CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

CITY TREASURER
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

General Government Committee
Agenda
March 27, 2024
8:00 AM

119 W FIRST STREET
CLE ELUM, WA 9922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

GENERAL GOVERNMENT COMMITTEE
STEVEN HARPER - CHAIR
JERRED WIES
BETH WILLIAMS

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922
TextMyGov Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

---

1. **Call to Order**
2. **Unfinished Business**
3. **New Business**
   a. Approve the Minutes from the March 8, 2024, General Government Committee Meeting
   b. Senior Center Funding - General Government Committee (Discussion)
   c. Review Ordinance 1604 Purchasing - Finance Director Robin Newcomb
   d. City of Cle Elum Personnel Policy - Finance Director Robin Newcomb
   e. Procurement Policy - Finance Director Robin Newcomb
   f. Rental Property Review - Mayor Lundh
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:
Next General Government Committee Meeting: April 25, 2024 @ 8:00 a.m.
Regular Council Meeting: April 9, 2024 @ 6:00 p.m.
Planning Commission Meeting: April 2, 2024 @ 6:00 p.m.
Lodging Tax & Events Committee Meeting: April 8, 2024 @ 8:30 a.m.
Public Safety & Health Committee Meeting: April 16, 2024 @ 1:00 p.m.
Public Works & Community Development Committee Meeting: April 4, 2024 @ 12:00 p.m.

General Government Committee Agenda
March 27, 2024

119 W FIRST STREET
CLE ELUM, WA 9922

DRAFT

CLE ELUM GENERAL GOVERNMENT COMMITTEE
MINUTES
MARCH 8, 2024
8:00 AM
119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order

Jerred Weis
Steven Harper - Chair
Beth Williams - via zoom

Rov Omans - City Administrator
Debbie Lee - Clerk
Matthew Lundh - Mayor

2. Unfinished Business

3. New Business

a. Elect Chairperson - General Government Committee

Jerred Weis nominated Committee Steven Harper as the Chair.

Beth Williams voted for Steven Harper.

Steven Harper accepted the position of Chair of the General Government Committee.

b. Public Works Director - Job Description

The General Government Committee went through the Public Works Director job description line by line.

Discussion was had about the Director needing to be an Engineer. The Committee felt that if the applicant had a degree, that would be great, but experience would be acceptable. They want the person filling this position to be able to run equipment and work in the field. Minor language changes were made.

Mayor Lundh stated that he talked with other cities, and they require the Public Works Lead to have a WW1 and a WDM certificate. The Committee felt this was a good idea and if someone does not have these certifications they will be able to get them within a year of hire.

City Administrator Omans informed the Committee that you have to work under an engineer to get licensed as an engineer.

The Public Works Director job description will be presented to the Council at the next meeting for their opinion.

4. Other Committee Comments

Beth Williams asked about the status of the Planner position.

5. Adjourn

The meeting was adjourned at 8:57 p.m.

Steven Harper, Chair

Debbie Lee, Clerk

CITY OF CLE ELUM
Purchasing Policy

AGENDA STAFF REPORT

AGENDA DATE:	**March 27, 2024**
ACTION REQUESTED:	Update the city's purchasing policy

BACKGROUND:	**Please review Ordinance 1604. We need to include that procurement still must be followed.**
ATTACHMENTS:	ORD _____ Revision – Purchasing Policy
LEAD STAFF:	**Rob Omans, Administrator** **Robin Newcomb, Finance Director**

CITY OF CLE ELUM
WASHINGTON

ORDINANCE NO. 1604

AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON, AMENDING CLE ELUM MUNICIPAL CODE ("CEMC") CHAPTER 3.06 RELATED TO PURCHASING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Washington State law authorizes the City's legislative body to contract on behalf of the City pursuant to RCW 35A.11.010; and

WHEREAS, the City has adopted by Ordinance 1555, Chapter 3.06 of the Cle Elum Municipal Code related to purchasing; and

WHEREAS, an amendment to Chapter 3.06 CEMC is necessary to be consistent with procurement regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. CEMC 3.06.010 ("Purchase of materials, equipment, supplies, or services"), Amended. Cle Elum Municipal Code Section 3.06.010 is hereby amended to read as follows:

3.06.010 Purchase of materials, equipment, supplies, or services.

A. The mayor and city administrator are authorized, without further action by the city council, to purchase or enter into contracts for materials, equipment, supplies, and services, not otherwise subject to other provisions of state law or city code, in amounts up to $30,000.

B. The mayor and city administrator are authorized, with the consent of all city council finance committee members, to enter into architectural and engineering contracts in amounts up to $50,000.

C. The mayor and city administrator are authorized, with the consent of all city council finance committee members, to purchase materials, equipment, supplies and services, subject to other provisions of state law and city code, in amounts up to $50,000.

D. Purchases made or contracts entered into under CEMC 3.30.010(B) and (C) shall be approved by the city council at the next regularly scheduled meeting.

Section 2. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th DAY OF January, 2021.

CITY OF CLE ELUM

Jay McGowan, Mayor

ATTEST/AUTHENTICATED:

Kathi Swanson, City Clerk

Approved as to form:

Alexandra L. Kenyon, City Attorney

Filed with the City Clerk: 1/25/2021
Passed by the City Council: 1/25/2021
Ordinance No.: 1604
Date Posted: 2/4/2021
Effective Date: 2/11/2021

ORIGINAL

City of Cle Elu m
Employee Handbook

Revised: February 2024

CITY OF CLE ELUM

WASHINGTON

RESOLUTION NO. 2024-004

A RESOLUTION OF THE CITY OF CLE ELUM, WASHINGTON, ADOPTING AN AMENDMENT TO THE "CITY OF CLE ELUM EMPLOYEE HANDBOOK".

WHEREAS, City administration periodically updates City personnel policies; and

WHEREAS, the City Council now desires to adopt the attached Exhibit C as an amendment to the "City of Cle Elum Employee Handbook – February 2024".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adopted. The City of Cle Elum hereby adopts the attached Exhibit C as an amendment to the "City of Cle Elum Employee Handbook – February 2024" and shall remain in effect unless otherwise amended.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF FEBRUARY 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Alexandra L. Kenyon, City Attorney

Filed with the City Clerk: 2-27-24
Passed by the City Council: 2-27-24
Resolution No.: 2024-004
Date Posted: 2-27-24

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CITY OF CLE ELUM EMPLOYEE HANDBOOK

INTRODUCTION

The City of Cle Elum places the highest value on its employees. We wish to see satisfied workers, with the support necessary to achieve the objectives of each position. The City believes that clear, consistent personnel policies contribute to greater job satisfaction. All employees and new hires are required to be familiar with these policies. If questions arise, please begin with a discussion with their supervisor or department director. Employees are encouraged to offer ideas or suggestions for improvement of these policies.

These personnel policies serve as a general guide to the City of Cle Elum's current employment practices and procedures. As such, we hope they will help employees better understand how the City operates and what is expected of an employee, and what the employee can expect in return. These policies also describe the compensation, benefits and other support provided by the City. The mayor has delegated authority to the City Administrator to make all applicable employment relationship decisions.

Intent of Policies

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which an employee may rely, or a guarantee of employment for any specific duration. Although the City desires long-term employment relationships, it is recognized this may not always occur and either the employer or employee may decide to terminate employment. Unless specific rights are granted in written employment contracts, civil service rules, or collective bargaining agreement, all employees of the City are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice. No supervisor, department director or representative of the City, other than the City Administrator, has authority to enter into any agreement with an employee for employment for any specified period or duration, or to make any written commitments to the contrary.

It is the City's intent these policies be interpreted as providing a reasonable approach to specific problems and situations; they should be considered as a total set of working procedures rather than interpreting each section, subsection, sentence, or phrase separately and out of context. The City recognizes the terms and conditions of existing bargaining agreements; implementation of these policies is not intended to change the terms and conditions of any agreement between unions and the City.

These personnel policies apply to all City of Cle Elum employees. In cases where these policies conflict with any Civil Service rules and regulations, provisions of a collective bargaining agreement, City ordinance or state or federal law, the terms of that law, rule or agreement prevail. In all other cases, these policies apply. In the event of the amendment of any ordinance, rule, or law incorporated in this document or upon which these provisions rely, these personnel policies shall be deemed amended in conformance with those changes.

As the need arises, the City Council may modify these policies and, by ordinance or resolution, may enact changes to compensation or benefit levels. The City Administrator may deviate from these policies in particular situations, especially in an emergency, to achieve the primary mission of serving the City's citizens. Employees may request specific changes to these policies by submitting suggestions to their department director or the City Administrator.

These policies do not create an employment contract or implied contract rights for employees, nor do they create a promise or guarantee of specific treatment in a specific situation. The City retains the right to administer or implement these policies appropriate to the situation or occurrence. The City also retains the right to revise, supplement or rescind these policies without prior notice to employees. However, union representatives for the respective bargaining units representing City employees will be given a copy of any proposed changes to these policies for a 14-day (two week) comment period prior to implementation.

Note to Supervisors: The following two policies are among the most important ones for the City. The appropriate and consistent interpretation of these policies is the responsibility of every supervisor. If there are any questions about the implementation of these policies generally or to specific situations that arise in the workplace, please discuss it with the City Administrator before answering an employee's question, responding to an employee's concerns, or taking any adverse actions against an employee.

Equal Employment Opportunity Policy

The City of Cle Elum is an Equal Opportunity Employer. All employees have the right to work in a discrimination-free environment. The City will not permit or condone any unlawful discrimination in the workplace. All employment decisions will be made without regard to race, color, sex, sexual orientation, sexual identity, creed, religion, age, marital status, national origin, disability, genetic information, military or honorably discharged veteran status, or any other basis prohibited by state, local or federal laws.

If an employee experiences or witnesses conduct that may feel is discriminatory, please be sure to raise the matter for discussion and review so that the City can investigate and take appropriate action. Employees are encouraged to approach the supervisor or the City Administrator, as feels necessary.

Reasonable Accommodation of Disabilities

The City complies with the Americans with Disabilities Act (ADA) and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to qualified employees with a disability if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship or a direct threat to the health or safety of others.

If employees would like to request reasonable accommodation, please contact the City Administrator (and the health care provider, as needed) to evaluate the need for reasonable accommodation and options for providing reasonable accommodation.

Reasonable Accommodation of Religious Beliefs

The City respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business or operations. If the employees believe they need accommodation for religious reasons, please contact the City Administrator.

Workplace Anti-Harassment Policy

It is the City of Cle Elum's policy to foster and maintain a work environment free from unlawful discrimination, harassment, and intimidation. Toward this end, the City will not tolerate unlawful harassment of any employee, whether from a co-worker, member of the public, or other third party.

Employees are expected to always show respect for each other and the public, despite individual differences.

Harassment is defined as unwelcome verbal or physical conduct that demeans or shows hostility or aversion toward another employee or member of the public due to that individual's race, color, sex, sexual orientation, sexual identity, religion, disability, age, military or marital status, or any other status protected by law. Examples of unlawful harassment include, but are not limited to, slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation (including gender identity), age, disability, marital status, military status, or any other legally protected status. Any conduct implicating a protected status that has the effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment may be considered harassment. Any harassment of a fellow employee or member of the public will be cause for disciplinary action, up to and including termination of employment.

Examples of behaviors which are inappropriate and/or illegal on the job referring to (but not limited to) gender, ethnic background, race, or any other protected status include:

Negative or offensive comments; jokes; slang names or labels; talking about or calling attention to another employee's physical or mental capacity in a derogatory or offensive manner; displaying nude or sexual pictures, cartoons, or calendars on City property.

(See Discrimination/Harassment Complaint Procedure, below, for guidance on what to do if an employee or a coworker experience harassment.)

Sexual Harassment Prohibited

Sexual harassment is a form of discrimination, is illegal and violates federal and state law and the City's policies. Sexual harassment is also inappropriate and offensive and will not be tolerated by the City of Cle Elum. The City considers sexual harassment a serious offense, and

an employee who harasses other employees or members of the public will be disciplined as in any other case of serious employee misconduct. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when;

a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment position or compensation;

b. Submission to or rejection of such conduct is used as the basis for employment decisions affecting the member; or

c. Such conduct has the purpose or effect of substantially interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment does not refer to casual conversation or compliments of a socially acceptable nature. It refers to behavior that is not welcome and which is personally offensive, interfering with the effectiveness or creating discomfort on the job.

Written examples of sexual harassment include suggestive or obscene letters, emails, notes, and invitations. Verbal examples include derogatory comments, slurs, unwanted sexual comments, suggestions, jokes, or pressure for sexual favors. Physical examples include assault, pats or squeezes, repeated brushing against someone's body, touching, impeding, or blocking movements. Visual examples include leering, sexually oriented gestures, or display of sexually suggestive or derogatory objects, pictures, cartoons, or posters. Other examples include the threat or insinuation that lack of sexual favors will result in reprisal, such as: withholding support for job appointment, promotion, or transfer; rejection on trial period; punitive actions; change of assignments; or a poor performance report.

It is the policy of the City of Cle Elum to prevent and/or eliminate sexual harassment in the workplace, as well as to alleviate any effects sexual harassment may have on the working conditions, or work environment, of an employee. In response to reports of sexual harassment, the City will seek to protect all parties involved from retaliation, false accusations, or future harassment and, where appropriate, will take prompt and adequate remedial measures.

Employees engaging in sexual harassment are subject to discipline, up to and including termination. (See following Discrimination/Harassment Complaint Procedure, for guidance on what to do if an employee or a co-worker experience sexual harassment.)

Discrimination/Harassment Complaint Procedure

Each employee is responsible for creating an atmosphere free of discrimination and unlawful harassment in any form. Each employee is responsible for respecting the rights of co-workers and others, including the citizens we serve.

The procedure an employee is to follow: The following procedure outlines the steps an employee should follow if the employee believes they are experiencing harassment or discrimination on the job:

(1) If comfortable doing so, identify the offensive behavior to the harasser and request that it stop. If such informal, direct communication is impractical or uncomfortable, or if the offensive behavior does not immediately cease:

(2) Report the incident(s) to the immediate non-involved supervisor within the department, the department director, or the City Administrator.

Where possible, this should include the specific allegation, date of the occurrence, the individuals involved, and the names of any witnesses. A non-involved supervisor is defined as the first supervisor in an employee's department who is not the object of the complaint and is not otherwise involved in the harassing behavior. If there is no non-involved supervisor, and the behavior involves the department director and the City Administrator, the employee should report the incident to the City Attorney.

Any employee involved in reporting a concern, or who participates in an investigation, may request that their identity be kept confidential. City officials and those involved in the investigation will honor this request to the extent possible under law, business necessity, and the needs of the investigation. Confidentiality, however, cannot be guaranteed.

The City prohibits retaliation against those who have reported a concern in good faith or participated in the investigation. Violations of the City's prohibition on retaliation will result in disciplinary action, up to and including termination.

Employees are encouraged to take all action necessary to correct a workplace problem or harassment, so problems can be identified and corrected. They should not refrain from taking these steps due to a fear of retaliation. If retaliation occurs, promptly report such conduct in the same manner as outlined in this Section. With a prompt complaint from employees, the City will take all appropriate steps to correct a problem of harassment, discrimination or retaliation in the workplace and will assist the employee affected if further problems arise. Thus, employees are encouraged to utilize these procedures to resolve concerns about workplace discrimination before they allow such conduct to interfere with their performance or such conduct affects their satisfaction with the workplace.

The procedure a supervisor is to follow: Supervisors who are aware of situations involving discrimination, harassment or retaliation must respond to such situations regardless of whether a complaint is received. Supervisors who receive complaints or become aware of such incidents must:

(1) Take prompt action to ensure the behavior is not repeated; and

(2) Promptly notify the appropriate director and the City Administrator of the allegations, including all information known to or received by the supervisor.

Supervisors shall be required to take the above steps and may be disciplined if they do not.

The investigation process: Employees are prohibited from interfering in any investigation or retaliating against anyone who in good faith has filed a complaint or participated in an investigation of such a complaint.

It is the policy of the City that all complaints of discrimination or harassment shall be fully documented, and promptly and thoroughly investigated. The investigation may include interviews with the directly involved parties, and where necessary, with employees who may have observed the alleged harassment or who may be similarly situated with the complaining employee, and who may be able to testify to similar experiences with the accused employee.

The individual assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any employees involved. No influence will be used to suppress any complaint and no employee will be subject to retaliation or reprisal for filing a complaint in good faith, encouraging others to file a good faith complaint or for offering testimony or evidence in any investigation. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs. Employees participating in an investigation shall refrain from discussing the investigation process, interviews, or issues under investigation with other potential witnesses to prevent harmful gossip and to prevent the possibility of tainting the investigation.

All complaints will be fully kept confidential if possible and will be disclosed only as necessary to allow an investigation and respond to the complaint and as consistent with the law.

The results of each investigation shall be written, and a finding made regardless of whether there is a basis for disciplinary action. Disciplinary action, if necessary, may range from a verbal warning to termination, depending on the seriousness of the harassment. Nothing shall limit the authority of the City to modify policies or practices to correct any appearance of harassment without finding cause for disciplinary action or taking any disciplinary action. If an investigation determines the accused employee engaged in harassment, discrimination or retaliation, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file, or an employee transfer, demotion, suspension, or termination. An employee may at their request have a statement of rebuttal or correction placed in their personnel file. Nothing limits the authority of the City to modify policies or practices to correct any appearance of harassment without finding cause for disciplinary action or taking any disciplinary action.

Employment of Relatives

Business necessity requires the establishment of policies regarding the employment of immediate family and members of the same household to avoid conflicts of interest or the perception of favoritism and to assure and maintain accountability.

The immediate family or any member of the same household of current City employees will not be employed by the City under any of the following circumstances:

(1) When one of the parties would have authority or practical power to supervise, appoint, remove, influence salary or compensation decisions or discipline the other;

(2) When one party would handle confidential material that creates improper or inappropriate access to that material by the other;

(3) When one party would be responsible for auditing the work of the other; or

(4) When other circumstances exist that might lead to potential conflict or appearance of a conflict among the parties or conflict between the interest of one or both parties and the best interests of the City.

Change in Circumstances: If two employees marry, begin sharing living quarters with one another, or become related by marriage or adoption and, if in the City's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to remain employed by the City, unless appropriate action can be taken to reduce or eliminate the potential conflict, as determined by the City Administrator. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the City reserves the right to terminate either employee.

Employment and Classification

At the City of Cle Elum, we want employees to understand how their wages, benefits and job duties are affected by the employee classification and the job description or title. The City has a classification system that groups positions for compensation purposes based on knowledge, complexity, accountability and working conditions. More information about the classification system is available from the City Administrator.

The following are the main job classifications which are used throughout this Handbook.

***Regular Full-Time Employee**:* Any employee who is regularly scheduled to work forty (40) hours per work week on a continuing basis.

***Regular Part-time Employee**:* An employee who is regularly scheduled to work less than forty (40) hours per work week, on a continuing basis.

***Temporary Employee**:* An Employee working a full or part-time schedule for a specified project or period of less than one year (i.e., on-call, seasonal, Provisional Police Officer, emergency staff appointment, internship, etc.).

***Volunteer**:* A person who receives no compensation or benefits for volunteer work performed.

***Reserve Police Officer**:* A Police Officer who is considered a temporary employee (on-call basis) such as a Provisional Police Officer.

***Non-exempt Employee**:* An employee who is not exempt from the minimum wage, overtime, and timecard provisions of the wage and hour laws. Such employees may receive an hourly wage or a salary and are eligible for overtime pay at the rate of one and one-half times the regular rate of pay for all hours worked more than 40 hours in the work week.

Exempt Employee: An employee who is exempt from the minimum wage, overtime and timecard provisions of the wage and hour laws. Exempt employees generally include

supervisory, administrative, and professional employees who are paid on a salary basis. When employees are hired, they will be informed of whether their position is exempt or non-exempt. Exempt employees are not entitled to overtime but may be eligible for additional time off pursuant to the City's Overtime and Compensatory Time off Exempt Employee Policy within this handbook.

Employee Position Classifications

The City Administrator is responsible for reviewing requested re-evaluations of existing positions or the establishment of new positions by the department heads. This responsibility includes evaluating the position duties, ranking the position with the other positions in the City, and recommending the appropriate salary range within the Employee Salary and Wage Plan. Any changes in position classifications require City Council approval.

Recruitment, Applications and Selection

This policy outlines the procedures for completing a job notice, posting a job vacancy, and extending an offer of employment. Recruiting practices are conducted solely based on ability, merit, qualifications, and competence without regard to any individual's sex, race, color, religion, national origin, sexual orientation, pregnancy, age, marital status, military status, genetic information, disability, or any other characteristic protected by law.

Notices

All job notices must be submitted to the City Administrator or designee for review and approval prior to any posting or advertising of the position vacancy internally or to the public at large. The following information shall be included in the job vacancy notice:

- Title of position
- Brief description of job
- Specific qualifications required
- The selection process (i.e., written tests, oral interview, or other means)
- Where to apply
- Salary range
- Promotional possibilities, if applicable
- Closing date for application
- City of Cle Elum is an Equal Opportunity Employer and Service Provider M/F/HN

Job Posting

An internal job posting will be placed in appropriate locations to allow current employees, who are qualified, an opportunity to apply for a vacant position. Notices will be posted for five (5) days. If it is determined that consideration of outside applicants is in the City's best interests, staff will begin the process of outside recruitment following the five (5) day internal posting period. Current City employees are encouraged to apply for job openings.

The statement "Equal Opportunity Employer and Service Provider M/F/H/V" shall be included in all employment advertising.

Application for Employment

Each applicant shall complete and sign a City of Cle Elum application form prior to being considered for any position. Resumes may supplement, but not replace, the City of Cle Elum official application. The City "Application for Employment" form shall continue to be in conformance with all State and Federal laws pertaining to pre-employment inquiries. All application forms must be fully completed, signed, and dated by the applicant to be valid. Applications will be accepted for open positions and will be considered only for that position. All applications must be received no later than 4:30 p.m. on the published closing date for filing. A closing date may be extended by the City Administrator. Applications, whether accepted or rejected, will not be returned. All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment. Falsification of employment information may be grounds for rejection of an applicant or subsequent dismissal.

Selection Criteria

All appointments to vacancies shall be made solely based on merit, efficiency, and fitness. These qualities shall be determined through careful and impartial evaluation of several relevant factors, including the following:

- The applicant's level of training, experience, and education relative to the requirements of the position;
- The applicant's ability to perform the essential functions of the position with or without a reasonable accommodation;
- The results of an oral interview(s);
- The results of written or practical examination when deemed advisable by the City Administrator or supervisor; and
- Satisfactory reference information as applicable.

The City will apply any applicable veteran's preferences in accordance with State law.

Part-time or Temporary Employment

City employment is generally full-time. Part-time and/or temporary appointments may be made in the following circumstances:

- As substitution for a regular appointee who is temporarily absent, provided sufficient funds have been previously authorized and budgeted for this purpose;
- When it is impossible to make a regular appointment to the position due to recruitment difficulties;
- Where budget appropriations provide only for part-time or temporary employment;

Promotions

The City encourages promotion from within the organization whenever possible. The City Administrator shall determine whether the promotional process for a position will be competitive or appointive. The City reserves the right to seek qualified applicants outside of the organization at its discretion.

Before advertising a position to the public, the City Administrator may choose to circulate a promotional opportunity within the City. Promotional opportunities may be posted on the City bulletin board.

New Trial Period: After promotion to a new position, a new trial period of six (6) months must be completed, unless waived or reduced by the City Administrator. Successful completion of the trial period does not alter the employee's at-will employment. The City Administrator may authorize a department director to extend a trial period for up to an additional six months. In the case of unsatisfactory performance, the employee may be transferred back to the previous position held by the employee, if vacant, or to another position fitting the employee's skills and qualifications, within the limits of vacant authorized positions.

Hours of Work

The City follows the Fair Labor Standards Act and the Washington Minimum Wage Act.

Everyone benefits from clarity regarding hours of work and scheduling. The following information may be helpful:

Work Week: For payroll and accounting purposes, the City of Cle Elum's work week begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

Workday: The normal workday for employees other than Police Department Commissioned Personnel consists of eight hours plus an unpaid meal period. Some employees or positions may have different workdays and hours determined by the needs of the City.

Scheduling: Work schedules are established by management. Unless otherwise scheduled, all employees are expected to work Monday through Friday. Requests for changes in schedules or for days off should be made in writing in a timely fashion and approved in advance by the

supervisor. Some variation in schedule may be granted by mutual agreement between employees and the City, so long as the needs of the department are met.

Rest Periods: All non-exempt employees receive one 15-minute break for each four hours of working time. The break should occur near the mid-point of each four-hour work period, but scheduling will be done by the supervisor. Break periods are paid and may be used to extend the lunch period or to leave early provided that the total amount of time taken does not exceed the break and lunch periods.

Meal Periods: If an employee is non-exempt and work more than five hours in a day, they will have a meal break two to five hours into their shift. The normal meal break is a 30-minute unpaid period, usually near the mid-point of the shift. The exact time of the meal break will be scheduled by the supervisor to ensure appropriate coverage.

Rest/Meal Periods for Police Department Employees: While at lunch or on a rest/relief period, all Police Department commissioned personnel will be subject to call.

Breaks/or Nursing Mothers: Non-exempt employees who are nursing mothers are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. Absent undue hardship, this entitlement shall continue for two years following childbirth. The City will provide a suitable, private location for these breaks.

Overtime: Overtime is time worked more than forty hours of work in a work week. Holidays, Vacation and Sick leave are not considered time worked. The regular work week is 40 working hours for most employees, but on certain occasions, some overtime may be required. Any overtime work must be authorized by a supervisor in advance.

Attendance

Employees are members of a team, and each member has an important contribution to make. Timely performance of the job is essential to maintaining the high-quality service our City government provides. It also shows the employee's respect for their fellow employees who must assume a person's duties in their absence. Employees must report to work regularly and on time, in proper attire, with proper equipment, and ready to work. If an employee will be unable to report for work, will be late, or need to leave early, notify the City Administrator or supervisor as far in advance as possible. Always provide a reason for the absence, tardiness, or early departure, and, if possible, an estimate of how long the absence or tardiness will be. Failure to notify the City in a timely and appropriate manner may result in loss of sick pay for the day and/or discipline. Employees may be required to present a physician's statement verifying the need for sick leave after being absent for more than three days.

An employee who is absent without notification for three consecutive days or shifts will be considered to have abandoned their position and may be terminated.

Personnel Records & Files

The City of Cle Elum takes seriously its job of maintaining accurate, confidential personnel records. Although the City is required to comply with valid court orders, the public records law,

and government requests directing us to provide information from an employee's personnel records without specific written authorization from them, only the following will be released to anyone outside the employ of the City: job title, department, hire date, separation date and base salary. Generally, only the employee, the City Clerk, the City Treasurer, and the City Administrator will have access to the personnel file internally.

When an employee moves, changes their telephone number, or experience other changes in their personal information, please make sure they inform the City Clerk's Office and/or the City Treasurer's Office of such changes. In this way, personnel records will remain accurate and up to date.

Employees may review personnel records at any mutually convenient time during normal business hours. Should an employee wish to do so, please make an appointment with the City Clerk so that a specific time may be scheduled. The City Clerk or City Treasurer will be present during any such review. An employee may include a personal memorandum in their file if they feel it is necessary to clarify or rebut file information.

Performance Reviews

Regular performance reviews benefit the employee and the City by providing a written record of their performance and giving them the opportunity to discuss with the supervisor how well they are meeting the City's expectations, to clarify the job responsibilities, to set mutually agreed-upon goals and to explore possibilities for advancement within the City of Cle Elum.

Performance reviews are generally conducted annually and are part of the personnel records. Employees will be given an opportunity for written comments on their performance review. The employee will be asked to sign their performance review to document that they have read it and that they have had an opportunity to comment. A signature does not imply agreement or disagreement with the evaluation. The employee will receive a copy of their review for their own records. Because the performance on the job affects compensation and employment, the performance review deserves active and constructive participation. Seasonal and temporary employees do not receive formal performance reviews; however, they are to be coached about work expectations and performance.

New Employees and New Positions

New employees and employees assigned to a new position will be evaluated by their supervisors within the first six months of employment and thereafter during the first quarter of each calendar year. Successful completion of the six-month evaluation period does not modify the employees at will employment.

New employees become eligible to receive a salary or wage increase effective on their six-month anniversary date.

Managerial Procedures

All employees who are promoted to a higher classified position or who assume the duties of a higher classified position will be in a six (6) month evaluation period. The employee's work

performance shall be evaluated during the sixth (6th) month of employment in the new position and annually thereafter. This evaluation period does not qualify the employee for a pay adjustment. The anniversary date will change to reflect the first date worked in the new position. Successful completion of the six-month evaluation period does not modify the employees at will employment.

Supervisor's Approach to Performance Reviews

The performance review is a critical management tool for the City of Cle Elum. It is an opportunity for managers to recognize employees' contributions to the City, to identify areas for growth and/or improvement, and to set forth goals and action plans for the coming year. The performance review is vital to City employees as well. The score the employee receives determines their compensation, and how the performance review conference is conducted affects the tone of the employee-supervisor relationship. Supervisors are expected to review employees' performance with care, consideration, and candor.

Employee Appraisal Form

The Employee Performance Appraisal Form asks supervisors to evaluate employees in several defined performance categories. Within each category, a manager must rate the employee's level of performance. Each category is subdivided to designated levels of performance. These levels are defined as follows:

EXCEPTIONAL: The employees' performance is extraordinary, approaching the best possible performance for the job.

ABOVE STANDARD: The employee's performance exceeds the standards for satisfactory performance for the job.

STANDARD: The employee's performance meets the full job requirements as the job is defined at the time of rating. A "Standard" rating means satisfactory performance.

BELOW STANDARD: The employee's performance is below the standards for the job and must improve to be satisfactory.

UNACCEPTABLE: The employee's performance is deficient enough to justify release from present job unless improvement is made. This rating requires the implementation of the Corrective Action Plan.

Preparing an Employee Performance Appraisal Form

Before completing the form, please take the following steps:

- Review the employee's job description;
- Review last year's appraisal, especially if the employee has not previously reviewed this employee;

- Review any notes or personnel actions taken regarding this employee since the last review, or for new employees, since the date of hire;
- Consider the employee's actual job performance in relation to the requirements of the position;
- Consider employee's experience, training, and length of time in position;
- Maintain a fair and honest attitude when reviewing the employee's job performance;
- Evaluate the employee's performance based on the entire review period;

As the employee completes the Employee Appraisal Form, check the degree of performance in each category which most closely fits the evaluation. Please be honest! Do not "inflate" or "sugarcoat" the rating to soften constructive criticism. Evaluate each category independently. Do not let shortcomings in one area detract from observations of positive performance in another area. Write the comments under each factor to add clarity to the evaluation. Convey comments in a targeted and direct manner, and when possible, cite specific examples of performance which justify and explain the evaluation. Use the summary section to assess the employee's overall job performance, document progress or change since the last review, establish employee goals which support departmental goals, document achievements, and outline specific ways the employee may improve job performance to the benefit of the City and the employee.

If an employee has remained in the same position classification during a review period but has reported to more than one supervisor, the employee should be evaluated by each supervisor. The appraisal form should be signed by each reviewing supervisor. Any supervisor who reviewed the employee may participate in the employee-supervisor conference.

City Administrator Preliminary Review

The City recognizes that performance appraisals should be reviewed by more than one person in management. This practice promotes the fair and consistent application of performance standards to all City employees and offers a measure of protection to individual supervisors. Thus, every supervisor's performance appraisal will be reviewed by the City Administrator before distribution to or discussion with any employees.

Employee/Supervisor Conference

After the Employee Performance Appraisal Forms have been reviewed by the City Administrator, each supervisor should schedule a private conference with each employee to discuss the performance review. The discussion should be sincere, frank, and respectful. The employee should come away from this discussion knowing what the City expects from the employee's performance, the standards the City has used and will use to measure that performance, and the City's assessment of the employee's performance in relation to those standards. Supervisors must have employees acknowledge their discussion of the performance appraisal by signing the form in the space provided. At the conference, the employee should receive a copy of the performance appraisal and the job description for the employee's position.

Employees should also be informed of their right to submit a written response to their supervisor within ten (10) scheduled working days after the employee/supervisor conference has occurred. Supervisors should review any written responses they receive with the City Administrator and then schedule a follow-up conference with each employee within (5) working days after receipt of the employee's response. After the employee/supervisor conference has been conducted, the completed/signed form should be forwarded to the City Administrator for approval and should be filed in the employee's personnel file. All attachments, i.e., employee comments, should be attached to the appraisal form and included in the employee's personnel file.

Inadequate Job Performance – Corrective Action Plan

Poor performance is a serious issue for the City and the employee. Any supervisor who concludes that an employee's performance is unacceptable in one or more categories described in the appraisal form should consult with the City Administrator to determine whether the City should proceed with disciplinary action or implement a Corrective Action Plan (CAP). If a CAP is implemented, the CAP should be formulated based on conditions unique to the situation and in keeping with the following steps:

- Define the situation in writing to clarify the specific problem, including dates of any specific occurrences that support the conclusion;
- Discuss the defined problem with the employee;
- Determine the employee's perspective of the situation.
- Draft a CAP that specifies what the employee must accomplish to meet the required job performance standard; give the City Administrator an opportunity to review it;
- Identify a specific timeline to meet all set requirements;
- Arrange a follow-up conference and present the CAP to the employee;
- If reasonable, revise the CAP according to the employee's input;
- Have employee sign the CAP.

Once the CAP has been implemented, the supervisor should monitor the employee's progress at appropriate intervals. If the employee's performance does not sufficiently improve under the CAP or if the employee continues to violate one or more City policies, the supervisor should proceed with disciplinary action.

COMPENSATION

Everyone wants to know how, when and what they are paid.

Paychecks

Pay periods are from the first to the last day of the month. Employees will receive their paychecks on the fifth of each month following the pay period. If payday falls on a weekend or a holiday, they are paid the last workday prior. Employees may request from the City Treasurer a monthly draw for up to fifty percent of the net pay. Draws are issued between the fifteenth and twentieth of each month. Employees may also sign up for automatic deposit of paychecks by contacting the City Treasurer. All employees must complete an individual time record showing daily hours worked to be paid properly. In the case of exempt employees, this timesheet will account for daily attendance.

Deductions from paychecks are those required by law *(e.g.,* Medicare, workers' compensation premiums, court-ordered garnishments) and those approved in writing (e.g., Union dues, insurance premiums, etc.).

Complaints or Concerns: If an employee believes there are any errors in the pay, including that they have been overpaid or underpaid, that improper deductions have been taken from the pay or the pay does not accurately reflect all hours worked, including overtime, report concerns to the City Treasurer immediately. The City will promptly investigate all reported complaints and, if appropriate, take corrective action.

The City prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law.

Employee Salary and Wage Plan

The City of Cle Elum strives to pay its employees' salaries and wages that are internally equitable and comparable to the pay scales of similar cities. While the City cannot pay City employees the same wages as larger cities, the City does consider the pay scales of other comparable cities for those job positions that are comparable to jobs at the City of Cle Elum. The City maintains an Employee Salary and Wage Plan, which is reviewed annually by the City Administrator. Changes to employee salaries and wages are approved by the City Council as part of the budget process.

When employment begins with the City, the employee will be paid a wage or salary consistent with the Employee Salary and Wage Plan and appropriate to the experience, educational background, training, and skills brought to the position. Thereafter, the employee will only receive salary and wage adjustments based upon the job performance and the discretion of the City Administrator. Depending upon the quality of the performance, an employee may receive an upward adjustment. All performance salary and wage increases shall remain within the range for that position recommended by the City Administrator and approved by the City Mayor. The eligibility for a pay increase may occur by the end of the first six months of City employment.

Longevity Pay

The City of Cle Elum strives to retain their employees and appreciate those who stay for an extended period. For those long-term employees, the City of Cle Elum has established longevity pay. For each five-year increment of continuous employment with the City of Cle Elum, regular full-time employees, and part-time employees (30 hours a week or more) will receive a longevity increase added to their base pay. Breaks in service (termination of employment greater than thirty (30) consecutive days) end longevity pay and restart the accrual process if rehired later. Longevity pay shall commence upon the anniversary date of the employee and conform to the schedule set forth below. Percentage rates are cumulative.

YEARS OF CONTINUOUS EMPLOYMENT	**AMOUNT PER MONTH ABOVE BASE PAY**
Start of Sixth (6) Year	1.0%
Start of Eleventh (11) Year	2.0%
Start of Sixteenth (16) Year	3.0%
Start of Twenty first (21) Year	4.0%
Start of Twenty sixth (26) Year and thereafter	5.0%

Educational Degree Incentive Pay

The City of Cle Elum appreciates those employees who have made the effort to extend their education beyond a High School Diploma and realize the benefit of having educated personnel. For these employees, the City of Cle Elum has established an educational degree incentive pay. All regular full-time and regular part-time employees with qualifying educational degrees from an accredited college or university shall receive additional compensation as follows:

TYPE OF DEGREE	INCREASE ABOVE BASE PAY
AA / AS	1.5%
BA / BS (or above)	3.0%

Employees shall provide the City with a copy of the appropriate diploma from the accredited educational institution awarding the degree. Employees shall be compensated for only the single highest qualifying degree.

Managerial Procedures

New employees will normally be hired at the minimum of the range for the position they were hired. However, with prior approval of the City Administrator, a new employee may be hired at a salary or wage above the minimum range when experience, training, and education warrant, but should not exceed the mid-point of the salary range. To start a new employee above the mid-point salary range (step 4 or step 5) the City Administrator and City Mayor must get Council approval first. All positions in the City should be classified and placed upon the Employee Salary and Wage Plan.

Performance salary and wage increases shall be within the maximum and minimum range recommended by the City Administrator and approved by the City Mayor.

Employees receiving an overall performance rating of "Unacceptable" or "Below Standard" shall receive no increase in their salary or wage. An employee receiving an overall performance rating of "Standard," "Above Standard" or "Exceptional" may receive a salary or wage increase based upon the recommendation of the Department Head and approval of the City Administrator.

During the fourth quarter of each year, the City Administrator may conduct a review of the total Salary and Wage Plan. As part of the review, the City Administrator may determine the minimum and maximum increases for all performance categories within the overall budgeted amount allocated for performance increases established by the City Council. The City Administrator should also confirm that the position's pay ranges are internally equitable.

The City Administrator may conduct a Salary and Wage Plan Comparability Study every three years in conjunction with the Annual Salary and Wage Plan Review. This review will determine market comparability with similar cities salaries and may also consider local area cities, and private sector salaries of comparable jobs. Based upon the annual review of the Salary and Wage Plan, the City Administrator shall recommend to the City Council for their consideration and approval of all changes to the Salary and Wage.

On Call and Call Outs

Please See Attachment "A" On Call and Call Out Policy.

Overtime and Compensatory Time Off

At the City of Cle Elum, we want our employees to work a reasonable number of hours. The regular workweek is no more than 40 working hours, but on certain occasions some overtime may be required. An employee may request not to work overtime but may not refuse to work assigned overtime. Any overtime work must be authorized by the supervisor or the City Administrator. If overtime is authorized or required, regular, full-time, nonexempt employees will be paid at one and one-half times the regular rate of pay for all hours worked more than 40 hours in one work week. Holidays, vacations, sick leave, jury duty, military leave, medical leave, maternity leave and/or other leaves of absence are not considered hours worked for the purpose of calculating overtime. An exception to this would be if an employee were called into work on a holiday. All hours worked on a recognized holiday shall be paid at a rate of one and one-half times the employee's normal rate of pay in addition to holiday pay. If overtime is authorized or required for temporary or part-time employees, they will be paid at one and one-half times the regular rate of pay for all hours worked more than 40 hours in one work week. Public safety employees (police or fire) may be subject to alternative work periods and overtime standards, as set forth in an applicable labor agreement.

Nonexempt employees who work overtime have the option to choose compensatory time off that will be accrued at one and a half hours for every hour worked in lieu of overtime pay. Employees may accrue up to 240 hours of compensatory time off (160 hours of actual overtime worked). Employees covered by a collective bargaining agreement may have different accrual limits. Compensatory time can be used at times mutually agreed to by the employee and

supervisor. Any compensatory time not used may be carried over to the next year (up to 240 hours). Upon separation of employment any compensatory time (up to 240 hours) will be paid at the current rate of pay.

Travel Time

The City does not pay for time spent commuting between home and work, even if working at different job sites. If the City requires a non-exempt employee to drive to a destination to conduct City business, and such driving time falls outside their regular work hours, the employee will be compensated for that time. Also, if required to go out of town for a meeting or training, the employee will be paid for the time spent traveling such as time spent driving from Cle Elum to the destination, waiting at airports, in flight, or traveling from the airport to the hotel.

Exempt Employees

Exempt employees are not entitled to overtime compensation for hours worked more than the normal workday or workweek. However, the City recognizes that exempt employees may incur irregular and excessive work hours due to special projects, evening meetings and emergency situations. With advance approval from the City Administrator (or the mayor in the case of the City Administrator), exempt employees may be granted time off, or compensatory time during regular work hours in recognition of such situations. Please understand that the City Mayor or Administrator ultimately decides the amount of time that may be taken off and when it may be taken. This discretionary grant of time off to exempt employees should not be interpreted nor applied as one hour off for each one hour of extra time beyond the normal work schedule.

Expense Reimbursement: Travel, Meals, Lodging, and CDL

For travel, meals, and lodging: See Attachment "C" City of Cle Elum Travel Policy.

CDL Reimbursement: For those employees where a CDL is part of their job, the City will reimburse those employees for the portion of their driver's license that is for the CDL, the CDL physical and for one (1) CDL test. Submit an itemized receipt to the department head to receive reimbursement.

Use of City Charge Cards

In its discretion, the City may issue charge cards to employees, elected or appointed officials to cover authorized travel expenses and other purchases or acquisitions. The charge card users must submit fully itemized expense vouchers using the City of Cle Elum Credit Card Expense Voucher form. Any charge not properly identified or not allowed following an audit must be repaid by the official or employee. If the amount owed is not repaid, the municipality may withhold all funds that would be payable to the officer or employee who used the charge card up to the amount of the disallowed charges. The card may not be used by any official or employee who has such charges outstanding, and it shall be surrendered upon demand of the City Clerk or City Treasurer.

The City's charge card may only be used for travel, training, local business meetings, meals, or

authorized City purchases and acquisitions. All State and City purchasing requirements must be followed when using credit cards for purchases and acquisitions. Personal expenses, entertainment, and tipping are not allowed to be purchased on a City charge card, and cash advances are prohibited. Employees and elected or appointed officials using City credit cards are responsible for promptly reporting lost or stolen credit cards to the credit card company and the City Clerk or City Treasurer.

Please return the City's charge card to the City Clerk's office within 2 business days after returning from conducting City business. Within ten days of the return of the charge card to the City Clerk's office, the official or employee of the City who used the card must submit a fully itemized "Credit Card Expense Voucher." All employee expenditures require approval by the appropriate Department Head (or their designee) or by the City Administrator.

BENEFITS

Medical Benefits

The City endeavors to provide competitive benefits to its eligible employees and their dependents. All regular full-time employees and regular part-time employees who work 20 hours a week or more are eligible. Information regarding current benefits and coverage is available from the City Treasurer. Employees are responsible to pay ten percent (10%) of the Medical Plan Premiums for employees and dependents (including but not limited to Medical, dental and Vision). These premiums will be deducted from the employee's paycheck. In cases where an employee is out on unpaid leave, the employee is still responsible for paying the employer the ten percent (10%) premium. After 12 weeks, the employee will pay 100% of the Medical Plan Premiums. If considered a major event, this may be extended upon the approval of the Administrator or Mayor.

In compliance with COBRA (the Consolidated Omnibus Budget Reconciliation Act), for those employees covered by the City's group health insurance plan, the City will offer continuing health care coverage on a self-pay basis to employees and their dependents following termination (for reasons other than gross misconduct, as defined by the statute), a reduction in hours, retirement, death or divorce from a covered spouse/domestic partner, legal separation, or a child losing dependent status. It is the responsibility of the employee to notify the City Treasurer of a change due to one of these events within 30 days of the qualifying event.

Department of Retirement Systems

City employees may be eligible to participate in the retirement plans offered by the Department of Retirement Systems (DRS). Employees will participate in the Public Employees Retirement System (PERS) or the Law Enforcement Officers and Fire Fighters (LEOFF) plan depending upon the position they hold. The City and the employee each pay into the retirement system an amount based upon a percentage of the employee's monthly wages. A statement regarding contributions to the retirement system is issued by DRS. Participation in the appropriate retirement plan is mandatory based upon the rules established by DRS.

Deferred Compensation

The City offers a deferred compensation plan through the Department of Retirement Systems (DRS). A deferred compensation plan is a government approved retirement savings incentive program that lets an employee earn and invest money now but does not pay federal income tax on it until later. There is an option of having automatic payroll deductions applied to a Deferred Compensation Plan. There is usually a one-month delay in enrollment, check with DRS for all plan details.

VEBA

VEBA is a health reimbursement plan that reimburses out-of-pocket healthcare costs incurred by employees and their eligible dependents. The tax objective of this type of plan is to enable the City to make tax-fee deposits on the employee's behalf.

The City shall pay into a VEBA account on behalf of each non-union employee eligible to receive medical benefits the sum of two hundred fourteen ($214.00) dollars per month. This amount shall not be considered as part of the employee's salary.

Retiree's Welfare Trust for Chief of Police

The City shall contribute to the Retiree's Welfare Trust in the amount of one hundred seventy-five ($175.00) dollars per month on behalf of the Chief of Police. The amount provides this employee with an RWT-XL retiree plan in accordance with the signed agreement with Northwest Administrators, Inc.

Tool Stipend for City Mechanic

The City recognizes a benefit when employees provide all or most of the tools needed to perform their job duties. Therefore, when the City Mechanic provides all or most of the tools required to perform the duties of the job and approved by the City Administrator and Public Works Director a $100 per month stipend will be given. No stipend will be paid during periods of unpaid leave.

Safety Footwear

The City Administrator working with the department Director will determine the employees that are required to wear safety footwear as essential Personal Protective Equipment (PPE). These employees may include workers in the Public Works department, building Inspections, or other 'in-the-field' workers. Those employees will receive an annual allowance of up to $225.00 per pair.

Approved Safety Footwear include:

- Substantial boot made of leather or equally firm material.
- Sole and heel designed and constructed for slip resistance.
- Extend above the ankle for over the ankle support.
- Rubber or Gore-Tex style boots are acceptable when working in wet conditions.

- Meet ASTM F2413-05 or ANSI 41 standards.
    - ❖ (This standard will be printed on the boot or attached in some manner.)

The approved safety footwear and receipt must be submitted to the department Director and /or City Administrator for final approval before reimbursement can be issued. Reimbursement will be made on the following months' paycheck.

TIME OFF

Sick Leave

Sick leave is provided as an employee benefit to aid employees. Its use is restricted to qualifying situations. Employees are encouraged to accumulate sick leave to carry them through unforeseen injuries or illnesses. Sick leave abuse may result in disciplinary action. The ability to work regularly is a requirement for continued employment.

If an employee is away from work using sick leave for more than three (3) consecutive days, the employee must provide a written statement from the appropriate medical personnel. This written statement must be given to the department head prior to returning to work.

Regular full-time employees accrue sick leave benefits at rate of eight (8) hours for each calendar month of continuous employment; their sick leave accrues at the end of each pay period. Regular part-time employees accrue sick leave benefits on a pro-rata basis according to hours worked during the previous month. Employees do not accrue sick leave benefits during a leave without pay. Temporary employees will accrue sick leave at the rate of one hour for every 40 hours worked.

Accrued sick leave shall be reported on the employee's regular payroll statement of earnings in hours and/or fractions of an hour to the nearest 15-minute increment. It is the responsibility of the employee to report any discrepancy to the City Treasurer. Sick leave may not be used before it accrues.

There is no limit to the maximum amount of accumulated sick leave; however, upon separation from City employment employees will only receive 25% of accrued and unused sick leave up to 240 hours.

The buyout of sick leave is paid at the current rate of pay. As an option the employee may elect to have the buyout amount placed into a medical expense account such as VEBA.

Any regular full-time or regular part time employee who is on sick leave and is eligible for workers' compensation will coordinate with any other form of leave pay to an amount equal to the difference between the employee's regular salary and those monies paid by the State, UEBT or any other agency. No employee will receive more than 100% of the regular compensation they would have received had the employee been on the job. Any employee receiving other compensation that exceeds 100% of their regular salary will be required to turn in such excess

compensation to the City and will be credited appropriate sick leave.

Allowable uses of sick leave: Sick leave shall be paid at the employee's regular straight time base/hourly rate of pay, and may be used for the following conditions in addition to any situations granted by law:

(1) Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);

(2) Care for an employee's immediate family member where the immediate family member has a serious or emergency health condition;

(3) Care of an employee's dependent child with health condition require supervision or treatment (dependent child, in this instance, includes all children living with the employee and dependent on the employee for continuous care. Children over the age of 18 but unable to care for themselves due to a disability are included in the definition of dependent children);

(4) Medical or dental appointment for the employee, dependent child, or the employee's immediate family member;

(5) Exposure to contagious disease where on-the-job presence of the employee would jeopardize the health of others;

(6) Use of prescription drug which impairs job performance or safety;

(7) When the City has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(8) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Vacation Time

We all need time away from the job, to enjoy travel, family time, or just to rest and relax. Vacation time is accrued from the day the employee starts working for the City, and it may be used after successful completion of the first six months of actual service to the City. Vacation must be scheduled with the advance approval from the department head or from the City Administrator to limit interference with the operations of the City. Vacation time may be taken in one-half hour increments.

Vacation accrues according to the following schedule for regular Full Time Employees and will be prorated for Regular Part Time Employees.

Temporary employees shall NOT be entitled to vacation time:

YEARS OF CONTINUOUS EMPLOYMENT	MONTHLY ACCRUAL
First Year	6.66 hrs.
Start of Second Year	7.32 hrs.
Start of Third Year	8 hrs.
Start of Fourth Year	8.66 hrs.
Start of Fifth Year	9.32 hrs.
Start of Sixth Year	10 hrs.
Start of Seventh Year	10.66 hrs.
Start of Eighth Year	11.32 hrs.
Start of Ninth Year	12 hrs.
Start of Tenth Year	12.66 hrs.
Start of Eleventh Year and thereafter	15 hrs.

Maximum accrual of vacation leave is 300 hours. An Employee is allowed to accrue time more than this amount but will expire at midnight on December 31st of each year unless the employee was prevented from using requested vacation time due to the demands of the City. Upon death, termination, or retirement, the beneficiary will be paid at the current rate of pay for unused vacation time not to exceed 300 hours. No vacation time accrues during periods of unpaid leave.

Use of Accrued Leave to Care for Sick Family Member

Consistent with the Washington Family Care Act, employees may use their choice of any accrued leave (e.g., vacation or sick leave) that they have available for their own use to care for their child, spouse, registered domestic partner, parent, parent-in-law or grandparent.

An employee may use available paid time off to care for their child where the child has a health condition requiring treatment or supervision, or where the child needs preventive care (such as medical, dental, optical or immunization services).

An employee may use available paid time off when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has a "serious or emergency health condition", which are

conditions:

- Requiring an overnight stay in a hospital or other medical care facility;
- Resulting in a period of incapacity or treatment or recovery following inpatient care;
- Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
- Involving an emergency (i.e., demanding immediate action).

Employees are required to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. The City reserves the right to require verification or documentation confirming a family member's serious or emergency health condition when available leave is used to care for that family member.

Paid Family Medical Leave Act

Paid Family and Medical Leave Act, Chapter 50A.04 RCW, is a mandatory statewide insurance program that will provide almost every Washington employee with paid time off to give or receive care. If an employee qualifies, this program will allow the employee to take up to 12 weeks, as needed, if:

- Welcome a child into the family (through birth, adoption, or foster placement)
- Experience a serious illness or injury
- Need to care for a seriously ill or injured relative
- Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment. For specifics on military-connected paid leave, visit www.dol.gov/whd/regs/compliance/whdfs28mc.pdf

If faced with multiple events in a year, an employee might be eligible to receive up to 16 weeks, and up to 18 weeks if they experience a serious health condition during pregnancy that results in incapacity.

The Washington State Employment Security Department administers this benefit. For more information visit: https://paidleave.wa.gov/get-ready-to-apply/

Payment of Premiums and Supplementation

An employee receiving Washington Paid Family and Medical Leave payments during a family and/or medical related leave shall use only the number of leave hours that, together with the Washington Paid Family & Medical Leave benefits payments, represents the employee's normal pay for the same period. In no event shall the accumulation of leave and Washington Paid Family & Medical Leave income result in any employee receiving income more than 100% of their regular straight-time income for the same period. If the employee elects to use paid leave to

supplement the employee's earnings, the employee must notify the City Administrator at the start of their Washington Paid Family & Medical Leave.

Taking Leave

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work. While on leave, the employee is entitled to partial wage replacement. That means they will receive a portion of their average weekly pay. The benefit is generally up to 90 percent of their weekly wage, with a minimum of $100 per week and a maximum of $1,000 per week. They will be paid by the Employment Security Department rather than by the City.

Work Related Injury or Illness

The City has enrolled into a Return on Industrial Insurance (R.O.I.I.) select program through the Building Industry Association of Washington (BIAW). As a member of this program the city will pay regular wages to an employee who is unable and restricted from all work by their attending physician because of a work-related injury or illness for up to 30 days. During this 30-day period the employee must report to their supervisor on a weekly basis. After these 30 days the city will provide modified duty work 'light duty' to the employee when the worker is unable to return to their regular job. These light duty activities will coordinate with the restrictions from the attending physician. The City reserves the right to not re-enroll in this R.O.I.I. program at any time.

Shared Leave

One of the things that makes the City of Cle Elum a special place to work is that employees care about each other. The City of Cle Elum has a leave sharing program in place to permit employees to assist each other when the employee or a family member has a medical crisis. Under this program, an employee may donate accrued sick leave or vacation to another employee when the employee is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness or injury, which would otherwise require the employee to take leave without pay or terminate employment. The maximum amount of shared leave which may be received by any given employee is 161 days, depending on the circumstances, as determined by the City Administrator. If an employee donates leave, they must keep a reserve of eighty (80) hours in their leave bank. If an employee requests the use of shared leave, they may be asked to provide medical documentation of the necessity of the leave. For additional information regarding the details of this program please contact the City Treasurer.

Managerial Procedures

Employees wishing to donate accrued vacation or sick leave-to another employee, should obtain an Employee Leave Request/Overtime Hours Report form and note "donation" under section one "Other" category.

Employees who have not abided by the City's sick leave policy may not be eligible to receive shared leave. Shared leave may be appropriate if the employee has depleted or will deplete their total accrued vacation, sick leave, compensatory time, holiday time and/or paid leave. Shared leave is not appropriate for employees receiving worker's compensation benefits.

The Department Head, City Administrator, City Treasurer, and the employee will work together to determine the amount of shared leave necessary. The employee will provide appropriate medical justification and documentation which supports the necessity for the leave of absence and the duration of the absence. In no event may an Employee donate sick leave or vacation time that would result in their combined remaining vacation and sick leave amounts falling below eighty (80) hours. Transfers will be in increments of one hour of leave. All donations of leave are voluntary.

While an employee is on shared leave, they will continue to be classified as a City Employee and shall receive salary and benefits as they would otherwise receive if using vacation or sick leave. All salary benefit payments made to the employee on a shared leave shall be made by the department employing the person using the shared leave. Vacation and sick leave shall be transferred on a dollar-for-dollar basis. The value of the leave shall be determined at the current hourly wage of the transferor and the leave available to the receiving employee shall be calculated at the receiving Employee's wage. In no event will any unused shared leave be paid to the employee requesting it in the event of leaving the City's employ.

The City Treasurer is responsible for computing the values of donated leave and shared leave, as well as for adjusting the accrued leave balances to show the transferred leave. Records of all leave time transferred will be maintained in the event any unused time is returned later. The value of any leave transferred which remains unused will be returned at its original value to the Employee or Employees who donated the leave. The City Treasurer will monitor the program and maintain all shared leave records to ensure impartial treatment of all City Employees. Inappropriate use of the provisions of this policy may result in the cancellation of the donated leave or use of shared leave.

Holidays

Regular full-time, part-time, and temporary employees receive paid time off commensurate with regularly scheduled shifts (4, 6, 8, 10, etc.) and pro-rated paid time off respectively on all legal holidays per City policy. They are: New Year's Day, Martin Luther King Day, President 's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve Day, and Christmas Day. If a holiday falls on Saturday, the employee will receive Friday off; if on Sunday, they will receive Monday off. If an employee is required to work on a paid holiday, they will receive regular holiday pay plus be paid one- and one-half times the normal wages for every hour worked that day. Should state law be amended to mandate any additional holidays for employees, this section would be amended accordingly.

Employees also receive one paid floating holiday commensurate with their regularly scheduled shift (4, 6, 8, 10 etc.), after completion of six months of actual service to the City. Temporary employees do not receive a floating holiday benefit. This floating holiday may be used at any approved time but must be used before midnight December 31st or be lost. Floating holiday

hours may not be accrued from year to year. Employees on unpaid leaves of absence are ineligible to receive any holiday compensation. An employee must be on paid status the day before a holiday to receive holiday compensation.

Unpaid Holidays for reasons of Faith or Conscience

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which they desire to take the two unpaid holidays after consultation with their supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days they have selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by the Office of Financial Management.

If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee's supervisor a minimum of 5 business days prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee's supervisor. The employee's supervisor shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" developed by rule of the Office of Financial Management.

The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

Bereavement Leave

The City affords regular full-time and regular part-time employees time off with pay in the event of a death in the employee's immediate family. The employee's immediate family is defined as the employee's spouse, parents, stepparents, children, stepchildren, grandchildren, great-grandchildren, brothers, sisters, stepbrothers, stepsisters, son in-law, daughter in-law and grandparents. The term also includes a spouse's parents, stepparents, brothers, and sisters. Unusual circumstances shall receive individual consideration. In the event of a death in an eligible employee's immediate family, the employee may receive up to five (5) days of Bereavement Leave with pay.

Employees on Bereavement Leave shall continue to accrue Sick Leave and Vacation benefits. Bereavement Leave is not cumulative nor payable upon termination of employment. The period of Bereavement Leave may be extended using accrued Vacation time, or if warranted, Sick leave for a maximum of five (5) additional days.

Jury Duty Leave

Serving on a jury is a fundamental responsibility of citizenship, and the City supports this important role in our society. However, to ensure that we can provide proper service to the public, if an employee receives a notice for jury duty service, please contact the City Administrator as soon as possible so that appropriate scheduling needs can be met. If the absence would pose a significant hardship for the City, they may be asked to request a postponement of jury duty from the court. Jury duty leave is paid at the regular rate for the time employees are required to serve, less juror's fee received (excluding juror expense payments). Employees are expected to report to work on any day that they are released from service with four or more hours left in their regular shift.

Military Leave

We recognize the importance of enabling employees to serve in the military without adverse consequences on their jobs. An Employee who is a member of the Washington National Guard, the Armed Forces, or of any organized reserve of the United States are entitled to a paid military leave of absence for a period not to exceed 21 working days during each year beginning October 1 and ending the following September 30. Military leave more than the 21 days of paid time off will be unpaid unless the employee elects to use accrued leave. All benefits continue to accrue during military leave of less than 30 days.

An employee who enters the state or federal armed services for an extended tour of duty is eligible for an extended, unpaid military leave of absence, which may continue for up to five years, unless otherwise provided under federal law. Employees may use all accrued but unused vacation benefits as soon as their extended military leave begins. All insurance benefits will end on the last day of the month in which the extended military leave begins but the employee may extend medical coverage under COBRA if desired. Employees who leave work to serve in military duty are entitled to reemployment and benefit resumption consistent with relevant state and federal laws.

Employees should notify their supervisor as soon as they receive notice of the need to report for military duty or training and should provide the supervisor with a copy of military orders.

Leave for Spouses/Domestic Partners of Military Personnel

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while their spouse or domestic partner is on leave from deployment, or before and up to deployment. The purpose of this leave is to support the families of military personnel by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of their intent to take leave within five business days of receiving official notice that the employee 's spouse/domestic partner will be on leave or of an impending call to active duty. The employee may substitute any eligible accrued leave for any part of this military leave.

Pregnancy/Childbirth Disability Leave

An employee will be granted leave for the period that they are temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. Pregnancy/Childbirth Disability leave is unpaid, provided that an employee must use her accrued paid leaves before the unpaid portion of the leave begins. Employees may be eligible for Paid Family Medical Leave and should consult https://paidleave.wa.gov/

Leave Due to Domestic Violence or Sexual Assault

This leave is available to an employee who is a victim of domestic violence, sexual assault, or stalking. It is also available to employees with a family member (child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship) who is a victim of domestic violence, sexual assault, or stalking. A reasonable amount of leave may be taken, and is available in blocks, intermittently, or on a reduced leave schedule. Domestic violence/sexual assault leave is unpaid, although an employee may elect to use the employee's accrued paid leave in connection with such leave.

Domestic Violence/Sexual Assault Leave may be taken for the following purposes:

- To seek law enforcement or legal assistance or to prepare for or participate in any legal proceeding related to domestic violence, sexual assault, or stalking;
- To seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member;
- To obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services;
- To obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking; or
- To participate in safety planning, to relocate temporarily or permanently, or to take other actions to increase the safety of the employee or family member relating to domestic violence, sexual assault, or stalking.

When possible, employees must give advance notice of the intention to take leave. If advance notice is not possible, employees (or their designees) must give notice of the need for this leave no later than the end of the first day the employee takes the leave. The City may require verification to support the need for the leave. Except where disclosure is authorized or required by law, the City will maintain confidentiality of all information provided by the employee in conjunction with Domestic Violence/Sexual Assault Leave.

Disability Leave

Medical leaves of absence may be granted to employees who are unable to perform the essential functions of their position due to a disability as a reasonable accommodation unless the City concludes the additional leave would impose an undue burden on the City's business. A written request for a medical leave of absence must be provided to the City Administrator along with a doctor's certification indicating the nature of the disability, its impact on the employee's ability

to perform the essential functions, the need for leave as a reasonable accommodation and the anticipated length of absence.

An employee on leave of absence status shall continue to accrue continuous service but does not accrue Vacation or Sick Leave and is not paid for Holidays. Health and life insurance coverage will cease unless the employee pays the applicable premiums; details regarding COBRA coverage would be provided at that time. The City will discontinue health insurance and other insurance coverage for employees and their dependents, if the employee does not return to work after the agreed upon end of the leave of absence (again, subject to COBRA rights).

Leave without Pay

Occasionally, an employee may need time off from work for personal reasons that are not covered by any other benefit or leave of absence. In those circumstances, the City may grant leave without pay for a specified period, generally up to three months. Requests for leave without pay must be submitted to the appropriate Department Head in writing, who will forward the request to the City Administrator with comments for a final decision. Leaves without pay are in the sole discretion of the City Administrator. The circumstances determine the length of leave. Accrued vacation and compensatory time must be exhausted before an unpaid leave is granted. Where the needs of the City require, leave may be granted without a guarantee of return to the employee's job.

An employee on leave of absence status shall continue to accrue continuous service but does not accrue Vacation or Sick Leave and is not paid for Holidays. Health and life insurance coverage will cease unless the employee pays the applicable premiums; details regarding COBRA coverage would be provided at that time. The City will discontinue health insurance and other insurance coverage for employees and their dependents, if the employee does not return to work after the agreed upon end of the leave of absence (again, subject to COBRA rights).

EMPLOYEE RESPONSIBILITIES

Here is a summary of what the City expects from employees.

Personal Appearance

Employees with a neat, clean appearance are important to our operation, especially when those employees are dealing with the public. How employees look is the image the public has of the City of Cle Elum. Employees should wear clothing appropriate to their job and present an appropriately professional image. In no case will shorts be an appropriate image.

Some employees may be required to wear specific types of clothing, due to the nature of the job or safety requirements. If in doubt, ask the supervisor for assistance in determining what is appropriate.

Computer Usage

City employees may use computers extensively in their job. A few rules are necessary so that

everyone can get the maximum benefit from the City's investment in technology. Also see the "Technology Acceptable Use Policy" in the back of this handbook.

Software

To protect the City of Cle Elum's computer system from viruses and ensure that the software used is compatible with City computers, only software purchased or approved by the City may be installed on City computers. Before installing any software not purchased by the City, check with the City Administrator. Software purchased by the City is for legitimate City business use only. It may not be copied or taken home.

Copyright Compliance

Software is protected from unauthorized duplication by law. The City of Cle Elum respects the legal rights of software developers and expects employees to do the same. No employee may duplicate software, or otherwise use software other than in accordance with the terms of its license. Software that has been duplicated without authorization may not be installed on City computers.

Electronic Media and Internet Usage

The City provides communication resources including computing resources, electronic mail (email), internet access, mobile devices, and other electronic communications equipment (collectively referred to as City Technology Resources) to employees to assist in and facilitate City business and communications. The primary purpose of the City's network and systems is to provide service to the public as part of the City's business, in a manner that is consistent with the City's vision and values. DE Minimis, incidental personal use of the City's Technology Resources by employees is permitted if accomplished in compliance with the provisions of this policy, as set forth below. This policy does not address all required, allowed, or prohibited behaviors by employees, but covers common examples. In general, the City relies on the good judgment of its employees to ensure that City Technology Resources are used in the public's best interest.

No Expectation of Privacy. By using the City's technology employees acknowledge and agree that they have no expectation of privacy or confidentiality in their use of these systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored, or transmitted during an employee's incidental personal use of the technology as permitted under this policy. Employees further agree that they are aware of, understand and will comply with the provisions of this policy, and that their use of the technology can and will be monitored and any data that they create store, or transmit on or over City systems may be inspected by City management at any time. Employees should understand that certain email messages, other electronic communications, and documents created on City computer systems may be considered a public record subject to disclosure and/or subject to discovery in the event of litigation.

Ownership and Confidentiality. All software, programs, applications, templates, data, data files and web pages residing on City computer systems or storage media or developed on City computer systems are the property of the City. The City retains the right to access, copy, modify, destroy, or delete this property. Data files containing confidential or sensitive data must be treated accordingly and must not be removed from the workplace without proper

authorization.

Acceptable Uses of City's Technology Resources. The City's technology is to be used by employees or volunteers for City business. DE Minimis, incidental personal use may be permitted where, in the judgment of the employee's manager, such use does not interfere with employee or department productivity, nor distract/take time away from the worker or co-workers assigned work. DE Minimis, incidental personal use means: (1) it is occasional and of short duration; (2) it is done on an employee's personal time, such as on a lunch break; (3) it does not interfere with job responsibilities; (4) it does not result in any expense to City; (5) it does not solicit for or promote commercial ventures; (6) it does not utilize excessive network resources; and (7) it does not constitute any prohibited use, as discussed below.

Prohibited Uses of the City's Technology Resources. Use of the City's technology to engage in any communication that violates federal, state, or local laws or regulations, or any City policy, is strictly always prohibited. In addition, the following uses of City's technology are inappropriate and are always prohibited, unless specifically exempted below:

1. Personal business or commercial use (meaning use that benefits an employee outside employment or commercial business);

2. Accessing, receiving, or sending pornographic, sexually explicit, or indecent materials, including materials of an offensive nature;

3. Usage for any type of unlawful harassment or discrimination, including the transmission of obscene or harassing messages to any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability, or other protected status;

4. Gambling;

5. Usage for recreational purposes including the loading of computer games or playing online games;

6. Usage that precludes or hampers City network performance; such as viewing or listening to streaming audio and/or video unless for City business, such as for online training;

7. Unauthorized copying or downloading of copyrighted material;

8. Usage that violates software license agreements;

9. Downloading of software programs unless specifically approved by applicable Manager and coordinated with the IT Manager;

10. Usage for political purposes, including partisan campaigning;

11. Sending anonymous messages and/or misrepresenting an employee's name, position, or job description;

12. Deliberately propagating any virus, worm, Trojan horse, malware, spyware, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City's networks or systems, or those of any other individual or entity;

13. Releasing misleading, distorted, untrue or confidential materials regarding City business, views, or actions;

14. Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;

15. Use of Technology Resources for personal use beyond a DE Minimis amount or in any manner to deprive others of system use or resources, including, but not limited to, the sending of bulk email for other than official business or forwarding "chain letter" emails of any kind;

16. Connecting to the City's network, or any specific software package, utilizing somebody else's security identification login information to gain alternate security permissions;

17. Any personal use, even if incidental, that results in expense to the City;

18. Usage that violates the guidelines set forth in the Standards of Conduct described in this Handbook.

Any employee who violates these policies could be subject to disciplinary action, up to and including termination. In addition, employees may be held personally liable for damages incurred because of copyright and licensing requirements.

Downloading Files from the Internet or Opening Email Attachments. Downloading files from the internet or opening email attachments from sources outside the City can lead to spyware and/or virus attacks that can severely damage or degrade the City's network and/or data. Anti-virus and anti-spyware software do not guarantee that all spyware is blocked, or that all viruses are caught. If downloading a file and a message is received that a virus or spyware has been detected, contact the IT Network Administrator immediately for assistance. Similarly, if an email is received with a suspicious attachment, or from an unusual source, notify the IT Network Administrator before opening it. If an employee notices that the computer is behaving strangely or suspect spyware or a virus, notify the IT Network Administrator.

Finally, employees are expected to not use personal cell phones, personal data devices, smartphones, tablets, or similar devices during working time for personal business or commercial use.

Security

Employees are responsible for Internet access and the messages sent from their account. Please log off before leaving the computer unattended. Also bear in mind that the use of aliases while using e-mail or accessing the Internet is prohibited. It is also inappropriate to misrepresent an employee's job title, job description, or position. To prevent unauthorized use of the employee's computer, do not give out the password to anyone and change the password on a regular basis.

Computer Usage Supplement : Email & Internet Etiquette Tips

The following tips are intended to provide employees with a tool when using e-mail and/or the Internet. These tips supplement the City of Cle Elum's Computer Usage Policy.

Using electronic communications, we can embrace a new "spirit of community" within our City, as well as build and enhance relationships directly with our customers. Therefore, be as courteous, friendly, and thoughtful as in person. Employees should always represent themselves as themselves - never someone else.

Use of the Internet wisely. The Internet should only be used as follows:

- Research on work related topics/issues
- Investigating City-related topics or practices of another City
- Sending/receiving documents outside the City
- City related purchasing
- Communicating with vendors, media, council members, residents, other external constituencies
- Other work-related activities and information gathering

Consider the audience. Send e-mail messages only to those who need the information. This is particularly important when sending a broadcast announcement to a large group of people. Simply sending a message to City server group names without understanding the people affected, potentially results in many individuals receiving and processing useless information.

Keep it brief. Learn to compose messages like a journalist writing an article. Focus on the facts, placing the most important information at the front of the memo. Attach additional information (spreadsheets, word processing documents, and graphics) via files, but pay attention to size. File attachments which are too large can be difficult or impossible to retrieve.

Remember, E-mail and the Internet are public, not private. Any message sent via email can be reviewed by a third party. Therefore, do not send anything that would be uncomfortable to communicate in public.

Be responsive. If an employee receives a message which requires their attention and response, reply to the sender within a reasonable time frame. Even if an employee cannot provide the answer to a question, let the individual know that it is being worked on.

Cellular Telephones

The City may require employees to use a cellular telephone in the performance of their job or in

emergency situations. In either case, the City shall pay the expenses related to the purchase, lease, or rental of a cellular phone. Please see the City Administrator about the procedures for purchasing the cellular telephone and related equipment and maintaining it in the City's inventory. Employees are responsible for taking reasonable precautions to prevent equipment theft and vandalism, including always securing the equipment in a proper manner.

Use of City-Owned Cellular Telephones

The City provides cellular telephones to certain employees to improve both the services provided to the community and communications with other City employees for City business. Therefore, City-owned cellular phones shall only be used for City purposes and/or in the event of an emergency. If personal calls have been made on the cellular phone, employees must reimburse the City immediately following receipt of an invoice and prior to the time payment is due to the cellular telephone service provider. Payment shall be made to the City on a City Treasurer's receipt for permanent record keeping.

Remember that cellular telephones are not a secure method of transmitting information. Employees are therefore expected to use discretion in relaying confidential information. The City reserves the right to monitor the use of all City-owned telephones. If it is determined that

there is an abuse of City-owned cellular telephones, then appropriate disciplinary actions will be taken.

Use of Personal Cellular Telephone to Conduct City Business

Personal cellular telephone usage for City business must be authorized in advance in writing by the Department Head and the City Administrator. Generally, employees will not be reimbursed for any business-related calls unless they have received such prior written approval. All requests for reimbursement shall additionally be subject to approval by the Department Head or another member of the City's management team. By using personal cellular telephone, the employees assume full responsibility for all personal costs associated with the use of cellular telephone service unless other arrangements are approved by the City Administrator.

Managerial Procedures

When determining whether an employee should be **required** to use a cellular telephone in the course of a job, the following factors should be considered: 1) usage costs for a cellular telephone versus alternative communication choices like pagers, voice mail, etc., and 2) the level of employee need; i.e., determine what the phone will be used for, how often will the telephone be used, the ramifications of not having a cellular phone, etc.

Cellular telephone acquisition and usage must be budgeted annually in the City's operating budget and reviewed periodically for a more cost-effective service provider or a better method of communication. If a less costly, safer, or more convenient alternative is made available, cellular telephone usage will be discontinued.

Use of City Property

City supplies and equipment must be conserved for the authorized conduct of official business and for such services as are available to the public generally. By state law, they are not for personal use. City stationery supplies and postage may not be used for personal mail.

If an employee is entrusted with City equipment, materials, or property to use in their job, they are responsible for its proper use and maintenance. If they need to borrow or take-home City property for City business, they must have authorization from the supervisor.

All communications technology is the property of the City and should be used only for official business. Please limit incoming and outgoing personal phone calls to necessary calls and keep them to a minimum. When personal, long-distance use is unavoidable, employees should call collect or charge the call to a home telephone or personal credit card, if possible, or log the user charges and reimburse the City for them. Employees are responsible for all charges incurred and are required to reimburse the City for long-distance charges in the following billing cycle. Other City equipment, including vehicles, should be used by employees for City business only. An employee's misuse of City services, telephones, vehicles, equipment, or supplies can result in disciplinary action including termination.

The City may provide a locker, cabinet, or desk for personal belongings. Only City-provided locks may be used on these facilities. The City reserves the right to inspect City-owned property with or without notice, for legitimate business reasons. The City is not responsible for employee valuables, vehicles, or personal possessions brought onto City property.

Standards of Conduct & Discipline

We all succeed at the City when we respect the needs and interests of the public, the City, and our co-workers. While the City management generally believes in progressive discipline, which calls for appropriate discipline in appropriate circumstances, the City reserves the right to review each situation independently and to decide on what it deems to be appropriate discipline in all cases, up to and including discharge. The City may use "coaching" or counseling initially, to be followed by more serious discipline (such as written reprimands, disciplinary probation, suspension, or discharge), if the City determines that the situation is not improved or becomes more flagrant. However, in each situation, the City reserves the right to skip one or more of the steps described below. The decision to use progressive discipline in each case is an attempt to improve the performance or behavior but does not change the at-will nature of the employment relationship. For represented employees, the City adheres to procedures set forth in the applicable labor agreement.

Some examples of conduct that may lead to discipline or discharge include:

- Insubordination;
- Unauthorized release of City, customer, or co-worker information;
- Swearing or verbal abuse while on City premises or representing the City;

- Falsification of any work, personnel, or other City records;
- Unauthorized taking or removal of City funds or property;
- Dishonesty;
- Discrimination against or harassment or retaliation of co-workers, vendors, or members of the public;
- Possession, consumption, or being under the influence of alcohol or a controlled substance at work, on City premises or while representing the City;
- Deliberate damage to or misuse of City property;
- Bringing a weapon onto City property;
- Fighting or threatening to fight with another employee;
- Serious misconduct of any kind;
- Poor performance;
- Excessive absenteeism or tardiness or failure to report in when absent or tardy;
- Failure to comply with safety or security rules and procedures;
- Violation of City policy;
- Improper handling of cash or other financial transactions;
- Sleeping on the job;
- Failure to report immediately to the supervisor any accident or injury which occurs on the job;
- Failure to report to work for three (3) consecutive workdays without prior notification to the City in the absence of a bona fide reason will be considered job abandonment; and
- Smoking in non-smoking areas or in City vehicles.

These examples are not all-inclusive; other behavior may also be grounds for discipline or discharge.

Managerial Procedures

Verbal Counseling. Supervisors should normally notify employees verbally at least once if the employee commits a less serious offense or the supervisor sees an unacceptable trend in performance or conduct. A memorandum covering the conversation should be prepared by the

supervisor for inclusion in the Employee's personnel file, and a copy of the prepared memorandum should be provided to the employee.

If the employee's performance or conduct improves, and no further verbal counseling or other disciplinary action on any issue is required for twelve months of actual service to the City thereafter, the memorandum shall be removed from the Employee's personnel file.

Written Warning. If an employee's inadequate performance or conduct does not improve following verbal counseling, or if an employee commits a serious offense, the supervisor, after consultation with and approval from the City Administrator, should issue a formal written warning to the employee. The employee should receive the original Written Warning, and a copy should be placed in the employee's personnel file.

If the employee's performance or conduct improves, and no further verbal counseling or other disciplinary action on any issue is required for twelve months of actual service to the City thereafter, the Department Manager may request that the Written Warning be removed from the Employee's personnel file. The final decision rests with the City Administrator.

Suspension. There may be times when a suspension is appropriate. All suspensions require the advance approval of the City Administrator. Suspensions for non-exempt employees should be issued by the Department Head or designee. Only the City Administrator or designee may suspend an exempt employee. A non-exempt employee may be suspended without pay for a period normally not to exceed five (5) work shifts. An exempt employee may be suspended without pay in increments of full workweeks. Circumstances warranting a suspension include, but are not limited to, the following:

- When the City determines the situation or violation poses an imminent danger to persons or City property or disruption to City operations.

- When the City believes that effecting a suspension may resolve a situation short of termination.

Termination. If an employee fails to respond to verbal counseling and/or a written warning of inadequate performance or conduct, or if an employee commits a serious offense, the Employee may be terminated. All proposed termination actions must be reviewed by the City Administrator and receive endorsement by the mayor.

Administrative Leave. The City may place an employee on administrative leave with pay for an indefinite period, as determined by the City Administrator to be in the best interest of the City during the period of an investigation or other administrative proceedings. The City may require the employee to be available during their regular work shift while on administrative leave.

Employee Suggestions and Concerns

We all benefit when employees have an opportunity to share both suggestions for improving our operations, and concerns about problems they may be having.

If employees have an idea for improving the way we do things here at the City of Cle Elum, please share it. It is always appropriate to share such ideas informally with co-workers and/or supervisor. We also encourage employees to write suggestions down and submit them to the City Administrator.

It is our intent here at the City of Cle Elum to try to do what is always fair and reasonable in our day-to-day relations with our employees. To that end, all employees, including supervisors, are urged to use the City of Cle Elum Employee Concern System to address work-related concerns. A "concern" is any question or dispute regarding the interpretation or application of the City's personnel policies and procedures, or other work-related situation. We encourage employees to raise all work-related concerns. Employees will not be retaliated against for raising concerns through this process. Concerns regarding Discrimination, Harassment and Retaliation should be raised through the complaint procedure specific to those concerns. Represented employees should use the grievance procedures in their labor agreements.

City of Cle Elum Employee Concern System for all other concerns is set forth below. Steps must be taken in succession.

Step One: Employee Supervisors

Each employee is encouraged to take up their own employee concern with their immediate supervisor. To be sure that we are dealing with current information, please try to raise any concerns within two working days of the occurrence or date the employee becomes aware of it. If the concern is resolved at this step, the supervisor should place a memo in the personnel file regarding the resolution. If concern involves the immediate supervisor in a way that is reluctant to discuss it with them, please go directly to Step Two. If the supervisor does not respond or their response seems unreasonable or not satisfactory, go on to Step Two.

Note: The multi-level supervisory command structure of the Police Department shall apply for all uniformed and non-uniformed police employees as Step 1.

Step Two: City Administrator

If the concern cannot be resolved at Step One, the employee, supervisor, or Department Director may refer it to the City Administrator. After the matter has been studied, and the City Administrator takes whatever steps they deem appropriate, they will then issue a written response to the employee, generally within 20 working days of receipt of the concern at Step Two. The decision of the City Administrator will be final and binding. The final resolution will be noted in the employee file.

Reporting Improper Governmental Action

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, the City of Cle Elum encourages employees to disclose any improper governmental action taken by City officials or employees without fear of retaliation. The policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City,

with a process provided for speedy dispute resolution.

Key Definitions:

Improper Governmental Action: any action by a municipal official or employee that is:

1. Undertaken in the performance of the official's or employee's official City duties, whether the action is within the scope of the employee's employment, and

2. Is in violation of any federal, state, or local law or rule; an abuse of authority, of substantial and specific danger to the public health or safety; or a gross waste of public funds.

3. "Improper governmental action" does not include personnel actions including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements or reprimands. In addition, employees are not free to disclose matters which would affect a person's right to legally protected confidential communications, such as attorney-client privilege or executive session communications.

Retaliatory Action: any material adverse change in the terms and conditions of an employee's employment as defined in RCW 42.41.020(3) that is substantially motivated by the employee's decision to prepare or participate in a whistleblower complaint.

Emergency: a circumstance that if not immediately changed may cause damage to persons or property.

Procedure for Reporting Improper Government Action: City employees who become aware of Improper Governmental Action should follow this procedure:

1. Bring the matter to the attention of their supervisor, if the supervisor is not involved in the matter, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.

2. Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the City Administrator or City Attorney. The complaint should be in writing, stating in detail the basis for the employee's belief that an improper action has occurred.

3. In the case of an emergency, where the employee believes that damage to persons' property may result if action is not taken immediately, the employee may report the

Improper Governmental Action directly to the appropriate government agency responsible for investigating the improper action, or the Kittitas County Prosecutor.

4. After an investigation is completed (usually within thirty (30) days of the employee's report), the employee will normally be advised of the results of the investigation; however, personnel actions taken because of the investigation may be kept confidential.

Employees involved in reporting Improper Governmental Action or participating in the investigation may request that their identities be kept confidential. City officials and those involved in the investigation will honor this request to the extent possible under law, business necessity and the needs of the investigation. Confidentiality, however, cannot be guaranteed. 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. "Good faith" includes a requirement that, except in an emergency, before an employee provides information of an Improper Governmental Action to a person or an entity who is not a person listed above, the employee shall submit a written report to the local government. The employee is also charged with the responsibility to reasonably ascertain correctness of the information furnished and may be subject to disciplinary action, including but not limited to termination, for knowingly furnishing false information as determined by the appointing authority.

Employees may report information about Improper Governmental Action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an Improper Government Action occurred, or that insufficient action was taken by the City to address the improper action or that for other reasons the improper action is likely to recur. Whistleblower actions can be reported to the Washington State Auditor's Office, the Washington State Attorney General's Office, as well as other state and federal offices. The original policy on file in Human Resources has a list of agencies which can be contacted.

Protection against Retaliation: It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that Improper Governmental Action occurred. Employees who believe they have been retaliated against for reporting an Improper Governmental Action should comply with the following procedures.

Procedure for Seeking Relief against Retaliation:

1. Employees must provide a written complaint to the City Council within thirty (30) days of the occurrence of the alleged retaliatory action. The written charge shall specify the alleged retaliatory action and the relief requested.

2. The City Council may use whatever appropriate means it deems necessary to facilitate an investigation of the employee's written complaint of retaliation. A written response to the charge of retaliatory action and request for relief shall be provided within thirty (30) days of receipt of the written charge, unless the City Council determines additional time is needed to determine the validity of the allegations in the complaint.

3. After receiving the City's response, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and obtain relief according to law. The employee must deliver the request for hearing to the City Administrator within fifteen (15) days of receipt of the City's response to the retaliation charge, or within. 45 days after the date the employee submitted the charge of retaliation to the City Council.

4. Within five (5) working days of receipt of a request for hearing, the City shall apply to the Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge, at the following address:

Office of Administrative Hearings PO Box 42488
Olympia, WA 98504-2488
(360) 664-8717

At the hearing, the employee must prove that retaliation occurred by a preponderance of the evidence. The administrative law judge will issue a final decision not later than forty-five (45) days after the date of the request for hearing unless an extension is granted.

Violations of the Whistleblower policy and these procedures may result in appropriate disciplinary action, up to and including termination. The City will consider any recommendation provided by the administrative law judge that the retaliator be suspended, with or without pay, or terminated.

Conflict of Interest and Outside Employment

Employees shall not, directly, or indirectly, engage in any outside employment or possess a financial interest which may conflict, in the City Administrators opinion, with the best interests of the City of Cle Elum or interfere with the employee's ability to perform their 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 during 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, cellular telephones, computers, supplies or any other City resource, facilities, or equipment;

4. Involves employment with a firm which has contracts with or does business with the City; or

5. May reasonably be perceived by members of the public as creating a conflict of interest or one which otherwise discredits public service.

This policy shall be interpreted in accordance with Chapter 42 .23 RCW, the Washington State Code of Ethics for Municipal Officers.

Confidentiality

During employment with the City, employees will have access to confidential or proprietary information about the City, its employees and possibly its citizens. It is a violation of City policy to misappropriate such information for personal use or the use of another third party. Employees must exercise the highest degree of care in safeguarding confidential or proprietary information and may not use or disclose such information except as necessary to perform their job duties or as required by law such as in response to a Public Records Request. Violation of this confidentiality policy will be grounds for discipline up to and including termination.

Anti-Disruption Policy

Any conduct in the workplace or while on City time that is disruptive to the normal operations of City business or invades the rights of others will not be tolerated. While on City time, employees are expected to adhere to professional and work-related matters and to treat each other and the public with respect. This includes refraining while on City time from spreading rumors, gossiping, or discussing non-business-related information about others. Other disruptive conduct includes, but is not limited to, discrimination, harassment, threats, insults, intimidation, ridicule, profanity, vulgarity, stereotyping, physical or verbal abuse, ignoring the rights of others, and displaying insensitivity to the beliefs and customs of others.

Political Activity

City employees may participate in political or partisan activities of their own choosing if City resources and property, including the employee's City work time, are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. City employees may not campaign on City time or in a City uniform or while representing the City in any way.

City employees may not: City employees may not use City facilities, supplies, equipment, or vehicles for any campaign purpose. This includes (but is not limited to), copiers, fax machines, mail facilities, typewriters, telephones, automobiles, computers, e-mail, websites, and paper products or the reimbursement for usage of these facilities.

City employees may not solicit a contribution to a political cause or campaign while on City property or City time or while in City uniform.

City employees may not have a petition for a political cause available for signature at City Hall, or other City facility or vehicle.

City employees may not allow others to use City facilities or equipment for political activities, except in accordance with established City policy for use of public meeting space when it is the employee's responsibility to manage the use of that space.

City employees may not use, or allow others to use, City funds for political activities.

City employees may: City employees may, on their own time and not with the use of City property or equipment, participate in campaign-related activities.

City employees may, on their own time and not in a City facility, gather petition signatures, wear lapel buttons, distribute material, speak before groups, write letters to the editor, or display campaign stickers on their personal car. Private employee vehicles displaying bumper stickers may be parked on public property.

City employees may, in the course of work, respond to a political inquiry by providing routine information.

City Bulletin Board Posting

Generally, the City of Cle Elum's bulletin boards should only be used for official City notices or other City sponsored activities. These bulletin boards notify City residents, businesses, and others of public notices, public meetings, and other information about City-sponsored activities. On a case-by-case basis, the City Administrator, or designee, may permit the posting of an item that is not official City business or City-sponsored, but may nevertheless be of value to the residents of Cle Elum regarding matters of notification and communication to the public. Items posted on City bulletin boards not related to official City business or not previously approved by the City Administrator will be removed and discarded or recycled.

Contact with News Media

The Mayor, City Administrator or designated department heads shall be responsible for all official contacts with the news media, including answering questions from the media. The City Administrator may designate specific employees to give out procedural, factual, or historical information on subjects. City employees will always refrain from disclosing confidential City information to the media.

Job References

All inquiries by third parties regarding current or former City employees are to be referred to the City Administrator. No employee should provide any reference information to a third party regarding another current or former City employee unless the reference request has first been referred to the City Administrator and an appropriate release from the former employee has been received. The City Administrator will respond to such requests by providing dates of employment and position held. Additional information may be provided upon receipt of an appropriate release from the former employee.

HEALTH, SAFETY AND SECURITY

Workplace Health & Safety

The City of Cle Elum wants to provide employees with a safe and healthy work environment,

and we need employees' help to do that. The following is basic safety information. Consult with the City Administrator if employees need more information.

- If an employee is injured on the job, no matter how minor, they must let the City Administrator know, and fill out an accident report as soon as possible.
- Learn and follow all safety procedures promulgated by the City's Safety Committee.
- Report any unsafe condition or damage to property to the City Administrator.
- Become familiar with any Material Safety Data Sheets applicable to the employee's job.
- Learn proper procedures for heavy lifting and adhere to them.
- Keep the individual work area clean and orderly. Untidiness and clutter invite accidents.
- Know and follow the safety rules established for the employee's job. When in doubt, ask before proceeding.
- Do not allow unauthorized persons to operate equipment or have access to restricted areas.
- If assigned to a job requiring protective clothing or equipment, use it without fail. Always dress in a way that will not invite job-related injuries.
- Store all materials and equipment in their proper areas.

City of Cle Elum's Safety & Health Program

As required by Washington law, anyone operating or riding in City vehicles must always wear a seat belt.

Safety is the responsibility of every City employee. Each employee must be alert to any condition which poses a potential threat to a safe and healthy working environment and must take appropriate action to eliminate these conditions where they exist. Supervisors and other members of the City's management team have the following safety-related responsibilities.

- Maintain a safe and healthy working environment.
- Conduct an ongoing accident prevention program.
- Investigate, record, and report work-related injuries and illnesses.
- Develop proper attitudes toward safety and health in themselves and in those they supervise.

- Ensure that all work processes and procedures are performed with the utmost regard for safety and health.

- Ensure that all employees are oriented and properly trained in the safe performance of their job.

- Communicate and comply with City safety regulations and legal requirements.

The City has also appointed a City Safety Officer who is responsible for monitoring WISHA (Washington Industrial Safety & Health Act) compliance and for overseeing the implementation of general safety and health standards. Described below are the components of the City of Cle Elum's Safety and Health Program.

Safety Committee: The Safety Committee is comprised of two management-selected and two employee-elected employees. Meetings are held on a regular basis to discuss safety and health and to recommend changes for improvement in the City's safety program. Minutes are recorded by the Secretary and maintained in the office of the City Safety Officer. Elections take place in

December, and the membership is one year running from January I through December 31. The committee's authority is for review and recommendation, and the activities are limited to the following:

- A review of the safety and health inspection reports to assist in correction of identified unsafe conditions or practices.

- An evaluation of the accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or unsafe condition involved was properly identified and corrected.

- An evaluation of the accident and illness prevention program with a discussion of recommendations for improvement where indicated.

- Other activities, as assigned by management.

First Aid Kit: Each department, vehicle and remote work site is required to have a first aid kit(s) reasonably accessible. The size of the kit is determined by the number of employees at the work location. The first aid kit must be inspected yearly.

Emergency Medical Assistance: All departments and remote work sites will have available a supervisor or an employee who holds a valid (3 years) first aid certificate. This requirement is waived if emergency Medical Aid is available to the worksite within a five (5) minute response time.

Bulletin Board: Work location bulletin boards, readily visible to all employees, will contain the City Safety Policy, WISHA poster (L l416-81), industrial insurance poster, and other safety and health posters and educational materials that may be distributed periodically.

Accident Prevention Program

As part of the City's commitment to providing a safe and healthy workplace, the City has established an Accident Prevention Program.

The Accident Prevention Program begins with the orientation of new employees. A safety brochure will be given to every new employee on the first day of employment. The booklet includes the City Safety policies, standards, practices, and regulations. It also contains how and when to report injuries or accidents and unsafe conditions or practices. Employees will be informed of the location of first aid kits, emergency telephone numbers, fire extinguishers and emergency exit. Employees will receive on-the-job instruction for lifting, power equipment handling, utility systems operation and the use of fire extinguishers. Periodic communication or training will be provided to create awareness of good safety practices and accident prevention.

Defensive Driving. Instruction should be provided to employees within three (3) months of assuming a job classification requiring driving, and refresher training will be required every fourth year. Tuition will be paid by City.

Workplace Inspections. Written Inspections should be conducted on a periodic basis and should include the following: bulletin board postings, safety brochure supply, first aid kits marked and properly stocked, emergency numbers posted, emergency exit signs visible and working, fire extinguishers available and serviced, and identification of potential hazards or unsafe conditions.

Hazardous Materials Disclosure (i.e., Worker Right to Know). The City Safety Officer shall be responsible for obtaining hazardous material data sheets from suppliers and the dissemination of the information to employees working with such materials. Hazardous material shall be stored and secured by the Supervisor.

Smoke-Free Workplace

Smoking Prohibited in City Vehicles and Facilities: For health and safety considerations, the City prohibits smoking by employees in all City vehicles and facilities, including City-owned

buildings and offices or other facilities rented or leased by the City, including individual employee offices.

Outdoor Smoking Restrictions: Chapter 70.160 RCW significantly restricts the outdoor areas where individuals may smoke in relation to the location of City buildings, work areas and public places. Smoking is prohibited within twenty-five (25) feet of any entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. The law also applies to any "place of employment," which the law defines, in part, as "work areas" and any area which employees are required to pass through during employment. The following direction identifies where and when City employees may and may not smoke.

1. Because the law prohibits any person from smoking at a place of employment, members of work crews are prohibited by law from smoking at any worksite locations. While at a

worksite, an employee may only smoke while on their break, and the employee must be at least 25 feet from other working City employees. An employee who is on a break must be at least 25 feet from all entrances, exits, windows that open, and ventilation intakes that serve an enclosed area to smoke.

2. Inside City Shop property, the grass area east of the work bays and shop offices is identified as the designated smoking area. Anyone smoking in this area must remain at least 25 feet from all entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. Smoking at or in all other City Shop property is prohibited.

3. Smoking on City Hall property is prohibited.

Drug Free Workplace

This policy applies to all employees of the City of Cle Elum. City employees who are required to have a commercial driver's license ("CDL") are also subject to drug and alcohol testing.

In accordance with the Drug Free Workplace Act of 1988, the City of Cle Elum is committed to maintaining a drug and alcohol-free work environment. The misuse of drugs or alcohol by employees is a threat to the public welfare and the safety of employees. Accordingly, employees are strictly prohibited from possessing, selling, consuming, or being under the influence of any controlled substance or alcohol while on City property, in City vehicles, or engaged in City work. If taking prescription drugs that may make an employee drowsy or impair mental functioning, the employee must inform the City Administrator who will make sure such drugs will not affect the ability to perform the job safely and effectively. Any violation of this policy will result in discipline, up to and including immediate termination.

As a condition of employment, each employee shall notify their supervisor of a conviction under any criminal drug statute for a violation occurring in the workplace. Such notification shall be provided no later than five (5) days after such conviction. "Conviction" is defined as a conviction or guilty plea.

An employee may be required to submit to alcohol or drug testing when the employee's performance or behavior at work causes a reasonable suspicion that the employee is impaired due to current intoxication, drug, or controlled substance use or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled substance free following treatment. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

An employee who has violated this policy and is not terminated may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the City Administrator or designee at the employee's expense as a condition of remaining employed. Nothing in this policy shall be construed to guarantee employment of any employee who violates this policy, nor will the City of Cle Elum incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for continued employment.

The City encourages employees with drug or alcohol problems to come forward and seek help

prior to violating City policy. If an employee has a drug or alcohol problem and discusses it with management before it affects the employee's performance or is discovered by management, the City can refer the employee to a treatment program.

Drug/Alcohol Testing for Employees & Holding a Commercial Driver's License

Employees who hold a Commercial Driver's License in connection with their employment are subject to drug and alcohol testing as required by federal law.

Workplace Privacy/Searches

The City cannot assume responsibility for any theft or damage to the personal belongings of City employees. Therefore, the City requests that employees avoid bringing valuable personal articles to work. Employees are solely responsible for ensuring that their personal belongings are secure while at work. Employees are further advised that work-related searches of an employee's work area, workspace, computer and/or electronic files on City property may be conducted without notice. Employees should have no expectation of privacy as to such items or locations.

Accident, Incident, & Claims Reporting Procedures

It is essential that all accidents and incidents are reported promptly and accurately. The City is *continuously* committed to maintaining a safe environment for its residents, users of City facilities and employees. The purpose of Incident Reporting is to track occurrences as they arise. Not every incident may result in a Claim for Damages, but an individual has 3 years to process a claim, therefore it is deemed necessary that complete documentation be submitted to the City.

Incident Reporting also assists the City, by alerting the system of potential hazards, which the City may be required to correct.

Liability and Property Damage insurance services for the City of Cle Elum are provided through Washington City's Insurance Authority, WCIA. WCIA is a municipal organization of cities and towns in Washington State that join (pool) for the purpose of providing liability protection to its member cities.

What Is an Incident?

An incident is a definite occurrence-an act, omission, accident-which may result in someone alleging liability against the City. For example, an incident arises if a City employee accidentally knocks down someone's mailbox while operating a City vehicle. When a City employee observes, has knowledge of, or is involved in an incident, reporting procedures begin immediately.

Incident Reporting

Make accurate notes and record all details of any incident observed or brought to the employee's attention. Report incidents on an Incident Report Form. Be observant and accurate. Take

pictures if possible. This information will be used by the WCIA adjuster if a claim is filed and possibly as an aid to attorneys should a suit result. If an Incident Report Form is not used at the time of the incident, employees are required to fill one out as soon as possible and deliver it to the City Administrator's office. This should be accomplished through the appropriate chain of command. The City Administrator's office will maintain a file of all incident reports.

Serious incidents shall be phoned in to the City Administrator's office immediately. In the event of an incident involving serious injury, fatality, or large property loss occurring after regular working hours, Evergreen Adjustment Service shall be contacted directly by the supervisor in charge using the 24-hour number, (800) 933-4235, and notification of the City Administrator is required. A few examples of incidents that are required to be reported immediately to Evergreen Adjustment Service and the City Administrator are: any serious injury involving City property or personnel, auto or pedestrian fatality, jail suicide, downed stop sign accident, police shootings, and large property loss.

Communicating with the Public about Incidents

An individual may come into City Hall wanting the "employee's opinion" as to what to do regarding an incident involving City liability. It is the policy of this municipality to respond in the following manner: If a member of the public feels the City is responsible for damages that individual has the right to file a claim. The City Administrator's office must be notified immediately of any inquiry being made so that a brief interview with the individual can be conducted. **Do not admit liability or state that the City will take care of the damages. Refer all questions to the City Administrator's office**. Do not discuss the incident with anyone other than the supervisor or other authorized personnel. Every incident is a potential claim and

statements made by the employee could result in the City having to assume liabilities that are not warranted.

Vehicle Accident Kit: City Employee Instructions

To report incidents in a timely and accurate manner the City has placed a Vehicle Accident Kit in every City owned vehicle. ***These kits will not take the place of the City's regular claim reporting procedures***, but they should assist the driver in recording important information when necessary.

Each kit contains several accident forms and evidence of insurance. An accident reporting form should be completed at the scene of an accident which involves a City vehicle. This information will serve as an essential tool during the final investigation conducted by the Insurance Authority. Complete the form as accurately as possible. Detail is vital factor when reporting an incident.

Do not admit liability or state that the City will take care of the damages. Refer all questions to the City Administrator's office. Do not discuss the incident with anyone other than the supervisor or other authorized personnel. Every incident is a potential claim and statements made by the employee could result in the City having to assume liabilities that are not warranted.

Incidents involving serious injury, fatality, or large property loss phone the City Administrator or City Mayor immediately.

Submit the completed form to the City Administrator's office immediately. Employees will be asked to complete an Incident Report form for further explanation of the accident. The Incident Report form must be returned to the City Administrator's office within 24 hours.

Vehicle Accidents and Review Board

Each department head, or designee, should monitor all vehicle accidents involving that department's employees that occur when an employee is operating a City vehicle or when an employee is operating a personal vehicle while conducting authorized City business. Employees should be reminded of their obligation to file an Incident Report Form and to report verbally to their supervisors concerning any work-related accident or injury. The department head will review all reports with the City Administrator annually, and the City Administrator will annually provide a written report to the City Council.

The City of Administrator also uses an Accident Review Board to evaluate all vehicular accidents involving a City employee who is driving a City vehicle or who is in a personal vehicle conducting authorized City business when damage to a City vehicle, another vehicle or other property damage is equal to or greater than $250.00 or when any personal injury may have resulted from the accident. The Accident Review Board is comprised of three City employees assigned by the City Administrator, or designee. This three-member Board will be a combination of a Department Administrator or Supervisor and two other City employees. The Board will privately consider the reports submitted by the employee(s) involved in the accident, the testimony and statements received through a formal hearing process, and other information as needed or gathered. Then the Accident Review Board will issue a written report to the City Administrator classifying the severity of the accident. The City Administrator will determine if disciplinary action is warranted.

Accident Classifications and Possible Sanctions

The Board may classify an accident in one of three ways:

DRIVER NEGLIGENCE: Driver negligence shall be that type of accident where the driver by their negligence or violation of traffic laws, causes an accident.

DRIVER JUDGMENT ERROR: Driver judgment error shall be that type of accident where the driver, because of an error in judgment or a failure to use due care and caution, not amounting to a violation of traffic laws, is involved in an accident.

UNAVOIDABLE ACCIDENT: An unavoidable accident shall be that type of accident where the driver's actions prior to the incident were proper, and the driver took reasonable precautions to avoid the collision but was involved in an accident.

The City Administrator will review the Board's recommendation and will decide to impose one or more of the following disciplinary actions:

- No action required.
- Driving interview or evaluation with a qualified driving instructor.
- Written reprimand.
- Additional driver training or driver improvement courses.
- Probation.
- Suspension.
- Demotion.
- Dismissal.

Any employee who knowingly fails to report an accident or who attempts to conceal the facts surrounding an accident, may be suspended, discharged, and/or reported to the appropriate law enforcement agency.

Accident Review Board Procedures

As part of the Board's formal hearing process, another City employee will be assigned to serve as Secretary to the Board. This employee will be responsible for tape recording the hearing and taking notes and will serve as the liaison between the Board and the testifying parties. The Secretary will transcribe the hearing testimony; to include the full agenda and the names of individuals testifying. An agenda should be prepared listing the following information:

i. Date, time, and place.

ii. The purpose of the meeting.

iii. Reference completed Police Traffic Reports.

iv. List follow-up reports from officers at the scene.

v. Identify the names of individuals submitting written statements.

vi. List the names of individuals participating in the hearing testimony.

While conducting the hearing, the Board will receive individual testimony, allowing each person to explain the accident in any level of detail they may choose. Testimony should be from one individual at a time. All others scheduled to testify shall be asked to wait outside the hearing room. This procedure continues until all individuals have been heard by the Board.

The Accident Review Board's evaluation of the accident may include, but not be limited to, the following:

- The circumstances surrounding the accident, including weather and road conditions, vehicle condition and time of day.
- Employee's physical and mental condition at the time of the accident, including on-duty stress, boredom, or off-duty stress.
- The individual employee's previous accident history and disciplinary action taken because of previous accidents.
- The individual employee's previous training and driving experience.

Nothing in this procedure is intended to impair or limit the rights of employees covered by a collective bargaining agreement.

Inclement Weather

The public's need for our services may be especially great during inclement weather. Therefore, it is particularly important for employees to report to work during inclement weather if the City does not declare an emergency closure. We do not want employees to jeopardize their safety, however, if an employee cannot get to work or is delayed, they should try to reach the City Administrator as soon as possible to let them know. Non-exempt employees who are unable to get to work because of inclement weather conditions will be granted an authorized unpaid absence or may use vacation time. Non-exempt employees who arrive less than two hours late because of inclement weather will be paid for their normal time. If an employee is more than two hours late, they will be given a chance to make up the time if schedules and conditions permit. If employees are released early by authorization of the City Administrator due to weather conditions, they will be paid for the unworked time.

Managerial Procedures

"Inclement weather" is defined as weather that is not of the norm such as high winds, heavy rain, heavy snow, etc. Any employee unable to report to work, with prior approval of the supervisor, will be given the opportunity to make up the time during the same workweek, or may charge the time as they choose to accrue compensatory time; accrued vacation leave; or leave without pay. Employees should follow the same practice for emergencies. An "emergency" is defined as any condition which is beyond the control of the City as declared by the City Mayor, or designee, such as earthquakes, explosions, major fires, and an airplane crash. (This is only an illustrative list.) Employees who have reported to work and are released from work during an emergency shall be given the opportunity to make up the time during the same workweek or shall charge the time of such absence as listed above. Non-exempt employees **(excluding all Emergency Responders such as Police and Firefighters)** who are required to continue working during an emergency shall be paid at one and one-half times their regular rate of pay.

Emergencies and Disaster Preparedness

Knowing what to do in an emergency increases the chances that employees and everyone else will come through safely. Meanwhile, please keep the following in mind.

If advised to evacuate the building, either for a drill or in an actual emergency, do so calmly but swiftly and stay out of the building until advised to return.

In case of an earthquake, drop to the ground, seek protective cover under or near desks, tables or chairs in a kneeling or sitting position with hands holding onto table or chair legs. Stay there until movement ends.

In case of fire, turn on the alarm and leave the building through the closest available door. Do not try to put out the fire unless professionally trained.

CHANGES IN EMPLOYMENT

Here at the City of Cle Elum, we want change to be a positive experience.

Promotion, Demotion and Transfer

It benefits both the employee and the City for them to be doing the job for which they are best suited. Accordingly, the City looks for opportunities for employees to move within the organization.

Promotion

The City may fill vacancies above the entry level from within. Current employees receive first consideration for openings for which they have the knowledge, skills, and abilities, unless outside recruitment seems advisable. Vacant jobs are normally posted in the applicable Department and in City Hall. Employees may apply for a vacant position through the City Clerk's office. If an employee applies for an open position, they generally will go through the City's normal recruitment and selection process. A promotion normally entails a wage increase.

Demotion

Occasionally, it may be necessary for an employee to move to a lower paying job. This normally occurs when the employee is not satisfactorily performing the essential functions of the current job. It may also occur in lieu of layoff when there is a lower paying position available. An employee is eligible for a demotion only if they possess the minimum qualifications for

the position. Demotion to a position in a lower classification is normally accompanied by a salary reduction to a level commensurate with the new position.

Transfer

Vacant positions may also be filled through lateral transfer of qualified employees. A voluntary transfer request will be considered if the employee meets the requirements of the new position, has held the current position for at least six months, has a satisfactory performance record and has had no disciplinary actions during the six-month period. If interested in a transfer, submit a written request for a transfer to the department head, including the reason for the request, and the department and specific position desired. Requests will be forwarded to the City Clerk's office

with a recommendation. Normal recruitment and selection procedures generally will be followed as with a promotion.

Layoff and Recall

Unfortunately, there may be times when the City must reduce employment because of lack of work, lack of funds, considerations of efficiency or other business reasons. Such reductions may result in layoffs. Layoffs may be temporary or permanent. Layoffs for represented employees will be handled in accordance with their labor agreements.

In making layoff selections for non-union personnel, the City will generally lay off temporary employees, part-time employees, and those with less than six months of actual service in the affected job classification before laying off regular full-time personnel with more than six months of service in the affected job classification. In making layoff decisions affecting full-time, non-union employees with more than six months of service to the City, the City may consider a number of factors, including seniority, job performance, and the extent to which each employee has the skills and abilities necessary to do the remaining work as determined solely by the City in its discretion While Collective Bargaining Agreements may generally require layoff by seniority, it is usually in the employer's interest to maximize its ability to retain the "best" employees - sometimes that's those with the most seniority and sometimes it's not. The City may deviate from this selection order if the best interests of the City are so dictated. Employees who have worked for the City for more than six months and who have been selected for layoff will be given 30 days' notice when possible. Employees with less than six months of actual service to the City who have been selected for layoff will be given one week's notice when possible. The City, in its discretion, may provide employees selected for layoff with payment in lieu of notice.

Laid off employees will be maintained on a recall list for one year or until management determines the layoff is permanent, whichever occurs first. While laid off, an employee should make sure Human Resources has a current address and let them know if unavailable for recall to the same position. Employees have seven days after notice of recall to respond to the notice, or their names will be removed from the list. Further information about benefits, seniority and recall rights will be shared with the employee if they are chosen for layoff.

Separation from Employment

The employment relationship between the City and its employees is voluntary. All employees have the right to end the employment relationship if they deem it appropriate. Likewise, for all employees except those covered by a written agreement that modifies at-will status, the City can end the relationship at any time for any reason it deems appropriate.

Resignation

If the employee decides to leave employment with the City, please give written notice to the supervisor. Employees failing to give appropriate written notice may be ineligible for rehire. Supervisory and managerial employees should give four weeks' notice. All other employees should give at least two weeks' notice.

Separation Procedures

Separating and laid off employees generally will be asked to participate in an exit interview with a member of the City management staff on or before their last day of work to explore such issues as the reasons for the separation, the employee's suggestions for improving working conditions, any benefits issues, and to collect City property. Separating employees who desire the City to provide references on their employment will be asked to sign an authorization and release form for that purpose. References other than job title and dates of employment will not be given without such a release. Final pay checks are generally available on the last day of work, and in any event no later than the next regular pay day.

CONCLUSION

Again, we welcome employees to employment here at the City of Cle Elum. We are pleased to have employees on our team. We hope that this Employee Handbook has answered questions employees may have about our workplace. Please feel free at any time to present any questions to the supervisor. We look forward to working with all employees.

ATTACHMENT A

ON CALL AND CALL OUT POLICY (NON-UNION)

1.0 PURPOSE

The City recognizes the importance of supporting business critical services outside of core business hours. This policy provides a framework to ensure:

- Key City systems and services can be adequately supported and an effective response and resolution to matters requiring urgent attention outside of core business hours; and
- A consistent approach to the implementation of on-call and call-out arrangements.

The Public Work Director, City Administrator and Mayor are responsible for identifying the system and services requiring support outside of core business hours within their areas and for ensuring the implementation of the on-call and the call-out arrangements in this policy.

2.0 SCOPE

This policy applies to employees who have an active CDL endorsement on their driver's license and are paid on the single pay spine who participates in an approved on-call routine or call-out arrangements to deliver business-critical services outside core hours. It does not apply to employees who participate in planned events outside of core business hours, such as special event days.

3.0 DEFINITIONS

On Call

- An employee is on-call when, as part of an established agreement expressly approved by the Public Work Director, City Administrator or Mayor; they are available outside of core service hours to work as required and to physically respond to the site within City Limits if the matter cannot be dealt with remotely.
- There is no expectation that an employee must remain at their home while on call providing that they comply with the employee responsibilities set out in section 5 below.
- For each period of on-call, the employee will receive a payment in accordance with the agreed on-call rate for the City's coverage area.

Call Out

- While on call, an employee may be required to respond to a situation either remotely or by attending the worksite in question, depending on the nature of the work.
- For each period of call-out, the employee will receive a payment in accordance with the agreed call-out rate for the City's coverage area.

- An employee called to work with the approval of their Public Work Director/City Administrator/Mayor to address an emergency, irrespective of whether they are on-call or not, will also receive a call out payment. An emergency is defined as a matter that requires urgent attention before the start of the next workday.

4.0 PRINCIPLES

On-call rotations will be developed and used where there is a need to ensure that the City's key systems and services are appropriately supported outside of core business hours.

The Public Work Director, City Administrator and Mayor for the City will ensure that the relevant equipment necessary to perform the services is made available to employees on-call.

Employees participating in an on-call rotation must have the relevant skills to provide the possible services required. The exact level of competence will be determined by the Public Work Director, City Administrator or Mayor.

On-call and call-out rates must be agreed in advance by both employee and employer before rotation list can be produced. Employee and Public Work Director, City Administrator and Mayor will sign and date agreement for public record.

5.0 EMPLOYEE RESPONSIBILITIES

An employee who is on call or called out must:

- Be directly contactable by telephone and/or email and remain in an area of mobile phone and/or internet connectivity at all times.
- Must respond to a contact communication (e.g., telephone call, text and/or email) within 15 minutes.
- Remain physically and mentally capable and ready to be called out.
- Be able to respond to the City limits within 30 minutes.
- Always operate within the City's policies and protocols while on call or called to work.
- Keep others informed of changes.
- Must advise supervisor if impaired or otherwise unable to respond to the call.

6.0 PAYMENT ARRANGEMENTS

On call employees will be compensated with a flat rate amount of $120.00 for remaining on call from end of business Friday at 3:30pm to start of business Monday morning at 7:00am.

In the event of a holiday, on call employee will receive a flat rate amount of $50.00 to be on call from end of business (3:30pm) until start of next official business day (7:00am).

Compensation for the on-call employee will be made during the pay period of the last day of on-call status. (Example: if Saturday is the last day of the pay period; the 15th for example and the

employee remains on call until Monday morning; the 17th for example, compensation for on call will be made for the 16th – the end of the month pays period).

On call and or call out payments will only be paid when an employee is required to be on call or assigned call out duties unless a different arrangement is expressly specified in the contract of the employee.

If an employee is required to report to an event (called out) a minimum payment of 2 hours may be reported and compensated to the employee.

On call and call out payments made under this policy are subject to taxation and any other payroll deductions.

Claims for on call and call-out payments should be made on the employee's weekly timesheet within this policy on a monthly bi-weekly basis in arrears and submitted to the Public Works Director for approval prior to passing to payroll for processing.

ATTACHMENT B

TECHNOLOGY ACCEPTABLE USE POLICY

1.0 PURPOSE

The purpose of this policy is to define standards, procedures, and restrictions for end users who are connecting a device to City of Cle Elum's organization network for City business purposes. This technology acceptable use policy applies to all devices and accompanying media (e.g., USB thumb and external hard drives) that fit the following classifications. The following is provided as an illustrative list only and this policy may apply to other devices not listed:

- Smartphones
- Other mobile/cellular phones
- Tablet computers
- Portable media devices
- PDAs
- Ultra-mobile PCs (UMPCs)
- Laptop/notebook computers, including home desktops
- Any personally owned device capable of storing organizational data and connecting to a network

The policy applies to any hardware and related software that could be used to access City organizational resources.

The overriding goal of this policy is to protect the integrity of the City's data that resides within the City of Cle Elum's technology infrastructure. This policy is intended to prevent this data from being deliberately or inadvertently stored insecurely on a device or carried over an insecure network where it could potentially be accessed by unsanctioned resources. A breach of this type could result in loss of information, damage to critical applications, disruption of services, and damage to the City's public image. Therefore, all users connected to City of Cle Elum's organizational network, and/or capable of backing up, storing, or otherwise accessing organizational data of any type, must adhere to City-defined processes.

2.0 APPLICABILITY

This policy applies to all City of Cle Elum authorized users, including full and part-time staff, elected officials, appointees, contractors, freelancers, volunteers, and others who access, store, back-up, or relocate any organization or client-specific data. Such direct access to this data is a privilege, not a right, and forms the basis of the trust the City of Cle Elum has built with its constituents. Consequently, involvement with the City of Cle Elum does not automatically guarantee the initial or ongoing ability to access organizational networks and information.

This policy addresses a range of threats to enterprise data or related to its use:

Threat	Description
Device Loss	Devices used to transfer or transport work files could be lost or stolen.
Data Theft	Sensitive organizational data is deliberately stolen and sold by an authorized user or unsanctioned third party.
Malware	Viruses, Trojans, worms, spyware, and other threats could be introduced via devices.
Compliance	Loss or theft of financial and/or personal and confidential data could expose the City to the risk of non-compliance with various identity theft and privacy laws.

The addition of new hardware, software, and/or related components to provide additional device connectivity will be managed at the sole discretion of City. Non-sanctioned use of personal devices to back up, store, and otherwise access any enterprise-related data is strictly forbidden.

This policy is complementary to any implemented policies dealing specifically with data access, data storage, data movement, and connectivity of devices to any element of the enterprise network.

3.0 RESPONSIBILITIES

The City Administrator and/or Department Heads have the overall responsibility for the confidentiality, integrity, and availability of organizational data.

Other staff under the direction of the City Administrator and/or Department Heads are responsible for following the procedures and policies within information technology and information systems.

All City of Cle Elum authorized users are responsible to act in accordance with City policies and procedures.

4.0 USER SUPPLIED DEVICES

Although the City will not directly manage personal devices, end users are expected to adhere to the same security protocols when connected to non-organizational equipment. Failure to do so will result in immediate suspension of all network access privileges to protect the City's infrastructure.

5.0 POLICY AND APPROPRIATE USE

It is the responsibility of any authorized user of the City of Cle Elum's organizational network who uses any device to access business resources to ensure that all security protocols normally used in the management of data on conventional storage infrastructure are also applied here. It is imperative that any device that is used to conduct City of Cle Elum business be utilized appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of that user's account. Based on this requirement, the following rules must be observed:

1. The City reserves the right to refuse, by physical and non-physical means, the ability to connect personal devices to organizational and organizational-connected infrastructure. The City will engage in such action if such equipment is being used in a way that puts the City's systems, data, users, and clients at risk.
2. Prior to initial use on the organizational network or related infrastructure, the City will maintain a list of approved technologies with associated control requirements, and it will be stored at [file location or URL]. Devices that are not on this list may not be connected to organizational infrastructure.
3. End users who wish to connect such devices to non-organizational network infrastructure to gain access to enterprise data must employ, for their devices and related infrastructure, security measures deemed necessary by the City. Enterprise data is not to be stored on or accessed from any hardware that fails to meet City of Cle Elum's established enterprise security standards.
4. All devices attempting to connect to the organizational network through the Internet will be inspected using technology centrally managed by the City of Cle Elum. Devices that have not been previously approved by the City, are not in compliance with the City's security policies, or represent any threat to the organizational network or data will not be allowed to connect. Devices may only access the organizational network and data through the Internet using an IPsec or SSL VPN connection.

Authorized users will, without exception, use secure data management procedures. All devices that can store data must be protected by a strong password. Authorized users shall agree never to disclose their passwords to anyone, including family members, or store passwords on personally owned devices if business work is conducted from home.

5. All users of personally owned devices must employ reasonable physical security measures. End users are expected to secure all such devices whether they are in use and/or being carried. This includes, but is not limited to, passwords and physical control of such devices whenever they contain enterprise data.
6. Any non-business computers used to synchronize with these devices will have installed up-to-date anti-virus, anti-malware, or similar security software deemed necessary.
7. Passwords and other confidential data as defined by the City of Cle Elum are not to be stored unencrypted on mobile devices.
8. Any device that is being used to store the City of Cle Elum's data must adhere to the authentication requirements of the City of Cle Elum. In addition, all hardware security

configurations must be pre-approved by the City of Cle Elum before any enterprise data-carrying device can be connected to the organizational network.

9. The City will manage security policies, network, application, and data access centrally using whatever technology solutions it deems suitable. Any attempt to contravene or bypass that security implementation, without the City's express permission, will be deemed an intrusion attempt and will be dealt with in accordance with the City of Cle Elum's overarching security policies and/or practices.
10. The City reserves the right, through policy enforcement and any other means it deems necessary, to limit the ability of end users to transfer data to and from specific resources on the enterprise network.
11. Authorized users, contractors, and temporary staff will follow all enterprise-sanctioned data removal procedures to permanently erase City-specific data from such devices once their use is no longer required.
12. In the event of a lost or stolen device, it is incumbent on the user to report the incident to the City immediately. The device is capable of being remotely wiped of all data and locked to prevent access by anyone other than the City. Appropriate steps will be taken to ensure that City data on or accessible from the device is secured - including remote wiping of the device where appropriate. The remote wipe will destroy all data on the device, whether it is related to City business or personal.
13. Authorized users who opt into use of personal devices are not eligible for support for device-specific hardware or software from the City. If the authorized user-owned device requires maintenance, the authorized user is responsible for such maintenance.
14. The City will trigger support calls to determine if the issue is software or hardware related. If the issue is hardware related, the authorized user will be referred to use their third-party support provider for maintenance. If the issue is software related or related to virtual or web-based applications, the City will perform the maintenance.
15. Authorized users, contractors, and temporary staff will make no modifications to hardware or software that change the nature of the device in a significant way (e.g., replacing or overriding the operating system or "jail-breaking") without the express approval of the City of Cle Elum.
16. The City can and will establish audit trails, which will be accessed, published, and used without notice. Such trails will be able to track the attachment of an external device to the organizational network, and the resulting reports may be used for investigation of possible breaches and/or misuse. The end user agrees to and accepts that their access and/or connection to the City of Cle Elum's networks may be monitored to record dates, times, duration of access, etc., to identify unusual usage patterns or other suspicious activity. The authorized user consents that there is no right to privacy related to use of organizational networks, resources, or data. This monitoring is necessary to identify accounts/computers that may have been compromised by external parties.
17. The end user agrees to immediately report to their manager any incident or suspected incidents of unauthorized data access, data loss, and/or disclosure of City resources, databases, networks, etc.
18. While a personally owned device user will not be granted access to organizational resources without accepting the terms and conditions of this policy, authorized users are

entitled to decline signing this policy if they do not understand the policy or are uncomfortable with its contents. By signing this policy, authorized users acknowledge that they fully understand the risks and responsibilities.

6.0 PUBLIC RECORDS ACT COMPLIANCE

The City is required to comply with the Public Records Act – Chapter 42.56 RCW. As such, all public records stored on public or personal devices may be subject to disclosure in response to a public records request. Public records can include, but are not limited to, e-mails, text messages, voicemails, recordings, photographs, and notes.

If public records are located on a City-owned device, the City may require the user to provide the device to the City Administrator and/or Department head to search for responsive public records. Note that personal records should not be stored on City-owned devices.

If public records are located on a personal device, the City will require the user to search the device for responsive records, provide detailed information regarding the search, and require the user to sign an affidavit under oath regarding their search.

7.0 POLICY NON-COMPLIANCE

Failure to comply with the *Acceptable Use Policy* may, at the full discretion of the City, result in the suspension of any or all technology use and connectivity privileges, disciplinary action, possible termination of employment, [as well as possible criminal charges].

The City Administrator and/or Department head will be advised of breaches of this policy and will be responsible for appropriate remedial action.

ATTACHMENT C

TRAVEL POLICY

1.0 PURPOSE AND ADMINISTRATION

The purpose of this travel policy is to identify and provide guidelines regarding the City's travel policies and to further delineate those valid business expenses for which an employee or official may qualify for payment or reimbursement.

1.1 GENERAL PROVISIONS

Reimbursement for reasonable costs of business travel is authorized. All travel costs are subject to approval by the City Administrator and/or the Mayor.

1.2 RECEIPTS

For reimbursement of expenses, employees must collect and submit an original, itemized vendor's receipt whenever possible. However, a receipt is not necessary if claiming meal per diem. If a receipt is not available, the employee must log the time, date, vendor, expense, and reason a receipt could not be provided.

2.0 MEALS

2.1 WASHINGTON STATE

Meal per diem allowances on official travel within the State of Washington shall be determined by the Washington State Office of Financial Management-published rate for the destination: https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables.

2.2 CONTINENTAL UNITED SATES

Meal per diem allowances for official travel elsewhere within the continental United Sates shall be determined by the United States General Services Administration-published rate for the destination: https://www.gsa.gov/travel/plan-book/per-diem-rates.

2.3 ALASKA, HAWAII AND US TERRITORIES

Meal per diem allowances for official travel to Alaska, Hawaii and US territories (e.g., Puerto Rico, Guam, etc.) shall be determined by the United States Department of Defense-published rate for the destination: https://www.travel.dod.mil/Travel-Transportation-Rates/Per-Diem/Per-Diem-Rate-Lookup/.

2.4 INTERNATIONAL

Meal per diem allowances for official international travel shall be determined by the United States Department of State-published rate for the destination: https://aoprals.state.gov/web920/per_diem.asp.

2.5 CONFERENCE/EVENT MEALS

An employee or employee may not claim for reimbursement meals for which the costs are included in a City-paid registration fee, regardless of whether the traveler partakes of the meal or not. All claims for meal reimbursements for conferences shall include a copy of the conference schedule for determining meals provided by such conferences. Similarly, meals provided by the reserved accommodation and included in the paid room rate are ineligible for reimbursement.

A continental breakfast is not considered a meal and, therefore, if a registration or booking includes a continental breakfast, the City will reimburse the employee for a regular breakfast, if claimed. Reimbursement shall be limited to the breakfast portion of the meal per diem for the destination.

2.6 FIRST AND LAST DAY TRAVEL MEALS

To claim meals on the first or last day of travel, employees and officials must be in travel status during the entire City-determined meal period(s), as defined below.

Designated Meal Periods:

- Breakfast (7 to 8am)
- Lunch (12 to 1pm)
- Dinner (6 to 7pm)

The above periods assume an employee's normal workday to be 8:00 AM to 5:00 PM. Should the employee's regular workday differ, this should be noted when requesting travel authorization; meal periods may be adjusted accordingly.

2.7 SAME DAY TRAVEL MEALS

Employees and officials may be reimbursed for non-overnight (same day) meal expenses when the traveler has been in travel status for at least eleven hours.

2.8 NON-TRAVEL FOOD AND BEVERAGES

Reasonable expenses for refreshments including food and beverage that are associated with meetings, ceremonies or dedications whether attended solely by City employees or the public or some combinations are considered legitimate City expenditures. Unless authorized by the City Administrator or Mayor, reimbursement shall be limited to maximum meal per diem for the location.

3.0 TRANSPORTATION

3.1 GENERAL PROVISIONS

Expenses shall be reimbursed for travel within a 300-mile radius of the City at such rate per mile as established by the United States Internal Revenue Service (IRS) for deductions. Trips beyond this limit will be reimbursed at the lower of (a) the established rate per mile, or (b) the lowest available (other than nonrefundable) airfare obtainable by the City, plus mileage reimbursement at the then-current City rate, based upon the estimated distance between the airport and the destination.

3.2 CITY VEHICLE USE

Out-of-area costs of vehicle operations are authorized for fuel, oil, tires, and necessary repairs.

3.3 PERSONAL VEHICLE USE AND MILEAGE REIMBURSEMENT

Where possible and if available, the use of a City vehicle rather than the employee's personal vehicle is preferred and encouraged.

In those circumstances in which use of a personal vehicle is authorized, mileage will be reimbursed at the rate established by the US Internal Revenue Service for the given year or—if not yet published for the current year—the most recent rate available.

Mileage reimbursement shall not include the distance between the employee or official's official workstation and their place of residence.

3.4 RENTAL VEHICLES

Generally, the cost of vehicle rental when out of town on business is an exception to this policy and must be pre-approved in writing by the City Administrator. However, in certain circumstances, such as travel to and within Canada, renting a vehicle locally may be preferred.

3.5 AIR TRAVEL

Whenever feasible, air travel arrangements should be purchased at least five weeks in advance of departure date. The authorized procurer will arrange for air travel based on the lowest available airfare. A travel agency may be used.

3.6 ADDITIONAL AIRLINE FEES

Baggage fees (e.g., those charged for checking a bag) are a reimbursable expense. Charges for premium seat selection within Economy (or similar) class may be acceptable with prior written authorization from the City Administrator. Traveling employees must provide an explanation of the demonstrable need for the seat selection.

3.7 UPGRADES

Except where authorized, costs associated with an upgrade in seat or class shall be the responsibility of the employee.

3.7 COMBINING BUSINESS AND PERSONAL TRAVEL

If personal travel is combined with business travel, the traveling employee is responsible for paying the increase in airfare, if necessary, to accommodate the personal part of the flight.

3.8 OTHER TRANSPORTATION

Additional transportation expenses, including but necessarily limited to, bus, taxi, tolls, parking and ferry are authorized.

4.0 ACCOMMODATION

4.1 MINIMUM DISTANCE

To be eligible for any City reimbursement for overnight travel expenses, the one-way travel distance must be greater than fifty miles from the City or home. Approval for all overnight or out of state travel must be in writing by the City Administrator or Mayor.

4.2 ROOM RATE

In general, accommodation will be reimbursed at a maximum of the single room rate. When making reservations for accommodation, employees and officials should always seek the lowest available rate by requesting the government rate. Prior to making a reservation, employees and officials should review the websites identified in §2.1-2.4 above and note the allowable per diem rates for the destination city to be sure that the cost does not exceed these limitations.

Exceptions to the foregoing limitations must be approved by the City Administrator or Mayor.

4.3 ACTUAL COSTS

In all cases, the City shall only cover actual costs of accommodation, and an original, itemized vendor's receipt is required for all claims. When lodging per diem rates are used in requesting advanced funds, employees and officials shall be required to repay any difference between that rate and the actual cost of accommodation.

5.0 NON-ALLOWABLE/NON-REIMBURSABLE EXPENSES

The following expense types are ineligible for reimbursement and shall be the responsibility of the individual employee or official. This list is not necessarily comprehensive, and the City Administrator or Mayor may disallow additional expenses as appropriate.

- Airline, trip and/or travel insurance;
- Alcohol;
- Damage caused by employee or officer action or negligence;

- Expenses associated with a spouse, partner, child or other individual not authorized for reimbursement;
- Gratuity or tip;
- Laundry/dry cleaning;
- Personal entertainment, such as reading materials, movie rentals, gaming, etc.;
- Personal/non-business phone calls;
- Personal grooming, such as hairdresser, beautician, barber, etc.;
- Personal/non-business postage and shipping costs;
- Theft, loss or damage to personal property; OR
- Toiletries.

6.0 ADVANCE TRAVEL FUNDS

The use of advance travel funds is authorized by the City. These are the guidelines for requests:

- Advance travel funds may be used for expenses incurred during the authorized overnight travel of a City employee or officer/elected official while on City business.

- Requests for advance travel funds shall be submitted to the City Treasurer on forms established by the City Treasurer. Requests will be based on meal per diem rates and a reasonable estimate for those costs not directly billable to the City.

- The Advance Travel Request form will be submitted at least five (5) working days prior to departure, together with a copy of the agenda or conference/workshop application as verification of the purpose of the trip. Requests must be signed by the applicant and their Department Head. Advances will be limited to the maximum meal and, where necessary, lodging per diem for the destination(s).

- Where possible, air transportation and accommodations will be billed directly to the City by the Vendor. Should the Vendor be unable or unwilling to process such direct billing, employees and officials make seek reimbursement.

- Settlements of the Advanced Travel will be made on or before the 10th day following the close of the travel period by submitting to the Finance Department a Travel and Personal Reimbursement Settlement Form. Any default in accounting for or in repaying a travel advance shall render the "full unpaid" amount immediately due and payable with interest added at the rate of 10% per annum from the date of default until the advance is repaid. The City shall have the right to withhold all funds payable to such officer or employee to whom such advance has been made.

- No advance of any amount may be made to any officer or employee at any time when the employee is delinquent in accounting for or in repaying a prior cash advance.

Claims and Approval Process:

All claims shall be submitted for reimbursement using the Travel/Miscellaneous Reimbursement form. Travel and subsistence expenses will not be paid from Petty Cash.

- Special approvals required by this policy shall be obtained by employees in advance. Such approvals shall be in advance of the event and by separate memo and the reasons for the exception.
- All claims by City Council Members shall be approved by the Mayor.
- Rejected claims shall be reviewed by the Mayor for final disposition.

CITY OF CLE ELUM ACKNOWLEDGMENT OF RECEIPT FOR SUPERVISORS

I have received the City of Cle Elum February 2024 Employee Handbook with attached policies and understand that it is my responsibility to read these policies and ask questions about anything I do not understand.

I acknowledge that these policies are general guidelines only. They do not promise specific treatment in specific circumstances, they do not create an employment contract, and they do not guarantee employment for any length of time with the City. I understand, however, that the Handbook contains policies that are very important to the City's ability to provide a lawful and respectful work environment. I have reviewed the policies in the Handbook, including but not limited to its Anti-Harassment policy, and I agree to comply with those policies. I understand that violation of City policies may result in discipline, up to and including discharge, subject to legal and collective bargaining agreement requirements.

I acknowledge that the City must be flexible in responding to the needs of the public or changes in the law, and that the City has therefore reserved the right to revise, supplement, clarify, deviate from, or rescind any policy or portion of a policy when deemed appropriate by the City and in accordance with any applicable collective bargaining obligations. I acknowledge that no elected official, supervisor, manager, or representative of the

The city has the authority to modify at-will employment status until that modification is in writing and signed by the City Administrator and/or City Council.

I understand that if I am covered by a union contract, that contract will control in the event of any conflict with the policies in this Employee Handbook and that the union contract is the exclusive source of information regarding my benefits with the City.

Date: _____ Employee: _____
(Print name)

Signature: _____

CITY OF CLE ELUM
Personnel Policy

AGENDA STAFF REPORT

AGENDA DATE:	**March 27, 2024**
ACTION REQUESTED:	Update the city's personnel policy

BACKGROUND:

Page 7 -- Change temporary employee definition to five months which will mirror retirement and health insurance.

Page 22 -- Under Sick leave paragraph six, remove "as an option the employee may elect to have". The city policy must state just one option per IRS rules.

Page 39 – Under administrative leave, change the last sentence to not allow the employee to receive paid administrative leave and pay from other employment.

Page 70 – Remove "gratuity or tip" under non-allowed expenses.

Do we want to add a volunteer section to the handbook?

ATTACHMENTS: RES _____ Revision – Personnel Policy

LEAD STAFF: **Rob Omans, Administrator**
Robin Newcomb, Finance Director

CITY OF CLE ELUM
Procurement Policy

AGENDA STAFF REPORT

AGENDA DATE:	**March 27, 2024**
ACTION REQUESTED:	Update the city's procurement policy

BACKGROUND:	**Effective July 1, 2024, there will be new changes to state law allowing public agencies to use the small works roster process to contract small public works projects $150,000 or less. The revision to the procurement policy will include these updates as required by the Washington State Auditor's Office. See page 14. The changes are highlighted.**
ATTACHMENTS:	ORD _____ Revision – Procurement Policy
LEAD STAFF:	**Rob Omans, Administrator** **Robin Newcomb, Finance Director**

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF CLE ELUM, WASHINGTON, REPEALING AND REPLACING RESOLUTION NO. 2023-022 REGARDING THE CITY'S PROCUREMENT POLICY

WHEREAS, the City is in need of a procurement policy for facilitating the acquisition of goods and services; and

WHEREAS, a procurement policy is required to be adopted for certain federal awards; and

WHEREAS, the City would like to repeal and replace Resolution No. 2023-022; and

WHEREAS, the City Council desires to adopt the procurement policy as attached hereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adoption. The City Council hereby adopts the "City of Cle Elum Procurement Policy and Federal Award Standards" attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2024.

CITY OF CLE ELUM

_____
Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

_____
Debbie Lee, City Clerk

Approved as to form:

_____
Alexandra L. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.
Date Posted:

EXHIBIT A

CITY OF CLE ELUM
PROCUREMENT POLICY AND
FEDERAL AWARD STANDARDS

PURPOSE

This document is intended to direct the procurement of goods and services at a reasonable cost. An open, fair, documented, and competitive process is to be used whenever reasonable and possible to maximize the purchasing value of public funds. This document is also intended to establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Cle Elum will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Governmental Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles.

INTERNAL CONTROLS

The City of Cle Elum, a code city with a population under 20,000 (RCW 35A.40.210), will maintain effective internal controls over the Federal award, providing reasonable assurance that the City of Cle Elum is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR § 200.303).

- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings;
- Take reasonable measures to safeguard protected personally identifiable information and other information that Federal awarding agency or pass-through entity designates as sensitive; and
- Evaluate and monitor compliance.

CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."

ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Cle Elum whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means (2 CFR § 200.403).

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Cle Elum to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs; and
- The City of Cle Elum shall minimize the time elapsed between receipt of Federal aid funds and subsequent payment of incurred costs.

COST SHARING OR MATCHING

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all the criteria outlined in 2 CFR § 200.306(b). If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings, or land, the aggregate value of the donate property may be claimed as cost sharing or matching.

ALLOWABLE COSTS

Federal awards will meet the following general criteria in order to be allowable, except where otherwise authorized by statute:

- Be necessary and reasonable for the performance of the Federal award;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
- Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the City of Cle Elum;
- Be accorded consisted treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as costs or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period; and
- Be adequately documented.

FEDERAL THRESHOLDS

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses

required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT),* as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) ***Micro-purchase thresholds.*** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Non-Federal entity increase to the micro-purchase threshold up to $50,000.*** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) ***Non-Federal entity increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) ***Small purchases*** —

(i) ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) ***Simplified acquisition thresholds.*** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) ***Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or

pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument

accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

NON-FEDERAL THRESHOLDS

The chart below is the state process for a code city with a population under 20,000. The city adopted the small works roster/vendor process through Mrscrosters.org.

Purchase of Goods and Vendor Services that are Repetitive and Routine	$7,500 or less – informal phone/written quotes are required $7,501 to $15,000 – www.mrscrosters.org (must request quotes from all contractors in the trade from the roster) or formal competitive bidding $15,001 and over – formal competitive bidding per RCW 35.23.352(7) **Note: Some services may require payment of prevailing wage**
Personal Services	The more complex or expensive the project, the more formal the solicitation process shall be. * Be based on qualifications and not cost * Must publicize request for proposals soliciting from an adequate number of qualified sources * Maintain written method for conducting technical evaluations * Contract must be awarded to the responsible firm whose proposal is most advantageous to the program

Qualification-Based Services	For architecture, engineering, and surveying services, as outlined in chapter 39.80 RCW, they must: * Be based on qualifications, not on cost * Publicize request for proposals soliciting from an adequate number of qualified sources * Maintain written method for conducting technical evaluations * For contracts, be awarded to the responsible firm whose proposal is most advantageous to the program
Public Works Contracts	Less than $350,000 – www.mrscrosters.org or formal competitive bidding $350,001 or more – formal competitive bidding Prevailing wage must be paid

Sales tax must be included in all estimates.

Contracts and sub-grants of amounts in excess of the threshold requires that the City of Cle Elum will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

The City of Cle Elum will monitor procurements to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.

The City will also verify and document that vendors are not suspended or debarred from doing business with the Federal government.

DIRECT CONTRACTING OPTION

For public works projects with an estimated cost less than $150,000 the city may, and are encouraged to, direct contract with small businesses without a competitive process before direct contracting with other contractors on the MRSC small works roster. If there are six or more contractors meeting the definition of small businesses on the MRSC roster, the city must direct contract with one of those small businesses that have interest in performing work in the applicable geographic area. If there are five or fewer contractors meeting the definition of small business on the MRSC roster, the city may direct contract with any contractor on the MRSC roster. For small public works contracts under $5,000, there is no requirement for retainage or performance bonds.

APPRENTICESHIP PROGRAM

For contracts over $ 1 million, the city will require the winning bidder's workforce to have at least 15% apprentices.

SINGLE AUDIT ACT

The City of Cle Elum, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR § 200.501, as well as all applicable Federal and state statutes and regulations.

Purchases and/or contracts that include Federal funding shall also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, published under 2 CFR Part 200. Where requirements differ between city, state, or Federal policy, the most restrictive of Federal, state, or City policy requirements will be met.

CLOSURE

A project agreement end date will be established in accordance with 2 CFR § 200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

INTERGOVERNMENTAL PURCHASING

The city may acquire surplus property from other governmental entity without regards to bid laws. RCW 39.33.010 authorizes such purchases "on such terms and conditions as may be mutually agreed upon by the proper authorities."

PIGGYBACKING

This term refers to an agency being "carried" by another in a contracting sense and participating in a cooperative purchasing arrangement in which one party does most of the work as specified in RCW 39.34.030. The local government shall:

- Confirm the awarding entity's contract with the prospective vendor has not expired and will be open and active for the time period desired;
- Ensure the original solicitation and resulting contract specifically allows for others to use it post-award;
- Evaluate whether the awarding entity qualifies as a public agency as provided in RCW 39.34.020;
- Demonstrate the bid or solicitation notice was posted on a website of a public agency or accessible through a link on the website;
- Review the documentation of the public agency to make sure that it complied with its bidding requirements; and
- Enter into an interlocal agreement or contract with the awarding entity.

COOPERATIVES

In order for local governments to purchase through contracts procured by cooperatives, they must first become a member of the cooperative or enter into an interlocal agreement.

OTHER REFERENCES

Ordinance 1604 – Chapter 3.06 CEMC, relating to purchasing.

3.06.010 -- Purchase of materials, equipment, supplies, or services.

A. The mayor and city administrator are authorized, without further action by the city council, to purchase or enter into contracts for materials, equipment, supplies, and services, not otherwise subject to other provisions of state law or city code, in amounts up to thirty thousand dollars.

B. The mayor and city administrator are authorized, with the consent of all city council finance committee members, to enter into architectural and engineering contracts in amounts up to fifty thousand dollars.

C. The mayor and city administrator are authorized, with the consent of all city council finance committee members, to purchase materials, equipment, supplies and services, subject to other provisions of state law and city code, in amounts up to fifty thousand dollars.

D. Purchases made or contracts entered into under subsections (B) and (C) of this section shall be approved by the city council at the next regularly scheduled meeting.

Resolution 2018-032 – The issuance of checks and the disbursement of city funds prior to city council meetings.

The Mayor and the Treasurer may disburse the City's funds prior to the City Council's approval for payment of claims in accordance with Finance Department policies, this Resolution, and other established Finance Department procedures.

Resolution 2022-012 – Standards of Conduct (formerly Code of Conduct)

Purpose -- The purpose of the Standards of Conduct is to ensure the efficient, fair, and professional administration of Federal grant funds in compliance with 2 CFR § 200.112, 2 CFR § 200.318, and other applicable Federal and state standards, regulations, and laws.

Application -- These Standards of Conduct apply to all elected officials, employees, or agents of the City of Elum engaged in the award of administration of contracts supported by Federal grant funds.

Requirements -- No elected official, employee, or agent of the City of Cle Elum shall participate in the selection award or administration of a contract supported by Federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The City employee, elected official, or agent;
- An immediate family member of the City employee, elected official, or agent;
- A partner of the City employee, elected official, or agent; or
- An organization which employs, or is about to employ, any of the above.

The City of Cle Elum's elected officials, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

Remedies – To the extent permitted by Federal, state, or local laws or regulations, a violation of these Standards of Conduct may cause penalties, sanctions, or other disciplinary actions to be taken against the City of Cle Elum's elected officials, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

ALL PROJECTS (LOCAL, STATE OR FEDERAL) OVER $4,000,000 OR REQUIRING SPECIAL EXPERTISE

Any project that has an engineer's estimate over $4,000,000 will require engineering services to be procured through the Request for Qualifications (RFQ) process.

CITY OF CLE ELUM
General Government Committee Meeting

AGENDA STAFF REPORT

AGENDA DATE: March 27, 2024

ACTION REQUESTED: City's Rental Property Management and Lease Rates

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BACKGROUND: Last year the city council wanted staff to research management companies and lease amounts for all city owned rental properties. The analysis is done and attached…

ATTACHMENTS:
Combined Analysis
Current City Rentals
ACCOLADE – Analysis
ACCOLADE – Managing Fees & Contract
KEN RUSCH – Managing Fees & Analysis

LEAD STAFF:
Rob Omans, City Administrator
Audrey Cassassa, Billing Clerk

CITY RENTAL PROPERTY ANALYSIS

Property	Current Lease	ACCOLADE Recommendation	other fees included	KEN RUSCH Recommendation
Lum's Coffee Shop - 1103 E First	$500	$650		?
Salon 2120 - 117 W First	$750	$1,500	Includes a $250 Flat Rate for Utilities	$1,200
Senor Bones - 108 Oakes	$700	$1,600	Includes a $400 Flat Rate for Utilities	$1,100
Rental House - 809 W Second	$1,200	$2,150	Includes a $150 Flat Rate for Utilities	$2,600
Rental House - 901 W Second	$1,000	$1,600	Includes a $150 Flat Rate for Utilities	$2,350

NOTES: A 12% Excise Tax must be put on **ALL** Lease Amouns above.

ACCOLADE charges 10% Managing fee per month, 50% of the first month to fill a vacancy and $100 setup fee for new properties.

KEN RUSCH charges 10% Managing fee per month, 50% of the first month to fill a vacancy and $350 setup fee for new properties.

Current City Rental Houses and Property Leases

Monthly Rent

Lum's Coffee Shop land lease 1103 East First St-500.00+64.20 tax=564.20

Salon 2120 Building space 117 West First St- 750.00+96.30 tax+846.30

809 West Second St Rental House 1200.00+154.08 Tax=1354.08

901 West Second St Rental House 1000.00+128.40Tax =1128.40

Senor Bones Building Space 700.00+89.88 Tax=789.88

City of Cle Elum
119 West First Street
Cle Elum, WA. 98922
509-674-2262

Candice Dills
PO Box 202
Cle Elum, WA 98922

Account Information			
Cust #:	1009		
Date:	03/08/2024	Due:	04/05/2024
Invoice #:	7011		
For:	Rental Houses		

Item	Taxed	Quantity	Amount	Total
Excise Tax On Rental	N	1.0000	128.40	128.40
Rental House Monthly	N	1.0000	1,000.00	1,000.00

April 2024 Rental House Lease - Estimated
901 West Second Street

Non Taxed:		1,128.40
Taxed:		0.00
Tax @	6.00%:	0.00
Payments:		0.00
Total:		**1,128.40**

THANK YOU!

City of Cle Elum
119 West First Street
Cle Elum, WA. 98922
509-674-2262

Melisa Coleman
809 West Second Street
Cle Elum, WA 98922

Account Information			
Cust #:	805		
Date:	03/08/2024	Due:	04/05/2024
Invoice #:	7009		
For:	Rental Houses		

Item	Taxed	Quantity	Amount	Total
Excise Tax On Rental	N	1.0000	154.08	154.08
Rental House Monthly	N	1.0000	1,200.00	1,200.00

April 2024 Rental House Lease - Estimated
809 West Second Street

Non Taxed:		1,354.08
Taxed:		0.00
Tax @	6.00%:	0.00
Payments:		0.00
Total:		**1,354.08**

THANK YOU!

City of Cle Elum
119 West First Street
Cle Elum, WA. 98922
509-674-2262

Salon 2120
117 West First Street
Cle Elum, WA 98922

Account Information			
Cust #:	761		
Date:	03/08/2024	Due:	04/05/2024
Invoice #:	7015		
For:	Building Space Rent		

Item	Taxed	Quantity	Amount	Total
Excise Tax	N	1.0000	96.30	96.30
City Hall Building Rent	N	1.0000	750.00	750.00

April 2024 Building Space Rent - Estimated
117 West First Street

Non Taxed:		846.30
Taxed:		0.00
Tax @	6.00%:	0.00
Payments:		0.00
Total:		**846.30**

THANK YOU!

City of Cle Elum
119 West First Street
Cle Elum, WA. 98922
509-674-2262

Account Information			
Cust #:	1370		
Date:	10/10/2023	Due:	11/05/2023
Invoice #:	6347		
For:	Building Space Rent		

Senor Bones House of Burritos
6162 Nelson Siding Rd
Cle Elum, WA 98922

Item	Taxed	Quantity	Amount	Total
Excise Tax	N	12.0000	89.88	1,078.56
City Hall Building Rent	N	12.0000	700.00	8,400.00

November 2023 - October 2024 Building Space Rent
108 N Oakes Ave

Non Taxed:		9,478.56
Taxed:		0.00
Tax @	6.00%:	0.00
Payments:		-9,478.56
Total:		**0.00**

Marthley

THANK YOU!

City of Cle Elum
119 West First Street
Cle Elum, WA. 98922
509-674-2262

Lum's Coffee Stop
141 Arrowleaf Lane
Cle Elum, WA 98922

Account Information			
Cust #:	18580		
Date:	03/08/2024	Due:	04/05/2024
Invoice #:	7013		
For:	Building Space Rent		

Item	Taxed	Quantity	Amount	Total
Excise Tax	N	1.0000	64.20	64.20
Land Use Lease	N	1.0000	500.00	500.00

April 2024 Land Use Lease - Estimated
1103 East First

Non Taxed:		564.20
Taxed:		0.00
Tax @	6.00%:	0.00
Payments:		0.00
Total:		**564.20**

THANK YOU!

MARKET ANALYSIS FOR LUM'S	Subject	Comparable Property 1	Comparable Property 2
Name of Business	Lum's	Lunchbox Cafe	Recycling
Address	1103 E 1st Street	409 N Ruby St	500 N Railroad
City	Cle Elum	Ellensburg	Ellensburg
Neighborhood/ Area of Town	Downtown	Downtown	West Ellensburg
SQFT of Space	6151	306	34412
Parking			
Kitchen	Leased Land COCE	Leased Land COE	Leased Land BNSF
Bathrooms	Leased Land COCE	Leased Land COE	Leased Land BNSF
Utilities Included in Rent			
Current Monthly Rental Rate		$575	$167
Monthly Price Per SQFT		$1.88	$0.00
Annual Price Per SQFT		$22.55	$0.06

Rental Rate Recomendation for Subject Property	**$650/month**

Notes: The subject parcel is a more visible and larger area than the one comparable property that I was able to gather information on. I included the BNSF

I included the BNSF leased land but it isn't a good comp as it is a recycling center and BNSF typically is below market value.

ACCOLADE PROPERTIES

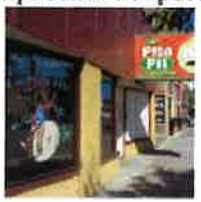
Prepared November 15, 2023

MARKET ANALYSIS FOR SALON 2120	Subject	Comparable Property 1	Comparable Property 2	Comparable Property 3
Name of Business	Salon 2120	The Hair Loft	Alente	Forever Beauty Salon
Address	117 West 1st Street	406 East 1st Street Suite 206	310 N Pine Street	208 West 9th Suite 1
City	Cle Elum	Cle Elum	Ellensburg	Ellensburg
Neighborhood/ Area of Town	Downtown	Downtown	Downtown	Outskirts of Downtown
SQFT of Space	1150	400	2600	600
Parking		Parking Lot	On Street, One Private	Parking Lot
Kitchen	No	No	No	No
Bathrooms		0.5	1	0.5
Utilities Included in Rent	Electricity/Water/Sewer	Water/Sewer/Garbage	Water/Sewer	Water/Sewer/Garbage
Current Monthly Rental Rate		$450	$1,700	$800
Monthly Price Per SQFT		$1.13	$0.65	$1.33
Annual Price Per SQFT		$13.50	$7.85	$16.00

Rental Rate Reccomendation for Subject Property	**I believe fair market value for this space is $1,250/month plus $250 Flat Rate Utilities**
Notes:	This is a large open space connected to the City of Cle Elum Utilities Office.
	The comparable properties I used are a combination of smaller and larger units than the subject space.

Prepared November 15, 2023

ACCOLADE PROPERTIES

MARKET ANALYSIS FOR SENOR BONES	Subject	Comparable Property 1	Comparable Property 2	Comparable Property 3
				
Name of Business	Senor Bones	Julep	The Mule	Pita Pit
Address	108 S Oaks St	429 N Main St	119 East 4th Avenue	111 West 3rd St
City	Cle Elum	Ellensburg	Ellensburg	Ellensburg
Neighborhood/ Area of Town	Downtown	Main Street	Main Street	Downtown
SQFT of Space	1045	1163	1740	1786
Parking	Street	Street	Street	Street
Kitchen	Yes	Yes	Yes	Yes
Bathrooms	2	2 Shared	2	1
Utilities Included in Rent	Utilities Included $67.89 Flat Rate Water/Sewer		None	None
Current Monthly Rental Rate		$1,135	$1,740	$1,400
Monthly Price Per SQFT		$0.98	$1.00	$0.78
Annual Price Per SQFT		$11.71	$12.00	$9.41

Rental Rate Reccomendation for Subject Property $1,200/month plus $400 flat rate utility

Notes: I had to use the information on the restaurants I have information on in the Ellensburg market.
If I can obtain market rates for the Cle Elum restaurants that lease their buildings I can reevaluate.

Prepared November 15, 2023

ACCOLADE PROPERTIES

ACCOLADE
your local brokerage

	Subject	Comparable Property 1	Comparable Property 2	Comparable Property 3
809 West Second Street				
Address	809 W Second St	303 N First St	302 W 2nd St - B	909 E Fourth St
City	Cle Elum	Roslyn	Cle Elum	Cle Elum
Neighborhood/ Area of Town				
SQFT of Home	2400	1106	900	1265
Size of Lot				
Bedrooms	3	2	2	3
Bathrooms	1	1	1	2
Utilities Included in Rent	W/S/G	$50 Flat Rate W/S	$125 Flate Rate W/S/G/E	$200 Flat Rate W/S/G
Current Rental Rate		$1,750	$1,250	$2,000
Price Per SQFT		$2	$1	$2
Price Per Bedroom		$875	$625	$667

Rental Rate Recommendation for Subject Property	$2,000 Rend plus $150 Flat Rate for Water/Sewer/Garbage

Notes:

Prepared November 15, 2023

ACCOLADE
your local brokerage

	Subject	Comparable Property 1	Comparable Property 2	Comparable Property 3
901 West Second Street				
Address	901 W Second St	909 E Fourth St	516 E First St	406 S First St
City	Cle Elum	Cle Elum	Cle Elum	Roslyn
Neighborhood/ Area of Town				
SQFT of Home	1100	1265	1442	1199
Size of Lot				
Bedrooms	3	3	3	3
Bathrooms	1	2	2	1
Utilities Included in Rent	W/S/G	$200 Flat Rate W/S/G	W/S/G	W/S
Current Rental Rate		$2,000	$1,200	$1,750
Price Per SQFT		$2	$1	$1
Price Per Bedroom		$667	$400	$583

Rental Rate Recommendation for Subject Property	$1,450 plus $150 flat rate W/S/G

Notes:

Prepared November 2023

Company Name

Inspection Report

For: 809 W Second St
Cle Elum, WA 98922

Inspected by: Kristi Graham
Inspection Date: 10/31/23 9:21 AM (Modified: 11/14/23 3:15 PM)

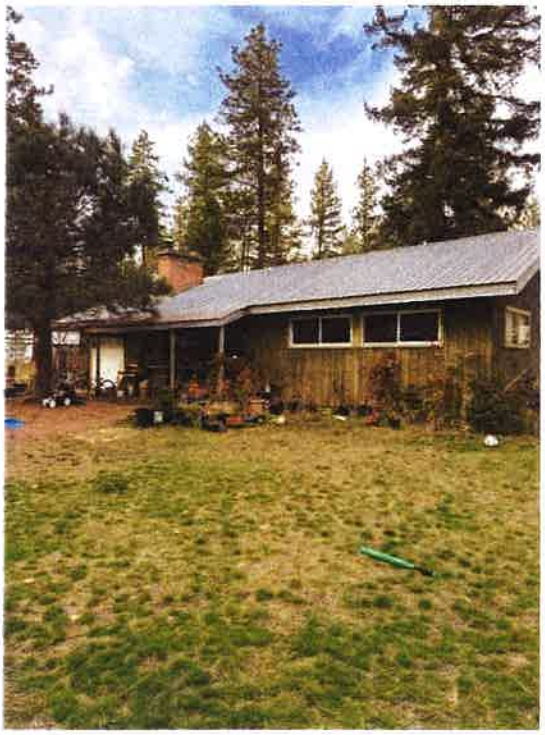
	CONDITION	Note#	
Frontyard			
Inside Entry			
Living Room			
Dining Room			
Kitchen			
Hallway			
Bathroom 1			
Bedroom 2			
Master Bedroom			
Basement			

Resident _____ Resident _____ Resident _____

Resident _____ Resident _____ Resident _____

Agent _____

Interior Pictures



Frontyard

Frontyard

Frontyard

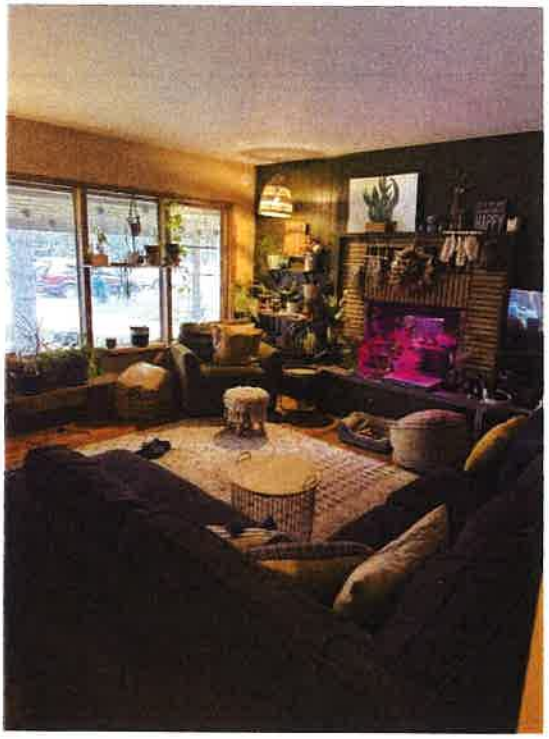
Frontyard

Interior Pictures (cont'd)

Frontyard

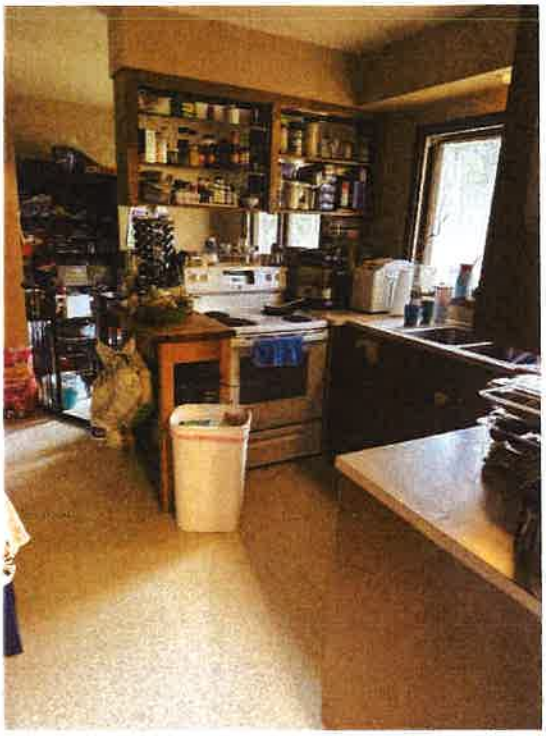
Inside Entry

Inside Entry

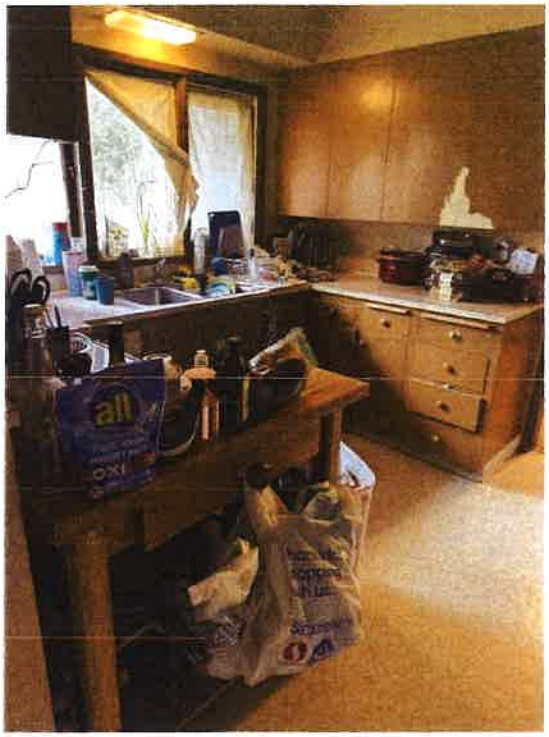


Living Room

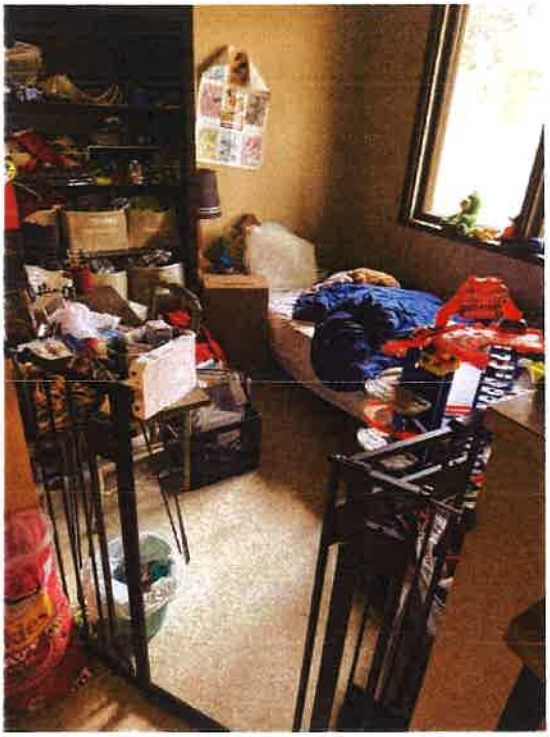
Dining Room



Kitchen



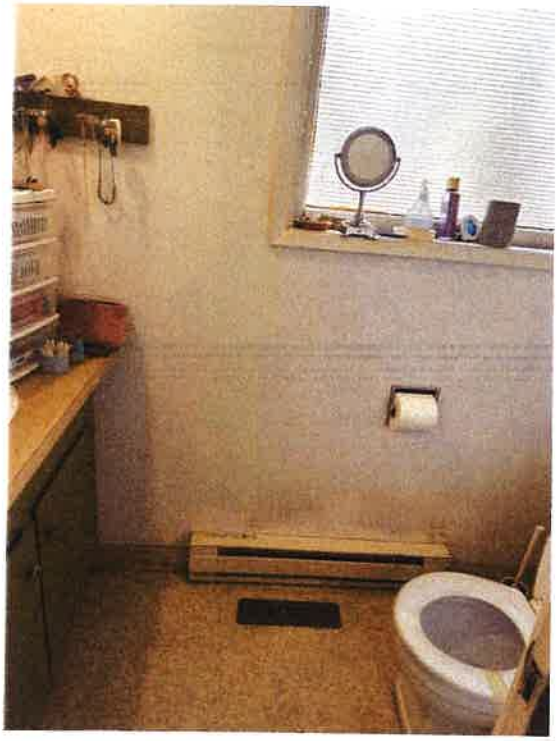
Kitchen



Kitchen

Hallway

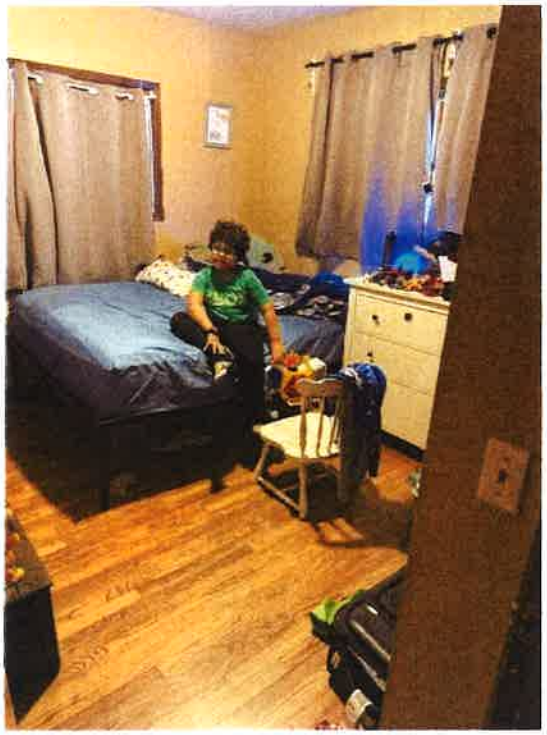
Bathroom 1



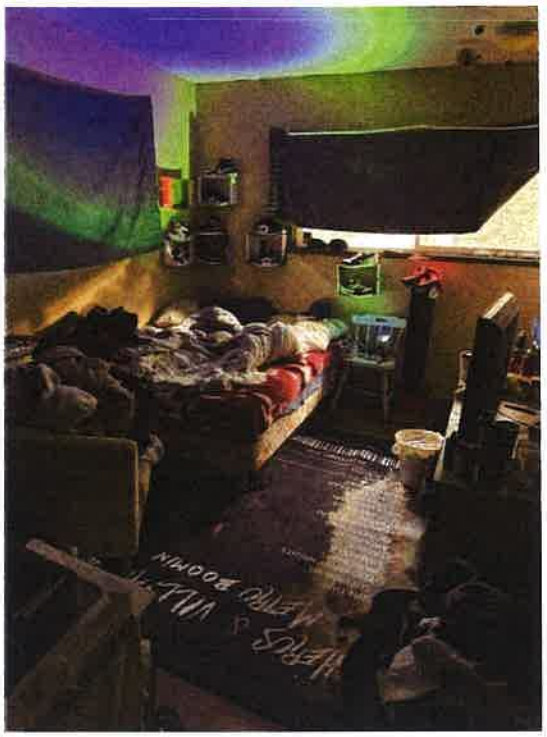
Bathroom 1

Bedroom 2

Interior Pictures (cont'd)



Bedroom 2



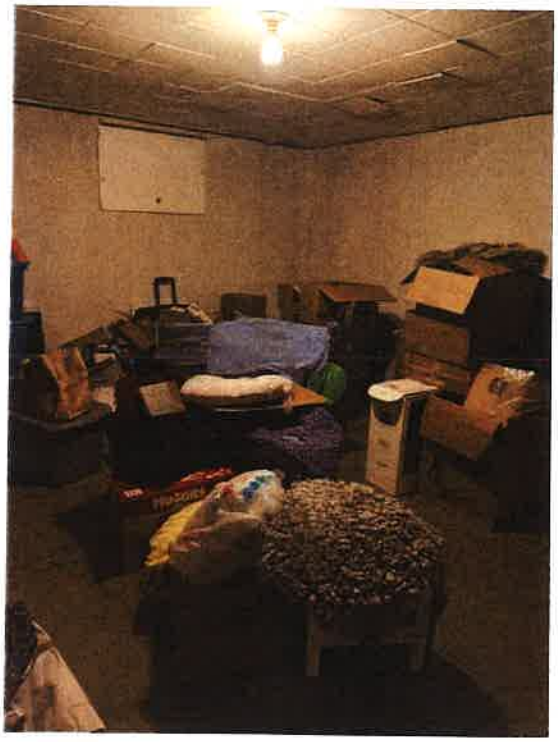
Master Bedroom

Basement

Basement

Basement

Basement



Basement

Basement

Interior Pictures (cont'd)

Basement

Basement

Company Name

Inspection Report

For: 901 W Second St
Cle Elum, WA 98922

Inspected by: Kristi Graham
Inspection Date: 10/31/23 9:22 AM

	CONDITION	Note#	
Frontyard			
Outside Entry			
Inside Entry			
Living Room			
Patio			
Dining Room			
Kitchen			
Hallway			
Bathroom 1			
Bedroom 1			
Bedroom 2			
Master Bedroom			
Water Heater/Closet			
Garage/Carport			

Resident _____ Resident _____ Resident _____

Resident _____ Resident _____ Resident _____

Agent _____

Interior Pictures

Frontyard

Frontyard

Frontyard

Frontyard

Interior Pictures (cont'd)

Frontyard

Frontyard

Outside Entry

Inside Entry

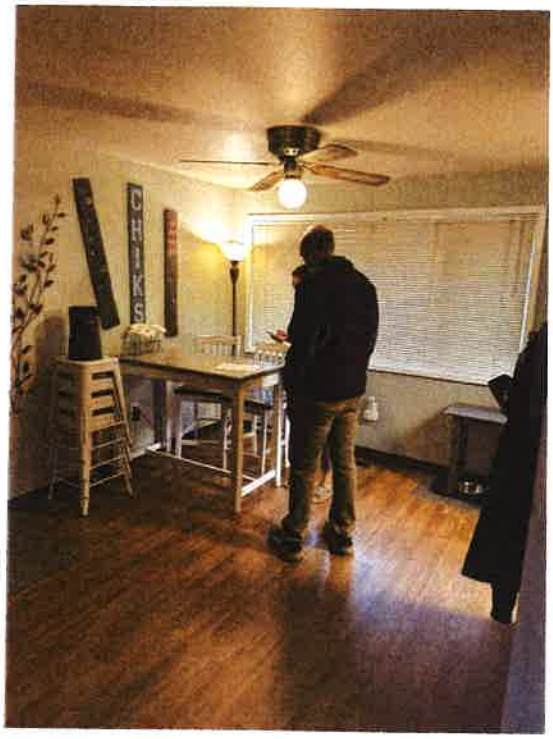
Interior Pictures (cont'd)

Living Room

Living Room

Living Room

Patio



Dining Room

Dining Room

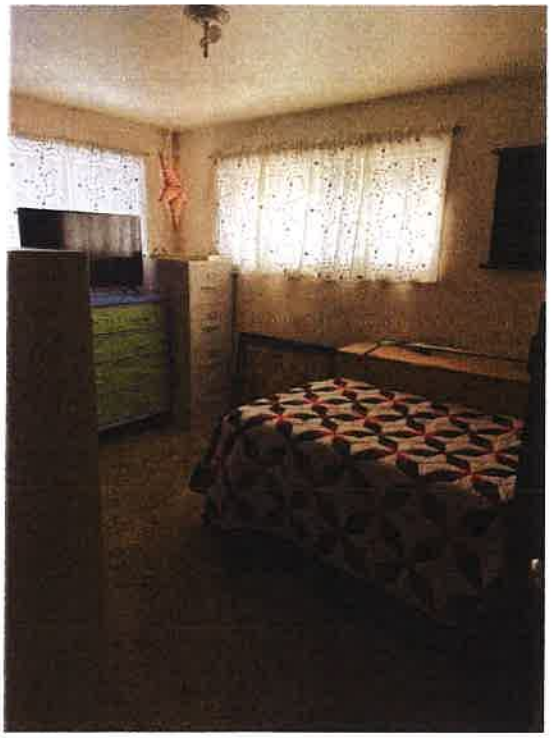
Kitchen

Hallway

Interior Pictures (cont'd)

Bathroom 1

Bedroom 1



Bedroom 2

Bedroom 2

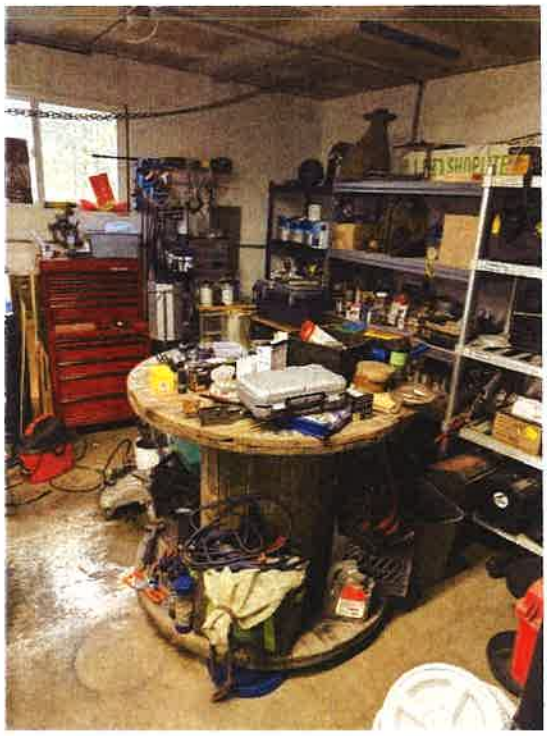
Master Bedroom

Master Bedroom

Water Heater/Closet

Water Heater/Closet

Garage/Carport



Garage/Carport

Garage/Carport

Garage/Carport

Garage/Carport

Audrey Casassa

From: Ann Shaw <ann@accolade-properties.com>
Sent: Monday, February 26, 2024 3:12 PM
To: Audrey Casassa
Cc: Sarah Laidler
Subject: Re: Accolade Property Management

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Audrey,

In response to the questions about fees for managing the properties owned by the city of Cle Elum, we charge 10% of the gross collected rent each month for the management and to fill a vacancy is 1/2 of the rental rate. We do have a $100 set up fee when we acquire new properties.

Would you like me to send over a management contract fo the board to review?

Ann

On Mon, Feb 26, 2024 at 2:48 PM Audrey Casassa <acasassa@cleelum.gov> wrote:

> Hello,
>
> We are looking for what it would cost us to have your company property manage these accounts. We are taking this to a committee and need some more information. Thanks
>
> *Thank You,*
>
> *Audrey Casassa*
>
> City of Cle Elum
>
> Utility Clerk
>
> acasassa@cleelum.gov
>
> 509 674-2262 Ext 107

Accolade Property Management Group

407 North Pine St. • Ellensburg, WA 98926
(509) 933-2600

1. PROPERTY MANAGEMENT CONTRACT - Full Service

1.1 TERM

This contract begins as follows and can be terminated by either party with 30 days written notice without cause or as provided in Section 14:

Commencement Date: **<<Management Start Date>>**

In consideration of the covenants herein contained, this Management Contract is made and entered into this **<<Management Start Date>>**, between the following parties:

1.2 PARTIES

OWNER: **<<Owner Name(s)>>, <<Owner Address(es)>>**

AGENT / BROKER: Accolade Properties, 407 N Pine Street, Ellensburg, WA 98926

Ownership of the property is held as a(n):
- ☐ INDIVIDUAL
- ☐ ESTATE
- ☐ LIMITED LIABILITY COMPANY (LLC)
- ☐ LIMITED LIABILITY PARTNERSHIP (LLP)
- ☐ TRUST

The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his/her legal capacity.

The parties to this agreement acknowledge that property management has risks associated with it and all parties will act with due diligence to do what is right and fair, however, both parties recognize that circumstances may arise that are outside of the control of property management.

Owner appoints Broker as Owner's sole and exclusive agent of the real property described in Paragraph 2 to manage and lease the Property.

Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

1.3 PROPERTY

The property is commonly known as **<<Property Address>>**, located in

- ☐ Yakima County, Washington.
- ☐ Kittitas County, Washington.

"Property" also includes any other Property described in any additional **Exhibit A - Property/Unit Information Sheet** (Each Property/Unit must have an Exhibit A filled in)

1.4 RELATIONSHIP OF THE PARTIES

This agreement does not create a partnership or joint venture between the parties. Broker is an independent contractor.

1.5 LEGAL COMPLIANCE

The parties will comply with all obligations, duties, and responsibilities under the fair housing laws and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____
Initial Here

2. AGENT/BROKER'S AUTHORITIES AND OBLIGATIONS

2.1 LEASING AUTHORITY

Owner grants to Broker the following authority, which Broker may exercise when and to the extent Broker reasonably determines to be in Owner's interest:

1. To exclusively advertise the Property for lease by means and methods that broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media, including the internet;
2. Place "For Lease" signs, "For Information" signs, or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and any homeowners' association rules;
3. Remove any and all other signs offering the Property for sale or lease by other agencies or individuals;
4. Submit the Property as a listing with one or more listing services at any time the Property is marketed for lease and to change or terminate such listings;
5. Authorize vendors to access the Property at reasonable times and to lend keys and disclose security codes to such persons to enter the Property;
6. Duplicate keys and access devices to facilitate convenient and efficient showings of the Property and to lease the Property.
7. To screen and use diligence in the selection of prospective tenants and to follow all Fair Housing Laws.
8. Negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 1 months and not more than 12 months and in accordance with any instructions;
9. Negotiate and execute any amendments, non-refundable fees, extensions, or renewals to any leases for the Property on Owner's behalf;
10. Collect administrative and application fees from prospective tenants; and
11. Perform other necessary services related to the leasing of the property

2.2 MANAGEMENT AUTHORITY

Owner hereby confers upon Agent the following authorities and obligations that Broker may exercise when and to the extent Broker reasonably determines to be in Owner's interest:

Management Services Include:

1. To negotiate and execute leases and renewals on behalf of Owner.
2. To collect rents, security deposits, and all other receipts, and to deposit such monies in a trust account with a qualified banking institution. Agent shall retain interest paid on Security Deposit and/or General Trust accounts. Agent shall charge prospective tenants any application fee as deemed reasonable to process rental applications.
3. To service notice of termination of tenancies, notices to quit or pay rent and such other notices as Agent may deem appropriate.
4. Settle, compromise, or withdraw any action described above.
5. Within the scope of the agency authority granted herein, to employ attorneys approved by Owner for the purpose of enforcing Owner's rights under leases and rental agreements and institution legal action on behalf of Owner.
6. To hire, supervise and discharge all employees and independent contractors required in the operation and maintenance of the property. DISCLOSURE: The Worx is an affiliate company of Accolade that is regularly contracted.
7. To contract for emergency repairs as deemed necessary to ensure tenant and building safety/security in the event Owner is not available for consultation, to contract for such repairs and expenditures as deemed necessary for the protection of the property from damage.
8. To execute service contracts for utilities and services for the operation, maintenance and safety of the property as Agent deems necessary or advisable.
9. To pay from gross receipts operating expenses and other such expenses as outlined in Exhibit A.
10. To maintain accurate records of monies received and disburse in connection with the management of the property.

Management Services do not include:

Normal property management does not include monthly inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, preparing Property for sale, supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, legal proceedings, or insurance related paperwork and estimates. If Broker performs services not included in normal property management or specified above, Owner shall pay Broker a fee of $75 per hour. For fire restoration, rehabilitation, major repairs or insurance claims, Owner will pay the full cost of such repairs plus an oversight fee of 15% of such repairs

2.3 RECORD KEEPING

Broker will:

1. Maintain accurate records related to the Property and retain such records for not less than 4 years;
2. Remit to Owner the funds collected by Broker that have been fully processed and cleared for Owner under this agreement, less authorized deductions, which occurs approximately the 15th of each month. Owner may receive funds prior to receiving monthly statement.
3. Send to Owner each month a statement of receipts, disbursements, and charges by the 15th. If there has been no activity on the account, no reports will be issued; and
4. File reports with the Internal Revenue Service which Broker may be required to file concerning funds received on behalf of Owner under this agreement (for example, Form 1099);

*Note: Owner is responsible to determine the treatment of expense payments in regards to their financial reports and taxes.

2.4 HANDLING OF SECURITY DEPOSITS

1. Broker will maintain security deposits received from tenants in the trust account in accordance with applicable law and lease for the Property. Broker will account to the tenants for the security deposit, make lawful deductions from the security deposits, and return the security deposit balance to the tenants from the trust account.
2. After this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposits held by Broker under the leases of the Property , and will send written notices to the tenants that state:

    - That this agreement has ended;
    - The contact information from the Owner or the Owner's designee; and
    - That Owner is responsible for accounting for and returning the tenant's security deposit.

3. If Broker complies, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph survives termination of this agreement.

2.5 PERFORMANCE STANDARD

Broker will:

1. Use reasonable care when exercising Broker's authority and performing under this agreement; and
2. Exercise discretion when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

2.6 DEDUCTIONS AND OFFSETS

Broker may disburse from any funds Broker holds in trust for Owner:

1. Any compensation due to Broker under this agreement;
2. Any funds Broker is authorized to expend under this agreement; and

2.7 INSURANCE

1. Broker may file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or perform other matters that Owner instructs Broker to communicate to the carrier.
2. Broker may charge a facilitation fee for any work that broker co-ordinates in conjunction with an insurance claim.
3. If Broker is facilitating the repair work for an insurance claim, all insurance reimbursement monies are to be forwarded to Broker to issue to vendors upon contract initiation and/or completion of work.

By initialing below, you acknowledge and agree to the terms in Section 2.

X_____
Initial Here

3. OWNER REPRESENTATION

3.1 GENERAL:

Owner represents that:

- Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- Owner is not bound by another agreement for the management of the Property that is or will be in effect during this agreement;
- Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- The Property is not subject to the jurisdiction of any court; and
- All information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge.

3.2 PROPERTY CONDITION

Except as stated below, in this agreement, or in any addendum, Owner is not aware of:

(1) any condition affecting the Property that materially affects the health or safety of an ordinary tenant;

(2) any environmental hazard on the Property; or

(3) any violation of any ordinance, statute restriction, or law related to the Property.

3.3 LEAD BASED PAINT

Lead Based Paint: Owner represents that the Property ☐ WAS
☐ WAS NOT constructed prior to 1978. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint and lead-based paint hazards that will be make part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards. Co-operate with Management to facilitate the showing, marketing and lease of the Property

3.4 OWNERS RESPONSIBILITIES

Owner will have the following done prior to handing the property to Agent (if property is not occupied):

1. Home professionally cleaned
2. Carpets shampooed
3. Locks changed (SmartKey locks recommended)
4. CO and Smoke Detectors installed per code.
5. Remove all Personal Items from the Property
6. Have the yard maintained while the home is vacant
7. Have utilities on

3.5 DISTRESSED HOMEOWNER

Owner represents that this is not a distressed property. If this property becomes a distressed property while under the management of Accolade Property Management Group, I will notify Accolade immediately.

By initialing below, you acknowledge and agree to the terms in Section 3.

X_____
Initial Here

4. OWNERS COOPERATION

4.1 OWNERS COOPERATION

Owner agrees to:

1. Cooperate with Broker to facilitate the management of the Property.
2. Maintain Lawn Care and/or Snow Removal services while the property is vacant
3. Maintain Electricity / Utilities in the home while the property is vacant
4. **Not deal with or negotiate with any tenant in the Property concerning any matter related to the management of the Property but refer all such dealings to Broker;**
5. Not to enter into a management agreement with another broker for the management of the Property to become effective during this agreement;
6. Provide Broker with copies of any existing leases or rental agreements related to the Property;
7. Provide Broker with keys and access devices to the Property;
8. Provide Broker with copies of all warranties related to the Property or any item in the Property;
9. Tender to Broker any security deposits paid by existing tenants in the Property;
10. Complete any disclosures or notices required by law or a lease of the Property;
11. Amend applicable notices and disclosures if a material change occurs during this agreement; and
12. Notify Broker if Owner becomes delinquent in the payment of: (a) any mortgage or other encumbrance secured by the Property; (b) property taxes; (c) property insurance; or (d) owners' association fees.
13. Funds under Agent's control, which are requested by Owner to be sent directly to a financial institution for deposit, must be accompanied by a pre-printed deposit slip or coupons.
14. Not store any personal items on the premises.
15. If Owner does NOT want Broker to perform a lease renewal, Owner must notify Broker in writing a minimum of 120 day prior to the lease expiration date.

4.2 RESERVE FUNDS

Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner:

$500.00 per single family property or $500/unit if property is a multi-plex.

If Accolade is going to pay utilities for a single family property, the reserve minimum will be adjusted accordingly.

Broker may, at Broker's discretion, use the reserve to pay any expense related to the management of the Property (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, Broker may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve: or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated. Broker is not obligated to advance any money to Owner or on Owners behalf. In the event that the reserve balance is at any time insufficient to pay disbursements due, Owner will, immediately upon notice, remit to Broker sufficient funds to cover deficiency and replenish the reserve. If Broker does advance funds on Owners behalf, then any funds not paid to Broker within 10 days of request, will bear interest at a rate of 15% per month.

Broker will hold additional reserves collected from tenants as move-out monies to be used as non-refundable cleaning/carpet cleaning fees.

By initialing below, you acknowledge and agree to the terms in Section 4.

X_____
Initial Here

5. INSURANCE

5.1 INSURANCE

1. Minimum Coverage. Owner will maintain a landlord's policy of property insurance on the property, including public liability insurance of not less than $1,000,000 and will name agent as co-insured or additional insured. A copy of this policy will be provided to the agent. Agent recommends higher limits.
2. Indemnity. Owner shall indemnify and hold harmless Broker and all persons in the employ of Broker from all costs, expenses, suits, liabilities, damage and claims of every type, including but not limited to those arising out of injury or death of any person(s), or damage to any real or personal property of any person(s) including Owner, in any way relating to the management, rental or operation of the Property by any person in the employ of Broker or the performance of exercise of any of the duties, powers or authorities herein or hereafter granted to Broker, except to the extent due to the gross negligence or willful misconduct of any person in the employ of Broker. Also excluded is any action by a direct employee of Broker where the claim is unrelated to the subject Property. The indemnity provisions of this Agreement shall survive its termination or expiration.
3. Waiver of Subrogation. Owner and Broker hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Property, from perils insured against under their respective fire and all-risk insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this Section shall be inapplicable if it would have the effect, but only to the extent it would have the effect of invalidating any insurance coverage of Owner and Broker.

4. Environmental Indemnity. Owner shall defend and indemnify Broker against, and hold it harmless from, all damages, claims, loss, cost and expense in connection with any environmental liability, provided such liability is not a result of any willful misconduct or gross negligence of Broker, its officers, directors and employees. This paragraph shall survive the expiration or termination of this Agreement with respect to claims arising prior to such expiration or termination.
5. Broker not Responsible for Inspecting the Property. Broker has disclosed to Owner that it is not a licensed contractor or property inspector. It is agreed that Broker's duties do not include the identification of unsafe conditions or conducting maintenance, except as otherwise set forth herein.
6. Survival of Indemnities. The foregoing provisions of this paragraph 11 shall remain in force beyond the termination of this Agreement, whether the termination is by expiration of time, operation of law or otherwise.

By initialing below, you acknowledge and agree to the terms in Section 5.

X_____
Initial Here

6. BROKER'S FEES

6.1 STANDARD MANAGEMENT FEES

This Paragraph survives termination of this agreement with regard to fees earned during this agreement, which are not payable until after its termination. Broker may deduct any fees under this Paragraph from any funds Broker holds in trust for Owner. If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.

1. Set-Up Fee: A one time Set-Up Fee of $99.00 per door plus an additional $1.00 if Owner paid by ACH. The additional $1.00 will be sent to verify ACH setup is accurate.
2. Management Fees: Each month the Owner will pay Broker 10% of gross income for monthly management with an overall minimum of $100 per property.
3. Residential Lease Fee: Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to ½ of the Rental Rate with a minimum of $600. The leasing fees under this paragraph are earned and payable at the time the lease is executed.
4. Renewal or Extension Fees and Renewals with Added Residents: Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to $250.00. The renewal or extension fees are earned at the time the renewal or lease is executed by the parties to the lease and are payable at the time the renewal or extension is effective.
5. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as additional compensation under this agreement.
6. 1099 Processing Fee: Owner will pay an annual 1099 Processing Fee of $35 for Accolade to process 1099's for vendors who have performed work on the property.
7. Direct Deposit Change Request: Owner will pay a $75 account change fee if they want to set up a new direct deposit account for their owner disbursement funds per occurrence.

6.2 FEES APPLICABLE BEYOND STANDARD MANAGEMENT SERVICES

1. Mid Lease Property Condition Report: Upon completion a property condition report, Owner will pay Broker a property condition report fee of $175 (this is not the same as the move in / move out reports that are included in our services and performed at time of tenant occupancy / move out.)
2. Vendor Oversight / Repair Coordination: Any vendor invoice may be billed to the Owner at a rate of cost plus 10%, or at current market rate, as determined by Broker.
3. Fees Related to Legal Proceedings: If Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker $75.00 per hour for Broker's time expended in such matters and in preparation of such matters. Fees under this Paragraph 12K are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoice.
4. Service Fees:

- In the event that the owner shall request the Agent to undertake work exceeding the usual normal management, a fee of seventy-five ($75.00) dollars per hour shall be charged to Owner.
- Normal management does not include: supervision of tenant improvements, activity related to the sale of the property, refinancing, appraisals, fire restoration, major rehabilitation, insurance claims, obtaining tax advice, presenting petitions to planning or zoning committees.
- Maintenance Oversight Fee: In the event the Owner requires construction or remodeling of the Property in an amount exceeding $1,000 per project, or if the property requires any initial repairs/clean-up to make the property ready for rental and Broker is responsible for supervising bidding, completion and/or inspection of such project, then Broker's compensation shall be equal to 10% of the total vendor invoices for construction, remodeling or cleaning costs.

6.3 FEE IN THE EVENT OF A SALE

Fees in the Event of a Sale: Should the tenant placed by Accolade proceed to purchase the home, a commission of 3% will be due to Accolade as the procuring cause of sale.

Should a Purchase and Sale Agreement be executed where Accolade is the implied Agent, a commission is due that will be negotiated at the time of the Agreement.

6.4 AUTHORIZATION TO CHARGE FEES TO TENANT

Administrative Fees: If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, posting fees, returned check fees, re-letting fees, late charges, or other customary fees, Broker will retain such fees as compensation under this agreement. Broker need not account to Owner for such fees and these administrative fees are earned and payable at the time Broker collects such fees.

Non-Refundable Fees: Accolade has the authority to charge non- refundable Application, Administrative,Cleaning Fees and other fees to tenant.

Late Fees: The late fee is retained by the Broker, unless rent funds are not available to be delivered to the owner by the 15th of the month. If this occurs, the late fees are split ½ to the Owner and ½ to the Broker.

6.5 TERMINATION PRIOR TO SECURING A TENANT

Termination prior to Securing a Tenant: In the event that Owner terminates this agreement prior to securing a tenant in a vacant property that Accolade has been actively marketing, Owner will pay to Agent as liquidated damages $500.00 for the efforts incurred prior to the termination.

By initialing below, you acknowledge and agree to the terms in Section 6.

X_____
Initial Here

7. LIABILITY AND INDEMNIFICATION

7.1 LIABILITY AND INDEMNIFICATION

1. Agent is not responsible or liable in any manner for:
    - Personal injury to owner or any tenant resulting from acts of third parties;
    - Loss or damage of personal or real property due to vandalism, theft, or freezing/leaking water pipes;
    - Late fees Owner incurs to any creditor caused by any late payments by any tenant;
    - Any lease violations or default by any tenant; or
    - Any other damage or loss.
2. Owner will protect, defend, indemnify and hold harmless Agent from any damages, costs, attorney's fee or expenses arising from acts of third parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes or any other damage not caused by Agent's sole gross negligence.
3. Owner shall not hold Agent liable for any error of judgment, or for any mistake of fact or law, or for anything which Agent may do or refrain from doing herein, except in case of willful misconduct.
4. Owner agrees to hold harmless, indemnify and defend Agent from all lawsuits, damages, claims of any nature or of any kind arising in connection with Agent's Management of the Property and from any liability for any injuries suffered by any person while in the Property or the premises upon which the Property is located.
5. If a dispute arises out of this Agreement, the prevailing party in any suit is entitled to reasonable attorney's fees and costs.

By initialing below, you acknowledge and agree to the terms in Section 7.

X_____
Initial Here

8. TERMINATION FOR CAUSE

8.1 TERMINATION FOR CAUSE

In the event: (a) it is alleged or charged that any building on the Property or any equipment therein or any act or failure to act by the Owner with respect to the Property or the sale, rental or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereof; (b) the Property is placed into a receivership; (c) foreclosure proceedings are instituted with regard to the subject Property; (d) Owner files for bankruptcy protection; (e) notice is received of cancellation of insurance coverage required by this Agreement; (f) the Owner materially interferes with Broker's duties by directly communicating with tenants or vendors without Broker's consent; or (g) if the Reserves maintained by Broker fall below the minimum levels required by Paragraph 6 hereof, then in such instance, Broker in its sole and absolute discretion, considers that the action or position of the Owner with respect thereto may result in damage or liability to the Broker, Broker shall have the right to cancel this Agreement at any time by written notice to the Owner of its election to do so, which cancellation shall be effective upon the service of such notice. Such notice may be served as provided in Paragraph 1 hereof. Such cancellation shall not release the indemnities of the Owner set forth in the Paragraph above and shall not terminate any liability or obligation of the Owner to Broker for any payment, reimbursement or other sum of money then due and payable to the Broker hereunder.

8.2 HOLDING OF FUNDS FOR INVOICES RECEIVED AFTER TERMINATION

Agent may withhold funds for up to sixty (60) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner, and responsibility for payment of all unpaid bills.

By initialing below, you acknowledge and agree to the terms in Section 8.

X_____
Initial Here

9. INTERNAL REVENUE REPORTING

9.1 1099-MISC FORM

Accolade Property Management Group will publish your 1099-Misc Form to your owner portal. These forms will be available on or before January 31st and will remain available through October 15th.

If management has terminated before January 31 of current year or anytime during the previous year, electronic consent is also terminated and the 1099 will be furnished on paper and mailed to the address on file.

To obtain your electronic copy of your 1099, log onto your online portal.

By initialing below, you acknowledge and agree to the terms in Section 9.

X_____
Initial Here

10. Sign and Accept

10.1 EXECUTION OF CONTRACT

THE UNDERSIGNED ARE THE SOLE OWNERS AND THE ABOVE TERMS AND CONDITIONS ARE HEREBY ACCEPTED:

X _____

Owner

_____

Date Signed

X _____

Agent/Broker

_____

Date Signed

Audrey Casassa

From: Ken Rusch <ken@c21eburg.com>
Sent: Friday, November 3, 2023 3:26 PM
To: Audrey Casassa
Subject: Re: Info

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

We would charge 50% of the first month's rent on all new leases and 10% management fees per month. We would charge $350 for all lease renewals. For that we would manage on a day to day basis, we would arrange for repairs, do our best to make sure rent is in on time, help with evictions if necessary and due semi annual inspections on the properties or more if needed.

On Fri, Nov 3, 2023 at 2:03 PM Audrey Casassa <acasassa@cleelum.gov> wrote:

> HI Ken,
>
> Could we get what your fee's would be to manage these properties. Thanks
>
> *Thank You,*
>
> *Audrey Casassa*
>
> City of Cle Elum
>
> Utility Clerk
>
> acasassa@cleelum.gov
>
> 509 674-2262 Ext 107

From: Ken Rusch <ken@c21eburg.com>
Sent: Wednesday, November 1, 2023 11:34 AM
To: Audrey Casassa <acasassa@cleelum.gov>
Subject: Fwd: Info

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

---------- Forwarded message ---------
From: **Joe Chang** <joe@c21eburg.com>
Date: Wed, Nov 1, 2023 at 11:29 AM
Subject: Re: Info
To: Ken Rusch <ken@c21eburg.com>

Cle elum residential comps we manage.

411 w 1st: 1800 sqft 3bdr 2 bath. $2800 rent.

108 e 3rd: 800 sqft 2 bedroom 1 bath. $2450

On Wed, Nov 1, 2023 at 11:17 AM Joe Chang <joe@c21eburg.com> wrote:

1. **Lum's Coffee Shop** I'll need some more info on the land usage in this land lease to more accurately estimate achievable rents.

2. **Senor Bone's Restaurant** Estimated achievable rent of **$1100.**

3. **Salon 2120 Hair Salon** Estimated achievable rent of **$1200.**

4. **809 West Second St** Estimated achievable rent of **$2600** with seasonal adjustments.

5. **901 West Second St** Estimated achievable rent of **$2350** with seasonal adjustments.

On Wed, Oct 25, 2023 at 1:00 PM Ken Rusch <ken@c21eburg.com> wrote:

Here are the properties the city of Cle Elum might want us to manage, they are looking for fair market value for all of them and them will take it to the city council to vote for us to manage.

---------- Forwarded message ---------
From: **Audrey Casassa** <acasassa@cleelum.gov>
Date: Wed, Oct 25, 2023 at 9:32 AM
Subject: RE: Info
To: Ken Rusch <ken@c21eburg.com>
Cc: Robin Newcomb <rnewcomb@cleelum.gov>

Hi Ken,

City Rentals we discussed, We are just looking for rental value at this point, let me know if you need more information. Thanks so much.

City of Cle Elum Leased Properties:

1. **Lum's Coffee Shop** commercial land lease, this is just a land lease, they pay their own utilities for their building. 6,151 SF land space 1103 East First Cle Elum

2. **Senor Bone's Restaurant** 1045 SF Plus 400 SF loaf commercial space to the south of City Hall same building. 1 bath kitchen and dining with one drive up window. 108 S Oaks St. Garbage service separate.

3. **Salon 2120 Hair Salon** 1150 SF of commercial space east of City Hall same building. 1 bath. Garbage service separate.

4. **809 West Second St** Rental House. 2400 SF 3-bedroom 1 bath with basement. Utilities included. Water sewer and garbage

5. **901 West Second St** Rental House 1,100 SF 3 Bedroom 1 bath. Utilities included water sewer garbage.

Thank You,

Audrey Casassa

City of Cle Elum

Utility Clerk

acasassa@cleelum.gov

509 674-2262 Ext 107

--

Ken Rusch

Owner/ Designated Broker

CENTURY 21 Center Point

Past President KCAR

Trustee Washington State RPAC

[redacted]

ken@c21eburg.com

www.c21ellensburg.com

509.607.4677

--

Ken Rusch

Owner/ Designated Broker

CENTURY 21 Center Point

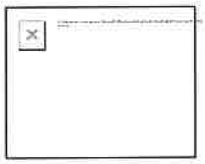
Past President KCAR

Trustee Washington State RPAC

ken@c21eburg.com

www.c21ellensburg.com

509.607.4677



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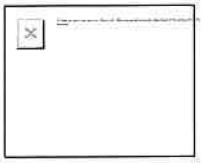
Ken Rusch
Owner/ Designated Broker
CENTURY 21 Center Point
Past President KCAR
Trustee Washington State RPAC
ken@c21eburg.com
www.c21ellensburg.com
509.607.4677



Audrey Casassa

From: Ken Rusch <ken@c21eburg.com>
Sent: Wednesday, November 1, 2023 11:31 AM
To: Audrey Casassa
Subject: Fwd: Info

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Here is what we came up with!

---------- Forwarded message ---------
From: **Joe Chang** <joe@c21eburg.com>
Date: Wed, Nov 1, 2023 at 11:18 AM
Subject: Re: Info
To: Ken Rusch <ken@c21eburg.com>

1. **Lum's Coffee Shop** I'll need some more info on the land usage in this land lease to more accurately estimate achievable rents.

2. **Senor Bone's Restaurant** Estimated achievable rent of **$1100.**

3. **Salon 2120 Hair Salon** Estimated achievable rent of **$1200.**

4. **809 West Second St** Estimated achievable rent of **$2600** with seasonal adjustments.

5. **901 West Second St** Estimated achievable rent of **$2350** with seasonal adjustments.

On Wed, Oct 25, 2023 at 1:00 PM Ken Rusch <ken@c21eburg.com> wrote:
Here are the properties the city of Cle Elum might want us to manage, they are looking for fair market value for all of them and them will take it to the city council to vote for us to manage.

---------- Forwarded message ---------
From: **Audrey Casassa** <acasassa@cleelum.gov>
Date: Wed, Oct 25, 2023 at 9:32 AM
Subject: RE: Info
To: Ken Rusch <ken@c21eburg.com>
Cc: Robin Newcomb <rnewcomb@cleelum.gov>

Hi Ken,

City Rentals we discussed, We are just looking for rental value at this point, let me know if you need more information. Thanks so much.

Audrey Casassa

From: Audrey Casassa
Sent: Wednesday, October 25, 2023 9:32 AM
To: Ken Rusch
Cc: Robin Newcomb
Subject: RE: Info

Hi Ken,

City Rentals we discussed, We are just looking for rental value at this point, let me know if you need more information. Thanks so much.

City of Cle Elum Leased Properties:

1. **Lum's Coffee Shop** commercial land lease, this is just a land lease, they pay their own utilities for their building. 6,151 SF land space 1103 East First Cle Elum
2. **Senor Bone's Restaurant** 1045 SF Plus 400 SF loaf commercial space to the south of City Hall same building. 1 bath kitchen and dining with one drive up window. 108 S Oaks St. Garbage service separate.
3. **Salon 2120 Hair Salon** 1150 SF of commercial space east of City Hall same building. 1 bath. Garbage service separate.
4. **809 West Second St** Rental House. 2400 SF 3-bedroom 1 bath with basement. Utilities included. Water sewer and garbage
5. **901 West Second St** Rental House 1,100 SF 3 Bedroom 1 bath. Utilities included water sewer garbage.

Thank You,

Audrey Casassa
City of Cle Elum
Utility Clerk
acasassa@cleelum.gov
509 674-2262 Ext 107