

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, April 09, 2019 at 7:30 PM

Agenda

WORK SESSION

1. Ms. Ruth Ponder, National Sales Representative for Payment Service Network, once again had provided a proposal for web bill pay service.

PSN was a competitor during the period that Retail Lockbox was chosen as our Web Bill Pay provider. Now that we have some experience with credit card processing, the Administration can now objectively say that this proposal is "about average" with respect to the cost and the features provided.

2. At the Regular Meeting of the Tenino City Council on March 12, 2019, this issue was Tabled to enable a fuller discussion of the philosophical underpinnings of the document.

At root, the issue is one of "at will" or "just cause." The current Employee Handbook is firmly in the "at will" camp and that point of view was carried over into the proposed "City Official Handbook." The difference between "at will" and "just cause" is the difference inherent in an "employment agreement," which is what, broadly speaking, the Civil Service Regulations are, and not having such an agreement. In either case, the "employment relationship" is, essentially, an unwritten contract. The Civil Service Regulations take the place of an employment agreement negotiated on an individual basis.

This difference, however, is heavily mitigated by the fact that, even when "at will," employment in the Public Sector is heavily regulated. In many instances, the protections offered by many federal laws and state statutes provide protection to Public Sector employees not covered by the Civil Service Regulations. The Americans With Disabilities Act, the Age Discrimination in Employment Act, and, of course, Title VII of the Civil Rights Act of 1974.

Over and above this, however, the contractual nature of the "at will" employment relationship is governed by the development of a large body of case law surrounding the fact that there is an "obligation of good faith and fair dealing" that is required on the part of both the employer, and the employee. The obligation of good faith and fair dealing is the reason employees, particularly Public Sector employees, should not fear the "at will" environment.

City Attorney Hughes, after reviewing these materials, cautions that the manual would need to be re-written if the City Council intends any relationship other than "at will" as defined by Washington State Law. This revision would, necessarily, encumber the City by effectively placing all City employees under the protection of the Civil Service Regulations.

3. Mr. George Sharp has been diligently guiding the Mayor's Creative District Task Force through the process of certification by the State of Washington in order to establish the Tenino Creative District as a "Certified Creative District" for the purpose of obtaining funding through the Washington State ARTS Commission.

Councilmember Gotovac has been attending the Task Force meetings and desires to share the results of these efforts up to this point.

CALL TO ORDER

AGENDA APPROVAL

APPROVAL OF MINUTES

4.

5.

6.

CONSENT CALENDAR

7. Vouchers and EFT's for the period: March 27, 2019 through April 9, 2019:

- Payroll EFT's in the amount of \$51,889.77
- Claims Checks #28119 through #28165 in the amount of \$105,034.89

for a grand total of \$156,924.66

8. New Applications: Tenino Combined PTSA

Renewals: Group Delta 9 LLC; Tenino's Farmer's Market; Tenino Market Fresh

EXECUTIVE SESSION

9. Mr. Jeff Meyers, Contracted Attorney with RMSA, will discuss potential litigation.

PRESENTATIONS

10. Mr. Will Rutherford, representing the Friends of Tenino Parks, wishes to address the Council regarding a proposal to offer reduced cost season passes to the Tenino Quarry Pool for those students who are enrolled in the "free and reduced lunch program" within the Tenino School District.

"We would like to ask the Council for a minimum \$25 reduction in the cost of each pass (based on the early bird rate of \$100). Interested students/families will be responsible for paying \$20 for each family pass (\$10 for an individual pass, if they exist) and attending a water safety course at the start of the season to be conducted by the person who trains the current lifeguards or another qualified person. The No Child Left Inside/RCO grant funds will be used to pay the City

for the remaining balance of the pass, and we can use the City's \$25 discount per pass as matching funds for the grant"

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

- [11.](#) Mr. Duncan Green, Intercity Transit, requests the Tenino City Council consider proclaiming the month of May, 2019, as Bicycle Commuter Month

OLD BUSINESS

- [12.](#) The state Department of Revenue requires an agreement be in place in order to process Business Licenses on behalf of the City of Tenino.

The attached agreement has been reviewed by the City Attorney.

Recommended action: Move to authorize Mayor Fournier to sign the agreement.

- [13.](#) Proposed Ordinance 898 would amend the Tenino Municipal Code to include a Special Events Permit Process.

Recommended action: Move to accept Ordinance 898 as the first reading.

- [14.](#) Proposed Ordinance 901 would amend the Tenino Municipal Code to accept the recommendations of the Washington State Department of Revenue regarding Business Licensing requirements.

Recommended action: Move to accept Ordinance 901 as the first reading.

- [15.](#) The Verizon Franchise is not up for renewal until 2020; however, Verizon reached out to the City two years early in an effort to renegotiate the terms of the franchise agreement more along the lines of a regular lease.

Research has shown that, with respect to cellular technology facilities, a franchise is not the best vehicle for such an agreement. Many Cities in Washington State also recognize this fact and several have moved to agreements that are much more akin to a lease. In addition to being less restrictive for both parties, leases are easier for both parties to administer and offer the advantage, from the City's perspective, of somewhat higher revenues.

Ordinance 902 would adopt the proposed amendment to the Verizon franchise that would, in effect, convert the agreement to a lease and will take effect immediately upon expiration of the current franchise term and will result in increased revenues to the City beginning on June 1, 2022.

Recommended Action: Move to approve Ordinance 902 as a first reading.

NEW BUSINESS

16. The City's current folding machine is need of repair. When contacted for an estimate, United Business Machines approach the City with a proposal that would replace the folding machine by including that capability in a new copier.

The City's current copier is leased through United Business Machines and that lease is scheduled to terminate in November of 2019. United Business Machines has proposed a new lease that will provide the additional capability, but at less cost than the current lease (because we have significantly reduced the number of copies we make).

Recommended Action: Move to authorize Mayor Fournier enter into a new copier lease agreement consistent with the attached proposal.

17. Chief Swain requests Mayor Fournier be authorized to Hire Reserve Officer Samantha Garcia in a Temporary status pending the departure of Officer Craig Klumper.

Officer Klumper, with full knowledge on the part of the City, has applied to the United States Immigration and Customs Enforcement (ICE) Agency for employment. The agency performed a background investigation and has indicated that it intends to hire Officer Klumper, but has given him no date certain. To the best of their ability, they estimate that they will hire Officer Klumper within the next 4-5 months.

The City has the statutory authority to hire Temporary Employees, provided the City proceeds by the terms of the City's own policies. Paragraph 3.3, Temporary Employees, of the current City of Tenino Personnel Policy Manual, provides that the Mayor Temporary Employees for a variety of reasons, provided that the term of the temporary employment does not exceed 90 hours a month (or 70 hours if eligible for PERS). There are no substantial changes to these provisions in the proposed "City Official Handbook."

If approved, the cost of the Temporary position would be charged to Program 521 (Law Enforcement) of the City's 2019 Budget. As the Police Department is currently executing Police Operations Salary & Wages almost exactly as planned, at the end of the fiscal year, the cost of the Temporary Officer would, theoretically, come from currently un-obligated General Funds. However, our experience over the past three years has been that we will have under-executed in other areas such that the cost of Temporary Officer would, in practical terms, be offset...at least to a significant degree...by those under-executed budget line items.

Recommended Action: Move to authorize Mayor Fournier approve the hiring of Reserve Officer Samantha Garcia for a period not to exceed five (5) months.

18. Thurston County is requiring the Town of Bucoda and the City of Tenino to enter into an Interlocal Agreement with the County for the purpose of expending Rural Community Support Program (RCSP) funds held by the County and set aside for the purpose of transportation improvements in Tenino and Bucoda. The agreement has been reviewed by the attorney for each agency and has been approved by them as to form.

Recommended Action: Move to authorize Mayor Fournier to enter into an Interlocal Agreement to expend RCSP funds on behalf of the City of Tenino.

RESOLUTIONS

[19.](#) The proposed "City Official Handbook" has been updated to include:

Input from City Officials of all categories.

A review by the Human Resources firm of Enquiron, along with their recommendations.

Two reviews by the City Attorney.

Recommended Action: Move to adopt Resolution 2019-01 as and for the City of Tenino, City Official Handbook.

[20.](#) Proposed Resolution 2019-02 would amend the City of Tenino 2019 Consolidated Fee Schedule by including the tuition fee to be paid to attend the Tenino-Toledo Reserve Academy.

Recommended Action: Move to adopt Resolution 2019-02 amending the City of Tenino 2019 Consolidated Fee Schedule.

ORDINANCES

[21.](#) Ordinance 900 would amend the 2019 Budget to add Fund 450, The Tenino-Toledo Reserve Academy Operating Fund.

Recommended Action: Move to approve as the second reading and to adopt Ordinance 900, amending the 2019 Municipal Budget.

REPORTS

22. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District
- 5) Library
- 6) Museum
23. 1) Civil Service Commission
- 2) Park Commission
- 3) Planning Commission
- 4) Facade Improvement Grant Review Committee
- 5) Finance Committee
- 6) Public Safety Committee

- 24. 1) Chief of Police
- 2) Director of Public Works

- 3) City Planner / Building Official

- 4) City Attorney
- 5) Clerk/Treasurer
- 6) Mayor

- 25. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Community Investment Partnership (CIP)
- 3) Solid Waste Advisory Board
- 4) TCOMM/911
- 5) Tenino School Board
- 6) Thurston Regional Planning Council (TRPC)
- 7) South Thurston Economic Development Initiative (STEDI)
- 7) Transportation Policy Board

PUBLIC COMMENTS 2

EnterTextHere

ADJOURNMENT



ePayments ■ eBills ■ eCommunications

Comprehensive ■ Customized ■ Integrated ■ Consolidates

PSN's ultra-modern and ever-evolving payment platform **consolidates** payments from wherever they are made for **one deposit** and **one reconciliation**, lessening your workload while expanding customer options. Add to that eBills and eCommunications and you have an all-encompassing eService solution which is **customized** to your needs.

PAYMENT SOLUTIONS



Online



Mobile App



Text



IVR



Call Center



Counter



Staff Field App



Check Scans



Bank Bill Pay



Kiosks



Cash Locations

MORE SOLUTIONS



Integration



Consolidation



eBills



Auto-Call



Lockbox

THERE'S MORE

Check out our [website](#), download our [brochure](#), or give us a call!

Payment Service Network (PSN) offers you the widest suite of electronic payment, billing and communication services. Our solutions are easy to implement, manage and use. Yet they are so sophisticated that you can let your customers pay any way they want, while fully adhering to your business policies and applicable regulations. No matter how your customers pay, all payments will be consolidated into the PSN system with automatic posting to your software. Add to that your ability to reduce the cost of printing and mailing bills with eBills and broadening your customer communications to include everything "e" and you have a complete solution that is unbelievably inexpensive—in fact, your ROI is nearly immediate. What's most excellent is that you can select only the services that are best for your organization and your customers today and easily change them as your needs change.

Payment Channels

- ✓ **Online**
- ✓ **Mobile App & Text**
- ✓ **Automated Phone** (Spanish/English)
- ✓ **PSN Call Center** (Spanish/English)
- ✓ **Entered by Your Staff** (field & counter)
- ✓ **Mailed Paper Checks**
- ✓ **Bank-issued Check Payments**
- ✓ **Cash Payment Locations**
- ✓ **Credit Card Terminals & Kiosks**

All payments flow into the PSN system and automatically post to your software.

Payment Methods

- ✓ **VISA**
- ✓ **MasterCard**
- ✓ **Discover**
- ✓ **American Express**
- ✓ **eChecks and eSavings**
- ✓ **Cash**
- ✓ **Money Orders**
- ✓ **Paper Checks**
- ✓ **Bank-issued Checks** (Bank bill pay systems)

Select only the payment methods you want your customers to use.

eBills

- ✓ **eBill resembles paper bill**
- ✓ **Online archive (up to 24 months)**
- ✓ **Current amount due always available**
- ✓ **Ability to opt out of paper bills**
- ✓ **Ability to print any bill**
- ✓ **Ability to make a service request**
- ✓ **Attach notices just like in paper bills**
- ✓ **Accessible to your staff**
- ✓ **Automated customer notices: new bill, coming due, past due**

With a simple data file upload, PSN creates and posts the bills online.

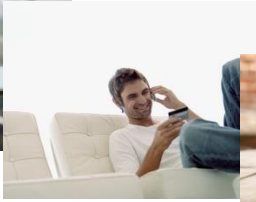
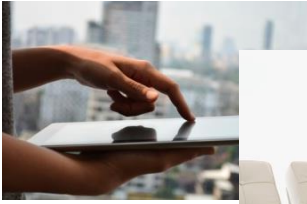
Account Management

- ✓ **Data sharing displays amounts due & posts payments to your software**
- ✓ **All payments consolidated for one deposit, one reconciliation**
- ✓ **No PSN hardware or software costs**
- ✓ **Eliminate data entry errors, bank-issued paper checks, cost of print/mail**
- ✓ **Easily reconcile payments and deposits**
- ✓ **Online & mobile access to payment, billing and communications info**

These are just a *few* of the many, many benefits you can realize.



- 866.917.7368
- Sales@PaymentServiceNetwork.com
- www.PaymentServiceNetwork.com



Simplifying your customer's life and your business day

Pricing Proposal for City of Tenino

Payment Service Network, Inc.
2901 International Lane
Madison Wisconsin 53704

www.PaymentServiceNetwork.com

VOICE 866.917.7368

FAX 608.442.5116

Ruth Ponder

DIRECT 608-442-5058

rponder@PaymentServiceNetwork.com



Thank you for allowing me to submit this proposal. Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. Please let me know if there is any additional information you require. The staff at PSN looks forward to providing you with personalized service.

This proposal quotes costs for the services that are marked below. If you would like quotes on any additional services, please let me know.

PAYMENT METHODS

Included	Not Included	
√		Credit and Debit Card Payments
√		Checking and Savings Payments

PAYMENT CHANNELS

Included	Not Included	
√		Online
√		Customer Mobile App*
√		Virtual Terminal (any Internet-connected device)*
√		Automated Phone (IVR) and PSN Call Center
√		Text
√		Credit Card Terminal

**Come standard with Online payment services*

ADDITIONAL SERVICES

Included	Not Included	
√		Web Customization
√		Data Sharing (System Integration)
√		eBills

Implementation and Service Fees

Following are non-transactional fees which are either one-time, monthly or annual costs. If you need additional information on these costs, please let me know.

Service Implementation Fee Includes, as applicable: Implementation Team • Training • Online Portal Setup • Standard Customer & Field Payment App Setups • Text Payment Setup • IVR Setup • PSN Call Center Training Specific to Your Account • Merchant Application Processing • eBill Design • Marketing Support	One-time fee	Waived
Data Sharing/Integration Includes, as applicable: Integration Specialist • Creating Specifications • Developing Interface • Coordination with Your Software Supplier • Testing • Training NOTE: Check with your software provider for their fees, if any	One-time fee	Waived
Website Customization Fee Includes: Development of Web Portal with Your Logo	One-time fee	\$50 Optional Upgrade
Support, Maintenance Fee Includes, as applicable: Online Portal, Standard Customer Mobile App, Field Payment App, IVR System Upgrades and Maintenance • Call Center Support for Your Customers • Email Notifications to Payers and Staff • Service Account Manager for Your Staff • Interface/Integration Support (Storage and Maintenance of Customer Data) • Reports • Online Account Management Center • System and Account Monitoring (24/7) • And More	Monthly fee NOTE: If PSN eBills are used, this fee is waived.	\$14.95
eBill Fee Includes: Creation of PDF eBills • Posting Online • Archiving for 24 Months • Email Notifications (Includes “Ready to View,” “Coming Due” and “Past Due,” as Applicable)	Monthly fee NOTE: If PSN eBills are used, the Support, Maintenance fee is waived	\$39.95 Optional Upgrade
Credit Card Terminal Maintenance Fee Optional Service	Monthly fee	\$4.95 With purchase of Credit Card Swipe/Scan Terminal
PCI Security Compliance Fee Includes: Required PCI Certification • Compliance with Credit Card Security Requirements • Auditing	Annual fee Invoiced each December	\$89

Equipment Cost- Optional Upgrade

Credit Card Swipe Terminal- VeriFone vx520 with EMV Chip Reader* Includes: Terminal • Setup • Shipping	One-time cost per terminal	\$250
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**Each terminal can accommodate up to ten different payment types for City, i.e. Utility, Building Permit, Fines, MISC Fees, etc.*

Note: PSN Virtual payment tool available for staff to make online payments for residents available at no additional cost.

Transaction Fees

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

Fees Paid by Your Customers

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card</i>
Online • Mobile • Virtual • Text • Swipe/Scan • Automated Phone (IVR) • PSN Call Center • Field	\$1.25	2.75% (+50¢ if under \$100)*

**Credit cards include your choice of VISA, MasterCard, Discover and American Express*

**NOTE: A \$15 fee is charged to you for any disputed credit/debit card.
Your customers will be charged a \$35 NSF fee.**

CITY OFFICIAL HANDBOOK

Adopted by Resolution 2019-002 on March 12, 2019

City of Tenino

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DISCLAIMER

This handbook is not intended to, nor does it, create any type of contractual relationship. This handbook is not a contract. Nothing herein modifies the "at-will" relationship of the parties. The City of Tenino reserves all rights to modify, revoke, suspend, terminate, or change anything contained herein at any time, with or without notice.

CHAPTER 1

GENERAL

I. PURPOSE/SCOPE/APPLICABILITY

- A. As a Municipal Corporation, the City of Tenino is bound by the Statutes of the State of Washington as set forth in the Revised Code of Washington (RCW) and as amplified by the Washington Administrative Code (WAC), as well as federal law. As a result, these policies are subordinate to all applicable federal and state laws. In the event there is any conflict between these policies and any statute, the statutory provisions will take precedence. ***By accepting employment with the City, you understand and acknowledge the foregoing.***
- B. These personnel policies are not intended to be, nor should they be, construed as a contract, express or implied, or as a guarantee of employment for any specific duration. No Supervisor or representative of the City of Tenino has the authority to enter into any agreement with an individual employee for employment for any specified period or to make any written or verbal commitments contrary to the foregoing, unless such agreement is in a written employment contract signed by the Mayor, with appropriate authorization of the Council. The City also reserves the right to deviate from these regulations in individual situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost-efficient services to its citizens.
- C. These personnel policies shall apply to all City employees and volunteers. They shall not apply to elected officials or independent contractors unless specifically indicated. In the event of a conflict between any provision of this manual and any provision of a valid and effective collective bargaining agreement or in cases where the application of these regulations would conflict with applicable Civil Service rules and regulations, the provisions of the labor agreement and/or the Civil Service rules shall govern. In all other cases, these regulations shall govern. As a condition of employment all employees are required to read these personnel regulations and indicate by their signature that they understand these regulations and will comply with them.
- D. With the exception of Civil Service employees, all other employees and volunteers of the City of Tenino are considered "at-will" employees. Their employment with the City of Tenino and compensation may be terminated, with or without cause and with or without notice at any time. The termination of employment for Civil Service employees is governed by the Washington State Civil Service Law, RCW § 41.06 and WAC 357.
- E. To the extent that any collective bargaining agreement or civil service rules do not address the issues of employee conduct outlined herein, these policies govern.

- F. By publishing this document, the City is not intending to create any new rights, nor abrogate any existing rights. The City reserves all rights not herein mentioned.

II. DEFINITIONS

- A. Anniversary Date: The yearly return of the day and month corresponding with the employee's date of hire. This date may be adjusted when an employee departs for any reason and then later returns to City employment.
- B. Applicant: A person who has made formal application of employment with the City.
- C. Appointment: A position (authorized by the City Council and Mayor) filled by the Appointing Authority. Appointments include full-time, trial and part-time.
- D. At-will: The State of Washington is an "at-will" state. Unless covered by an individual employment contract, a collective bargaining agreement, or the Civil Service regulations, the employment relationship may be severed at any time by either the employee or the employer. If the relationship is severed by the employer, it may be for a good reason, a bad reason, or for no reason at all and the employee has no right to an explanation by the employer. However, the City may not sever the relationship for an illegal reason (such as discrimination or retaliation.)
- E. Authorized Position: A position authorized through the budget process by the City Council and approved by the Chief Administrative Officer.
- F. Call back. After departing the workplace at the end of a regularly scheduled shift, an employee may be called back to work at the direction of a Department Head or the Mayor.
- G. Chief Administrative Officer: The Mayor is the Chief Administrative Officer and responsible for the proper administration of all City departments and programs.
- H. City Credit Card: A credit card issued to the City of Tenino by a financial institution for the purpose of conducting City business. These include, but are not limited to, VISA, MasterCard, American Express, and Discover cards.
- I. City Official: A City Official is someone who was elected or appointed to serve, and who actually does serve, on any Council, Commission,

Committee, Board, Bureau, or Working Group of the City; a City Employee of any type; or a bona-fide Volunteer in actual service to the City.

- J. Council: The City Council is the legislative body of the City government.
- K. Department Head: An at-will employee who has responsibility for the management of one or more departments on behalf of the City, generally FLSA exempt.
- L. Employee's Relatives: An employee's relative means the spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-children, step-father, step-mother, step-brother, step-sister and grandparents on both sides.
- M. Engaged to be waiting. When placed on standby, employees are “engaged to be waiting” and must be fully capable of performing any of their normal workday duties. Because they must remain within certain geographical bounds, abstain from consuming alcohol, cannabis, or other forms of intoxicants, and otherwise be readily available for work, whenever an employee is in a standby status, it is considered “hours worked.”
- N. Exempt Employee: An employee who is exempt from all overtime laws and regulations. Exempt employees are paid a fixed amount regardless of the number of hours worked. Exempt employees are expected to work not less than 40 hours per week and may have their pay adjusted for working less than the expected number of hours, but will never receive more than the agreed amount.
- O. FLSA: The federal Fair Labor Standards Act. The foundational statute underlying employer/employee relationships across the United States.
- P. Immediate Family Member: The employee’s spouse, mother, father, brother, sister, son or daughter, mother-in-law, father-in-law, daughter- or son-in-law, including step and adoptive relationships.
- Q. Information Management Officer: The Mayor designates the City’s Information Management Officer based on the knowledge, skills, and abilities of existing Employees. The Information Management Officer is a City Official whose responsibilities include managing the City’s Information Technology infrastructure on a daily basis and who acts as the interface between any user of City Information Technology and the System Administrator.
- R. Job Description: The written description of a position containing title, responsibilities and minimum qualifications, to include knowledge, skills,

abilities, training, experience and possible licensing. Also known as a Position Description.

- S. Just Cause: A fair and honest cause or reason, regulated by good faith on the part of the City. A discharge for "just cause" is one which is not for any arbitrary, capricious, or illegal reason and which is one based on facts (1) supported by substantial evidence and (2) reasonably believed by the City to be true.
- T. Mayor: The elected Chief Administrative Officer of the City.
- U. Non-exempt Employee: An employee who is subject to all provisions of the FLSA. Non-exempt employees must either be paid overtime or granted compensatory time at the rate of one-and-one-half times their regular pay for any amount of time in excess of the maximum number of hours allowable under the FLSA (including the 7k exemption).
- V. Personnel Action: Any action taken with reference to appointment, compensation, promotion, demotion, transfer, layoff, dismissal or any disciplinary action affecting status of employment.
- W. Personnel File: Confidential personnel records of every City employee maintained and controlled by the Clerk/Treasurer, or his/her designee, at City Hall.
- X. Position: A grouping of current duties and responsibilities assigned by the appointing authority requiring the employment of one person that is established by the legislative body of the City.
- Y. Promotion: The movement of an employee from a position in one class to another class requiring increased duties and responsibilities, requiring greater pay and qualifications, and providing a higher maximum rate of pay.
- Z. Provisional: A limited civil service appointment of a certified person to either a classified position which is not vacant but is currently unfilled due to an authorized leave-of-absence or classified position for which there is no current eligible register. Provisional appointments are not eligible for civil service protections.
- AA. Reclassification: Change in allocation of an individual position by raising it to a classification having a lower salary range, or moving it to another classification at the same level on the basis of significant changes in the kind, difficulty or responsibility of work performed in the position.

- BB. Regular Full-Time Employee: An employee who has completed his or her trial period and who regularly works more than 32 hours a week on a continuing basis.
- CC. Regular Part-Time: An employee who works less than 32 hours per week and is eligible for pro-rated City benefits if they work more than 70 hours a month.
- DD. Reinstatement: The return of an employee to his/her former position in the service of the City within five years after layoff or at any time after successful appeal of a suspension, reduction in rank or termination. If the employee is a union employee, the reinstatement (recall) shall be strictly on the basis of seniority to any previously held classification if a vacancy occurs because of a layoff or reclassification.
- EE. System Administrator: The City contracts with commercial vendors for the administration and maintenance of its Information Technology (IT) infrastructure. The System Administrator is the holder of the City's current IT Service Provider contract.
- FF. Temporary Employee: An employee who hold jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. Temporary employees are not eligible for City's benefits if the expected duration of the project is less than 6 months.
- GG. Trial Employee: A full-time employee who is performing in a working test period, during which time the employee serves at the pleasure of the City. Also known as a "Probationary Employee."
- HH. Trial Period: The final phase of the selection process or a working test period during which an employee is required to demonstrate his/her ability and capacity to perform the duties of the position to which he/she has been appointed.
- II. Volunteer: An individual who has executed a "Volunteer Service Agreement" and who is performing services for the City who does not receive compensation, other than reasonable reimbursement or allowance for expenses actually incurred, or any other thing of value, in excess of five hundred dollars per year.
- JJ. Waiting to be engaged. Whenever an employee has been scheduled to be "on call," they are "waiting to be engaged." Because they are not subject to any work-related restrictions they are not generally entitled to compensation. In the event an on-call employee is called in to work in an unscheduled manner, the employee is not thereby performing in a Standby status and is not entitled to be paid for the time they were waiting;

rather, they are entitled to be paid as explained under the Call Back provisions, above.

III. EQUAL EMPLOYMENT OPPORTUNITY

- A. The City of Tenino is an equal employment opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats all employees and job applicants on the basis of merit; job related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, familial status, military status, sexual orientation, gender identification, medical condition, physical handicap or disability, honorably discharged veteran status, or any other basis prohibited by local, state, or federal law.
- B. The City will not discriminate against qualified applicants or employees with disabilities. Disabilities will be reasonably accommodated, if possible, unless the disability prevents proper performance of an essential element of the job.
- C. All recruitment, selection, placement, training and termination decisions made by the City will be based solely upon job-related qualifications and abilities. In some cases (a commissioned law enforcement officer position, for example) seniority may be treated as a factor to be considered.
- D. Employees who have Equal Employment Opportunity related questions; problems or complaints should first communicate their concerns to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint by using the City's complaint procedure.
- E. The City identifies itself as an equal opportunity employer in advertising for employees, in recruiting literature, in employee information, and in all day-to-day operations.

IV. ANTI-DISCRIMINATION POLICY

- A. It is the City of Tenino's intent to provide a work environment free from all forms of unlawful harassment or discrimination. All City of Tenino employees are responsible for ensuring that the workplace is free from harassment and discrimination. Employees are expected to show respect for each other and towards those with whom the City does business at all times, despite individual differences.

- B. Unlawful harassment generally includes, but is not limited to, offensive comments or actions, such as slurs, offensive jokes, graffiti, vandalism, and/or abusive or demeaning treatment relating to race, ethnic background, gender, sexual preference or identification, religion, age, disability, or any other lawfully protected status.
- C. In some cases, conduct which constitutes unlawful harassment may lead to personal liability for the harasser.
- D. See Harassment/Discrimination Complaint Procedures, Section VI below, for guidance on what to do if you experience harassment.

V. ACCOMMODATION / DISABILITY POLICY

- A. Reasonable accommodation is available to an employee with a disability when the disability affects the performance of job functions. The City makes employment decisions based on the merits of situation in accordance with defined criteria, not the disability of the individual.
- B. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists.
- C. The City makes all types of leaves of absence available to all employees on an equal basis. The City is committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability. The City follows all state or local laws that gives more protection to a person with a disability than does the Americans With Disabilities Act (ADA).
- D. The City is committed to taking all other actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal, state, or local laws.

VI. ANTI-SEXUAL HARASSMENT POLICY

- A. Sexual harassment is a form of sex discrimination and is an “unlawful employment practice” under Title VII of the 1964 Civil Rights Act and the Washington Law Against Discrimination (RCW 49.60). Sexual harassment will not be tolerated by the City of Tenino.
- B. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitutes sexual harassment when:

1. Submission to or rejection of such conduct is used as a basis for making employment decisions affecting the recipient; or
 2. The conduct unreasonably interferes with the recipient's work performance; or
 3. The conduct creates an intimidating, hostile, or offensive work environment. Examples include, but are not limited to, comments, suggestions, or jokes of a sexual nature.
- C. For the purpose of providing a workplace free from sexual harassment, the City of Tenino prohibits all conduct and comments of a sexual nature in the workplace, such as sexual jokes, discussion of personal or private sexual activities, graphic sexual material that is unrelated to work and other communications or depictions of sexual acts others may find offensive, that is not strictly work related, such as discussions of alleged criminal activity that the City may be investigating. This prohibition extends beyond what the law currently requires but will ensure that our employees are in a workplace free of embarrassing or potentially offensive conduct that is unrelated to the work our employees are asked to perform.

VII. HARASSMENT/DISCRIMINATION COMPLAINT PROCEDURE

- A. Employees who believe they are being subject to discrimination or unlawful harassment should identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or intimidating, the employee should discuss his/her concerns immediately with a supervisor. If the harassment involves the employee's supervisor, the employee should notify the City Clerk/Treasurer or the Mayor. If the harassment involves the Clerk/Treasurer, the Mayor should be notified. If the harassment involves the Mayor, the City Attorney should be notified.
- B. Employees are strongly urged to report all instances of perceived harassment or discrimination as soon as possible. It is the City of Tenino's goal to provide its employees with a professional and productive working environment. However, the City cannot address employees' concerns if those concerns are not brought to the City's attention.
- C. No employee will suffer retaliation for reporting a concern or participating in the investigation of a complaint made under this policy. To the extent possible, complaints will be handled confidentially. Employees are expected to use this complaint procedure in good faith, since false accusations may cost an employee their job or career, undermine the City's interest and permanently damage the work environment. No employee shall knowingly bring forward a false accusation of harassment

or discrimination. Knowingly bringing a false accusation will result in disciplinary action, up to and including termination, and does not fall within the City's prohibition on retaliation.

- D. If an investigation shows the accused employee(s) did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Because employee discipline is a confidential matter, the complaining party may not always know of the specific action taken in response to their complaint. Disciplinary actions may include warnings, verbal and/or written reprimands, a permanent letter to the employee's file, transfer, demotion, suspension or termination.

VIII. EMPLOYEE PERSONNEL RECORDS (Appendix B)

A. Elected and Appointed Officials.

1. The Clerk/Treasurer shall establish a Personnel File for Elected and Appointed Officials that shall be maintained as prescribed in Appendix B to this Handbook.
2. Personnel Records for elected and appointed officials shall contain only the following:
 - (a) All materials submitted as part of the appointment and confirmation (if required) of the official concerned.
 - (b) A fully executed copy of the official's Oath of Office.
 - (c) Records of training attendance, especially those that prove meeting the requirements of both the Open Public Meetings Act (RCW 25.30) and the Public Records Act (RCW 42.56).
 - (d) Payroll documents, if the position receives a stipend.
3. Personnel Records for elected and appointed officials shall be maintained in a secure container within the Clerk's office and access is limited to the Mayor, the Clerk/Treasurer, and the Payroll Clerk.

B. Employees.

1. The Clerk/Treasurer shall establish a personnel file for each employee as prescribed by Appendix B to this Handbook.

2. Personnel files shall be kept in a secure container within the Clerk's office, and access is limited to the employee's immediate supervisor, the Department Head, the Mayor, the Clerk/Treasurer, and the Payroll Clerk.
3. An employee's personnel file contains, but is not limited to, the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, tax withholding information, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.
4. An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.
5. Personnel files are kept confidential to the maximum extent permitted by law and business necessity, however, by State common law, records relating to employee misconduct may be subject to public disclosure laws. Except for verifications of employment, information from an employee's personnel file will not be released to the public, including the press, without a request for specific information and either a release signed by the employee or after the employee has had the opportunity to respond to a "third party notice" issued at the time the City initially responded to the request for public records received by the City.

C. Police Personnel Training Record

1. Police personnel have unique training requirements, many of which require annual refresher training. They also, relative to non-public safety employees, have a greater number of training requirements.
2. Police personnel also have unique personnel requirements, often involving in-depth investigations into the personal background, history, finances, and legal dealings.
3. Because of these unique requirements, each public safety employee will have a separate "Police Personnel Training Record" that, while overall a part of the employee's "Personnel Record," is maintained by the Chief of Police, or his or her designee, within the confines of the Police Department.

- (a) These records are required to be maintained at the same level of skill and confidentiality as all other Personnel Records. Accordingly, they shall be stored in a secure cabinet to which access is controlled in the manner prescribed by the Chief of Police, but in no event at a lesser level of security than is required by State Law.
- (b) In the event of separation, for any reason, the Police Personnel Training Record shall be included in the employee's Official Personnel Record for disposition in accordance with the most current Retention Schedule published by the Office of the State Archivist.

D. City of Tenino Official Identification Card

1. Identification cards have many important benefits, but the City requires each employee to possess and display a City-issued Identification card in order to:
 - (a) Prove that the person carrying the card works for the city, and
 - (b) The card provides a ready means of access control.
2. Cards are issued by the Tenino Police Department.
 - (a) New employees shall be escorted by the applicable Department Head to the Police Department once coordination has been made to issue a card to a new employee.
 - (b) Existing employees may make appointments directly with the Police Clerk to obtain new or replacement cards.
3. Cards do not automatically grant access to all City facilities, particularly, the Police Department. Access to the Police Department shall be as prescribed by the Chief of Police in the Tenino Police Department Policy Manual.
4. Once issued, employees are required to display the card prominently upon their person during all times that the employee is conducting City business within the City Limits.
5. Cards may be displayed while traveling on City Business or during training while outside the City Limits.

6. While not required, elected or appointed officials are eligible to receive a City of Tenino Official Identification Card.
7. Lost or stolen ID cards must be reported:
 - (a) Within 24 hours of discovering the card has been lost or stolen if City offices are open.
 - (b) Immediately upon reporting for work if the card is lost or stolen during a period when City offices are closed.
 - (c) The employee shall make the initial report to the Police Clerk and a follow-up report shall be made to the employee's supervisor or Department Head.

IX. LETTERS OF REFERENCE

- A. Only the City's Management, including Department Heads and the Mayor, will provide employment references on current or former regular City employees. Employees who receive a request for a reference from or pertaining to a former employee should refer the request to the City Clerk/Treasurer.
- B. Pursuant to RCW 4.24.730, any employer providing information about a former employee, who acts in good faith, is immune from liability if the information relates to the individual's ability to perform the job, diligence, skill, reliability, attendance, and or any misconduct that occurred while the employee was employed. The City will only provide dates of employment, positions held, and rate of pay in the absence of a complete release of liability signed by the former employee.

CHAPTER 2

HOURS & ATTENDANCE

I. DAYS AND HOURS OF OPERATION

- A. As required by RCW 35.21.175, the days and hours of normal operation for all City offices are set by ordinance. The City Council may change those dates or times in order to meet the needs of the City's residents in the most cost-efficient manner. When required by local conditions however, the Mayor may authorize a temporary deviation from the requirements of the ordinance. When this occurs, a notice outlining the reason for the deviation along with the temporary dates and hours of service and the expected duration of the deviation shall be posted on the City's website. Such notice shall also be placed on or near the main entrance of City Hall, the Police Department, and the Public Works shops.
- B. For the purpose of computing overtime, the City's work week is Sunday through Saturday, except for commissioned police officers.
- C. For the purpose of computing overtime for commissioned Police Officers (except the Chief), the City uses the 28-day 7K schedule. The first day of the 28-day schedule begins on January 1 of each year. Each 28-day period begins on the day after the immediately preceding 28-day period ends (regardless of calendar day) and continues so running until December 31 of each year. The schedule and cycle will not change mid-year.

II. WORKING HOURS

- A. Exempt employees. The City's three Department Heads are salaried FLSA-exempt employees. They are salaried because Department Heads are expected to spend the amount of time required to ensure the safe, effective, and efficient operation of their Department, which usually exceeds 40 hours per week. Each Department Head is expected to work a minimum of 40 hours per week and their pay is subject to downward adjustment whenever their absence from work is adjudged improper (see Chapter 7.)
- B. Non-exempt employees. All other City employees are "hourly" employees and subject to the provisions of both the federal FLSA and Washington State's Minimum Wage Law. There are two subcategories of non-exempt employees: Public Safety Employees and all others.
 - 1. Public Safety Employees. The City's only "Public Safety" employees are its commissioned Police Officers (but for the purpose of overtime, does not include the Chief.) Since Tenino operates a very small Police Department, the City can take advantage of the "Public Safety" exemption afforded under the FLSA. This exemption is commonly known as the "7k" exemption,

referring to the fact that the exemption is contained in Section 7 (k) of the FLSA. The most prominent feature of the 7K exemption is in the number of hours that Public Safety employees must work before becoming entitled to overtime pay, which is 171.5 hours in a 28-day period. The City safe-sides this requirement by requiring one-half hour less (171 hours) as the overtime threshold. However, it is the City's policy that any amount of time worked over 12 hours in a single day will be paid at the overtime rate, regardless of the total number of hours having been worked, or to be worked, within any 28-day period.

2. All Others. All other non-exempt City employees are required to be paid overtime whenever they exceed 40 hours in any given week or longer than the regular number of hours scheduled on any particular day.
- C. Part-time and Temporary employees will work hours as specified by their supervisor or the Mayor.

III. SCHEDULED HOURS OF WORK AND OVERTIME

A. Statutory Requirements.

1. Non-exempt, non-Public Safety Employees are generally entitled to overtime compensation for hours worked in excess of 40 per week.
2. There is generally no limitation on the number of hours an employee may be scheduled to work in a workweek.
3. The City can require mandatory overtime but must compensate employees accordingly. Overtime compensation is due when an employee:
 - (a) Works more than 40 hours in a workweek or more than their scheduled number of hours on a particular day, regardless of whether the hours are worked on a Saturday, Sunday or holiday. Applicable to non-Public Safety employees only.
 - (b) Or, in the case of a Public Safety Employee only, works more than 171 hours in a 28-day period or more than 12 hours on a particular day, regardless of whether the hours are worked on a Saturday, Sunday, or holiday.

B. Overtime Policy.

1. City Policy is that overtime must, to the degree possible, be authorized in advance and in writing (scheduled).
2. Department Heads include overtime in their annual budget submissions because history has proven that the City will incur overtime and therefore, it is incumbent upon the Department Heads to make reasonable attempts to project these overtime requirements and program such overtime into their Departmental Work Plans. This is known as "scheduled overtime."
3. When an unforeseen requirement for overtime presents itself, Department Heads may offer Compensatory Time (see Section IV, below) to the employee(s) who will be required to perform the extra work to the extent allowed by law.
 - (a) If the extra work may be performed by anyone within the applicable Department, the work shall be offered first to the employee who will agree to compensatory time.
 - (b) If the nature of the extra work requires an employee who possesses unique training, skills, experience, or licensure and such employee does not consent to compensatory time, or if no employee will agree to compensatory time, then the Department Head must inform the Mayor of the situation and the Mayor must either approve the overtime or direct that the work be deferred.

IV. COMPENSATORY TIME

- A. Non-exempt employees that are entitled to overtime pay may elect to receive compensatory time off instead of cash payment. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as compensatory time.
- B. Accrual of compensatory time is limited to 40 hours, which may be carried over into a succeeding year. Once an employee has accrued 40 hours of Compensatory Time however, overtime compensation shall be paid.
- C. Accumulation of compensatory time as a substitute for vacation time is not permitted. All accrued compensatory time must be used prior to any vacation time.
- D. As with all other types of leave, once accrued, an employee may request use of compensatory time through their supervisor. The granting of

Compensatory Time use is governed by the same considerations as for all other types of leave.

- E. Employees must use accrued compensatory time in a way that does not unduly disrupt City operations. All arrangements to use compensatory time must be approved by the employee's supervisor or Department Head. If an employee is in a leave status, where all accrued benefits are paid prior to the employee remaining on unpaid leave status, accrued compensatory time will be paid prior to paying out sick and/or vacation time.
- F. FLSA-exempt employees shall be granted a period of time, not to exceed eight (8) hours per month, subject to approval by the Mayor in writing, in recognition of the time demands of these positions. This time is not intended to be, nor will the City allow the accrual of such time as another category of "banked" leave. These hours shall not accrue but will expire on the last day of each month when not actually used.

V. CALL BACK

- A. All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination.
- B. Employees called back to duty will be paid their appropriate rate of pay for hours worked (including the overtime rate, if applicable.) A minimum of one (1) hour of compensation will be paid for each call back assignment.

VI. ON CALL AND STANDBY

- A. When prudence would indicate it to be necessary, employees may be placed in either a "standby" or an "on call" status.
 - 1. Standby. Whenever an employee is scheduled to "standby," they are engaged to be waiting and shall be paid their full salary and benefits. Employees scheduled to perform in a standby status do not have to report to their normal workplace, but must:
 - (a) Carry a beeper and/or a City-issued cellular telephone; and
 - (b) Remain within 15 minutes of their normal workplace; and
 - (c) Abstain from ingesting any substance that would prevent them from performing any of their normal workplace duties.

2. On call. Whenever an employee is scheduled to be “on call,” they are waiting to be engaged. They are not confined to any particular place but are required to leave word where they may be reached, or must wear a beeper or carry a City-issued cellular phone. While not considered “hours worked,” the City’s policy is that “on call” employees shall be compensated at the rate of one hour of normal rate of pay for every four (4) hours of on call time.

VII. ATTENDANCE

- A. Punctual and consistent attendance is a condition of employment. Once submitted by the Department Head, The Payroll Clerk is responsible for maintaining the official attendance records for all employees.
- B. Attendance on a regular and consistent basis is considered an essential function of the job for all City employees. The flow of City business and services to the public, including our public safety responsibilities, depend on reliable employees to attend to their assigned duties on a regular and consistent basis. All employees are expected to report to work as scheduled by their supervisor and perform productive work for the City during their scheduled work shifts. All City employees provide services to the Public, therefore, no City employee may “work from home” in a routine manner. The Mayor may make a temporary (not to exceed 21 consecutive calendar days) exception to this policy for cogent reasons.
- C. Employees unable to work or unable to report to work on time should notify their supervisor, Department Head, the City Clerk/Treasurer, or the Mayor as soon as possible, ordinarily before the work day begins or within 30 minutes of the employee’s usual starting time. If the absence continues beyond one day, the employee is responsible for reporting in each day, stating the reason for being late or inability to report for work.
- D. The City will normally continue to operate even during times of inclement weather, natural or man-made disasters or other emergencies. Unless the City notifies employees otherwise, employees are expected to be at work, even during such times. An employee who is unable to get to work or who, with authorization, leaves work early because of unusual weather conditions may charge the time missed to: compensatory time, vacation, sick leave, or, if the employee has no time available on the books, leave without pay.
- E. Tardiness for work includes any failure to report to or be ready for work at the employee’s designated starting time for all employees. Absences during the work day, or handling of personal business during working hours, or neglecting work duties during working hours will be treated

similarly. Excessive or chronic unauthorized absences or tardiness will result in disciplinary action, up to and including termination from employment.

- F. If you are unable to meet the City's attendance requirements due to a medical condition, you may qualify for an accommodation for that condition, if you notify your supervisor of that need. All employees who may qualify for an accommodation are expected to discuss their needs with the City, before their attendance results in potential disciplinary action.
- G. An employee who is absent without authorization or notification for 3 consecutive days is considered to have abandoned their job and their employment will be terminated.
- H. A leave form must be submitted to the Payroll Clerk for any absence or request for leave. All leave forms will be signed by the employee and approved by the Supervisor. The employee's supervisor is responsible for making sure that the form is turned in for payroll.

VIII. BREAKS AND MEAL PERIODS

- A. Employees may take one (1) 15-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.
- B. Meal periods shall be scheduled by the Supervisor and may vary depending on the workload. Meal periods are unpaid, unless you are required by your supervisor to remain on the job site during that time. Meal periods are usually one hour in length depending on your work schedule and the direction of your supervisor.

IX. LACTATION POLICY

- A. The City will accommodate employees who desire to express breast milk during working hours by providing a reasonable amount of break time to be used for this purpose.
- B. In the event that an employee requires additional time, other than the scheduled rest or meal periods, additional unpaid time off will be provided for this purpose.
- C. When an employee request accommodation for lactation, the applicable Department Head will ensure an appropriate area is reserved for the purpose. Restrooms and any room under constant video surveillance may never be designated for this purpose.

X. PAYROLL RECORDS

A. Timesheets.

1. Every employee, regardless of status, and volunteers shall record their hours of work using the appropriate Timesheet.
2. Each employee is responsible to record hours worked and leave taken by category on a daily basis. The employee's signature on the timesheet constitutes verification that the time reported as work, or leave taken away from work, is in accordance with the policies of the City of Tenino and that all time has been recorded accurately. No timesheet shall be accepted without the employee's signature.
3. Department Heads shall review each timesheet with the applicable employee. Discrepancies, if any, must be resolved by the Department Head prior to signing the timesheet.
4. Each timesheet shall be signed by the Department Head prior to submission. By signing the timesheet, the Department Head is certifying the employee has accurately recorded their time, by category. No timesheet shall be accepted unless it has been signed by the Department Head.
5. Timesheets are due not later than close of business the day after the close of the payroll cycle (see Chapter 4).
 - (a) When the close of the payroll cycle lands on a non-work day, timesheets are due not later than 3:00 p.m. on the last working day of the payroll cycle in order to meet payroll processing timelines.
 - (b) Where timesheets must be delivered early in order to meet payroll processing timelines, the employee will enter the number of hours they are scheduled to work on their timesheet and submit the timesheet as described above. If the employee actually works more or less hours than scheduled, the employee will submit a "corrected" timesheet within 24 hours of returning to work during the next payroll cycle. The corrected timesheet must be processed as outlined above.

- B. The Payroll Clerk keeps the official payroll records in accordance with the most current Retention Schedule published by the Office of the State Archivist.

CHAPTER 3

RECRUITING

&

HIRING

I. RECRUITING

- A.** Recruiting practices are conducted solely on the basis of ability, merit, qualifications, and competence, without regard to race, color, religion, national origin, marital status, military status, sexual preference, gender, pregnancy, physical handicap, disability, or age.
- B.** Each applicant shall complete and sign an application form prior to being considered for any position. Résumés may supplement, but not replace, the City's official application.
- C.** Any applicant supplying false or misleading information is subject to immediate termination, if they have been hired.
- D.** While there is no requirement for the City to advertise job openings, it is an acknowledged "best practice" that the City uses often. However, the City can, and does, sometimes hire without advertising the vacancy.

II. IMMIGRATION REFORM / E-VERIFY

- A.** The City fully complies with the regulations of the Immigration Reform and Control Act of 1986 (as amended) as enforced by the Department of Homeland Security. The City hires only those who are authorized to work in the United States. The law requires that:
 - 1. All new employees must complete Section 1 of the I-9 Form within three business days of hire.
 - 2. The City must check documents establishing an employee's identity and eligibility to work.
 - 3. The City must complete Section 2 of the I-9 Form and the Certification Section.
 - 4. The City must retain the form for at least three years. If an employee remains employed by the City's beyond the three-year minimum retention period, the City must retain the form for at least one year after the employee departs the City's employ.
 - 5. The City present the form for inspection to the Department of Homeland Security or Department of Labor upon request.
- B.** If an employee is hired for less than three days, Form I-9 must still be completed before the end of the employee's first working day. The I-9 form contains instructions for completion and the forms must be kept separate from all other personnel records.

III. OFFERS AND CONDITIONAL OFFERS

- A.** The City memorializes the terms and conditions of employment in a writing known as an Offer of Employment, or a Conditional Offer of Employment.
- B.** An Offer of Employment is designed to ensure the potential employee is under no illusions about which position they are being offered, what the rate of pay will be, and the start date. The Offer Letter also contains mandatory disclosure items such as whether the position is FLSA-exempt or non-exempt, the fact that the City is an “at-will” employer, and so forth.
- C.** A Conditional Offer of Employment differs only in that the offer is “conditioned” upon the applicant successfully completing a required test, background check, or other process that neither the applicant nor the City is in control of.

IV. HIRING

- A.** When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position. The department head will submit a written request to fill the position to the Clerk/Treasurer or Mayor. The position may be posted and/or advertised only after the need for the position has been determined and the request has been approved by the Mayor, or his designee.
- B.** Residency within the City shall not be a condition of initial appointment or continued employment; provided however, that the employee’s selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.
- C.** Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid state-issued driver’s license with any necessary endorsements. If selected for the position, background, credit, and driving records of applicants will be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.
- D.** The City may administer pre-employment examinations to test qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer examinations. Civil Service positions require competitive examination.

- E. After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination which may include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure that his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.
- F. A candidate may be disqualified from consideration if:
 - 1. Found physically unable to perform the duties of the position and the individual's condition cannot reasonably be accommodated in the workplace; or
 - 2. The candidate refuses to submit to a medical examination or complete medical history forms; or
 - 3. If the examination reveals use of alcohol and/or controlled substances and the job for which the applicant is applying for precludes the use of alcohol and/or controlled substances.

V. TEMPORARY EMPLOYEES

- A. With approval of the Mayor, temporary employees may be used during emergencies or other peak workload periods, to temporarily replace regular employees absent due to disability, illness, vacation or other approved leaves, or to temporarily fill a vacancy until a regular employee is hired.
- B. Temporary employees may be hired without competitive recruitment or examination.
- C. Temporary employees may not work more than 70 hours a month for more than five months in a twelve month period.
- D. Temporary employees are eligible for overtime pay and WPSL as required by law. They are not eligible for and do not receive vacation, City sick leave, health insurance, retirement, holidays, or any other benefits during their employment (provided the anticipated period of employment is less than 6 months).

VI. TRIAL PERIOD

All newly hired employees, reinstated employees, or employees promoted to a new classification enter a trial period, which is considered an integral part of the selection and evaluation process. During the trial period, an employee is required to demonstrate suitability for the position through actual work performance.

- A. The normal trial period is one year from the employee's date of hire, rehire or promotion; however, longer periods may be established by the Mayor for up to an additional six (6) months for positions requiring technical, professional, specialized, unusual or unique skills or qualifications.
- B. An employee's trial period may be extended for up to an additional six (6) months when necessary because of circumstances such as extended illness or a need to continue to evaluate marginal performance, to properly evaluate the employee's performance. The trial period will not be shortened for any reason, but the City may terminate the employee prior to the completion of the trial period.
- C. New employees on the trial period will accrue vacation and sick leave but are not eligible to use vacation leave until after having completed six (6) months of employment. Employees who are on a trial period as a result of promotion or reclassification may use accrued vacation as they normally would.
- D. Employees in a trial period status remain at will. During the trial period, the employee may be terminated at any time without cause, including Public Safety employees.
- E. When the employee's supervisor determines that an employee has satisfactorily completed the trial period, the supervisor shall prepare a written performance evaluation, which will be reviewed by the Mayor. If the trial period is satisfactorily completed, the employee may be certified to regular employment status.
- F. Satisfactory completion of the trial period does not create an employment contract or guarantee employment with the City for any specified duration, nor does completion of the trial period guarantee the employee "permanent" employment. All employees of the City, except those covered by civil service or a collective bargaining agreement, are employed "at-will" as set forth in these policies.

VII. EMPLOYMENT OF RELATIVES (NEPOTISM)

- A.** The City will consider hiring immediate family members except we will not employ members of an employee's immediate family if any of the following would occur:
1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
 2. One of the parties would be responsible for auditing the work of the other;
 3. Both parties would report to the same immediate supervisor;
 4. One of the parties is a member of the Tenino City Council.
- B.** For purposes of this policy, "relatives" are defined as an employee's spouse, fiancé, live-in partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-children, step-father, step-mother, step-brother, step-sister and grandparents on both sides, aunt, uncle, first cousin or any member of the employee's household.
- C.** If a nepotism situation occurs and the City cannot make accommodations (such as a transfer), only one of the employees is eligible to remain in the City's employment. The employees involved make the decision as to which employee will resign. If this decision is not made by the employees within 30 days of notice from the City, the Mayor will make the decision on the basis of operational necessity and terminate one of the employees.

VIII. PROMOTIONS AND TRANSFERS

- A.** The City of Tenino encourages current employees to apply for vacant positions for which they are qualified. Promotions and transfers are based on the Supervisor and or Mayor's recommendation, work force requirements, performance evaluations, job descriptions and related City requirements.
- B.** Employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her trial period and possess the qualifications for the vacant position, unless the Mayor, in the best interest of the City, waives such requirements.

CHAPTER 4

COMPENSATION

I. COMPENSATION

Each job title within the City is classified into one of the City's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which is approved annually in the City's budget by the City Council.

II. EMPLOYEE PAY RATES

- A.** Employee compensation is based on a variety of factors including, but not limited to, job performance, experience, training or proven capability, initiative, team work, reliability and the City budget. Employees shall be paid within the limits of the wage range to which their positions are assigned.
- B.** Usually, but not always, new employees will start their employment at a lower rate than that paid to an existing employee. However, a new employee may be employed at a higher rate than the existing employee when the new employee's experience, training, or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum. In no case shall the pay rate be higher than the wage schedule included in the annual budget and adopted by ordinance.
- C.** Pay increases are contingent on satisfactory performance and the availability of funds. If an employee's performance is consistently unsatisfactory, the department head may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.
- D.** When funds are available the Mayor may propose, and the City Council may grant, an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group or classifications. Such adjustment, if any, must be approved by the City Council through ordinance and will not change an employee's pay anniversary date.

III. PAYDAYS

Full-time City employees are paid on the 5th and on the 20th day of each month. If payday is on Saturday, Sunday, or a Holiday, paychecks will be distributed on the last regularly scheduled working day before the payday. For non-Public Safety employees, pay periods are the 1st through the 15th and the 16th through the 31st. Public Safety employees under the 28-day 7k schedule are also paid

on the 5th and the 20th, but each such check will represent one-half of the scheduled 28-day period insofar as is practicable. Employees may choose to be paid on a monthly basis if they prefer.

IV. DEDUCTIONS

- A. The law requires some regular deductions from the employee's earnings; the employee may specifically authorize other deductions. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, applicable union contract, or statute.
- B. City employees who incur personal expenses which are billed to the City, such as through municipal/governmental employee cell phone programs, are required to sign a written agreement authorizing deductions from employee pay for any amounts the employee fails to pay on a timely basis, including any payments due prior to or coming due after issuance of the employee's final paycheck.

V. PAY INCREASES

- A. No employee may receive more compensation than is authorized by the Salary Schedule which is included with each year's budget and adopted by ordinance.
- B. There is no "automatic" pay increase of any type whatsoever. Any individual increases in pay must be initiated by the appropriate Department Head using a City of Tenino "Payroll Action Request." Payroll Action Requests must be approved by the Mayor and validated by the City Clerk/Treasurer as being within the limits of the current budget. Any increase in pay that has not been approved in writing by the Department Head, Mayor, and Clerk/Treasurer is invalid and will not be honored.
 - 1. When a Department Head has determined an employee is both eligible and deserving of an increase in pay, the Department Head will request a Payroll Action Request be prepared for the employee under consideration.
 - 2. The Clerk/Treasurer will prepare, or cause to be prepared, a Payroll Action Request on behalf of the employee and provide the form to the Department Head for signature by both the employee and the Department Head. Once so signed, the Department Head will return the Form to the Clerk/Treasurer.
 - 3. The Clerk/Treasurer will review the form for completeness and accuracy and verify the pay increase is within the means of the

current budget and, if so, will sign the form and provide it to the Mayor for his approval.

4. If the Mayor agrees with the Department Head that the employee is deserving of an increase in pay, then the Mayor will sign the Payroll Action Request and return it to the Clerk/Treasurer who will provide a copy to the Payroll Clerk for action and will file the form in the employee's Personnel File.
5. If the Mayor does not agree with the Department Head, the Mayor shall not sign the form and the employee shall not receive the pay increase.
 - (a) In the event the Mayor does not approve of the pay increase, the Department Head shall notify the employee of that fact and shall counsel the employee, in writing, and such counseling shall provide the employee with a clear understanding of what is required of the employee to gain the increase.
 - (b) Once the counseling has been completed and documented, the Clerk Treasurer shall include the counseling and the non-approved Payroll Action Request in the employee's Personnel File.
 - (c) The Department Head shall notify the Clerk/Treasurer, in writing, when the employee has complied with all terms of the counseling
 - (d) Upon receipt of such certification, the Clerk/Treasurer will provide the original Payroll Action Form, the original written counseling, and the Department Head certification to the Mayor for approval. There is no time limit within which these actions must be completed.

VI. COMPENSATION UPON TERMINATION

- A. When an employee's employment with the City of Tenino is terminated, (whether voluntarily or involuntarily) the employee will receive the following compensation in their final paycheck as required by state law:
 1. Regular wages for all hours worked up to the time of termination, which have not already been paid.
 2. Any overtime pay due.

3. A lump sum payment of any accrued but unused vacation and compensatory time, up to the maximum allowable carry-over (see Chapter 7), less any legally required deductions or deductions authorized by the employee in writing.
- B. Holiday pay and City sick leave are non-compensable benefits and shall lapse upon termination of employment. Sick leave earned under the WPSL law shall not be paid but will continue to be available to the employee should they be reinstated within 12 months of separation.
 - C. As authorized, unpaid personal expenses that are or may be charged to the City, expenses due to the failure to return City property after termination, or any damage caused by the employee to City property will be subtracted from the final paycheck. In the event a terminated employee does not return all City property which could include, but is not limited to, keys, credit cards, phones, radios or other equipment, they will be charged for all expenses related to the loss or replacement of such items or re-keying of buildings, vehicles or equipment.

CHAPTER 5

PERFORMANCE EVALUATIONS, TRAINING AND TRAVEL

I. PERFORMANCE EVALUATIONS

- A.** Performance evaluations are designed to provide a tool for regular communication between the employee and his/her supervisor. Performance evaluations are normally prepared in writing, and then discussed with the employee by an appropriate supervisory employee. In the event an employee is not performing up to the City and the supervisor's standards, the supervisory employee shall establish a time frame for improvement and identify the tools needed for improvement. If the employee fails to improve in the time frame specified, the employee may be subject to demotion or termination.
- B.** To achieve the City's goal of teamwork, public accountability and efficiency, as well as to educate, train, promote and retain the best qualified employees for every job, the City conducts periodic performance evaluations for all positions. Employees are normally evaluated by their supervisor prior to completion of their trial period and annually thereafter.
- C.** The Mayor is responsible for developing and maintaining the City's performance evaluation program; the Department Heads implement that program within their Departments.
- D.** The evaluation is part of an employee's personnel record and may be a factor in determining, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

II. TRAINING POLICY

- A.** Our employees are the City's most valuable asset and training is the most cost-effective risk-reduction measure the City can undertake to protect those assets. Properly trained employees are both more productive and are less likely to commit errors. Training instills confidence and thereby bolsters employee morale. The willingness to commit to training engenders loyalty among the City's employees, making training an even more cost-effective undertaking because it reduces turnover.
- B.** The City seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge, and abilities directly related to City employment; to obtain or maintain required licenses and certifications; and to develop staff resources or promote cross training of existing employees. Opportunities may include, but are not limited to:

 - 1.** On-the-job training and in-house workshops and seminars sponsored by other agencies or organizations.

2. Conferences and conventions organized around specific subjects, professions, or fields of endeavor.
 3. On line training, such as that made available by the Association of Washington Cities, the Risk Management Services Agency, or other State agencies.
 4. Enrollment in distributive training courses that may use correspondence, web-based training platforms, or interactive video to facilitate learning.
 5. Employees are encouraged to work with their supervisor to identify appropriate training programs to assist employees in improving job performance or expanding their job duties or increasing their accuracy, skills or efficiency.
- C. Employees may be required to cross-train with other specialties within their own or another Department to perform a variety of tasks, in order to allow the City to provide uninterrupted services in the event of an employee's absence, whether such absence is long or short term. Cross-training helps all employees assist each other in times of high work load as well. Each Department Head is responsible for identifying needed cross training functions, and demonstrating their Department is capable of functioning, even while they are away from work.

III. TRAVEL POLICIES, REGULATIONS, AND PROCEDURES

- A. The City of Tenino encourages attendance and participation of City officials at meetings, conferences, and training events where such participation is determined to be in the best interests of the City of Tenino.
- B. City Officials who attend such meetings, conventions, or training shall be reimbursed or shall be provided a City Credit Card for all valid business expenses related to such attendance. Spouses, other family members, or guests may accompany such City Officials (when appropriate), but their attendance shall be at the sole expense of the Official involved and at no cost to the City.
- C. Regardless of purpose, whenever travel is required or desired on behalf of the City, the following policy is applicable:
 1. Except as otherwise provided by law, City-owned or leased motor vehicles are to be used only for Official City Business.
 2. When a City-owned or leased motor vehicle is being operated, any person exercising control over and/or operating the vehicle is

expressly prohibited from engaging in the transportation of unauthorized passengers. Unauthorized passengers or those passengers not engaged in performing official city business and/or not specifically authorized by the Mayor or a Department Head. Unauthorized passengers can include, but are not limited to, family members, relatives, friends, or pets.

3. When driving or operating any City vehicle, the driver or operator is required to:
 - (a) Be in possession of a valid Driver's License and present it when requested by any appropriate authority.
 - (b) Familiarize themselves with the manufacturer's handbook pertaining to the vehicle and operate the vehicle at all times in a professional and safe manner, to include compliance with all applicable traffic laws and regulations.
 - (c) Properly use seat belts as required by state law. The driver must ensure compliance by all passengers. Any passenger who refuses to comply with the seat belt requirements shall not be authorized to ride in the vehicle.
 - (d) Adjust driving speed and vehicle equipment to match any change in driving conditions. If, for safety reasons, travel plans must be altered due to environmental conditions beyond the driver/operators control, you must promptly notify your immediate supervisor (or Department Head) and seek guidance before continuing.
 - (e) Ensure the vehicle is ready for the next use prior to returning the vehicle at the completion of a trip by purchasing fuel, lubricants, or other required items and providing the receipts for such purchases to the supervisor or Department Head.
 - (f) Seek supervisor or Department Head approval prior to authorizing any emergency repairs.
 - (g) Promptly report the occurrence of any moving or non-moving violation or infraction the operator has been cited for. It is also the responsibility of the operator to promptly pay the issuing jurisdiction for any fines or fees as a result of any such infraction or violation. Such expenses shall not be reimbursed by the City.
 - (h) Follow City policies for reporting vehicle mechanical problems and arranging for repairs or maintenance.

- (i) Be responsible for maintaining a good appearance of the vehicle.
 - (j) Complete a City of Tenino Vehicle Accident Report form, or other approved vehicle accident report form, for any accident, regardless of how minor. Such report must be submitted to the Department Head and Clerk/Treasurer within 24 hours of trip completion, or the next business day if the trip ended on a Friday or the eve of a Holiday.
 - (k) Safely organizing and storing equipment/supplies in the vehicle so they are secure in the event of a sudden stop or other violent maneuver.
 - (l) Selecting a well-lit, safe area for parking.
4. The following items are prohibited while driving, operating, or riding as a passenger in a City Vehicle:
- (a) Smoking, chewing, vaping, or otherwise ingesting any tobacco, cannabis, or other intoxicating substance.
 - (b) Driving under the influence of any intoxicating beverage, drug, or other impairment-producing substance as advised by health professionals.
 - (c) The transportation of firearms or other weapons or explosives, concealed or otherwise, unless the transportation of such items are required for the performance of official duties.
5. Drivers or operators are prohibited from the following while driving or operating a City-owned or leased vehicle:
- (a) Using any hand-held electronic devices (such as a cellular telephone or two-way radio), unless such electronic devices are capable of "hands free" operation or are permanently installed as part of the vehicles' mission-essential equipment (police, fire, and emergency medical response vehicles, for example.)
 - (b) Using any headphones, "ear-buds," or other device specifically designed to either insulate the wearer from environmental noises or to convey audio signals such that

only the wearer may hear them. For the purpose of this policy, prescription hearing aids are exempted.

- D. If a private automobile is used for business travel away from the City, the employee will be reimbursed operating expenses at the rate specified by the federal General Services Administration. Every effort should be made to car pool, use public transportation, or coordinate with neighboring jurisdictions in an attempt to conserve resources whenever feasible.

IV. TRAVEL EXPENSE REIMBURSEMENT

- A. Regardless of purpose, all travel to be performed at City expense must be authorized in writing by the Mayor (for Elected or Appointed Officials and Department Heads) or a Department Head (all other employees or volunteers).
- B. The arrangements for any such travel shall be those that are most advantageous to the City of Tenino and not at the whim or personal convenience of the traveler, regardless of the traveler's position with the City. Accordingly, it is preferred that the City make all such arrangements. Reimbursement for transportation provided by a Commercial Carrier shall be no greater than "coach" class (or equivalent) and the maximum reimbursement of lodging costs is limited to the maximum amount for lodging as determined by the federal General Services Administration for the destination under consideration. If personal travel is combined with City-related travel, the traveler is personally responsible for any expenses not related to the purpose of the travel.
- C. When authorized to travel at City expense, City officials will be reimbursed per diem expenses up to the maximum allowable amount as determined by the federal General Services Administration for the destination under consideration.
 - 1. The per diem allowance is designed to cover the costs of being away from home, such as food, laundry, toiletries, tips, and other incidental expenses. In general, the per diem allowance may be used in any manner the traveler wishes, except that the City specifically will not reimburse any expenses related to alcohol, cannabis, pornography, or the procurement of any personal services not directly related to the purpose of the travel.
 - 2. When the cost of training (or conference attendance) includes meals, the per diem rate will be adjusted accordingly. The amount of the adjustment will be the cost for the meal (Breakfast, Lunch, or Dinner) established by the federal General Services Administration for the destination under consideration.

- D. Requests for reimbursement shall be submitted on a City of Tenino Employee Reimbursement form completed and signed by the employee and the Department Head. All receipts must be attached.
1. Receipts are required for:
 - (a) Any transportation via Commercial Carrier.
 - (b) Lodging.
 - (c) Any item purchased with a City credit card.
 2. Receipts are not required for any meals, tips, or other personal items not purchased with a City credit card. As explained above, reimbursement for such items will not exceed the Per Diem rate established by the federal General Services Administration for the destination under consideration.
- E. Reimbursement will be made in the next regular accounts payable claims cycle and the Travel Expense Voucher will be audited by the Clerk/Treasurer prior to presentation to Council for approval.
- F. Travel Using a City credit card.
1. For the convenience of the traveler, travel may be conducted solely through the use of a City credit card, when approved by the appropriate Department Head.
 2. When the expected form of payment for all travel-related expenses is a City credit card, all of the policy provisions related to the travel are in full force and effect, including:
 - (a) All travel is to be performed at the least cost to the City and the maximum amounts payable for lodging and per diem are those amounts established by the federal General Services Administration for the destination under consideration.
 - (b) The traveler is responsible for any amounts over and above the established limits that were charged to the City credit card.
 - (c) The City credit card shall not be used to purchase anything on behalf of anyone other than the authorized traveler.

- (d) The traveler is responsible to provide the receipt for any purchase made using the City credit card.
- (e) The traveler shall not use a City credit card to purchase anything not related to the purpose of the travel.
- (f) If the City credit card is lost or stolen while travelling, the traveler shall immediately notify the credit card company and file a lost/stolen credit card report. The traveler shall then notify the City Clerk/Treasurer, who will notify the appropriate Department Head.

CHAPTER 6

BENEFITS

I. RETIREMENT BENEFITS

- A.** The City of Tenino makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA and Medicare payroll deductions.
- B.** The Law Enforcement Officers' and Firefighters' Retirement System (LEOFF) covers all regular full-time uniformed employees in the police department. The State of Washington sets benefit levels and contribution rates.
- C.** The Public Employees' Retirement System (PERS) covers all eligible employees. The State of Washington sets benefit levels and contribution rates.
- D.** Employees intending to retire should notify their Supervisor at least three months prior to the date of retirement, to assist the City in the transition of responsibilities, hiring, and training of a replacement and to ensure a smooth transition for both the City and the employee.

II. WORKERS COMPENSATION

- A.** All current employees are covered by the State Industrial Insurance program (worker's compensation). This type of insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost for any disability resulting from job-related injuries or illnesses. All job-related accidents must be reported immediately to the employee's Supervisor and the City Clerk-Treasurer.
- B.** When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Worker's Compensation.
- C.** If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary, pending receipt of Worker's Compensation benefits. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred.
- D.** Failure to repay the City for any duplication of benefits as required by this policy will be considered fraudulent and will subject the employee to discipline, including termination and continuing obligation to repay the benefits duplicated between sick or personal leave payout and wage compensation paid by the State.

- E. A Doctor's Certificate authorizing return to work and specifying any limitations will be required prior to the employee returning to work. Such medical return to work evaluations are to ensure the safety of the returning employee, the City and public and will be required in any situation where a leave occurs which indicate the employee's leave from work was due to a condition that was inconsistent with or has impacted the employee's job duties, particularly the employee's essential job functions.
- F. The City may require an examination at the City's expense, performed by a physician of the City's choice, to determine when the employee can return to work and if he/she will be capable of performing the duties and responsibilities of the position.

III. INSURANCE BENEFITS

- A. Full-time employees are eligible to participate in the City of Tenino's insurance programs. Insurance coverage will begin on the first of the month following date of hire. The programs and criteria for eligibility will be explained upon hire and are outlined in these policies. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.
- B. Temporary and Provisional employees are not eligible for health insurance benefits.
- C. Unless otherwise required by law, the City does not pay health insurance coverage for employees who are on unpaid leaves of absence after the premium is paid for the initial first month of the unpaid leave. This includes employees requesting or placed on family leave and who are on worker's compensation leave. This includes employees requesting or placed on family leave and who are on worker's compensation leave, once all accrued compensation is exhausted.
- D. If permitted by the insurance provider, an employee on approved unpaid leave of absence may elect to continue to self-pay the health insurance premiums to maintain coverage during the period of their leave.
- E. Except in cases of termination for gross misconduct, upon an employee's termination from City employment, the former employee may elect, at his/her option and expense, to continue City health insurance benefits to the extent permitted by the insurance policy, up to a maximum of one year or any other applicable statutory period where coverage can be extended under COBRA.

- F. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.

IV. UNEMPLOYMENT COMPENSATION

- A. City employees may qualify for Washington State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met. An employee is not eligible for benefits if they voluntarily resign their position without good cause. Employees who are terminated for misconduct are not entitled to benefits. Under Washington's Employment Security Act, an employee's intentional violation of an employer's rule which harms the employer's interest can be considered misconduct. Refer to the unemployment statutes for additional information on eligibility.
- B. The City is not able to negotiate with employees as to their eligibility or ineligibility for unemployment benefits, as this decision is made by Washington's Employment Security Department. The City is obligated to respond to each application for benefits accurately, providing the Department with specific reasons for the employee's separation, to make certain these benefits are administered properly.

CHAPTER 7

LEAVES OF ABSENCE AND TIME OFF

I. LEAVE TYPES

A. Vacation Leave.

1. Vacation time is accrued monthly. Part-time employees will receive vacation on a pro-rata basis, provided they normally work at least 70 hours per month.
2. Temporary and Provisional employees are not eligible for any vacation benefits. Employees do not accrue vacation leave during leave without pay.
3. Whenever an employee accrues and carries-over into a succeeding year more than 40 hours of vacation leave, Supervisors shall ensure each such employee schedules a minimum of one continuous 40-hour block of vacation leave sometime in that year.
4. Unless the result of a bona fide emergency, leave requests shall be submitted at least two weeks prior to taking vacation leave if such leave will be in excess of two (2) consecutive days.
5. The maximum number of vacation days which may be carried over from December 31 of one year to January 1 of the next year is 120 hours. Vacation hours will be utilized on a first-in-first-out basis. Where a vacation had been previously scheduled, but City operations have made it impractical for an employee to take such scheduled vacation time, the Mayor may authorize additional carryover. Such authorization must be in writing and the vacation must be taken as soon as possible after City operations permit.
6. In the interest of employee health and well-being, even where there is no carry over from a previous year, all eligible employees shall be encouraged to take a minimum of 40 consecutive hours per year of vacation leave, if accrued hours are available.
7. Employees will be paid for unused vacation time upon termination of employment, up to the maximum of 120 hours that may be carried over from year to year.
8. Each regular full-time employee is entitled to vacation leave as follows:

Length of Employment	Vacation Earned per month
1 – 12 Months	8 hours
13 – 48 Months	9.33 hours

49 - 84 Months	10 hours
85 - 120 Months	10.67 hours
121 - 156 Months	11.33 hours
157 - 192 Months	12 hours
193 - 228 Months	12.67 hours
229 + Months	14 hours

B. Sick Leave.

1. Washington Paid Sick Leave Law. Under the WPSL, all workers, whether full-time, part-time, permanent, temporary, or provisional, sick leave is accumulated at the rate of one (1) hour of paid sick leave for every 40 hours worked. Sick leave may carry over at the end of each year, and employers may limit the amount of carry-over to 40 hours. If a separated employee is reinstated within 12 months, the employee's former accrued sick leave balance is restored up to a maximum of 40 hours.
2. However, the City of Tenino provides a more generous sick leave program to its full-time employees than that made mandatory by the WPSL law. All full-time regular employees will accrue sick leave benefits at the rate of eight hours for each calendar month of continuous employment. The City allows accrual of up to 720 hours.
3. Employees accrue and may use sick leave during their trial periods. Temporary employees do not earn City sick leave benefits but will earn WPSL sick leave. Employees do not accrue sick leave benefits during leave without pay.
4. The City's sick leave covers those situations in which an employee is absent from work due to:
 - (a) Physical injury to or illness of the employee (not due to a workplace injury);
 - (b) The need to care for the employee's dependent children under the age 18 who are ill;
 - (c) To care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious or emergency health condition; Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

- (d) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - (e) Use of a prescription drug which impairs job performance or safety;
 - (f) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability. Vacation leave, compensatory time, or leave without pay may be used for this addition time off.
5. A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.
6. Employees who use all their accumulated sick leave and require more time off work due to illness or injury are eligible to utilize the Family Medical Leave Program. Employees may not use sick or vacation leave in advance of accrual.
7. Employees will not be paid for any unused sick leave upon leaving City service for any reason. As mentioned above, up to 40 hours of sick leave will remain available to an employee who is reinstated within 12 months of separation.
8. The City may require a doctor's certificate to verify a family member's condition and the need for treatment, supervision or care.
9. Any conflict between the WPSL and the City's sick leave policy will be decided by the requirements of the WPSL.
10. Sharing of Sick Leave.
- (a) The purpose of shared leave is to permit City employees, at no additional employee cost to the City other than the administrative cost of administering the program, to come to

the aid of a fellow employee who is suffering from illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to either take leave without pay or to terminate their employment with the City.

- (b) Employees with a medically documented illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to either be in a leave without pay status or to terminate employment with the City, may, subject to the provisions of this section, request and be permitted to receive donations of sick leave from other employees.
- (c) The Mayor may authorize sick leave donations if:
 - (i) The employee requests to receive donations of sick leave.
 - (ii) The employee's request is consistent with the purpose of this section and the employee has depleted, or is about to deplete, his or her annual leave and sick leave accruals.
 - (iii) The employee has been employed by the City for 24 consecutive months and is not under disciplinary action at the time the request for donated sick leave is made.
 - (iv) The employee is currently eligible for sick leave and has no documented record of sick leave abuse.
 - (v) The employee has diligently pursued and is found to be ineligible for state industrial insurance benefits, or such benefits have been exhausted.
 - (vi) There are other City employees who are willing to donate sick leave.
 - (vii) The total amount of sick leave that can be donated to any single employee will be determined by the Mayor on a case-by-case basis. In no case will the amount of donated sick leave exceed 600 hours (75 working days) during an employee's career.

- (viii) While an employee is on shared leave, he or she will continue to be classified as a City employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation leave.
- (d) Leave shall be transferred on an hour-for-hour basis, regardless of the hourly wage of either the transferor or the transferee.
- (e) Any employee with more than 120 hours of accrued sick leave may donate any of the amount over 120 accrued hours, up to a maximum of 600 hours. There is no limit to the number of times any single employee may donate sick leave during their employment with the City.
- (f) Any leave donated under this section that is not used will be returned to the donating employee(s), provided that there is no reasonable expectation that the leave will be needed in the near future in connection with the illness or condition for which the donation was permitted.
- (g) This program is a voluntary program and creates no vested rights for any employee. It may be amended, suspended, or terminated at any time by the City Council.

C. Family Medical Leave Program

1. Washington's Paid Family and Medical Leave Program is designed to offer a partial wage replacement while on leave to recover from an illness or injury, to bond with a new child, to take care of a sick or injured family member, or for absences resulting from certain military obligations.
 - (a) Beginning January 1, 2019, employees will begin monthly deductions to pre-pay for WPFML benefits.
 - (b) Beginning January 2, 2020, employees may apply for benefits.
 - (c) Employees who have been with the City for at least 12 months and who work at least 1,250 hours in the prior year, PFML leave is job-protected, meaning an employee must be returned to the same or comparable position at the end of the leave period.

2. The City of Tenino also offers its own Family Medical Leave Program and will provide up to 12 weeks of unpaid leave during a 12-month period to any eligible employee who needs the time off:
 - (a) For a serious health condition of the employee that prevents him/her from performing the essential functions of his/her job; or
 - (b) To care for the employee's spouse, child or parent where that family member has a serious health condition; or
 - (c) For the birth of a child of the employee, in order to care for the child; or
 - (d) For the placement of an adopted or foster child with the employee.
3. To be eligible an employee must have been employed for at least 12 months and have worked for at least 1600 hours during the previous 12-month period.
4. The employee must provide the City with reasonable notice of his/her intention to take leave when possible.
5. The City of Tenino requires that employees utilize all their available paid leave, regardless of type, prior to taking any unpaid leave.
6. The City may require certification from the health care provider of the employee or employee's ill family member in support of the employee's request for leave. This certification should state the date on which the serious health condition commenced, the probable duration of the condition, and the appropriate medical facts known by the provider regarding the condition. If the leave request concerns a family member, the certification should state that the employee is needed to care for the family member, and provide an estimate of the length of time that the employee's care will be necessary.
7. The City may request subsequent re-certification of a medical condition at reasonable intervals, not to exceed once every thirty days.
8. The City may grant intermittent leave or a flexible work schedule, specific schedules will be set up to accommodate the needs of both the City and the employee, this schedule must be followed.

9. In the event of the death of an immediate family member, not to exceed three (3) consecutive days to attend the funeral or memorial service (maximum 24 work hours). The phrase "immediate family" for the purpose of the bereavement policy includes the employee's spouse (or domestic partner), brother, sister, father, mother, step-father, step-mother, grandparent, children, step-children, grandchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law.
10. Two additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds 200 miles each way (maximum 16 hours).

D. Pregnancy Leave

1. Pregnant employees are permitted to work as long as they are able to perform their jobs. If an employee has been absent from work as a result of a pregnancy-related condition and recovers, she will be able to return to work.
2. The City shall hold the position open for a pregnancy-related absence as required by law.

E. Leave without pay

1. The Supervisor, with the approval of the Mayor, may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of twenty-one (21) days per year (unless eligible for WPFML.)
2. Only full-time and part-time employees who have satisfactorily completed their trial period are eligible for leave without pay. The following requirements apply:
 - (a) Leave may be granted to an employee for a period of up to thirty days at the discretion of the Supervisor and with the approval of the Mayor. Further extensions are at the discretion of the Mayor.
 - (b) Accrued compensatory time, if any, sick leave and vacation leave must be exhausted prior to taking any leave without pay.

- (c) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.
 - (d) In certain circumstances, self-payment of insurance benefits may apply. See Section 6.3 on Insurance Benefits.
3. An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned. An employee returning from a temporary disability may, at the City's option, return to the same position or to a similar position at a comparable rate of pay.
 4. If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties, and responsibilities of the employee's position.
 5. The City may require verification of the reason for the leave. If the leave is due to a medical condition, whether of the employee or of the employee's family member, the City may require a doctor's certificate verifying the need for leave and estimated length of time for the leave, as set forth above. For military leave, a copy of the employee's orders must be provided.
 6. The City may require verification that the employee is entitled to reinstatement, such as copies of discharge papers or proof of attendance at jury duty. If the leave without pay is due to the employee's serious medical condition the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the essential duties, and responsibilities of the employee's position safely.

F. Jury and Witness Leave / Voting

1. The City of Tenino provides all employees with leave for the full period of jury duty service. Jury duty for the first two weeks is paid; thereafter it is unpaid. The employee must provide a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, the employee is required to provide proof of jury service and to reimburse the City for any additional jury pay received for the time period that the City was paying the employee for jury duty. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

2. All full and part-time employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless the employee is testifying as a witness for the City or as part of their job duties. Employees may utilize their available paid leave during this type of leave.
3. Voting.
 - (a) The City encourages employees to fulfill their civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening and the City expects that employees will be able to vote either before or after work hours.
 - (b) If an employee's schedule does not permit sufficient time for an employee to vote either prior to or after their scheduled shift, the City shall allow up to two hours without loss of pay to vote. This time is only available when requested in advance and must be taken either before or after the scheduled shift.

G. Administrative Leave

On a case-by-case basis, the City may place an employee on administrative leave with pay for an indefinite period of time. Administrative leave may be used in the best interest of the City as determined by the Mayor during an investigation or other administrative proceeding

H. Military Leave

1. Employees who are members of the National Guard or Federal Reserve Military Units may be absent from their normally scheduled duties, for a period of up to 21 days per calendar year when they are ordered to perform active military duty or inactive training duty.
2. The employee must provide a copy of their orders (or duly approved Training Schedule) for the time period the employee is on military leave and, in accordance with Washington State Law, such employee will continue to receive their regular City wages while performing such duties.
3. Employees who are members of the National Guard or Federal Reserve Military Units who are ordered to deploy in support of contingency operations (whether overseas or within CONUS) will not continue to be paid their regular City wages, but will be granted

Military Leave for the duration of such deployment. Upon completion of military duty, the employee shall be returned to the same, or similar (in terms of duties and compensation), position.

I. Early Cash-Out

1. An employee may request an early cash-out of either vacation leave or compensatory time under the following conditions:
 - (a) The employee must have taken, or be scheduled to take, a minimum of 40 consecutive hours of either vacation leave or compensatory time within the previous 320 days; and
 - (b) The employee has accrued the maximum amount of vacation leave or compensatory time that may be carried-over into a succeeding year, or would exceed the maximum carry-over amount if not cashed-out early; and
 - (c) There are at least 45 calendar days remaining in the current fiscal year; and
 - (d) If not cashed-out, the employee would have to forfeit some amount of leave; and
 - (e) The dollar amount of any such cash-out must be within the means of the existing budget.
2. If the employee has both vacation leave and compensatory time that would be forfeit, the compensatory time shall be cashed-out first.
3. Early cash-out of vacation leave is limited to 120 hours in an employee's career with the City. There is no limit regarding compensatory time.
4. The employee must submit a request for early cash-out in writing. The Mayor is the approval authority for the request, which approval shall not be unreasonably withheld. If approved, an early cash-out shall be processed with the current payroll cycle for disbursement with the employee's normal pay check. No request for early cash-out will be processed as a "supplemental payroll" or under any other guise to effect payment outside the current payroll cycle.

II. HOLIDAYS

A. The following holidays are recognized by the City:

New Year's Day	January 1
Martin L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25th
Floating Holiday (2)	

- B. Any holiday falling on a Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday.
- C. Non-exempt regular full-time employees scheduled to work over any holiday will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday.
- D. Temporary employees will be paid at their regular straight time rate for hours worked on a holiday.
- E. Employees hired prior to July 1 will be entitled to two floating holidays for that year. Employees hired after that date receive one floating holiday in the year hired.
- F. If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may negotiate a substitute day off using vacation, compensatory time, or leave without pay; provided however, any such arrangement may not interfere with City operations.

CHAPTER 8

**EMPLOYEE
RESPONSIBILITIES
&
CONDUCT**

I. EMPLOYEE RESPONSIBILITIES & CONDUCT

A. General Code of Conduct

1. All City employees are expected to represent the City to the public in a professional manner that is courteous, efficient, and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and supervisor.
2. Because the City of Tenino's success in serving its citizens depends upon each employee's performance, the City has established certain minimum standards of personal conduct. Among the City's expectations are:
 - (a) Use of basic tact and courtesy toward the public and fellow employees, at all times;
 - (b) Adherence to City policies, procedure's, safety rules and safe work practices;
 - (c) Compliance with directions from supervisors;
 - (d) Preserving and protecting the City's equipment, grounds, facilities and resources;
 - (e) Providing orderly and cost-efficient services to citizens;
3. When in public all employees will refrain from any conversation or action that could discredit or distract from the City's objectives.
4. All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City. Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
5. The City of Tenino is a relatively small organization. To make the most efficient use of personnel, the City reserves the right to change an employee's work conditions and duties as originally assigned to the extent allowed by law. When these arrangements become necessary, the City expects the employee's cooperation.

B. Response to Citizen Complaint

1. When a complaint is received it will be distributed to the appropriate Department Supervisor, the Clerk/Treasurer, and the Mayor.
2. If the complaint is not received on a City of Tenino Citizen's Action Request, the Department Head of the department that received the complaint will complete that form. A copy of the completed Citizens Action Request will be delivered to the City Clerk/Treasurer within three (3) working days of receipt of the original Complaint.
3. The Clerk/Treasurer will coordinate with the appropriate Department Head to determine an estimated date or time by which the complaint should be resolved, or why the City should take no action on the complaint. The Clerk/Treasurer will inform the complainant of the results of this coordination and will track the complaint through to resolution.

II. PROHIBITION OF WORKPLACE VIOLENCE

- A. The safety of the City's employees and the public is the City's paramount concern when dealing with issues of violence or threatened violence in the workplace. Acts of violence, threats, aggressive behavior, or intimidation will not be tolerated by City employees. This includes verbal or physical threats made while on duty or on City property. This includes communications through electronic means or through a third party. Destruction of property is also prohibited.
- B. Threats or intimidation of public officials is prohibited. Any such conduct by members of the public directed at a City employee or City official will be grounds for refusing City services or access to services, or legal action, including criminal action, when appropriate. Any such conduct by a City employee is grounds for disciplinary action up to, and including, termination.
- C. If any City employee is aware of such conduct being directed at a City employee or City official, whether the source is another City employee or member of the public, they are encouraged to report such conduct immediately to the City Clerk/Treasurer, Mayor or law enforcement. The City will take police action when needed to meet these safety goals.
- D. An employee, who participates in, commits or threatens to commit an act of violence in the course of his or her employment or directed toward a co-worker will be subject to discipline, most likely immediate termination, as a means of protecting the work environment from this type of conduct.

III. OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

- A. Employees shall not, directly or indirectly, engage in any outside employment or financial interest, which may, in the City's sole opinion, conflict with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:
1. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
 2. Is conducted during the employee's work hours;
 3. Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
 4. Is employment with a firm which has contracts with or does business with the city; or May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits the City.
- B. An employee, who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she obtains prior approval from his/her immediate supervisor.
- C. Employees may not wear City uniforms or use City equipment, including vehicles, in ways which indicate, or could be interpreted to indicate, that the City is sponsoring or endorsing activities. To avoid conflicts of interest, each employee must:
1. Maintain a high standard of conduct and disqualify him or herself from exerting influence in any transaction where his or her own interest may conflict with the best interest of the City, or where the employee may gain or be perceived to gain any financial or other personal benefit.
 2. Report to the City Clerk/Treasurer any financial interest the employee or any member of his or her family may have in any entity, agency or concern doing business with the City.
 3. Refuse to accept any remuneration, gift or promise of a benefit received from anyone who has a business relationship with the City, and report all such conduct to the City Clerk/Treasurer or Mayor.

4. Accept no cash, merchandise or any item of more than a de minimis value from anyone who has a business relationship with or interest in dealing with the City. Items that are donated to use as a door prize for a fundraiser or to be auctioned or raffled off for the benefit of the City are not considered gratuities to the employee if used strictly for the purpose intended.
 5. Refrain from using information or knowledge acquired by virtue of the employee's position in the City for any personal gain or advantage by divulging such information to anyone who could use it in a manner detrimental to the City or detrimental to the fairness of the process, such as a competitive bidding process.
 6. Report to the Mayor or City Clerk/Treasurer any knowledge the employee has of a potential violation of this policy.
- D. Any employee who serves as a consultant to, or a director, officer or part-time employee of a business or agency that does business with the City, when that relationship has not been fully disclosed to the City has a conflict of interest. This is true even when the City employee has no direct contact with the City in the course of the business or agency's dealings with the City. This places the City at risk for inadvertent disclosure of confidential information and creates the appearance of impropriety. Thus, all employees must obtain written approval from the Mayor before the employee may accept outside work with a firm or entity that has or may have dealings or a relationship with the City.

IV. POLITICAL ACTIVITIES

- A. City employees may participate in political or partisan activities of their choosing on their own time provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.
- B. Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.
- C. Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

V. CONFIDENTIALITY OF BUSINESS INFORMATION

Employees of the City of Tenino may receive and have access to personal information regarding its taxpayers, rate payers and other employees and officials. Employees are obligated to keep this information confidential. All requests for confidential City records or information must be referred to the City Clerk/Treasurer, Department Head or Mayor. Employees are prohibited from distributing confidential information. This obligation exists during employment and it continues indefinitely after employment with the City ends. Employees who violate this provision shall be subject to discipline up to and including termination.

VI. NO SMOKING POLICY

- A.** Smoking (of any substance) or vaping is prohibited in all areas frequented by the general public and all meeting rooms used by City staff or the public and all work areas.
- B.** Smoking or vaping is prohibited in City Equipment, including but not limited to vehicles.
- C.** Smoking or vaping (of non-intoxicating substances) is permitted only in designated areas outside of the City's buildings.
- D.** This policy is extended to chewing tobacco, snuff, or similar substances.

VII. PERSONAL PROPERTY AND EXPECTATIONS OF PRIVACY

- A.** The City of Tenino does not assume responsibility for any theft or damage to the personal belongings of employees. Desks, equipment, lockers, vehicles and other business property belong to the City. Employees have no expectation of privacy when using or granted access to City provided equipment, such as lockers, desks, storage areas, vehicles, computers, phone systems or any other City owned property or equipment. The City reserves the right to search these areas or equipment from time to time, to make certain City policies regarding use of this equipment or the City facilities is appropriate. In addition, if there is a reasonable belief that a criminal act, such as theft has occurred on City premises, the City reserves the right to search employee's personal belongings brought onto City premises, when necessary to confirm whether a crime or theft has occurred or to confirm whether a violation of these policies has occurred.
- B.** Improper use of equipment or City owned facilities or an employee's personal property during work hours, including use of personal cell phones

for excessive personal phone calls, text-messaging or videotaping, may also result in disciplinary action.

VIII. USE OF CITY RESOURCES

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited, as are excessive personal calls that increase the City's cost of services. Other City equipment, including vehicles, should be used by employees for City business only. All City vehicles shall remain on City property while not in service, unless specifically authorized by the Department Head. An employee's misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action, including termination.

A. City Credit Cards.

1. The purpose of City credit cards is to provide flexibility in the procurement of goods and services on behalf of the City. They are an integral part of City operations and shall not be used to procure anything that has not been authorized by the City Council, the Mayor, or a Department Head. Any such authorization is to be made strictly in accordance with the rules for procuring goods and services by a political subdivision of the State of Washington and then only within the constraints of the most recently adopted Municipal Budget.
2. A log is maintained documenting who has possession of City Visa Credit Cards.
3. Department Heads will sign out the credit card.
4. All receipts for credit card purchases will be turned in to the Accounts Payable Clerk office on at least a weekly basis for reconciliation to the statements and payment.

B. City Information Technology Resources

1. Acceptable Use Policy.
 - (a) The City provides information technology resources to employees for the purpose of conducting official city business, advancing and supporting the city's mission and to assist in providing services to its citizens. The purpose of this section is to outline general provisions which must be adhered to while using city owned information technology resources. Personal use of such equipment and access, including electronic mail, Internet access, and network

resources, is authorized only in accordance with this Acceptable Use Policy.

- (b) The City reserves the right to review employee information technology use to determine whether the use of the resources is appropriate and conforms to this policy. If an employee is not complying with this policy, the City reserves the right to remove the employee's access to the information services resources or to proceed with other disciplinary action, including, termination.
- (c) All software installations must be approved prior to acquisition. This includes programs such as screen savers, computer games, weather services, or new updates. This is to avoid system conflicts, anticipate necessary upgrades to hardware, etc.
- (d) Employees are responsible to establish and maintain passwords consistent with City requirements. User accounts and passwords must be unique to each employee and kept confidential.
- (e) Prohibited and Inappropriate Use. Information technology resources are intended for the conduct of City business. The following uses are categorically determined to be prohibited and inappropriate:
 - (i) Gaining, or seeking to gain, information for criminal purposes. Seeking access to City passwords belonging to others.
 - (ii) Unauthorized attempts to break ("hack") into any computer or voicemail system whether of the City or another organization.
 - (iii) Using information technology resources or knowingly allowing another to use the resources to advertise or promote a personal business, for commercial product advertisement, for promotion or distribution of information about non-City affiliated organizations when such organizations are unrelated to any activity or professional organization that is necessary for or adjunct to the employee's job or professional certification, or for religious purposes.

- (iv) Using an information technology resource to assist a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition, except as set forth in RCW 42.17.130.
 - (v) Processing, distributing, transmitting, or displaying inappropriate stored electronic media such as obscene, libelous or defamatory materials. This includes downloading, transmission and possession of pornographic, profane or sexually explicit materials. (Activities of the police department related to criminal investigations, or authorized personnel investigations by a Department Manager, would not constitute a prohibited or inappropriate use.)
 - (vi) Sending messages that constitute criminal activity, including but not limited to threatening or harassing messages.
 - (vii) Sending or posting confidential materials outside of the City or posting City confidential materials inside the City to non-authorized personnel.
 - (viii) Infringing on third party copyrights or other intellectual property rights, license agreements or other contracts; for example, illegally installing or making available copyrighted software.
 - (ix) Utilizing City information resources in a manner that potentially reduces the internet bandwidth available for City business such as streaming media for non-work purposes.
 - (x) Installing unauthorized software such as games, internet based services or other personal software on City owned equipment.
 - (xi) Accessing online gambling websites in order to gamble.
- (f) Limited use of information technology is permitted subject to the following limitations:
- (i) Such use shall be at no cost to the City.

- (ii) Such use shall be reasonable, as determined by management, and shall not interfere with the performance of the employee's, or other employee's, official duties.
 - (iii) Such use does not compromise the security or integrity of city information technology resources, nor involve the installation of hardware or software not purchased by the City.
 - (iv) Such use may not involve the storage of personal photos, music, documents, or other type of data on a city-owned computer or storage device.
- (g) Personal use remains subject to the "prohibited and inappropriate use" policies set forth in Section XI B, above.
- (h) No Expectation of Privacy
- (i) The city reserves the right to access, monitor and audit the activity and use of city information technology resources, communications, data, files and documents of all elected or appointed officials and employees including content sent, received and/or stored through the use of such resources. Users shall have no expectation of privacy when using city information technology resources. Such records may be subject to disclosure under the Public Records Act or may be disclosed for audit or other legitimate city operational or managerial purposes.
 - (ii) Employees are hereby advised that almost any communication on publicly owned equipment is a public record subject to disclosure under Washington state law. Furthermore, any records created while conducting city business using personally owned information technology resources may also be subject to disclosure under Washington state law. All documents, files, communications and messages stored or created on City computers are the property of the City. Accordingly, such documents, files, communications and messages are not private or confidential. The City reserves the right to review the contents of any document or communication, created or stored on a City computer or phone system, including electronic mail and voicemail.

- (iii) Users should be aware that any information technology resource, whether networked or standalone, may be accessible to other users. The City does not guarantee the privacy or confidentiality of e-mail or voicemail communications, whether internal or external.
- (iv) Never assume that e-mail or voicemail can be read/heard by no one except yourself; others may be able to read or access these communications. Users should assume that any communication, whether deleted or unsaved, may be retrieved. This can include copies of documents that were produced on a City copy machine (digital imager) and saved in the memory of the copy machine. All users should compose communications with the expectation that they could be made public.
- (i) All electronic messages, Internet, and network activity must be appropriate to the City's professional environment and consistent with the City's policies prohibiting discrimination and harassment.

2. Social Media Policy.

- (a) Scope. This policy pertains to Social Media accounts established by, and for, the City of Tenino.
- (b) Social Media Defined. Social Media is defined as the use of third-party hosted online technologies that facilitate social interaction and dialog. Such third-party hosted services and tools may include, but are not limited to: social networking sites (MySpace, FaceBook, Linked-In), micro-blogging tools (Twitter, RSS feeds), audio-visual networking sites, (YouTube, Flickr), web logs (blogs), and so forth.
- (c) The goal of the City's social media channels is to serve as an online information source focused on City issues, projects, news, and events, and **are not intended as a Public Forum.**
- (d) The City does not endorse any link or advertisements on its social media sites placed on the site by the site owners, their vendors, or partners. The City reserves the right to remove any content from its social media sites at any time.

- (e) Policy.
- (i) No Social Media account may be opened in the name of the City without first having obtained the permission of the Mayor, in writing.
 - (ii) Social media accounts opened in the name of the City are to prominently identify themselves as the “City’s Official (Insert name of Platform) Site”.
 - (iii) While social media, with its use of popular abbreviations and shorthand, does not adhere to standards and conventions of correspondence, the content and tenor of any conversations, correspondence, or posting on any social media/networking site by any City Official must adhere to basic rules of grammar and diction and must be presented in a professional manner.
 - (iv) City social media accounts are to be used by City Officials for the purpose of promoting City events and only for the purpose of providing factual information concerning such events.
 - (v) Postings shall be made only during normal business hours. After-hours or weekend postings shall only be made with approval of the Mayor or the Information Management Officer.
 - (vi) Any City Official authorized to post items on the City website or any City social media account shall not express his or her own personal views or concerns through such postings. Posting to the City website or any City social media account shall only reflect the views of the City.
- (f) City social media accounts shall not be used for any of the following purposes:
- (i) To “take action”, as that term is defined in RCW 42.30.020.
 - (ii) To promote any policy making decision.
 - (iii) For official public noticing (legal notice requirements).

- (iv) To discuss items of political, legal, or fiscal significance to the City (as opposed to simply providing factual information.)
 - (v) To advertise or promote commercial services, entities or products.
 - (vi) To endorse or oppose any political candidate or ballot proposition.
- (g) Social Media and the Public Records Act (RCW 42.56, *et seq*)
- (i) State records retention laws and schedules apply to any social media post created by the City.
 - (ii) All City social media accounts must adhere to the information retention standards in accordance with the appropriate Retention Schedule published by the Office of the State Archivist. This includes any comments that are generated in response to the original social media entry.
 - (iii) Accordingly, all City social media accounts will prominently display a disclaimer that states: "All content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act, RCW 42.56"
- (h) All comments posted to the City's social media accounts will be monitored. The City reserves the right to remove, in its sole judgement, comments that are inappropriate. Inappropriate comments include those that:
- (i) Contain obscene language or sexual content.
 - (ii) Threaten or defame any person or organization.
 - (iii) Violate the legal ownership interest of another party.
 - (iv) Support of oppose political candidates or causes.
 - (v) Promote illegal activity.

- (vi) Promote commercial services or products.
- (vii) Are not related to the topic that gave rise to the original post.
- (i) The City's official website at www.ci.tenino.wa.us (or any domain owned by the City) will remain the City's primary means of internet communication.
- (j) All content on the City website and all City social media accounts shall be reviewed, approved, and administered by the City's Information Management Officer, or designee.
- (k) The City reserves the right to terminate access to the City website or any City Social Media account at any time and without any notice.
- (l) The City shall retain full permission or rights to any content posted by the City, including documents, pictures, videos, or any other electronic content of any type.

3. **Email Management and Retention**

- (a) Electronic mail, or email, is a permanent fixture of 21st century America. The City provides email services to increase both the effectiveness and efficiency of all City Officials.
- (b) This policy applies to all users of City-provided email services, regardless of position or status.
- (c) The City of Tenino provides email services for up to 35 subscribers via contract.
- (d) The City has an email addressing scheme that is based on authorized positions, not individual employees.
 - (i) Email addresses are formed by a combination of the position title, followed by the City's domain name. For example, the email address for the Mayor is: mayor@ci.tenino.wa.us
 - (ii) City Officials assigned to a position have access to the email account for that position for the duration of time they are assigned to the position. Upon transfer,

they will be able to access the account associated with their new position including all previous email history, but will be prohibited from accessing the account for their old position. Upon separation, for any reason, access to all City email accounts will be terminated. The City retains the right to control all emails sent or received by each, and every, City email account.

- (iii) Obviously, with this type of address scheme, there is no expectation of privacy and users should not expect, or assume, any privacy regarding the content of email communications. Users should be aware that it is still possible to examine the contents of individual emails that have been deleted.
 - (iv) The City reserves the right to monitor and inspect the contents of any City email account or individual inbox contained within any City email account.
- (e) City email accounts may not be used for the following purposes:
- (i) Transmitting any material or messages in violation of federal, state, county, or local statutes, codes, regulations, ordinances, or written policies.
 - (ii) Taking any “action” (as that term is defined by RCW 42.20.020.)
 - (iii) Transmitting anything that may be construed as harassment or disparagement of others. This includes, but is not limited to, sending threatening messages, slurs, obscenities, or sexually explicit images, cartoons, or messages.
 - (iv) Distributing sensitive or confidential information as defined by RCW 42.23.070 (Code of Ethics for Municipal Officer, Prohibited Acts.)
 - (v) Distributing unauthorized broadcast messages, soliciting or proselytizing others for commercial ventures, religious, or political causes; or other non-job related matters except as provided elsewhere in this policy.

- (vi) Distributing copyrighted materials when the City does not own the copyright.
 - (vii) Distributing any materials that are designed to infiltrate computer systems internally or externally (viruses), or intentionally disrupting network traffic or crashing the network and connected system.
 - (viii) Representing yourself as another user or forging electronic mail messages.
 - (ix) Accessing, or attempting to access, any system or account to which the user is not authorized access (hacking.)
- (f) Emails are Public Records.
- (i) RCW 42.56, the Public Records Act (the Act), defines a “public record” as “any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”
 - (ii) Every email generated using the City’s Information Technology infrastructure is, by that definition, a Public Record and therefore must be maintained in accordance with the most current applicable retention scheduled published by the Office of the State Archivist, which is generally seven (7) years.
 - (iii) Unless specifically exempted by another provision in the Act, they are subject to public disclosure and, as pointed out several times above, there is no expectation of privacy such that “A person’s right to privacy, right of privacy, privacy, or personal privacy, as those terms are used in the Act, is invaded or violated only if disclosure of information about the person:
 - (1) Would be highly offensive to a reasonable person, **and**
 - (2) Is not of legitimate concern to the public.

- (iv) Washington case law is replete with examples of very public figures being extremely embarrassed, not to mention financially, politically, and/or personally devastated, by the fact that very little of what is done as part of governing a City is deemed not “of legitimate concern to the public.” The Legislative Declaration that forms the basis for the Public Records Act is instructive:

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

IX. CONTACT WITH NEWS MEDIA

- A. The Mayor is responsible for all official contacts with the news media, including answering of questions from the media. The Mayor may designate specific employees to give out procedural, factual, or historical information on particular subjects.
- B. Employees who are contacted by the news media regarding the City or City business should remain respectful and courteous, but should attempt to refer the media to the Mayor. If such efforts are unsuccessful, the employee must tell the media they are not authorized to speak on behalf of the City and therefore, anything said does not represent the official position of the City. Any employee contacted by the media must report such contact to their supervisor and the supervisor must report the contact to their Department Head, who must then report the contact to the Mayor.

X. SEAT BELT/SAFETY POLICY

- A. Per Washington law, anyone operating or riding in City vehicles must wear seat belts at all times. Employees using their own personal vehicle while on official City business must also comply with this rule.
- B. All employees are expected to obey all traffic laws and regulations while operating a City vehicle. Any citations issued to the employee while engaging in City business must be paid by the employee as a personal expense. The employee driving in connection with City business is expected to drive safely for the conditions, and be courteous to other drivers. All employees using a personal vehicle for City related business

must provide proof of insurance that provides coverage for the business use of their vehicle. If such proof of insurance is not available, or has not been provided to the City, the employee should request use of any available public vehicle, or arrange for public transportation in connection with any business related travel.

XI. DRIVER'S LICENSE REQUIREMENTS

- A.** As part of the requirements for certain specific City positions, an employee may be required to hold a valid State Driver's License or a Commercial Driver's License.
- B.** Driving records may be checked. While the City may not make inquiry into criminal or driving records prior to selecting an applicant for a position, once selected, driving records will be checked when the position requires the operation of City vehicles and/or equipment.
- C.** If an employee's license is expired, revoked, suspended, lost, or is in any other way not currently valid and in the employee's possession, the employee shall promptly notify his/her supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a current, valid license is provided.
- D.** Depending on the duration of the driver's license suspension, revocation or other inability to drive, an employee who is required to drive as one of their job requirements may be subject to disciplinary action, including termination.

XII. SAFETY

- A.** Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her supervisor. The City will make every effort to remedy problems as quickly as possible.
- B.** In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their supervisor. The Department Head shall report the accident to the Risk Manager within 24 hours. The Risk Manager will process the notification to the City's Insurance carrier.
- C.** In any accident that results in serious property loss or bodily injury, it is the City's policy to test the employee for drugs or alcohol use, to confirm that the use of drugs or alcohol was not a factor in the accident. In addition, no City employee is permitted to engage in conduct after an accident occurs,

that will negatively impact the City's or law enforcement official's investigation of the accident.

- D. All insurance information relating to the accident will be provided promptly at the accident scene and City employees will fully co-operate with any investigating officer. If any employee does not have all the information necessary, they shall contact his/her Department Head. In all cases, you must also notify your Department Head of the accident, as soon as possible.
- E. Employee safety depends on the safety consciousness of everyone. In order to facilitate a safe work environment, employees may not bring dangerous weapons to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit. The only exception to this rule involves law enforcement positions for which the job requires possession of dangerous weapons. Violations of this policy may result in termination, or other forms of corrective action as appropriate.

XIII. SUBSTANCE ABUSE

- A. The City of Tenino is committed to providing a safe, healthy, and efficient working environment for all employees. To help with this goal, employees are prohibited from:
- B. Possessing, distributing, selling, manufacturing or being under the influence of any unlawful drugs;
- C. Consuming alcoholic beverages or any cannabis product while on City premises, in City vehicles, or while on City business or time. Reporting for duty or responding to emergency calls under the influence of alcohol, drugs or other controlled substances or bringing them onto City premises;
- D. Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.
- E. An employee who violates this policy is subject to corrective action up to and including termination of employment. In keeping with this policy, employees may be required to submit to drug and alcohol testing. Employees involved in accidents may be subject to a drug and/or alcohol screen, as referenced above. Refusal to submit to a drug and/or alcohol screen may be grounds for immediate termination.
- F. While the City does not condone the abuse of alcohol or cannabis, prescription drugs, and/or use of illegal drugs, the City of Tenino does recognize that addiction to drugs and/or alcohol can be treated. If an employee voluntarily seeks assistance for a drug and/or alcohol problem

in advance of any impact noted to the employees work performance, the City will assist the employee in seeking treatment through the City's Employee Assistance Program (EAP). If disciplinary action or performance correction has already begun, but the process has not been completed, the employee may forfeit his or her access to the City's EAP services.

- G. Employees using any prescription or over-the-counter drugs that might impair their work performance should notify their supervisor. At the option of the supervisor, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.
- H. Employees must notify the City within five days of any conviction for a drug violation.

XIV. EMPLOYEE COMPLAINT PROCEDURES

- A. The City recognizes that sometimes situations arise in which an employee feels that he/she has not been treated fairly or in accordance with City rules and procedures. For this reason, the City provides its employees with procedures for resolving complaints. An employee should first try to resolve any problem or complaint with his/her supervisor/department head.
- B. When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures the employee should attempt to resolve the problem with the City Clerk/Treasurer.
- C. When all other remedies fail employees may make an appointment with the Mayor to discuss their concerns.
- D. These complaint procedures do not modify the employee's at will status.

XV. IMPROPER GOVERNMENTAL ACTION

- A. In compliance with the Local Government Employee Whistle Blower Protection Act, RCW 42.41.050, the City encourages employees to disclose improper governmental action taken by City employees or elected officials without fear of retaliation. This policy also safeguards legitimate City interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.
- B. **Definitions.** As used in this policy, the following terms shall have the meanings indicated:

- (a) "Improper governmental action" means any action by a City of Tenino employee or elected official that is undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment; and that is in violation of any federal, state, or local law or rule, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.
- (b) "Improper governmental action" **does not include** routine personnel actions (appointments, hiring, promotions, re-assignments, reinstatements, performance evaluations, reductions in pay, dismissals, suspensions, disciplinary notices, violations of collective bargaining or civil service laws, alleged violations of labor agreements, reprimands or internal grievance procedures, for example) that may simply be unfavorable to a particular employee. In addition, employees are not free to disclose matters that are protected from disclosure by state law, such as communications protected by the attorney client privilege and/or the rules governing executive sessions.
- (c) "Retaliatory action" means any adverse change in the terms and conditions of a City of Tenino employee's employment that is substantially motivated by the employee's decision to prepare or participate in a whistle blower complaint.
- (d) "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

C. Procedures for reporting

1. Employees who become aware of improper governmental action should follow this procedure:
2. In writing, bring the matter to the attention of his/her supervisor, if not involved, stating in detail the basis for the employee's belief that an improper governmental action has occurred, and provide a copy to the City Clerk. This should be done as soon as the employee becomes aware of the improper action but no later than 30 days from the date of the action in question.
3. Where the employee believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the Mayor.

4. The Mayor, and/or their designee shall promptly investigate the report of improper governmental action. After the investigation is completed (within (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential. A copy of the Action Report will be submitted to the City Clerk/Treasurer for the file.
 5. An employee who fails to make a good-faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030. An employee is also charged with responsibility to ascertain the correctness of the information furnished and may be subject to disciplinary action, not limited to but including termination, for knowingly furnishing false information as determined by the appointing authority.
 6. In the case of an emergency where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the issue. Such agencies include the State Auditor and the County's Prosecuting Attorney.
 7. Employees may report information about improper governmental action directly to an outside agency, if the employee reasonably believes that an adequate investigation was not or will not be undertaken by the City to determine whether an improper governmental action occurred. If information is reported to the State Auditor, it must be reported within one year of the occurrence. However, emergency situations require prompt reporting of any occurrence that would harm persons or property.
- D. It is unlawful for a government agency to take retaliatory action because an employee, in good faith, complained about an incident of improper government action. Employees who believe they have been retaliated against for reporting an improper government action should follow the following procedure:
1. Employees must provide a written complaint to the supervisor and the City Clerk/Treasurer within thirty (30) days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. If the Mayor is involved, the written complaint should be delivered to the City Attorney. The written charge shall specify the alleged retaliatory action and the relief requested.

2. The Mayor, or designee, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge. The identity of the complaining party shall be kept confidential, to the extent possible under the law, unless the employee authorizes disclosure in writing.
 3. After receiving the City's response, if the employee determines the City's response did not adequately address the problem, the employee may request a hearing before a state administrative law judge, to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either 15 days of receipt of the City's response to the charge of retaliatory action or within 45 days of receipt by the Mayor of the charge of retaliatory action.
 4. Within five (5) working days of receipt of a request for hearing the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence. The administrative law judge will issue a final decision not later than 45 days after the date of the request for hearing, unless an extension is granted.
- E. The Mayor, or designee, is responsible for implementing these policies and procedures. This includes posting of the policy in an area open to employees, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Department heads and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

XVI. NIMS COMPLIANCE

- A. ICS/NIMS has been institutionalized through exercise, training and through the daily use of the Incident Command System. ICS/NIMS will be used during all large-scale training and real life events. ICS/NIMS will be used when pre-planning large events and when working with other jurisdictions. ICS/NIMS will be used in emergency events and incidents to more effectively manage emergency scenes, enhance safety and improve efficiency.
- B. All new hires will go through NIMS orientation to include appropriate levels of FEMA Training.

- C. All staff will remain current with necessary FEMA Education standards as related to NIMS.

CHAPTER 9

**CORRECTIVE
ACTION
&
TERMINATIONS**

I DISCIPLINE AND TERMINATION

- A. Civil Service employees should reference the Civil Service Rules and Regulations and refer to the Civil Service Commission for appeals on any disciplinary action taken by their supervisor.
- B. All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.
- C. Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
- D. The Mayor has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the case (with the exception of Civil Service employees). Employee disciplinary action is based on the City's assessment of the severity of the conduct requiring correction, the frequency and number of prior acts of misconduct or neglect and may be affected by the City's assessment of how such conduct affects the safety and well-being of other employees. Each situation will be assessed individually and the determination of what discipline is appropriate is at the sole discretion of the City.
- E. The City is an at-will employer, with the exception of civil service employees; all employees are employed at-will. Nothing contained in these disciplinary guidelines is intended to change the at-will nature of the employment relationship. The City is not required to provide progressive discipline where immediate termination of employment is determined by the City in its sole discretion to be in the best interest of the City.
- F. The City of Tenino's success depends on its employees. The following list contains examples of actions which are detrimental to the City's interests and may result in discipline for the employee. This list is not all-inclusive, but rather merely illustrative, and is provided for your guidance.
 - 1. Possession, use, sale or being under the influence of alcohol, cannabis, or controlled substances while on City business (including standby duty). Abuse of prescription or non-prescription drugs.
 - 2. Violation of duties or rules imposed by these personnel policies or other City rule, regulation or administrative order, including those policies which prohibit discrimination and harassment and violations of City's computer and telephone use policies.

3. Inability, inefficiency, carelessness, negligence or insubordination, including a refusal or failure to perform assigned work. Concealing defective work.
4. Habitual lateness for work. Absence without proper notification to immediate supervisor. Excessive absenteeism unrelated to an approved leave.
5. Conviction of a felony or a gross misdemeanor.
6. Unauthorized use of City position for personal gain or advantage. Accepting unlawful gratuities or bribes.
7. Unauthorized release of confidential information about the City, its customers, or its employees.
8. Theft or unauthorized removal or possession of property from the City, fellow employees, customers or anyone on City property. Misusing, destroying or damaging property of the City, a fellow employee, a customer, or a visitor.
9. Altering or falsifying any timekeeping record. Unauthorized recording or alteration of another employee's time record.
10. Misrepresenting information, situations or one's actions to a supervisor, City management or others in authority.
11. Misrepresentation or withholding of pertinent facts in securing employment. An individual who supplies false or misleading information to the City in the hiring process is subject to immediate termination, if hired, without regard to the length of time the employee has been employed by the City.
12. Intentional falsification of records/paperwork required in the transaction of City business.
13. Disorderly conduct, including fighting on the premises.
14. Bringing dangerous or unauthorized materials on City property or a job site, such as, but not limited to, explosives, firearms or other similar items.
15. Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in injury to others. Failure to wear required safety clothing and equipment.

16. Unauthorized operation or using machines, tools, or equipment to which the employee has not been specifically assigned. This includes the unauthorized use of another employee's computer password or email address.
17. Theft of mail, either paper or electronic, or unauthorized viewing of mail of the City or fellow employees.
18. Carelessness or negligence while performing work related duties.
19. Working unauthorized overtime.
20. Rudeness, discrimination, intimidation, coercion, use of obscene language or gestures or lack of courtesy to the customers, the public or fellow employees. Immoral conduct while on duty.
21. Making malicious, false or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the City, public officials and/or other employees, on or off premises.
22. Failure to promptly report to your immediate supervisor and the City Clerk/Treasurer an on-the-job injury or accident involving an employee, equipment, property, or visitor.
23. Failure to properly secure City facilities or property.

II POSSIBLE CORRECTIVE ACTIONS

- A.** In the event that corrective action is necessary, the following types of actions may be utilized:
 1. Oral Warning.
 2. Written Reprimand.
 3. Suspension
 4. Demotion.
 5. Termination.
- B.** The choice of corrective action in any circumstance is solely at the City's discretion. In many situations, it is not in the City's best interest to allow any serious safety issue or misconduct to recur and immediate termination may be appropriate. Any documentation of the above disciplinary actions

will be placed in the employee's personnel file once the information has been directly communicated by the supervisor to the employee. To the extent allowed by law, information placed in the employee's personnel file is not subject to removal unless the civil service rules or a collective bargaining agreement specifically include a provision to the contrary. Personnel records are intended to provide the City with a record of long-term and short-term performance issues and will normally not be subjected to modification by removal or destruction of performance related information.

- C. If the City terminates an employee for acts of dishonesty or criminal conduct, such as embezzlement, the City will actively pursue restitution and provide information to law enforcement authorities, when appropriate, in an effort to protect the public, or recover stolen property belonging to the City.

III LAYOFF

- A. The City of Tenino may lay off employees for lack of work, budgetary restrictions or other changes that have taken place.
- B. Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected.
- C. In determining who is to be laid off, consideration will be given to the individual performance and the qualifications required for the remaining jobs. Seniority may be considered when performance and qualifications are equal.
- D. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

IV RESIGNATION

An employee should provide two (2) weeks' notice of resignation. The employee's supervisor may waive this time limit.

V DEATH

Upon the death of an employee, all compensation due shall be paid to the surviving spouse or the estate of the employee.

APPENDIX A

FORMS

CITY OF TENINO APPLICATION FOR COMMISSION VACANCY

Requirements for Appointment:

- **Must reside within the Tenino School District**
- **Must be a registered voter.**

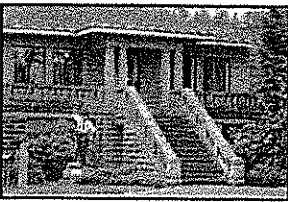
Requirements once Appointed:

- **Must complete Open Public Meetings Act training within 90 days of appointment**
- **Must complete Public Records Act training within 90 days of appointment**

Time Commitment:

- **One Commission Meeting per month**
- **Attend special Commission meetings and workshops as needed**

Other duties may arise



CITY OF TENINO

City Commission

Vacancy Application

(Please type or print clearly)

Name as registered:

Physical Address:

Mailing Address:

Home Phone:

Cell Phone:

Email Address:

How long at Residence:

Best time to contact:

Personal Information (optional):

List any prior experience as an elected official:

List any applicable work experience:

List any applicable experience working with budgets:

Please list three (3) references:

Name: _____

Address: _____

Contact Number: _____

Name: _____

Address: _____

Contact Number: _____

Name: _____

Address: _____

Contact Number: _____

Council members make recommendations and decisions that affect the entire community.

- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? Yes *(Please explain on back)* No

- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? Yes No *(Please explain on back)*

- 3.) Are there any days or evenings you are unavailable to meet? Yes *(Please explain on back)* No

Signature: _____ **Date:** _____

Please return completed form and any additional information to:
 City of Tenino – Attn: City Clerk, 149 Hodgden St South, P.O. Box 4019, Tenino, WA 98589
 For more information please call (360) 264-2368

CITY OF TENINO APPLICATION FOR COUNCIL VACANCY

Requirements for Appointment:

- **Must be a resident of Tenino for at least the past 12 months**
- **Must be a registered voter.**

Requirements once Appointed:

- **Must complete Open Public Meetings Act training within 90 days of appointment**
- **Must complete Public Records Act training within 90 days of appointment**

Time Commitment:

- **Two workshops per month beginning at 6:30 p.m.**
- **Two Council meetings per month beginning at 7:30 p.m.**
- **Council Committee meetings as assigned, dates and times vary**
- **Liaison with outside agencies, dates and times fixed by those agencies**
- **Attend special Council meetings and workshops as needed**

Other duties may arise



Tenino City Council Vacancy Application

(Please type or print clearly)

**Name as
registered:**

Home Phone: _____ **Cell Phone:** _____

Email Address: _____

How long at Residence: _____ **Best time to
contact:** _____

Personal Information (optional):

List any prior experience as an elected official:

List any applicable work experience:

List any applicable experience working with budgets:

Please list three (3) references:

Name:

Address:

Contact Number:

Name:

Address:

Contact Number:

Name:

Address:

Contact Number:

Council members make recommendations and decisions that affect the entire community.

- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? Yes *(Please explain on back)* No

- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? Yes No *(Please explain on back)*

- 3.) Are there any days or evenings you are unavailable to meet? Yes *(Please explain on back)* No

Signature: _____ **Date:** _____

Please return completed form and any additional information to:
 City of Tenino – Attn: City Clerk, 149 Hodgden St South, P.O. Box 4019, Tenino, WA 98589
 For more information please call (360) 264-2368



CITY OF TENINO

APPLICATION FOR EMPLOYMENT

149 Hodgden Street South
P O Box 4019
Tenino, WA 98589
(360) 264-2368

Position Applied For: _____ Department _____

Name: _____
Last First Middle

Address _____
Street / P O Box City State Zip

Home or Message Phone: _____ Business Phone: _____

Are you legally eligible for employment in the USA? Yes No (If yes, verification will be required)

Are you of the legal age to work? Yes No

RECORD OF EDUCATION

Circle highest grade completed: 8 9 10 11 12 GED 13 14 15 16 17 18 18+

Type of School	School and Location	Course of Study	Degree
High School or GED			
Business or Technical			
Undergraduate Studies			
Graduate Studies			
Other Courses and Training			

List any special licenses or certificates you hold which are necessary, useful or required in this position. Give kind of license, issuing state and expiration date.

Were you in the US Armed Forces? Yes No If yes, what branch? _____

What was your occupational specialty? _____

REFERENCES

Below, give names of three persons you are not related to, whom you have known at least one year.

Name	Relationship	Years Acquainted	Daytime Telephone

LIST BELOW PRESENT AND PAST EMPLOYMENT, BEGINNING WITH YOUR MOST RECENT

Be sure to include any non-paid experience which is related to the job for which you are applying. If additional space is required, attach a separate sheet.

Title of Position	From Mo Yr	To Mo Yr	Hrs/ Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					
Title of Position	From Mo Yr	To Mo Yr	Hrs. Per Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					
Title of Position	From Mo Yr	To Mo Yr	Hrs. Per Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					
Title of Position	From Mo Yr	To Mo Yr	Hrs. Per Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					

In compliance with federal and state laws and equal employment opportunity guidelines, applicants are considered for employment only upon the basis of qualifications and demonstrated abilities. I understand that all appointments are probationary for a period of twelve (12) months and that, if selected, employment is contingent upon the results of a complete background investigation. I understand that misrepresentation in any of my answers or statements is cause for non-selection, or, if employed, is cause for termination. I understand unless I am applying for a Civil Service position, or there is a written contract to the contrary, I am and will always be employed in an "at will" status. I agree to these conditions, and I hereby certify that all the statements made by me on this application are true and complete to the best of my knowledge. *The City of Tenino maintains a smoke-free/drug-free work environment*

Signature: _____ Date: _____

Consumer Report Disclosure

Upon selection to fill a vacant position, the City will obtain one or more consumer reports or investigative consumer reports (or both) about you for employment purposes. These purposes may include hiring, contract, assignment, promotion, re-assignment, and termination. The reports will include information about your character, general reputation, personal characteristics, finances, and mode of living.

We may obtain these reports through any valid consumer reporting agency, or by another government agency. You will be notified of which agency will conduct the report and their contact information prior to the City authorizing such agency to conduct an investigation.

To prepare the reports, the agency may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources, to the extent permitted by law.

You may obtain a copy of any report that the City is provided with either by email, the US Postal Service, or by phone. If you do, the City will provide you help to understand the information contained in the report and an explanation of any codes.

If such agency obtains any information by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the investigation performed.

Please sign below to acknowledge your receipt of this disclosure.

Signature

Date

Printed Name

FCRA Authorization to Obtain a Consumer Report (Background/Credit Check)

Pursuant to the federal Fair Credit Reporting Act, the undersigned, by my signature, below, hereby authorize the City of Tenino, and its designated agents and representatives, to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for employment, promotion, reassignment or retention as an employee. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: verification of Social Security number; current and previous residences; employment history, including all personnel files; education; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citations and registration; and any other public records.

I authorize the complete release of any records or data pertaining to me that an individual, company, firm, corporation or public agency may have.

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge of me to furnish the City of Tenino, or its designated agents, with any and all information in their possession regarding me in connection with an application of employment. I am authorizing that a photocopy of this authorization be accepted with the same authority as the original.

I understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.

Signature

Date

**CITY OF TENINO
EMERGENCY CONTACT & HEALTH INFORMATION**

EMPLOYEE NAME: _____

PHYSICAL ADDRESS: _____

DATE OF BIRTH: _____ HOME PHONE: _____

INSURANCE COMPANY: _____

POLICY #/I.D. #: _____

OTHER INSURANCE: _____

FAMILY PHYSICIAN: _____

PHONE: _____

IN CASE OF EMERGENCY CONTACT:

1. NAME: _____ PHONE: _____

2. NAME: _____ PHONE: _____

3. NAME: _____ PHONE: _____

YOU MAY LIST ANY MEDICATION YOU ARE TAKING ON AN ON-GOING BASIS: (eg., blood pressure, insulin, allergy)

YOU MAY PROVIDE ANY ADDITIONAL INFORMATION WHICH WOULD BE HELPFUL TO ATTENDING PARAMEDICS/PHYSICIANS SHOULD AN EMERGENCY ARISE WHILE YOU ARE ON THE JOB: (eg., allergies to medications, foods etc.)

Confidentiality Agreement

As a court employee, I understand that I may have access to confidential information and records in files and databases such as court case files, the Judicial Information System, and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that court case files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as an employee of the court.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the Court. I understand that:
 - a. I may divulge confidential information to judicial officers and authorized court employees as necessary to perform my job duties.
 - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
 - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - d. After I leave the employment of the court, I may not divulge confidential information obtained during the course of my employment.
1. I agree to consult my supervisor on any questions I may have concerning whether particular information may be considered confidential. "Confidential information" includes attorney-client privileged information, information contained in personnel or medical files and personally identifying information such as Social Security numbers.
2. I understand that a breach of confidentiality may be grounds for disciplinary or legal action, and may include termination of employment.
3. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature

Date

Printed Name

(See reverse for Authorization)

Confidentiality Agreement

Authorization Of Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of Judge

Date

Printed Name

Confidentiality Agreement

As a city employee, I understand that I may have access to confidential information and records in files and databases of the City, and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that city files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as an employee.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the city. I understand that:
 - a. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - b. After I leave the employment of the city, I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor on any questions I may have concerning whether particular information may be considered confidential. "Confidential information" includes attorney-client privileged information, information contained in personnel or medical files and personally identifying information such as Social Security numbers.
5. I understand that a breach of confidentiality may be grounds for disciplinary or legal action and may include termination of employment.
6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature	Date	Printed Name
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Authorization For Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of City Clerk/Treasurer	Date	Printed Name
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A-5 Employee

Confidentiality Agreement

As a city volunteer, I understand that I may have access to confidential information and records in files and databases and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that city files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as a volunteer.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the city. I understand that:
 - a. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - b. After I leave the employment of the city, I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor on any questions I may have concerning whether particular information may be considered confidential. "Confidential information" includes attorney-client privileged information, information contained in personnel or medical files and personally identifying information such as Social Security numbers.
5. I understand that a breach of confidentiality may be grounds for disciplinary or legal action and may include termination of volunteer duties.
6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature

Date

Printed Name

Authorization Of Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of City Clerk/Treasurer

Date

Printed Name

A-5 Volunteer

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

By accepting employment with the City of Tenino, I, _____, the undersigned, acknowledge the following:
(printed First Name, MI, Last Name)

1. Because the City of Tenino accepts grant funding from Federal agencies, the City is required by federal regulations to implement the Drug Free Workplace Act of 1988, 45 CFR Part 76, and Subpart P.
2. I understand that the City of Tenino prohibits the unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace and disciplinary action up to, and including, termination will be taken against employees for violations of this prohibition;
3. As a condition of employment, the undersign agrees to:
 - a. Abide by the terms of the City's Drug-Free Workplace policies; and
 - b. If I am ever convicted of a criminal drug statute, I will notify the City of such conviction no later than five days after such conviction;
4. I understand that within 30 days of a conviction for a violation of any criminal drug statute, the City will take one of the following actions:
 - a. An appropriate (in the City's sole discretion) personnel action against me, up to and including termination; or
 - b. Requiring me to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, Law Enforcement, or other appropriate agency;
5. I further acknowledge, by my signature, below, that I have received a copy of this notice on the date indicated.

Signature

Date

**RECEIPT & ACKNOWLEDGMENT
(Non-Public Safety Employee)**

I, _____, by my signature, below, acknowledge that I have received and read the
(First Name, MI, Last Name)

City Official Handbook adopted by the City of Tenino City Council on March 12, 2019. I specifically acknowledge the following:

1. I understand that my employment relationship with the City of Tenino is at-will. _____
(Initials)
2. I understand the complaint procedure in the event I believe I, or a co-worker, have been harassed or discriminated against. _____
(Initials)
3. I understand I have a right to review my Personnel File and to request removal of irrelevant or erroneous information and to file a written rebuttal statement should such request be denied. _____
(Initials)
4. I understand that I must display my City of Tenino Official Identification Card at all times while performing official duties within the City limits. _____
(Initials)
5. I understand the City's policies regarding overtime and compensatory time. _____
(Initials)
6. I understand the City's policies regarding leave and holidays. _____
(Initials)
7. I understand the City's call back, on call, and standby policies. _____
(Initials)
8. I understand that punctual and consistent attendance is an essential function of the job for all City employees and that punctual and consistent attendance is a condition of employment. _____
(Initials)
9. I understand the City's policies regarding travel and the use of City Credit Cards. _____
(Initials)
10. I understand the City's Acceptable Use, Social Media, and E-Mail Management Policies and that I have no expectation of privacy with regard to use of City Information Technology resources. _____
(Initials)
11. I understand the City's Employee Complaint Procedures. _____
(Initials)
12. I understand that the City may not engage in Improper Governmental Action, and that, if I believe the City has taken an improper governmental action, I have the right to present the facts, as I know them to be, to the Mayor without fear of retaliation. _____
(Initials)
13. I understand that this Handbook replaces all prior Handbooks and that the City of Tenino may modify this Handbook from time to time. _____
(Initials)

(Employee Signature)

(Date)

**RECEIPT & ACKNOWLEDGMENT
(Public Safety Employee)**

I, _____, by my signature, below, acknowledge that I have received and read the City
(First Name, MI, Last Name)

Official Handbook adopted by the City of Tenino City Council on March 12, 2019. I specifically acknowledge the following:

1. I understand that during my probationary period, my employment relationship with the City of Tenino is at-will. "At-will" means my employment may be terminated at any time, without cause or notice, by either me or the City. _____
(Initials)
2. I understand that upon completion of my probationary period, Washington State Civil Service rules apply and that my employment relationship may only be terminated in accordance with applicable Civil Service guidelines. _____
(Initials)
3. I understand the complaint procedure in the event I believe I, or a co-worker, have been harassed or discriminated against. _____
(Initials)
4. I understand I have a right to review my Personnel File and to request removal of irrelevant or erroneous information and to file a written rebuttal statement should such request be denied. _____
(Initials)
5. I understand the City's policies regarding overtime and compensatory time. _____
(Initials)
6. I understand the City's policies regarding leave and holidays. _____
(Initials)
7. I understand the City's call back, on call, and standby policies. _____
(Initials)
8. I understand that punctual and consistent attendance is an essential function of the job for all City employees and that punctual and consistent attendance is a condition of employment. _____
(Initials)
9. I understand the City's policies regarding travel and the use of City Credit Cards. _____
(Initials)
10. I understand the City's Acceptable Use, Social Media, and E-Mail Management Policies and that I have no expectation of privacy with regard to use of City Information Technology resources. _____
(Initials)
11. I understand the City's Employee Complaint Procedures. _____
(Initials)
12. I acknowledge that this Handbook replaces all prior Handbooks and that the City may modify this Handbook from time to time. _____
(Initials)

(Employee Signature)

(Date)

CITY OF TENINO PAYROLL ACTION AUTHORIZATION

Employee Name: _____ Date: _____

Position Title: _____ Department: _____

ACTION DESCRIPTION		
Effective Date: _____		
<input type="checkbox"/> Hire	<input type="checkbox"/> Promotion	<input type="checkbox"/> Permanent
<input type="checkbox"/> Trial Period	<input type="checkbox"/> Resignation	<input type="checkbox"/> Part-Time
<input type="checkbox"/> Cost of Living ___%	<input type="checkbox"/> R.I.F.	<input type="checkbox"/> Temporary
<input type="checkbox"/> Lateral Step	<input type="checkbox"/> Other Transfer to Full-Time	
COMPENSATION DESCRIPTION		
<input type="checkbox"/> Exempt Employee	From: _____	To: _____ /mo.
<input type="checkbox"/> Non-Exempt Employee	From: _____ /yr.	To: _____ /yr.
<input type="checkbox"/> Civil Service Employee	Hourly	
	From: _____ /hr.	To: _____ /hr.
AUTHORIZATION DESCRIPTION		
Reason for Action: _____		

FUND DISTRIBUTION		
Fund Name	BARS Code	% of Time
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

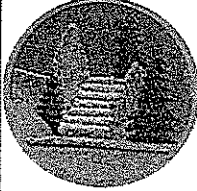
Employee Signature

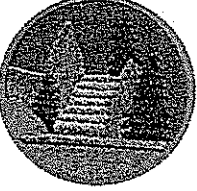
Supervisor Signature

Clerk/Treasurer Signature

Mayor Signature

Leave Request/Report

	<h3 style="margin: 0;">CITY OF TENINO</h3> <p style="margin: 0;">Request/Report for Leave Time</p>	
Employee: _____		
Leave Code*	Dates Requested	Hours
<p>*Use the following code letters for requested leave: [A] Annual Leave [S] Sick Leave [P] Floating Holiday [C] Comp Time [B] Bereavement [F] Family Leave [J] Jury Duty [U] Unpaid Leave [O] Other**</p>		
** Please Explain _____)		
Employee Signature: _____		Date: _____
Approved By: _____		Date: _____
Original - Payroll Copy-Supervisor Copy-Employee		

	<h3 style="margin: 0;">CITY OF TENINO</h3> <p style="margin: 0;">Request/Report for Leave Time</p>	
Employee: _____		
Leave Code*	Dates Requested	Hours
<p>*Use the following code letters for requested leave: [A] Annual Leave [S] Sick Leave [P] Floating Holiday [C] Comp Time [B] Bereavement [F] Family Leave [J] Jury Duty [U] Unpaid Leave [O] Other**</p>		
** Please Explain _____)		
Employee Signature: _____		Date: _____
Approved By: _____		Date: _____
Original - Payroll Copy-Supervisor Copy-Employee		

APPENDIX B

**PERSONNEL
FILES**

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APPENDIX C

POSITION DESCRIPTIONS

**City of Tenino Job Description
Administrative Department
Management/Admin Exempt**

CLERK/TREASURER

This Position Description is the position description referred to in Section 2.08.010 of the Tenino Municipal Code and is in accordance with the requirements for a position description as described in the City of Tenino Personnel Policy Manual.

NATURE OF WORK: Under administrative direction of the Mayor, the Clerk/Treasurer is the City's Chief Financial Officer and is responsible for overall management of the City's finance, official records, computer systems, human resources, court administration, risk management, utilities, and other functions; directs and performs day-to-day operations; supervises the department staff; and participates in City Council and other designated activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following duties are not inclusive of all duties, and the incumbent performs other related duties, as required.

1. Responsible for the preparation of the annual budget for the City, including revenue projections and organization of programs and goals with the Mayor and Department Heads.
2. Coordinates finance and accounting activities including utility billing, bookkeeping, accounting analysis, financial reporting, internal and external audits, banking, and investments.
3. Directs day-to-day department activities, is responsible for the overall leadership and supervision of department staff, and performs department staff evaluations.
4. Coordinates and performs statutory and other duties of the clerk's office including preparing City Council meeting notices and agendas, attending meetings and other designated sessions, preparing minutes and meeting records, updating municipal codes, and serving as the City's Records Manager.
5. Coordinates and performs such services as court clerk, information technology manager, human resources manager, risk manager, ADA Compliance Officer, Customer Service Representative, and serves as the City's Equal Employment Opportunity Representative.
6. Meets and confers with auditors, officials, utility customers, vendors, community organizations, the general public, and other persons to provide information or referral on questions pertaining to City ordinances, policies, finance and administrative procedures, or other laws and regulations.

7. Prepares and presents reports to the Mayor and City Council; takes appropriate action on matters requiring attention; and participates in City Council policy making and review activities.
8. Responsible for Grants Management.
9. Interact with and assist legal staff under contract with the City.
10. Works with the public in disseminating information on Municipal Codes and building permits.
11. Assists Planning Commission and Civil Service Commission in accomplishing their tasks.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Laws, statutes, ordinances, rules, and procedures applicable to cities.
2. Electronic research techniques.
3. Generally Accepted Accounting Principles (GAAP).
4. Budget Accounting and Reporting System (BARS).
5. Municipal accounting program software (BIAS, for example).

Skills:

1. Excellent interpersonal skills including effective communication both verbally and in writing; including ability to interact courteously and tactfully with customers and employees.
2. Read, interpret, apply, and explain codes, rules, regulations, policies, and procedures.
3. Analyze, revise, and develop internal policies and procedures.
4. Proficient use of accounting software, spreadsheets, and word processing software, as well as common office equipment.

Ability to:

1. Plan, organize, and direct operations of the Administrative Offices of the City.
2. Maintain confidentiality of sensitive materials and information.
3. Supervise, evaluate, and direct work of employees.
4. Conduct research on behalf of Mayor, Councilmembers, and Citizens.
5. Read, interpret, apply, and explain codes, rules, regulations

MINIMUM QUALIFICATIONS:

Education: A Bachelor's Degree in accounting, public administration, or a closely-related field. CMC Certification preferred, but not required.

Experience: Three to five years of finance, administrative, and professional experience in a comparable municipality, or equivalent, with strong experience in fund accounting, personnel administration, computer systems, and other

administrative matters. At the discretion of the selecting official, four years of related experience as described herein may be substituted for the education requirement.

Licensing: Possession of a valid Washington State Driver's License at the time of appointment, or the ability to obtain one within 30 days, and a driving record acceptable to the City's Risk Manager.

Other requirements. Must be bondable and successfully pass a background investigation. Attendance at evening meetings is required. Occasional travel is required.

PHYSICAL LIMITATIONS: Work is generally performed indoors in an office environment. Lifting records and reports may be required, usually not in excess of 50 pounds.

**City of Tenino Job Description
Public Works
Management/Exempt**

DIRECTOR OF PUBLIC WORKS

This Position Description is the position description referred to in the Tenino Municipal Code and is in accordance with the requirements for a position description as described in the City of Tenino Personnel Policy Manual.

NATURE OF WORK: Under the direction of the Mayor, plans, directs, manages, and oversees the activities, projects, and operations of the Public Works Department, including street maintenance and construction, central maintenance; coordinates assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Mayor's office.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following duties are not inclusive of all duties, and the incumbent performs other related duties, as required.

1. Assume full management responsibility for all Public Works Department services and activities including street maintenance and construction, central maintenance and solid waste services: recommend and administer policies and procedures.
2. Direct the development and implementation of Public Works Department goals, objectives, policies and priorities for each assigned service area.
3. Establish, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate, through subordinate level supervisory and managerial personnel, the Public Works Department work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
5. Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
6. Select, train, motivate and evaluate Public Works Department Personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of the Public Works Department budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Explain, justify and defend Public Works Department Programs, Policies, and activities; negotiate and resolve sensitive and controversial issues.

9. Represent the Public Works Department to other city departments, elected officials and outside agencies; coordinate Public Works Department activities with those of other departments, outside agencies and organizations.
10. Development and evaluation of programs and policies for implementation of departmental and City needs and goals.
11. Assess and monitor the City's infrastructure to provide adequate levels of public service both for existing systems/networks and extensions / developments.
12. Represent the Public Works Department to the general public, coordinate/ facilitate Public Works activities with public service needs.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Operational characteristics, services, and activities of a comprehensive public works program.
2. Construction techniques involving streets and roads, drainage systems, flood control, and sanitary sewers.
3. Principles and procedures of facility maintenance.
4. Principles and practices of program management, development, and administration.
5. Principles and practices of municipal budget preparation and administration.
6. Principles of supervision, training, and performance evaluations.

Skills:

1. Management skills to analyze programs, policies, and operations needs.
2. Coordinate, design, construct, inspect, and maintenance activities for a variety of projects.
3. Develop and administer goals, objectives, and procedures.
4. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
5. Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
6. Establish and maintain effective working relationships with those contacted in the course of work.
7. Select, supervise, train, and evaluate staff.
8. Lead and direct the operations, services, and activities of the Public Works Department.
9. Determine the feasibility of various municipal projects.

Ability to:

1. Delegate authority and responsibility.
2. Plan, organize, direct, and coordinate the work of lower level staff.
3. Operate heavy equipment (backhoe, excavator, grader, slope mower, vector truck, dump truck.)

4. Prepare clear and concise administrative and financial reports.
5. Prepare and administer complex budgets.
6. Interpret and apply Federal, State, and Local policies, procedures, laws, and regulations.
7. Follow all safety rules and regulations of the department to which assigned.

MINIMUM QUALIFICATIONS:

Education: Must possess a High School Diploma.

Experience: Five years of increasing experience in public works management, construction, or a closely related field and four years of administrative and supervisory responsibility. At the discretion of the selecting official, four years of experience may be substituted for the education requirement.

Licensing/Certification: Must possess a valid Washington CDL Class B, with tanker endorsement. Basic Surveying; Confined Space Training; Sewer Pump Repair Training. At the time of hire, must be qualified as a Water Distribution Manager 1; within one year of hire, must become qualified as a Water Distribution Manager 2 and be certified as a Cross-connection Specialist.

Other requirements. Within the first six (6) months of employment, must be able to be physically present at an on-site emergency within the City within 30 minutes of notification. Failure to do so shall result in termination.

PHYSICAL LIMITATIONS: Work is performed in a combination of indoor and outdoor environments, including in inclement weather. Essential and marginal functions require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; operating motorized vehicles; and lifting 50 pounds.

City of Tenino Job Description
Public Works
Category of Employment: Non-Exempt

MAINTENANCE HELPER

NATURE OF WORK: Maintenance helpers assist maintenance workers in installing, maintaining and repairing equipment and machinery, repairing vehicles, and performing landscaping and general janitorial tasks. Their duties include: handing tools, supplies and materials to other workers; preparing the work area; and cleaning the work area or equipment. Some of the tools maintenance helpers learn to use include hammers, hoists, pneumatic hammers, backhoe, tractor, mower, slope mower, chainsaws, weed eaters.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to, the following:

1. Assist in carrying out ongoing preventative maintenance programs.
2. Schedule regular maintenance activities.
3. Review work order priorities on a daily basis and ensure that they are serviced each day.
4. Perform routine maintenance tasks.
5. Ensure that the facility is in safe condition by employing investigative techniques.
6. Inspect vacated areas for signs of tampering or disrepair and ensure that all repairs are carried out immediately.
7. Ensure that facility grounds and parking lots are clean and free of debris and garbage.
8. Inspect buildings and grounds.
9. Make sure the lawns are free of weeds and the grass is cut properly.
10. Provide input in painting, pressure washing.
11. Report any acts of vandalism to the Director of Public Works.

12. Maintain periodic log of general and preventative maintenance activities performed.

13. Ensure that floors are scrubbed and polished periodically.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Basic automotive systems.
2. Common hand and power tools.
3. Common building construction principles and techniques.
4. Industry standard color codes for water, sewer, power, and underground communications cables, pipes, and hoses.

Ability to:

1. Use tools ranging from common hand and power tools, such as hammers, hoists, saws, drills, and wrenches, to precision measuring instruments and electrical and electronic testing devices.
2. Perform routine preventive maintenance, to ensure building systems operate efficiently, or so that the physical condition of buildings to not deteriorate.
3. Inspect, operate, or test machinery or equipment to diagnose machine malfunctions.
4. Perform repairs on either sewer collection or water distribution systems.
5. Diagnose and determine how to correct mechanical problems using blueprints, repair manuals, or parts catalogs, as necessary.
6. Clean and lubricate shafts, bearings, gears, or other parts of machinery.
7. Adjust functional parts of devices or control instruments using hand tools, levels, plumb bobs, or straightedges.
8. Perform certain janitorial duties as directed.
9. Repair or replace defective equipment parts using hand and/or power tools.

10. Record type and hours of maintenance or repair work.

MINIMUM QUALIFICATIONS:

Education: A High School Diploma, GED, or equivalent are required.

Licensing:

Driver's License. Maintenance Helpers are required to possess a valid driver's license, issued by a state within the United States, on the date of hire.

PHYSICAL LIMITATIONS: All Maintenance Helpers perform their duties in a wide variety of environments, the majority of which are outdoors. Some tasks may be performed in tight, or cramped spaces. Many of the duties require the lifting of up to 50 pounds as an individual, and the lifting of objects up to 150 pounds as members of a two-person team.

City of Tenino Job Description
Public Works
Category of Employment: Non-Exempt

LEVEL 1 MAINTENANCE WORKER

NATURE OF WORK: All Maintenance Workers perform their duties under the supervision of the Director of Public Works. Maintenance workers operate light and heavy equipment, perform physical labor in completing maintenance, repair, and construction work on public facilities and in support of public works projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to, the following:

1. Performs general janitorial duties within City facilities.
2. Performs general maintenance on City facilities and equipment.
3. Performs general landscaping functions on City facilities.
4. Prepares records and reports.
5. Interacts with citizens and other City employees.
6. Performs all work duties and activities in accordance with all applicable laws, regulations, City policies, procedures, and safety practices.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Basic automotive systems.
2. Common hand and power tools.
3. Common building construction principles and techniques.
4. Industry standard color codes for water, sewer, power, and underground communications cables, pipes, and hoses.

Ability to:

1. Use tools ranging from common hand and power tools, such as hammers, hoists, saws, drills, and wrenches, to precision measuring instruments and electrical and electronic testing devices.

2. Perform routine preventive maintenance, to ensure building systems operate efficiently, or so that the physical condition of buildings to not deteriorate.
3. Inspect, operate, or test machinery or equipment to diagnose machine malfunctions.
4. Perform repairs on either sewer collection or water distribution systems.
5. Diagnose and determine how to correct mechanical problems using blueprints, repair manuals, or parts catalogs, as necessary.
6. Clean and lubricate shafts, bearings, gears, or other parts of machinery.
7. Adjust functional parts of devices or control instruments using hand tools, levels, plumb bobs, or straightedges.
8. Perform certain janitorial duties as directed.
9. Repair or replace defective equipment parts using hand and/or power tools.
10. Record type and hours of maintenance or repair work.

MINIMUM QUALIFICATIONS:

Education: A High School Diploma, GED, or equivalent are required.

Experience: Knowledge of light and heavy equipment operations, and knowledge of public works operations is desired, but not required.

Licensing:

Driver's License. Maintenance Workers at all levels are required to possess a valid driver's license, issued by a state within the United States, on the date of hire.

Commercial Driver's License (CDL). Maintenance Workers at Level 1 are not required to possess or obtain a CDL. However, all Maintenance Workers are encouraged to pursue their CDL as it is a requirement for Level 2 and beyond.

Cross Connection Specialist. (CCS). Maintenance Workers at Level 1 are not required to be, or become, certified as a CCS. However, all

Maintenance Workers are encouraged to pursue certification as it is a requirement for Level 2 and beyond.

Back Flow Specialist (BFS). Maintenance Workers at Level 1 are not required to be, or become, certified as a BFS. However, all Level 1 and 2 Maintenance Workers are encouraged to pursue certification as it is a requirement for Level 3.

Water Management Specialist 1 (WMS1). Maintenance Workers at Level 1 are not required to be, or become, certified as WMS1. However, all Level 1 Maintenance Workers are encouraged to pursue WMS1 certification as it is a requirement for advancement to Level 2. WMS2 certification is required to advance to Level 3.

PHYSICAL LIMITATIONS: All Maintenance Workers perform their duties in a wide variety of environments, the majority of which are outdoors. Some tasks may be performed in tight, or cramped spaces. Many of the duties require the lifting of up to 50 pounds as an individual, and the lifting of objects up to 150 pounds as members of a two-person team.

**City of Tenino Job Description
Police Department
Management/Admin (FLSA Exempt)**

Police Chief

NATURE OF WORK: The Chief of Police works with considerable independence under the direction of the Mayor and has full responsibility for planning, organizing, and directing all of Tenino's Police Department (TPD) activities. The Chief supervises professional and technical personnel, attends all City Council Meetings, and serves as a resource to the Mayor, Council, and Public Safety Committee.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following list of duties are not all-inclusive; but the incumbent will perform these duties and may perform other duties in addition to these duties, as assigned by the Mayor.

1. Plans, directs and administers the activities of the Tenino Police Department, to include the protection of life and property, regulation of traffic laws, the apprehension and detention of law violators, animal control, parking control, communications and other related activities.
2. Manages and directs operational and service demands of the Department and prepares plans to meet these objectives.
3. Directs and administers the preparation of The Department's annual operating budget and long-range capital improvement for the Department.
4. Coordinates city law enforcement activities with other governmental and law enforcement agencies.
5. Supervises and performs special studies related to the preparation of comprehensive law enforcement reports as needed.
6. Directs the assignments and training of law enforcement personnel.
7. Confers with citizens, city council, city officials, and other law enforcement agencies concerning criminal activity and trends, and makes appropriate recommendations to city.
8. Is responsible for the overall implementation and maintenance of RMS.
9. Assists other agencies in emergency disasters and preparedness planning.

10. Attends conferences, training, and meetings with other law enforcement agencies to maintain current trends and preparedness in law enforcement.
11. Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Principles, problems, methods, and techniques of municipal police administration.
2. Technical and operational practices and methods of law enforcement and crime prevention.
3. Police requirements and the powers and duties of police authority controlled by law and legislation.
4. Laws governing custody of persons, search and seizure, rules of evidence and other related areas for federal, state and local laws.
5. Public administration, including organization and administrative analysis, personnel, budget preparation, and supervisory practices.
6. City and departmental rules, regulations and policies.

Skills to:

1. Lead the officers within the Department, including the interpersonal skills necessary to promote the Department's mission, vision, and values.
2. Communicate effectively within the department, with fellow Department Heads, the Mayor, the Council, and other agencies and organizations.

Ability to:

1. Analyze police problems and make appropriate recommendations regarding policies and procedures for the resolutions of issues.
2. Direct and command the work activities of a small-sized police force, including crime prevention, patrol, civil records, animal control, parking enforcement, and other related programs.

3. Establish and maintain an effective working relationship with fellow employees and the general public.
4. Prepare written reports on department activity.
5. Read, write, and speak the English language at the level necessary for efficient job performance.
6. To make public presentations before the City Council, civic groups, and other community organizations.

MINIMUM QUALIFICATIONS:

Education: Possess a High School Diploma or GED. A four-year degree in criminal justice, pre-law, business, public administration, or other closely related field is desirable. Graduation from the FBI academy is desirable.

Experience: Three years of experience as a Police Chief, Assistant Police Chief, Commander, Captain, or Lieutenant; ten years or more total experience in law enforcement, preferably in a municipality. Five years of administrative experience in municipal, state, or federal law enforcement agency at the rank of Lieutenant or above is preferred. At the discretion of the selecting official, four years of experience as described herein may be substituted for the education requirement.

Licensing/Certification: Possession of a valid Washington State driver's license at the time of appointment, or the ability to obtain one within thirty days, and a driving record acceptable to the City's Risk Manager. Must possess valid certification as a Peace Officer issued by the Washington State Criminal Justice Training Commission, or another jurisdiction meeting the requirements of WAC 139-05-210. Graduation from the Washington State Command College is required within one year of obtaining the position. Executive-level certification by the Washington State Criminal Justice Training Commission is required within two years of obtaining the position.

PHYSICAL LIMITATIONS: In addition to administrative duties, the Police Chief will work in inclement weather conditions while performing law enforcement duties including, making arrests, searches, and all other physical activities associated with the enforcement of laws.

This Position Description is the position description referred to in Section 2.12.020 of the Tenino Municipal Code and is in accordance with the requirements for a position description as described in the City of Tenino Personnel Policy Manual.

City of Tenino Creative District Application Information (As of April 9, 2019)

The following criteria and weights will be used by the review panel to evaluate proposals • Creative District Information (30%) • District Characteristics (40%) • Community Partnerships and Buy-In (30%)

The bulleted items below will help guide you to complete the online application, where you will answer the narrative questions and provide support documents required for Certification.

CREATIVE DISTRICT INFORMATION

City of Tenino Mayor Wayne Fournier convened a Tenino Creative District Taskforce to prepare the application to become a Washington State Arts Commission Certified Creative District. The Taskforce spent the first four months of 2019 meeting as a group as well as with the community stakeholders and partners, researching and preparing the application. The information was shared with the community through an open house, survey and social media and twice with City Council and approved on Month, day, 2019.

• **What is the name of the Creative District?** Answer: Tenino Creative District

• **Upload a map (or provide a link to a map) of the Creative District See Map**

Answer: Create new map with proposed extension of the District to include Tenino City Park and extend from Tenino City limits East and West on State Highway 507. (Still to determine the width of the district and to not include all city limits. (Annette Roth with Washington State Arts Commission will do a site visit to discuss)

• **Please describe the Creative District's organizational and/or governance structure (501(c) 3, 501(c) 6, local government, Business Improvement District, Main Street organization, other?)**

Answer: The Tenino Creative District shall be organized and operated as the City of Tenino "Arts, Recreation, Culture, and Historic (ARCH) Commission," which shall be an advisory body to the City Council.

• **Is there a governing board that provides oversight of the Creative District? If so, please provide a list of names and the affiliations of those involved**

Answer: Ultimately, the Tenino City Council is the decisional authority for any activity, process, or event that impacts the City's Comprehensive Plan. The City is hopeful that the volunteers currently working in support of the Tenino Creative District will apply for membership on the ARCH Commission, which is envisioned as a 5-member Commission organized, staffed, and managed in a fashion similar to the City's current Planning Commission. Charter that will be adopted by the city via a resolution or ordinance.

• **Describe the designated staff liaison role for the Creative District.**

Answer: John Millard, City Clerk-Treasurer will provide administrative support and coordinate logistical support of the Creative District.

How will this role incorporate Creative District activities into its annual work plan?

Answer: Through annual budget and planning processes.

How much approximate time will be spent per month by this person on Creative District activity?

Answer: To be determined (TBD). John will be supported through contracts with the Thurston Economic Development Council, Experience Olympia & Beyond and SCJ Alliance.

• **Describe additional paid, and or volunteer staffing and support of the district.**

Answer: The Commission, the Thurston Economic Development Council, Experience Olympia & Beyond (destination marketing organization), SCJ Alliance, Tenino Area Chamber of Commerce and other volunteers will support the district.

• **How is the District funded, and what is the source of funds?**

Answer: The District shall be funded by the City of Tenino, as well as donations from the community, fundraisers and grants. The City has the ability to match the Washington State Arts Commission grant.

• **What is the Creative District's annual budget?** Answer: TBD and funded by the City of Tenino.

• **Do you have a plan for financial sustainability?** Answer: The City shall support the Creative District via annual appropriations in an amount that accords with the City's annual Municipal Budget.

• **Upload a budget showing cash and in-kind line items separately.** Budget does not need to adhere to a specific format. Answer: **TBD**

• **Does the District have a membership structure?** If so, how many members are in, or projected to be in the district, and what is the membership dues structure? Answer: No

• **Upload the Creative District strategic program / business plan document.**

Answer: **TBD (under development)**

• **Please provide the top three (3) short-term and top three (3) long term goals you have for your Creative District.**

Short Term:

1. Encourage and coordinate Creative Industries entrepreneurs and organizations to work together in as many ways as possible including Co-op opportunities, Makers Fair, SW Washington Agriculture and Innovation Park, and placing products in local businesses and identify available commercial space for creative entrepreneurs
2. Host workshops on how to start and run an Artisan business
3. Market Tenino as a Creative District Area

Long Term:

1. Brand Tenino as an Artisan Community by creating place-making opportunities for artists in the community and showcasing local artisans and their work
2. Rehabilitate existing infrastructure and encourage the development of spaces for Artisans (Creative Industries) to work and show/sale their products and services
3. Encourage and hold workshops for Artisan Business and the public to learn about the art of making things

• **What do you see as your district’s biggest challenges, and how do you anticipate overcoming them?**

Answer: Communication about district activities and financial funding to implement projects. We plan to host community open houses, use the City of Tenino’s Website and Water Bill inserts, place notices in the Tenino Independent and use social media to communicate about the creative district. As part of the City’s budgeting process and identification of grants and funding sources for specific projects will address the financial challenges.

Another challenge is Tenino is on the road less traveled by compared to I-5. Marketing and Public Relations and creating specific events targeted towards consumers who appreciate the arts will help overcome this challenge.

Available working family housing is also a challenge currently in the Tenino. A solution is to work with local developers and brainstorm ideas on how to accomplish creating housing units people can afford to live in and work in the Tenino Creative District.

• **How do you see certification as a Creative District advancing your district and community?**

Answer: The City’s Comprehensive Plan for the years 2016-2036 identifies numerous Goals, Policies, and Actions across the spectrums of Land Use, Natural Resources, Housing, Transportation, Capital Facilities, and Utilities that a Certified Creative District would be well-suited to help the City achieve. Additionally, the Creative District may form the basis of a new Comprehensive Plan chapter for Economic Development. The certification of the Tenino Creative District will help attract and connect creative industries entrepreneurs and help shape and share Tenino’s vision for the future. The Creative District will help attract additional visitors to the community.

• Upload a completed W-9 for the managing entity that will receive district funds.

Answer: **To be provide by City of Tenino**

DISTRICT CHARACTERISTICS

• **Please describe your Creative District’s unique competitive advantage – the (one) thing(s) that sets your District apart from the others.**

Answer: The Tenino Creative District is most noticeably unique because of its historical connection to the stone industry, specifically the quarrying and shaping of the local sandstone which from 1900 to the 1920s was a booming industry. The City of Tenino today still proudly displays its sandstone history through the historic buildings of downtown, the quarry swimming pool, the public art carved in stone, and through the Tenino Depot Museum. Tenino is also unique in other important ways. The City of Tenino is free from chain stores and big box retailers and is composed entirely of locally owned small businesses. It is located off the I5 corridor and along the historic Old Highway 99. It also sits at the end of a bike and walking trail system that spans 36 miles connecting Olympia, Lacey, Yelm, and Rainier. The following are also unique competitive advantages for the Tenino Creative District: Rich agricultural and timber history, Keith Phillips (Master Carver and Educator), Ed Salerno and Tenino Stone Carvers, Shed, Sandstone Quarry’s, Glass Artist (Donna), Stain Glass Artist, Wood Workers, Soap Makers, Quilter, Liz Meinberg, Randy Cryderman, Wooden Money Printing Press, Aunt Kate’s Chocolates, Scatter Creek Winery and Brewery, Stone City Brewery, the Vault, Hercules Farms, Walking Tour of Sandstone Carvings, Printing Press at Newspaper, Timberland Regional Library, Photographers, Tenino Farmers Market, Scotty B’s Coloring Contest and Car Show, Arbutus Stone Carving Classes, Susan Langman-Mosaic Tile Art.

What is your unique niche, and key differentiators? Answer: Tenino's niche is clearly the sandstone and the unique character it lends to the appearance of Tenino, from its presence in the structures and facades of City Hall and downtown Tenino, to the entrance gates of City Park, the countless stone signs and sculptures, and Sandstone is embraced throughout the community in its use as a decorative building material in homes and commercial buildings.

• **Describe the unique cultural or historical heritage of your district.**

Answer: The Tenino Depot tells the one-of-a-kind story of Tenino's heritage through artifacts and living history. This stone building sat across town as the train station until the 1970s when it was moved to Tenino City Park and retrofitted as a museum. Here visitors can see the original printing press used to make Tenino's famous Great Depression solution, the Tenino wooden money. This press still operates and produces commemorative wooden money that can be spent like real money at participating Tenino businesses. The Tenino Depot museum also includes displays on railroad history, the sandstone, lumber and coal industries and an original one-room territorial schoolhouse and bell tower. The museum and the volunteers that make up the Tenino Historical Society put together the annual Pioneer Village craft fair, part of the large Oregon Trail Days celebration. At Pioneer Village we celebrate the creative skills of the past and how today's makers and artists are contributing to the character of Tenino. Tenino was a Sandstone Quarry Town and is the Stone City, use of Sandstone in new building construction is encouraged, Quarry House, Tenino Depot Museum, Tenino Memorial Pool, Tenino Motorcycle Drill Team, and the Presbyterian Church.

How does this story relate to the current activities and future plan of your District?

Answer: The Creative District and the Historic District are being formed to implement the cultural and historic aspect of the city's comprehensive plan. Today, Tenino's biggest attractions are the Quarry Swimming Pool, the Tenino Depot Museum and the unique stone architecture of Tenino's historic district. Also widely visited are the workshop of the Tenino Stone Carvers and the numerous sculptures and signs they've created around town which can be navigated by visitors using the free Tenino Sandstone Walking Tour Guide put together by the Tenino Area Chamber of Commerce. The Tenino Stone Carvers tell the story of Tenino sandstone through a living history, as an active stone carving and sculpting workshop maintained by a collective of stone artists and led by a master cutter with 30+ years of experience. They offer classes and free workshops for kids and allow visitors to see inside their workshop in an effort to preserve the history of their art and their craft for future generations. Tenino's annual 3-day festival Oregon Trail Days celebrates our heritage as a stone city with a craftsperson fair at the Tenino Depot Museum, swimming in the Quarry Pool, rock and gem show, main street parade and concert in the park. The event relies largely on the volunteer support of Tenino citizens, business owners and craftspeople. Oregon Trail Days is an example of our creative citizens coming together to provide education and entertainment that tells the unique story of our community. It also provides an economic opportunity to artisans to promote their craft and artistry to a wide audience. The future plan of the Tenino Creative District is to scale up our Pioneer Village model to allow our creative businesses to grow and increase their economic potential. By gradually increasing the opportunities for creative industries entrepreneurs we hope to encourage more entrepreneurs to open brick and mortar stores and workshops.

• **Describe the accessibility of your creative district. Is it walkable or otherwise easy to navigate?**

Answer: The entire area of downtown Tenino is walkable. Nearly all of the retail/commercial space is located along a half mile stretch of Sussex Avenue with the Tenino City Park, Depot Museum and the Quarry Pool located just two blocks south along Park Street, four blocks north is the Tenino High School. The Tenino Area Chamber of Commerce already provides a free walking tour map that shows this area and the location of all its stone architecture and sculptural art.

Is it accessible to those who use alternative transportation, such as bike or walking paths, public transit (if available in the region?) Answer: Yes Rural Transit (rT) connects the communities of Rochester, Tenino, Bucoda, Rainier and Yelm, and the Confederated Tribes of the Chehalis Reservation to the greater tri-city area of Tumwater, Olympia, and Lacey. rT is the connection between Twin Transit in Lewis County and Intercity Transit in Thurston County. Tenino offers free bike rentals through the Yellow Bike program. The Yelm-Tenino trail passes through Tenino City Park and provides walking and bike routes to the neighboring communities of Yelm, Rainier and Olympia. Plans are underway to expand the trail west to the city of Rochester and South to Lewis County in the near future, connecting people to nearly 50 miles of uninterrupted trails. Also accessible from the trail is the Monarch Sculpture Park.

• Describe how your district engages with the community.

Answer: Open Houses, Facebook updates, direct contact and one on one communication with key partners and stakeholders, recruitment of partners to participate in the development of the Creative District.

Does your district have any signature events or activities?

Answer: Tenino's annual 3-day festival Oregon Trail Days celebrates our heritage as a stone city with a craftsperson fair at the Tenino Depot Museum, swimming in the Quarry Pool, rock and gem show, main street parade and concert in the park. The event relies largely on the volunteer support of Tenino citizens, business owners and craftspeople.

Other annual events such as Mayfaire (Renaissance Fair) and charitable events like Adam Craig Four Square Music Festival, Quarrymen Car Show, Antique Motorcycle Show, Fashion Shows, Raise for Rowyn and Winterfest happen throughout the year.

Do these events appeal to a broad cross-section of the population? Answer: Yes

• Describe how your district has established a unique physical sense of place.

Answer: Tenino is a small community framed by the unmistakable walls of the old sandstone quarries. The historic stone buildings along Sussex Avenue and our Quarry Pool are two examples of public spaces that both tell the story of Tenino's cultural heritage while engaging with the community in the present. Craftspeople like the Tenino Stone Carvers offer a unique opportunity for people to experience art and history coming alive.

Do you have wayfinding or signage? Answer: Tenino has wayfinding signs made by local wooden sign carver Shawn Hickox. The signs direct traffic along Sussex Ave towards the City Park and Quarry Pool a few blocks away on Park Street. Signs carved by Shawn Hickox are also situated at the entrance to City Park, the Quarry Pool, the Tenino Depot Museum and Welcome to Tenino sign. At the opposite end of town a stone sign with a functioning waterfall and the names of businesses that support the Tenino Area Chamber of Commerce welcomes visitors arriving from the west along Old Highway 99.

Distinguishable streetscape? Public art? Answer: A portion of downtown Tenino has been designated a historical district for its stone architecture dating back to early 20th century. It is a unique and distinguishable streetscape and draws lots of annual visitors.

There are works of art carved from Tenino sandstone by local artists Keith Phillips and Ed Salerno all throughout town including:

- Tenino Market Fresh (Bag of Groceries sculpture)
- Tenino Timberland Library (Book sculpture)
- Hedden's Pharmacy (Mortar and Pestle sculpture)
- Tenino Farmers Market (Symbolic Stone Piers)
- Tenino City Park (entrance, visitor kiosk, Tenino Veterans Memorial and Wall)
- Tenino High School Beaver Stadium (Hal Williams Monument)
- Tenino Valley View Health Center (Stone arch)

• **Describe the mix of uses within your district (is it primarily retail/commercial, residential, industrial, mixed use).** Answer: The district as currently delineate is Commercial 1, 2 or 3. Primary retail/commercial area, some residential, and schools.

What other types of businesses or activities exist in the District than can support or bolster District activity? Answer: Tenino Stone Carvers, Iron Works Boutique, John Bourdon-Sandstone Distillery, Verne Ames-Sharp Right Sharpening Service, Aunt Kate-Aunt Kate's Chocolates, The Tenino Independent, Art Sporseen,-Woodworker, Larry Corbit & Otis Curry-Ferrier & Blacksmiths, Scatter Creek Winery & Brewery, Tenino Farmers Market (and all its vendors), A G Piano & Violin, The Vault, Mill Lane Winery, John Brooks, Floating Feet Studios & Monarch Sculpture Park, Stu Waldrup-Creative Ironworks, Mark Hyman-Earthenware and Ceramics, Swans Candle Co., Stone City Farm, Western Coffee Company, A Stitch in Time-Sewing and alterations, Shawn Hickox-Wood Sign Maker, Papa Dick-Painter, Loralin Toney-Sculptor & Carpenter.

The Vault Event Center and the Quarry House, two historic stone buildings, can be rented for events. The Library offers free family-friendly events year round and works with local creative businesses. Yearly events such as Mayfaire (Renaissance Fair), Oregon Trail Days, 4 Square Mile Music Festival, as well charitable events like the Splash Bash, Race for Rowyn, Winterfest and the Tenino Area Chamber Auction. Tenino High School CTE program (Career and Technical Education led by teacher Fletcher Mann). In 2017 Tenino's CTE students built a wheel-chair accessible tiny home and donated it to a homeless village.

• Please provide the following information related to the creative industries within your district.

Please describe the data source and collection method for each data set:

Answer: Data is being compiled by Gene Angel, Research Manager for the Thurston Economic Development Council

Number of creative establishments within the District currently.

Answer: Data is being compiled by Gene Angel, Research Manager for the Thurston Economic Development Council

Please include the definition(s) of the types of establishments counted

Answer: Data is being compiled by Gene Angel, Research Manager for the Thurston Economic Development Council

Number of creative-sector jobs in the District.

Answer: Data is being compiled by Gene Angel, Research Manager for the Thurston Economic Development Council

Please include definition(s) of jobs counted.

Answer: Data is being compiled by Gene Angel, Research Manager for the Thurston Economic Development Council

Estimated number of annual visitors to your Creative District, and the reason(s) for these visits (are they event driven, venue driven, other) Answer: TBD

Estimated number of children and youth directly benefitting through Creative District activities.

Answer: The Tenino Stone Carvers work with, on average, 800 school kids per year throughout the South Puget Sounds area teaching stone carving in classrooms. We also work one-on-one with a Tenino High School student in part of a year-long apprenticeship grant program awarded to them by the Washington Center for Cultural Traditions.

Please describe activities.

• **Describe any existing or proposed all income / affordable, live-work, creative maker space in the proposed district.** Answer: There is no existing or proposed live-work creative maker space in the district at the time of application. It will be addressed in the future.

• **Please provide any other meaningful data that you have collected for your Creative District (property value trends, sales tax revenue data, occupancy rates, etc.)** Answer: Data is being compiled by Gene Angel, Research Manager for the Thurston Economic Development Council

COMMUNITY BUY-IN

• **Please upload a local government ordinance and/or planning documents that provide evidence of local government endorsement of the Creative District.** Answer: **to be loaded**

• **Upload letters of recommendation that support efforts to apply for Creative District certification from the following sources.** You may upload as many as you feel appropriate, but no more than 30 letters total. All letters must be consolidated into one PDF file. Answer: **To be collected**

Letters of support are required from the following entities:

- ◆ Mayor or county representative, city administrator or director of planning; or tribal executive or council member (if District is to be situated on tribal lands)
- ◆ Community or economic development agency or workforce development agency
- ◆ Local downtown development authority, business district association or chamber of commerce
- ◆ Local tourism association or board
- ◆ Local arts commission (municipal or non-profit) or cultural affairs liaison

- ◆ At least one local community agency that focuses on underserved populations
- ◆ At least two creative entrepreneurs, such as an artist or business owner that lives or works in the District
- ◆ At least one business owner from a non-creative-sector company that endorses the District Additional letters of recommendation from community stakeholders that support Creative District certification are strongly encouraged.

• **Please describe outreach activities to promote or elicit feedback about the Creative District certification that were inclusive to the community at large.** Answer: A survey was sent to all City of Tenino Water customers in their bill. A community open house was held. A Tenino Creative District Facebook page and group was established to share information and provide opportunity for questions and answers and to showcase Creative Industries entrepreneurs and organizations.

How did you reach out to the various groups within your District? Answer: Personal contact was made with various groups in the community.

• **Please describe how the Creative District will interface with economic development and/or workforce development plans that may currently exist in the community.**
 Answer: The Tenino Creative District and the City of Tenino will work with the Thurston Economic Development Council Center for Business and Innovation and Experience Olympia & Beyond on economic development, tourism and workforce development plans.

Do these plans reflect the activities of the Creative District? Answer: The plans in the future will incorporate and support the activities of the Creative District.

Does the Creative District plan include a path toward creation of jobs or investment in business growth or entrepreneurialism the region?
 Answer: The Tenino Creative District and the City of Tenino will work with the Thurston Economic Development Council Center for Business and Innovation on economic development and creation of jobs and investment in business growth and entrepreneurialism.

Branding and Promotion. Is your community engage in promotion of local arts, culture, tourist activities? Answer: Yes, the Tenino Area Chamber of Commerce, Experience Olympia & Beyond, Thurston Economic Development Council STEDI Shop South Local-Buy local campaign all support the district.

Who is the target market for the district? Answer: Local, Area and Western Washington residents who are interested in creative industries and experiences.

Why would they want to come to this district? Answer: The unique nature of Tenino Sandstone, Wine & Beer makers, Chocolate maker, historic Train Depot, Quarry House and Pool, downtown Tenino business and historic district, and access to Bike Trails and nearby nature.

Will there be a marketing and promotional budget assigned to the promotion of the district? Answer: Yes

How does the district intend to promote its arts and tourist activities in the future? Answer: Through the Tenino Area Chamber of Commerce, Experience Olympia & Beyond, Thurston Economic Development Council using marketing, promotions, and public relations efforts.

Are there additional artistic, cultural or creative economy activities the proposed district is interested in introducing in the future? Answer: Arbutus school, South Puget Sound Community College, K-12 showcase, establishment of the Makers Fair Space.

Does the community demonstrably support and foster arts educational opportunities for K-12 students? Answer: The Tenino Creative District Taskforce is exploring ways to work closely with Tenino School District to support and foster arts in K-12 Students.

Other:

Support of the Tenino Creative District will also be through contracts the City of Tenino has with the Thurston Economic Development Council and Experience Olympia & Beyond, along with work being done by SCJ Alliance. The City of Tenino will also coordinate the work being done on the Ag-Business Park to benefit the Creative District and vis-versa. Continue to build partnership with the Tenino School District and other organizations to support the Creative District. Tenino has been and will continue investing in the infrastructure to support the Creative District to the extent the budget allows. The Mayor and Tenino City Council are fully supportive of the Tenino Creative District effort and engage with its development and implementation.

The End

**Special City Council Meeting
Tuesday, March 12, 2019**

Minutes

CALL TO ORDER

Mayor Fournier called the meeting to order at 6:27 p.m.

PRESENT

Councilmember Dave Watterson

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Rachel Davidson

ABSENT

Councilmember Linda Gotovac

AGENDA APPROVAL

There was no agenda per se; the reason this Special Meeting was called was specifically to provide for a lengthy Executive Session for the purpose of discussing potential litigation with the City Attorney.

EXECUTIVE SESSION

1. City Attorney Mr. Rick Hughes will discuss potential litigation with the City Council and Mayor in Executive Session during which no action shall be taken.

This session has been declared a Special Meeting conducted solely for the purpose of discussing potential litigation immediately prior to the Regular Meeting of the Tenino City Council on March 12, 2019.

City Attorney Mr. Rick Hughes discussed potential litigation with the City Council and Mayor in Executive Session during which no action was taken.

What was agreed was a strategy to attempt to avoid the potential litigation by:

1. Having the Administration formulate a response to the notification of potential litigation in a timely manner, and to involve the City Attorney in this process.
2. To ask for a meeting between the City and the other party in an attempt to negotiate the issues in question without litigation.
3. If, after the above two actions have been taken, the other party still wishes to be heard by an impartial third party, the City will recommend mediation rather than litigation.

ADJOURNMENT

Mayor Fournier adjourned the Special Meeting at 7:20 p.m.

**Tenino City Council Meeting
Tuesday, March 12, 2019**

Minutes

WORK SESSION

Cancelled

CALL TO ORDER

Convened at 7:30 pm

Mayor Fournier present

PRESENT

Councilmember Dave Watterson
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

ABSENT

Councilmember Linda Gotovac

AGENDA APPROVAL

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson.

Voting Yea: Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton,
Councilmember Davidson

with the amendment of approval of Linda Gotovac's excusal.

APPROVAL OF MINUTES

1. Minutes from the Feb 26, 2019 Regular Meeting

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson.

Voting Yea: Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton,
Councilmember Davidson

CONSENT CALENDAR

PRESENT

Councilmember Dave Watterson
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

ABSENT

Councilmember Linda Gotovac

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson.

Voting Yea: Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton,
Councilmember Davidson

2. Payroll EFT's in the amount of \$52,814.68 and Claims Checks #28048 through #28094 in the amount of \$46,953.56 for a grand total of \$99,768.24

3. Liquor or Cannabis License Applications:

The Herbal Center

Liquor or Cannabis License Renewals:

Los Compadres

EXECUTIVE SESSION

PRESENTATIONS

4. The Tenino Branch of the Timberland Regional Library has a new Branch Manager: Ms. Nicole Thode

Ms Thode introduced herself to council and Mayor.

PUBLIC COMMENTS

None made.

PUBLIC HEARING -None

PROCLAMATIONS - None

OLD BUSINESS - None

NEW BUSINESS

5. When Chief Swain briefed the City Council regarding plans for a Reserve Academy, he alluded to the need for a funding mechanism that would meet the requirements of management for the tracking of expenses.

To do so correctly, the City will need to establish a new Enterprise-type fund as required by the Office of Financial Management and the State Auditor's Office. To do so will require a budget amendment and the Administration has prepared a proposed Ordinance to address these issues.

Proposed Ordinance 900 would establish the "Reserve Academy Operating Fund," designated Fund 450, for the purpose of managing the financial obligations incident to operating a Reserve Academy. This fund, like all the City's funds, shall be maintained by the Clerk/Treasurer in accordance with the Budget Accounting and Reporting System (BARS) using the City's current financial management program (BIAS).

For the first three training cycles only, the Tenino Police Department shall use existing appropriations to establish the budget. All such expenditures shall be made from the General Fund (Fund 001) 521 (Law Enforcement) program area of the current budget and the Clerk/Treasurer shall move such amounts from Fund 001 (Program area 521) to Fund 450 via interfund transfer procedures and be shown as "revenues" in order to capture accurately the costs of the initial three iterations of the course, or until December 31, 2020, whichever comes first. These amounts shall be the historic basis for the Chief of Police to develop budgets for subsequent iterations of the course beginning in January, 2021.

The Chief of Police shall be responsible for the formulation of the Reserve Academy Operating Fund according to the timeles established by law for the development of the City's Annual Municipal Budget.

Recommended Action: Move to approve as the first reading of Ordinance 900.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson to approve this as the 1st reading.

Voting Yea: Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

RESOLUTIONS

6. Resolution 2019-01 would adopt the proposed City of Tenino "City Official Handook," replacing all previous editions of the City of Tenino Personnel Policy Manual.

Recommended Action: Move to approve Resolution 2019-01 and adopt the "City Official Handbook" as the "single source" document for the management of the City's Human Resources.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson. to table until the 4/9/19 work session.

Voting Yea: Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

ORDINANCES

7. Ordinance 897 would allow the use of WATV's on City Streets.

Recommended action: Move to approve the second reading and adoption of Ordinance 897, authorizing the use of WATV's on the City Streets of Tenino.

Ordinance 897 would allow the use of WATV's on City Streets.

Voting Yea: Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

REPORTS

8.
 - 1) Chamber of Commerce
 - 2) Economic Development Council (EDC)
 - 3) Experience Olympia & Beyond (VCB)
 - 4) Fire District
 - 5) Library: Sirena Painter went over the schedule of events happening at the Library especially the May 11th Foster Care Forum happening.
 - 6) Museum
9.
 - 1) Civil Service Commission
 - 2) Park Commission
 - 3) Planning Commission
 - 4) Facade Improvement Grant Review Committee
 - 5) Finance Committee
 - 6) Public Safety Committee
10.
 - 1) Chief of Police: Chief Swain reported the National Night Out has been approved. The reserve academy is being very well received. They may have approximately 20 cadets attending. He is working on getting more help from County for follow up investigations for his Officer's.
 - 2) Director of Public Works: Director Cannon handed out a copy of the water report print out and went over it with Mayor and Council. The master meters installed are all beginning to stop working and he will need to replace. He will replace with a different company that has better meters. They installed the new sign coming into town from Tumwater. They have replaced approximately 1/2 of the street towns and have ordered more. They have cleaned the area around the new memorial wall and it looks really nice. They opened the bathrooms 3/1/19 and have already had the concession stand bathrooms vandalized. Will ask the Police Dept to lock the bathrooms at night to hopefully avoid anything else being vandalized. He has received the pool permit.
 - 5) Clerk/Treasurer: C/T Millard advised Mayor and Council that our bank Timberland had a software change last week that posed a lot of problems which we hopefully will have fixed

soon. He did not attend the WMCA Conference this week. He has finalized some grants and is applying for some new ones as directed.

11. 1) Bucoda/Tenino Healthy Action Team (BTHAT): Councilmember Lawton reported they will be hosting an open Mic at the Coffee House this week.
- 2) Community Investment Partnership (CIP): Councilmember Watterson they looking at applications for grants.
- 3) Solid Waste Advisory Board: Councilmember Watterson reported the main topic is on the recycle issues with China no longer taking it. The plastics will most likely to thrown into the garbage.
- 4) TCOMM/911
- 5) Tenino School Board
- 6) Thurston Regional PLanning Council (TRPC)
- 7) South Thurston Economic Development Initiative (STEDI)
- 8) Transportation Policy Board

PUBLIC COMMENTS 2

None made.

ANNOUNCEMENTS

12. Notice is Hereby Given that Thurston Regional Planning Council (TRPC) invites all community members and stakeholders to review and submit comments on updates to the Agency's Public Participation Plan. Comments should be emailed to Veena Tabbutt, tabbutv@trpc.org, or mailed to:

Thurston Regional Planning Council, Suite A
2424 Heritage Court SW
Olympia, WA 98502

Those who need special accommodation to participate in this process should call the state's toll-free relay service, 711, and ask the operator to dial 360-956-7575.

The deadline for submitting comments is April 12th, 2019 at 5 pm PST.

13. Ms. Tina Torfin, President of the AUSA Lacey Subchapter, is organizing a Civic Leader Tour of the Ghost Brigade (the Army's 1st Brigade, 2d Infantry Division) at Joint Base Lewis McChord.

Details are sketchy at the moment, but she has identified either the last week in April or the first week in May for the event. She led a similar event last year at McChord Field and has allocated no fewer than two seats for Tenino.

If interested, please let C/T Millard know and he will make the coordination for your attendance once details have been finalized.

Councilmember O'Callahan indicated he would like to attend and requested two seats in order that he could bring another community member along with him.

ADJOURNMENT

ADJOURNMENT: 8:10 pm

**Special City Council Meeting
Saturday, March 16, 2019**

Minutes

CALL TO ORDER

Mr. Mah called the meeting to order at 9:30 a.m.

PRESENT

Councilmember Linda Gotovac
Councilmember Dave Watterson
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

AGENDA APPROVAL

1. The City Council, when approving the contact for this event, established that the Agenda would be developed by the Vendor in coordination with the Mayor and Clerk Treasurer. The agenda was agreed to on March 13, 2019.

INTRODUCTIONS

NEW BUSINESS

2. The Oklahoma Municipal Assurance Group (OMAG), the only government Risk Pool in Oklahoma, developed the MOAG Recognition Program as a way to motivate governing bodies to educate themselves as to the policies and procedures used by their entity because OMAG believe the best run agencies have fewer claims and claims they do incur cost less money to resolve. The OMAG Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment. These tools were shared by OMAG at the 2018 Association of Government Risk Pools Fall Education Forum held in Portland, Oregon, in October of 2018 and is used with their permission.

Mr Mah facilitated the administration of the OMAG Recognition Program Survey and then conducted a "hot wash" with all attendees. He will analyze the results more fully and include the results with his written report.

3. The primary outcome of the 2018 Council Getaway was the "Tenino City Council Shared Vision" document. Mr. Mah will facilitate a review of this document to determine if it remains valid.

The Council agreed there there needn't be any major course corrections to the 2018 Shared Vision Document, nor should there be any sweeping changes in approach. The modification of the Shared Vision Document to include those items mentioned during the "year in review" discussion, as well as developing an award that the City could bestow on Businesses that support the goals of the City would be appropriate. Also, the City needs to undertake a review of the funding options available to address infrastructure needs, especially streets and sidewalks.

- 4 Council agreed to ask the Department of Commerce to substitute the City in the place of the EDC to administer the \$618k Capital Budget Line Item extending City infrastructure west from Historic Tenino to the site of the proposed Agriculture/Innovation park.

The Council acknowledged better communications with the Planning Commission are required in order to ensure the Planning Commission's 2019 Work Plan is in synch with the Shared Vision document and the Comprehensive Plan.

The Council agreed to a more restrictive communications channel for any items related to the Agriculture and Innovation Park in an effort to eliminate any misunderstandings.

The Council agreed to deliberate further on the spending priorities for the remainder of Fiscal Year 2019 and into the future.

ADJOURNMENT

Mr. Mah adjourned the meeting at 3:30 p.m.

Consent Calendar consisting of March 27, 2019 through April 9, 2019:

- Payroll EFT's in the amount of \$51,889.77**
- Claims Checks #28119 through #28165 in the amount of \$105,034.89**

for a grand total of \$156,924.66

**Liquor and Cannabis License Applications/
Renewals:**

**Tenino Combined PTSA (Special Event)
Group Delta 9, LLC (renewal)
Tenino Farmer's Market (renewal)
Tenino Market Fresh (renewal)**

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services
 3000 Pacific Ave SE - P O Box 43075
 Olympia WA 98504-3075

TO: MAYOR OF TENINO

MARCH 25, 2019

RECEIVED
 MAR 29 2019
 CITY OF TENINO

SPECIAL OCCASION #: 093513

TENINO COMBINED PTSA
 PO BOX 627
 TENINO WA 98589

DATE: MAY 4, 2019

TIME: 6 PM TO 9:30 PM

PLACE: THE VAULT - 225 W SUSSEX AVE, TENINO

CONTACT: CAITLIN BATES (DOB: 4.22.88) 360-561-4946

SPECIAL OCCASION LICENSES

- * ___ Licenses to sell beer on a specified date for consumption at a specific place.
- * ___ License to sell wine on a specific date for consumption at a specific place.
- * ___ Beer/Wine/Spirits in unopened bottle or package in limited quantity for off premise consumption.
- * ___ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|---------|--------|
| 1. Do you approve of applicant? | YES ___ | NO ___ |
| 2. Do you approve of location? | YES ___ | NO ___ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES ___ | NO ___ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES ___	NO ___
LAW ENFORCEMENT	_____	YES ___	NO ___
HEALTH & SANITATION	_____	YES ___	NO ___
FIRE, BUILDING, ZONING	_____	YES ___	NO ___
OTHER:	_____	YES ___	NO ___

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2019

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20190831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. GROUP DELTA 9 LLC	THE HERBAL CENTER 449 WICHMAN ST S STE A TENINO WA 98589 9376	415484	MARIJUANA RETAILER MEDICAL MARIJUANA ENDORSEMENT

RECEIVED
APR 09 2019
CITY OF TENINO

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2019

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20190630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TENINO FARMERS MARKET	TENINO FARMERS MARKET 213 SUSSEX AVE W TENINO WA 98589 0000	426602	FARMERS MARKET FOR WINE
2. KIRBY CO.	TENINO IGA MARKET FRESH 669 E LINCOLN AVE TENINO WA 98589 4015	071208	GROCERY STORE - BEER/WINE

RECEIVED
APR 09 2019
CITY OF TENINO

**BY THE CITY OF TENINO
- A PROCLAMATION -
MAY 2019 – BICYCLE COMMUTER MONTH**

WHEREAS, bicycling is one of the most energy-efficient forms of transportation ever invented, and is a mode of transportation well suited to urban environments where trips are short in length and overly congested roads are difficult and costly to expand; and

WHEREAS, transportation accounts for about a third of the energy used in Washington State, and about half of carbon dioxide emissions from fossil fuel; and

WHEREAS, bicycle commuting reduces energy consumption, pollution, and congestion; and

WHEREAS, the national non-profit bicycling safety and education association “The League of American Bicyclists” has declared the month of May to be National Bike Month for each of the last sixty two (62) years, and has done so again in 2019; and

WHEREAS, the City of Tenino supports alternatives to inefficient drive-alone trips, particularly for travel around the City, by building bicycle facilities, sponsoring “bike sharing” programs, and striving to be “bike friendly”; and

WHEREAS, Intercity Transit, with sponsors including the Capital Bicycling Club, and many local businesses is hosting the 32nd Annual Bicycle Commuter Challenge during the month of May, 2019.

NOW, THEREFORE, we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the month of May, 2019, as Bicycle Commuter Month in the City of Tenino and encourage all citizens to accept the Bicycle Commuter Challenge by reducing single-occupant motor vehicle trips to reduce air pollution, energy consumption, and congestion.

Signed in the City of Tenino, Washington, this 9th day of April, 2019.

Wayne Fournier, Mayor

Linda K. Gotovac, Council Member

David A. Watterson, Council Member

John O’Callahan, Council Member

Jason Lawton, Council Member

Rachel Davidson, Council Member

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement (“Agreement”) is entered into between the parties identified below:

	State of Washington Department of DOR Business Licensing Service	City of Tenino
	(“Revenue”)	(“Partner”)
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	PO Box 4019 Tenino, WA 98589-4019
Delivery Address	6500 Linderson Way, SW, Ste. 102 Tumwater, WA 98501	149 Hodgden Street S. Tenino, WA 98589
Contact Person	Katie Early Phone: (360) 705-6607 E-mail: KatieE@dor.wa.gov	John Millard Clerk-Treasurer Phone: (360)264-2368 Email: clerktreasurer@ci.tenino.wa.us

II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner’s agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner’s licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) “a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW.”

III. Effective Date

This Agreement is effective as of (*check one*): (mm/dd/yyyy).
the date of the last signature of the parties.

IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner’s business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous

- A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. **Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. **No Waiver.** The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. **Assignment and Delegation.** Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. **Survival.** Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. **No third party beneficiaries.** This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. **Amendments.** No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. **Merger and integration.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. **Changes in law.** The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

Partner

Date

Date

Template approved as to form

Approved as to form

On File
Kelly Owings,
Assistant Attorney General for Washington State

Date

EXHIBIT A
CONFIDENTIALITY AND DATA SHARING
AGREEMENT

I. Purpose and Scope

The following provisions establish the terms under which the Department of Revenue (“Revenue”) and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the “Agreement”).

II. Definitions

- A. “Confidential Licensing Information” (CLI) has the same meaning as “Licensing Information” under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. “Confidential Tax Information” (CTI) has the same meaning as “Return,” “Tax Information,” and “Taxpayer Identity” under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. “Confidential” refers to data classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. “Portable Devices” refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. “Portable Media” refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. “Data” refers to individual pieces of information.
- G. “Cloud” refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of “cloud” can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. “Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. “Complex Password” or “Complex Passphrase” refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

III. Data Classification, Authorized Use, Access, and Disclosure

- A. Data Classification: Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. Permitted Uses: Business licensing information may be used for official purposes only.
- C. Permitted Access: Business licensing information may be accessed only by Partner’s employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. Permitted Disclosure: Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - 1) Ordered under any judicial or administrative proceeding; or
 - 2) Otherwise expressly authorized by Revenue in writing.

IV. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. Ensuring Security: Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. Proof of Security. Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

V. Statutory Prohibition Against Disclosure; Confidentiality Agreement

- A. Criminal Sanctions. RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

VI. Breach of Confidentiality

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

VIII. Data Security

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
 - 1) Workstation hard disk drives
 - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
 - c) Workstations must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on workstations must be kept current.

- 2) Network servers
 - a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
 - b) Data on disks mounted to such servers must be located in a secure physical location.
 - c) Servers must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on servers must be kept current.

- 3) Backup tapes or backup media
 - a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
 - b) Backup devices, tapes, or media must be kept in a secure physical location.
 - c) Backup tapes and media must be encrypted.
 - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.

- 4) Cloud Storage
 - a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
 - b) Revenue and Partner will, at a minimum, meet the following requirements:
 - i. Encrypt the data at rest and in transit.
 - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
 - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.

- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
 - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
 - b) Staff will not email information provided by Revenue to anyone outside of City staff.
 - c) Staff shall only access Revenue information on a City network computer.
 - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

B. Protection of Data in Transit

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

XI. Disposition of Data

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

XII. Data Destruction Procedures

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
 - 1) Incinerate the disc(s); or
 - 2) Shred the discs.
- B. Magnetic tape(s)
 - 1) Degauss;
 - 2) Incinerate; or
 - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
 - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
 - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
 - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
 - 4) Physically destroy disk(s)

D. Portable media

- 1) For mechanical hard drives, use a “wipe” utility which will overwrite the data at least 3times using either random or single character data;
- 2) For solid state hard drives and devices, use a “secure erase” utility that resets all cells to zero;
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
 - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
 - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider’s procedures to permanently delete the files and folders.

****end*****

ORDINANCE 898

**AN ORDINANCE OF THE CITY OF TENINO, WASHINGTON,
ADDING CHAPTER 16.50, SPECIAL EVENT PERMITS, TO THE
TENINO MUNICIPAL CODE**

WHEREAS, Ordinance 698, An Ordinance of the City of Tenino, Washington, Creating and Adding Chapter 5.15 of the Tenino Municipal Code Relating to Parades and Special Events, was duly adopted on September 14, 2004 and became effective on January 1, 2005; and

WHEREAS, Book Publishing Company had been the City's Code Publisher until September of 2011, when the City contracted with Municipal Code Corporation for codification of the City's Municipal Code. Municipal Code Corporation published their first version of the Tenino Municipal Code in May of 2012 and the City has since commissioned three supplements; and

WHEREAS, Ordinance 698 had never been provided to either Book Publishing Company or Municipal Code Corporation; and

WHEREAS, the City has implemented the procedures set out in Ordinance 698 since it became effective on January 1, 2005; and

WHEREAS, in adopting Resolution 2018-08, the City Council modified the deposit requirements contained in Ordinance 698 and wishes to update the Tenino Municipal Code to reflect the contents of Ordinance 698 as modified by Resolution 2018-18.

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

Section I. It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Tenino, Washington, and the section of the code and this ordinance may be renumbered to accomplish that intention.

Section II. Resolution 2018-08 is repealed in its entirety.

Section III. Ordinance 698 is repealed in its entirety.

Section III. A new chapter, numbered 16.50, and titled "Special Event Permits," shall be added to the Tenino Municipal Code as described in Exhibit A attached hereto, made part hereof, and incorporated herein by reference.

Section IV. This Ordinance shall become effective five (5) days after publication as required by law.

Adopted by the Tenino City Council and approved by its Mayor this 23rd day of April, 2019.

Wayne Fournier, Mayor

Attest:

John C. Millard, Clerk/Treasurer

First reading: April 9, 2019
Second reading: April 23, 2019

Approved as to Form:

Richard L. Hughes, City Attorney

EXHIBIT A TO ORDINANCE 898

Chapter 16.50, Tenino Municipal Code SPECIAL EVENTS PERMITS

16.50.001 - Definitions.

When used in this Chapter, the City defines the words and phrases listed below as follows:

“Applicant” means any person or organization who seeks a Special Event Permit from the City to conduct or sponsor an event governed by this chapter.

“Athletic event” means an occasion in which a group of persons gather to engage in or watch a sport or form of physical exercise on a City street, sidewalk, alley, or other street right-of-way or park which obstructs, delays, or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws and controls. Athletic events include, but are not limited to, bicycle or foot races.

“City” means the Mayor of the City of Tenino, or the Mayor’s designee.

“City Street” means every way, lane, road, street, boulevard, and every way or place in the City open as a matter of right to public vehicular traffic inside the City limits.

“In-kind contributions” means any physical donation and/or labor provided directly to the City that benefits the citizens of the City.

“Other special event” means a street fair, arts and craft show, carnival, rally, dance, or other event that occurs on a City street, sidewalk, alley, or other street right-of-way or park which obstructs, delays, or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws and controls.

“Parade” means a march, walk, or procession consisting of any number of persons, animals, vehicles, or a combination thereof, on any City street, sidewalk, alley, or other street right-of-way or park which obstructs, delays, or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws and controls.

“Permit application fee” means the fee to be paid by the Applicant at the time the application is filed with the City. The fee shall be set by the City Council, published in the City’s Consolidated Fee Schedule, and shall cover the actual costs of processing Special Event Applications and administering the provisions of this chapter.

“Permittee” means any person or organization that has been issued a Special Event Permit by the City. The permittee shall have authority, subject to approval by the City, to determine participation in commercial activities during a Special Event.

“Refundable deposit” means the amount of money required of a Permittee to be held by the City as a deposit in order to assure adequate cleanup of the special event site. The

EXHIBIT A TO ORDINANCE 898

Permittee shall forfeit any such deposit if the City's streets, sidewalks, alleys, or other street rights-of-way or park have not been restored to their pre-event condition, less normal wear and tear.

“Sidewalk” means that property between the curb lines or the lateral lines of a City street and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a City street and dedicated to use by pedestrians.

“Special Event Permit” means the permit issued by the City after the Applicant has met all applicable reviews and requirements as set forth in this Chapter.

16.50.005 – Permit required.

No person or organization may conduct or sponsor a parade, athletic event, or other special event in the City of Tenino which will necessitate the use of a street, sidewalk, alley, or other public right-of-way or park, unless they shall first obtain a Special Event Permit from the City.

16.50.010 – Permit Applications – how made.

A. Any person desiring to conduct or sponsor a parade, athletic event, or other Special Event shall apply for a Special Event Permit by making application on a form provided by the City.

B. The application shall set forth the following information:

1. The name, address, telephone number, and e-mail address of the person or organization seeking to conduct or sponsor the event.
2. The name, address, and telephone number of an emergency contact.
3. The type of activity planned.
4. The date(s) when the event will take place, including start and end times.
5. Any route to be travelled, the starting and ending points, and any rest stop locations. A map of such route must be included.
6. The approximate number of participants and staff or volunteers.
7. The number and type of animals or vehicles taking part in the event.
8. A statement as to whether the parade will occupy all or only a portion of the width of streets proposed to be traversed.

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9. The location by streets of any assembly areas.
10. Whether food and/or beverages will be sold.
11. Although not required, a copy of any brochure, poster, flyer, or mailing advertising the event is often very helpful.

C. The application must be signed by either the person who is actually making the request, or by the authorized agent of the organization making the request. The City, in its sole discretion, will determine whether an agent is authorized by an organization to act on the organization's behalf. By signing the application, the person, or organization being represented by the person, is agreeing to comply with the terms and conditions of the permit.

16.50.015 – Permit Applications – timelines for submission.

A. Sussex Avenue or Wichman Street. Applications for a Special Event Permit involving Sussex Ave or Wichman Street must be submitted a minimum of four (4) months in advance, with six (6) months being preferable. These permits must be coordinated with the Washington State Department of Transportation and the City may not issue any permit until permission is received from WSDOT.

B. All other public ways and places. Applications for a Special Event Permit involving any other public way or place within the City limits must be submitted not less than 20 working days prior to the date of the event. Applications may be submitted up to six months prior to the date of the event.

C. Applications are date/time stamped when received and shall be processed solely on a "first come, first served" basis.

16.50.020 – Permit - issuance.

A. Within 10 City working days of receipt of the application, the City shall approve, conditionally approve, or deny an application based on the recommendations of the City Department(s) involved in the review process of the application. Grounds for denial are shown in § 16.50.025, below. If the application is denied or conditionally approved, the City shall inform the Applicant of the ground for denial, or the reason for a change in the date, time, route, or location of the event. The Applicant shall also be notified of any conditions contained in the permit at the time the application is approved.

B. Immediately upon issuance or denial of a permit, the City shall send a copy thereof to the members of the City Council, Police Department, Fire Department, and Public Works Department.

C. The City shall only issue a Special Event Permit after the application has been approved and all required documentation has been provided. The permit shall only be

EXHIBIT A TO ORDINANCE 898

approved after a review by the appropriate City Department, which may include any, or all, of the following: Building Official, City Hall, Department of Public Works, Fire Department, Police Department

16.50.025 – Permit – denial.

A Special Event Permit shall be denied based upon a determination that:

- A. The event would seriously endanger public safety.
- B. The event would seriously inconvenience the general public.
- C. There is not sufficient public safety personnel or other necessary City staff to accommodate the event.
- D. The Applicant failed to complete the application form after having been notified of additional information or documents being required.
- E. Information contained in the application, or supplemental information provided by the Applicant, is found to be false in any material detail.
- F. The event would conflict with a previously-scheduled event.

16.50.030 Permit - conditions.

The City may condition the issuance of a Special Event Permit by imposing reasonable requirements concerning the time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. Such conditions may include, but are not limited to:

- A. Alteration of the date, time, route, or location of the event proposed on the event application.
- B. Conditions concerning the area of assembly and disbursement of an event occurring along a route.
- C. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of the street.
- D. Requirements for the use of traffic cones or barricades.
- E. Requirements for the provision of first aid or sanitary facilities.
- F. Requirements for use of event monitors and providing notice of permit conditions to event participants.

EXHIBIT A TO ORDINANCE 898

- G. Restrictions on the number and/or type of vehicles, animals, or structures at the event.
- H. Compliance with animal protection ordinances and laws.
- I. Requirements for the use of garbage containers and the cleanup and restoration of City property.
- J. Restrictions on the use of amplified sound.
- K. Twenty-four (24) hour advance notice to residents and/or businesses regarding any activity which would require a street closure.
- L. Pre-event signage regarding street closure, detours, and routing plan.

16.50.035 – Indemnification.

- A. Prior to the issuance of a Special Event Permit, the Applicant or authorized officer of the sponsoring organization must agree to reimburse the City for any costs incurred by the City in repairing damage to City property occurring in connection with the permitted event that exceed the damage deposit.
- B. Permittee must agree to defend, indemnify, save and hold harmless the City, its appointed and elective officers, agents and employees from and against all loss or expense, including, but not limited to judgements, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at an time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned solely by the negligence of the City, its appointed or elected officers or employees.

16.50.040 – Insurance required.

- A. Applicant shall provide the City with proof of commercial general liability insurance in the amount of \$1,000,000.00 combined single limit per occurrence, and an endorsement naming the City of Tenino as an additional insured. The insurance coverage shall extend at least one day before and one day after the event with the certificate of insurance provided to the City before any permit shall issue.
- B. In the case of any special event activity on City-owned property that has been leased, the lessee shall also be named as an additional insured, and written approval from the lessee for the requested activity shall be provided to the City before any permit shall issue.

16.50.045 – Exemptions.

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A. No provision of this Chapter shall apply to funeral processions or to groups required by law to be so assembled.

B. Because experience has shown that there are benefits to the City such that certain events should be exempted from the requirement to pay deposits, deposits shall not be required for the following events when sponsored by the organizations indicated:

1. Any event sponsored by the Tenino Branch, Timberland Regional Library
2. Bible Boot Camp (Heritage Baptist Church)
3. Four Square Mile Music Festival (Adam Craig Foundation)
4. Mary Bridge Children's Courage Ride (Precision Sport Consulting)
5. Mayfaire (Barony of Glymm Mere)
6. Oregon Trail Days (Tenino Chamber of Commerce)
7. Raise for Rowyn Bike/Foot Race (Raise for Rowyn Foundation)
8. Seattle-to-Portland Bicycle Race (Cascade Bicycle Club)
9. Other events that, in the discretion of the Mayor, provide similar benefits to the City.

16.50.050 – Grievance procedure.

Any person aggrieved by the determination of the City in denying an application for a permit, conditions imposed upon approval of an application for a permit, or revoking a permit, may lodge a grievance regarding such determination with the Clerk/Treasurer for hearing in front of the City Council. The City Council shall have full discretion in determining whether and how to hear and resolve such grievance, and such determination shall be final.

16.50.055 – Violation – penalty.

Any violation of this chapter by any promoter, sponsor, or organizer of an event subject to this chapter, or by any participant in an event subject to this chapter shall be a misdemeanor and shall be punished in accordance with the "General Penalty" provisions of TMC 1.16.01

16.50.060 Severability.

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Each separate provision of this chapter is independent of all other provisions. If any provision of this chapter, or any part thereof, is declared invalid, all other provisions, or parts thereof, remain valid and enforceable.

ORDINANCE 901

AN ORDINANCE OF THE CITY OF TENINO AMENDING THE TENINO MUNICIPAL CODE TITLE 6, BUSINESS TAXES, LICENSES, AND REGULATIONS

WHEREAS, the Business License Service Act, Revised Code of Washington (RCW) § 19.02 was enacted to provide a convenient, accessible, and timely one-stop system for the business community to acquire and maintain the necessary state licenses to conduct business; and

WHEREAS, the City has entered into a partnership agreement with the Department of Revenue for the purpose of giving effect to the Legislature's intent; and

WHEREAS, the City's current Municipal Code is structured to the City issuing and maintaining a Business License Program of its own; and

WHEREAS, the Department of Revenue has made numerous recommendations for the revision of the Tenino Municipal Code as it pertains to Business Licensing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that the following changes are made to the Tenino Municipal Code, amending Title 6, as follows:

Section 1. It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Tenino, Washington, and the sections of the code and this ordinance may be renumbered to accomplish that intention.

Section 2. § 6.08.030, Studio License – Application to clerk, is amended to read as follows:

Application for erotic dance studio license shall be made to the clerk separate from a City of Tenino business license application.

Section 2. § 6.08.040, Same – information required, is amended to add subparagraph "F" as follows:

F. Payment of an annual license fee.

Section 3. § 6.08.050, Same – Fee, is amended as follows:

License fees for an erotic dance studio shall be as established in TMC 6.08.040 and shall be in the amount shown in the most recent Consolidated Fee Schedule.

Section 4. § 6.08.0140, Same – Fee, is amended as follows:

Applications shall be accompanied by a nonrefundable fee. If a license is lost, one duplicate license may be issued by the clerk for a fee. The amount of the fee shall be as shown in the most current Consolidated Fee Schedule.

Section 5. § 6.13.040, Violations, is amended as follows:

Any violation of this chapter shall be punishable as follows:

- A. If a law enforcement officer determines that a person committed a first violation of this chapter, a written warning citation shall be issued to the violator with no criminal sanction to be attached thereto.
- B. If a person to whom a written warning citation has been issued is subsequently convicted of a violation of this chapter, they shall be punished by a fine not exceeding \$100.00.

Section 6. § 6.24.010, Definitions, is amended to add the definition of “Business Licensing Service” or “BLS” as follows:

Business Licensing Service, or BLS, means the office within the Washington State Department of Revenue providing business licensing services to the City of Tenino.

Section 7. Subparagraph A, § 6.24.020, Business license required; posting, is amended as follows:

- A. It is unlawful for any person, firm, corporation, or organization to engage in any business, occupation, or pursuit as defined in § 6.24.010, in the city without first obtaining a business license as provided in this chapter. The business license provided under the requirements of this chapter shall be posted in a conspicuous location at the place of business. The license shall be valid through the expiration date established by the Business Licensing Service, and must be renewed on or before that date to conduct business within the City after that date.

Section 8. § 6.24.040, Fees, is amended as follows:

There shall be an annual fee for each initial business license required by this chapter and for the annual renewal of a business license. Any application for a business license renewal made after the posted expiration date shall be assessed a late fee in addition to the renewal fee. The amounts of the fees shall be as shown in the most current Consolidated Fee Schedule.

Section 9. § 6.61.025, Business license requirements, is amended as follows:

- I. License required; application; fee

- A. Except as otherwise provided by ordinance, no person, whether or not subject to the payment of tax as provided in this article, shall engage in business as defined in chapter 6.24 of this title within the city without first having obtained and being the holder of a valid and subsisting business license to do so, issued pursuant to this article.
- B. The business license shall be issued for any lawful business on application therefore and payment of the annual license fee as shown in the most current Consolidated Fee Schedule
- C. The business license issued pursuant to this article shall be valid so long as the person to whom it is issued continues in business and pays the above application annual license fee and any tax due under chapter 6.50 and chapter 6.60 of this title on or before the expiration date determined by the state Business Licensing Service.
- D. Applicatons for the license shall be made to and on forms provided by the state Business Licensing Service.

Section 10. This Ordinance, after publication as required by State law, shall become effective on May 1, 2019.

ADOPTED by the City Council of the City of Tenino, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 23rd day of April, 2019.

Wayne Fournier, Mayor

Attest:

John Millard, Clerk-Treasurer

First reading: April 9, 2019
Second reading: April 23, 2019

Approved as to form:

Richard L. Hughes, City Attorney

FIRST AMENDMENT TO OPTION AND EASEMENT AGREEMENT

This First Amendment to Option and Easement Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between The City of Tenino, Washington (“GRANTOR”), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (“GRANTEE”). GRANTOR and GRANTEE (or their predecessors in interest) are parties to that certain Option and Easement Agreement dated August 22, 1996, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which GRANTEE is leasing or licensing from GRANTOR a portion of that certain property located at the SE corner of City Park, Section 19-16-1W, in the City of Tenino, County of Thurston, State of Washington, as more particularly described in the Agreement. GRANTOR and GRANTEE may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on May 31, 2022. Commencing on June 1, 2022, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 4 additional terms of 5 years each (each, an “Additional Extension Term”), unless GRANTEE terminates the Agreement by giving GRANTOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on June 1, 2022, the annual rent shall be \$14,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to GRANTOR or such other person as GRANTOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on June 1, 2023, the annual rent shall increase by 2% over the annual rent then in effect and by 2% over the then-current annual rent on each one-year anniversary of June 1, 2023 thereafter. Accordingly, the rental and associated increases in the Agreement shall not apply to the Initial Extension Term or Additional Extension Terms.

3. Indemnification. Except for Grantors negligence or willful misconduct, GRANTEE shall protect, indemnify, and save GRANTOR harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of GRANTEE, its employees, agents or sub-contractors, howsoever caused. GRANTEE will be responsible for any damages caused by his employees to GRANTOR equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to GRANTOR.

4. Independent Status of GRANTEE. The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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

5. Insurance Requirements of GRANTEE. The GRANTEE shall obtain insurance coverage at the GRANTEE's cost that shall be maintained in full force and effect during the term of this agreement, as follows:

The insurance required shall be issued by an insurance company(s), authorized to do business within the State of Washington. If an insurance company provides the coverage the GRANTOR, shall be included by blanket additional insured endorsement as additional insureds as their interest may appear under this agreement under the insurance policy(s) except workers compensation and employer's liability. If the GRANTEE is self-insured, or a member of a risk sharing pool approved by the State of Washington the additional insured requirement is waived by the GRANTOR. All policies/coverages shall be primary to any other valid and collectable insurance. The GRANTOR does not waive its right to subrogation against the GRANTEE or its subcontractors, and the policy shall be so endorsed. Upon receipt of notice from its insurer(s) GRANTEE shall provide GRANTOR, 30-days advance notice of any insurance cancellation.

The GRANTEE shall submit to GRANTOR, within 15 days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. GRANTEE shall submit renewal certificates as appropriate during the term of the contract.

(a) Subcontractors. GRANTEE shall REQUIRE all subcontractors to obtain and maintain substantially the same coverage as required of GRANTEE and include endorsement the GRANTOR as additional insureds under the subcontractor's policies and furnish separate certificates and endorsements for each subcontractor.

(b) No Limitation. GRANTEE's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the GRANTOR's recourse to any remedy available at law or in equity.

(c) Scope of Insurance. GRANTEE shall obtain insurance of the types described below:

- (i) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

The GRANTOR shall be included as an additional insured as their interest may appear under this agreement

- (ii) Commercial General Liability insurance shall be written on ISO occurrence forms or a substitute form providing equivalent coverage, and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability assumed under an insured contract and liability arising from explosion, collapse or underground property damage. The GRANTOR shall be included as an additional insured as their interest may appear under this Agreement under the GRANTEE's Commercial General Liability insurance policy with respect to the work performed for the GRANTOR using ISO Additional Insured endorsements CG 20 10 10 01 and CG 20 37 10 01 for completed operations or substitute endorsements providing equivalent coverage. If the GRANTEE is self-insured, or a member of a risk sharing pool approved by the State of Washington the additional insured requirement is waived by the GRANTOR.
- (iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability/Stop Gap Liability. The GRANTOR will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE or any subcontractor or employee of the GRANTEE which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the GRANTOR and guarantee payment of such amounts.
- (d) Amounts of Insurance. GRANTEE shall maintain the following insurance limits:
 - (i) Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (ii) Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate limit.
 - (iii) Industrial Insurance Coverage: The GRANTEE shall provide or purchase employer's liability insurance coverage prior to performing work under this contract with a limit of \$1,000,000 each accident, \$1,000,000 disease - each employee, and \$1,000,000 disease - policy limit.
- (e) Other Insurance Provisions. The insurance policies are to contain the following provisions for Automobile Liability, and Commercial General Liability insurance:

The GRANTEE's insurance coverage shall be primary insurance as respect the GRANTOR. Any insurance, self-insurance, or insurance pool coverage maintained by the GRANTOR shall be excess of the GRANTEE's insurance and shall not contribute with it. The policy shall provide endorsement stating as such.

(f) GRANTEE'S Insurance for Other Losses. GRANTEE shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, GRANTEE's employee owned tools, machinery, equipment.

6. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

7. Ratification and Reaffirmation. GRANTOR and GRANTEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

8. Selection of Law, Venue, and Mediation. The Parties agree that this agreement is made and entered into under the laws of the State of Washington. The parties hereto agree that the venue for any litigation that may arise from the performance of this agreement shall be Thurston County District Court, Olympia, Washington.

Prior to litigation of any dispute arising out of this Agreement, the Parties agree to submit the matter to mediation on terms and conditions to be agreed upon or, failing such agreement, to the Dispute Resolution Center of Thurston County. Each party will be responsible for their own costs of mediation, including attorney's fees, and share the mediation service fee equally.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

GRANTOR:

The City of Tenino, Washington

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

GRANTOR ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 201___, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of WA,
residing at _____
My appointment expires _____
Print Name _____

Exhibit A
Legal Description

DESCRIPTION OF GRANTOR'S PROPERTY: Beginning 976.4 feet North of the Southeast corner of Section 19, Township 16 North, Range 1 West, W. M.; running thence West 540.0 feet; thence North 12° 31' West 429.6 feet; thence North 8° 26' West 535.4 feet, more or less, to the southerly line of the former Northern Pacific Railroad right of way (Thurston County Assessor's Parcel No. 116194420800, deeded to Thurston County); thence along said former right of way line Northeasterly 716.4 feet to the Section line between Sections 19 and 20 of , Township 16 North, Range 1 West, W. M.; thence along said Section line South 1020.6 feet to the Place of Beginning; excepting therefrom any portion lying within said former railroad right of way; also known as Thurston County, Washington Assessor's Parcel No. 116194410200. TOGETHER WITH AND EASEMENTS OF RECORD, for access thereto across said former railroad right of way.

THANK YOU

On behalf of the entire staff of United Business Machines of Washington, allow me to take this opportunity to thank the City of Tenino for this privileged opportunity to serve your document imaging needs. It would be our sincere pleasure to partner with the City of Tenino as we have designed a replacement solution that we believe supports your productivity and purpose. It is my hope that you will find this proposed replacement solution to be cost effective and offer a dependable solution that delivers considerable efficiency and benefit to the City of Tenino and those you serve.

As your dedicated Account Executive of United Business Machines of Washington, I, Rich Fisher am fully authorized by the organization to negotiate and provide clarifications regarding the details of this proposal. Feel free to contact me at any time with your questions and/or concerns.

Once again, thank you for this opportunity to service the document imaging needs of the City of Tenino.

Sincerely,

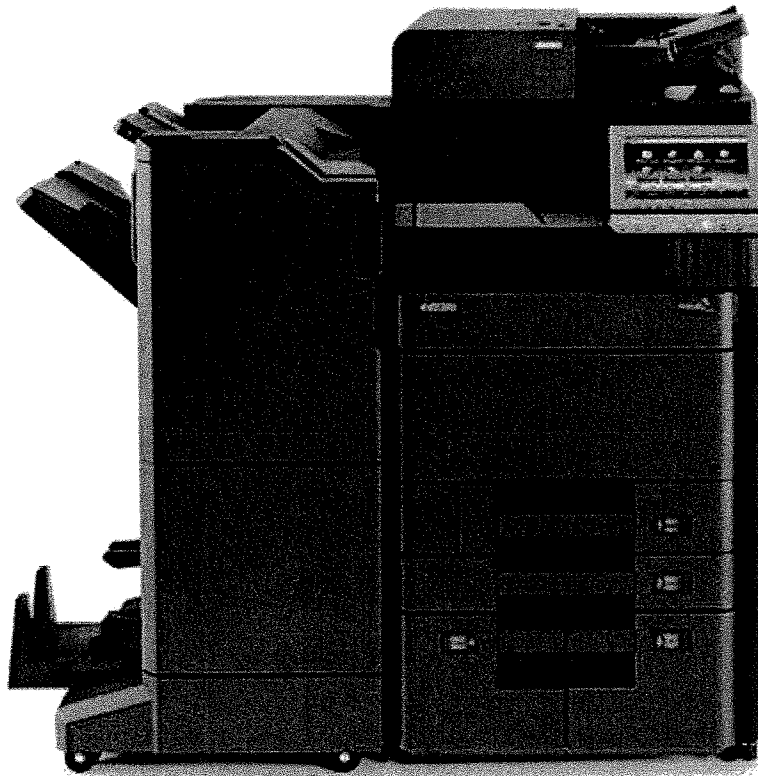


Rich Fisher
Account Executive
United Business Machines of Washington, Incorporated



PROPOSED MULTIFUNCTION DEVICE

KYOCERA TASKALFA 4052CI
Color Multifunctional System



SHOWN WITH TWO 1,500 SHEET PAPER DRAWERS NOT INCLUDED



SPECIFICATIONS

- 40 PPM Black & White / 40 PPM Color MFP
- Warm Up Time – 17 Seconds or Less
- FCOT – 4.5 Seconds or Less (BW)
- Zoom Ratio – 25% to 400%
- 1,000 Account Codes
- USB Host Interface
- 270 Sheet Capacity Single Pass Duplexing Feeder
- Scanning Speeds Up To 160 Images Per Minute (Duplex)
- 9" Color Touch Screen Control Panel
- Scan To File & Email
- Standard Duplexing
- Two 500 Sheet Paper Drawers Up To 12 x 18"
- 150 Sheet Multi-Purpose Tray
- 4,000 Sheet Stapling Finisher with Booklet/Tri-Folding Unit
- Standard Air Print
- Wireless Printing & Scan



SERVICE AND SUPPORT

As a service first company, we place great emphasis on the technical support that we provide to our clients. United Business Machines proposed solutions provides the City of Tenino with high quality, reliable and consistent services including

- Replenishment of consumable supplies (toner, imaging units, drums & maintenance kits)
- Break-Fix / Repair services to maximize the performance and lifecycle
- Management of the City of Tenino MFP's including customized reporting and recommendations for fleet optimization.
- Emergency Phone Number For Service Call (800)544-4120

SERVICES PROVIDED	MFP'S
All Toner Included	YES
Service Included	YES
Loaner Machine(s) If Necessary	YES
Maintenance Kits Included	YES
Parts / Labor & Travel Time	YES
Quarterly Review of Fleet Performance & Volumes	YES
Tracked Response Time	YES
Single Vendor	YES
Single Monthly Itemized Invoice	YES
Dedicated Account Executive	YES
Proactive Approach Based On Objectives & Equipment Uptime	YES
Customized Reporting	YES
Shipping	YES





SERVICE AGREEMENT

UBM will manage all service, supply, and billing inquiries for the City of Tenino. We will also manage the dispatch of local Field Technicians and Network Engineers to the respective locations requesting service.

Service Level Agreements

- UBM will maintain a minimum average rate of 97% uptime per calendar quarter.
- UBM will provide the City of Tenino with a guarantee average four hour response time for all devices from time of call to time of onsite technician.
- UBM's technicians strive to repair the device on the first visit; although each service call varies, we make every effort to provide a resolution within eight (8) business hours.

Telephone Support

UBM offers live helpdesk and dispatch support from 8:00 A.M., to 5:00 P.M., Pacific Standard Time, Monday through Friday with the exception of US Statutory Holidays.

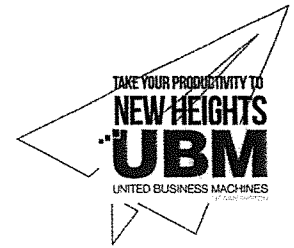
Escalation Process

All active service calls are monitored with alerts and notifications built into our service dispatch and client management systems to identify both service sequences and devices not meeting our predefined performance levels. When a notification is triggered by the system, the following escalation process is followed:

1. UBM's Service Manager and Director of Service are immediately notified of situation.
2. The issue is researched internally and followed up with the customer to discuss a proposed plan of action. Once the plan agreed upon, steps will be taken to execute the plan.

Parts

UBM stocks our Service technician's vehicles with commonly used parts for the devices he or she services within their geographic territory. Parts inventories are mainly located at UBM's corporate warehouse in Kirkland. Parts are also readily available in our branch locations in Tacoma, Olympia and Yakima. Technicians can view parts inventories and order parts onsite to reduce equipment downtime. If a part is on backorder, UBM will immediately notify the customer and provide an estimated time of availability.



PERFORMANCE METRICS

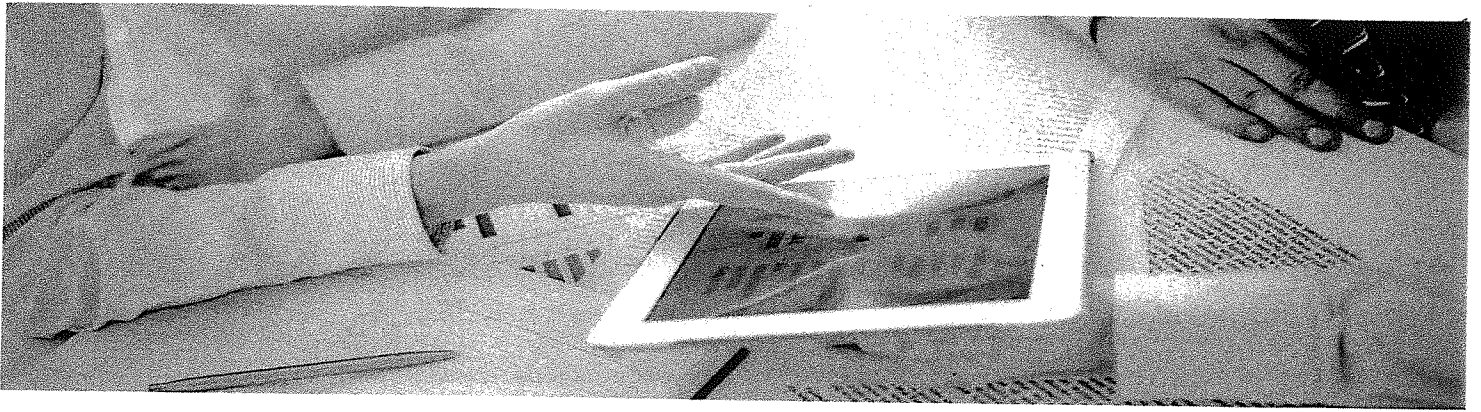
Technician Performance Metrics

UBM's Service Performance is measured by numerous elements including first call efficiency, callbacks, incomplete calls, customer downtime, technician response time, and customer resolution time. First call efficiency is based on completing the service call on the first trip without an additional callback for a recurring issue on the same unit.

Device Performance Metrics

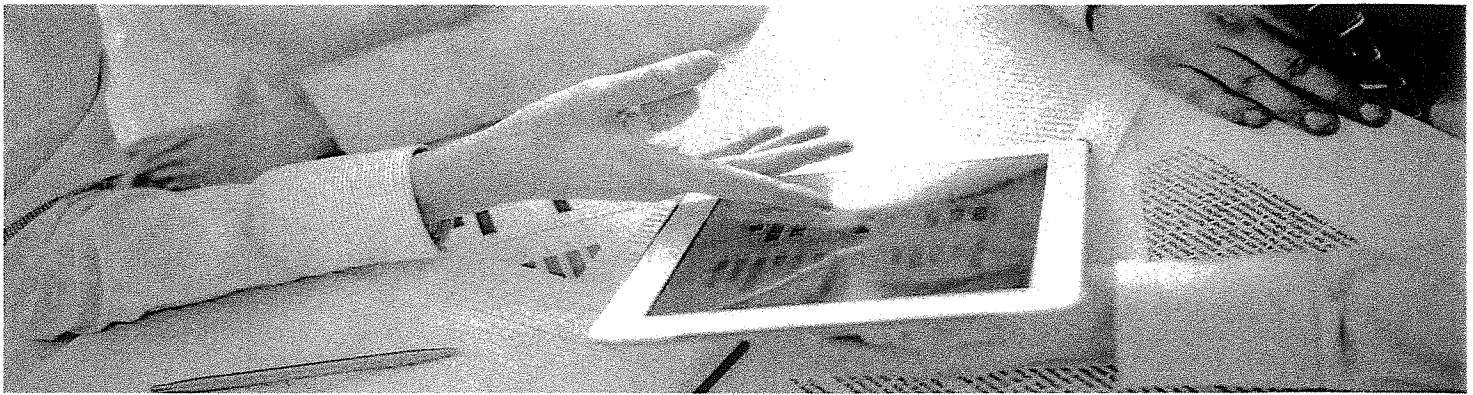
In addition to utilization levels, UBM's systems and tools capture and track data that can be leveraged for reporting within three broad categories.

- Device Performance
 - Gross number of service calls
 - Average days between calls
 - Number of pages between calls
- Service Response
 - Averages response time
 - Average repair time
 - Average resolution time
- Service Effectiveness
 - Percent of calls resolved on first call (FCE)
 - Percent of calls held for parts (HFP)
 - Call back percentage (CB)



CURRENT COST ANALYSIS

- Lease and Service Payment – City of Tenino \$ 483.78
 - Service on the Kyocera TA 45551ci
 - Includes 5,000 B&W images per month
 - Running 2,025 B&W images per month
 - Includes 1,000 color Images per month
 - Running 854 color images per month



INVESTMENT SUMMARY

- Lease Payment – City of Tenino

- 36 Month / 0 Down / FMV \$ 514.00
- 48 Month / 0 Down / FMV \$ 385.00
- 60 Month / 0 Down / FMV \$ 372.00

- Includes lease payment and service on **Kyocera TASKalfa 4052ci**
 - 2,500 B&W images per month
 - Additional images billed monthly @ .0085
 - 1,000 color Images per month
 - Additional images billed monthly @ .055

REPLACEMENT PROPOSAL PREPARED FOR
THE CITY OF TENINO
PREPARED BY RICH FISHER



TRANSACTION NOTES

- Terminates existing lease.
- UBM is responsible for all shipping cost of equipment back to leasing company.
- UBM will sanitize the HDD prior to shipment back to lease company.

**2019
INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY, CITY OF TENINO & CITY OF BUCODA**

This Agreement is entered into in duplicate originals as of April ____, 2019, between the CITY OF TENINO, a municipal corporation of the State of Washington (hereinafter "Tenino"), the TOWN OF BUCODA, a municipal corporation of the State of Washington (hereinafter "Bucoda"), each referred to individually as "City" or collectively as "Cities," and THURSTON COUNTY, a municipal corporation of the State of Washington (hereinafter "County"), collectively referred to as "parties" and individually as "party" pursuant to RCW 39.34.080.

WHEREAS, it is to the mutual advantage of Thurston County, Tenino, and Bucoda to cooperate as described herein to expend the remaining funds set aside for the Cities for transportation facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

- 1.0 It is the purpose of the Agreement to permit the parties to expend Rural Community Support Program ("RCSP") funds held by the County set aside for the purposes of transportation improvements in Tenino and Bucoda.

**II
DURATION**

- 2.0 This Agreement shall become effective on the date written above and shall remain in effect until the funds are expended, but in any event shall terminate no later than December 21, 2020. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

**III
SERVICES**

- 3.0 Tenino and Bucoda each have a direct funding allocation and interest in a shared allocation of RCSP funds currently held by the County. Tenino and Bucoda shall mutually agree, in a separate writing, to the distribution of funds set aside for mutual use, in accordance with Article IV, Payment. Tenino and Bucoda shall each use these funds for eligible transportation improvement projects within their respective jurisdictions.
- 3.1 Tenino and Bucoda shall individually provide all planning, design, construction, contract administration, project coordination, and all other work and resources necessary to construct transportation improvements within their respective jurisdictions, as confirmed by each City's Engineer. Tenino and Bucoda shall each have the discretion to choose the projects that are appropriate for their respective jurisdiction. Tenino and Bucoda shall individually provide all inspection, operation, maintenance, and upgrades necessary to ensure the safety, function, accessibility and intended purpose of their respective transportation improvement projects. Tenino and Bucoda shall each be solely responsible for ensuring the transportation improvements made as part of this agreement meet all existing and future applicable regulations.

**IV
PAYMENT**

- 4.0 The parties to this Agreement agree the County shall contribute RCSP funds currently held by the County to Tenino and Bucoda for transportation improvement projects within their respective jurisdictions. Such payment shall not constitute agreement or verification as to the appropriateness of any transportation improvement expenditure.
- 4.1 The amount payable to each City is as follows:
- 4.1.1 Tenino-\$24,691.
 - 4.1.2 Bucoda-\$7,918.
 - 4.1.3 Sixty-three thousand five dollars (\$63,005) remains as a shared allocation of RCSP funds. Tenino and Bucoda shall mutually agree in writing to each City's allocation of these funds and provide said written agreement to the County prior to disbursement of any funds under this Agreement. If a mutual agreement cannot be reached, the parties will seek guidance from Thurston Regional Planning Council ("TRPC") and attempt in good faith to reach agreement. If a written agreement executed by Tenino and Bucoda is not provided to the County by May 31, 2019, the funds will become available to the County for County road projects.
- 4.2 Upon completion of the services identified in Article III, Services, and the County's receipt of a Notification of Completion and written attestation of compliance with all applicable regulations from a City's Engineer, the County shall make payment for said services to that City in the amounts identified and mutually agreed to in section 4.1 of this Agreement.

**V
RECORDS RETENTION AND AUDIT**

- 5.0 During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period. Each party will promptly notify the other of any such litigation hold on records.

**VI
RELATIONSHIP OF THE PARTIES**

- 6.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

**VII
HOLD HARMLESS AND INDEMNIFICATION**

- 7.0 Each party to this Agreement shall be accountable for its own negligent acts or omissions, and for those of its officers, agents or employees, and shall indemnify, defend, and hold the other parties harmless from any third party claims relating to bodily injury or death, including costs and attorney's fees in defense thereof, caused by or arising out of a party's negligence in the performance of this Agreement. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.
- 7.1 Each party agrees to be responsible for the claims management, resolution, and payment of claims, arising out of their own work resulting in real or personal property damage or destruction. "Claim" means any financial loss, claim suit, action, damage, or expense, including but not limited to attorney's fees, attributable to damage or destruction of real property, including loss of use, resulting therefrom.
- 7.2 The provisions of this Hold Harmless and Indemnification section shall survive the expiration or termination of this Agreement and completion of the request for services.

VIII INSURANCE

- 8.0 All parties shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party upon request.
- 8.1 All parties shall maintain Automobile Liability insurance subject to limits of not less than \$1,000,000 per accident. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party upon request.
- 8.2 All parties shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of Coverage to each party's Risk Manager or Risk Management Division upon request.
- 8.3 All parties shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to the other party upon request.

IX TERMINATION

- 9.0 Any party may terminate this Agreement upon ninety (90) calendar days prior written notice to the other parties. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If this Agreement is terminated by either Tenino or Bucoda, any remaining RCSP funds payable to that City will become available to the remaining City, but must be used as outlined in this Agreement. Otherwise the County may use the funds for County road projects after the termination of this Agreement pursuant to Article II, Duration.

X LEGAL RELATIONS

10.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

**XI
FORCE MAJEURE**

11.0 Nor party will be liable to the others or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Agreement due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations.

**XII
ADMINISTRATION**

12.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other parties.

The County's representative shall be the Public Works Director (9605 Tilley Rd SW, Olympia WA 98512, 360-867-2300).

The City of Tenino's representative shall be the Public Works Director (PO Box 4019, Tenino WA 98589, 360-264-2368).

The Town of Bucoda's representative shall be the Mayor (PO Box 10, Bucoda, WA 98530, 360-278-3525).

**XIII
CHANGES, MODIFICATIONS, AND AMENDMENTS**

13.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

**XIV
GOVERNING LAW AND VENUE**

14.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**XV
WAIVER**

15.0 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XVI
SEVERABILITY**

16.0 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

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

Board of County Commissioners
Thurston County, Washington

City of Tenino, Washington

John Hutchings

Mayor

Gary Edwards

ATTEST:

Tye Menser

Clerk/Treasurer

ATTEST:

Clerk of the Board

Town of Bucoda, Washington:

Approved as to form:

JON TUNHEIM

Mayor

PROSECUTING ATTORNEY

ATTEST:

By:

Deputy Prosecuting Attorney

Clerk/Treasurer

RESOLUTION 2019-01

A RESOLUTION OF THE CITY OF TENINO, WASHINGTON ADOPTING THE CITY OF TENINO "CITY OFFICIAL HANDBOOK"

WHEREAS, The City of Tenino Personnel Policy Manual was last revised in December of 2008; and

WHEREAS, both federal and state law has changed considerably over the course of the last 11 years; and

WHEREAS, the Washington Paid Sick Leave law, the Washington Family Leave Act, and other major revisions to state law have never been addressed within the City's personnel policies; and

WHEREAS, City employees have asked for a shared leave policy and for a less ambiguous policy document.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that all previous versions of the City of Tenino Personnel Policy Manual and all Resolutions updating that manual are repealed effective March 31, 2019, and are replaced by the City of Tenino "City Official Handbook" dated March 12, 2019, attached hereto as "Exhibit A", made part hereof, and incorporated herein by reference, effective April 1, 2019, as follows:

Section 1. The City of Tenino "City Official Handbook" shall be reproduced in sufficient quantities to afford each current City Official a personal copy of the Handbook. Further, the Handbook and any future updates will be posted to the City's webpage and the Clerk/Treasurer shall maintain at least one printed copy at City Hall for inspection by public.

Section 2. The Administration will schedule one or more workshops where each employee will have the Handbook explained to them and will be afforded the opportunity to ask questions about anything contained therein.

Section 3.

- a. City Employees are required to acknowledge receipt of the Handbook during the workshop described in the preceding paragraph.
- b. All other City Officials are encouraged to acknowledge receipt at their earliest convenience.

c. The act of acknowledging receipt does not indicate agreement or disagreement with anything contained therein; it is simply intended to be a written record of an individual's receipt of the document and acknowledgment that certain provisions have been brought to their attention.

d. If an employee refuses to sign an acknowledge receipt, the Department Head or the Clerk/Treasurer will provide a statement that details when the Employee received a copy of the Handbook, the circumstances surrounding the refusal to acknowledge such receipt, and that statement will be filed in the Employee's Official Personnel File.

Section 4.

a. This Handbook will apply to new employees on its effective date.

b. Current employees who continue their employment with the City will be considered to agree to all terms and conditions contained in this Handbook if such employment continues beyond 30 days after the effective date.

PASSED at a regular meeting of the Tenino City Council this 9th day of April, 2019.

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

John C. Millard, City Clerk-Treasurer

Richard L. Hughes, City Attorney

CITY OFFICIAL HANDBOOK

Adopted by Resolution 2019-002 on March 12, 2019

City of Tenino

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DISCLAIMER

This handbook is not intended to, nor does it, create any type of contractual relationship. This handbook is not a contract. Nothing herein modifies the "at-will" relationship of the parties. The City of Tenino reserves all rights to modify, revoke, suspend, terminate, or change anything contained herein at any time, with or without notice.

CHAPTER 1

GENERAL

I. PURPOSE/SCOPE/APPLICABILITY

- A. As a Municipal Corporation, the City of Tenino is bound by the Statutes of the State of Washington as set forth in the Revised Code of Washington (RCW) and as amplified by the Washington Administrative Code (WAC), as well as federal law. As a result, these policies are subordinate to all applicable federal and state laws. In the event there is any conflict between these policies and any statute, the statutory provisions will take precedence. ***By accepting employment with the City, you understand and acknowledge the foregoing.***
- B. These personnel policies are not intended to be, nor should they be, construed as a contract, express or implied, or as a guarantee of employment for any specific duration. No Supervisor or representative of the City of Tenino has the authority to enter into any agreement with an individual employee for employment for any specified period or to make any written or verbal commitments contrary to the foregoing, unless such agreement is in a written employment contract signed by the Mayor, with appropriate authorization of the Council. The City also reserves the right to deviate from these regulations in individual situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost-efficient services to its citizens.
- C. These personnel policies shall apply to all City employees and volunteers. They shall not apply to elected officials or independent contractors unless specifically indicated. In the event of a conflict between any provision of this manual and any provision of a valid and effective collective bargaining agreement or in cases where the application of these regulations would conflict with applicable Civil Service rules and regulations, the provisions of the labor agreement and/or the Civil Service rules shall govern. In all other cases, these regulations shall govern. As a condition of employment all employees are required to read these personnel regulations and indicate by their signature that they understand these regulations and will comply with them.
- D. With the exception of Civil Service employees, all other employees and volunteers of the City of Tenino are considered "at-will" employees. Their employment with the City of Tenino and compensation may be terminated, with or without cause and with or without notice at any time. The termination of employment for Civil Service employees is governed by the Washington State Civil Service Law, RCW § 41.06 and WAC 357.
- E. To the extent that any collective bargaining agreement or civil service rules do not address the issues of employee conduct outlined herein, these policies govern.

- F. By publishing this document, the City is not intending to create any new rights, nor abrogate any existing rights. The City reserves all rights not herein mentioned.

II. DEFINITIONS

- A. Anniversary Date: The yearly return of the day and month corresponding with the employee's date of hire. This date may be adjusted when an employee departs for any reason and then later returns to City employment.
- B. Applicant: A person who has made formal application of employment with the City.
- C. Appointment: A position (authorized by the City Council and Mayor) filled by the Appointing Authority. Appointments include full-time, trial and part-time.
- D. At-will: The State of Washington is an "at-will" state. Unless covered by an individual employment contract, a collective bargaining agreement, or the Civil Service regulations, the employment relationship may be severed at any time by either the employee or the employer. If the relationship is severed by the employer, it may be for a good reason, a bad reason, or for no reason at all and the employee has no right to an explanation by the employer. However, the City may not sever the relationship for an illegal reason (such as discrimination or retaliation.)
- E. Authorized Position: A position authorized through the budget process by the City Council and approved by the Chief Administrative Officer.
- F. Call back. After departing the workplace at the end of a regularly scheduled shift, an employee may be called back to work at the direction of a Department Head or the Mayor.
- G. Chief Administrative Officer: The Mayor is the Chief Administrative Officer and responsible for the proper administration of all City departments and programs.
- H. City Credit Card: A credit card issued to the City of Tenino by a financial institution for the purpose of conducting City business. These include, but are not limited to, VISA, MasterCard, American Express, and Discover cards.
- I. City Official: A City Official is someone who was elected or appointed to serve, and who actually does serve, on any Council, Commission,

Committee, Board, Bureau, or Working Group of the City; a City Employee of any type; or a bona-fide Volunteer in actual service to the City.

- J. Council: The City Council is the legislative body of the City government.
- K. Department Head: An at-will employee who has responsibility for the management of one or more departments on behalf of the City, generally FLSA exempt.
- L. Employee's Relatives: An employee's relative means the spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-children, step-father, step-mother, step-brother, step-sister and grandparents on both sides.
- M. Engaged to be waiting. When placed on standby, employees are "engaged to be waiting" and must be fully capable of performing any of their normal workday duties. Because they must remain within certain geographical bounds, abstain from consuming alcohol, cannabis, or other forms of intoxicants, and otherwise be readily available for work, whenever an employee is in a standby status, it is considered "hours worked."
- N. Exempt Employee: An employee who is exempt from all overtime laws and regulations. Exempt employees are paid a fixed amount regardless of the number of hours worked. Exempt employees are expected to work not less than 40 hours per week and may have their pay adjusted for working less than the expected number of hours, but will never receive more than the agreed amount.
- O. FLSA: The federal Fair Labor Standards Act. The foundational statute underlying employer/employee relationships across the United States.
- P. Immediate Family Member: The employee's spouse, mother, father, brother, sister, son or daughter, mother-in-law, father-in-law, daughter- or son-in-law, including step and adoptive relationships.
- Q. Information Management Officer: The Mayor designates the City's Information Management Officer based on the knowledge, skills, and abilities of existing Employees. The Information Management Officer is a City Official whose responsibilities include managing the City's Information Technology infrastructure on a daily basis and who acts as the interface between any user of City Information Technology and the System Administrator.
- R. Job Description: The written description of a position containing title, responsibilities and minimum qualifications, to include knowledge, skills,

abilities, training, experience and possible licensing. Also known as a Position Description.

- S. Just Cause: A fair and honest cause or reason, regulated by good faith on the part of the City. A discharge for "just cause" is one which is not for any arbitrary, capricious, or illegal reason and which is one based on facts (1) supported by substantial evidence and (2) reasonably believed by the City to be true.
- T. Mayor: The elected Chief Administrative Officer of the City.
- U. Non-exempt Employee: An employee who is subject to all provisions of the FLSA. Non-exempt employees must either be paid overtime or granted compensatory time at the rate of one-and-one-half times their regular pay for any amount of time in excess of the maximum number of hours allowable under the FLSA (including the 7k exemption).
- V. Personnel Action: Any action taken with reference to appointment, compensation, promotion, demotion, transfer, layoff, dismissal or any disciplinary action affecting status of employment.
- W. Personnel File: Confidential personnel records of every City employee maintained and controlled by the Clerk/Treasurer, or his/her designee, at City Hall.
- X. Position: A grouping of current duties and responsibilities assigned by the appointing authority requiring the employment of one person that is established by the legislative body of the City.
- Y. Promotion: The movement of an employee from a position in one class to another class requiring increased duties and responsibilities, requiring greater pay and qualifications, and providing a higher maximum rate of pay.
- Z. Provisional: A limited civil service appointment of a certified person to either a classified position which is not vacant but is currently unfilled due to an authorized leave-of-absence or classified position for which there is no current eligible register. Provisional appointments are not eligible for civil service protections.
- AA. Reclassification: Change in allocation of an individual position by raising it to a classification having a lower salary range, or moving it to another classification at the same level on the basis of significant changes in the kind, difficulty or responsibility of work performed in the position.

- BB. Regular Full-Time Employee: An employee who has completed his or her trial period and who regularly works more than 32 hours a week on a continuing basis.
- CC. Regular Part-Time: An employee who works less than 32 hours per week and is eligible for pro-rated City benefits if they work more than 70 hours a month.
- DD. Reinstatement: The return of an employee to his/her former position in the service of the City within five years after layoff or at any time after successful appeal of a suspension, reduction in rank or termination. If the employee is a union employee, the reinstatement (recall) shall be strictly on the basis of seniority to any previously held classification if a vacancy occurs because of a layoff or reclassification.
- EE. System Administrator: The City contracts with commercial vendors for the administration and maintenance of its Information Technology (IT) infrastructure. The System Administrator is the holder of the City's current IT Service Provider contract.
- FF. Temporary Employee: An employee who hold jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. Temporary employees are not eligible for City's benefits if the expected duration of the project is less than 6 months.
- GG. Trial Employee: A full-time employee who is performing in a working test period, during which time the employee serves at the pleasure of the City. Also known as a "Probationary Employee."
- HH. Trial Period: The final phase of the selection process or a working test period during which an employee is required to demonstrate his/her ability and capacity to perform the duties of the position to which he/she has been appointed.
- II. Volunteer: An individual who has executed a "Volunteer Service Agreement" and who is performing services for the City who does not receive compensation, other than reasonable reimbursement or allowance for expenses actually incurred, or any other thing of value, in excess of five hundred dollars per year.
- JJ. Waiting to be engaged. Whenever an employee has been scheduled to be "on call," they are "waiting to be engaged." Because they are not subject to any work-related restrictions they are not generally entitled to compensation. In the event an on-call employee is called in to work in an unscheduled manner, the employee is not thereby performing in a Standby status and is not entitled to be paid for the time they were waiting;

rather, they are entitled to be paid as explained under the Call Back provisions, above.

III. EQUAL EMPLOYMENT OPPORTUNITY

- A. The City of Tenino is an equal employment opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats all employees and job applicants on the basis of merit; job related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, familial status, military status, sexual orientation, gender identification, medical condition, physical handicap or disability, honorably discharged veteran status, or any other basis prohibited by local, state, or federal law.
- B. The City will not discriminate against qualified applicants or employees with disabilities. Disabilities will be reasonably accommodated, if possible, unless the disability prevents proper performance of an essential element of the job.
- C. All recruitment, selection, placement, training and termination decisions made by the City will be based solely upon job-related qualifications and abilities. In some cases (a commissioned law enforcement officer position, for example) seniority may be treated as a factor to be considered.
- D. Employees who have Equal Employment Opportunity related questions; problems or complaints should first communicate their concerns to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint by using the City's complaint procedure.
- E. The City identifies itself as an equal opportunity employer in advertising for employees, in recruiting literature, in employee information, and in all day-to-day operations.

IV. ANTI-DISCRIMINATION POLICY

- A. It is the City of Tenino's intent to provide a work environment free from all forms of unlawful harassment or discrimination. All City of Tenino employees are responsible for ensuring that the workplace is free from harassment and discrimination. Employees are expected to show respect for each other and towards those with whom the City does business at all times, despite individual differences.

- B. Unlawful harassment generally includes, but is not limited to, offensive comments or actions, such as slurs, offensive jokes, graffiti, vandalism, and/or abusive or demeaning treatment relating to race, ethnic background, gender, sexual preference or identification, religion, age, disability, or any other lawfully protected status.
- C. In some cases, conduct which constitutes unlawful harassment may lead to personal liability for the harasser.
- D. See Harassment/Discrimination Complaint Procedures, Section VI below, for guidance on what to do if you experience harassment.

V. ACCOMMODATION / DISABILITY POLICY

- A. Reasonable accommodation is available to an employee with a disability when the disability affects the performance of job functions. The City makes employment decisions based on the merits of situation in accordance with defined criteria, not the disability of the individual.
- B. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists.
- C. The City makes all types of leaves of absence available to all employees on an equal basis. The City is committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability. The City follows all state or local laws that gives more protection to a person with a disability than does the Americans With Disabilities Act (ADA).
- D. The City is committed to taking all other actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal, state, or local laws.

VI. ANTI-SEXUAL HARASSMENT POLICY

- A. Sexual harassment is a form of sex discrimination and is an “unlawful employment practice” under Title VII of the 1964 Civil Rights Act and the Washington Law Against Discrimination (RCW 49.60). Sexual harassment will not be tolerated by the City of Tenino.
- B. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitutes sexual harassment when:

1. Submission to or rejection of such conduct is used as a basis for making employment decisions affecting the recipient; or
 2. The conduct unreasonably interferes with the recipient's work performance; or
 3. The conduct creates an intimidating, hostile, or offensive work environment. Examples include, but are not limited to, comments, suggestions, or jokes of a sexual nature.
- C. For the purpose of providing a workplace free from sexual harassment, the City of Tenino prohibits all conduct and comments of a sexual nature in the workplace, such as sexual jokes, discussion of personal or private sexual activities, graphic sexual material that is unrelated to work and other communications or depictions of sexual acts others may find offensive, that is not strictly work related, such as discussions of alleged criminal activity that the City may be investigating. This prohibition extends beyond what the law currently requires but will ensure that our employees are in a workplace free of embarrassing or potentially offensive conduct that is unrelated to the work our employees are asked to perform.

VII. HARASSMENT/DISCRIMINATION COMPLAINT PROCEDURE

- A. Employees who believe they are being subject to discrimination or unlawful harassment should identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or intimidating, the employee should discuss his/her concerns immediately with a supervisor. If the harassment involves the employee's supervisor, the employee should notify the City Clerk/Treasurer or the Mayor. If the harassment involves the Clerk/Treasurer, the Mayor should be notified. If the harassment involves the Mayor, the City Attorney should be notified.
- B. Employees are strongly urged to report all instances of perceived harassment or discrimination as soon as possible. It is the City of Tenino's goal to provide its employees with a professional and productive working environment. However, the City cannot address employees' concerns if those concerns are not brought to the City's attention.
- C. No employee will suffer retaliation for reporting a concern or participating in the investigation of a complaint made under this policy. To the extent possible, complaints will be handled confidentially. Employees are expected to use this complaint procedure in good faith, since false accusations may cost an employee their job or career, undermine the City's interest and permanently damage the work environment. No employee shall knowingly bring forward a false accusation of harassment

or discrimination. Knowingly bringing a false accusation will result in disciplinary action, up to and including termination, and does not fall within the City's prohibition on retaliation.

- D. If an investigation shows the accused employee(s) did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Because employee discipline is a confidential matter, the complaining party may not always know of the specific action taken in response to their complaint. Disciplinary actions may include warnings, verbal and/or written reprimands, a permanent letter to the employee's file, transfer, demotion, suspension or termination.

VIII. EMPLOYEE PERSONNEL RECORDS (Appendix B)

A. Elected and Appointed Officials.

1. The Clerk/Treasurer shall establish a Personnel File for Elected and Appointed Officials that shall be maintained as prescribed in Appendix B to this Handbook.
2. Personnel Records for elected and appointed officials shall contain only the following:
 - (a) All materials submitted as part of the appointment and confirmation (if required) of the official concerned.
 - (b) A fully executed copy of the official's Oath of Office.
 - (c) Records of training attendance, especially those that prove meeting the requirements of both the Open Public Meetings Act (RCW 25.30) and the Public Records Act (RCW 42.56).
 - (d) Payroll documents, if the position receives a stipend.
3. Personnel Records for elected and appointed officials shall be maintained in a secure container within the Clerk's office and access is limited to the Mayor, the Clerk/Treasurer, and the Payroll Clerk.

B. Employees.

1. The Clerk/Treasurer shall establish a personnel file for each employee as prescribed by Appendix B to this Handbook.

2. Personnel files shall be kept in a secure container within the Clerk's office, and access is limited to the employee's immediate supervisor, the Department Head, the Mayor, the Clerk/Treasurer, and the Payroll Clerk.
3. An employee's personnel file contains, but is not limited to, the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, tax withholding information, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.
4. An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.
5. Personnel files are kept confidential to the maximum extent permitted by law and business necessity, however, by State common law, records relating to employee misconduct may be subject to public disclosure laws. Except for verifications of employment, information from an employee's personnel file will not be released to the public, including the press, without a request for specific information and either a release signed by the employee or after the employee has had the opportunity to respond to a "third party notice" issued at the time the City initially responded to the request for public records received by the City.

C. Police Personnel Training Record

1. Police personnel have unique training requirements, many of which require annual refresher training. They also, relative to non-public safety employees, have a greater number of training requirements.
2. Police personnel also have unique personnel requirements, often involving in-depth investigations into the personal background, history, finances, and legal dealings.
3. Because of these unique requirements, each public safety employee will have a separate "Police Personnel Training Record" that, while overall a part of the employee's "Personnel Record," is maintained by the Chief of Police, or his or her designee, within the confines of the Police Department.

- (a) These records are required to be maintained at the same level of skill and confidentiality as all other Personnel Records. Accordingly, they shall be stored in a secure cabinet to which access is controlled in the manner prescribed by the Chief of Police, but in no event at a lesser level of security than is required by State Law.
- (b) In the event of separation, for any reason, the Police Personnel Training Record shall be included in the employee's Official Personnel Record for disposition in accordance with the most current Retention Schedule published by the Office of the State Archivist.

D. City of Tenino Official Identification Card

1. Identification cards have many important benefits, but the City requires each employee to possess and display a City-issued Identification card in order to:
 - (a) Prove that the person carrying the card works for the city, and
 - (b) The card provides a ready means of access control.
2. Cards are issued by the Tenino Police Department.
 - (a) New employees shall be escorted by the applicable Department Head to the Police Department once coordination has been made to issue a card to a new employee.
 - (b) Existing employees may make appointments directly with the Police Clerk to obtain new or replacement cards.
3. Cards do not automatically grant access to all City facilities, particularly, the Police Department. Access to the Police Department shall be as prescribed by the Chief of Police in the Tenino Police Department Policy Manual.
4. Once issued, employees are required to display the card prominently upon their person during all times that the employee is conducting City business within the City Limits.
5. Cards may be displayed while traveling on City Business or during training while outside the City Limits.

6. While not required, elected or appointed officials are eligible to receive a City of Tenino Official Identification Card.
7. Lost or stolen ID cards must be reported:
 - (a) Within 24 hours of discovering the card has been lost or stolen if City offices are open.
 - (b) Immediately upon reporting for work if the card is lost or stolen during a period when City offices are closed.
 - (c) The employee shall make the initial report to the Police Clerk and a follow-up report shall be made to the employee's supervisor or Department Head.

IX. LETTERS OF REFERENCE

- A. Only the City's Management, including Department Heads and the Mayor, will provide employment references on current or former regular City employees. Employees who receive a request for a reference from or pertaining to a former employee should refer the request to the City Clerk/Treasurer.
- B. Pursuant to RCW 4.24.730, any employer providing information about a former employee, who acts in good faith, is immune from liability if the information relates to the individual's ability to perform the job, diligence, skill, reliability, attendance, and or any misconduct that occurred while the employee was employed. The City will only provide dates of employment, positions held, and rate of pay in the absence of a complete release of liability signed by the former employee.

CHAPTER 2

**HOURS
&
ATTENDANCE**

I. DAYS AND HOURS OF OPERATION

- A. As required by RCW 35.21.175, the days and hours of normal operation for all City offices are set by ordinance. The City Council may change those dates or times in order to meet the needs of the City's residents in the most cost-efficient manner. When required by local conditions however, the Mayor may authorize a temporary deviation from the requirements of the ordinance. When this occurs, a notice outlining the reason for the deviation along with the temporary dates and hours of service and the expected duration of the deviation shall be posted on the City's website. Such notice shall also be placed on or near the main entrance of City Hall, the Police Department, and the Public Works shops.
- B. For the purpose of computing overtime, the City's work week is Sunday through Saturday, except for commissioned police officers.
- C. For the purpose of computing overtime for commissioned Police Officers (except the Chief), the City uses the 28-day 7K schedule. The first day of the 28-day schedule begins on January 1 of each year. Each 28-day period begins on the day after the immediately preceding 28-day period ends (regardless of calendar day) and continues so running until December 31 of each year. The schedule and cycle will not change mid-year.

II. WORKING HOURS

- A. Exempt employees. The City's three Department Heads are salaried FLSA-exempt employees. They are salaried because Department Heads are expected to spend the amount of time required to ensure the safe, effective, and efficient operation of their Department, which usually exceeds 40 hours per week. Each Department Head is expected to work a minimum of 40 hours per week and their pay is subject to downward adjustment whenever their absence from work is adjudged improper (see Chapter 7.)
- B. Non-exempt employees. All other City employees are "hourly" employees and subject to the provisions of both the federal FLSA and Washington State's Minimum Wage Law. There are two subcategories of non-exempt employees: Public Safety Employees and all others.
 - 1. Public Safety Employees. The City's only "Public Safety" employees are its commissioned Police Officers (but for the purpose of overtime, does not include the Chief.) Since Tenino operates a very small Police Department, the City can take advantage of the "Public Safety" exemption afforded under the FLSA. This exemption is commonly known as the "7k" exemption,

referring to the fact that the exemption is contained in Section 7 (k) of the FLSA. The most prominent feature of the 7K exemption is in the number of hours that Public Safety employees must work before becoming entitled to overtime pay, which is 171.5 hours in a 28-day period. The City safe-sides this requirement by requiring one-half hour less (171 hours) as the overtime threshold. However, it is the City's policy that any amount of time worked over 12 hours in a single day will be paid at the overtime rate, regardless of the total number of hours having been worked, or to be worked, within any 28-day period.

2. All Others. All other non-exempt City employees are required to be paid overtime whenever they exceed 40 hours in any given week or longer than the regular number of hours scheduled on any particular day.
- C. Part-time and Temporary employees will work hours as specified by their supervisor or the Mayor.

III. SCHEDULED HOURS OF WORK AND OVERTIME

A. Statutory Requirements.

1. Non-exempt, non-Public Safety Employees are generally entitled to overtime compensation for hours worked in excess of 40 per week.
2. There is generally no limitation on the number of hours an employee may be scheduled to work in a workweek.
3. The City can require mandatory overtime but must compensate employees accordingly. Overtime compensation is due when an employee:
 - (a) Works more than 40 hours in a workweek or more than their scheduled number of hours on a particular day, regardless of whether the hours are worked on a Saturday, Sunday or holiday. Applicable to non-Public Safety employees only.
 - (b) Or, in the case of a Public Safety Employee only, works more than 171 hours in a 28-day period or more than 12 hours on a particular day, regardless of whether the hours are worked on a Saturday, Sunday, or holiday.

B. Overtime Policy.

1. City Policy is that overtime must, to the degree possible, be authorized in advance and in writing (scheduled).
2. Department Heads include overtime in their annual budget submissions because history has proven that the City will incur overtime and therefore, it is incumbent upon the Department Heads to make reasonable attempts to project these overtime requirements and program such overtime into their Departmental Work Plans. This is known as "scheduled overtime."
3. When an unforeseen requirement for overtime presents itself, Department Heads may offer Compensatory Time (see Section IV, below) to the employee(s) who will be required to perform the extra work to the extent allowed by law.
 - (a) If the extra work may be performed by anyone within the applicable Department, the work shall be offered first to the employee who will agree to compensatory time.
 - (b) If the nature of the extra work requires an employee who possesses unique training, skills, experience, or licensure and such employee does not consent to compensatory time, or if no employee will agree to compensatory time, then the Department Head must inform the Mayor of the situation and the Mayor must either approve the overtime or direct that the work be deferred.

IV. COMPENSATORY TIME

- A. Non-exempt employees that are entitled to overtime pay may elect to receive compensatory time off instead of cash payment. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as compensatory time.
- B. Accrual of compensatory time is limited to 40 hours, which may be carried over into a succeeding year. Once an employee has accrued 40 hours of Compensatory Time however, overtime compensation shall be paid.
- C. Accumulation of compensatory time as a substitute for vacation time is not permitted. All accrued compensatory time must be used prior to any vacation time.
- D. As with all other types of leave, once accrued, an employee may request use of compensatory time through their supervisor. The granting of

Compensatory Time use is governed by the same considerations as for all other types of leave.

- E. Employees must use accrued compensatory time in a way that does not unduly disrupt City operations. All arrangements to use compensatory time must be approved by the employee's supervisor or Department Head. If an employee is in a leave status, where all accrued benefits are paid prior to the employee remaining on unpaid leave status, accrued compensatory time will be paid prior to paying out sick and/or vacation time.
- F. FLSA-exempt employees shall be granted a period of time, not to exceed eight (8) hours per month, subject to approval by the Mayor in writing, in recognition of the time demands of these positions. This time is not intended to be, nor will the City allow the accrual of such time as another category of "banked" leave. These hours shall not accrue but will expire on the last day of each month when not actually used.

V. CALL BACK

- A. All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination.
- B. Employees called back to duty will be paid their appropriate rate of pay for hours worked (including the overtime rate, if applicable.) A minimum of one (1) hour of compensation will be paid for each call back assignment.

VI. ON CALL AND STANDBY

- A. When prudence would indicate it to be necessary, employees may be placed in either a "standby" or an "on call" status.
 - 1. Standby. Whenever an employee is scheduled to "standby," they are engaged to be waiting and shall be paid their full salary and benefits. Employees scheduled to perform in a standby status do not have to report to their normal workplace, but must:
 - (a) Carry a beeper and/or a City-issued cellular telephone; and
 - (b) Remain within 15 minutes of their normal workplace; and
 - (c) Abstain from ingesting any substance that would prevent them from performing any of their normal workplace duties.

2. On call. Whenever an employee is scheduled to be “on call,” they are waiting to be engaged. They are not confined to any particular place but are required to leave word where they may be reached, or must wear a beeper or carry a City-issued cellular phone. While not considered “hours worked,” the City’s policy is that “on call” employees shall be compensated at the rate of one hour of normal rate of pay for every four (4) hours of on call time.

VII. ATTENDANCE

- A. Punctual and consistent attendance is a condition of employment. Once submitted by the Department Head, The Payroll Clerk is responsible for maintaining the official attendance records for all employees.
- B. Attendance on a regular and consistent basis is considered an essential function of the job for all City employees. The flow of City business and services to the public, including our public safety responsibilities, depend on reliable employees to attend to their assigned duties on a regular and consistent basis. All employees are expected to report to work as scheduled by their supervisor and perform productive work for the City during their scheduled work shifts. All City employees provide services to the Public, therefore, no City employee may “work from home” in a routine manner. The Mayor may make a temporary (not to exceed 21 consecutive calendar days) exception to this policy for cogent reasons.
- C. Employees unable to work or unable to report to work on time should notify their supervisor, Department Head, the City Clerk/Treasurer, or the Mayor as soon as possible, ordinarily before the work day begins or within 30 minutes of the employee’s usual starting time. If the absence continues beyond one day, the employee is responsible for reporting in each day, stating the reason for being late or inability to report for work.
- D. The City will normally continue to operate even during times of inclement weather, natural or man-made disasters or other emergencies. Unless the City notifies employees otherwise, employees are expected to be at work, even during such times. An employee who is unable to get to work or who, with authorization, leaves work early because of unusual weather conditions may charge the time missed to: compensatory time, vacation, sick leave, or, if the employee has no time available on the books, leave without pay.
- E. Tardiness for work includes any failure to report to or be ready for work at the employee’s designated starting time for all employees. Absences during the work day, or handling of personal business during working hours, or neglecting work duties during working hours will be treated

similarly. Excessive or chronic unauthorized absences or tardiness will result in disciplinary action, up to and including termination from employment.

- F. If you are unable to meet the City's attendance requirements due to a medical condition, you may qualify for an accommodation for that condition, if you notify your supervisor of that need. All employees who may qualify for an accommodation are expected to discuss their needs with the City, before their attendance results in potential disciplinary action.
- G. An employee who is absent without authorization or notification for 3 consecutive days is considered to have abandoned their job and their employment will be terminated.
- H. A leave form must be submitted to the Payroll Clerk for any absence or request for leave. All leave forms will be signed by the employee and approved by the Supervisor. The employee's supervisor is responsible for making sure that the form is turned in for payroll.

VIII. BREAKS AND MEAL PERIODS

- A. Employees may take one (1) 15-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.
- B. Meal periods shall be scheduled by the Supervisor and may vary depending on the workload. Meal periods are unpaid, unless you are required by your supervisor to remain on the job site during that time. Meal periods are usually one hour in length depending on your work schedule and the direction of your supervisor.

IX. LACTATION POLICY

- A. The City will accommodate employees who desire to express breast milk during working hours by providing a reasonable amount of break time to be used for this purpose.
- B. In the event that an employee requires additional time, other than the scheduled rest or meal periods, additional unpaid time off will be provided for this purpose.
- C. When an employee request accommodation for lactation, the applicable Department Head will ensure an appropriate area is reserved for the purpose. Restrooms and any room under constant video surveillance may never be designated for this purpose.

X. PAYROLL RECORDS

A. Timesheets.

1. Every employee, regardless of status, and volunteers shall record their hours of work using the appropriate Timesheet.
2. Each employee is responsible to record hours worked and leave taken by category on a daily basis. The employee's signature on the timesheet constitutes verification that the time reported as work, or leave taken away from work, is in accordance with the policies of the City of Tenino and that all time has been recorded accurately. No timesheet shall be accepted without the employee's signature.
3. Department Heads shall review each timesheet with the applicable employee. Discrepancies, if any, must be resolved by the Department Head prior to signing the timesheet.
4. Each timesheet shall be signed by the Department Head prior to submission. By signing the timesheet, the Department Head is certifying the employee has accurately recorded their time, by category. No timesheet shall be accepted unless it has been signed by the Department Head.
5. Timesheets are due not later than close of business the day after the close of the payroll cycle (see Chapter 4).
 - (a) When the close of the payroll cycle lands on a non-work day, timesheets are due not later than 3:00 p.m. on the last working day of the payroll cycle in order to meet payroll processing timelines.
 - (b) Where timesheets must be delivered early in order to meet payroll processing timelines, the employee will enter the number of hours they are scheduled to work on their timesheet and submit the timesheet as described above. If the employee actually works more or less hours than scheduled, the employee will submit a "corrected" timesheet within 24 hours of returning to work during the next payroll cycle. The corrected timesheet must be processed as outlined above.

- B. The Payroll Clerk keeps the official payroll records in accordance with the most current Retention Schedule published by the Office of the State Archivist.

CHAPTER 3

RECRUITING

&

HIRING

I. RECRUITING

- A.** Recruiting practices are conducted solely on the basis of ability, merit, qualifications, and competence, without regard to race, color, religion, national origin, marital status, military status, sexual preference, gender, pregnancy, physical handicap, disability, or age.
- B.** Each applicant shall complete and sign an application form prior to being considered for any position. Résumés may supplement, but not replace, the City's official application.
- C.** Any applicant supplying false or misleading information is subject to immediate termination, if they have been hired.
- D.** While there is no requirement for the City to advertise job openings, it is an acknowledged "best practice" that the City uses often. However, the City can, and does, sometimes hire without advertising the vacancy.

II. IMMIGRATION REFORM / E-VERIFY

- A.** The City fully complies with the regulations of the Immigration Reform and Control Act of 1986 (as amended) as enforced by the Department of Homeland Security. The City hires only those who are authorized to work in the United States. The law requires that:
 - 1. All new employees must complete Section 1 of the I-9 Form within three business days of hire.
 - 2. The City must check documents establishing an employee's identity and eligibility to work.
 - 3. The City must complete Section 2 of the I-9 Form and the Certification Section.
 - 4. The City must retain the form for at least three years. If an employee remains employed by the City's beyond the three-year minimum retention period, the City must retain the form for at least one year after the employee departs the City's employ.
 - 5. The City present the form for inspection to the Department of Homeland Security or Department of Labor upon request.
- B.** If an employee is hired for less than three days, Form I-9 must still be completed before the end of the employee's first working day. The I-9 form contains instructions for completion and the forms must be kept separate from all other personnel records.

III. OFFERS AND CONDITIONAL OFFERS

- A.** The City memorializes the terms and conditions of employment in a writing known as an Offer of Employment, or a Conditional Offer of Employment.
- B.** An Offer of Employment is designed to ensure the potential employee is under no illusions about which position they are being offered, what the rate of pay will be, and the start date. The Offer Letter also contains mandatory disclosure items such as whether the position is FLSA-exempt or non-exempt, the fact that the City is an “at-will” employer, and so forth.
- C.** A Conditional Offer of Employment differs only in that the offer is “conditioned” upon the applicant successfully completing a required test, background check, or other process that neither the applicant nor the City is in control of.

IV. HIRING

- A.** When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position. The department head will submit a written request to fill the position to the Clerk/Treasurer or Mayor. The position may be posted and/or advertised only after the need for the position has been determined and the request has been approved by the Mayor, or his designee.
- B.** Residency within the City shall not be a condition of initial appointment or continued employment; provided however, that the employee’s selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.
- C.** Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid state-issued driver’s license with any necessary endorsements. If selected for the position, background, credit, and driving records of applicants will be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.
- D.** The City may administer pre-employment examinations to test qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer examinations. Civil Service positions require competitive examination.

- E. After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination which may include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure that his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.
- F. A candidate may be disqualified from consideration if:
 - 1. Found physically unable to perform the duties of the position and the individual's condition cannot reasonably be accommodated in the workplace; or
 - 2. The candidate refuses to submit to a medical examination or complete medical history forms; or
 - 3. If the examination reveals use of alcohol and/or controlled substances and the job for which the applicant is applying for precludes the use of alcohol and/or controlled substances.

V. TEMPORARY EMPLOYEES

- A. With approval of the Mayor, temporary employees may be used during emergencies or other peak workload periods, to temporarily replace regular employees absent due to disability, illness, vacation or other approved leaves, or to temporarily fill a vacancy until a regular employee is hired.
- B. Temporary employees may be hired without competitive recruitment or examination.
- C. Temporary employees may not work more than 70 hours a month for more than five months in a twelve month period.
- D. Temporary employees are eligible for overtime pay and WPSL as required by law. They are not eligible for and do not receive vacation, City sick leave, health insurance, retirement, holidays, or any other benefits during their employment (provided the anticipated period of employment is less than 6 months).

VI. TRIAL PERIOD

All newly hired employees, reinstated employees, or employees promoted to a new classification enter a trial period, which is considered an integral part of the selection and evaluation process. During the trial period, an employee is required to demonstrate suitability for the position through actual work performance.

- A. The normal trial period is one year from the employee's date of hire, rehire or promotion; however, longer periods may be established by the Mayor for up to an additional six (6) months for positions requiring technical, professional, specialized, unusual or unique skills or qualifications.
- B. An employee's trial period may be extended for up to an additional six (6) months when necessary because of circumstances such as extended illness or a need to continue to evaluate marginal performance, to properly evaluate the employee's performance. The trial period will not be shortened for any reason, but the City may terminate the employee prior to the completion of the trial period.
- C. New employees on the trial period will accrue vacation and sick leave but are not eligible to use vacation leave until after having completed six (6) months of employment. Employees who are on a trial period as a result of promotion or reclassification may use accrued vacation as they normally would.
- D. Employees in a trial period status remain at will. During the trial period, the employee may be terminated at any time without cause, including Public Safety employees.
- E. When the employee's supervisor determines that an employee has satisfactorily completed the trial period, the supervisor shall prepare a written performance evaluation, which will be reviewed by the Mayor. If the trial period is satisfactorily completed, the employee may be certified to regular employment status.
- F. Satisfactory completion of the trial period does not create an employment contract or guarantee employment with the City for any specified duration, nor does completion of the trial period guarantee the employee "permanent" employment. All employees of the City, except those covered by civil service or a collective bargaining agreement, are employed "at-will" as set forth in these policies.

VII. EMPLOYMENT OF RELATIVES (NEPOTISM)

- A.** The City will consider hiring immediate family members except we will not employ members of an employee's immediate family if any of the following would occur:
1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
 2. One of the parties would be responsible for auditing the work of the other;
 3. Both parties would report to the same immediate supervisor;
 4. One of the parties is a member of the Tenino City Council.
- B.** For purposes of this policy, "relatives" are defined as an employee's spouse, fiancé, live-in partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-children, step-father, step-mother, step-brother, step-sister and grandparents on both sides, aunt, uncle, first cousin or any member of the employee's household.
- C.** If a nepotism situation occurs and the City cannot make accommodations (such as a transfer), only one of the employees is eligible to remain in the City's employment. The employees involved make the decision as to which employee will resign. If this decision is not made by the employees within 30 days of notice from the City, the Mayor will make the decision on the basis of operational necessity and terminate one of the employees.

VIII. PROMOTIONS AND TRANSFERS

- A.** The City of Tenino encourages current employees to apply for vacant positions for which they are qualified. Promotions and transfers are based on the Supervisor and or Mayor's recommendation, work force requirements, performance evaluations, job descriptions and related City requirements.
- B.** Employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her trial period and possess the qualifications for the vacant position, unless the Mayor, in the best interest of the City, waives such requirements.

CHAPTER 4

COMPENSATION

I. COMPENSATION

Each job title within the City is classified into one of the City's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which is approved annually in the City's budget by the City Council.

II. EMPLOYEE PAY RATES

- A.** Employee compensation is based on a variety of factors including, but not limited to, job performance, experience, training or proven capability, initiative, team work, reliability and the City budget. Employees shall be paid within the limits of the wage range to which their positions are assigned.
- B.** Usually, but not always, new employees will start their employment at a lower rate than that paid to an existing employee. However, a new employee may be employed at a higher rate than the existing employee when the new employee's experience, training, or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum. In no case shall the pay rate be higher than the wage schedule included in the annual budget and adopted by ordinance.
- C.** Pay increases are contingent on satisfactory performance and the availability of funds. If an employee's performance is consistently unsatisfactory, the department head may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.
- D.** When funds are available the Mayor may propose, and the City Council may grant, an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group or classifications. Such adjustment, if any, must be approved by the City Council through ordinance and will not change an employee's pay anniversary date.

III. PAYDAYS

Full-time City employees are paid on the 5th and on the 20th day of each month. If payday is on Saturday, Sunday, or a Holiday, paychecks will be distributed on the last regularly scheduled working day before the payday. For non-Public Safety employees, pay periods are the 1st through the 15th and the 16th through the 31st. Public Safety employees under the 28-day 7k schedule are also paid

on the 5th and the 20th, but each such check will represent one-half of the scheduled 28-day period insofar as is practicable. Employees may choose to be paid on a monthly basis if they prefer.

IV. DEDUCTIONS

- A. The law requires some regular deductions from the employee's earnings; the employee may specifically authorize other deductions. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, applicable union contract, or statute.
- B. City employees who incur personal expenses which are billed to the City, such as through municipal/governmental employee cell phone programs, are required to sign a written agreement authorizing deductions from employee pay for any amounts the employee fails to pay on a timely basis, including any payments due prior to or coming due after issuance of the employee's final paycheck.

V. PAY INCREASES

- A. No employee may receive more compensation than is authorized by the Salary Schedule which is included with each year's budget and adopted by ordinance.
- B. There is no "automatic" pay increase of any type whatsoever. Any individual increases in pay must be initiated by the appropriate Department Head using a City of Tenino "Payroll Action Request." Payroll Action Requests must be approved by the Mayor and validated by the City Clerk/Treasurer as being within the limits of the current budget. Any increase in pay that has not been approved in writing by the Department Head, Mayor, and Clerk/Treasurer is invalid and will not be honored.
 - 1. When a Department Head has determined an employee is both eligible and deserving of an increase in pay, the Department Head will request a Payroll Action Request be prepared for the employee under consideration.
 - 2. The Clerk/Treasurer will prepare, or cause to be prepared, a Payroll Action Request on behalf of the employee and provide the form to the Department Head for signature by both the employee and the Department Head. Once so signed, the Department Head will return the Form to the Clerk/Treasurer.
 - 3. The Clerk/Treasurer will review the form for completeness and accuracy and verify the pay increase is within the means of the

current budget and, if so, will sign the form and provide it to the Mayor for his approval.

4. If the Mayor agrees with the Department Head that the employee is deserving of an increase in pay, then the Mayor will sign the Payroll Action Request and return it to the Clerk/Treasurer who will provide a copy to the Payroll Clerk for action and will file the form in the employee's Personnel File.
5. If the Mayor does not agree with the Department Head, the Mayor shall not sign the form and the employee shall not receive the pay increase.
 - (a) In the event the Mayor does not approve of the pay increase, the Department Head shall notify the employee of that fact and shall counsel the employee, in writing, and such counseling shall provide the employee with a clear understanding of what is required of the employee to gain the increase.
 - (b) Once the counseling has been completed and documented, the Clerk Treasurer shall include the counseling and the non-approved Payroll Action Request in the employee's Personnel File.
 - (c) The Department Head shall notify the Clerk/Treasurer, in writing, when the employee has complied with all terms of the counseling
 - (d) Upon receipt of such certification, the Clerk/Treasurer will provide the original Payroll Action Form, the original written counseling, and the Department Head certification to the Mayor for approval. There is no time limit within which these actions must be completed.

VI. COMPENSATION UPON TERMINATION

- A. When an employee's employment with the City of Tenino is terminated, (whether voluntarily or involuntarily) the employee will receive the following compensation in their final paycheck as required by state law:
 1. Regular wages for all hours worked up to the time of termination, which have not already been paid.
 2. Any overtime pay due.

3. A lump sum payment of any accrued but unused vacation and compensatory time, up to the maximum allowable carry-over (see Chapter 7), less any legally required deductions or deductions authorized by the employee in writing.
- B. Holiday pay and City sick leave are non-compensable benefits and shall lapse upon termination of employment. Sick leave earned under the WPSL law shall not be paid but will continue to be available to the employee should they be reinstated within 12 months of separation.
 - C. As authorized, unpaid personal expenses that are or may be charged to the City, expenses due to the failure to return City property after termination, or any damage caused by the employee to City property will be subtracted from the final paycheck. In the event a terminated employee does not return all City property which could include, but is not limited to, keys, credit cards, phones, radios or other equipment, they will be charged for all expenses related to the loss or replacement of such items or re-keying of buildings, vehicles or equipment.

CHAPTER 5

PERFORMANCE EVALUATIONS, TRAINING AND TRAVEL

I. PERFORMANCE EVALUATIONS

- A.** Performance evaluations are designed to provide a tool for regular communication between the employee and his/her supervisor. Performance evaluations are normally prepared in writing, and then discussed with the employee by an appropriate supervisory employee. In the event an employee is not performing up to the City and the supervisor's standards, the supervisory employee shall establish a time frame for improvement and identify the tools needed for improvement. If the employee fails to improve in the time frame specified, the employee may be subject to demotion or termination.
- B.** To achieve the City's goal of teamwork, public accountability and efficiency, as well as to educate, train, promote and retain the best qualified employees for every job, the City conducts periodic performance evaluations for all positions. Employees are normally evaluated by their supervisor prior to completion of their trial period and annually thereafter.
- C.** The Mayor is responsible for developing and maintaining the City's performance evaluation program; the Department Heads implement that program within their Departments.
- D.** The evaluation is part of an employee's personnel record and may be a factor in determining, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

II. TRAINING POLICY

- A.** Our employees are the City's most valuable asset and training is the most cost-effective risk-reduction measure the City can undertake to protect those assets. Properly trained employees are both more productive and are less likely to commit errors. Training instills confidence and thereby bolsters employee morale. The willingness to commit to training engenders loyalty among the City's employees, making training an even more cost-effective undertaking because it reduces turnover.
- B.** The City seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge, and abilities directly related to City employment; to obtain or maintain required licenses and certifications; and to develop staff resources or promote cross training of existing employees. Opportunities may include, but are not limited to:

 - 1.** On-the-job training and in-house workshops and seminars sponsored by other agencies or organizations.

2. Conferences and conventions organized around specific subjects, professions, or fields of endeavor.
 3. On line training, such as that made available by the Association of Washington Cities, the Risk Management Services Agency, or other State agencies.
 4. Enrollment in distributive training courses that may use correspondence, web-based training platforms, or interactive video to facilitate learning.
 5. Employees are encouraged to work with their supervisor to identify appropriate training programs to assist employees in improving job performance or expanding their job duties or increasing their accuracy, skills or efficiency.
- C. Employees may be required to cross-train with other specialties within their own or another Department to perform a variety of tasks, in order to allow the City to provide uninterrupted services in the event of an employee's absence, whether such absence is long or short term. Cross-training helps all employees assist each other in times of high work load as well. Each Department Head is responsible for identifying needed cross training functions, and demonstrating their Department is capable of functioning, even while they are away from work.

III. TRAVEL POLICIES, REGULATIONS, AND PROCEDURES

- A. The City of Tenino encourages attendance and participation of City officials at meetings, conferences, and training events where such participation is determined to be in the best interests of the City of Tenino.
- B. City Officials who attend such meetings, conventions, or training shall be reimbursed or shall be provided a City Credit Card for all valid business expenses related to such attendance. Spouses, other family members, or guests may accompany such City Officials (when appropriate), but their attendance shall be at the sole expense of the Official involved and at no cost to the City.
- C. Regardless of purpose, whenever travel is required or desired on behalf of the City, the following policy is applicable:
 1. Except as otherwise provided by law, City-owned or leased motor vehicles are to be used only for Official City Business.
 2. When a City-owned or leased motor vehicle is being operated, any person exercising control over and/or operating the vehicle is

expressly prohibited from engaging in the transportation of unauthorized passengers. Unauthorized passengers or those passengers not engaged in performing official city business and/or not specifically authorized by the Mayor or a Department Head. Unauthorized passengers can include, but are not limited to, family members, relatives, friends, or pets.

3. When driving or operating any City vehicle, the driver or operator is required to:
 - (a) Be in possession of a valid Driver's License and present it when requested by any appropriate authority.
 - (b) Familiarize themselves with the manufacturer's handbook pertaining to the vehicle and operate the vehicle at all times in a professional and safe manner, to include compliance with all applicable traffic laws and regulations.
 - (c) Properly use seat belts as required by state law. The driver must ensure compliance by all passengers. Any passenger who refuses to comply with the seat belt requirements shall not be authorized to ride in the vehicle.
 - (d) Adjust driving speed and vehicle equipment to match any change in driving conditions. If, for safety reasons, travel plans must be altered due to environmental conditions beyond the driver/operators control, you must promptly notify your immediate supervisor (or Department Head) and seek guidance before continuing.
 - (e) Ensure the vehicle is ready for the next use prior to returning the vehicle at the completion of a trip by purchasing fuel, lubricants, or other required items and providing the receipts for such purchases to the supervisor or Department Head.
 - (f) Seek supervisor or Department Head approval prior to authorizing any emergency repairs.
 - (g) Promptly report the occurrence of any moving or non-moving violation or infraction the operator has been cited for. It is also the responsibility of the operator to promptly pay the issuing jurisdiction for any fines or fees as a result of any such infraction or violation. Such expenses shall not be reimbursed by the City.
 - (h) Follow City policies for reporting vehicle mechanical problems and arranging for repairs or maintenance.

- (i) Be responsible for maintaining a good appearance of the vehicle.
 - (j) Complete a City of Tenino Vehicle Accident Report form, or other approved vehicle accident report form, for any accident, regardless of how minor. Such report must be submitted to the Department Head and Clerk/Treasurer within 24 hours of trip completion, or the next business day if the trip ended on a Friday or the eve of a Holiday.
 - (k) Safely organizing and storing equipment/supplies in the vehicle so they are secure in the event of a sudden stop or other violent maneuver.
 - (l) Selecting a well-lit, safe area for parking.
4. The following items are prohibited while driving, operating, or riding as a passenger in a City Vehicle:
- (a) Smoking, chewing, vaping, or otherwise ingesting any tobacco, cannabis, or other intoxicating substance.
 - (b) Driving under the influence of any intoxicating beverage, drug, or other impairment-producing substance as advised by health professionals.
 - (c) The transportation of firearms or other weapons or explosives, concealed or otherwise, unless the transportation of such items are required for the performance of official duties.
5. Drivers or operators are prohibited from the following while driving or operating a City-owned or leased vehicle:
- (a) Using any hand-held electronic devices (such as a cellular telephone or two-way radio), unless such electronic devices are capable of "hands free" operation or are permanently installed as part of the vehicles' mission-essential equipment (police, fire, and emergency medical response vehicles, for example.)
 - (b) Using any headphones, "ear-buds," or other device specifically designed to either insulate the wearer from environmental noises or to convey audio signals such that

only the wearer may hear them. For the purpose of this policy, prescription hearing aids are exempted.

- D. If a private automobile is used for business travel away from the City, the employee will be reimbursed operating expenses at the rate specified by the federal General Services Administration. Every effort should be made to car pool, use public transportation, or coordinate with neighboring jurisdictions in an attempt to conserve resources whenever feasible.

IV. TRAVEL EXPENSE REIMBURSEMENT

- A. Regardless of purpose, all travel to be performed at City expense must be authorized in writing by the Mayor (for Elected or Appointed Officials and Department Heads) or a Department Head (all other employees or volunteers).
- B. The arrangements for any such travel shall be those that are most advantageous to the City of Tenino and not at the whim or personal convenience of the traveler, regardless of the traveler's position with the City. Accordingly, it is preferred that the City make all such arrangements. Reimbursement for transportation provided by a Commercial Carrier shall be no greater than "coach" class (or equivalent) and the maximum reimbursement of lodging costs is limited to the maximum amount for lodging as determined by the federal General Services Administration for the destination under consideration. If personal travel is combined with City-related travel, the traveler is personally responsible for any expenses not related to the purpose of the travel.
- C. When authorized to travel at City expense, City officials will be reimbursed per diem expenses up to the maximum allowable amount as determined by the federal General Services Administration for the destination under consideration.
 - 1. The per diem allowance is designed to cover the costs of being away from home, such as food, laundry, toiletries, tips, and other incidental expenses. In general, the per diem allowance may be used in any manner the traveler wishes, except that the City specifically will not reimburse any expenses related to alcohol, cannabis, pornography, or the procurement of any personal services not directly related to the purpose of the travel.
 - 2. When the cost of training (or conference attendance) includes meals, the per diem rate will be adjusted accordingly. The amount of the adjustment will be the cost for the meal (Breakfast, Lunch, or Dinner) established by the federal General Services Administration for the destination under consideration.

- D. Requests for reimbursement shall be submitted on a City of Tenino Employee Reimbursement form completed and signed by the employee and the Department Head. All receipts must be attached.
1. Receipts are required for:
 - (a) Any transportation via Commercial Carrier.
 - (b) Lodging.
 - (c) Any item purchased with a City credit card.
 2. Receipts are not required for any meals, tips, or other personal items not purchased with a City credit card. As explained above, reimbursement for such items will not exceed the Per Diem rate established by the federal General Services Administration for the destination under consideration.
- E. Reimbursement will be made in the next regular accounts payable claims cycle and the Travel Expense Voucher will be audited by the Clerk/Treasurer prior to presentation to Council for approval.
- F. Travel Using a City credit card.
1. For the convenience of the traveler, travel may be conducted solely through the use of a City credit card, when approved by the appropriate Department Head.
 2. When the expected form of payment for all travel-related expenses is a City credit card, all of the policy provisions related to the travel are in full force and effect, including:
 - (a) All travel is to be performed at the least cost to the City and the maximum amounts payable for lodging and per diem are those amounts established by the federal General Services Administration for the destination under consideration.
 - (b) The traveler is responsible for any amounts over and above the established limits that were charged to the City credit card.
 - (c) The City credit card shall not be used to purchase anything on behalf of anyone other than the authorized traveler.

- (d) The traveler is responsible to provide the receipt for any purchase made using the City credit card.
- (e) The traveler shall not use a City credit card to purchase anything not related to the purpose of the travel.
- (f) If the City credit card is lost or stolen while travelling, the traveler shall immediately notify the credit card company and file a lost/stolen credit card report. The traveler shall then notify the City Clerk/Treasurer, who will notify the appropriate Department Head.

CHAPTER 6

BENEFITS

I. RETIREMENT BENEFITS

- A.** The City of Tenino makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA and Medicare payroll deductions.
- B.** The Law Enforcement Officers' and Firefighters' Retirement System (LEOFF) covers all regular full-time uniformed employees in the police department. The State of Washington sets benefit levels and contribution rates.
- C.** The Public Employees' Retirement System (PERS) covers all eligible employees. The State of Washington sets benefit levels and contribution rates.
- D.** Employees intending to retire should notify their Supervisor at least three months prior to the date of retirement, to assist the City in the transition of responsibilities, hiring, and training of a replacement and to ensure a smooth transition for both the City and the employee.

II. WORKERS COMPENSATION

- A.** All current employees are covered by the State Industrial Insurance program (worker's compensation). This type of insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost for any disability resulting from job-related injuries or illnesses. All job-related accidents must be reported immediately to the employee's Supervisor and the City Clerk-Treasurer.
- B.** When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Worker's Compensation.
- C.** If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary, pending receipt of Worker's Compensation benefits. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred.
- D.** Failure to repay the City for any duplication of benefits as required by this policy will be considered fraudulent and will subject the employee to discipline, including termination and continuing obligation to repay the benefits duplicated between sick or personal leave payout and wage compensation paid by the State.

- E. A Doctor's Certificate authorizing return to work and specifying any limitations will be required prior to the employee returning to work. Such medical return to work evaluations are to ensure the safety of the returning employee, the City and public and will be required in any situation where a leave occurs which indicate the employee's leave from work was due to a condition that was inconsistent with or has impacted the employee's job duties, particularly the employee's essential job functions.
- F. The City may require an examination at the City's expense, performed by a physician of the City's choice, to determine when the employee can return to work and if he/she will be capable of performing the duties and responsibilities of the position.

III. INSURANCE BENEFITS

- A. Full-time employees are eligible to participate in the City of Tenino's insurance programs. Insurance coverage will begin on the first of the month following date of hire. The programs and criteria for eligibility will be explained upon hire and are outlined in these policies. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.
- B. Temporary and Provisional employees are not eligible for health insurance benefits.
- C. Unless otherwise required by law, the City does not pay health insurance coverage for employees who are on unpaid leaves of absence after the premium is paid for the initial first month of the unpaid leave. This includes employees requesting or placed on family leave and who are on worker's compensation leave. This includes employees requesting or placed on family leave and who are on worker's compensation leave, once all accrued compensation is exhausted.
- D. If permitted by the insurance provider, an employee on approved unpaid leave of absence may elect to continue to self-pay the health insurance premiums to maintain coverage during the period of their leave.
- E. Except in cases of termination for gross misconduct, upon an employee's termination from City employment, the former employee may elect, at his/her option and expense, to continue City health insurance benefits to the extent permitted by the insurance policy, up to a maximum of one year or any other applicable statutory period where coverage can be extended under COBRA.

- F. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.

IV. UNEMPLOYMENT COMPENSATION

- A. City employees may qualify for Washington State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met. An employee is not eligible for benefits if they voluntarily resign their position without good cause. Employees who are terminated for misconduct are not entitled to benefits. Under Washington's Employment Security Act, an employee's intentional violation of an employer's rule which harms the employer's interest can be considered misconduct. Refer to the unemployment statutes for additional information on eligibility.
- B. The City is not able to negotiate with employees as to their eligibility or ineligibility for unemployment benefits, as this decision is made by Washington's Employment Security Department. The City is obligated to respond to each application for benefits accurately, providing the Department with specific reasons for the employee's separation, to make certain these benefits are administered properly.

CHAPTER 7

LEAVES OF ABSENCE AND TIME OFF

I. LEAVE TYPES

A. Vacation Leave.

1. Vacation time is accrued monthly. Part-time employees will receive vacation on a pro-rata basis, provided they normally work at least 70 hours per month.
2. Temporary and Provisional employees are not eligible for any vacation benefits. Employees do not accrue vacation leave during leave without pay.
3. Whenever an employee accrues and carries-over into a succeeding year more than 40 hours of vacation leave, Supervisors shall ensure each such employee schedules a minimum of one continuous 40-hour block of vacation leave sometime in that year.
4. Unless the result of a bona fide emergency, leave requests shall be submitted at least two weeks prior to taking vacation leave if such leave will be in excess of two (2) consecutive days.
5. The maximum number of vacation days which may be carried over from December 31 of one year to January 1 of the next year is 120 hours. Vacation hours will be utilized on a first-in-first-out basis. Where a vacation had been previously scheduled, but City operations have made it impractical for an employee to take such scheduled vacation time, the Mayor may authorize additional carryover. Such authorization must be in writing and the vacation must be taken as soon as possible after City operations permit.
6. In the interest of employee health and well-being, even where there is no carry over from a previous year, all eligible employees shall be encouraged to take a minimum of 40 consecutive hours per year of vacation leave, if accrued hours are available.
7. Employees will be paid for unused vacation time upon termination of employment, up to the maximum of 120 hours that may be carried over from year to year.
8. Each regular full-time employee is entitled to vacation leave as follows:

Length of Employment	Vacation Earned per month
1 – 12 Months	8 hours
13 – 48 Months	9.33 hours

49 - 84 Months	10 hours
85 - 120 Months	10.67 hours
121 - 156 Months	11.33 hours
157 - 192 Months	12 hours
193 - 228 Months	12.67 hours
229 + Months	14 hours

B. Sick Leave.

1. Washington Paid Sick Leave Law. Under the WPSL, all workers, whether full-time, part-time, permanent, temporary, or provisional, sick leave is accumulated at the rate of one (1) hour of paid sick leave for every 40 hours worked. Sick leave may carry over at the end of each year, and employers may limit the amount of carry-over to 40 hours. If a separated employee is reinstated within 12 months, the employee's former accrued sick leave balance is restored up to a maximum of 40 hours.
2. However, the City of Tenino provides a more generous sick leave program to its full-time employees than that made mandatory by the WPSL law. All full-time regular employees will accrue sick leave benefits at the rate of eight hours for each calendar month of continuous employment. The City allows accrual of up to 720 hours.
3. Employees accrue and may use sick leave during their trial periods. Temporary employees do not earn City sick leave benefits but will earn WPSL sick leave. Employees do not accrue sick leave benefits during leave without pay.
4. The City's sick leave covers those situations in which an employee is absent from work due to:
 - (a) Physical injury to or illness of the employee (not due to a workplace injury);
 - (b) The need to care for the employee's dependent children under the age 18 who are ill;
 - (c) To care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious or emergency health condition; Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

- (d) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - (e) Use of a prescription drug which impairs job performance or safety;
 - (f) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability. Vacation leave, compensatory time, or leave without pay may be used for this addition time off.
5. A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.
6. Employees who use all their accumulated sick leave and require more time off work due to illness or injury are eligible to utilize the Family Medical Leave Program. Employees may not use sick or vacation leave in advance of accrual.
7. Employees will not be paid for any unused sick leave upon leaving City service for any reason. As mentioned above, up to 40 hours of sick leave will remain available to an employee who is reinstated within 12 months of separation.
8. The City may require a doctor's certificate to verify a family member's condition and the need for treatment, supervision or care.
9. Any conflict between the WPSL and the City's sick leave policy will be decided by the requirements of the WPSL.
10. Sharing of Sick Leave.
- (a) The purpose of shared leave is to permit City employees, at no additional employee cost to the City other than the administrative cost of administering the program, to come to

the aid of a fellow employee who is suffering from illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to either take leave without pay or to terminate their employment with the City.

- (b) Employees with a medically documented illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to either be in a leave without pay status or to terminate employment with the City, may, subject to the provisions of this section, request and be permitted to receive donations of sick leave from other employees.
- (c) The Mayor may authorize sick leave donations if:
 - (i) The employee requests to receive donations of sick leave.
 - (ii) The employee's request is consistent with the purpose of this section and the employee has depleted, or is about to deplete, his or her annual leave and sick leave accruals.
 - (iii) The employee has been employed by the City for 24 consecutive months and is not under disciplinary action at the time the request for donated sick leave is made.
 - (iv) The employee is currently eligible for sick leave and has no documented record of sick leave abuse.
 - (v) The employee has diligently pursued and is found to be ineligible for state industrial insurance benefits, or such benefits have been exhausted.
 - (vi) There are other City employees who are willing to donate sick leave.
 - (vii) The total amount of sick leave that can be donated to any single employee will be determined by the Mayor on a case-by-case basis. In no case will the amount of donated sick leave exceed 600 hours (75 working days) during an employee's career.

- (viii) While an employee is on shared leave, he or she will continue to be classified as a City employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation leave.
- (d) Leave shall be transferred on an hour-for-hour basis, regardless of the hourly wage of either the transferor or the transferee.
- (e) Any employee with more than 120 hours of accrued sick leave may donate any of the amount over 120 accrued hours, up to a maximum of 600 hours. There is no limit to the number of times any single employee may donate sick leave during their employment with the City.
- (f) Any leave donated under this section that is not used will be returned to the donating employee(s), provided that there is no reasonable expectation that the leave will be needed in the near future in connection with the illness or condition for which the donation was permitted.
- (g) This program is a voluntary program and creates no vested rights for any employee. It may be amended, suspended, or terminated at any time by the City Council.

C. Family Medical Leave Program

1. Washington's Paid Family and Medical Leave Program is designed to offer a partial wage replacement while on leave to recover from an illness or injury, to bond with a new child, to take care of a sick or injured family member, or for absences resulting from certain military obligations.
 - (a) Beginning January 1, 2019, employees will begin monthly deductions to pre-pay for WPFML benefits.
 - (b) Beginning January 2, 2020, employees may apply for benefits.
 - (c) Employees who have been with the City for at least 12 months and who work at least 1,250 hours in the prior year, PFML leave is job-protected, meaning an employee must be returned to the same or comparable position at the end of the leave period.

2. The City of Tenino also offers its own Family Medical Leave Program and will provide up to 12 weeks of unpaid leave during a 12-month period to any eligible employee who needs the time off:
 - (a) For a serious health condition of the employee that prevents him/her from performing the essential functions of his/her job; or
 - (b) To care for the employee's spouse, child or parent where that family member has a serious health condition; or
 - (c) For the birth of a child of the employee, in order to care for the child; or
 - (d) For the placement of an adopted or foster child with the employee.
3. To be eligible an employee must have been employed for at least 12 months and have worked for at least 1600 hours during the previous 12-month period.
4. The employee must provide the City with reasonable notice of his/her intention to take leave when possible.
5. The City of Tenino requires that employees utilize all their available paid leave, regardless of type, prior to taking any unpaid leave.
6. The City may require certification from the health care provider of the employee or employee's ill family member in support of the employee's request for leave. This certification should state the date on which the serious health condition commenced, the probable duration of the condition, and the appropriate medical facts known by the provider regarding the condition. If the leave request concerns a family member, the certification should state that the employee is needed to care for the family member, and provide an estimate of the length of time that the employee's care will be necessary.
7. The City may request subsequent re-certification of a medical condition at reasonable intervals, not to exceed once every thirty days.
8. The City may grant intermittent leave or a flexible work schedule, specific schedules will be set up to accommodate the needs of both the City and the employee, this schedule must be followed.

9. In the event of the death of an immediate family member, not to exceed three (3) consecutive days to attend the funeral or memorial service (maximum 24 work hours). The phrase "immediate family" for the purpose of the bereavement policy includes the employee's spouse (or domestic partner), brother, sister, father, mother, step-father, step-mother, grandparent, children, step-children, grandchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law.
10. Two additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds 200 miles each way (maximum 16 hours).

D. Pregnancy Leave

1. Pregnant employees are permitted to work as long as they are able to perform their jobs. If an employee has been absent from work as a result of a pregnancy-related condition and recovers, she will be able to return to work.
2. The City shall hold the position open for a pregnancy-related absence as required by law.

E. Leave without pay

1. The Supervisor, with the approval of the Mayor, may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of twenty-one (21) days per year (unless eligible for WPFML.)
2. Only full-time and part-time employees who have satisfactorily completed their trial period are eligible for leave without pay. The following requirements apply:
 - (a) Leave may be granted to an employee for a period of up to thirty days at the discretion of the Supervisor and with the approval of the Mayor. Further extensions are at the discretion of the Mayor.
 - (b) Accrued compensatory time, if any, sick leave and vacation leave must be exhausted prior to taking any leave without pay.

- (c) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.
 - (d) In certain circumstances, self-payment of insurance benefits may apply. See Section 6.3 on Insurance Benefits.
3. An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned. An employee returning from a temporary disability may, at the City's option, return to the same position or to a similar position at a comparable rate of pay.
 4. If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties, and responsibilities of the employee's position.
 5. The City may require verification of the reason for the leave. If the leave is due to a medical condition, whether of the employee or of the employee's family member, the City may require a doctor's certificate verifying the need for leave and estimated length of time for the leave, as set forth above. For military leave, a copy of the employee's orders must be provided.
 6. The City may require verification that the employee is entitled to reinstatement, such as copies of discharge papers or proof of attendance at jury duty. If the leave without pay is due to the employee's serious medical condition the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the essential duties, and responsibilities of the employee's position safely.

F. Jury and Witness Leave / Voting

1. The City of Tenino provides all employees with leave for the full period of jury duty service. Jury duty for the first two weeks is paid; thereafter it is unpaid. The employee must provide a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, the employee is required to provide proof of jury service and to reimburse the City for any additional jury pay received for the time period that the City was paying the employee for jury duty. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

2. All full and part-time employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless the employee is testifying as a witness for the City or as part of their job duties. Employees may utilize their available paid leave during this type of leave.
3. Voting.
 - (a) The City encourages employees to fulfill their civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening and the City expects that employees will be able to vote either before or after work hours.
 - (b) If an employee's schedule does not permit sufficient time for an employee to vote either prior to or after their scheduled shift, the City shall allow up to two hours without loss of pay to vote. This time is only available when requested in advance and must be taken either before or after the scheduled shift.

G. Administrative Leave

On a case-by-case basis, the City may place an employee on administrative leave with pay for an indefinite period of time. Administrative leave may be used in the best interest of the City as determined by the Mayor during an investigation or other administrative proceeding

H. Military Leave

1. Employees who are members of the National Guard or Federal Reserve Military Units may be absent from their normally scheduled duties, for a period of up to 21 days per calendar year when they are ordered to perform active military duty or inactive training duty.
2. The employee must provide a copy of their orders (or duly approved Training Schedule) for the time period the employee is on military leave and, in accordance with Washington State Law, such employee will continue to receive their regular City wages while performing such duties.
3. Employees who are members of the National Guard or Federal Reserve Military Units who are ordered to deploy in support of contingency operations (whether overseas or within CONUS) will not continue to be paid their regular City wages, but will be granted

Military Leave for the duration of such deployment. Upon completion of military duty, the employee shall be returned to the same, or similar (in terms of duties and compensation), position.

I. Early Cash-Out

1. An employee may request an early cash-out of either vacation leave or compensatory time under the following conditions:
 - (a) The employee must have taken, or be scheduled to take, a minimum of 40 consecutive hours of either vacation leave or compensatory time within the previous 320 days; and
 - (b) The employee has accrued the maximum amount of vacation leave or compensatory time that may be carried-over into a succeeding year, or would exceed the maximum carry-over amount if not cashed-out early; and
 - (c) There are at least 45 calendar days remaining in the current fiscal year; and
 - (d) If not cashed-out, the employee would have to forfeit some amount of leave; and
 - (e) The dollar amount of any such cash-out must be within the means of the existing budget.
2. If the employee has both vacation leave and compensatory time that would be forfeit, the compensatory time shall be cashed-out first.
3. Early cash-out of vacation leave is limited to 120 hours in an employee's career with the City. There is no limit regarding compensatory time.
4. The employee must submit a request for early cash-out in writing. The Mayor is the approval authority for the request, which approval shall not be unreasonably withheld. If approved, an early cash-out shall be processed with the current payroll cycle for disbursement with the employee's normal pay check. No request for early cash-out will be processed as a "supplemental payroll" or under any other guise to effect payment outside the current payroll cycle.

II. HOLIDAYS

A. The following holidays are recognized by the City:

New Year's Day	January 1
Martin L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25th
Floating Holiday (2)	

- B. Any holiday falling on a Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday.
- C. Non-exempt regular full-time employees scheduled to work over any holiday will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday.
- D. Temporary employees will be paid at their regular straight time rate for hours worked on a holiday.
- E. Employees hired prior to July 1 will be entitled to two floating holidays for that year. Employees hired after that date receive one floating holiday in the year hired.
- F. If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may negotiate a substitute day off using vacation, compensatory time, or leave without pay; provided however, any such arrangement may not interfere with City operations.

CHAPTER 8

**EMPLOYEE
RESPONSIBILITIES
&
CONDUCT**

I. EMPLOYEE RESPONSIBILITIES & CONDUCT

A. General Code of Conduct

1. All City employees are expected to represent the City to the public in a professional manner that is courteous, efficient, and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and supervisor.
2. Because the City of Tenino's success in serving its citizens depends upon each employee's performance, the City has established certain minimum standards of personal conduct. Among the City's expectations are:
 - (a) Use of basic tact and courtesy toward the public and fellow employees, at all times;
 - (b) Adherence to City policies, procedure's, safety rules and safe work practices;
 - (c) Compliance with directions from supervisors;
 - (d) Preserving and protecting the City's equipment, grounds, facilities and resources;
 - (e) Providing orderly and cost-efficient services to citizens;
3. When in public all employees will refrain from any conversation or action that could discredit or distract from the City's objectives.
4. All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City. Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
5. The City of Tenino is a relatively small organization. To make the most efficient use of personnel, the City reserves the right to change an employee's work conditions and duties as originally assigned to the extent allowed by law. When these arrangements become necessary, the City expects the employee's cooperation.

B. Response to Citizen Complaint

1. When a complaint is received it will be distributed to the appropriate Department Supervisor, the Clerk/Treasurer, and the Mayor.
2. If the complaint is not received on a City of Tenino Citizen's Action Request, the Department Head of the department that received the complaint will complete that form. A copy of the completed Citizens Action Request will be delivered to the City Clerk/Treasurer within three (3) working days of receipt of the original Complaint.
3. The Clerk/Treasurer will coordinate with the appropriate Department Head to determine an estimated date or time by which the complaint should be resolved, or why the City should take no action on the complaint. The Clerk/Treasurer will inform the complainant of the results of this coordination and will track the complaint through to resolution.

II. PROHIBITION OF WORKPLACE VIOLENCE

- A. The safety of the City's employees and the public is the City's paramount concern when dealing with issues of violence or threatened violence in the workplace. Acts of violence, threats, aggressive behavior, or intimidation will not be tolerated by City employees. This includes verbal or physical threats made while on duty or on City property. This includes communications through electronic means or through a third party. Destruction of property is also prohibited.
- B. Threats or intimidation of public officials is prohibited. Any such conduct by members of the public directed at a City employee or City official will be grounds for refusing City services or access to services, or legal action, including criminal action, when appropriate. Any such conduct by a City employee is grounds for disciplinary action up to, and including, termination.
- C. If any City employee is aware of such conduct being directed at a City employee or City official, whether the source is another City employee or member of the public, they are encouraged to report such conduct immediately to the City Clerk/Treasurer, Mayor or law enforcement. The City will take police action when needed to meet these safety goals.
- D. An employee, who participates in, commits or threatens to commit an act of violence in the course of his or her employment or directed toward a co-worker will be subject to discipline, most likely immediate termination, as a means of protecting the work environment from this type of conduct.

III. OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

- A. Employees shall not, directly or indirectly, engage in any outside employment or financial interest, which may, in the City's sole opinion, conflict with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:
1. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
 2. Is conducted during the employee's work hours;
 3. Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
 4. Is employment with a firm which has contracts with or does business with the city; or May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits the City.
- B. An employee, who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she obtains prior approval from his/her immediate supervisor.
- C. Employees may not wear City uniforms or use City equipment, including vehicles, in ways which indicate, or could be interpreted to indicate, that the City is sponsoring or endorsing activities. To avoid conflicts of interest, each employee must:
1. Maintain a high standard of conduct and disqualify him or herself from exerting influence in any transaction where his or her own interest may conflict with the best interest of the City, or where the employee may gain or be perceived to gain any financial or other personal benefit.
 2. Report to the City Clerk/Treasurer any financial interest the employee or any member of his or her family may have in any entity, agency or concern doing business with the City.
 3. Refuse to accept any remuneration, gift or promise of a benefit received from anyone who has a business relationship with the City, and report all such conduct to the City Clerk/Treasurer or Mayor.

4. Accept no cash, merchandise or any item of more than a de minimis value from anyone who has a business relationship with or interest in dealing with the City. Items that are donated to use as a door prize for a fundraiser or to be auctioned or raffled off for the benefit of the City are not considered gratuities to the employee if used strictly for the purpose intended.
 5. Refrain from using information or knowledge acquired by virtue of the employee's position in the City for any personal gain or advantage by divulging such information to anyone who could use it in a manner detrimental to the City or detrimental to the fairness of the process, such as a competitive bidding process.
 6. Report to the Mayor or City Clerk/Treasurer any knowledge the employee has of a potential violation of this policy.
- D. Any employee who serves as a consultant to, or a director, officer or part-time employee of a business or agency that does business with the City, when that relationship has not been fully disclosed to the City has a conflict of interest. This is true even when the City employee has no direct contact with the City in the course of the business or agency's dealings with the City. This places the City at risk for inadvertent disclosure of confidential information and creates the appearance of impropriety. Thus, all employees must obtain written approval from the Mayor before the employee may accept outside work with a firm or entity that has or may have dealings or a relationship with the City.

IV. POLITICAL ACTIVITIES

- A. City employees may participate in political or partisan activities of their choosing on their own time provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.
- B. Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.
- C. Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

V. CONFIDENTIALITY OF BUSINESS INFORMATION

Employees of the City of Tenino may receive and have access to personal information regarding its taxpayers, rate payers and other employees and officials. Employees are obligated to keep this information confidential. All requests for confidential City records or information must be referred to the City Clerk/Treasurer, Department Head or Mayor. Employees are prohibited from distributing confidential information. This obligation exists during employment and it continues indefinitely after employment with the City ends. Employees who violate this provision shall be subject to discipline up to and including termination.

VI. NO SMOKING POLICY

- A. Smoking (of any substance) or vaping is prohibited in all areas frequented by the general public and all meeting rooms used by City staff or the public and all work areas.
- B. Smoking or vaping is prohibited in City Equipment, including but not limited to vehicles.
- C. Smoking or vaping (of non-intoxicating substances) is permitted only in designated areas outside of the City's buildings.
- D. This policy is extended to chewing tobacco, snuff, or similar substances.

VII. PERSONAL PROPERTY AND EXPECTATIONS OF PRIVACY

- A. The City of Tenino does not assume responsibility for any theft or damage to the personal belongings of employees. Desks, equipment, lockers, vehicles and other business property belong to the City. Employees have no expectation of privacy when using or granted access to City provided equipment, such as lockers, desks, storage areas, vehicles, computers, phone systems or any other City owned property or equipment. The City reserves the right to search these areas or equipment from time to time, to make certain City policies regarding use of this equipment or the City facilities is appropriate. In addition, if there is a reasonable belief that a criminal act, such as theft has occurred on City premises, the City reserves the right to search employee's personal belongings brought onto City premises, when necessary to confirm whether a crime or theft has occurred or to confirm whether a violation of these policies has occurred.
- B. Improper use of equipment or City owned facilities or an employee's personal property during work hours, including use of personal cell phones

for excessive personal phone calls, text-messaging or videotaping, may also result in disciplinary action.

VIII. USE OF CITY RESOURCES

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited, as are excessive personal calls that increase the City's cost of services. Other City equipment, including vehicles, should be used by employees for City business only. All City vehicles shall remain on City property while not in service, unless specifically authorized by the Department Head. An employee's misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action, including termination.

A. City Credit Cards.

1. The purpose of City credit cards is to provide flexibility in the procurement of goods and services on behalf of the City. They are an integral part of City operations and shall not be used to procure anything that has not been authorized by the City Council, the Mayor, or a Department Head. Any such authorization is to be made strictly in accordance with the rules for procuring goods and services by a political subdivision of the State of Washington and then only within the constraints of the most recently adopted Municipal Budget.
2. A log is maintained documenting who has possession of City Visa Credit Cards.
3. Department Heads will sign out the credit card.
4. All receipts for credit card purchases will be turned in to the Accounts Payable Clerk office on at least a weekly basis for reconciliation to the statements and payment.

B. City Information Technology Resources

1. Acceptable Use Policy.
 - (a) The City provides information technology resources to employees for the purpose of conducting official city business, advancing and supporting the city's mission and to assist in providing services to its citizens. The purpose of this section is to outline general provisions which must be adhered to while using city owned information technology resources. Personal use of such equipment and access, including electronic mail, Internet access, and network

resources, is authorized only in accordance with this Acceptable Use Policy.

- (b) The City reserves the right to review employee information technology use to determine whether the use of the resources is appropriate and conforms to this policy. If an employee is not complying with this policy, the City reserves the right to remove the employee's access to the information services resources or to proceed with other disciplinary action, including, termination.
- (c) All software installations must be approved prior to acquisition. This includes programs such as screen savers, computer games, weather services, or new updates. This is to avoid system conflicts, anticipate necessary upgrades to hardware, etc.
- (d) Employees are responsible to establish and maintain passwords consistent with City requirements. User accounts and passwords must be unique to each employee and kept confidential.
- (e) Prohibited and Inappropriate Use. Information technology resources are intended for the conduct of City business. The following uses are categorically determined to be prohibited and inappropriate:
 - (i) Gaining, or seeking to gain, information for criminal purposes. Seeking access to City passwords belonging to others.
 - (ii) Unauthorized attempts to break ("hack") into any computer or voicemail system whether of the City or another organization.
 - (iii) Using information technology resources or knowingly allowing another to use the resources to advertise or promote a personal business, for commercial product advertisement, for promotion or distribution of information about non-City affiliated organizations when such organizations are unrelated to any activity or professional organization that is necessary for or adjunct to the employee's job or professional certification, or for religious purposes.

- (iv) Using an information technology resource to assist a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition, except as set forth in RCW 42.17.130.
 - (v) Processing, distributing, transmitting, or displaying inappropriate stored electronic media such as obscene, libelous or defamatory materials. This includes downloading, transmission and possession of pornographic, profane or sexually explicit materials. (Activities of the police department related to criminal investigations, or authorized personnel investigations by a Department Manager, would not constitute a prohibited or inappropriate use.)
 - (vi) Sending messages that constitute criminal activity, including but not limited to threatening or harassing messages.
 - (vii) Sending or posting confidential materials outside of the City or posting City confidential materials inside the City to non-authorized personnel.
 - (viii) Infringing on third party copyrights or other intellectual property rights, license agreements or other contracts; for example, illegally installing or making available copyrighted software.
 - (ix) Utilizing City information resources in a manner that potentially reduces the internet bandwidth available for City business such as streaming media for non-work purposes.
 - (x) Installing unauthorized software such as games, internet based services or other personal software on City owned equipment.
 - (xi) Accessing online gambling websites in order to gamble.
- (f) Limited use of information technology is permitted subject to the following limitations:
- (i) Such use shall be at no cost to the City.

- (ii) Such use shall be reasonable, as determined by management, and shall not interfere with the performance of the employee's, or other employee's, official duties.
 - (iii) Such use does not compromise the security or integrity of city information technology resources, nor involve the installation of hardware or software not purchased by the City.
 - (iv) Such use may not involve the storage of personal photos, music, documents, or other type of data on a city-owned computer or storage device.
- (g) Personal use remains subject to the "prohibited and inappropriate use" policies set forth in Section XI B, above.
- (h) No Expectation of Privacy
- (i) The city reserves the right to access, monitor and audit the activity and use of city information technology resources, communications, data, files and documents of all elected or appointed officials and employees including content sent, received and/or stored through the use of such resources. Users shall have no expectation of privacy when using city information technology resources. Such records may be subject to disclosure under the Public Records Act or may be disclosed for audit or other legitimate city operational or managerial purposes.
 - (ii) Employees are hereby advised that almost any communication on publicly owned equipment is a public record subject to disclosure under Washington state law. Furthermore, any records created while conducting city business using personally owned information technology resources may also be subject to disclosure under Washington state law. All documents, files, communications and messages stored or created on City computers are the property of the City. Accordingly, such documents, files, communications and messages are not private or confidential. The City reserves the right to review the contents of any document or communication, created or stored on a City computer or phone system, including electronic mail and voicemail.

- (iii) Users should be aware that any information technology resource, whether networked or standalone, may be accessible to other users. The City does not guarantee the privacy or confidentiality of e-mail or voicemail communications, whether internal or external.
- (iv) Never assume that e-mail or voicemail can be read/heard by no one except yourself; others may be able to read or access these communications. Users should assume that any communication, whether deleted or unsaved, may be retrieved. This can include copies of documents that were produced on a City copy machine (digital imager) and saved in the memory of the copy machine. All users should compose communications with the expectation that they could be made public.
- (i) All electronic messages, Internet, and network activity must be appropriate to the City's professional environment and consistent with the City's policies prohibiting discrimination and harassment.

2. Social Media Policy.

- (a) Scope. This policy pertains to Social Media accounts established by, and for, the City of Tenino.
- (b) Social Media Defined. Social Media is defined as the use of third-party hosted online technologies that facilitate social interaction and dialog. Such third-party hosted services and tools may include, but are not limited to: social networking sites (MySpace, FaceBook, Linked-In), micro-blogging tools (Twitter, RSS feeds), audio-visual networking sites, (YouTube, Flickr), web logs (blogs), and so forth.
- (c) The goal of the City's social media channels is to serve as an online information source focused on City issues, projects, news, and events, and **are not intended as a Public Forum.**
- (d) The City does not endorse any link or advertisements on its social media sites placed on the site by the site owners, their vendors, or partners. The City reserves the right to remove any content from its social media sites at any time.

- (e) Policy.
- (i) No Social Media account may be opened in the name of the City without first having obtained the permission of the Mayor, in writing.
 - (ii) Social media accounts opened in the name of the City are to prominently identify themselves as the “City’s Official (Insert name of Platform) Site”.
 - (iii) While social media, with its use of popular abbreviations and shorthand, does not adhere to standards and conventions of correspondence, the content and tenor of any conversations, correspondence, or posting on any social media/networking site by any City Official must adhere to basic rules of grammar and diction and must be presented in a professional manner.
 - (iv) City social media accounts are to be used by City Officials for the purpose of promoting City events and only for the purpose of providing factual information concerning such events.
 - (v) Postings shall be made only during normal business hours. After-hours or weekend postings shall only be made with approval of the Mayor or the Information Management Officer.
 - (vi) Any City Official authorized to post items on the City website or any City social media account shall not express his or her own personal views or concerns through such postings. Posting to the City website or any City social media account shall only reflect the views of the City.
- (f) City social media accounts shall not be used for any of the following purposes:
- (i) To “take action”, as that term is defined in RCW 42.30.020.
 - (ii) To promote any policy making decision.
 - (iii) For official public noticing (legal notice requirements).

- (iv) To discuss items of political, legal, or fiscal significance to the City (as opposed to simply providing factual information.)
 - (v) To advertise or promote commercial services, entities or products.
 - (vi) To endorse or oppose any political candidate or ballot proposition.
- (g) Social Media and the Public Records Act (RCW 42.56, *et seq*)
- (i) State records retention laws and schedules apply to any social media post created by the City.
 - (ii) All City social media accounts must adhere to the information retention standards in accordance with the appropriate Retention Schedule published by the Office of the State Archivist. This includes any comments that are generated in response to the original social media entry.
 - (iii) Accordingly, all City social media accounts will prominently display a disclaimer that states: "All content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act, RCW 42.56"
- (h) All comments posted to the City's social media accounts will be monitored. The City reserves the right to remove, in its sole judgement, comments that are inappropriate. Inappropriate comments include those that:
- (i) Contain obscene language or sexual content.
 - (ii) Threaten or defame any person or organization.
 - (iii) Violate the legal ownership interest of another party.
 - (iv) Support of oppose political candidates or causes.
 - (v) Promote illegal activity.

- (vi) Promote commercial services or products.
 - (vii) Are not related to the topic that gave rise to the original post.
- (i) The City's official website at www.ci.tenino.wa.us (or any domain owned by the City) will remain the City's primary means of internet communication.
 - (j) All content on the City website and all City social media accounts shall be reviewed, approved, and administered by the City's Information Management Officer, or designee.
 - (k) The City reserves the right to terminate access to the City website or any City Social Media account at any time and without any notice.
 - (l) The City shall retain full permission or rights to any content posted by the City, including documents, pictures, videos, or any other electronic content of any type.

3. **Email Management and Retention**

- (a) Electronic mail, or email, is a permanent fixture of 21st century America. The City provides email services to increase both the effectiveness and efficiency of all City Officials.
- (b) This policy applies to all users of City-provided email services, regardless of position or status.
- (c) The City of Tenino provides email services for up to 35 subscribers via contract.
- (d) The City has an email addressing scheme that is based on authorized positions, not individual employees.
 - (i) Email addresses are formed by a combination of the position title, followed by the City's domain name. For example, the email address for the Mayor is: mayor@ci.tenino.wa.us
 - (ii) City Officials assigned to a position have access to the email account for that position for the duration of time they are assigned to the position. Upon transfer,

they will be able to access the account associated with their new position including all previous email history, but will be prohibited from accessing the account for their old position. Upon separation, for any reason, access to all City email accounts will be terminated. The City retains the right to control all emails sent or received by each, and every, City email account.

- (iii) Obviously, with this type of address scheme, there is no expectation of privacy and users should not expect, or assume, any privacy regarding the content of email communications. Users should be aware that it is still possible to examine the contents of individual emails that have been deleted.
 - (iv) The City reserves the right to monitor and inspect the contents of any City email account or individual inbox contained within any City email account.
- (e) City email accounts may not be used for the following purposes:
- (i) Transmitting any material or messages in violation of federal, state, county, or local statutes, codes, regulations, ordinances, or written policies.
 - (ii) Taking any “action” (as that term is defined by RCW 42.20.020.)
 - (iii) Transmitting anything that may be construed as harassment or disparagement of others. This includes, but is not limited to, sending threatening messages, slurs, obscenities, or sexually explicit images, cartoons, or messages.
 - (iv) Distributing sensitive or confidential information as defined by RCW 42.23.070 (Code of Ethics for Municipal Officer, Prohibited Acts.)
 - (v) Distributing unauthorized broadcast messages, soliciting or proselytizing others for commercial ventures, religious, or political causes; or other non-job related matters except as provided elsewhere in this policy.

- (vi) Distributing copyrighted materials when the City does not own the copyright.
 - (vii) Distributing any materials that are designed to infiltrate computer systems internally or externally (viruses), or intentionally disrupting network traffic or crashing the network and connected system.
 - (viii) Representing yourself as another user or forging electronic mail messages.
 - (ix) Accessing, or attempting to access, any system or account to which the user is not authorized access (hacking.)
- (f) Emails are Public Records.
- (i) RCW 42.56, the Public Records Act (the Act), defines a “public record” as “any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”
 - (ii) Every email generated using the City’s Information Technology infrastructure is, by that definition, a Public Record and therefore must be maintained in accordance with the most current applicable retention scheduled published by the Office of the State Archivist, which is generally seven (7) years.
 - (iii) Unless specifically exempted by another provision in the Act, they are subject to public disclosure and, as pointed out several times above, there is no expectation of privacy such that “A person’s right to privacy, right of privacy, privacy, or personal privacy, as those terms are used in the Act, is invaded or violated only if disclosure of information about the person:
 - (1) Would be highly offensive to a reasonable person, **and**
 - (2) Is not of legitimate concern to the public.

- (iv) Washington case law is replete with examples of very public figures being extremely embarrassed, not to mention financially, politically, and/or personally devastated, by the fact that very little of what is done as part of governing a City is deemed not “of legitimate concern to the public.” The Legislative Declaration that forms the basis for the Public Records Act is instructive:

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

IX. CONTACT WITH NEWS MEDIA

- A. The Mayor is responsible for all official contacts with the news media, including answering of questions from the media. The Mayor may designate specific employees to give out procedural, factual, or historical information on particular subjects.
- B. Employees who are contacted by the news media regarding the City or City business should remain respectful and courteous, but should attempt to refer the media to the Mayor. If such efforts are unsuccessful, the employee must tell the media they are not authorized to speak on behalf of the City and therefore, anything said does not represent the official position of the City. Any employee contacted by the media must report such contact to their supervisor and the supervisor must report the contact to their Department Head, who must then report the contact to the Mayor.

X. SEAT BELT/SAFETY POLICY

- A. Per Washington law, anyone operating or riding in City vehicles must wear seat belts at all times. Employees using their own personal vehicle while on official City business must also comply with this rule.
- B. All employees are expected to obey all traffic laws and regulations while operating a City vehicle. Any citations issued to the employee while engaging in City business must be paid by the employee as a personal expense. The employee driving in connection with City business is expected to drive safely for the conditions, and be courteous to other drivers. All employees using a personal vehicle for City related business

must provide proof of insurance that provides coverage for the business use of their vehicle. If such proof of insurance is not available, or has not been provided to the City, the employee should request use of any available public vehicle, or arrange for public transportation in connection with any business related travel.

XI. DRIVER'S LICENSE REQUIREMENTS

- A.** As part of the requirements for certain specific City positions, an employee may be required to hold a valid State Driver's License or a Commercial Driver's License.
- B.** Driving records may be checked. While the City may not make inquiry into criminal or driving records prior to selecting an applicant for a position, once selected, driving records will be checked when the position requires the operation of City vehicles and/or equipment.
- C.** If an employee's license is expired, revoked, suspended, lost, or is in any other way not currently valid and in the employee's possession, the employee shall promptly notify his/her supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a current, valid license is provided.
- D.** Depending on the duration of the driver's license suspension, revocation or other inability to drive, an employee who is required to drive as one of their job requirements may be subject to disciplinary action, including termination.

XII. SAFETY

- A.** Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her supervisor. The City will make every effort to remedy problems as quickly as possible.
- B.** In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their supervisor. The Department Head shall report the accident to the Risk Manager within 24 hours. The Risk Manager will process the notification to the City's Insurance carrier.
- C.** In any accident that results in serious property loss or bodily injury, it is the City's policy to test the employee for drugs or alcohol use, to confirm that the use of drugs or alcohol was not a factor in the accident. In addition, no City employee is permitted to engage in conduct after an accident occurs,

that will negatively impact the City's or law enforcement official's investigation of the accident.

- D. All insurance information relating to the accident will be provided promptly at the accident scene and City employees will fully co-operate with any investigating officer. If any employee does not have all the information necessary, they shall contact his/her Department Head. In all cases, you must also notify your Department Head of the accident, as soon as possible.
- E. Employee safety depends on the safety consciousness of everyone. In order to facilitate a safe work environment, employees may not bring dangerous weapons to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit. The only exception to this rule involves law enforcement positions for which the job requires possession of dangerous weapons. Violations of this policy may result in termination, or other forms of corrective action as appropriate.

XIII. SUBSTANCE ABUSE

- A. The City of Tenino is committed to providing a safe, healthy, and efficient working environment for all employees. To help with this goal, employees are prohibited from:
- B. Possessing, distributing, selling, manufacturing or being under the influence of any unlawful drugs;
- C. Consuming alcoholic beverages or any cannabis product while on City premises, in City vehicles, or while on City business or time. Reporting for duty or responding to emergency calls under the influence of alcohol, drugs or other controlled substances or bringing them onto City premises;
- D. Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.
- E. An employee who violates this policy is subject to corrective action up to and including termination of employment. In keeping with this policy, employees may be required to submit to drug and alcohol testing. Employees involved in accidents may be subject to a drug and/or alcohol screen, as referenced above. Refusal to submit to a drug and/or alcohol screen may be grounds for immediate termination.
- F. While the City does not condone the abuse of alcohol or cannabis, prescription drugs, and/or use of illegal drugs, the City of Tenino does recognize that addiction to drugs and/or alcohol can be treated. If an employee voluntarily seeks assistance for a drug and/or alcohol problem

in advance of any impact noted to the employees work performance, the City will assist the employee in seeking treatment through the City's Employee Assistance Program (EAP). If disciplinary action or performance correction has already begun, but the process has not been completed, the employee may forfeit his or her access to the City's EAP services.

- G. Employees using any prescription or over-the-counter drugs that might impair their work performance should notify their supervisor. At the option of the supervisor, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.
- H. Employees must notify the City within five days of any conviction for a drug violation.

XIV. EMPLOYEE COMPLAINT PROCEDURES

- A. The City recognizes that sometimes situations arise in which an employee feels that he/she has not been treated fairly or in accordance with City rules and procedures. For this reason, the City provides its employees with procedures for resolving complaints. An employee should first try to resolve any problem or complaint with his/her supervisor/department head.
- B. When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures the employee should attempt to resolve the problem with the City Clerk/Treasurer.
- C. When all other remedies fail employees may make an appointment with the Mayor to discuss their concerns.
- D. These complaint procedures do not modify the employee's at will status.

XV. IMPROPER GOVERNMENTAL ACTION

- A. In compliance with the Local Government Employee Whistle Blower Protection Act, RCW 42.41.050, the City encourages employees to disclose improper governmental action taken by City employees or elected officials without fear of retaliation. This policy also safeguards legitimate City interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.
- B. **Definitions.** As used in this policy, the following terms shall have the meanings indicated:

- (a) "Improper governmental action" means any action by a City of Tenino employee or elected official that is undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment; and that is in violation of any federal, state, or local law or rule, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.
- (b) "Improper governmental action" **does not include** routine personnel actions (appointments, hiring, promotions, re-assignments, reinstatements, performance evaluations, reductions in pay, dismissals, suspensions, disciplinary notices, violations of collective bargaining or civil service laws, alleged violations of labor agreements, reprimands or internal grievance procedures, for example) that may simply be unfavorable to a particular employee. In addition, employees are not free to disclose matters that are protected from disclosure by state law, such as communications protected by the attorney client privilege and/or the rules governing executive sessions.
- (c) "Retaliatory action" means any adverse change in the terms and conditions of a City of Tenino employee's employment that is substantially motivated by the employee's decision to prepare or participate in a whistle blower complaint.
- (d) "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

C. Procedures for reporting

1. Employees who become aware of improper governmental action should follow this procedure:
2. In writing, bring the matter to the attention of his/her supervisor, if not involved, stating in detail the basis for the employee's belief that an improper governmental action has occurred, and provide a copy to the City Clerk. This should be done as soon as the employee becomes aware of the improper action but no later than 30 days from the date of the action in question.
3. Where the employee believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the Mayor.

4. The Mayor, and/or their designee shall promptly investigate the report of improper governmental action. After the investigation is completed (within (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential. A copy of the Action Report will be submitted to the City Clerk/Treasurer for the file.
 5. An employee who fails to make a good-faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030. An employee is also charged with responsibility to ascertain the correctness of the information furnished and may be subject to disciplinary action, not limited to but including termination, for knowingly furnishing false information as determined by the appointing authority.
 6. In the case of an emergency where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the issue. Such agencies include the State Auditor and the County's Prosecuting Attorney.
 7. Employees may report information about improper governmental action directly to an outside agency, if the employee reasonably believes that an adequate investigation was not or will not be undertaken by the City to determine whether an improper governmental action occurred. If information is reported to the State Auditor, it must be reported within one year of the occurrence. However, emergency situations require prompt reporting of any occurrence that would harm persons or property.
- D. It is unlawful for a government agency to take retaliatory action because an employee, in good faith, complained about an incident of improper government action. Employees who believe they have been retaliated against for reporting an improper government action should follow the following procedure:
1. Employees must provide a written complaint to the supervisor and the City Clerk/Treasurer within thirty (30) days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. If the Mayor is involved, the written complaint should be delivered to the City Attorney. The written charge shall specify the alleged retaliatory action and the relief requested.

2. The Mayor, or designee, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge. The identity of the complaining party shall be kept confidential, to the extent possible under the law, unless the employee authorizes disclosure in writing.
 3. After receiving the City's response, if the employee determines the City's response did not adequately address the problem, the employee may request a hearing before a state administrative law judge, to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either 15 days of receipt of the City's response to the charge of retaliatory action or within 45 days of receipt by the Mayor of the charge of retaliatory action.
 4. Within five (5) working days of receipt of a request for hearing the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence. The administrative law judge will issue a final decision not later than 45 days after the date of the request for hearing, unless an extension is granted.
- E. The Mayor, or designee, is responsible for implementing these policies and procedures. This includes posting of the policy in an area open to employees, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Department heads and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

XVI. NIMS COMPLIANCE

- A. ICS/NIMS has been institutionalized through exercise, training and through the daily use of the Incident Command System. ICS/NIMS will be used during all large-scale training and real life events. ICS/NIMS will be used when pre-planning large events and when working with other jurisdictions. ICS/NIMS will be used in emergency events and incidents to more effectively manage emergency scenes, enhance safety and improve efficiency.
- B. All new hires will go through NIMS orientation to include appropriate levels of FEMA Training.

- C. All staff will remain current with necessary FEMA Education standards as related to NIMS.

CHAPTER 9

**CORRECTIVE
ACTION
&
TERMINATIONS**

I DISCIPLINE AND TERMINATION

- A. Civil Service employees should reference the Civil Service Rules and Regulations and refer to the Civil Service Commission for appeals on any disciplinary action taken by their supervisor.
- B. All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.
- C. Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
- D. The Mayor has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the case (with the exception of Civil Service employees). Employee disciplinary action is based on the City's assessment of the severity of the conduct requiring correction, the frequency and number of prior acts of misconduct or neglect and may be affected by the City's assessment of how such conduct affects the safety and well-being of other employees. Each situation will be assessed individually and the determination of what discipline is appropriate is at the sole discretion of the City.
- E. The City is an at-will employer, with the exception of civil service employees; all employees are employed at-will. Nothing contained in these disciplinary guidelines is intended to change the at-will nature of the employment relationship. The City is not required to provide progressive discipline where immediate termination of employment is determined by the City in its sole discretion to be in the best interest of the City.
- F. The City of Tenino's success depends on its employees. The following list contains examples of actions which are detrimental to the City's interests and may result in discipline for the employee. This list is not all-inclusive, but rather merely illustrative, and is provided for your guidance.
 - 1. Possession, use, sale or being under the influence of alcohol, cannabis, or controlled substances while on City business (including standby duty). Abuse of prescription or non-prescription drugs.
 - 2. Violation of duties or rules imposed by these personnel policies or other City rule, regulation or administrative order, including those policies which prohibit discrimination and harassment and violations of City's computer and telephone use policies.

3. Inability, inefficiency, carelessness, negligence or insubordination, including a refusal or failure to perform assigned work. Concealing defective work.
4. Habitual lateness for work. Absence without proper notification to immediate supervisor. Excessive absenteeism unrelated to an approved leave.
5. Conviction of a felony or a gross misdemeanor.
6. Unauthorized use of City position for personal gain or advantage. Accepting unlawful gratuities or bribes.
7. Unauthorized release of confidential information about the City, its customers, or its employees.
8. Theft or unauthorized removal or possession of property from the City, fellow employees, customers or anyone on City property. Misusing, destroying or damaging property of the City, a fellow employee, a customer, or a visitor.
9. Altering or falsifying any timekeeping record. Unauthorized recording or alteration of another employee's time record.
10. Misrepresenting information, situations or one's actions to a supervisor, City management or others in authority.
11. Misrepresentation or withholding of pertinent facts in securing employment. An individual who supplies false or misleading information to the City in the hiring process is subject to immediate termination, if hired, without regard to the length of time the employee has been employed by the City.
12. Intentional falsification of records/paperwork required in the transaction of City business.
13. Disorderly conduct, including fighting on the premises.
14. Bringing dangerous or unauthorized materials on City property or a job site, such as, but not limited to, explosives, firearms or other similar items.
15. Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in injury to others. Failure to wear required safety clothing and equipment.

16. Unauthorized operation or using machines, tools, or equipment to which the employee has not been specifically assigned. This includes the unauthorized use of another employee's computer password or email address.
17. Theft of mail, either paper or electronic, or unauthorized viewing of mail of the City or fellow employees.
18. Carelessness or negligence while performing work related duties.
19. Working unauthorized overtime.
20. Rudeness, discrimination, intimidation, coercion, use of obscene language or gestures or lack of courtesy to the customers, the public or fellow employees. Immoral conduct while on duty.
21. Making malicious, false or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the City, public officials and/or other employees, on or off premises.
22. Failure to promptly report to your immediate supervisor and the City Clerk/Treasurer an on-the-job injury or accident involving an employee, equipment, property, or visitor.
23. Failure to properly secure City facilities or property.

II POSSIBLE CORRECTIVE ACTIONS

- A.** In the event that corrective action is necessary, the following types of actions may be utilized:
 1. Oral Warning.
 2. Written Reprimand.
 3. Suspension
 4. Demotion.
 5. Termination.
- B.** The choice of corrective action in any circumstance is solely at the City's discretion. In many situations, it is not in the City's best interest to allow any serious safety issue or misconduct to recur and immediate termination may be appropriate. Any documentation of the above disciplinary actions

will be placed in the employee's personnel file once the information has been directly communicated by the supervisor to the employee. To the extent allowed by law, information placed in the employee's personnel file is not subject to removal unless the civil service rules or a collective bargaining agreement specifically include a provision to the contrary. Personnel records are intended to provide the City with a record of long-term and short-term performance issues and will normally not be subjected to modification by removal or destruction of performance related information.

- C. If the City terminates an employee for acts of dishonesty or criminal conduct, such as embezzlement, the City will actively pursue restitution and provide information to law enforcement authorities, when appropriate, in an effort to protect the public, or recover stolen property belonging to the City.

III LAYOFF

- A. The City of Tenino may lay off employees for lack of work, budgetary restrictions or other changes that have taken place.
- B. Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected.
- C. In determining who is to be laid off, consideration will be given to the individual performance and the qualifications required for the remaining jobs. Seniority may be considered when performance and qualifications are equal.
- D. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

IV RESIGNATION

An employee should provide two (2) weeks' notice of resignation. The employee's supervisor may waive this time limit.

V DEATH

Upon the death of an employee, all compensation due shall be paid to the surviving spouse or the estate of the employee.

APPENDIX A

FORMS

CITY OF TENINO APPLICATION FOR COMMISSION VACANCY

Requirements for Appointment:

- **Must reside within the Tenino School District**
- **Must be a registered voter.**

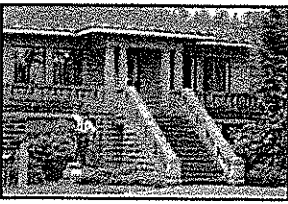
Requirements once Appointed:

- **Must complete Open Public Meetings Act training within 90 days of appointment**
- **Must complete Public Records Act training within 90 days of appointment**

Time Commitment:

- **One Commission Meeting per month**
- **Attend special Commission meetings and workshops as needed**

Other duties may arise



CITY OF TENINO

City Commission

Vacancy Application

(Please type or print clearly)

Name as registered:

Physical Address:

Mailing Address:

Home Phone:

Cell Phone:

Email Address:

How long at Residence:

Best time to contact:

Personal Information (optional):

List any prior experience as an elected official:

List any applicable work experience:

List any applicable experience working with budgets:

Please list three (3) references:

Name: _____

Address: _____

Contact Number: _____

Name: _____

Address: _____

Contact Number: _____

Name: _____

Address: _____

Contact Number: _____

Council members make recommendations and decisions that affect the entire community.

- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? Yes *(Please explain on back)* No

- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? Yes No *(Please explain on back)*

- 3.) Are there any days or evenings you are unavailable to meet?
 Yes *(Please explain on back)* No

Signature: _____ **Date:** _____

Please return completed form and any additional information to:
City of Tenino – Attn: City Clerk, 149 Hodgden St South, P.O. Box 4019, Tenino, WA 98589
For more information please call (360) 264-2368

CITY OF TENINO APPLICATION FOR COUNCIL VACANCY

Requirements for Appointment:

- **Must be a resident of Tenino for at least the past 12 months**
- **Must be a registered voter.**

Requirements once Appointed:

- **Must complete Open Public Meetings Act training within 90 days of appointment**
- **Must complete Public Records Act training within 90 days of appointment**

Time Commitment:

- **Two workshops per month beginning at 6:30 p.m.**
- **Two Council meetings per month beginning at 7:30 p.m.**
- **Council Committee meetings as assigned, dates and times vary**
- **Liaison with outside agencies, dates and times fixed by those agencies**
- **Attend special Council meetings and workshops as needed**

Other duties may arise



Tenino City Council Vacancy Application

(Please type or print clearly)

**Name as
registered:**

Home Phone: _____ **Cell Phone:** _____

Email Address: _____

How long at Residence: _____ **Best time to
contact:** _____

Personal Information (optional):

List any prior experience as an elected official:

List any applicable work experience:

List any applicable experience working with budgets:

Please list three (3) references:

Name:

Address:

Contact Number:

Name:

Address:

Contact Number:

Name:

Address:

Contact Number:

Council members make recommendations and decisions that affect the entire community.

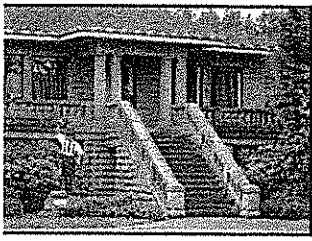
- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? Yes *(Please explain on back)* No

- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? Yes No *(Please explain on back)*

- 3.) Are there any days or evenings you are unavailable to meet? Yes *(Please explain on back)* No

Signature: _____ **Date:** _____

Please return completed form and any additional information to:
 City of Tenino – Attn: City Clerk, 149 Hodgden St South, P.O. Box 4019, Tenino, WA 98589
 For more information please call (360) 264-2368



CITY OF TENINO

APPLICATION FOR EMPLOYMENT

149 Hodgden Street South
 P O Box 4019
 Tenino, WA 98589
 (360) 264-2368

Position Applied For: _____ Department _____

Name: _____
Last *First* *Middle*

Address _____
Street / P O Box *City* *State* *Zip*

Home or Message Phone: _____ Business Phone: _____

Are you legally eligible for employment in the USA? Yes No (If yes, verification will be required)

Are you of the legal age to work? Yes No

RECORD OF EDUCATION

Circle highest grade completed: 8 9 10 11 12 GED 13 14 15 16 17 18 18+

Type of School	School and Location	Course of Study	Degree
High School or GED			
Business or Technical			
Undergraduate Studies			
Graduate Studies			
Other Courses and Training			

List any special licenses or certificates you hold which are necessary, useful or required in this position. Give kind of license, issuing state and expiration date.

Were you in the US Armed Forces? Yes No If yes, what branch? _____

What was your occupational specialty? _____

REFERENCES

Below, give names of three persons you are not related to, whom you have known at least one year.

Name	Relationship	Years Acquainted	Daytime Telephone

LIST BELOW PRESENT AND PAST EMPLOYMENT, BEGINNING WITH YOUR MOST RECENT

Be sure to include any non-paid experience which is related to the job for which you are applying. If additional space is required, attach a separate sheet.

Title of Position	From Mo Yr	To Mo Yr	Hrs/ Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					
Title of Position	From Mo Yr	To Mo Yr	Hrs. Per Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					
Title of Position	From Mo Yr	To Mo Yr	Hrs. Per Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					
Title of Position	From Mo Yr	To Mo Yr	Hrs. Per Week	Reason for Leaving	Name of Supervisor
Name and Address of Company and Type of Business		Describe the work you did:			
Phone #:					

In compliance with federal and state laws and equal employment opportunity guidelines, applicants are considered for employment only upon the basis of qualifications and demonstrated abilities. I understand that all appointments are probationary for a period of twelve (12) months and that, if selected, employment is contingent upon the results of a complete background investigation. I understand that misrepresentation in any of my answers or statements is cause for non-selection, or, if employed, is cause for termination. I understand unless I am applying for a Civil Service position, or there is a written contract to the contrary, I am and will always be employed in an "at will" status. I agree to these conditions, and I hereby certify that all the statements made by me on this application are true and complete to the best of my knowledge. *The City of Tenino maintains a smoke-free/drug-free work environment*

Signature: _____ Date: _____

Consumer Report Disclosure

Upon selection to fill a vacant position, the City will obtain one or more consumer reports or investigative consumer reports (or both) about you for employment purposes. These purposes may include hiring, contract, assignment, promotion, re-assignment, and termination. The reports will include information about your character, general reputation, personal characteristics, finances, and mode of living.

We may obtain these reports through any valid consumer reporting agency, or by another government agency. You will be notified of which agency will conduct the report and their contact information prior to the City authorizing such agency to conduct an investigation.

To prepare the reports, the agency may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources, to the extent permitted by law.

You may obtain a copy of any report that the City is provided with either by email, the US Postal Service, or by phone. If you do, the City will provide you help to understand the information contained in the report and an explanation of any codes.

If such agency obtains any information by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the investigation performed.

Please sign below to acknowledge your receipt of this disclosure.

Signature

Date

Printed Name

FCRA Authorization to Obtain a Consumer Report (Background/Credit Check)

Pursuant to the federal Fair Credit Reporting Act, the undersigned, by my signature, below, hereby authorize the City of Tenino, and its designated agents and representatives, to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for employment, promotion, reassignment or retention as an employee. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: verification of Social Security number; current and previous residences; employment history, including all personnel files; education; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citations and registration; and any other public records.

I authorize the complete release of any records or data pertaining to me that an individual, company, firm, corporation or public agency may have.

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge of me to furnish the City of Tenino, or its designated agents, with any and all information in their possession regarding me in connection with an application of employment. I am authorizing that a photocopy of this authorization be accepted with the same authority as the original.

I understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.

Signature

Date

**CITY OF TENINO
EMERGENCY CONTACT & HEALTH INFORMATION**

EMPLOYEE NAME: _____

PHYSICAL ADDRESS: _____

DATE OF BIRTH: _____ HOME PHONE: _____

INSURANCE COMPANY: _____

POLICY #/I.D. #: _____

OTHER INSURANCE: _____

FAMILY PHYSICIAN: _____

PHONE: _____

IN CASE OF EMERGENCY CONTACT:

1. NAME: _____ PHONE: _____

2. NAME: _____ PHONE: _____

3. NAME: _____ PHONE: _____

YOU MAY LIST ANY MEDICATION YOU ARE TAKING ON AN ON-GOING BASIS: (eg., blood pressure, insulin, allergy)

YOU MAY PROVIDE ANY ADDITIONAL INFORMATION WHICH WOULD BE HELPFUL TO ATTENDING PARAMEDICS/PHYSICIANS SHOULD AN EMERGENCY ARISE WHILE YOU ARE ON THE JOB: (eg., allergies to medications, foods etc.)

Confidentiality Agreement

As a court employee, I understand that I may have access to confidential information and records in files and databases such as court case files, the Judicial Information System, and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that court case files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as an employee of the court.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the Court. I understand that:
 - a. I may divulge confidential information to judicial officers and authorized court employees as necessary to perform my job duties.
 - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
 - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - d. After I leave the employment of the court, I may not divulge confidential information obtained during the course of my employment.
1. I agree to consult my supervisor on any questions I may have concerning whether particular information may be considered confidential. "Confidential information" includes attorney-client privileged information, information contained in personnel or medical files and personally identifying information such as Social Security numbers.
2. I understand that a breach of confidentiality may be grounds for disciplinary or legal action, and may include termination of employment.
3. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature

Date

Printed Name

(See reverse for Authorization)

Confidentiality Agreement

Authorization Of Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of Judge

Date

Printed Name

Confidentiality Agreement

As a city employee, I understand that I may have access to confidential information and records in files and databases of the City, and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that city files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as an employee.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the city. I understand that:
 - a. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - b. After I leave the employment of the city, I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor on any questions I may have concerning whether particular information may be considered confidential. "Confidential information" includes attorney-client privileged information, information contained in personnel or medical files and personally identifying information such as Social Security numbers.
5. I understand that a breach of confidentiality may be grounds for disciplinary or legal action and may include termination of employment.
6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature

Date

Printed Name

Authorization For Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of City Clerk/Treasurer

Date

Printed Name

A-5 Employee

Confidentiality Agreement

As a city volunteer, I understand that I may have access to confidential information and records in files and databases and databases of other organizations. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that city files and automated databases contain confidential, as well as public, information.
2. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as a volunteer.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the city. I understand that:
 - a. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - b. After I leave the employment of the city, I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor on any questions I may have concerning whether particular information may be considered confidential. "Confidential information" includes attorney-client privileged information, information contained in personnel or medical files and personally identifying information such as Social Security numbers.
5. I understand that a breach of confidentiality may be grounds for disciplinary or legal action and may include termination of volunteer duties.
6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature

Date

Printed Name

Authorization Of Access To Confidential Information

_____ is authorized access to confidential information and records.

Signature of City Clerk/Treasurer

Date

Printed Name

A-5 Volunteer

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

By accepting employment with the City of Tenino, I, _____, the undersigned, acknowledge the following:
(printed First Name, MI, Last Name)

1. Because the City of Tenino accepts grant funding from Federal agencies, the City is required by federal regulations to implement the Drug Free Workplace Act of 1988, 45 CFR Part 76, and Subpart P.
2. I understand that the City of Tenino prohibits the unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace and disciplinary action up to, and including, termination will be taken against employees for violations of this prohibition;
3. As a condition of employment, the undersign agrees to:
 - a. Abide by the terms of the City's Drug-Free Workplace policies; and
 - b. If I am ever convicted of a criminal drug statute, I will notify the City of such conviction no later than five days after such conviction;
4. I understand that within 30 days of a conviction for a violation of any criminal drug statute, the City will take one of the following actions:
 - a. An appropriate (in the City's sole discretion) personnel action against me, up to and including termination; or
 - b. Requiring me to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, Law Enforcement, or other appropriate agency;
5. I further acknowledge, by my signature, below, that I have received a copy of this notice on the date indicated.

Signature

Date

**RECEIPT & ACKNOWLEDGMENT
(Non-Public Safety Employee)**

I, _____, by my signature, below, acknowledge that I have received and read the
(First Name, MI, Last Name)

City Official Handbook adopted by the City of Tenino City Council on March 12, 2019. I specifically acknowledge the following:

1. I understand that my employment relationship with the City of Tenino is at-will. _____
(Initials)
2. I understand the complaint procedure in the event I believe I, or a co-worker, have been harassed or discriminated against. _____
(Initials)
3. I understand I have a right to review my Personnel File and to request removal of irrelevant or erroneous information and to file a written rebuttal statement should such request be denied. _____
(Initials)
4. I understand that I must display my City of Tenino Official Identification Card at all times while performing official duties within the City limits. _____
(Initials)
5. I understand the City's policies regarding overtime and compensatory time. _____
(Initials)
6. I understand the City's policies regarding leave and holidays. _____
(Initials)
7. I understand the City's call back, on call, and standby policies. _____
(Initials)
8. I understand that punctual and consistent attendance is an essential function of the job for all City employees and that punctual and consistent attendance is a condition of employment. _____
(Initials)
9. I understand the City's policies regarding travel and the use of City Credit Cards. _____
(Initials)
10. I understand the City's Acceptable Use, Social Media, and E-Mail Management Policies and that I have no expectation of privacy with regard to use of City Information Technology resources. _____
(Initials)
11. I understand the City's Employee Complaint Procedures. _____
(Initials)
12. I understand that the City may not engage in Improper Governmental Action, and that, if I believe the City has taken an improper governmental action, I have the right to present the facts, as I know them to be, to the Mayor without fear of retaliation. _____
(Initials)
13. I understand that this Handbook replaces all prior Handbooks and that the City of Tenino may modify this Handbook from time to time. _____
(Initials)

(Employee Signature)

(Date)

**RECEIPT & ACKNOWLEDGMENT
(Public Safety Employee)**

I, _____, by my signature, below, acknowledge that I have received and read the City
(First Name, MI, Last Name)

Official Handbook adopted by the City of Tenino City Council on March 12, 2019. I specifically acknowledge the following:

1. I understand that during my probationary period, my employment relationship with the City of Tenino is at-will. "At-will" means my employment may be terminated at any time, without cause or notice, by either me or the City. _____
(Initials)
2. I understand that upon completion of my probationary period, Washington State Civil Service rules apply and that my employment relationship may only be terminated in accordance with applicable Civil Service guidelines. _____
(Initials)
3. I understand the complaint procedure in the event I believe I, or a co-worker, have been harassed or discriminated against. _____
(Initials)
4. I understand I have a right to review my Personnel File and to request removal of irrelevant or erroneous information and to file a written rebuttal statement should such request be denied. _____
(Initials)
5. I understand the City's policies regarding overtime and compensatory time. _____
(Initials)
6. I understand the City's policies regarding leave and holidays. _____
(Initials)
7. I understand the City's call back, on call, and standby policies. _____
(Initials)
8. I understand that punctual and consistent attendance is an essential function of the job for all City employees and that punctual and consistent attendance is a condition of employment. _____
(Initials)
9. I understand the City's policies regarding travel and the use of City Credit Cards. _____
(Initials)
10. I understand the City's Acceptable Use, Social Media, and E-Mail Management Policies and that I have no expectation of privacy with regard to use of City Information Technology resources. _____
(Initials)
11. I understand the City's Employee Complaint Procedures. _____
(Initials)
12. I acknowledge that this Handbook replaces all prior Handbooks and that the City may modify this Handbook from time to time. _____
(Initials)

(Employee Signature)

(Date)

CITY OF TENINO PAYROLL ACTION AUTHORIZATION

Employee Name: _____ Date: _____

Position Title: _____ Department: _____

ACTION DESCRIPTION		
Effective Date: _____		
<input type="checkbox"/> Hire	<input type="checkbox"/> Promotion	<input type="checkbox"/> Permanent
<input type="checkbox"/> Trial Period	<input type="checkbox"/> Resignation	<input type="checkbox"/> Part-Time
<input type="checkbox"/> Cost of Living ___%	<input type="checkbox"/> R.I.F.	<input type="checkbox"/> Temporary
<input type="checkbox"/> Lateral Step	<input type="checkbox"/> Other Transfer to Full-Time	
COMPENSATION DESCRIPTION		
<input type="checkbox"/> Exempt Employee	From: _____	To: _____ /mo.
<input type="checkbox"/> Non-Exempt Employee	From: _____ /yr.	To: _____ /yr.
<input type="checkbox"/> Civil Service Employee	Hourly	
	From: _____ /hr.	To: _____ /hr.
AUTHORIZATION DESCRIPTION		
Reason for Action: _____		

FUND DISTRIBUTION		
Fund Name	BARS Code	% of Time
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

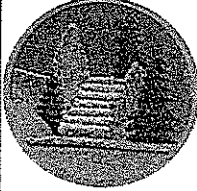
Employee Signature

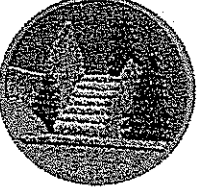
Supervisor Signature

Clerk/Treasurer Signature

Mayor Signature

Leave Request/Report

	<h3 style="margin: 0;">CITY OF TENINO</h3> <p style="margin: 0;">Request/Report for Leave Time</p>	
Employee: _____		
Leave Code*	Dates Requested	Hours
<p>*Use the following code letters for requested leave: [A] Annual Leave [S] Sick Leave [P] Floating Holiday [C] Comp Time [B] Bereavement [F] Family Leave [J] Jury Duty [U] Unpaid Leave [O] Other**</p>		
** Please Explain _____)		
Employee Signature: _____		Date: _____
Approved By: _____		Date: _____
Original - Payroll Copy-Supervisor Copy-Employee		

	<h3 style="margin: 0;">CITY OF TENINO</h3> <p style="margin: 0;">Request/Report for Leave Time</p>	
Employee: _____		
Leave Code*	Dates Requested	Hours
<p>*Use the following code letters for requested leave: [A] Annual Leave [S] Sick Leave [P] Floating Holiday [C] Comp Time [B] Bereavement [F] Family Leave [J] Jury Duty [U] Unpaid Leave [O] Other**</p>		
** Please Explain _____)		
Employee Signature: _____		Date: _____
Approved By: _____		Date: _____
Original - Payroll Copy-Supervisor Copy-Employee		

APPENDIX B

**PERSONNEL
FILES**

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APPENDIX C

POSITION DESCRIPTIONS

**City of Tenino Job Description
Administrative Department
Management/Admin Exempt**

CLERK/TREASURER

This Position Description is the position description referred to in Section 2.08.010 of the Tenino Municipal Code and is in accordance with the requirements for a position description as described in the City of Tenino Personnel Policy Manual.

NATURE OF WORK: Under administrative direction of the Mayor, the Clerk/Treasurer is the City's Chief Financial Officer and is responsible for overall management of the City's finance, official records, computer systems, human resources, court administration, risk management, utilities, and other functions; directs and performs day-to-day operations; supervises the department staff; and participates in City Council and other designated activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following duties are not inclusive of all duties, and the incumbent performs other related duties, as required.

1. Responsible for the preparation of the annual budget for the City, including revenue projections and organization of programs and goals with the Mayor and Department Heads.
2. Coordinates finance and accounting activities including utility billing, bookkeeping, accounting analysis, financial reporting, internal and external audits, banking, and investments.
3. Directs day-to-day department activities, is responsible for the overall leadership and supervision of department staff, and performs department staff evaluations.
4. Coordinates and performs statutory and other duties of the clerk's office including preparing City Council meeting notices and agendas, attending meetings and other designated sessions, preparing minutes and meeting records, updating municipal codes, and serving as the City's Records Manager.
5. Coordinates and performs such services as court clerk, information technology manager, human resources manager, risk manager, ADA Compliance Officer, Customer Service Representative, and serves as the City's Equal Employment Opportunity Representative.
6. Meets and confers with auditors, officials, utility customers, vendors, community organizations, the general public, and other persons to provide information or referral on questions pertaining to City ordinances, policies, finance and administrative procedures, or other laws and regulations.

7. Prepares and presents reports to the Mayor and City Council; takes appropriate action on matters requiring attention; and participates in City Council policy making and review activities.
8. Responsible for Grants Management.
9. Interact with and assist legal staff under contract with the City.
10. Works with the public in disseminating information on Municipal Codes and building permits.
11. Assists Planning Commission and Civil Service Commission in accomplishing their tasks.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Laws, statutes, ordinances, rules, and procedures applicable to cities.
2. Electronic research techniques.
3. Generally Accepted Accounting Principles (GAAP).
4. Budget Accounting and Reporting System (BARS).
5. Municipal accounting program software (BIAS, for example).

Skills:

1. Excellent interpersonal skills including effective communication both verbally and in writing; including ability to interact courteously and tactfully with customers and employees.
2. Read, interpret, apply, and explain codes, rules, regulations, policies, and procedures.
3. Analyze, revise, and develop internal policies and procedures.
4. Proficient use of accounting software, spreadsheets, and word processing software, as well as common office equipment.

Ability to:

1. Plan, organize, and direct operations of the Administrative Offices of the City.
2. Maintain confidentiality of sensitive materials and information.
3. Supervise, evaluate, and direct work of employees.
4. Conduct research on behalf of Mayor, Councilmembers, and Citizens.
5. Read, interpret, apply, and explain codes, rules, regulations

MINIMUM QUALIFICATIONS:

Education: A Bachelor's Degree in accounting, public administration, or a closely-related field. CMC Certification preferred, but not required.

Experience: Three to five years of finance, administrative, and professional experience in a comparable municipality, or equivalent, with strong experience in fund accounting, personnel administration, computer systems, and other

administrative matters. At the discretion of the selecting official, four years of related experience as described herein may be substituted for the education requirement.

Licensing: Possession of a valid Washington State Driver's License at the time of appointment, or the ability to obtain one within 30 days, and a driving record acceptable to the City's Risk Manager.

Other requirements. Must be bondable and successfully pass a background investigation. Attendance at evening meetings is required. Occasional travel is required.

PHYSICAL LIMITATIONS: Work is generally performed indoors in an office environment. Lifting records and reports may be required, usually not in excess of 50 pounds.

**City of Tenino Job Description
Public Works
Management/Exempt**

DIRECTOR OF PUBLIC WORKS

This Position Description is the position description referred to in the Tenino Municipal Code and is in accordance with the requirements for a position description as described in the City of Tenino Personnel Policy Manual.

NATURE OF WORK: Under the direction of the Mayor, plans, directs, manages, and oversees the activities, projects, and operations of the Public Works Department, including street maintenance and construction, central maintenance; coordinates assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Mayor's office.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following duties are not inclusive of all duties, and the incumbent performs other related duties, as required.

1. Assume full management responsibility for all Public Works Department services and activities including street maintenance and construction, central maintenance and solid waste services: recommend and administer policies and procedures.
2. Direct the development and implementation of Public Works Department goals, objectives, policies and priorities for each assigned service area.
3. Establish, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate, through subordinate level supervisory and managerial personnel, the Public Works Department work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
5. Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
6. Select, train, motivate and evaluate Public Works Department Personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of the Public Works Department budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Explain, justify and defend Public Works Department Programs, Policies, and activities; negotiate and resolve sensitive and controversial issues.

9. Represent the Public Works Department to other city departments, elected officials and outside agencies; coordinate Public Works Department activities with those of other departments, outside agencies and organizations.
10. Development and evaluation of programs and policies for implementation of departmental and City needs and goals.
11. Assess and monitor the City's infrastructure to provide adequate levels of public service both for existing systems/networks and extensions / developments.
12. Represent the Public Works Department to the general public, coordinate/ facilitate Public Works activities with public service needs.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Operational characteristics, services, and activities of a comprehensive public works program.
2. Construction techniques involving streets and roads, drainage systems, flood control, and sanitary sewers.
3. Principles and procedures of facility maintenance.
4. Principles and practices of program management, development, and administration.
5. Principles and practices of municipal budget preparation and administration.
6. Principles of supervision, training, and performance evaluations.

Skills:

1. Management skills to analyze programs, policies, and operations needs.
2. Coordinate, design, construct, inspect, and maintenance activities for a variety of projects.
3. Develop and administer goals, objectives, and procedures.
4. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
5. Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
6. Establish and maintain effective working relationships with those contacted in the course of work.
7. Select, supervise, train, and evaluate staff.
8. Lead and direct the operations, services, and activities of the Public Works Department.
9. Determine the feasibility of various municipal projects.

Ability to:

1. Delegate authority and responsibility.
2. Plan, organize, direct, and coordinate the work of lower level staff.
3. Operate heavy equipment (backhoe, excavator, grader, slope mower, vector truck, dump truck.)

4. Prepare clear and concise administrative and financial reports.
5. Prepare and administer complex budgets.
6. Interpret and apply Federal, State, and Local policies, procedures, laws, and regulations.
7. Follow all safety rules and regulations of the department to which assigned.

MINIMUM QUALIFICATIONS:

Education: Must possess a High School Diploma.

Experience: Five years of increasing experience in public works management, construction, or a closely related field and four years of administrative and supervisory responsibility. At the discretion of the selecting official, four years of experience may be substituted for the education requirement.

Licensing/Certification: Must possess a valid Washington CDL Class B, with tanker endorsement. Basic Surveying; Confined Space Training; Sewer Pump Repair Training. At the time of hire, must be qualified as a Water Distribution Manager 1; within one year of hire, must become qualified as a Water Distribution Manager 2 and be certified as a Cross-connection Specialist.

Other requirements. Within the first six (6) months of employment, must be able to be physically present at an on-site emergency within the City within 30 minutes of notification. Failure to do so shall result in termination.

PHYSICAL LIMITATIONS: Work is performed in a combination of indoor and outdoor environments, including in inclement weather. Essential and marginal functions require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; operating motorized vehicles; and lifting 50 pounds.

City of Tenino Job Description
Public Works
Category of Employment: Non-Exempt

MAINTENANCE HELPER

NATURE OF WORK: Maintenance helpers assist maintenance workers in installing, maintaining and repairing equipment and machinery, repairing vehicles, and performing landscaping and general janitorial tasks. Their duties include: handing tools, supplies and materials to other workers; preparing the work area; and cleaning the work area or equipment. Some of the tools maintenance helpers learn to use include hammers, hoists, pneumatic hammers, backhoe, tractor, mower, slope mower, chainsaws, weed eaters.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to, the following:

1. Assist in carrying out ongoing preventative maintenance programs.
2. Schedule regular maintenance activities.
3. Review work order priorities on a daily basis and ensure that they are serviced each day.
4. Perform routine maintenance tasks.
5. Ensure that the facility is in safe condition by employing investigative techniques.
6. Inspect vacated areas for signs of tampering or disrepair and ensure that all repairs are carried out immediately.
7. Ensure that facility grounds and parking lots are clean and free of debris and garbage.
8. Inspect buildings and grounds.
9. Make sure the lawns are free of weeds and the grass is cut properly.
10. Provide input in painting, pressure washing.
11. Report any acts of vandalism to the Director of Public Works.

12. Maintain periodic log of general and preventative maintenance activities performed.

13. Ensure that floors are scrubbed and polished periodically.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Basic automotive systems.
2. Common hand and power tools.
3. Common building construction principles and techniques.
4. Industry standard color codes for water, sewer, power, and underground communications cables, pipes, and hoses.

Ability to:

1. Use tools ranging from common hand and power tools, such as hammers, hoists, saws, drills, and wrenches, to precision measuring instruments and electrical and electronic testing devices.
2. Perform routine preventive maintenance, to ensure building systems operate efficiently, or so that the physical condition of buildings to not deteriorate.
3. Inspect, operate, or test machinery or equipment to diagnose machine malfunctions.
4. Perform repairs on either sewer collection or water distribution systems.
5. Diagnose and determine how to correct mechanical problems using blueprints, repair manuals, or parts catalogs, as necessary.
6. Clean and lubricate shafts, bearings, gears, or other parts of machinery.
7. Adjust functional parts of devices or control instruments using hand tools, levels, plumb bobs, or straightedges.
8. Perform certain janitorial duties as directed.
9. Repair or replace defective equipment parts using hand and/or power tools.

10. Record type and hours of maintenance or repair work.

MINIMUM QUALIFICATIONS:

Education: A High School Diploma, GED, or equivalent are required.

Licensing:

Driver's License. Maintenance Helpers are required to possess a valid driver's license, issued by a state within the United States, on the date of hire.

PHYSICAL LIMITATIONS: All Maintenance Helpers perform their duties in a wide variety of environments, the majority of which are outdoors. Some tasks may be performed in tight, or cramped spaces. Many of the duties require the lifting of up to 50 pounds as an individual, and the lifting of objects up to 150 pounds as members of a two-person team.

City of Tenino Job Description
Public Works
Category of Employment: Non-Exempt

LEVEL 1 MAINTENANCE WORKER

NATURE OF WORK: All Maintenance Workers perform their duties under the supervision of the Director of Public Works. Maintenance workers operate light and heavy equipment, perform physical labor in completing maintenance, repair, and construction work on public facilities and in support of public works projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to, the following:

1. Performs general janitorial duties within City facilities.
2. Performs general maintenance on City facilities and equipment.
3. Performs general landscaping functions on City facilities.
4. Prepares records and reports.
5. Interacts with citizens and other City employees.
6. Performs all work duties and activities in accordance with all applicable laws, regulations, City policies, procedures, and safety practices.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Basic automotive systems.
2. Common hand and power tools.
3. Common building construction principles and techniques.
4. Industry standard color codes for water, sewer, power, and underground communications cables, pipes, and hoses.

Ability to:

1. Use tools ranging from common hand and power tools, such as hammers, hoists, saws, drills, and wrenches, to precision measuring instruments and electrical and electronic testing devices.

2. Perform routine preventive maintenance, to ensure building systems operate efficiently, or so that the physical condition of buildings to not deteriorate.
3. Inspect, operate, or test machinery or equipment to diagnose machine malfunctions.
4. Perform repairs on either sewer collection or water distribution systems.
5. Diagnose and determine how to correct mechanical problems using blueprints, repair manuals, or parts catalogs, as necessary.
6. Clean and lubricate shafts, bearings, gears, or other parts of machinery.
7. Adjust functional parts of devices or control instruments using hand tools, levels, plumb bobs, or straightedges.
8. Perform certain janitorial duties as directed.
9. Repair or replace defective equipment parts using hand and/or power tools.
10. Record type and hours of maintenance or repair work.

MINIMUM QUALIFICATIONS:

Education: A High School Diploma, GED, or equivalent are required.

Experience: Knowledge of light and heavy equipment operations, and knowledge of public works operations is desired, but not required.

Licensing:

Driver's License. Maintenance Workers at all levels are required to possess a valid driver's license, issued by a state within the United States, on the date of hire.

Commercial Driver's License (CDL). Maintenance Workers at Level 1 are not required to possess or obtain a CDL. However, all Maintenance Workers are encouraged to pursue their CDL as it is a requirement for Level 2 and beyond.

Cross Connection Specialist. (CCS). Maintenance Workers at Level 1 are not required to be, or become, certified as a CCS. However, all

Maintenance Workers are encouraged to pursue certification as it is a requirement for Level 2 and beyond.

Back Flow Specialist (BFS). Maintenance Workers at Level 1 are not required to be, or become, certified as a BFS. However, all Level 1 and 2 Maintenance Workers are encouraged to pursue certification as it is a requirement for Level 3.

Water Management Specialist 1 (WMS1). Maintenance Workers at Level 1 are not required to be, or become, certified as WMS1. However, all Level 1 Maintenance Workers are encouraged to pursue WMS1 certification as it is a requirement for advancement to Level 2. WMS2 certification is required to advance to Level 3.

PHYSICAL LIMITATIONS: All Maintenance Workers perform their duties in a wide variety of environments, the majority of which are outdoors. Some tasks may be performed in tight, or cramped spaces. Many of the duties require the lifting of up to 50 pounds as an individual, and the lifting of objects up to 150 pounds as members of a two-person team.

**City of Tenino Job Description
Police Department
Management/Admin (FLSA Exempt)**

Police Chief

NATURE OF WORK: The Chief of Police works with considerable independence under the direction of the Mayor and has full responsibility for planning, organizing, and directing all of Tenino's Police Department (TPD) activities. The Chief supervises professional and technical personnel, attends all City Council Meetings, and serves as a resource to the Mayor, Council, and Public Safety Committee.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following list of duties are not all-inclusive; but the incumbent will perform these duties and may perform other duties in addition to these duties, as assigned by the Mayor.

1. Plans, directs and administers the activities of the Tenino Police Department, to include the protection of life and property, regulation of traffic laws, the apprehension and detention of law violators, animal control, parking control, communications and other related activities.
2. Manages and directs operational and service demands of the Department and prepares plans to meet these objectives.
3. Directs and administers the preparation of The Department's annual operating budget and long-range capital improvement for the Department.
4. Coordinates city law enforcement activities with other governmental and law enforcement agencies.
5. Supervises and performs special studies related to the preparation of comprehensive law enforcement reports as needed.
6. Directs the assignments and training of law enforcement personnel.
7. Confers with citizens, city council, city officials, and other law enforcement agencies concerning criminal activity and trends, and makes appropriate recommendations to city.
8. Is responsible for the overall implementation and maintenance of RMS.
9. Assists other agencies in emergency disasters and preparedness planning.

10. Attends conferences, training, and meetings with other law enforcement agencies to maintain current trends and preparedness in law enforcement.
11. Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Principles, problems, methods, and techniques of municipal police administration.
2. Technical and operational practices and methods of law enforcement and crime prevention.
3. Police requirements and the powers and duties of police authority controlled by law and legislation.
4. Laws governing custody of persons, search and seizure, rules of evidence and other related areas for federal, state and local laws.
5. Public administration, including organization and administrative analysis, personnel, budget preparation, and supervisory practices.
6. City and departmental rules, regulations and policies.

Skills to:

1. Lead the officers within the Department, including the interpersonal skills necessary to promote the Department's mission, vision, and values.
2. Communicate effectively within the department, with fellow Department Heads, the Mayor, the Council, and other agencies and organizations.

Ability to:

1. Analyze police problems and make appropriate recommendations regarding policies and procedures for the resolutions of issues.
2. Direct and command the work activities of a small-sized police force, including crime prevention, patrol, civil records, animal control, parking enforcement, and other related programs.

3. Establish and maintain an effective working relationship with fellow employees and the general public.
4. Prepare written reports on department activity.
5. Read, write, and speak the English language at the level necessary for efficient job performance.
6. To make public presentations before the City Council, civic groups, and other community organizations.

MINIMUM QUALIFICATIONS:

Education: Possess a High School Diploma or GED. A four-year degree in criminal justice, pre-law, business, public administration, or other closely related field is desirable. Graduation from the FBI academy is desirable.

Experience: Three years of experience as a Police Chief, Assistant Police Chief, Commander, Captain, or Lieutenant; ten years or more total experience in law enforcement, preferably in a municipality. Five years of administrative experience in municipal, state, or federal law enforcement agency at the rank of Lieutenant or above is preferred. At the discretion of the selecting official, four years of experience as described herein may be substituted for the education requirement.

Licensing/Certification: Possession of a valid Washington State driver's license at the time of appointment, or the ability to obtain one within thirty days, and a driving record acceptable to the City's Risk Manager. Must possess valid certification as a Peace Officer issued by the Washington State Criminal Justice Training Commission, or another jurisdiction meeting the requirements of WAC 139-05-210. Graduation from the Washington State Command College is required within one year of obtaining the position. Executive-level certification by the Washington State Criminal Justice Training Commission is required within two years of obtaining the position.

PHYSICAL LIMITATIONS: In addition to administrative duties, the Police Chief will work in inclement weather conditions while performing law enforcement duties including, making arrests, searches, and all other physical activities associated with the enforcement of laws.

This Position Description is the position description referred to in Section 2.12.020 of the Tenino Municipal Code and is in accordance with the requirements for a position description as described in the City of Tenino Personnel Policy Manual.

RESOLUTION 2019-02

A RESOLUTION OF THE CITY OF TENINO, WASHINGTON AMENDING THE 2019 CONSOLIDATED FEE SCHEDULE

WHEREAS, Ordinance 870, establishing the City of Tenino Consolidated Fee Schedule was duly adopted the City Council on January 24, 2017; and

WHEREAS, Resolution 2018-11, adopted on December 11, 2018, established the Consolidated Fee Schedule for the Fiscal Year ending December 31, 2019; and

WHEREAS, Ordinance 900 requires the Chief of Police to establish the amount to be charged for tuition at the Tenino-Toledo Reserve Academy; and

WHEREAS, The Chief of Police has established the amount of \$750.00 per student as and for the cost of tuition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that the City of Tenino 2019 Consolidated Fee Schedule is amended as shown below:

Section 1. Use of all City facilities or permits shall be granted only through the application process established for the type of use being requested. All applications shall be submitted to the City Clerk's Office for processing.

Section 2. Application forms shall be available at City Hall, or online on the City's Web Page, which can be accessed at: www.CityOfTenino.us. Downloaded applications forms must still be submitted to the City Clerk's Office for processing. The Clerk shall accept the forms in person, via the U.S. Mail, or via e-mail.

Section 3. The **amended** 2019 General Schedule of Fees and Charges is set forth below:

	FEEs	DEPOSIT
ANIMAL LICENSES		
New License	\$ 15.00	
New License – senior citizen	\$ 12.00	
Renewal – Spayed or Neutered	\$ 8.00	
Renewal – Non-altered	\$12.00	
Renewal – Senior Citizen	\$ 5.00	
Replacement Tag	\$ 5.00	
Documented Rescued Animal	1 st License free	

BALLFIELD FEES		
Tournaments (Deposit non-refundable if Canceled less than 72 hours prior to event)	\$ 25.00 per field, per day	\$ 50.00 per field
Tournament Maintenance	\$ 15.00 per game	
League Practices (Adults Only – Maximum 2 Practices per week, 10 weeks)	\$ 50.00 per league	
Other than Leagues (All Day)	\$ 60.00 per day	\$ 50.00
Other than Leagues (Half Day)	\$ 30.00 per ½ day	\$ 50.00
Youth Sports	\$ 5.00 per player, per season	
Field Maintenance/Capital Improvement	\$250.00 per league per season	
BUSINESS LICENSES		
New Business	\$ 55.00	
Renewal	\$ 45.00	
Late Renewal Penalty	\$ 75.00	
CONCESSION STAND RENTAL		
All Day	\$100.00	\$100.00
Half Day (4 Hours)	\$50.00	\$100.00
Youth Seasonal Activities	\$50.00/month	
Commercial Vehicle (Food Vendor – Business License Required)	\$50.00/month	
Concession at Pool (Business License Required_		
Non-profit	10% of gross sales \$25/day cap	
For Profit	10% of gross sales \$50/day cap	
COUNCIL CHAMBERS RENTAL		
2 Hour Minimum (No alcoholic beverages)	\$ 25.00 per hour	\$ 50.00
MISCELLANEOUS		
Photocopies	\$ 0.15 each	
Copy onto CD or disc (includes cost of CD or disc)	\$ 5.00	
Notary Service (1 st signature)	\$ 10.00	
Each additional signature	\$ 1.50	
Credit Card Convenience Fee	2% of transaction amount	
NSF Check Fee	\$ 40.00	
Copy of Police Reports	\$ 7.50 per report	
PARKING		
Designated Parking Stalls		
Hourly (First 15 minutes free)	\$ 2.00	
Permit (Daily)	\$ 12.00	
Permit (Weekly)	\$ 48.00	
Permit (Monthly)	\$ 150.00	

Permit (Yearly)	\$1600.00	
PARK FEES		
Premium Numbered Sites	\$ 15.00/night	
1 unit per site (1-8 people)		
Unit = tent/RV/camping structure		
Open Camp Sites	\$ 10.00/unit/night	
Camping Fees (Single entity / unit / night)	\$ 8.00	
Groups		
Areas 1, 2, 4, 5		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Area 3 (Concession Stand Not Included)		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Area 6 (Concession Stand Not Included)		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Designated Rentable Spaces & Shelters		
Shelters 2 & 3, Quarry House Back Porch		
All Day (8:00 a.m. to dusk)	\$ 60.00	\$ 75.00
½ Day (8 a.m. – 2 p.m. or 2:30 p.m. to dusk)	\$ 35.00	\$ 75.00
PARADES & SPECIAL EVENTS		
Permit Fee	\$100.00	\$500.00
Plus cost for any necessary police, public works, or other City personnel or services required.	Per FY Salary Schedule	
QUARRY HOUSE RENTAL		
All Day (8:00 a.m. – 2:00 p.m. the next day)	\$130.00	\$ 100.00
½ Day (8:00 am – 4:00 pm or 5:00 pm – 1:00 pm the next day)	\$100.00	\$ 100.00
Meetings (2-hour minimum)	\$ 25.00/hour	\$ 75.00
Non-Profit Organizations	\$ 30.00 utility fee	
Senior Lunch Program	\$115.00/month	
QUARRY POOL FEES		
	Inside TSD	Outside TSD
Per Person / Per Day	\$ 3.00	\$ 5.00
Per Season / Per Family (2 adults and 3 children)	\$125.00	\$200.00
Early Bird (purchased prior to June 1 st)	\$100.00	\$175.00
Day Pass Punch Card (pay for nine, get one free)	\$ 27.00	\$ 45.00
Corporate Sponsor Day Use Fee	\$1000.00	\$1000.00
Non-Profit Sponsor Day Use Fee	\$800.00	\$800.00
SCOTCH BROOM PULLER RENTAL		
	\$ 15.00/day	\$ 75.00

STREET USE PERMITS		
Surface Improvements	\$120.00	
Underground Improvements in Roadway	\$180.00	
Underground Improvements Outside Roadway	\$ 75.00	
Miscellaneous	\$ 50.00	
Street Cleaning Deposit		\$200.00
Street Closure Deposit		\$200.00
Bond Required	125% of improvements	
TENINO-TOLEDO RESERVE ACADEMY		
Tuition	\$750.00	
UTILITIES		
Establishment of Service		
New Account Application Fee	\$ 40.00	
Service		
Connection/Disconnection		
Turn water service on or off	\$ 40.00	
Tapping Fee	\$2,500.00 plus cost of materials	
Water Service per month (up to 500 cf)		
¾" meter (up to 500 cf)	\$ 12.65	
1" meter (up to 500 cf)	\$ 17.63	
1-1/2" meter (up to 500 cf)	\$ 29.58	
2" meter (up to 500 cf)	\$ 44.84	
3" meter (up to 500 cf)	\$ 93.04	
4" meter (up to 500 cf)	\$138.38	
Senior Citizen (in city only, up to 300 cf)	\$ 7.59	
Outside City Limits (up to 300 cf)	\$ 18.95	
Quarry Pool Rate	\$ 9.11	
Vacancy Rate	\$ 3.16	
Overage		
Within city per additional 100 cf	\$ 3.22	
Outside city per additional 100 cf	\$ 4.56	
Senior (in city only) per add 100 cf	\$ 0.81	
Hydrant		
Permit Fee	\$ 75.00	\$250.00
Use and rent of meter	\$ 35.00	
First 300 cubic feet	\$ 18.22	
Each additional 100 cubic feet	\$ 3.10	
Municipal Rate		
Base Rate (first 500 cubic feet)	\$ 8.93	
Each additional 100 cubic feet	\$ 0.77	
Sewer Service		
Per ERU	\$125.66	
Per ERU w/Grinder Credit	\$122.38	
Per ERU w/Grinder Charge	\$128.95	
Vacancy Rate	\$ 71.03	

Connection/Disconnection		
Facility Charge	\$7,000.00 plus cost of materials	
Remove or Install Grinder Pump	\$300.00	
Late Fee	\$ 25.00	
Interest	2% of outstanding balance	
Lien Recordation	\$ 36.00	
Lien Removal	\$ 36.00	

COMMUNITY DEVELOPMENT – PLANNING & BUILDING

Application, Permit, or Request Type*†	Fee	Initial Engineering Deposit[§]
Physical Development Permits		
Building Permit	\$40 + Building Fee**	\$0
Design Standards Review	\$264	\$0
Sign Permit	\$33	\$0
Site Development Permit	\$198	\$450
Shoreline Substantial Development Permit	\$660	\$450
Use Permits		
Administrative Use Permit	\$396	\$450
<i>Home Occupation</i>	\$198	\$300
Conditional Use Permit – including shoreline conditional use permits	\$1,320	\$450
Public Facilities Use Permit	\$1,320	\$450
Development Option/Subdivision Permits		
Binding Site Plan – Preliminary	\$1,980	\$1,800
Binding Site Plan – Final	\$990	\$1,500
Boundary Line Adjustment	\$396	\$450
<i>Lot Combination/Segregation</i>	\$132	\$0
Density Transfer Program	\$1,320	\$900
Short Plat – Preliminary	\$1,320	\$900
Short Plat – Final	\$330	\$1,500
Subdivision – Preliminary	\$1,980	\$1,800
Subdivision – Final	\$990	\$1,500
Environmental Review‡		
Critical Area Report Review	\$528	\$450
SEPA Threshold Determination	\$528	\$450
Waiver - Critical Area Report or Shoreline Substantial Development Permit	\$198	\$450
Environmental Impact Statement Review	Staff/ Consultant Costs	Staff/ Consultant Costs
Mitigation Plan Review	\$528	\$450
Amendments to the LDRs/Comprehensive Plan		
Rezone	\$1,980	\$0
Text Amendment		
<i>Initial Application Fee</i>	\$0	\$0
<i>Accepted on City Council Docket</i>	\$1,980	\$1,800
Master Planned Development	\$1,980	\$1,800

COMMUNITY DEVELOPMENT – PLANNING & BUILDING

Application, Permit, or Request Type*†	Fee	Initial Engineering Deposit§
Comprehensive Plan Amendment		
<i>Initial Application Fee</i>	\$0	\$0
<i>Accepted on City Council Docket</i>	\$1,980	\$1,800
Relief from the LDRs		
Administrative Variance	\$660	\$450
Appeal of Administrative or Planning Commission Decision§§	\$660	\$0
Extension Request	\$198	\$0
Reasonable Use Determination	\$1,320	\$450
Variance – including shoreline variances	\$1,320	\$450
Interpretations of the LDRs		
Administrative Interpretation	\$660	\$450
Zoning Decision	Hourly Rate	\$0
Other Requests		
Annexation	\$1,320	\$900
Notification Posting	\$33	\$0
Pre-Application Conference	\$264	\$450
Right-of-Way Vacation	\$990	\$1,500
City Council Reconsideration	\$264	\$0

*A review deposit may apply in addition to the application fee.

†**County Reviews.** Applications may also be required to be reviewed by Thurston County. Please check with the individual County department for possible review/application fees.

§**Engineering Deposit.** For applications requiring an initial engineering deposit, projects may be evaluated on a case-by-case basis to determine if the deposit is necessary. All Engineering review fees are required to be paid, including fees in excess of the initial deposit. Any of the deposit remaining after completion of the review will be returned to the applicant.

****Building Permits.** Building fees are based on current Thurston County Building Fee Guide and fee tables. See <http://www.co.thurston.wa.us/permitting/fees/fees-building-explain.html> for more information.

†**Wetland/Stream Reviews.** Applications requiring a review of wetlands and/or streams may require an additional \$990 review deposit.

§§**Appeals.** The application fee for appealing an Administrative or Planning Commission decision shall be refunded if appellant prevails.

PASSED at a regular meeting of the Tenino City Council this 9th day of April 2019.

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

John C. Millard, City Clerk-Treasurer

Richard L. Hughes, City Attorney

ORDINANCE 900

**AN ORDINANCE OF THE CITY OF TENINO
AMENDING THE BUDGET
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019**

WHEREAS, on December 11, 2018, the City Council adopted Ordinance No. 894 fixing the Budget for fiscal year 2019; and

WHEREAS, the City Council approved the formation of the Tenino-Toledo Reserve Academy for the training of Reserve Police Officers; and

WHEREAS, there was no provision to fund such Academy during the 2019 budget development process; and

WHEREAS, the Academy is open for attendance by any State of Washington Municipality on a fee basis; and

WHEREAS, the State of Washington Office of Financial Management requires the separate accounting of funds for any activity for which a fee is charged to external users for goods or services; and

WHEREAS, a budget amendment is required to create such an accounting mechanism.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. The Clerk/Treasurer is hereby directed to take the following actions not later than March 31, 2019:

- A. Establish a new enterprise type fund that shall be numbered 450 and entitled "Reserve Academy Operating Fund."
- B. The Reserve Academy Operating Fund shall be initiated with a zero balance for both revenues and expenditures. In all other aspects, however, the Reserve Academy Operating Fund shall be managed in accordance with the Budget Accounting and Reporting System (BARS) as promulgated by the Washington State Auditors Office.
- C. All expenses incurred by the City of Tenino in the planning, organizing, staffing, directing, and controlling of the Tenino-Toledo Reserve Officer Academy shall be recorded as expenditures from the General Fund (001) and revenues to the Reserve Academy Operating Fund on a one-to-one basis using interfund transfer procedures until the Academy shall have completed three training cycles or until December 31, 2020, whichever occurs first.

D. The Chief of Police shall, by any reasonable means available to him, fix the cost of tuition for attendance at the Tenino-Toledo Reserve Academy. Tuition costs shall be reflected in the City's Consolidated Fee Schedule.

E. Any monies received from any source in any way intended to support the Tenino-Toledo Reserve Academy shall be recorded as revenues to the Reserve Academy Operating Fund. Provided, however, that "in kind" contributions from any source shall not be recorded as revenues.

F. Any monies remaining in the Reserve Academy Operating Fund at the close of any fiscal year shall remain in the fund and be counted as the Beginning Fund Balance in the immediately succeeding fiscal year. The Chief of Police may program any such monies in the budget development process for expenditure in any succeeding year. Provided, however, that any surplus of more than \$5,000.00 dollars, shall be transferred to the City's Contingency Fund (109) via interfund transfer procedures as part of a normal end-of-year close out.

F. As with any enterprise type fund, the intent of the City of Tenino in establishing the Reserve Academy Operating Fund is to provide the Tenino-Toledo Reserve Academy the ability to sustain itself on the basis of the fees charged (tuition). Accordingly, whenever the City of Tenino shall sponsor a candidate from the City of Tenino, the amount of such tuition shall be charged as a training expense of the Tenino Police Department.

Section 2. After three training cycles, or after December 31, 2020, whichever occurs first, the Clerk/Treasurer shall analyze the revenues received and expenditures incurred in operating the Tenino-Toledo Reserve Academy and will report such analysis to both the Mayor and the Chief of Police.

Section 3. Upon receipt of the report prepared under Section 2, above, the Chief of Police shall be responsible for developing the Tenino-Toledo Reserve Academy budget for as long as the Academy shall remain in operation.

ADOPTED by the City Council of the City of Tenino, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 9th day of April, 2019.

Wayne Fournier, Mayor

Attest:

Approved as to form:

John C. Millard, Clerk/Treasurer
5-Ordinance900-Budgetamendment-190409

Richard L. Hughes, City Attorney



City of Tenino

Honorable Mayor and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

Month: March 2019

During the month of March, the treatment plant continues to perform optimally, all testing parameters are well below permit levels.

System Maintenance

- Regular upkeep.

Process Changes

- There were no process changes for the month of March.

Call Outs-Emergencies

- There were no call outs or emergencies for the month of March.

Communications

- Purchased a new VFD for MBR Blower #3; waiting for electrician to install.

Miscellaneous

Flows

- Influent total flow = 2.830 MG
- Average daily flow = 0.091 MG
- Max daily flow = 0.102 MG
- Total gallons wasted = 78,740 gallons

City of Tenino

City Council Planning Retreat

Final Report / Meeting Summary

March 16, 2019

Tumwater Fire Department Training Room
311 Israel Road SW, Tumwater, Washington

Doug Mah, Doug Mah & Associates, LLC
April 2019

City of Tenino

City Council Planning Retreat

Saturday, March 16, 2019

Tumwater Fire Department Training Room
311 Israel Road SW, Tumwater, Washington

Attendees:

- Wayne Fournier, Jason Lawton, Rachel Davidson, Linda Gotovac, John O’Callahan, and Dave Waterson
- John Millard, Richard Hughes, Karen Parkhurst, Aslan Meade, Perry Shea, Michael Cade, and Dan Penrose
- Doug Mah (facilitator)

Introductions & opening comments

The meeting began at 9:40 am. Mayor Wayne Fournier welcomed council members and staff and introduced Doug Mah as the meeting facilitator. As part of introductions, Doug asked that participants answer the following questions:

- Introductions - Name, Role with City
- Ice Breaker: Name your favorite movie or TV show – What do you love?
- Ice Breaker: Name your pet peeve – what drives you crazy?

Doug reviewed the agenda and goals for the meeting. He also asked that participants work within the usual meeting rules:

- Be present
- Listen and learn
- Be respectful
- Be an active participant
- Share “air time”
- Let the facilitator facilitate

Key follow up items include:

- The participants agreed to the general ground rules for the day’s discussion.

Organizational Stability Test

Doug distribute the Organizational Stability Worksheet (Attachment 1) and asked that the participants complete the worksheet as an individual. He then asked the participants to count off by threes to form workgroups. As a team, each workgroup was asked to first, review their individual Organizational Stability scores and then, determine a group score for each item. The groups then reported their scores for each question. The small group scores are presented below:

1. *Does your city have enough money to operate? (circle the number that best fits your city)*
Scores: Group 1 = 7; Group 2 = 7; Group 3 = 9; **Average score = 7.7**
2. *How stable is your governing body? (circle the number that best fits your city)*
Scores: Group 1 = 8; Group 2 = 9; Group 3 = 10; **Average score = 9**
3. *How good are your meetings? (circle the number that best fits your city)*
Scores: Group 1 = 8; Group 2 = 9; Group 3 = 9; **Average score = 8.7**
4. *How good is your workforce? (apply a rating from between 10 and 1)*
Scores: Group 1 = 8; Group 2 = 9; Group 3 = 9; **Average score = 8.7**
5. *What does the public think about your city? (apply a rating from between 1 and 10)*
Scores: Group 1 = 7; Group 2 = 8; Group 3 = 8; **Average score = 7.7**
6. *How well does your city handle a crisis? (apply a rating from between 1 and 10)*
Scores: Group 1 = 8; Group 2 = 9; Group 3 = 10; **Average score = 9**
7. *How active are you with economic development? (apply a rating from between 1 and 10)*
Scores: Group 1 = 9; Group 2 = 10; Group 3 = 10; **Average score = 9.7**
8. *How well do you plan and set goals for city projects? (apply a rating between 1 and 10)*
Scores: Group 1 = 8; Group 2 = 9; Group 3 = 9; **Average score = 8.7**
9. *How stable has your upper management been? (apply a rating from between 1 and 10)*
Scores: Group 1 = 9; Group 2 = 9; Group 3 = 9; **Average score = 9**
10. *How well do you communicate with each other? (apply a rating from between 1 and 10)*
Scores: Group 1 = 8; Group 2 = 9; Group 3 = 9; **Average score = 8.7**

Doug reported that source for the questions was the Oklahoma Municipal Assurance Group's (OMAG) Recognition Program. He said that OMAG believes the best run cities and towns have fewer claims and the claims they incur cost less money to resolve.

Doug noted that for most of the questions, the group scores were very similar. The greatest diversity in group scores occurred for questions 2 and 6. Although there was no score below 7, which is very positive, the participants also discussed the lower scores for question 1 and 5.

It was discussed that highly functioning governing bodies tend to "self-govern" and pay attention to their policies and procedures. It was noted that there are several good resources available to the City and City Council to help with this effort. It was also noted that the time to develop and refine policies is when there are no current problems or challenges. It was also discussed that the community and city should continue to focus on preparing for a major crisis or natural disaster. It was noted that key focus areas include: communication, the process for response, and creating "comfort" and trust during times of crisis.

The participants discussed question 1 regarding finances and noted that most cities have service demands that exceed revenue. It was suggested that a better assessment of the city's borrowing capacity and credit worthiness would be informative. The participants also discussed question 5 regarding public perception and it was suggested that there was always room for improving how the team talks about Tenino and that the Council would benefit by the creation of talking points about the City, the Agricultural Park, creating a stronger local brand and dialog, perhaps through greater use of social media.

Key follow up items include:

- The City Council and staff will start to document policies and procedures to help ensure continuity of governance and to assist with elected and appointed succession and succession planning.
- John will assess and work to determine the City's bond and credit ratings.
- The City Council, Mayor, and staff will start to refine existing talking points and develop new talking points for use locally.

Review and validate 2018 vision

Doug distribute the 2018 Vision statement (Attachment 2) that was developed at the last retreat. He asked the participants to review the statement and asked if the statement was still valid and dis it still work? Overall, the group found that the 2018 vision was still valid and relevant. The Group discussed the statement and identified the following items for future discussion and refinement:

Key follow up items include:

- Explore amending the “Affordable housing and choices” item in the “How Will We Act” section to consider low income and housing insecure residents and to assess what is intended by the term “affordable”.
- Consider amending the “We Value Tenino’s” section to include “history and identity”.
- Consider amending the “We value Tenino’s” section to include “community engagement” and “education”.
- Consider amending the Vision statement to include references to the “local economy”, “tourism”, and the “creative district”.

Communication

Doug introduced the topic of the communication and communication expectations. He asked the participants to return to their small group and distributed a worksheet (Attachment 3) asked that each group discuss and answer the questions listed as a team. Below are the shared responses from the teams:

Question: What is your definition or example of timely information?

- Provided when relevant to the role of the person.
- Verify before posting (Sometimes you have to have patience)
- Situational
- More time to analyze information given to them by admin (is better)
- Information that arrives early enough to take action before it is overtaken by events

Question: What is your definition or example of accurate information?

- Complete, truthful, and objective information that would allow a decision that would not lead to an erroneous decision.
- Information that clearly represents the situation.
- Verifiable, reliable, defensible, and objective.

Question: What is your definition or example of reliable information?

- Verifiable.
- Multiple sources
- Keep opinion out or make it as such
- Back it up.
- Informed
- Information that can be trusted.
- More about the source than the information itself.

Participants reviewed key points from the exercise and indicated that having definitions for timely, accurate, and reliable information was informative and instructive. The participants indicated that the communication between the Wayne and John and the City Council has been positive. The group stated that it was their preference to communicate directly with John. Wayne reiterated that communication from Council to John is always shared with Wayne and vice versa, so that the two positions are interchangeable for communication purposes. It was noted that this helps facilitate a more effective and efficient city administration. The participants discussed the importance of making sure email communication is used appropriately and that it not be a digital meeting for a quorum of members.

Key follow up items include:

- The City Council will explore holding a refresher / training presentation on the State's Open Public Meeting and Public Disclosure Acts.
- Rick reminded participants that legal counsel is always available for consultation.

Update on the Proposed Agricultural and Innovation Park

Perry Shea (SCJ Alliance), Michael Cade (EDC), and Dan Penrose provided an update on the status of the Southwest Agricultural Business and Innovation Park (Attachment 4). They were pleased to report that the site had been selected and that planning efforts are underway. They indicated that funding was secured to bring water and sewer to the site. They also explained that funding for construction of the first building was being sought from the State Legislature. The participants discussed the need to think in terms of alignment with other local and regional efforts; sustaining ongoing relationships; and being patient with funding. The following was confirmed at the meeting:

- City will execute construction of water and sewer to the project
- City will manage the \$600,000 water and sewer project
- City will be responsible for bidding the construction of building 1
- The current zoning meets the vision for the Park
- More discussion is needed to decide how to best manage the park including roles, responsibilities, and liabilities.

Key follow up items include:

- The EDC will develop management options for consideration by the City Council and other stakeholders by June 2019.
- The City and EDC should consider reaching out to Miles Sand and Gravel to determine joint access to the site/property and the existing water/reclaimed water agreement.
- Milestones and benchmarks need to be developed by the EDC and City for the execution of the agreements and contracts for construction of the first building at the park.
- The City and EDC will consider approaches for engaging tribal entities in the region concerning construction at the park.
- Meetings should occur between the City and Miles Sand and Gravel concerning future annexations and other land use plans.
- The City should consider the process and plan to initiate the process for zoning changes and the annexation of Miles Sand and Gravel properties.
- The City should consider working with in a proactive fashion with interested public entities and conservation groups concerning the future of the Alpaca farm.
- The Participants discussed how best to coordinate communication. The group agreed to the following: John and Way will be the point of contact for the City. Aslan will be the point of contact for the EDC. Dan will be the point of contact for SCJ. Thus, questions and input from the City Council would be routed through Wayne and John to Aslan, who will dialog with Perry and Michael.

Planning and development and budget items

The group discussed and highlighted the 2020 budget develop process and activities. John reported that the departments will begin the budget develop process in June. The City Council will hear the proposed budget in September. He indicated that the budget material will include budget and financial assumptions such as, but not limited to FTEs; employee benefits; projects; capital expenditures and estimated revenue. The AWC budget conference and training session will occur in December. The group noted that an assessment of current funding sources and revenue estimates are needed as soon as possible.

Key follow up items include:

- John will review and provide an assessment of underutilized and new revenue options.

Other items

The participants shared other items for information and possible follow up.

Key follow up items include:

- Consider how to integrate workforce housing in the planning and development process and assess zoning; incentives; and infrastructure.
- Consider how to best highlight Tenino's agricultural heritage
- Continue to assess and monitor increased opportunities and requests for regional participation and partnerships.
- Consider developing a process and criteria for the city to officially recognize and award businesses and individuals for community accomplishments.
- Recognize that the local non-profit, Habitat for Humanities, is looking for greater involvement, and perhaps housing inventory, in Tenino. This may require the City to reassess "in-fill" building and development ordinances and codes.
- Recognize that Tenino may be host to a regional Bicycle Path /Poker Run type fundraiser.
- Recognize that there is growing interest to have Tenino's history of agriculture included as part of the outreach and branding efforts by the EDC, Northwest Agricultural Center, and WSU extension.
- Recognize that a response from the Fire District to the City's letter is expected by April 9th.

Wrap up and closing

Doug and Wayne thanked the group for their active participation in the retreat. Doug indicated that he would write up the output from the retreat and provide the document to Wayne and John for acceptance.

The meeting adjourned at 3:20.

Organizational Stability Test

1. Does your city have enough money to operate? (circle the number that best fits your city)

1	2	3	4	5	6	7	8	9	10
1. We are lucky to make payroll and regularly are concerned about it.			5. We don't have a written policy but maintain more than 10% of the general fund as a reserve.			10. Yes, we have a written policy that requires at least 20% of the general fund as a reserve and fully fund the reserve.			

2. How stable is your governing body? (circle the number that best fits your city)

1	2	3	4	5	6	7	8	9	10
1. I wish we could get a completely new group, as I don't think any of them are qualified to make decisions for the City.			5. The majority is good, but the bad ones are very bad.			10. We have great, well informed and engaged elected officials; when we have had elections in recent years, most candidates have been well qualified.			

3. How good are your meetings? (circle the number that best fits your city)

1	2	3	4	5	6	7	8	9	10
1. Our meetings are miserable; arguing, staff at odds with the elected officials, out of control public – I wish I never had to attend another one.			5. Boring, not much accomplished, but nothing bad happens.			10. Professional, business like and a joy to attend – I hate to miss one because we all enjoy the work we do for the City.			

4. How good is your workforce? (apply a rating from between 10 and 1)

1	2	3	4	5	6	7	8	9	10
1. Most of our employees do not like their job, we have lots of turnover, get many claims (workers comp, discrimination, etc.), and we have a difficult time attracting good employees.			5. Our employees mean well, may not work as hard as the private sector, don't get paid enough, but get by.			10. Our employees work very hard, care about the city, enjoy their work, and are proud they work for the city.			

5. What does the public think about your city? (apply a rating from between 1 and 10)

1	2	3	4	5	6	7	8	9	10
1. There seems to be little or no public confidence in the decisions made by the city; we continually have disgruntled citizens appearing at meetings and criticizing how we do business.			5. The public doesn't seem to care what we do and does not pay much attention to what we are doing.			10. We have very little public input at meetings as the public seems to trust our elected officials to make good decisions; we seldom have a disgruntled citizen appear at a meeting, and when we do, the discussion is civil and respectful. The City has a good reputation and is seen as a leader in the region.			

Organizational Stability Test

6. How well does your city handle a crisis? (apply a rating from between 1 and 10)

1	2	3	4	5	6	7	8	9	10
1. We live in crisis, are always dealing with everyone trying to blame everyone else and can't manage or plan for anything.			5. We stumble through.			10. We come together as a team, we work very hard, we are not afraid to ask for help and we have other entities offer to help us; after the crisis is over, we evaluate how well we handled the event and strive to do better next time. We never engage in the blame game.			

7. How active are you with economic development? (apply a rating from between 1 and 10)

1	2	3	4	5	6	7	8	9	10
1. We have not pursued an economic development project in years, have not had any growth, and are simply trying to hold on to what we've got – it is difficult to have hope for the future.			5. If something comes along, we try to help.			10. We are continually working on economic development projects, are very optimistic that better times are ahead, that we can complete a good project, and are always trying to get economic growth.			

8. How well do you plan and set goals for city projects? (apply a rating from between 1 and 10)

1	2	3	4	5	6	7	8	9	10
1. We're lucky to get our jobs done day to day; we have no plan for next week, much less next year; everyone just does their own thing.			5. Every once in a while, we get around to talking about a project we want to accomplish; we even follow through on some of them.			10. The elected officials, administration and all staff work well to create well defined goals of the city that we all work to accomplish.			

9. How stable has your upper management been? (apply a rating from between 1 and 10)

1	2	3	4	5	6	7	8	9	10
1. The administrative leadership of the city is constantly changing, whether it needs to or not; administrators have not been treated well in the past, are underpaid, and really don't want to work in my city.			5. Our leadership changes regularly and we readjust and take a new direction to how we approach city business; sometimes it improves and sometimes it doesn't.			10. Management has been stable for a long time; we have found a way to work together, to set goals, to communicate well, and it has ensured continuity in management. If we do have turnover, we attract good candidates.			

10. How well do you communicate with each other? (apply a rating from between 1 and 10)

1	2	3	4	5	6	7	8	9	10
1. We have no idea what is going on with the city; the elected officials and administration only meet when required; staff many times has no idea about what is going on with major projects.			5. We get random information, hit and miss, with no continuity.			10. Everyone, from elected officials to the lowest staff, is well informed about the major activities of the city; we all are able to speak our mind, and there are no secrets amongst the elected officials and staff, as all feel free to express their opinion without fear of retribution.			

Source: Oklahoma Municipal Assurance Group - Recognition Program

Organizational Stability Test (group discussion)

1. Does your city have enough money to operate? (circle the number that best fits your city)
1 2 3 4 5 6 7 8 9 10

2. How stable is your governing body? (circle the number that best fits your city)
1 2 3 4 5 6 7 8 9 10

3. How good are your meetings? (circle the number that best fits your city)
1 2 3 4 5 6 7 8 9 10

4. How good is your workforce? (apply a rating from between 10 and 1)
1 2 3 4 5 6 7 8 9 10

5. What does the public think about your city? (apply a rating from between 1 and 10)
1 2 3 4 5 6 7 8 9 10

6. How well does your city handle a crisis? (apply a rating from between 1 and 10)
1 2 3 4 5 6 7 8 9 10

7. How active are you with economic development? (apply a rating from between 1 and 10)
1 2 3 4 5 6 7 8 9 10

8. How well do you plan and set goals for city projects? (apply a rating from between 1 and 10)
1 2 3 4 5 6 7 8 9 10

9. How stable has your upper management been? (apply a rating from between 1 and 10)
1 2 3 4 5 6 7 8 9 10

10. How well do you communicate with each other? (apply a rating from between 1 and 10)
1 2 3 4 5 6 7 8 9 10

Source: Oklahoma Municipal Assurance Group - Recognition Program

Source: Oklahoma Municipal Assurance Group (OMAG) - Recognition Program

OMAG believes the best run cities and towns have fewer claims and the claims they incur cost less money to resolve. The OMAG Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment.

How to improve your scores:

1. FINANCIAL STABILITY

- a) Create a written policy that establishes financial goals for the city, approved by council resolution that gives clear direction to staff
- b) Determine an appropriate reserve policy with realistic goals
- c) Clear, simple monthly reports to elected officials

2. GOVERNING BODY STABILITY

- a) Annual training, including training to staff and the elected officials about meeting protocol.
- b) Create an elected official handbook
- c) Regular meetings with staff to ensure that all are working on the projects that are important
- d) Code of ethics for the elected officials
- e) Best Practices resolution for oversight
- f) Professionalism will attract professionals
- g) Does your Mayor know the role the Mayor should have in your form of government?
- h) Develop a transition training program for newly elected officials that is consistent and complete.

3. MEETINGS

- a) Respect for fellow elected officials
- b) Business meetings
- c) Clear meeting rules
- d) A good balance of public input limited to agenda topics

4. EMPLOYEES

- a) How do you instill pride in their work?
- b) Improve uniforms/appearance with employee input
- c) Good salary and benefits
- d) A sense of being a part of a team that works toward a common goal
- e) Do you show appreciation to your employees?

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5. PUBLIC IMAGE

- a) Good meetings
- b) What do your city properties look like
- c) What does your city equipment look like
- d) Do you distribute public information (newsletter; email list) that gets the good news of the city out to the public
- e) Do you show appreciation to your vendors?
- f) Do you pay on time?
- g) Customer Service training
- h) Create a list of what your city does well and get the message out!

6. CRISIS MANAGEMENT

- a) Understand everyone's role
- b) Understand operations before an event
- c) Have elected officials toured emergency management facilities and understand who is in charge during various emergencies?

7. ECONOMIC DEVELOPMENT

- a) Have you set goals for economic development
- b) Does the city own land for development
- c) Does your city have an economic development director or contract

8. PLANNING AND GOAL SETTING

- a) Annual or regular goal setting meetings with written results
- b) Short term and long range planning
- c) Clear communication about goals

9. ADMINISTRATION

- a) Identify strengths and a good working relationship
- b) Communication about expectations
- c) Best Practices for oversight
- d) Build trust and maintain trust between the elected officials and administration.

10. COMMUNICATION

- a) Create a communication system that is agreed to, that may include:
 - Weekly reports
 - Annual report
 - City newsletter
 - Employee newsletter
 - Email of important events
- b) Council committees
- c) Informal time with elected officials for management

<https://www.omag.org/recognition>

A PROPOSED “TENINO CITY COUNCIL SHARED VISION”

WHO ARE WE AS A COMMUNITY?

Tenino is a friendly, authentic small town that is quickly evolving as a growing, healthy, sustainable, rural community.

We recognize that Tenino is best known for the quarry pool and our sandstone heritage and products.

We value Tenino’s

- Authentic small-town atmosphere
- Affordable housing options
- Emphasis on family and a family friendly environment

WHAT IS OUR SHARED VISION FOR THE FUTURE?

We envision a future with:

- More living wage jobs in our community
- Enhanced transportation and pedestrian investments
- More local consumers that are buying from more local businesses

Our biggest challenges to our shared vision are:

- Balancing expenditures (needs) and revenue (ability)
- An aging infrastructure
- Community resistance to change

We envision a local economy that is based on:

- Agricultural resources
- Clean/green energy
- Small scale industry and service and retail

HOW WILL WE ACT?

We are mindful that actions today shall not have negative impacts on

- Our small-town atmosphere
- Affordable housing and choices
- The ability to sustain our infrastructure requirements

PROPOSED “TENINO CITY COUNCIL NEXT STEPS”

HOW WILL WE ACHIEVE OUR SHARED VISION?

We recognize the need to immediately address:

- Water issues – usage and quality goals
- City Infrastructure –planning and replacement for aging items
- The Police Department – sustainable operations and employee opportunities

To achieve our vision for the future, we will work to increase investments in:

- The Police Department
- Our roads and sidewalks
- The water and sewer system
- The park in accordance with the master plan
- The Agricultural Innovation Park

We recognize the need to immediately plan for an Agricultural Innovation Park that does not include:

- Big box retailers
- Polluting industries or the use of toxic materials
- High noise levels or noxious odors
- Large scope and scale transportation impacts
- Low wage jobs or automated facilities

We will create an Agricultural Innovation Park that enables and includes:

- Educational opportunities and partnership with colleges
- Versatile, flexible, reconfigurable tenant space
- Test/lab facilities and gardens
- Food study/research center
- Agricultural processing facilities
- Businesses that provide living wage jobs
- Curbside appeal that contributes to local tourism activities
- Support local agriculture producers
- Stabilize agricultural land values in the face of development

As a group, create your response to each question.

Question one:

What is your definition or example of timely information?

1.	
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Question two:

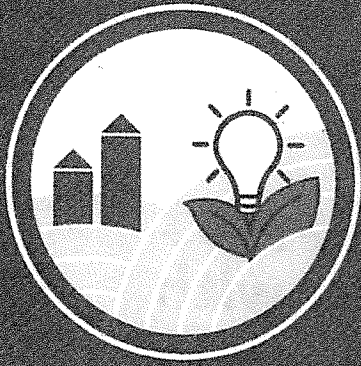
What is your definition or example of accurate information?

2.	
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Question three:

What is your definition or example of reliable information?

3.	
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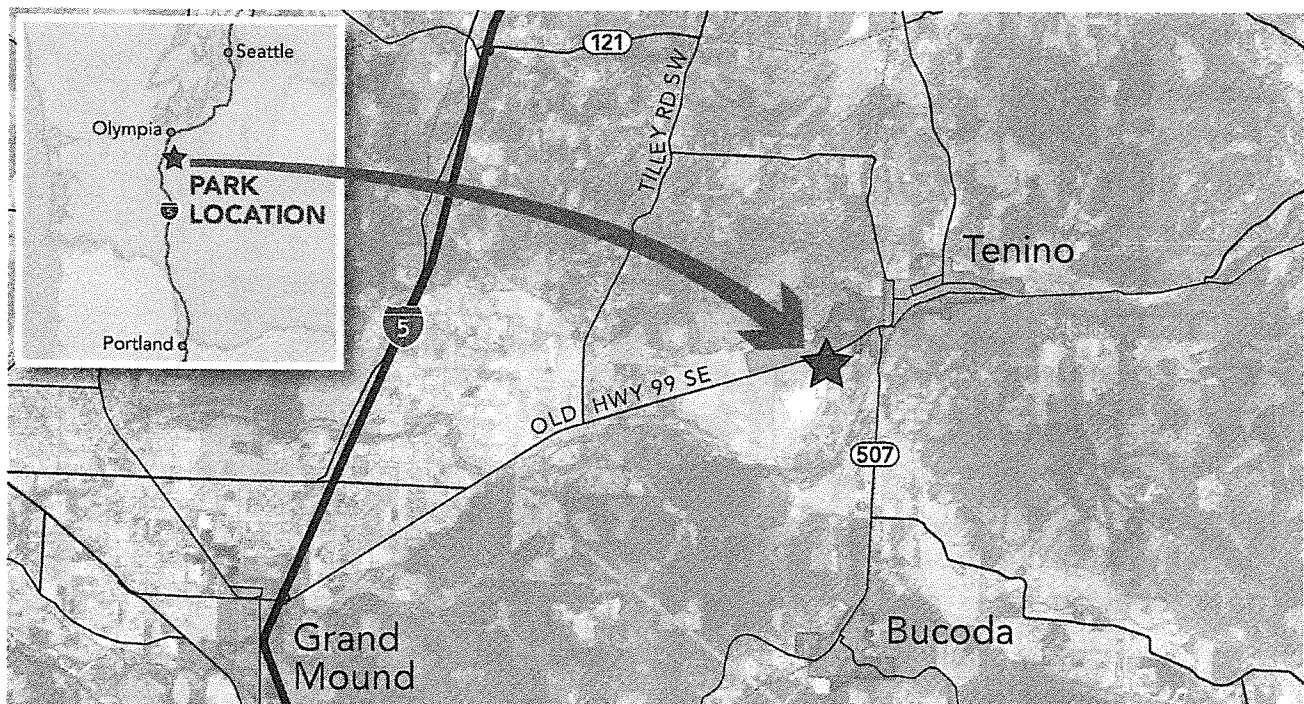


SOUTHWEST WASHINGTON

Agricultural Business & Innovation Park

13-acre agriculture-focused business park site

that will accommodate 135,000 square feet of building space for processing, production, distribution and office space, and retail/tourism-related uses.



- » Emphasis on agriculture-related manufacturing, processing, packaging and storage
- » Concentrates multiple technical business service providers in one location to serve rural and agriculture-based businesses throughout the region

City of Tenino
Washington

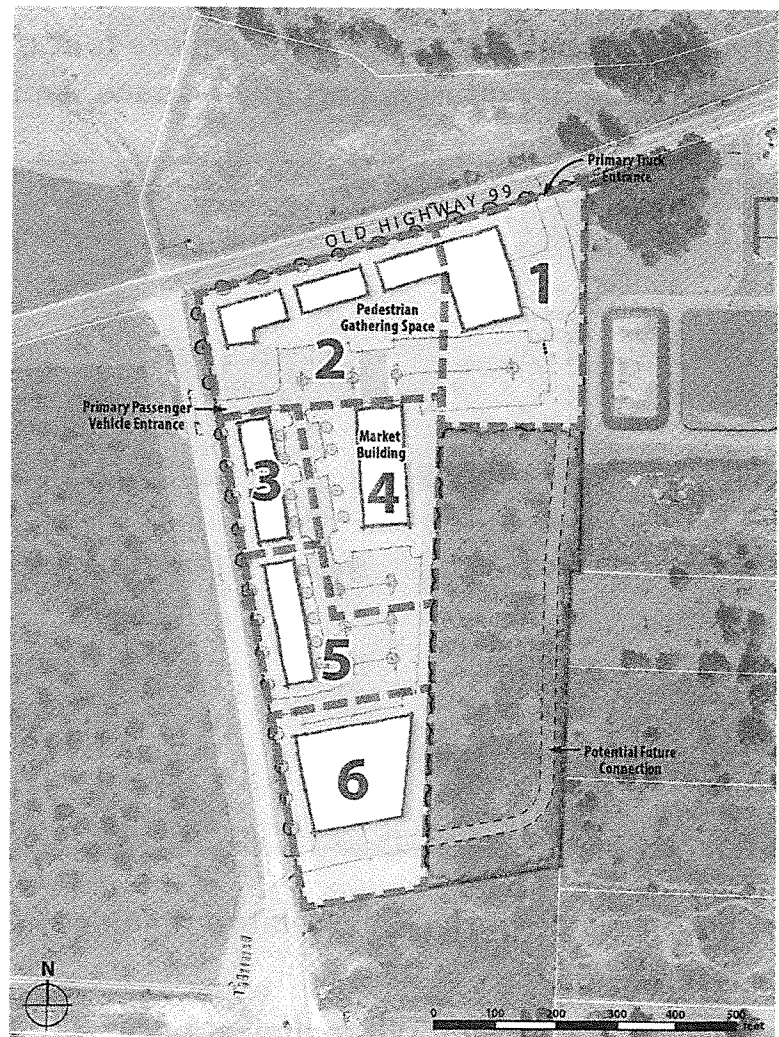




Created with the coordinated support of over 40 partner organizations, with consideration of the agricultural needs of the entire Southwest Washington region.

The Park will:

- » Be a permanent hub for agriculture and rural business
- » Expand existing and develop new markets for agricultural goods
- » Increase regional production of value-added food products
- » Increase the viability of regional food and farm businesses
- » Drive the success of existing, and creation of new, local businesses
- » Provide educational, research, event and tourism opportunities
- » Address identified regional infrastructure gaps and distribution needs



Interested in locating your ag business at the Park? Want additional information?
Contact Aslan Meade: (360) 464-6054 | ameade@thurstonedc.com

Good evening Council and Mayor,

Sorry I'm not able to be there tonight my daughter has a fast pitch game in Montesano.

Council Report for 4-9-19

1. WWTP: During the month of March, the treatment plant continues to perform optimally, all testing parameters are well below permit levels.
Flows Influent total flow = 2.830 MG
Average daily flow = 0.091 MG
Max daily flow = 0.102 MG
Total gallons wasted=78,740 gallons
2. Collection system: PW changed out 10 sewer pumps for the month of March.
3. Water: The Water Quality Monitoring Schedule for 2019.(see attached form). PW is working on replacing meters and fixing leaking shut offs. PW has also installed the Yard Hydrant for the Farmers Market on Oly Street.
4. Park: PW has been working on the ball fields, Mowing the park, graded the old park road, graded parking at the QH, and put moss killer on the Tikner school roof.
5. Streets: PW picked up trash from City limit sign (Old Hwy 99 West) to Bucoda Hwy 27 bags of garbage. Landscaped around waterfall Bucoda Hwy(See Pictures).



Water Quality Monitoring Schedule

System: TENINO, CITY OF
Contact: Troy L Cannon

PWS ID: 87400 7
Group: A - Comm

Region: SOUTHWEST
County: THURSTON

NOTE: To receive credit for compliance samples, you must fill out laboratory and sample paperwork completely, send your samples to a laboratory accredited by Washington State to conduct the analyses, AND ensure the results are submitted to DOH Office of Drinking Water. There is often a lag time between when you collect your sample, when we credit your system with meeting the monitoring requirement, and when we generate the new monitoring requirement.

Coliform Monitoring Requirements

	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020
Coliform Monitoring Population	3336	3336	3336	1968	1968	1968	3336	3336	3336	3336	3336	3336
Number of Routine Samples Required	4	4	4	2	2	2	4	4	4	4	4	4

- Collect samples from representative points throughout the distribution system.
- Collect required repeat samples following an unsatisfactory sample. In addition, collect a sample from each operating groundwater source.
- For systems that chlorinate, record chlorine residual (measured when the coliform sample is collected) on the coliform lab slip.

Chemical Monitoring Requirements

<i>Distribution Monitoring</i>						
<i>Test Panel/Analyte</i>	<i># Samples Required</i>	<i>Compliance Period</i>	<i>Frequency</i>	<i>Last Sample Date</i>	<i>Next Sample Due</i>	
Lead and Copper	10	Jan 2018 - Dec 2020	standard - 3 year	06/08/2017	Jun 2020	
Asbestos	1	Jan 2011 - Dec 2019	standard - 9 year	10/09/2018		
Total Trihalomethane (THM)	1	Jan 2019 - Dec 2019	reduced - 1 year	10/09/2018	<i>Oct 2019</i>	
Halo-Acetic Acids (HAA5)	1	Jan 2019 - Dec 2019	reduced - 1 year	10/09/2018	<i>Oct 2019</i>	



Water Quality Monitoring Schedule

Notes on Distribution System Chemical Monitoring

For Lead and Copper:

- Collect samples from the COLD WATER side of a KITCHEN or BATHROOM faucet that is used daily.
- Before sampling, make sure the water has sat unused in the pipes for at least 6 hours, but no more than 12 hours (e.g. overnight).
- If you are sampling from a faucet that has hot water, make sure cold water is the last water to run through the faucet before it sits overnight.
- If your sampling frequency is annual or every 3 years, collect samples between June 1 and September 30.

For Asbestos: Collect the sample from one of your routine coliform sampling sites in an area of your distribution system that has asbestos concrete pipe.

For Disinfection Byproducts (HAA5 and THM): Collect the samples at the locations identified in your Disinfection Byproducts (DBP) monitoring plan.

Source Monitoring

- Collect 'source' chemical monitoring samples from a tap after all treatment (if any), but before entering the distribution system.
- Washington State grants monitoring waivers for various test panels /analytes. Please note that we may require some monitoring as a condition of some waivers. We have granted complete waivers for dioxin, endothal, glyphosate, diquat, and insecticides.
- Nitrate, arsenic, iron, and other individual inorganics are included as part of a Complete Inorganic (IOC) analysis when it is collected.

Source S04	WF (S01 & 3)	Well Field	Use - Permanent	Susceptibility - Moderate		
<u>Test Panel/Analyte</u>	<u># Samples Required</u>	<u>Compliance Period</u>	<u>Frequency</u>		<u>Last Sample Date</u>	<u>Next Sample Due</u>
Nitrate	1	Jan 2019 - Dec 2019	standard - 1 year		07/30/2018	Sep 2019
Complete Inorganic (IOC)	1	Jan 2011 - Dec 2019	waiver - 9 year		09/06/2018	
Iron	1	Jan 2017 - Dec 2019	standard - 3 year		07/30/2018	
Manganese	1	Jan 2017 - Dec 2019	standard - 3 year		07/30/2018	
Volatile Organics (VOC)	1	Jan 2014 - Dec 2019	waiver - 6 year		07/08/2016	
Herbicides	1	Jan 2014 - Dec 2022	waiver - 9 year		07/08/2016	
Pesticides	0	Jan 2017 - Dec 2019	waiver - 3 year		07/08/2016	
Soil Fumigants	0	Jan 2017 - Dec 2019	waiver - 3 year			
Gross Alpha	1	Jan 2014 - Dec 2019	standard - 6 year		05/13/2015	
Radium 228	1	Jan 2014 - Dec 2019	standard - 6 year		05/13/2015	



Water Quality Monitoring Schedule

Other Information

<i>Other Reporting Schedules</i>	<i>Due Date</i>
Measure chlorine residuals and submit monthly reports if your system uses continuous chlorination:	monthly
Submit Consumer Confidence Report (CCR) to customers and ODW (Community systems only):	07/01/2019
Submit CCR certification form to ODW (Community systems only):	10/01/2019
Submit Water Use Efficiency report online to ODW and to customers (Community and other municipal water systems only):	07/01/2019
Send notices of lead and copper sample results to the customers sampled:	30 days after you receive the laboratory results
Submit Certification of customer notification of lead and copper results to ODW:	90 days after you notify customers

Special Notes

None

Southwest Regional Water Quality Monitoring Contacts

For questions regarding chemical monitoring:	Sophia Petro: (360) 236-3046 or sophia.petro@doh.wa.gov
For questions regarding DBPs:	Regina Grimm, p.e.: (360) 236-3046 or regina.grimm@doh.wa.gov
For questions regarding coliform bacteria and microbial issues:	Southwest Office: (360) 236-3030 or SWRO.Coli@doh.wa.gov

Additional Notes

The information on this monitoring schedule is valid as of the date in the upper left corner on the first page. However, the information may change with subsequent updates in our water quality monitoring database as we receive new data or revise monitoring schedules. There is often a lag time between when you collect your sample and when we credit your system with meeting the monitoring requirement.

We have not designed this monitoring schedule to display all compliance requirements. The purpose of this schedule is to assist water systems with planning for most water quality monitoring, and to allow systems to compare their records with DOH ODW records. Please be aware that this monitoring schedule does not include constituents that require a special monitoring frequency, such as monitoring affiliated with treatment.

Any inaccuracies on this schedule will not relieve the water system owner and operator of the requirement to comply with applicable regulations.

If you have any questions about your monitoring requirements, please contact the regional office staff listed above.

Clerk/Treasurer Council Meeting Report April 9, 2019

Budget:

- **Current status is:**
 - Total revenues are 9.3% of projections (+ 5%)
 - Total expenditures are 19.7% of projections (+18%)
 - Target: **28.8%**

 - General Fund revenues: 21.2% of projections
 - General Fund expenditures: 30% of projections
- **2018 Annual Report preparation begun (May 31 due date)**

- **Grants and Other Funding:**
 - **Y-T Trail Extension Feasibility Study** – Study complete.
 - **CDBG/Quarry Pool Renovation:** 2nd RFP published; bids due June 19
 - **RCSP Funds (\$56,193.50):** Should be released by Thurston County in 2019
 - **PoO Small Cities Grant** – Informal approval for \$10,000.00
 - Contract to build Bicycle Kiosk in process
 - 50% of 2018 grant used to pay for plans; remaining 50% from 2018 and all of the 2019 grant will go toward construction
 - RCSP funds will be used to fund all remaining costs
 - Any remaining RCSP funds will be used to repair sidewalks identified by Public Works
 - **Veterans' Memorial and Wall:**
 - Contract with Thurston County has been closed out.
 - Vousoirre stones are supposed to be complete by May 31
 - Interpretive sign in process
 - Walkway left unaddressed
 - **2019 CDBG Grant:**
 - Quarry House Reno Plan briefed to Thurston County (\$399,230.00 ask)
 - Second meeting at Mayoral level w/Thurston County on April 25

Other business:

- **SW WA Agriculture & Innovation Park**
 - Request to substitute the City for the EDC in order to administer funds is being processed by the Department of Commerce
 - G&O preparing SOW for contract administration
 - EDC capital budget request approved by Senate; working the House
 - \$7,315.62 remains of the \$75k initial planning effort budget
- **City Hall Renovation**
 - \$500k Capital Budget Request approved by House, but not Senate