

City of Prosser
CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, July 14, 2015 at 7:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CITIZEN PARTICIPATION

5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS

6. CONSENT AGENDA

- a) Approve Payment of Payroll Check Nos. 600392 through 600429 in the amount of \$35,066.29 and Direct Deposits in the Amount of \$116,402.01, for the Period Ending June 30, 2015..... **Page 3**
- b) Approve Payment of Claim Checks Nos. 12665 through 12739 and 12742 through 12765, in the Amount of \$413,497.36 and Electronic Payments in the Amount of \$87,044.97 for the Period Ending July 14, 2015 **Page 7**
- c) Accept Monthly Report by Prosser Economic Development Association for the Month of June 2015 and Authorize Payment for those Services in the Amount of \$2,166.66 and Authorize Payment in the Amount of \$1,416.67 for Grant Writer Services **Page 19**
- d) Approve June 2, 2015 Meeting Minutes..... **Page 22**
- e) Approve June 9, 2015 Meeting Minutes..... **Page 25**

7. COUNCIL ACTION

- a.) **Claim Checks**..... **Page 28**

RECOMMENDATION: Approve Payment of Claim Check No. 12766 in the Amount of \$1,101.40 for the Period Ending July 14, 2015.

The first Ordinance passed will be Ordinance 15-2936
The first Resolution passed will be Resolution 15-1489

b.) Consideration of a RESOLUTION Approving the Affordable Housing (2060) Interlocal Agreement Page 30

RECOMMENDATION: Adopt Resolution 15-_____ approving the Affordable Housing (2060) Interlocal Agreement between the City of Prosser and Benton County, and Authorize the Mayor to sign the Agreement.

c.) Consideration of RESOLUTION Approving the School Resource Officer Interlocal Agreement Page 48

RECOMMENDATION: Adopt Resolution No. 15-_____ approving an Interlocal Agreement between the City of Prosser and the Prosser School District regarding the placement of a School Resource Officer in the Prosser Schools and Authorize the Mayor to sign the Agreement.

d.) Consideration of ORDINANCE Amending the Personnel Policy Page 59

RECOMMENDATION: Adopt Ordinance No. 15-_____ amending the Personnel Policy.

8. COUNCIL DISCUSSION

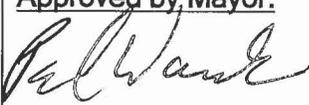
a.) Operating Funds Budget Amendment Page 114

9. ADJOURNMENT

*The first Ordinance passed will be Ordinance 15-2936
The first Resolution passed will be Resolution 15-1489*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of payroll check nos. 600392 through 600429 in the amount of \$35,066.29 and direct deposits in the amount of \$116,402.01 for the period ending June 30, 2015		Meeting Date: July 14, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$151,468.30		Account Number: Various	
Amount Budgeted: Various amounts in salaries, wages, and benefits.		Name and Fund# Various	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: 1. Payroll Check Register			
Summary Statement: Payroll check nos. 600392 through 600429 in the amount of \$35,066.29 and direct deposits in the amount of \$116,402.01 for the period ending June 30, 2015			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Approve payment payroll check nos. 600392 through 600429 in the amount of \$35,066.29 and direct deposits in the amount of \$116,402.01 for the period ending June 30, 2015			
Reviewed by Department Director: <i>Not Available -</i>	Reviewed by City Attorney: N/A	Approved by Mayor: 	
Date:	Date:	Date: 7-9-16	
Today's Date: July 8, 2015	Revision Number/Date:	File Name and Path:	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/30/2015 To: 07/01/2015

Time: 16:35:50 Date: 07/08/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4477	06/30/2015	Payroll	1	EFT		2,497.69	June Payroll
4478	06/30/2015	Payroll	1	EFT		460.21	June Payroll
4482	06/30/2015	Payroll	1	EFT		1,404.87	June Payroll
4487	06/30/2015	Payroll	1	EFT		1,396.33	June Payroll
4488	06/30/2015	Payroll	1	EFT		3,777.08	June Payroll
4489	06/30/2015	Payroll	1	EFT		3,154.08	June Payroll
4490	06/30/2015	Payroll	1	EFT		3,860.85	June Payroll
4493	06/30/2015	Payroll	1	EFT		3,588.89	June Payroll
4494	06/30/2015	Payroll	1	EFT		920.50	June Payroll
4495	06/30/2015	Payroll	1	EFT		3,363.89	June Payroll
4498	06/30/2015	Payroll	1	EFT		1,194.21	June Payroll
4501	06/30/2015	Payroll	1	EFT		4,195.78	June Payroll
4502	06/30/2015	Payroll	1	EFT		4,651.14	June Payroll
4503	06/30/2015	Payroll	1	EFT		3,856.14	June Payroll
4505	06/30/2015	Payroll	1	EFT		129.01	June Payroll
4508	06/30/2015	Payroll	1	EFT		440.68	June Payroll
4509	06/30/2015	Payroll	1	EFT		5,068.60	June Payroll
4513	06/30/2015	Payroll	1	EFT		3,378.35	June Payroll
4514	06/30/2015	Payroll	1	EFT		3,799.45	June Payroll
4517	06/30/2015	Payroll	1	EFT		2,507.92	June Payroll
4519	06/30/2015	Payroll	1	EFT		2,697.92	June Payroll
4520	06/30/2015	Payroll	1	EFT		592.16	June Payroll
4521	06/30/2015	Payroll	1	EFT		3,665.56	June Payroll
4523	06/30/2015	Payroll	1	EFT		2,616.89	June Payroll
4524	06/30/2015	Payroll	1	EFT		1,345.21	June Payroll
4527	06/30/2015	Payroll	1	EFT		2,753.01	June Payroll
4528	06/30/2015	Payroll	1	EFT		484.33	June Payroll
4530	06/30/2015	Payroll	1	EFT		3,438.58	June Payroll
4533	06/30/2015	Payroll	1	EFT		1,818.19	June Payroll
4534	06/30/2015	Payroll	1	EFT		510.64	June Payroll
4536	06/30/2015	Payroll	1	EFT		1,717.51	June Payroll
4537	06/30/2015	Payroll	1	EFT		3,434.45	June Payroll
4540	06/30/2015	Payroll	1	EFT		3,390.29	June Payroll
4541	06/30/2015	Payroll	1	EFT		2,750.27	June Payroll
4542	06/30/2015	Payroll	1	EFT		389.80	June Payroll
4543	06/30/2015	Payroll	1	EFT		2,571.42	June Payroll
4544	06/30/2015	Payroll	1	EFT		3,054.35	June Payroll
4546	06/30/2015	Payroll	1	EFT		104.93	June Payroll
4547	06/30/2015	Payroll	1	EFT			Deleted Payroll Entry - Toni Yost
4548	06/30/2015	Payroll	1	EFT		2,799.03	June Payroll
4549	06/30/2015	Payroll	1	EFT		2,230.51	June Payroll
4551	06/30/2015	Payroll	1	EFT		494.79	June Payroll
4554	06/30/2015	Payroll	1	EFT		2,047.10	June Payroll
4555	06/30/2015	Payroll	1	EFT		3,739.70	June Payroll
4556	06/30/2015	Payroll	1	EFT		230.31	June Payroll
4557	06/30/2015	Payroll	1	EFT		4,020.39	June Payroll
4560	06/30/2015	Payroll	1	EFT		5,321.95	June Payroll
4561	06/30/2015	Payroll	1	EFT		331.25	June Payroll
4562	06/30/2015	Payroll	1	EFT		2,945.61	June Payroll
4479	06/30/2015	Payroll	1	600393		2,050.53	June Payroll
4480	06/30/2015	Payroll	1	600394		230.31	June Payroll
4481	06/30/2015	Payroll	1	600395		493.95	June Payroll
4483	06/30/2015	Payroll	1	600396		1,720.88	June Payroll
4484	06/30/2015	Payroll	1	600397		533.91	June Payroll
4485	06/30/2015	Payroll	1	600398		4,273.25	June Payroll
4486	06/30/2015	Payroll	1	600399		221.01	June Payroll
4491	06/30/2015	Payroll	1	600400		973.88	June Payroll

CHECK REGISTER

City Of Prosser
MCA# #: 0205

06/30/2015 To: 07/01/2015

Time: 16:35:50 Date: 07/08/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4492	06/30/2015	Payroll	1	600401		542.95	June Payroll
4496	06/30/2015	Payroll	1	600402		69.95	June Payroll
4497	06/30/2015	Payroll	1	600403		633.35	June Payroll
4499	06/30/2015	Payroll	1	600404		1,011.54	June Payroll
4500	06/30/2015	Payroll	1	600405		189.37	June Payroll
4504	06/30/2015	Payroll	1	600406		815.42	June Payroll
4506	06/30/2015	Payroll	1	600407		224.51	June Payroll
4507	06/30/2015	Payroll	1	600408		516.41	June Payroll
4510	06/30/2015	Payroll	1	600409		448.54	June Payroll
4511	06/30/2015	Payroll	1	600410		3,652.61	June Payroll
4512	06/30/2015	Payroll	1	600411		634.31	June Payroll
4515	06/30/2015	Payroll	1	600412		518.37	June Payroll
4516	06/30/2015	Payroll	1	600413		582.77	June Payroll
4518	06/30/2015	Payroll	1	600414		788.21	June Payroll
4522	06/30/2015	Payroll	1	600415		497.00	June Payroll
4525	06/30/2015	Payroll	1	600416		2,573.43	June Payroll
4526	06/30/2015	Payroll	1	600417		445.60	June Payroll
4529	06/30/2015	Payroll	1	600418		2,441.34	June Payroll
4531	06/30/2015	Payroll	1	600419		551.38	June Payroll
4532	06/30/2015	Payroll	1	600420		366.86	June Payroll
4535	06/30/2015	Payroll	1	600421		544.83	June Payroll
4538	06/30/2015	Payroll	1	600422		531.41	June Payroll
4539	06/30/2015	Payroll	1	600423		649.65	June Payroll
4545	06/30/2015	Payroll	1	600424		1,630.16	June Payroll
4550	06/30/2015	Payroll	1	600425		764.69	June Payroll
4552	06/30/2015	Payroll	1	600426		808.09	June Payroll
4553	06/30/2015	Payroll	1	600427		653.68	June Payroll
4558	06/30/2015	Payroll	1	600428		471.75	June Payroll
4559	06/30/2015	Payroll	1	600429		1,010.39	June Payroll

001 General Fund	67,547.70
102 Street Fund	14,260.48
149 Public Safety Sales Tax Fund	4,807.32
403 Water Fund	35,177.13
407 Sewer Fund	28,030.17
448 Garbage Fund	385.31

150,208.11 Payroll: 150,208.11

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Signature

6/29/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/30/2015 To: 07/01/2015

Time: 16:36:19 Date: 07/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4603	07/01/2015	Payroll	1	EFT		1,260.19	Sabalza
		001 General Fund				1,260.19	
						1,260.19	Payroll: 1,260.19



Signature



Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 12665 through 12739 and 12742 through 12765 in the amount of \$413,497.36 and Electronic Payments in the amount of \$87,044.97 for the period ending July 14, 2015.

Meeting Date:
July 14, 2015
Regular Meeting

Department:
Finance

Director:
Toni Yost

Contact Person:
Elia Lara

Phone Number:
(509) 786-2332

Cost of Proposal:
\$500,542.33

Account Number:
See Attached

Amount Budgeted:
See 2015 budget for each item listed.

Name and Fund#
See Attached

Reviewed by Finance Department:



Attachments to Agenda Packet Item:

Check Register # 12665 through 12739 and 12742 through 12765

Summary Statement:

Check Payments	Amount	Check Payments	Amount
12665 through 12739 and 12742 through 12765	\$413,497.36		
Electronic Payments	Amount		
IRS Federal Taxes	\$54,467.27	US Bank	\$2,094.88
WA Dept Social & Health Serv	\$228.60	Vend	\$530.00
Prosser, City Of	\$28322.98	WA Dept Revenue (tax)	\$908.54
Xpress BillPay	\$492.70		

Consistent with or Comparison to:

City's policy to pay bills in a timely manner.

Recommended City Council Action/Suggested Motion:

12665 through 12739 and 12742 through 12765 in the amount of \$413,497.36 and Electronic Payments in the amount of \$87,044.97 for the period ending July 14, 2015.

Reviewed by Department

Director: *Not Available -*

Date:

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:



Date: *7-9-15*

Today's Date:

July 8, 2015

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/24/2015 To: 06/24/2015

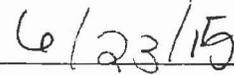
Time: 11:48:09 Date: 06/24/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4397	06/24/2015	Claims	1	12665	Frontier Title & Escrow Company	73,692.87	Closing Cost - Due To Escrow - 1331 Bennett Ave
			148 - 594 21 61 000 - Land Acquisition			73,692.87	Closing Cost - Due To Escrow - 1331 Bennett Ave
			148 Criminal Justice Fund			73,692.87	
						<u>73,692.87</u>	Claims: 73,692.87
						73,692.87	



Signature



Date

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City Of Prosser
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06/30/2015 To: 06/30/2015

Time: 10:32:10 Date: 06/29/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4564	06/30/2015	Payroll	1	EFT	Irs Federal Taxes	54,467.27	941 Deposit For 06/30/2015 - 06/30/2015
4565	06/30/2015	Payroll	1	EFT	WA Dept Social & Health Serv	228.60	06/30/2015 To 06/30/2015 - DSHS
4566	06/30/2015	Payroll	1	12666	AFLAC	1,483.61	06/30/2015 To 06/30/2015 - AFLAC Pre-Tax; 06/30/2015 To 06/30/2015 - AFLAC Post-Tax
4567	06/30/2015	Payroll	1	12667	AWC Employment Ben Trust	1,040.92	06/30/2015 To 06/30/2015 - Vision
4568	06/30/2015	Payroll	1	12668	Employment Security Department	6,342.31	2ND Quarter 04/01/2015 - 06/30/2015
4569	06/30/2015	Payroll	1	12669	Icma Retirement Trust	763.11	06/30/2015 To 06/30/2015 - 401(R)
4570	06/30/2015	Payroll	1	12670	Kansas Payment Center	1,122.00	06/30/2015 To 06/30/2015 - Support Withholding
4571	06/30/2015	Payroll	1	12671	Opeiu	687.25	06/30/2015 To 06/30/2015 - Union Dues - OPEIU
4572	06/30/2015	Claims	1	12672	Pitney Bowes-Purchase Power	5.53	FedEx Shipping Charges
4573	06/30/2015	Payroll	1	12673	Teamsters Legal Defense Fund	86.88	06/30/2015 To 06/30/2015 - Legal Defense Fund
4574	06/30/2015	Payroll	1	12674	Teamsters Local Union No 839	1,352.00	06/30/2015 To 06/30/2015 - Union Dues - Teamsters
4575	06/30/2015	Payroll	1	12675	WA Dept L & I	23,103.05	2ND Quarter 04/01/2015 - 06/30/2015
4576	06/30/2015	Payroll	1	12676	WA Dept Retirement	31,994.30	06/30/2015 To 06/30/2015 - PERS; 06/30/2015 To 06/30/2015 - PERS 3; 06/30/2015 To 06/30/2015 - LEOFF 2; 06/30/2015 To 06/30/2015 - DRS - DCP
4577	06/30/2015	Claims	1	12677	WA Dept Revenue	11.00	Minor Work Permit
4578	06/30/2015	Payroll	1	12678	Western Conf Of Teamsters Pension Trust	3,190.35	06/30/2015 To 06/30/2015 - TPT

001 General Fund	101,294.40
102 Street Fund	3,962.01
149 Public Safety Sales Tax Fund	1,524.08
403 Water Fund	10,914.88
407 Sewer Fund	8,091.79
448 Garbage Fund	91.02

	Claims: 16.53
125,878.18	Payroll: 125,861.65

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Signature

6/29/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:35:46 Date: 06/29/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4579	06/30/2015	Payroll	1	12679	Washington Teamsters Welfare	68,605.54	06/30/2015 To 06/30/2015 - WTWT
		001 General Fund				45,404.64	
		102 Street Fund				3,117.92	
		117 Employee Benefits Security				1,921.20	
		149 Public Safety Sales Tax Fund				2,246.44	
		403 Water Fund				9,118.05	
		407 Sewer Fund				6,701.31	
		448 Garbage Fund				95.98	
						<u>68,605.54</u>	Payroll: 68,605.54



Signature



Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

07/14/2015 To: 07/14/2015

Time: 14:49:23 Date: 07/14/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4795	07/14/2015	Claims	1	EFT	Prosser, City Of	28,322.98	Water Bill - June
					001 - 518 31 47 000 - Public Utility Services	516.78	Water Bill - June
					403 - 534 80 47 000 - Public Utility Services	1,292.06	Water Bill - June
					407 - 535 80 47 000 - Public Utility Services	13,286.78	Water Bill - June
					102 - 542 90 47 000 - Public Utility Services	1,675.73	Water Bill - June
					001 - 569 21 47 000 - Public Utility Services	555.27	Water Bill - June
					001 - 572 50 47 000 - Public Utility Services	508.69	Water Bill - June
					001 - 576 20 47 000 - Public Utility Services	2,638.64	Water Bill - June
					001 - 576 80 47 000 - Public Utility Services	7,849.03	Water Bill - June
4796	07/14/2015	Claims	1	EFT	US Bank Na	2,094.88	Lifeguard Scheduling Program; ARC Lifeguarding Training & UPS Shipping Charges; NGIA Training Hotel Resv. - M. Buck & Close-Quarter Carbine Training Hotel Resv. - T. Pottle; CPM & WTT Training - T. Me
					001 - 521 20 43 000 - Travel	596.52	NGIA Training Hotel Resv. - M. Buck & Close-Quarter Carbine Training Hotel Resv. - T. Pottle
					403 - 534 80 42 000 - Communications	32.76	UPS Charges
					403 - 534 80 43 000 - Travel	793.80	CPM & WTT Training - T. Medley & G. Gustafson, OWTP1 Book - U. Araiza
					407 - 535 80 42 000 - Communications	10.28	UPS Charges
					407 - 535 80 43 000 - Travel	61.00	CPM & WTT Training - T. Medley & G. Gustafson, OWTP1 Book - U. Araiza
					448 - 537 80 42 000 - Communications	10.28	UPS Charges
					403 - 539 20 42 000 - Communications	10.28	UPS Charges
					001 - 576 20 31 000 - Office & Operating Supplies	189.00	Lifeguard Scheduling Program
					001 - 576 20 41 001 - Professional Services	385.00	ARC Lifeguarding Training
					001 - 576 20 42 000 - Communications	5.96	UPS Charges
4797	07/14/2015	Claims	1	EFT	Vend	530.00	Pool Point Of Sale Software
					001 - 518 88 35 001 - Small Tools & Minor Equipm	530.00	Pool Point Of Sale Software
4798	07/14/2015	Claims	1	EFT	WA Dept Revenue (tax)	908.54	Leasehold Excise Tax - 2nd Qrt
					001 - 518 31 44 000 - External Taxes	770.51	Leasehold Excise Tax - 2nd Qrt
					407 - 535 80 44 000 - External Taxes	9.63	Leasehold Excise Tax - 2nd Qrt
					001 - 576 20 44 001 - External Taxes	128.40	Leasehold Excise Tax - 2nd Qrt
4799	07/14/2015	Claims	1	EFT	Xpress Billpay	492.70	Online Billing
					001 - 514 30 49 000 - Miscellaneous	7.88	Online Billing
					403 - 534 80 49 000 - Miscellaneous	108.39	Online Billing
					407 - 535 80 49 000 - Miscellaneous	106.91	Online Billing
					448 - 537 80 49 000 - Miscellaneous	107.43	Online Billing
					403 - 539 20 49 000 - Miscellaneous	106.91	Online Billing
					001 - 576 20 49 001 - Miscellaneous	55.18	Online Billing
4800	07/14/2015	Claims	1	12680	ABC Fire Control	256.30	Hood Cleaning
					001 - 576 80 48 000 - Repairs & Maintenance	256.30	Hood Cleaning
4801	07/14/2015	Claims	1	12681	Abadan Inc	1,806.46	Police Department Copier Maintenance; Finance Department Printer Maintenance; Bizhub C3350; Water Department Copier Maintenance; Front Desk Copy Machine Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	23.83	Police Department Copier Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	16.29	Finance Department Printer Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	119.93	Front Desk Copy Machine Maintenance
					001 - 518 88 35 001 - Small Tools & Minor Equipm	1,521.49	Bizhub C3350
					403 - 534 80 48 000 - Repairs & Maintenance	39.24	Water Department Copier Maintenance

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City Of Prosser
MCAG #: 0205

07/14/2015 To: 07/14/2015

Time: 14:49:23 Date: 07/14/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			403 - 534 80 48 000 - Repairs & Maintenance			5.77	Front Desk Copy Machine Maintenance
			407 - 535 80 48 000 - Repairs & Maintenance			5.77	Front Desk Copy Machine Maintenance
			448 - 537 80 48 000 - Repairs & Maintenance			5.77	Front Desk Copy Machine Maintenance
			403 - 539 20 48 000 - Repairs & Maintenance			5.79	Front Desk Copy Machine Maintenance
			102 - 542 90 48 000 - Repairs & Maintenance			0.20	Front Desk Copy Machine Maintenance
			001 - 571 22 48 001 - Repairs & Maintenance			15.70	Front Desk Copy Machine Maintenance
			001 - 576 20 48 000 - Repairs & Maintenance			46.68	Front Desk Copy Machine Maintenance
4802	07/14/2015	Claims	1	12682	Aqua-Aerobic Systems Inc	257.14	Actuator Pivot Pin
			407 - 535 80 31 000 - Office & Operating Supplies			257.14	Actuator Pivot Pin
4803	07/14/2015	Claims	1	12683	Aquatic Distributors	4,989.00	Ultramax Commercial Pool Cleaner
			001 - 576 20 31 000 - Office & Operating Supplies			4,989.00	Ultramax Commercial Pool Cleaner
4804	07/14/2015	Claims	1	12684	Uriel Araiza	28.00	Flagger Class & CDL Class Luch Reimbursement
			407 - 535 80 49 000 - Miscellaneous			28.00	Flagger Class & CDL Class Luch Reimbursement
4805	07/14/2015	Claims	1	12685	B J Paint & Carpet	225.85	4 Gal Miller Colorant For Bathrooms
			001 - 576 80 31 000 - Office & Operating Supplies			225.85	4 Gal Miller Colorant For Bathrooms
4806	07/14/2015	Claims	1	12686	BDI	65,999.42	Garbage Billing
			448 - 537 80 47 000 - Public Utility Services			65,999.42	Garbage Billing
4807	07/14/2015	Claims	1	12687	Steven W Becken	407.10	Travel Mileage Reimbursement - BFT, BFCAC, YBS
			001 - 511 60 43 000 - Travel			407.10	Travel Mileage Reimbursement - BFT, BFCAC, YBS
4808	07/14/2015	Claims	1	12688	Benton County Road Fund	1,896.58	2015 BST Chip Seal
			102 - 542 30 51 000 - Intergov't Professional Servic			1,896.58	2015 BST Chip Seal
4809	07/14/2015	Claims	1	12689	Benton Franklin Dist Health	192.00	Drinking Water Bacteria
			403 - 534 80 41 000 - Professional Services			192.00	Drinking Water Bacteria
4810	07/14/2015	Claims	1	12690	Benton PUD	2,637.98	Electric Bill - 6th St; Electric Bill - 1401 SR22
			403 - 534 80 47 000 - Public Utility Services			2,466.50	Electric Bill - 1401 SR22
			102 - 542 63 47 000 - Public Utility Services			171.48	Electric Bill - 6th St
4811	07/14/2015	Claims	1	12691	Benton REA	2,053.52	IT Professional Service; Virtual Domain; Water Tower Rugular Bill; WCR, WCR & Chardonnay, Merlot Dr Regular Bills
			001 - 518 88 41 000 - Professional Services			1,116.21	IT Professional Service
			001 - 518 88 41 000 - Professional Services			9.95	Virtual Domain
			403 - 534 80 47 000 - Public Utility Services			52.32	Water Tower Rugular Bill
			102 - 542 63 47 000 - Public Utility Services			875.04	WCR, WCR & Chardonnay, Merlot Dr Regular Bills
4812	07/14/2015	Claims	1	12692	Bleyhl Farm Service Gas	2,192.64	PW Fuel Charges; Waste Water , Bldg & City Fuel Charges
			001 - 511 60 32 000 - Fuel			75.62	City Fuel Charges
			001 - 524 20 32 000 - Fuel Consumed			41.57	Bldg. Fuel Charges
			403 - 534 80 32 000 - Fuel Consumed			449.21	PW Fuel Charges
			407 - 535 80 32 000 - Fuel Consumed			278.62	Waste Water Fuel Charges
			403 - 539 20 32 000 - Fuel Consumed			449.21	PW Fuel Charges
			102 - 542 90 32 000 - Fuel Consumed			449.21	PW Fuel Charges
			001 - 576 80 32 000 - Fuel Consumed			449.20	PW Fuel Charges
4813	07/14/2015	Claims	1	12693	Blumenthal	252.25	Safety Vest - S. Orate; Ear Piece Barrel Tube
			149 - 521 20 21 149 - Law Enforcement -Uniform			85.74	Safety Vest - S. Orate

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			001 - 521 20 31 000		Office & Operating Supplies	166.51	Ear Piece Barrel Tube
4814	07/14/2015	Claims	1	12694	Boys & Girls Clubs	6,250.00	Boys & Girls Club
			001 - 571 22 41 001		Professional Services	6,250.00	Boys And Girls Club
4815	07/14/2015	Claims	1	12695	Brown's Tire Co Inc	93.33	Flat Repair, Radial Truck Tube & Pumping Calcium
			407 - 535 80 31 000		Office & Operating Supplies	93.33	Flat Repair, Radial Truck Tube & Pumping Calcium
4816	07/14/2015	Claims	1	12696	Cascade Analytical	133.50	Enviromental Mngmt Fee; Kjeldahl Total Nitrogen; Environmental & Kjeldahl
			407 - 535 80 41 000		Professional Services	44.50	Enviromental Mngmt Fee
			407 - 535 80 41 000		Professional Services	44.50	Kjeldahl Total Nitrogen
			407 - 535 80 41 000		Professional Services	44.50	Environmental & Kjeldahl
4817	07/14/2015	Claims	1	12697	Charter Communications	134.97	PD Basic Cable; City Hall Internet Usage
			001 - 518 88 42 000		Communications	130.00	City Hall Internet Usage
			001 - 521 20 42 000		Communications	4.97	PD Basic Cable
4818	07/14/2015	Claims	1	12698	Cities Insurance Assoc	1,000.00	Deductible Reimbursement - 42044 PMH Medical Center
			403 - 534 80 46 000		Insurance	1,000.00	Deductible Reimbursement - 42044 PMH Medical Center
4819	07/14/2015	Claims	1	12699	Mark R Cole	130.32	Duty Boots Purchased Reimbursement
			001 - 521 20 21 000		Uniforms & Equipment	130.32	Duty Boots Purchased Reimbursement
4820	07/14/2015	Claims	1	12700	Columbia Basin Hotsy	92.89	5 Gallon ATE Plus Detergent
			403 - 534 80 31 000		Office & Operating Supplies	30.96	5 Gallon ATE Plus Detergent
			102 - 542 90 31 000		Office & Operating Supplies	30.96	5 Gallon ATE Plus Detergent
			001 - 576 80 31 000		Office & Operating Supplies	30.97	5 Gallon ATE Plus Detergent
4821	07/14/2015	Claims	1	12701	Cook's True Value	765.25	3 Cage Trap; 30 Yd White Gorilla Tape & Rope; Fasteners & Tubing; (85) Chains; Galv Hex Bushing; Bushing, Adapter, PVC Pipe; CMP Coupling; Concrete Repair; Connector & Wire Stripper; 2PK Battery; Valv
			001 - 518 31 31 000		Office & Operating Supplies	15.19	Gal Bags
			001 - 518 31 31 000		Office & Operating Supplies	1.43	Fasteners
			001 - 518 31 31 000		Office & Operating Supplies	-3.57	Shelf Bracket Return
			001 - 518 31 31 000		Office & Operating Supplies	10.72	Shelf Brackets
			001 - 521 20 31 000		Office & Operating Supplies	13.01	HD Staple, Fluo Red Paint
			001 - 521 20 31 000		Office & Operating Supplies	27.14	Staple Gun
			001 - 524 20 31 000		Office & Operating Supplies	97.64	3 Cage Trap
			403 - 534 80 31 000		Office & Operating Supplies	14.11	Valve
			403 - 534 80 31 000		Office & Operating Supplies	9.09	Connector
			403 - 534 80 31 000		Office & Operating Supplies	9.22	Battery For Locator
			407 - 535 80 31 000		Office & Operating Supplies	7.05	Galv Hex Bushing
			407 - 535 80 31 000		Office & Operating Supplies	35.82	Connector & Wire Stripper
			407 - 535 80 31 000		Office & Operating Supplies	31.47	C-Clamps
			407 - 535 80 31 000		Office & Operating Supplies	51.55	BRS Shut Off & Connectors
			407 - 535 80 31 000		Office & Operating Supplies	69.45	Brush/Pole, Drying Towel & Vinyl Protectant
			403 - 539 20 31 000		Office & Operating Supplies	5.14	Bushing, Adapter, PVC Pipe
			403 - 539 20 31 000		Office & Operating Supplies	34.73	CMP Coupling
			403 - 539 20 31 000		Office & Operating Supplies	18.44	2PK Battery
			102 - 542 90 31 000		Office & Operating Supplies	12.20	Fogger & Scent Refills
			001 - 576 20 31 000		Office & Operating Supplies	87.90	30 Yd White Gorilla Tape & Rope

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			001 - 576 20 31 000		Office & Operating Supplies	3.24	Fasteners & Tubing
			001 - 576 20 31 000		Office & Operating Supplies	119.08	(85) Chains
			001 - 576 20 31 000		Office & Operating Supplies	4.88	Wind Caulk
			001 - 576 20 31 000		Office & Operating Supplies	6.51	White Cable Tie
			001 - 576 20 31 000		Office & Operating Supplies	14.10	BBQ Grill Cleaner
			001 - 576 80 31 000		Office & Operating Supplies	4.33	Concrete Repair
			001 - 576 80 31 000		Office & Operating Supplies	19.54	Leaf Skimmer/Handle
			001 - 576 80 31 000		Office & Operating Supplies	12.20	Fogger & Scent Refills
			001 - 576 80 31 000		Office & Operating Supplies	33.64	Sash Brush & Non Toxic Dust Mask
4822	07/14/2015	Claims	1	12702	Cross Match Technologies	1,260.63	CMT Advantage Software Maintenance
			001 - 521 20 48 000		Repairs & Maintenance	1,260.63	CMT Advantage Software Maintenance
4823	07/14/2015	Claims	1	12703	DB Secure Shred	163.66	Destruction Service
			001 - 514 30 41 000		Professional Services	140.28	Destruction Service
			001 - 521 20 41 000		Professional Services	23.38	Destruction Service
4824	07/14/2015	Claims	1	12704	Ron Emick	150.00	Refund Utility Deposit
			603 - 586 00 00 000		Utility Deposits Refunded	150.00	Refund Utility Deposit
4825	07/14/2015	Claims	1	12705	Fastenal Company	5.20	1/4-28x1 SHCS
			407 - 535 80 31 000		Office & Operating Supplies	5.20	1/4-28x1 SHCS
4826	07/14/2015	Claims	1	12706	Galco Industrial Electronics, Inc	157.55	Filter Replacement 5 Pk
			403 - 534 80 31 000		Office & Operating Supplies	157.55	Filter Replacement 5 Pk
4827	07/14/2015	Claims	1	12707	Sam Glover	15.00	Pool Entry Refund
			001 - 347 30 00 000		Activity Fees	-15.00	Pool Entry Refund
4828	07/14/2015	Claims	1	12708	Grainger Inc	226.55	Batteries; Paint Roller Cover; Air Filter
			001 - 514 23 31 000		Office & Operating Supplies	13.74	Batteries
			403 - 534 80 31 000		Office & Operating Supplies	154.17	Air Filter
			001 - 576 80 31 000		Office & Operating Supplies	58.64	Paint Roller Cover
4829	07/14/2015	Claims	1	12709	Granich Engineered Products	2,048.72	Diaphragm Pump For Filter Belt Press
			407 - 535 80 31 000		Office & Operating Supplies	1,886.48	Diaphragm Pump For Filter Belt Press
			407 - 535 80 31 000		Office & Operating Supplies	162.24	Diaphragm Pump For Filter Belt Press - Tax
4830	07/14/2015	Claims	1	12710	Granite Construction Co	56.59	Refund inactive customer credit balance
			603 - 586 00 00 000		Utility Deposits Refunded	56.59	
4831	07/14/2015	Claims	1	12711	Green River Community College	400.00	Anatomy Of Water Treatment Plant & Fire Hydrant Maintenance Class - T. Stewart
			403 - 534 80 43 000		Travel	400.00	Anatomy Of Water Treatment Plant & Fire Hydrant Maintenance Class - T. Stewart
4832	07/14/2015	Claims	1	12712	HD Fowler, Co	227.48	Stainless Steel Gasket
			403 - 539 20 31 000		Office & Operating Supplies	227.48	Stainless Steel Gasket
4833	07/14/2015	Claims	1	12713	Hasty Awards	511.24	Little League Awards Medals & Plaques
			001 - 571 22 31 001		Office & Operating Supplies	464.47	Little League Medals & Sponsor Plaque
			001 - 571 22 31 001		Office & Operating Supplies	46.77	Shipping Cost
4834	07/14/2015	Claims	1	12714	Icompass	11,900.00	Meeting Manager Pro/Records Manager
			001 - 518 88 35 001		Small Tools & Minor Equipm	2,975.00	Meeting Manager Pro/Records Manager
			403 - 534 80 35 000		Small Tools & Minor Equipm	2,975.00	Meeting Manager Pro/Records Manager

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			407 - 535 80 35 000 - Small Tools & Minor Equipm			2,975.00	Meeting Manager Pro/Records Manager
			102 - 542 90 35 000 - Small Tools & Minor Equipm			2,975.00	Meeting Manager Pro/Records Manager
4835	07/14/2015	Claims	1	12715	Intoximeters	215.58	Liter Dry Gas Tank
			001 - 521 20 31 000 - Office & Operating Supplies			215.58	
4836	07/14/2015	Claims	1	12716	Moo Sung Kang	981.14	Refund Planning Deposit 15-4- Variance, SEPA, Site Review
			001 - 589 00 07 000 - Planning Deposit Disburseme			981.14	Refund Planning Deposit 15-4- Variance, SEPA, Site Review
4837	07/14/2015	Claims	1	12717	Kie Supply Corporation	279.73	Hunter Rotor 4"
			001 - 576 80 31 000 - Office & Operating Supplies			279.73	Hunter Rotor 4"
4838	07/14/2015	Claims	1	12718	Knorr Systems Inc	2,768.11	Pool Heaters Maintenance & Parts
			001 - 576 20 48 000 - Repairs & Maintenance			2,768.11	Pool Heater Maintenance
4839	07/14/2015	Claims	1	12719	LEIRA	50.00	2015 LE Personnel Records Training - C. Mendoza
			001 - 521 20 49 000 - Miscellaneous			50.00	2015 LE Personnel Records Training - C. Mendoza
4840	07/14/2015	Claims	1	12720	Elia N Lara	453.08	Grant Manag & Excise Tax Training Reimbursement
			001 - 514 23 43 000 - Travel			453.08	Grant Manag & Excise Tax Training Reimbursement
4841	07/14/2015	Claims	1	12721	Leaf	123.80	PD Copy Machine Lease
			001 - 514 23 45 000 - Operating Rentals & Leases			123.80	PD Copy Machine Lease
4842	07/14/2015	Claims	1	12722	The Markets LLC	67.84	12 Mountain Mist Water; Purified Water; Party Cups, Ice, And Donuts - Community Event; 12 Mountain Mist Waters; Ice; Party Ice
			001 - 511 60 49 000 - Miscellaneous			17.76	Party Cups, Ice, And Donuts - Community Event
			407 - 535 80 31 000 - Office & Operating Supplies			16.68	12 Mountain Mist Water
			407 - 535 80 31 000 - Office & Operating Supplies			16.68	12 Mountain Mist Waters
			001 - 576 20 31 000 - Office & Operating Supplies			5.56	Purified Water
			001 - 576 20 31 000 - Office & Operating Supplies			5.58	Ice
			001 - 576 20 31 000 - Office & Operating Supplies			5.58	Party Ice
4843	07/14/2015	Claims	1	12723	McCune'sinstruments	85.88	Certification Of Backflow Test Kit
			403 - 534 80 48 000 - Repairs & Maintenance			85.88	Certification Of Backflow Test Kit
4844	07/14/2015	Claims	1	12724	Mid-Columbia Library	15,321.72	Mid Columbia Library
			001 - 572 20 51 000 - Intergov't Professional Servic			15,321.72	Mid- Columbia Libraries
4845	07/14/2015	Claims	1	12725	Moon Security	54.95	Basic Commercial Monitoring
			001 - 521 20 41 000 - Professional Services			54.95	Basic Commercial Monitoring
4846	07/14/2015	Claims	1	12726	National Barricade Of Spokane	235.05	Round Railroad Symbol & Overflow Parking Sign
			102 - 542 64 31 000 - Office & Operating Supplies			113.26	Round Railroad Symbol
			001 - 576 20 31 000 - Office & Operating Supplies			121.79	Overflow Parking Sign
4847	07/14/2015	Claims	1	12727	North Central Laboratories	1,744.49	Basic Biological Microscope; Ammonia ISA Buffer, Fill Solution, Pipet, Sero & Kimax
			407 - 535 80 31 000 - Office & Operating Supplies			745.25	Ammonia ISA Buffer, Fill Solution, Pipet, Sero & Kimax
			407 - 535 80 35 000 - Small Tools & Minor Equipm			940.50	Basic Biological Microscope
			407 - 535 80 35 000 - Small Tools & Minor Equipm			58.74	Basic Biological Microscope
4848	07/14/2015	Claims	1	12728	Northwest Handling Systems	407.25	Walkie Stacker Rental

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			403 - 534 80 45 000 - Operating Rentals & Leases			407.25	Walkie Stacker Rental
4849	07/14/2015	Claims	1	12729	Office Depot	101.61	Wristrest Pad, Tape Dispenser, Lanyard & B/W Tape
			001 - 514 23 31 000 - Office & Operating Supplies			12.08	Wristrest Pad, Tape Dispenser
			001 - 576 20 31 000 - Office & Operating Supplies			89.53	Lanyard & B/W Tape
4850	07/14/2015	Claims	1	12730	Outwest Pet Rescue	569.99	Animal Control Service & Vaccination
			001 - 524 20 31 000 - Office & Operating Supplies			169.99	Animal Control Service & Vaccination
			001 - 524 20 41 000 - Professional Services			400.00	Animal Control Service & Vaccination
4851	07/14/2015	Claims	1	12731	Benkomatic / Owen Equipment	1,444.91	Industrial Sweeping Brooms
			102 - 542 67 31 000 - Office & Operating Supplies			1,267.06	Industrial Sweeping Brooms
			102 - 542 67 31 000 - Office & Operating Supplies			177.85	Industrial Sweeping Brooms
4852	07/14/2015	Claims	1	12732	Oxarc	2,042.15	Sodium Hypochlorite Bulk; Finance Charge; Sodium Hypochlorite Bulk; Small Cylinders Rentals
			403 - 534 80 31 000 - Office & Operating Supplies			878.57	Sodium Hypochlorite Bulk
			407 - 535 80 31 000 - Office & Operating Supplies			51.79	Finance Charge
			407 - 535 80 45 000 - Operating Rentals & Leases			50.77	Small Cylinders Rentals
			001 - 576 20 31 000 - Office & Operating Supplies			1,061.02	Sodium Hypochlorite Bulk
4853	07/14/2015	Claims	1	12733	Pasco Police Reserve	75.00	Law Enforcement Reserve Academy Graduation
			001 - 521 20 51 000 - Intergov't Professional Servic			75.00	Law Enforcement Reserve Academy Graduation
4854	07/14/2015	Claims	1	12734	PayneWest Insurance	125.00	New Public Official Bond 2015-2016
			103 - 543 30 46 103 - Insurance			125.00	New Public Official Bond 2015-2016
4855	07/14/2015	Claims	1	12735	Arturo Perez	14.00	Flagger Class Lunch Reimbursement
			407 - 535 80 49 000 - Miscellaneous			14.00	Flagger Class Lunch Reimbursement
4856	07/14/2015	Claims	1	12736	Jessica Perez	25.00	Swim Team Refund
			001 - 347 30 00 000 - Activity Fees			-25.00	Swim Team Refund
4857	07/14/2015	Claims	1	12737	Pocketinet Communications	343.00	Wide Area Network, Dedicated 3 Mbps
			001 - 518 88 42 000 - Communications			343.00	Wide Area Network, Dedicated 3 Mbps
4858	07/14/2015	Claims	1	12738	Pollard Water	678.21	Bacterial Supplement High Grease Food
			407 - 535 80 31 000 - Office & Operating Supplies			678.21	Bacterial Supplement High Grease Food
4859	07/14/2015	Claims	1	12739	Trevor S Pottle	120.00	Training Meal Reimbursement
			001 - 521 20 43 000 - Travel			120.00	Training Meal Reimbursement
4860	07/14/2015	Claims	1	12740	Prosser Economic Development A	3,583.33	Contract For Service, Grant Writer Agreement
			001 - 558 70 41 000 - Professional Services			2,166.66	Contract For Services
			001 - 558 70 41 000 - Professional Services			1,416.67	Grant Writer Agreement
4861	07/14/2015	Claims	1	12741	Prosser Napa	128.03	Truck Handle; Reducer; Switch
			407 - 535 80 31 000 - Office & Operating Supplies			19.60	Reducer
			102 - 542 90 31 000 - Office & Operating Supplies			99.90	Switch
			001 - 576 80 31 000 - Office & Operating Supplies			8.53	Truck Handle
4862	07/14/2015	Claims	1	12742	Prosser Rentals	57.60	22.1 Gal Propane
			001 - 576 20 31 000 - Office & Operating Supplies			57.60	22.1 Gal Propane
4863	07/14/2015	Claims	1	12743	Prosser, City Of	604.42	Planning Project 14-13

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			470 - 594 35 41 000 - Engineering			604.42	Planning Project 14-13
4864	07/14/2015	Claims	1	12744	Psychological Consultants	550.00	Psychological Testing - R. Sabalza
			001 - 521 20 41 000 - Professional Services			550.00	Psychological Testing - R. Sabalza
4865	07/14/2015	Claims	1	12745	Q-Tech Auto Service Ctr	67.11	Battery Drain
			403 - 534 80 48 000 - Repairs & Maintenance			67.11	Battery Drain
4866	07/14/2015	Claims	1	12746	Rainwater Water Co	40.74	(5) Water; Cooler Rent H&C
			407 - 535 80 31 000 - Office & Operating Supplies			30.00	(5) Water
			407 - 535 80 45 000 - Operating Rentals & Leases			10.74	Cooler Rent H&C
4867	07/14/2015	Claims	1	12747	Schuknecht's Polygraph Service	175.00	Polygraph Test - R. Zabalza
			001 - 521 20 41 000 - Professional Services			175.00	Polygraph Test - R. Zabalza
4868	07/14/2015	Claims	1	12748	Seawestern Inc	1,555.80	MSA Altair Gas Detector, Univ. Pump Probe, Gas Cali.
			403 - 534 80 35 000 - Small Tools & Minor Equipm			777.90	MSA Altair Gas Detector, Univ. Pump Probe, Gas Cali.
			407 - 535 80 35 000 - Small Tools & Minor Equipm			777.90	MSA Altair Gas Detector, Univ. Pump Probe, Gas Cali.
4869	07/14/2015	Claims	1	12749	Cormac Thompson	124.49	Refund Utility Deposit
			603 - 586 00 00 000 - Utility Deposits Refunded			124.49	Refund Utility Deposit
4870	07/14/2015	Claims	1	12750	Tolman Electric	2,280.60	Headworks Repair; Pool Slide Troubleshoot Care
			407 - 535 80 41 000 - Professional Services			2,052.54	Headworks Repair
			001 - 576 20 41 001 - Professional Services			228.06	Pool Slide Troubleshoot Care
4871	07/14/2015	Claims	1	12751	Tri-City Herald Inc - Tri-ci	491.45	Legal Publication - 1331 Bennett Ave Land
			148 - 521 20 41 148 - Professional Services			491.45	Legal Publication - 1331 Bennett Ave Land
4872	07/14/2015	Claims	1	12752	US Bank	112.00	Monthly Charges & Custody Charges
			001 - 514 23 49 000 - Miscellaneous			112.00	Monthly Charges & Custody Charges
4873	07/14/2015	Claims	1	12753	Utilities Underground Loc	23.22	Excavation Notification
			403 - 534 80 41 000 - Professional Services			11.61	Excavation Notification
			407 - 535 80 41 000 - Professional Services			11.61	Excavation Notification
4874	07/14/2015	Claims	1	12754	V T Engineering LLC	424.17	Reufnd Planning Deposit # 15-2 Site Review
			001 - 589 00 07 000 - Planning Deposit Disburseme			424.17	Reufnd Planning Deposit # 15-2 Site Review
4875	07/14/2015	Claims	1	12755	Valley Pipe Co	113.01	Bolts & Wash & Nipple
			407 - 535 80 31 000 - Office & Operating Supplies			113.01	Bolts & Wash & Nipple
4876	07/14/2015	Claims	1	12756	Valley Publishing Co Inc	3.79	Purple Pen - For Payroll
			001 - 514 23 31 000 - Office & Operating Supplies			3.79	Purple Pen - For Payroll
4877	07/14/2015	Claims	1	12757	WA Dept Of Commerce	19,395.36	Loan Payment T2001-060
			403 - 591 34 78 000 - Intergovernmental Loans			5,970.43	Loan Payment T2001-060
			407 - 591 35 78 000 - Intergovernmental Loans			5,970.43	Loan Payment T2001-060
			102 - 591 95 78 000 - Intergov't Loans			5,970.43	Loan Payment T2001-060
			403 - 592 34 83 403 - Interest On Long-Term Exterr			494.69	Loan Payment T2001-060
			407 - 592 35 83 000 - Interest On Long-Term Exterr			494.69	Loan Payment T2001-060
			102 - 592 95 83 102 - Interest on Long-Term Extern			494.69	Loan Payment T2001-060
4878	07/14/2015	Claims	1	12758	WA Dept Transportation Sc	225.34	WCR & N River Rd Signal Maintenance; Signal Maintenance WCR & 6th St
			102 - 542 64 51 000 - Intergov't Professional Servic			112.67	WCR & N River Rd Signal Maintenance

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			102 - 542 64 51 000 - Intergov't Professional Serv			112.67	Signal Maintenance WCR & 6th St
4879	07/14/2015	Claims	1	12759	WA Municipal Clerks Assoc	300.00	WMCA 2015 Fall Academy Registration - R. Shaw; WMCA 2015 Fall Academy Registration - K. Murphey
			001 - 514 30 49 000 - Miscellaneous			150.00	WMCA 2015 Fall Academy Registration - R. Shaw
			001 - 514 30 49 000 - Miscellaneous			150.00	WMCA 2015 Fall Academy Registration - K. Murphey
4880	07/14/2015	Claims	1	12760	WA Patrol Budget & Fiscal Srv	534.00	Access User Fee
			001 - 521 20 51 000 - Intergov't Professional Serv			534.00	Access User Fee
4881	07/14/2015	Claims	1	12761	Wamba Road Properties LLC	1,220.16	Refund Planning Deposit # 15-3 SEPA, Site Review, Conditional Use
			001 - 589 00 07 000 - Planning Deposit Disburseme			1,220.16	Refund Planning Deposit # 15-3 SEPA, Site Review, Conditional Use
4882	07/14/2015	Claims	1	12762	Paul Allen Warden	40.02	BFCOG Meeting Mileage Reimbursement
			001 - 511 60 43 000 - Travel			40.02	BFCOG Meeting Mileage Reimbursement
4883	07/14/2015	Claims	1	12763	The Wesley Group	2,763.80	Labor Relations Consultation
			001 - 518 10 41 000 - Professional Services			2,763.80	Labor Relations Consultation
4884	07/14/2015	Claims	1	12764	West Benton Fire Rescue	27,850.00	IPS: June 2015
			001 - 522 10 51 000 - Intergov't Professional Srvc-F			27,850.00	IPS-Fire Dept
4885	07/14/2015	Claims	1	12765	Wild Lands Inc	108.59	Refund inactive customer credit balance
			603 - 586 00 00 000 - Utility Deposits Refunded			108.59	
						96,779.70	001 General Fund
						16,434.93	102 Street Fund
						125.00	103 Transportation Benefit Distric
						491.45	148 Criminal Justice Fund
						85.74	149 Public Safety Sales Tax Fund
						19,733.57	403 Water Fund
						31,548.36	407 Sewer Fund
						66,122.90	448 Garbage Fund
						604.42	470 Waste Water Treatment Plant Improvement
						439.67	603 Consumer Utility Deposit Fund
						232,365.74	Claims:
* Transaction Has Mixed Revenue And Expense Accounts						232,365.74	

Elia Lau

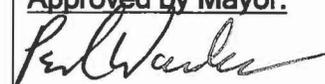
Signature

7/8/15

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Accept Monthly Report by Prosser Economic Development Association for the month of June 2015 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services.		Meeting Date: July 14, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$3,583.33		Account Number: 001-558-519-70-41	
Amount Budgeted: \$43,000.00		Name and Fund# General Fund - Professional Services	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: 1. Invoice Number 2239 for June 2015 contracted service 2. PED A Monthly Report for May 2015			
Summary Statement: Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 12740 has been generated for Council approval.			
Consistent with or Comparison to: City's policy to pay bills in a timely manner.			
Recommended City Council Action/Suggested Motion: Accept Monthly Report by Prosser Economic Development Association for the month of June 2015 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services.			
Reviewed by Department Director: <i>Not Available</i>	Reviewed by City Attorney: N/A	Approved by Mayor: 	
Date:	Date:	Date: 7-9-16	
Today's Date: July 8, 2015	Revision Number/Date:	File Name and Path:	

Invoice

DATE	INVOICE #
7/1/2015	2239

BILL TO
CITY OF PROSSER 601 7th Street PROSSER WA 99350

DESCRIPTION	AMOUNT
CONTRACT FOR SERVICES - June 2015	2,166.66
GRANT WRITER AGREEMENT - June 2015	1,416.67
<p>001-558-70-41</p> <p>SIGNATURE NOT REQUIRED Per City of Prosser Purchasing Policy Sec. 6.1.6.2</p>	
Total	
	\$3,583.33



Prosser Economic Development Association

Board of Directors Meeting Minutes

May 7, 2015

Attendees: Dick Poteet, Josh Mott, Michelle Moyer, Bob Stevens, Dianne Torres, Deb Heintz, Jane Hagarty, Marvin Ward, Jenny Sparks and Rob Siemens

Absent: Brian Newhouse, Julie Petersen, Bill Jenkin, Brian Sollers, Jeff Andrews, Keith Sattler, Scott Pontin, Scott Wigert, Shon Small, Troy Berglund and Tyson Jones

Josh Mott opened the meeting, with one shy to make a quorum.

Minutes – tabled until a quorum is present

Financials – tabled until a quorum is present.

Directors Report- Deb Heintz attended a Heritage University Tour and was very impressed with the campus. Deb suggested we visit the facility if we have an opportunity as it is a great asset to the Yakima Valley.

Deb Heintz and Abbey Cameron were able to check out the Pasco Specialty Kitchen, which is a huge facility, (close to the size of the Clore Center) that is open 7 days a week, 365 days a year and they are booked solid. The Pasco Specialty Kitchen shared what their contracts looked like with Abbey & Deb to assist the Clore Center's potential use of its kitchens in the future. They also learned the food trucks, which are very popular and in much demand, got their start at the Pasco Specialty Kitchen.

Committee Reports

Organization – hasn't met since the Annual Meeting.

Business Recruitment – hasn't met but will in May or June.

Water – is meeting June 11, working on a "going forward" plan, especially for small towns.

Housing – Marvin Ward and Josh Mott met with Steve Zetz from the City of Prosser and reviewed some new properties that may be of interest for development.

Project Pacific – No report

Rob Siemens (transportation) the wine tours are going well, primarily coming from the RV Park. Rob would like to see the 2nd van seat 21 passengers to be more compatible to senior citizens and those returning from the wine tours.

Jenny Sparks (PUD) discussion of a Rate Increase of 3.9 % to take place September 1st, 2015 should be decided by July.

Bob Stevens – suggested that the new Prosser Hometown Shopko may impact Elfers – Lyon Pharmacy.

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL WORK SESSION
TUESDAY, JUNE 2, 2015**

CALL TO ORDER

Mayor Warden called the Work Session of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Prosser Heights Elementary “Kids that Care” award recipient Halsee Derrick.

ROLL CALL

Council Members Aubrey, Taylor, Hamilton, Everett, Ward, Becken, and Elder were present.

Others in attendance were City Clerk Shaw, Finance Director Yost, Police Chief Giles, and City Attorney Saxton.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Prosser Aquatic Center Opening Day

Mayor Warden briefed Council that the PAC’s opening day has been scheduled for Friday, June 5, 2015, and admission will be free to all patrons.

Sacred Heart Parish Special Event Permit Application

Mayor Warden advised he followed up with the Sacred Heart Parish’s event coordinator and provided the answers to Council’s questions in an email sent earlier in the week. Council confirmed receipt of the email and directed staff to bring the item back at a future City Council for consideration.

Boys and Girls Club Quarterly Report

Dena Lodahl, Executive Director provided a handout and spoke about the highlights of the last quarter. Mrs. Lodahl reviewed enrollment numbers and attendance and discussed upcoming scheduled events for summer activities.

Council Member Elder inquired about plans for expansion.

Mrs. Lodahl advised the Club is currently working with a local church to secure a building for future use.

Mayor Warden thanked Mrs. Lodahl for all her hard work since she has joined the Boys & Girls Club staff.

Mrs. Lodahl introduced Elaina Salines, Elementary Youth of the Year award recipient. Mrs. Lodahl read aloud a written by a teacher of Elaina nominating her for the award. Elaina spoke about what she enjoys about the Club and what the Club means to her.

Mrs. Lodahl and Elaina presented Council with a handmade thank you plaque from the Boy & Girls Club members and thanked both Mayor and Council for their continued support of the program.

Mid Columbia Libraries Quarterly Report

Katy McLaughlin, Prosser Branch Manager presented the 2014 Annual Report to Council and briefed Council about the remodel project impacts to the programs and the community including feedback received from customers.

Mrs. McLaughlin then introduced the Quarterly Report and discussed the highlights over the quarter including increased foot traffic since the completion of the remodel project. She also expressed her appreciation to the Friends of the Library volunteer group for the support of the project and to Patsy Mercer and her band who performed at the Library's grand reopening.

Mayor Warden and Council thanked Mrs. McLaughlin for the reports.

CIA Program Updates and Use Trends

Jen Dorsett, Community Involvement Action Coordinator invited Mayor and Council to attend the Key Leader Event scheduled for Thursday, June 11, 2015 at 12:00 p.m. in the conference room at Benton PUD in Prosser. Mrs. Dorsett briefed Council about the ribbon cutting at the Prosser Memorial Hospital which was dubbed as the permanent take-back collection site for unused prescription drugs. Additionally she spoke regarding results from the Healthy Youth Survey recently provided to Prosser High School students and discussed what the Coalition is looking to do in order to reduce the number of teen alcohol and drug consumption and abuse rates.

Mayor Warden thanked Mrs. Dorsett for her valuable contribution to the community of Prosser.

MAYOR AND COUNCIL REPORTS AND COMMENTS CONTINUED

Mayor Warden briefed Council about a billing error that occurred with the previous month's utility bill and explained the need to bring an action item before Council at the next regular meeting for consideration.

Finance Director Yost further explained the issue that occurred and advised staff will prepare a late fee waiver for the month of June.

COUNCIL DISCUSSION

Large Vehicle and RV Parking and Storage

City Planner Zetz presented a power point presentation regarding setbacks as it related to large vehicle and RV parking and storage and discussed a variety of options for Council's consideration.

Council Member Becken expressed his disappointment in the staff report and further stated that he wished more research would have been put into the recommendation.

Council discussed at great length the various options related to amending PMC 18.60.070 that were presented Council for consideration and directed staff to take the PMC back to the Planning Commission with 20 foot set backs from the improved right-of-way for review and recommendation.

iCompass Technologies Inc., Service Agreement

City Clerk Shaw spoke about the iCompass Service Agreement for a Records Management and Automated Agenda Solution and reviewed the benefits the City would recognize, including a budget savings of over \$13,000. There was discussion regarding key program features and the timeline for project implementation.

Council directed staff to bring the Agreement back to the next regular City Council meeting for consideration.

ADJOURNMENT

There being no further business before the City Council at this time, the Work Session of the Prosser City Council was adjourned at 9:21 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 9, 2015**

CALL TO ORDER

Mayor Warden called the Regular Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Council Members Taylor, Hamilton, Everett, Ward, Becken, and Elder were present. Council Member Aubrey requested an excused absence.

Others in attendance were City Clerk Shaw, Finance Director Yost, Police Chief Giles, City Attorney Saxton and City Engineer Ted Pooler with Huibregtse, Louman and Associates, Inc. (HLA).

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Becken stated the Ben Franklin Transit will be relocating their office and will no longer be at the Benton County maintenance yard.

Mayor Warden provided a brief explanation of the two Add On items that would be considered pending Council agreement. Council agreed to consider the Add On items.

CONSENT AGENDA

A motion was made by Council Member Taylor, seconded by Council Member Everett to approve Consent Agenda Items "A – J." Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

- a) Approve Payment of Payroll Check Nos. 600361 through 600386 in the amount of \$16,092.71 and Direct Deposits in the Amount of \$94,141.03, for the Period Ending May 29, 2015
- b) Approve Payment of Claim Checks Nos. 12478 through 12488 and 12490 through 12551 in the Amount of \$333,882.39 and Electronic Payments in the Amount of \$150,373.51 for the Period Ending June 9, 2015
- c) Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of April 2015 and Authorize Payment for those Services in the Amount of \$10,000.00

- d) Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of May 2015 and Authorize Payment for those Services in the Amount of \$9,000.00
- e) Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 15 in the Amount of \$39,903.72 for the Zone 2.5 Water Supply Improvements Project and Authorize the Mayor to Sign the Documents
- f) Approve a Service Agreement between the City of Prosser and iCompass Technologies, Inc., for a Records Management and Automated Agenda Solution and Authorize the Mayor to Sign the Contract Documents
- g) Approve April 7, 2015 Meeting Minutes
- h) Approve April 14, 2015 Meeting Minutes
- i) Approve April 28, 2015 Meeting Minutes
- j) Approve May 5, 2015 Meeting Minutes

COUNCIL ACTION

APPROVAL OF CLAIM CHECKS

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Everett, seconded by Council Member Becken, to approve payment of claim check no. 12489 and 12552, in the amount of \$66,026.64 for the period ending June 9, 2015. Motion passed 5 YES, 0 NO, 1 ABSENT (Aubrey), 1 ABSENTION (Hamilton).

CONSIDERATION OF ACTION WHICH WOULD WAIVE THE ASSIGNMENT OF THE 5% LATE FEE FOR THE MONTH OF JUNE 2015

A motion was made by Council Member Everett, seconded by Council Member Elder, to approve the waiver of late fee pursuant to PMC 13.10.150(C) for the month of June 2015 due to utility bill mailing errors by the State of Washington Department of Printing. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

CONSIDERATION OF A COST SHARING AGREEMENT FOR TREE REMOVAL WITH THE VILLAGE PARK PROSSER HOMEOWNERS ASSOCIATION

A motion was made by Council Member Taylor, seconded by Council Member Ward, to approve Cost Sharing Agreement for tree removal with Village Park Home Owners Association and authorize the Mayor to sign the agreement. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

COUNCIL DISCUSSION

REFINANCING OF CERTAIN LONG TERM DEBT

Finance Director Yost provided Council with a brief history of the Water Revenue Bonds. The estimated cost savings from bond refinancing was \$787,623.00.

Ted Pooler, City Engineer with Huibregtse, Louman and Associates, Inc. (HLA) provided Council with a handout that detailed the Scope of Work cost summary related to the Wastewater Treatment Plant Improvements Project. Mr. Pooler discussed different funding options that would be made available from refinancing the Water Revenue Bonds.

After much discussion, Council directed staff to bring back an amended ordinance incorporating \$1.2 million into the bond ordinance for further discussion and action at a future City Council meeting.

ADD ON ITEM

Consideration of Resolution Allowing the Piranhas Swim Team Use of the Prosser Aquatic Center

Mayor Warden explained changes made to the agreement regarding the fee schedule. A flat rate of \$1,000 was proposed to be paid by the Prosser Swim for the use of the facility, rather than the \$25 per swim team member that was currently required. The changes made were to encourage the use of the aquatic center facility. A motion was made by Council Member Everett, seconded by Council Member Ward, to adopt Resolution No. 15-1487 approving an agreement between the City of Prosser and the Prosser Swim Team. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

Consideration of a Memorandum of Agreement with Teamster Union 839 – Police Officers Regarding School Resource Officer (SRO)

Council discussed impacts, timing of the agreement and how other jurisdictions implement school resource officer (SRO) positions. Council Members Hamilton and Everett had concerns regarding the additional \$300 per month that would be paid to the SRO. Police Chief Giles explained the additional compensation is due to the nature of the program and the required qualifications needed. A motion was made by Council Member Taylor, seconded by Council Member Ward, to approve the Memorandum of Agreement with Teamster Union 839 – Police Officers regarding a School Resource Officer (SRO). Motion passed 4 YES, 2 NO (Everett, Hamilton), 1 ABSENT (Aubrey).

Mayor Warden explained the next step would be the approval of an Interlocal agreement with the Prosser School District by the City Council.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:15 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim Check no. 12766 in the amount of \$1,101.40 for the period ending July 14, 2015		Meeting Date: July 14, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$1,101.40		Account Number: See Attached	
Amount Budgeted: See 2015 budget for each item listed.		Name and Fund#: See Attached	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: 1. Check Register # 12766			
Summary Statement: Approve payment of claim check no. 12766 in the amount of \$1,101.40 for the period ending July 14, 2015.			
Consistent with or Comparison to: City's policy to pay bills in a timely manner.			
Recommended City Council Action/Suggested Motion: Approve payment of claim Approve payment of claim check no. 12766 in the amount of \$1,101.40 for the period ending July 14, 2015			
Reviewed by Department Director: <i>Not Available-</i>	Reviewed by City Attorney: N/A	Approved by Mayor: 	
Date:	Date:	Date: <i>7-9-15</i>	
Today's Date: July 8, 2015	Revision Number/Date:	File Name and Path:	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

07/14/2015 To: 07/14/2015

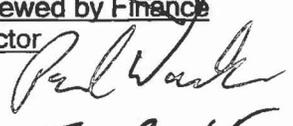
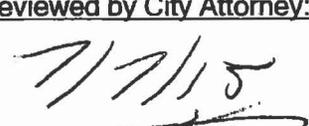
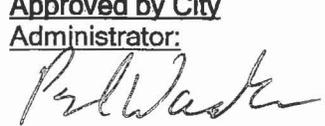
Time: 14:54:41 Date: 07/14/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4886	07/14/2015	Claims	1	12766	Senior Health Insurance	1,101.40	Long Term Care Insurance
			117 - 517 91 20 001 - Personnel Benefits			1,101.40	Long Term Care Insurance
			117 Employee Benefits Security			1,101.40	
						<u>1,101.40</u>	Claims: 1,101.40
						1,101.40	

Elia Lara
Signature

7/8/15
Date

CITY OF PROSSER, WASHINGTON
AGENDA BILL

<u>Agenda Title:</u> Consideration of Resolution Approving the Affordable Housing (2060) Interlocal Agreement between the City of Prosser and Benton County.		<u>Meeting Date:</u> July 14, 2015 Regular Meeting	
<u>Department:</u> Administration	<u>Director:</u> Mayor Paul Warden	<u>Contact Person:</u> Mayor Paul Warden	<u>Phone Number:</u> 509-786-2332
<u>Cost of Proposal:</u>		<u>Account Number:</u>	
<u>Amount Budgeted:</u>		<u>Name and Fund#</u>	
<u>Attachments to Agenda Packet Item:</u>			
<ol style="list-style-type: none"> 1. Resolution 15-_____ 2. Interlocal Agreement 			
<u>Summary Statement:</u>			
<p>The 2060 Board disperses funds to local projects in an effort to reduce homelessness and maintain key services such as Domestic Violence programs and Housing Services for Veterans that have a direct impact on the homeless population.</p> <p>The agreement allows Prosser to have a representative on the 2060 Board. For the last 4 years City Planner Steve Zetz has been the representative for Prosser and has secured approximately \$560,000 for capital projects and services for Prosser.</p> <p>This is an amended agreement adding the City of Kennewick as a participating agency.</p>			
<u>Consistent with or Comparison to:</u>			
Previous signed 2060 agreements.			
<u>Recommended City Council Action/Suggested Motion:</u>			
Adopt Resolution 15-_____ approving the Affordable Housing (2060) Interlocal Agreement between the City of Prosser and Benton County, and authorize the Mayor to sign the Agreement.			
<u>Reviewed by Finance Director:</u>  Date: 7-9-15	<u>Reviewed by City Attorney:</u>  Date: 7/7/15	<u>Approved by City Administrator:</u>  Date: 7-9-15	

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BENTON, AND: THE CITY OF BENTON CITY, THE CITY OF KENNEWICK, THE CITY OF PROSSER, THE CITY OF RICHLAND, AND THE CITY OF WEST RICHLAND REGARDING ADMINISTERING FUNDS GENERATED AS A RESULT OF STATE OF THE AFFORDABLE HOUSING FOR ALL SURCHARGE, RCW 36.22.178

WHEREAS, in order to disperse the affordable housing funds to our community, the Washington State Legislature requires an Interlocal Agreement to be in place;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Interlocal Agreement, between the County of Benton, and the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland, and the City of West Richland, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in multiple originals.
2. Steve Zetz is appointed as the City's representative to the Surcharge Steering Committee.
3. Once fully executed the City Clerk shall list the Interlocal Agreement on the City's website as outlined in RCW 39.34.040.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 14th day of July, 2015.

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

June 15, 2015

Mayor Paul Warden
City of Prosser
P O Box 271
Prosser, WA 99350

RECEIVED

JUL 01 2015

CITY OF PROSSER

Re: Benton County Affordable Housing Interlocal Agreement

Dear Mayor Warden:

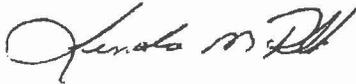
Enclosed please find a final revised version of the renewal of Benton County Affordable Housing (2060) Interlocal Agreement which was approved as to form by the Benton County Prosecuting Attorney's Office on June 15, 2015. The term of the Interlocal Agreement shall be five (5) years from the date of execution.

As you may be aware, funds for the 2060 Affordable Housing agreement are from document recording fees, dependent on the local economy. For the last few years Department of Human Services has administered and dispersed these funds to community case organizations within the community to provide affordable housing services to residents of Benton County.

The renewal of the Interlocal Agreement will allow for continued services within Benton County. During this last year new projects and service providers have come forth and the goal is to provide a wide range of comprehensive services.

Please review the enclosed Interlocal document, sign and return all 2 original signature pages to the Department of Human Services, so that we may proceed with the execution of the Interlocal. Please do not hesitate to contact me if you have any further questions.

Sincerely,



Linda Robb
Administrator
Department of Human Services

cc: David Sparks

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BENTON, AND: THE
CITY OF BENTON CITY, THE CITY OF KENNEWICK, THE CITY OF PROSSER,
THE CITY OF RICHLAND, AND THE CITY OF WEST RICHLAND REGARDING
ADMINISTERING FUNDS GENERATED AS A RESULT OF STATE OF THE
AFFORDABLE HOUSING FOR ALL SURCHARGE,
RCW 36.22.178**

This Interlocal Agreement, hereafter referred to as "AGREEMENT", is entered into between Benton County, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", with its principal offices located at 620 Market Street, Prosser, Washington, 99350; the City of Benton City, a municipal corporation with its principal offices located at 708 Ninth Street, Benton City, Washington, 99320; the City of Kennewick, a municipal corporation with its principle offices located at 210 W. Sixth Avenue, Kennewick, Washington, 99336, the City of Prosser, a municipal corporation with its principal offices located at 601 Seventh Street, Prosser, Washington, 99350; the City of Richland, a municipal corporation with its principle offices located at 505 Swift Boulevard, Richland, Washington, 99352; and the City of West Richland, a municipal corporation with its principal offices located at 3801 Van Giesen Street, West Richland, Washington, 99353; hereinafter collectively referred to as "CITIES".

WHEREAS, the Washington State Legislature passed Substitute House Bill 2060 (SBH 2060) during the 57th Legislative session which became effective on June 13, 2002 and was codified as RCW 36.22.178;

WHEREAS, RCW 36.22.178 directs a ten dollar surcharge, named the "Affordable Housing for All Surcharge," (hereinafter "the Surcharge") on certain documents recorded with the County Auditors office for the purpose of providing funds for affordable low-income housing;

WHEREAS, RCW 36.22.178 directs that of the funds collected under the Surcharge, five percent (5%) may be retained by the COUNTY to compensate for the collection, administration and local distribution of the funds, forty percent (40%) of the remaining shall be remitted to the State Department of Community, Trade and Economic Development and the remaining 60 percent (60%) be retained by the COUNTY;

WHEREAS, the portion of the Surcharge retained by the COUNTY shall be allocated to eligible housing activities that serve extremely low and very low-income households in the COUNTY and the CITIES according to an Interlocal Agreement between the COUNTY and the CITIES consistent with county wide and local housing needs and policies;

WHEREAS, the parties are authorized to enter into such agreements by virtue of Chapter 39.34 RCW, the Interlocal Cooperation Act;

WHEREAS, this Agreement is entered into by the COUNTY under the authority of RCW 36.32.120, RCW 36.22.178, and Chapter 43.185C RCW; and

WHEREAS this Agreement is entered into by the CITIES under authority of RCW 36.22.178 and Chapter 43.185C RCW.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITIES as follows:

Sec. 1. Purpose:

The purpose of this Agreement shall be to provide for the collection, administration, and allocation of the COUNTY retained portions of the Affordable Housing for All Surcharge, RCW 36.22.178.

Sec. 2. Parties:

The parties to this Agreement shall be Benton County, the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland, and the City of West Richland.

Sec. 3. Term:

This Agreement shall be for five (5) years from the date of execution unless any party elects to terminate the Agreement pursuant to the termination clause of this Agreement. Renewal of this Agreement shall be by separate written agreement of the parties.

Sec 4. Administration:

Recommendations for the allocation of COUNTY retained portions of the Surcharge shall be made by the Surcharge Steering Committee (hereinafter "Committee"). The Committee shall be composed of the following members: one (1) representative appointed by each of the City Councils to represent the CITIES; the director of Benton Franklin Department of Human Services (hereinafter "DHS") or designee participating as a non-voting member ex officio; and the County Administrator for Benton County or designee. All Committee members shall be elected or appointed officials, directors or employees of the respective government entity which they represent. Each member shall serve at the pleasure of the legislative body appointing them to the position, and their terms shall not be limited or restricted in any other fashion. The Committee shall discharge its duties pursuant to the terms of the Operating Bylaws attached as Exhibit A and hereby adopted by reference. The members of the Committee may change provisions of the Operating Bylaws by majority vote so long as such changes are not contrary to law or to this Interlocal Agreement. All recommendations of the Committee shall be presented by the director of the DHS to the Benton County Board of Commissioners, who shall, by majority vote, make final funding decisions. If the Benton County Board of Commissioners votes in a manner contrary to recommendations by the Committee, then findings, on the record, shall be made to support such a contrary vote.

The DHS shall be responsible for the administrative aspects of managing the COUNTY retained portions of the Surcharge. These responsibilities include, but is not limited to, managing the Notifications of Fund Availability (NOFA) process, providing administrative support to the Committee during the process of applicant screening and selection, administration of contracts necessary for selected projects, and contract compliance oversight and monitoring for selected projects. The initial 5% of the surcharge permitted to be retained by COUNTY for administrative purposes shall be

allocated to DHS to help defray its expenses, including salaries of employees, necessary in carrying out its responsibilities under this paragraph.

All awarded funds shall be disbursed pursuant to an appropriate contract between the award recipient and COUNTY. Such a contract shall ensure that the awarded funds are used solely for purposes permitted by RCW 36.22.178 and shall provide mechanisms for COUNTY to recover the awarded funds if they are misused.

Sec. 5. No Separate entity or Joint Property: This Agreement does not provide for or authorize any of the following:

- a. the acquisition, holding, or disposal of property other than the funds collected hereunder;
- b. the financing of any joint or cooperative undertaking;
- c. the creation of any separate legal entity;
- d. the creation of any right or privilege which may be claimed by any third party not party this agreement;

Sec. 6. Hold Harmless/Indemnification: Each party agrees to be responsible for, and assume liability for, its own wrongful and negligent acts or omissions, or those of its officers, agents or employees to the fullest extent allowed by law, and agrees to hold harmless, indemnify, and defend the other parties from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

Sec 7. Governing Law and Venue: This agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each signatory party hereto that this agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action hereunder must be brought in the Superior Court of Washington in and for the County of Benton unless either party determines that a Federal forum is appropriate to the issues raised.

Sec. 8. Termination: Notwithstanding any other provision of this Agreement, any party may withdraw from this Agreement effective January 1st of any given year by giving written notice of intent to terminate by July 1st of the preceding year, with the termination to become effective no earlier than January 1st of the following year. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement. A party may not terminate this Agreement if doing so will be contrary to State law at the time of the intended termination, or if terminating will cause the signatories to this agreement, or any one of them, to be in violation of State law.

Sec. 9. Notice: Any formal notice or communication to be given under this Agreement shall be deemed properly given, if personally delivered, or if mailed postage prepaid and addressed:

To: Benton County
Attn: County Administrator
Post Office Box 150
Prosser, Washington 99350

To: City of Prosser
601 Seventh Street
Post Office Box 271
Prosser, Washington 99350

To: City of Benton City
708 Ninth Street
Post Office Box 70
Benton City, Washington 99320

To: City of Richland
505 Swift Boulevard
Post Office Box 190
Richland, Washington 99350

To: City of West Richland
3801 Van Giesen Street
West Richland, Washington 99353

To: City of Kennewick
210 W. Sixth Avenue
Post Office Box 6108
Kennewick, Washington 99336

Sec. 10. No Agency: The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement.

Sec. 11. Record Keeping: Records shall be kept by the Benton and Franklin Counties Department of Human Services, sufficient to document all activities, actions and decisions made by the parties pursuant to this agreement. This agreement does not impose any obligation on individual parties to keep any records beyond what they are required to keep by law.

Sec. 12. Assignment: No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder.

Sec. 13. Amendments or Modifications: This Agreement may be amended, altered, or changed in any manner by the mutual written consent of all parties. If any proposed amendment cannot be agreed to by all of the parties, then the proposed amendment shall not be made and the parties shall conduct their business pursuant to this agreement as if such proposed amendment was not proposed.

Sec. 14. Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

Sec. 15. Severability: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

Sec. 16. Filing: Copies of this Agreement shall be filed with the Benton County Auditor and the Secretary of State after execution of this Agreement by all parties.

Sec. 17. Counterparts: This Agreement may be executed by facsimile and in any number of current parts and signature pages hereof with the same affect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

Sec. 18. Effective: This Agreement shall become effective upon approval by all of the parties and recording with the Benton County Auditor.

Dated this _____ day of _____, 2015.

BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON

Chair

Member

Member

Attest:

Approved as to Form:

Clerk of the Board

Deputy Prosecuting Attorney

CITY OF BENTON CITY

Lloyd Carnahan, Mayor

Attest:

_____ Title: _____

Approved as to Form:

_____ Title: _____

CITY OF KENNEWICK

Steve Young, City Council

Attest:

Title: _____

Approved as to Form:

Title: _____

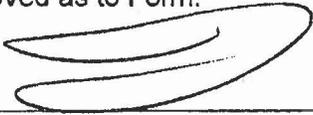
CITY OF PROSSER

Paul Warden, Mayor

Attest:

Title: _____

Approved as to Form:



Title: *City Attorney*

CITY OF RICHLAND

David Rose, Mayor

Attest:

_____ Title: _____

Approved as to Form:

_____ Title: _____

CITY OF WEST RICHLAND

Brent Gerry, Mayor

Attest:

_____ Title: _____

Approved as to Form:

_____ Title: _____

EXHIBIT Attachment to SHB 2060 - Interlocal Agreement.

**Operating Bylaws for Interlocal Agreement
Benton County**

AFFORDABLE HOUSING FOR ALL FUND

Introduction

The provisions of Substitute House Bill 2060 became law in Washington State on June 13, 2002 and last amended in 2011 by Senate Bill 5482. This law, codified as RCW 36.22.178, created a document recording surcharge (hereinafter "Surcharge") on certain documents to be utilized for low-income housing. Administration of the fund is shared between local governments and the State. The local portion of 2060 funds is to be administered pursuant to an Interlocal Agreement between the County and the Cities within the County and is entitled the "Affordable Housing for All Fund" (hereinafter the "Housing Fund").

A. Statutory Guidelines for Fund Dispersal

RCW 36.22.178, as last amended by Senate Bill 5482, provides the following parameters on the allocation of that portion of the Surcharge which is retained by the County:

The surcharge provided for in this section shall be named the affordable housing for all surcharge.

(1) Except as provided in subsection (3) of this section, a surcharge of ten dollars per instrument shall be charged by the county auditor for each document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration, and local distribution of these funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer who will deposit the funds into the affordable housing for all account created in RCW ~~43.185C.190~~. The department of commerce must use these funds to provide housing and shelter for extremely low-income households, including but not limited to housing for victims of human trafficking and their families and grants for building operation and maintenance costs of housing projects or units within housing projects that are affordable to extremely low-income households with incomes at or below thirty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses.

(2) All of the remaining funds generated by this surcharge will be retained by the county and be deposited into a fund that must be used by the county and its cities and towns for eligible housing activities as described in this subsection that serve very low-income households with incomes at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated to eligible housing activities that serve extremely low and very low-income households in the county and the cities within a county according to an interlocal agreement between the county and the cities within the county consistent with countywide and local housing needs and policies. A priority must be given to eligible housing activities that serve extremely low-income households with incomes at or below thirty percent of

the area median income. Eligible housing activities to be funded by these county funds are limited to:

(a) Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income households with incomes at or below fifty percent of the area median income, including units for homeownership, rental units, seasonal and permanent farmworker housing units, units reserved for victims of human trafficking and their families, and single room occupancy units;

(b) Supporting building operation and maintenance costs of housing projects or units within housing projects eligible to receive housing trust funds, that are affordable to very low-income households with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;

(c) Rental assistance vouchers for housing units that are affordable to very low-income households with incomes at or below fifty percent of the area median income, including rental housing vouchers for victims of human trafficking and their families, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States department of housing and urban development's section 8 rental assistance voucher program standards; and

(d) Operating costs for emergency shelters and licensed overnight youth shelters.

(3) The surcharge imposed in this section does not apply to assignments or substitutions of previously recorded deeds of trust.

B. Fund Availability

- ❖ On an annual basis the Benton and Franklin Counties Department of Human Services (DHS) shall on behalf of the Surcharge Steering Committee (hereinafter "Committee), publish a Notice Of Funds Availability (NOFA) through its established methods. This notice will set forth the amount of funds available by category; the duration of funds to be awarded or distributed; the deadline for submission of funding applications; and any other pertinent information related to the process and or decisions.
- ❖ Applications will be distributed to all parties requesting them and be collected for consideration of funding awards.
- ❖ The application format for funding from the Housing Fund shall be the same as is used by the State of Washington, Housing Trust Fund or subsequently modified version(s) containing the same detailed information.

C. Eligible Recipients

- ❖ Eligible recipients of the funding from the Housing Fund shall be certified non-profit agencies or providers of affordable housing, Cities, Towns, the County, and for-profit developers.

D. Housing Fund Distribution

- ❖ The funds shall be included in the annual NOFA process addressing the categories of need

enumerated herein:

1. The acquisition, rehabilitation and/or new construction of housing projects or units within housing projects that serve clients who have incomes at or below 50% of the Median income, based on current HUD income guidelines for the Benton County- Metropolitan Statistical Area (MSA).
2. Operating and maintenance costs for housing that is in compliance with RCW 36.22.178. [Applicants shall be strongly encouraged to apply to the State Department of CTED for these dedicated funds.]
3. Rental Assistance vouchers for housing projects or units within housing projects that are at or below 50% of median based on the current HUD income guidelines for the Benton County MSA and administered by a local housing authority or other local organization that has an existing or newly created HUD recognized rental assistance voucher program consistent with HUD Section 8.
4. Operating costs for emergency shelters and licensed overnight youth shelters that are in compliance with RCW 36.22.178.

E. Availability of Applications: (Tentative Program Dates)

Phase	Winter
Applications Available:	October
Applications Due:	November
Application Review :	December
Decisions announced by:	January
Funds Available**:	January
**(After Contracts/Agreements signed).	

F. Reporting Requirements:

Recipients of the funding from the Surcharge shall provide quarterly updates and annual reports detailing their use of funds on a format acceptable to the Benton and Franklin Counties Department of Human Services. The Department shall in turn provide a written report detailing the uses to which the funds were put and disseminate the same to members of the Committee on an annual basis, or as requested by Committee members.

G. Terms and Conditions of Funding:

- ❖ Funding generally should not be awarded for predevelopment funding purposes except where a majority of the committee finds special and compelling reasons why predevelopment funding is of particular benefit in a particular case. In such cases, funding shall not be made unless a majority of the committee enters or adopts specific factual findings that demonstrate the benefits presented by the predevelopment funding. Such factual findings shall be retained in the official records of Committee proceedings kept on behalf of the Committee by DHS, and shall be available for public inspection or copying pursuant to the Public Records Act, RCW 42.56 *et seq*, as then existing.

- ❖ Funding commitments from the Housing Fund can be made but commitments from other sources shall be obtained prior to disbursement of funds from the Housing Fund. Applicants must obtain funding commitments within 2 years, unless the Steering Committee elects to waive this requirement having been petitioned by the applicant due to a financially minor project proposal.
- ❖ Terms and conditions of funding, consistent with state and federal laws shall be implemented into funding contracts which shall, at a minimum, state the allowable purposes for the funding, provide for complete cooperation by the recipient with oversight and audits by the Benton and Franklin Counties DHS, repayment terms, if any, and applicable time lines and time frames for use of funds. Such contracts shall be by and between Benton County and the recipient and no funds may be disbursed prior to the execution of such contracts. For purposes of this provision, the incurring of costs by a potential recipient, with the expectation that such costs will be defrayed by funding, constitutes disbursement of funds.
- ❖ All projects shall be evaluated for the ability to repay the investment of the Surcharge Housing funding. The evaluation shall be based on the information provided in the application.
- ❖ Funding applicants shall be thoroughly reviewed and screened by the Committee with the assistance of DHS, and factors, bearing on the applicant's suitability for funding of this nature, shall be considered in addition to the amount of funding and the nature of the project. Information necessary to consider such factors may be obtained directly from funding applicants by way of application forms or similar documents, or by other such background investigation as Committee members see fit. Such factors shall include, but need not be limited to:
 - ❖ Experience of applicant in affordable housing projects;
 - ❖ Reputation of applicant among the community and amongst affordable housing developers;
 - ❖ Whether or not applicant has defaulted on any provision of affordable housing related loans or grants in the past, including paying "opt out" or "buy out" penalties to avoid a default in any project in order to avoid keeping such project "affordable" for a given period of time. ***Such applicants generally should be disqualified, absent compelling reasons why they are the only appropriate funding recipient for a necessary project.***
 - ❖ The fiscal strength, including creditworthiness of the applicant;
 - ❖ Reputation, experience and fiscal strength of any major partners;
- ❖ Terms and conditions of funding shall be reduced to a written contract, to be executed between Benton and Franklin DHS and the funding recipient. Such written contract shall, at a minimum, address the following:

- ❖ Minimum period of time which the funding recipient must maintain the anticipated project in "affordable" status. This period of time shall be determined by the Committee on a project by project basis with guidance and recommendations provided by the director of Benton and Franklin DHS or designee;
- ❖ Time frame for construction/rehabilitation and subsequent occupancy;
- ❖ Number and type of units to be made available as "affordable" units;
- ❖ On a project-by-project basis, the Committee shall determine the best funding vehicle to utilize so as to conserve the renewability of the funding, discourage misuse of funds, encourage geographic and jurisdictional equality, and abide by the intent of the authorizing statute. These vehicles include, but are not limited to: 0% interest loans, grants, and providing matching funds to qualify an applicant for funding from another government or private source;

H. Measurement System for Allocating Revenue:

The funding available in each round shall be determined by the amount collected in the fund on the month ending prior to application availability less any prior funding commitments.

I. Default by Housing Fund Recipient:

All funding contracts shall have a mechanism by which Benton County may recover any misappropriated or misused funds, along with an agreed upon amount of liquidated damages to compensate for consequential damages which may include the opportunity cost and time value of the money misappropriated or misused.

K. Geographic Equity:

The Committee shall be responsible for making certain that funds are distributed in a manner that provides long-term geographic equity. The overall intent is to insure over time that all areas of Benton County receive appropriate levels of funding through this initiative.

L. Subsidy Per Unit:

The amount of funding per housing unit shall be set by the Benton and Franklin County Department of Human Services at a rate consistent with rates employed by other similar fund sources within the surrounding geographic area and best available information from local and federal resources. A unit shall be defined as a single-family home or a single apartment of any size in a multi-family complex. For example, a single-family duplex would be considered two (2) units.

M. Project Monitoring:

The Benton and Franklin Counties Department of Human Services shall monitor all projects and associated funding contracts for compliance with the funding terms and conditions

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<p><u>Agenda Title:</u> Consideration of Resolution Approving an Interlocal Agreement Between the City of Prosser and the Prosser School District Regarding the Placement of a School Resource Officer in the Prosser Schools and Authorizing the Mayor to Execute the Agreement.</p>	<p><u>Meeting Date:</u> July 14, 2015 Regular Meeting</p>
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<p><u>Department:</u> Administration/ Police Department</p>	<p><u>Director:</u> Paul Warden/ David Giles</p>	<p><u>Contact Person:</u> Paul Warden/ David Giles</p>	<p><u>Phone Number:</u> (509) 786-2332</p>
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<p><u>Cost of Proposal:</u> All expenditures related to overtime or special trainings required by the School District will be paid or reimbursed by the School District.</p> <p><u>Amount Budgeted:</u> None</p>	<p><u>Account Number:</u> <u>Name and Fund#</u> 149 – Public Safety Sales Tax</p>
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Reviewed by Finance Department:

- Attachments to Agenda Packet Item:**
1. Resolution No. 15-_____
 2. Interlocal Agreement

Summary Statement:

The attached Resolution approves an Interlocal agreement with the Prosser School District (PSD) to allow a City Police Officer (SRO) to be assigned to work primarily in the Prosser Schools. When school is not in session the officer would be available to work other shifts and the SRO would also be available for any emergent situations during the school year. The following are the major provisions contained in the Agreement:

- The City is responsible for the SRO’s performance, salary (base) and supervision.
- The SRO will be selected in accordance with the City’s collective bargaining agreement with the Teamsters, as amended.
- The SRO will act as a police officer at the schools but will also participate in educational programs with the students.

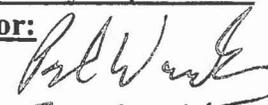
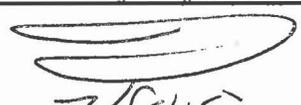
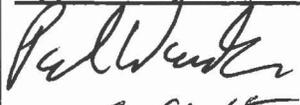
- For any programs or activities in which the SRO participates out of the normal working hours (7:30 a. m. to 3:30 p.m.) will be paid for by the PSD.
- The PSD will provide an office with a computer for the SRO's use.
- The agreement is ongoing, but may be terminated upon 30 days written notice provided by either party.
- The agreement is similar to other agreements executed by other cities in the area.

Consistent with or Comparison to:

Prior direction of the Council for the use of the new Criminal Justice Sales Tax.

Recommended City Council Action/Suggested Motion:

Adopt Resolution Number 15-___ Approving an Interlocal Agreement between the City of Prosser and the Prosser School District Regarding the Placement of a School Resource Officer in the Prosser Schools and authorizing the Mayor to execute the Agreement.

<p><u>Reviewed by Department Director:</u>  Date: 7-9-15</p>	<p><u>Reviewed by City Attorney:</u>  Date: 7/8/15</p>	<p><u>Approved by Mayor:</u>  Date: 7-9-15</p>
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**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____**

**A RESOLUTION APPROVING THE AMENDED AND RESTATED
INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY
AND THE CITY OF PROSSER FOR DISTRICT COURT
SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT.**

BE IT RESOLVED, by the City Council of the City of Prosser that the Amended and Restated Interlocal Agreement between Benton County and the City of Prosser for District Court Services attached hereto and incorporated herein by reference, is adopted by the City Council; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the above described Interlocal Agreement on behalf of the City.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this _____ day of _____, 2015.

PAUL WARDEN MAYOR

Attest/Authenticated:

RACHEL SHAW, CITY CLERK

Approved as to Form:



HOWARD SAXTON, CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN CITY OF PROSSER AND THE
PROSSER SCHOOL DISTRICT REGARDING PLACEMENT OF A SCHOOL
RESOURCE OFFICER IN THE PROSSER SCHOOLS

This agreement is made and entered into this ____ day of _____, 2015, by and between the City of Prosser, (City), a municipal corporation, and the Prosser School District #116 (District), a municipal corporation; in consideration of the mutual benefits to be derived hereby and the terms, conditions, and covenants contained herein, the City and the District agree as follows:

1. **Purpose.** The agreement is to formalize the relationship between the City and District in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This agreement delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between District and City. The success of this program relies upon the effective communication between the Law Enforcement Officer employed by the City (hereinafter referred to as "SRO"), the principal of Prosser High School, and other key staff members of the District.

2. **Mission/Goals/Objectives.** The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain a safe, secure and orderly learning environment for students, teachers and staff. This is accomplished by assigning an SRO to District's facilities in accordance with this agreement. Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents.

Goals of the SRO Program include:

Reduce incidents of school violence;

Reduction of criminal offenses committed by juveniles and young adults;

Establish a rapport between the SRO and the student population;

Establish rapport between the SRO and parents, faculty, staff, and administrators; moreover, the SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community.

The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. **Administrator.** The City will act as the administrator of this agreement.

4. **Organization/Structure.** The City's Chief of Police shall assign a full time law enforcement officer to serve as an SRO in the SRO program. The SRO will be a sworn law enforcement officer certified by the State of Washington and meet all requirements as set forth by the Washington State Criminal Justice Training Commission.

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the City's Chief of Police, or his designee. Responsibility for the conduct of SRO's, both personally and professionally, shall remain with the City. School Resource Officers are employed and retained by the City, and in no event shall any employee of the City be considered an employee of the District. If performance issues arise from the District's perspective, notification will be made directly to the City's Police Chief by the District's Superintendent.

5. **SRO selection.** The SRO position will be filled in accordance with the City's collective bargaining agreement with the Teamsters Union 839 and the City's policies and procedures.. The City's Chief of Police will make the final selection of any SRO vacancy. The District in its discretion may be on the interview committee, submit questions and have input into the final selection.

6. **Structure of Program.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is incorporated herein by reference.

Under this framework, the SRO is first and foremost a City law enforcement officer. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the City. All acts of commission or omission shall conform to the policies and procedures of the City. District officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the District. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. The Agencies recognize, however, that District shall maintain full, final, and plenary authority over curriculum and instruction in the District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the SRO, and the City and SRO shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

7. **SRO's duties/responsibilities.** The responsibilities of the SRO will include but not be limited to:

Enforce criminal laws and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of City's Police Department. District authorities and the parents of any minor involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a minor student, on-campus or off-campus, during school hours.

Complete reports and investigate crimes committed on campus. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The parties acknowledge that the City cannot conduct a search at the school without obtaining a search warrant, absent the existence of a legally acknowledged exception. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional law enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

Wear his Prosser Police Department issued uniform at all times or other apparel approved by the City.

Be highly visible throughout the campus, but to be unpredictable in the SRO's movements. For officer safety, the SRO shall not establish any set routine, which allows predictability in his movements and his location.

Confer with the principal/assistant principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

Comply with all laws, regulations, and District policies applicable to employees of District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall, under no circumstances, be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any

existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.

The SRO shall notify the school principal, or his designee, if it is necessary for the SRO to be off campus during regular school hours for non-emergency situations.

Provide information concerning questions about law enforcement topics to students and staff.

Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention and education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.

Assist with preparation of lesson plans necessary for approved classroom instruction.

Assist with classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the City and a school administrator.

Advise students, staff, and faculty on a limited basis.

Attend school special events as requested by the District (for example, PTSA meetings).

Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his absence from school on an instructional day.

Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.

Be familiar with all community agencies which offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc., and may make referrals as necessary.

Off Duty Assignments or Assignments Away From the School.

Off duty assignments shall be defined as any activity at which the District requests the SRO to be present outside of the SRO's normal work schedule (7:30 a.m. to 3:30 p.m. Monday through Friday, excluding holidays). The District will reimburse the City for additional salary, including overtime, for District requested off duty assignments.

If the parties mutually agree to require a training or assignment away from the District, the District will reimburse the City for necessary lodging, mileage, training costs, seminar fees, long distance phone charges and salary, including overtime, outside the normal work schedule.

For the purposes of this section, an assignment to Whitstran Elementary shall be considered to be an assignment away from the District.

8. **District's Duties.** District shall provide the SRO the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

Provide private office space that can be secured and is acceptable to the City.

The provided office shall contain a telephone, desk, chair, computer, and locking file cabinet. These assets shall, at all times, be the property of District

Provide reasonable opportunity to address students, teachers, school administrators, and parents about the SRO Program's goals and objectives.

Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.

9. **Enforcement.** Although the SRO has been placed in a formal educational environment, he is not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Washington State law and City Ordinances. The SRO or the City will have the final decision on whether criminal charges shall be filed. The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

10. **Agency.** This agreement will not result in a separate agency or partnership being created.

11. **Property.** This agreement will not result in the acquisition of property.

12. **Indemnification.** Each party hereto agrees to maintain responsibility and assume liability in the performance of this agreement for its own wrongful and/or negligent acts or omissions, and those of its elected officials, directors, officers, agents, employees and volunteers to the full extent allowed by law. Each party agrees that it will release, indemnify, hold harmless, and defend the other party, its elected officials, directors, officers, agents, employees and volunteers from any claims, demands, damages, lawsuits and actions arising out of any injury or loss, or claim of injury or loss, based upon the party's wrongful and/or negligent acts or omissions, and those of its elected officials, directors, officers, agents, employees and volunteers.

13. **Insurance.** Each party shall secure, and continuously carry in effect, with an insurance company or companies reasonably acceptable to the other, the following insurance policies:

Each party shall maintain insurance for bodily injury and property damage. Such insurance shall include: provisions or endorsements naming the other party and its elected officials, officers, agents, employees, and volunteers as additional insureds; provisions that such insurance is primary insurance with respect to the interest of each party, and

that any insurance maintained by the party is excess and not contributory insurance with insurance required hereunder; and provisions or endorsements to include broad-form comprehensive liability and blanket contractual liability. Initial limits of liability for all requirements under this paragraph shall be \$1,000,000 each occurrence and \$2,000,000 general aggregate.

All insurance policies required hereunder shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior written notice to the other party. Each party shall provide the other with a Certificate of Liability Insurance naming the other, and its elected officials, officers, agents, employees, and volunteers as additional insureds. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which may have under any such insurance policies.

14. **Term/Termination.** The term of this agreement shall begin on July 14, 2015 and continue until terminated by either party. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. A mid-year and end of school year meeting of the City and District will take place to evaluate the effectiveness of the SRO agreement.

15. **Laws Governing/Venue.** The terms and conditions of this agreement shall be interpreted under the laws of the State of Washington and any action brought to enforce this agreement shall be brought in Benton County Superior Court.

16. **Modification.** This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement shall be executed in duplicate originals. One original shall go to each party.

17. **Nondiscrimination.** In the performance of this agreement, the parties shall, at all times, comply with any and all federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

18. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

19. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

20. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or

invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

21. **Entire Agreement.** This Agreement, and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

22. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level through the City's Mayor, or his designee, and the District's Superintendent or his designee. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

23. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorneys' fees.

24. **Evidence of Authority.** This agreement shall be executed in duplicate originals. Upon execution of this Agreement, City shall provide District and District shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (District).

25. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To District: Prosser School District
1126 Meade Ave, Ste A
Prosser, WA 99350

To City: City of Prosser
601 7th Street
Prosser, WA 99350

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

City of Prosser by:

PAUL WARDEN, Mayor

Attest:

RACHEL SHAW, City Clerk

Approved as to form:



HOWARD SAXTON, City Attorney

Date:

Prosser School District by:

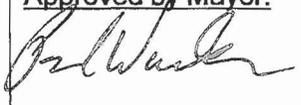
RAY TOLCACHER, Superintendent

Approved as to form:

ROCKNEY JACKSON,
District's Attorney

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of an Ordinance amending the Personnel Policy.		Meeting Date: July 14, 2015 Regular Meeting	
Department: Administration	Director: Paul Warden	Contact Person: Toni Yost	Phone Number: (509) 786-8215
Cost of Proposal: \$0		Account Number: Various	
Amount Budgeted: \$0		Name and Fund# Various	
Reviewed by Finance Department:			
Attachments to Agenda Packet Item:			
1. Ordinance 15-_____			
Summary Statement:			
<p>Recently, the Council reviewed and recommended changes to the Personnel Policy Manual. Those changes have been incorporated into the attached ordinance. It is important to note that previous versions of the Personnel Policy Manual were adopted as an attachment to the adopting ordinance. As discussed, we have prepared an ordinance which adopts the policy section by section. Although, this results in a lengthy adoption ordinance, it will make future updates much more manageable in that council will only need to address individual sections rather than re-adopting the entire policy each time.</p>			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion:			
Adopt Ordinance 15-_____ regarding the Personnel Policy Manual for the City of Prosser.			
Reviewed by Department Director: <i>Not Available -</i>	Reviewed by City Attorney: 	Approved by Mayor: 	
Date:	Date: 7/8/15	Date: 7-9-15	

**CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____**

AN ORDINANCE REPEALING ORDINANCE 09-2661; ORDINANCE 10-2686; AND ORDINANCE 13-2817 REGARDING THE PERSONEL POLICY MANAUAL AND RE-ENACTING THE PERSONEL POLICY MANUAL FOR THE CITY OF PROSSER. THS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, Ordinance 09-2661 was adopted on May 12, 2009 adopting the Personnel Policy Manual for the City of Prosser; and

WHEREAS, Ordinance 10-2686 was adopted on February 9, 2010 amending the Personnel Policy Manual; and

WHEREAS, Ordinance 13-2817 was adopted on March 12, 2013 amending the Personnel Policy Manual; and

WHEREAS, Council has found it necessary to update the Personnel Policy Manual;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. This ordinance shall not be codified. The City Clerk, or his or her designee, shall have the authority to compile the terms of this ordinance into a personnel policy. All employees shall acknowledge receipt of a copy of the personnel policy in accordance with the following policy:

Policy 101: Receipt of Personnel Policies

This manual is a publication of the City of Prosser, Washington. This manual is a general information guide to the City's current employment policies and shall not be construed as a contract. These materials are not intended and should not be used as a substitute for specific legal advice or opinions regarding personnel policies and procedures. These policies shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. If any valid and effective collective bargaining contract does not have applicable language included in that contract, these personnel policies will apply to those employees even though they are covered by a collective bargaining contract. The City of Prosser will not be responsible for liability due to the use of language contained in this document. I hereby acknowledge that I have read this disclaimer and that I have received a copy of the Personnel Policy Manual of the City of Prosser, Washington.

Section 2. Policy 102 is hereby adopted to read as follows:

Policy 102: Function of this Manual/Severability Clause

This manual is a general informational guide to the City's current employment policies and shall not be construed as a contract. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual as the City deems necessary and appropriate without advance notice. These policies shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. The City also reserves the right to deviate from these policies in individual situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost efficient services to its citizens. The Mayor or the Mayor's designee will be responsible for creating, maintaining, and implementing administrative policies to ensure compliance with this manual and its policies.

These personnel policies shall apply to all City employees. In the event of conflict between any provision of this manual and any provision of a valid and effective collective bargaining contract, or in cases where the application of these policies would conflict with applicable civil services rules and regulations, the provisions of the labor contract and/or civil service rules shall govern. These policies shall not apply to elected officials and independent contractors. In addition, if any valid and effective collective bargaining contract and/or civil service rules do not have applicable language included in that contract and or rules, the personnel policies will apply to those employees even though they are covered by a collective bargaining contract and/or civil service rules.

The provisions of this manual are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this manual or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this manual shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 3. Policy 103 is hereby adopted to read as follows:

Policy 103: Equal Employment Opportunity

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, marital status, sexual orientation, pregnancy, race, creed, color, national origin, honorably discharged veteran or military status, presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless a bona fide occupational qualification exists, provided that the prohibition against such discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved.

The City will not discriminate against applicants or employees with a sensory, physical or mental impairment, unless the impairment cannot be reasonably accommodated and prevents proper performance of an essential element of the job.

Employees with life threatening illnesses, such as cancer, heart disease, or HIV/AIDS conditions, or communicable diseases such as tuberculosis or influenza, are treated the same as other employees. They are permitted to continue working so long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers.

The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions when substantial and unusual safety risk to fellow City employees or the public exists.

Section 4. Policy 104 is hereby adopted to read as follows:

Policy 104: Definitions

Administrative Leave: Paid leave of absence during disciplinary investigation or where it is determined, to be in the best interest of the operation of the City by the City Manager or his/her designee.

Demotion: The movement of an employee from one classification level or pay grade to a lower classification level or pay grade as a result of reclassification, reorganization, voluntary change, or disciplinary action.

Department Head or Department Director: An employee who has responsibility for directing and controlling one or more departments within the City organization.

Emergency: A circumstance that is not immediately changed may cause damage to persons or property.

Exempt: An employee who is classified as executive, administrative or professional under the definitions of the Fair Labor Standards Act (FLSA).

Human Resources Director/Personnel: An employee who has responsibility for handling personnel functions and maintaining official personnel files within the City organization. The City of Prosser's Human Resources Director is the Finance Director.

Immediate Family: An employee's immediate family includes the employee's spouse, child, parent, parent-in-law, brother, sister, son or daughter-in-law, sister or brother-in-law, grandparent, step relative, and domestic partner.

Improper governmental action: Any action by a local government officer or employee that:

- A. is undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment; and
- B. is violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. The phrase does not include any personnel or labor actions.

Lay Off or Layoff: The separation from City service of an employee who has completed six (6) months of employment because of reorganization, a change in the duties of a position, lack of work, changing needs of the organization, insufficient funding or operational analysis.

Merit Date: The effective date that a regular status employee is eligible for a merit increase. Merit increases may occur annually and are generally based upon the anniversary date of the employee's first merit increase.

Overtime: Time worked by a non-exempt employee in excess of 40 hours in an FLSA defined workweek compensable at the regular rate of time and one-half. Time worked does not include paid leave time.

Promotion: Movement of an employee from one classification level or pay grade to a higher classification level or pay grade as a result of reclassification, voluntary change, or reorganization.

Qualifying Exigency: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Reassignment: Movement of an employee to a different work group with no change in classification or pay grade.

Reclassification: The changing of a classification level or position of an employee as a result of a classification review and/or amendments to the classification plan in recognition of changes in job duties and responsibilities that have occurred over time, excluding any action which is disciplinary in nature.

Registered Domestic Partnership: A domestic partnership registered with the Washington State Secretary of State pursuant to the provisions of Chapter 26.60 RCW. In accordance with State Law, registered domestic partners are to be treated the same as married couples. In this policy and all other documents of the City the term "married" shall be synonymous with "registered domestic partner".

Regular Full-Time Employee: An employee who regularly works a minimum of forty (40) hours a week on a continuing basis. In order to meet this definition, an employee must be regularly scheduled to work 2080 hours in a calendar year.

Regular Part-Time Employee: An employee who regularly works a minimum of twenty (20) hours per week and may work up to forty (40) hours per week, but is regularly scheduled to work less than 2080 hours in a calendar year. Regular part-time employees may be eligible for pro-rated City benefits based on regularly scheduled hours at date of hire.

Reinstatement: Return of a regular status employee to a former position within 2 years following a layoff, a leave of absence without pay, or a classification reduction for cost savings.

Reorganization: Reallocation of duties, assignments, workload, programs, service, and/or responsibilities to achieve organizational objectives.

Retaliatory action: Any adverse change in an employee's employment status or the terms and conditions of employment including:

- A. denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action; or
- B. hostile actions by another employee towards the employee that were encouraged by a supervisor, Department Head, or official.

Retirement: Retirement means to withdraw from active service, to be eligible for retirement under the rules and provisions of the Washington State Department of Retirement Systems (DRS), and to submit a written retirement application to DRS.

Service Organization: A nonprofit organization which benefits the community of Prosser or the poor and infirm in Prosser.

Supervisor: Works under the control of a Department Head and supervises employees within a department or departments.

Temporary/Seasonal Employee: An employee who holds a job of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary/seasonal employees are not eligible for City benefits.

Transfer: Reassignment of an employee to a different classification within the same pay grade.

Discrimination: Discrimination in employment as prohibited by state, local or federal law.

Workplace: means City Hall, Community Center, Police Department, City Shop, City Yard, Wastewater Treatment Plant, Water Treatment Plant, various wells or liftstations, and any other City administrative or operational offices, spaces, or facilities. It also includes City vehicles.

Workweek: A workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Section 5. Policy 105 is hereby adopted to read as follows:

Policy 105: Harassment

The City of Prosser will not tolerate conduct by any employee that harasses, disrupts, or interferes with an employee's work performance or which creates an intimidating, offensive, or hostile environment. The City is committed to maintaining a working environment free from all forms of harassment, whether based upon age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification; provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents

the proper performance of the particular worker involved or as defined in RCW 49.60.040 as now codified or hereafter amended, in violation of any applicable federal or state law or regulations or other legally protected characteristic or status.

Behavior such as telling ethnic jokes, making religious slurs, using offensive “slang” or other derogatory terms denoting a person’s race, age, national origin, disability, or mimicking one’s speech, accent or disability, are examples of prohibited conduct and will not be tolerated in the organization. Retaliating or harassing individuals by making derogatory comments regarding protected statuses or characteristics and any other words or conduct that might create a hostile or offensive working atmosphere are also prohibited.

While all forms of harassment are prohibited. Actions are considered to be sexual harassment under the following conditions:

- A. If submission to the conduct is in any way deemed to be a term or condition of employment; or
- B. If submission to, or rejection of, the conduct is used as the basis for any employment-related decisions; or
- C. If the conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes or innuendo; nude, profane, or obscene cartoons, drawings or photographs; whistling, staring, inappropriate touching; hugging or kissing is strictly prohibited and are not tolerated within the City.

Each Department Head or supervisor has a responsibility to maintain the workplace free of any form of sexual harassment. No Department Head, supervisor, or employee shall threaten or insinuate, explicitly or implicitly, that an employee’s refusal to submit to sexual advances will adversely affect the employee’s employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexually harassing conduct in the workplace, whether committed by a Department Head, supervisor, or non-managerial employee is prohibited.

This policy covers conduct in the workplace, at social functions sponsored by the City (such as holiday dinners, picnics, sporting events, etc.) and business functions (such as conventions, trade shows, etc.).

The City provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of the City of Prosser, employees have the responsibility to immediately report any actions or words by a Department Head, supervisor, co-worker, vendor or other individual that he/she believes to be unwelcome harassment. Employees should report the incident to his/her Department Head or supervisor, or any other Department Head or supervisor, or to the Mayor, or the City Administrator under the direction of the Mayor, if the complaint involves his/her direct Department Head or

supervisor. If the incident involves the City Administrator, the incident should be reported to the Mayor. The City will not retaliate against an employee for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, employees, co-workers or non-employees such as customers, vendors and contractors.

Employees must submit complaints in writing to their supervisor, Department Head, City Administrator, Mayor, or Finance Director. The written complaint shall identify the policy violated, date the event(s) occurred, people involved, and requested remedy. Any supervisor or Department Head receiving a complaint of harassment must notify the Finance Director within 48 hours.

All complaints of harassment will be investigated promptly and in an impartial manner. Discretion will be used during the investigation in order to maintain as much confidentiality as is possible while still being able to effectively complete the investigation. A response will be given to the employee, in writing, within 14 calendar days of the date of receipt of the written complaint. If the employee is not satisfied with the handling of a complaint or the action taken, then the employee should bring the written complaint to the next higher level of authority within 14 days of receipt of the response. If a complaint is received by the Mayor or City Administrator under direction of the Mayor, a written response will be given to the employee filing such complaint with the final findings and conclusions of such investigation. The Mayor or City Administrator under direction of the Mayor may choose to have a third party review and investigate the complaint. The third party will provide their recommendation to the Mayor or City Administrator under direction of the Mayor within 30 days. The Mayor or City Administrator under direction of the Mayor will provide their final decision within 14 days of receipt of the complaint or the third parties' findings whichever applies.

Any employee or member of management, who is found, after appropriate investigation, to have engaged in harassment of another employee or to have retaliated against an employee for reporting harassment, will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

Section 6. Policy 106 is hereby adopted to read as follows:

Policy 106: Whistleblower Policy

This policy implements Washington State's Local Government Whistleblower Protection Act. This policy applies to all City employees and departments.

It is the policy of the City of Prosser to encourage employees to report information concerning any allegedly improper action by the City's officers or employees. It is further the policy of the City to prevent retaliation against any employee who in good faith reports such alleged improper action. Employees who feel they have been retaliated against may appeal to the Mayor, or the City Administrator under the direction of the Mayor.

106.1 Reporting Allegedly Improper Action

106.1.1 Every City employee has the right to report to the appropriate person information concerning an alleged improper governmental action.

106.1.2 Any City employee who desires to report alleged improper governmental action shall first report in writing such action to the following persons:

106.1.2.1 Mayor; or

106.1.2.2 City Administrator; or

106.1.2.3 Finance Director.

It is the responsibility of the receiving official to notify the Finance Director who will pass the information to the Whistle Blower Panel comprised of the Finance Director, City Attorney and the employee's bargaining unit representative, if applicable.

106.1.3 The Whistleblower Panel shall investigate the received complaint (to include the hiring of outside investigators, if needed) and made a final report to the complainant within 30 days.

106.1.4 Except in the case of an emergency, an employee shall NOT provide information of an improper governmental action to a person or an entity who is not a public official or person listed in subsection 106.1.2 above. An employee who fails to make a good faith attempt to follow this procedure shall not receive the protections of the policy or the State Whistleblower Protection Act.

106.1.5 The City shall keep confidential the identity of the person reporting to the extent possible under law, unless the employee authorizes in writing the disclosure of his or her identity.

106.2 Retaliatory Action Forbidden

106.2.1 No City official or employee may take retaliatory action against a City employee because the employee provided information in good faith in accordance with the provisions of this policy that an improper governmental action occurred.

106.2.2 If an employee believes she or he has been retaliated against in violation of this policy, the employee must provide a written notice of the charge or retaliatory action to the Finance Director of the City. The notice must specify the alleged retaliatory action, the date(s) it occurred, people involved, and the relief requested.

106.2.3 The charge must be delivered to the Finance Director no later than thirty (30) calendar days after the occurrence of the alleged retaliatory action. The burden of proof is on the employee to prove his or her claim by a preponderance of the evidence. The City will then have thirty (30) calendar days to respond to the charge and the requested relief.

106.2.4 Upon receipt of either the response by the City or after the lapse of the thirty (30) calendar days, the employee may request a hearing to determine whether a retaliatory action had occurred and to obtain appropriate relief. The request for a hearing must be made within fifteen (15) calendar days of the receipt of the response by the City or the lapse of the City's thirty (30) calendar day response time. Requests must be made to the City Administrator in writing.

106.2.5 If the claimant had met all the time requirements, the City Administrator will hold a hearing. The burden of proof is on the employee to prove his or her claim by a preponderance of the evidence. The City Administrator will issue a final decision consisting of findings of fact, conclusions of law, and judgment no longer than forty-five (45) calendar days following the request

for hearing. The City Administrator may grant extension of time upon the request of either party showing of good cause or on his or her own motion.

106.2.6 The City Administrator may grant reinstatement, with or without back pay, and injunctive relief as may be necessary to return to the employee to the position he or she held before the retaliatory action and to prevent any recurrence of retaliatory action.

106.2.7 The City Administrator may issue corrective action up to and including termination for any employee that may have retaliated against any employee for an improper governmental action.

106.2.8 Either party may appeal to Superior Court from an adverse determination by the City Administrator. The City Administrator's decision is subject to judicial review under the arbitrary and capricious standard.

Section 7. Policy 107 is hereby adopted to read as follows:

Policy 107: Workplace Violence and Weapons Prohibited

The purpose of this policy is to prohibit weapons or the verbal threat to use weapons, intimidation, or violence, in the workplace.

This policy does not apply to: law enforcement personnel; or any official security personnel provided that they are acting in their official capacity. This policy also does not apply to any person engaged in military activities sponsored by the federal or state government, providing they are acting in their official capacity.

107.1. City employees, other than those exempted above, shall not possess firearms or any other dangerous weapons of any type in the workplace, City vehicles or facilities owned and/or managed by the City of Prosser. This prohibition applies even though an individual may be licensed in his/her private capacity to carry a concealed weapon. In addition, any other related object carried for the purpose to injure or intimidate others is not permitted in the workplace, City vehicles, or City facilities unless otherwise authorized by the Mayor.

107.2. Firearms or other dangerous weapons shall include, at a minimum:

- Pistols, revolvers, shotguns, rifles, and the like
- Dangerous knives (defined below) not necessary in the performance of work duties
- Explosive devices of any kind
- Sling shots, nunchaku sticks, and the like
- Clubs, sand clubs, throwing stars, and the like
- Metal knuckles
- Air guns, pellet guns, blow guns
- Dirks, daggers, and similar knives fitted for stabbing
- Any replica or other item that simulates any of the above items

107.3. City employees are prohibited from engaging in any violent behavior towards others, with the exception of law enforcement officers while acting in an official capacity. Any physical, verbal or visual act (with or without a weapon) that threatens, attempts to intimidate, creates fear, or has

the purpose of unreasonably interfering with an individual's work performance, creates an intimidating, hostile or offensive work environment is prohibited. This includes aggressive or hostile behavior, intentionally damaging property, committing acts motivated by, or related to, workplace harassment or domestic violence.

Non-exclusive examples of conduct which is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Acting aggressively or hostilely, creating reasonable fear of injury for another person or subjecting another individual to emotional distress;
- Damaging employer or employee property;
- Possessing a firearm or dangerous weapon while on City property or while on City business;
- Committing hostile acts motivated by, or related to, workplace harassment or domestic violence;
- Conducting harassing surveillance, i.e. stalking;
- Threatening to bring weapons or bringing them to the workplace,
- Displaying overt signs of extreme resentment, hostility or anger,
- Making threatening remarks,
- Displaying irrational or inappropriate behavior.

107.4. Procedures.

107.4.1 Employees will report any threat or behavior as outlined in section 3 above. Any employee who is subject to, or observes, violent behavior or threat of violent behavior, a firearm or other weapon, or any situation that appears to be potentially dangerous, must immediately report such action to his/her supervisor, Department Director, or the Human Resources Department.

107.4.2 Supervisors, Department Directors, or the Human Resources Department will immediately take corrective action to resolve any violent behavior situation. This includes, but is not limited to, summoning police officers or calling 911. If the situation is urgent employees may summon police officers or call 911.

107.4.3 The Human Resources Department will assist supervisors, managers and Department Directors in investigating and preparing documentation for action surrounding an incident of violent behavior. In some cases, a referral to the employee assistance program may also be appropriate.

107.4.3.1. Incidents that constitute criminal acts will be referred to the Prosser Police Department.

107.4.3.2 Disciplinary action may be taken, up to and including termination, for violations of this policy.

107.4.3.3 In no case shall any employee or private person who reports threats or acts of violence be retaliated against through disciplinary action, workload reassignments, denial of promotion, harassment, or any other manner of retribution. Any acts of retaliation will be reported immediately to the appropriate Department Director, the Human Resources Director, or, if appropriate, the Mayor pursuant to Policy 106: Whistleblower Policy

107.5 Additional Employee Obligations

107.5.1 Occasionally an employee may face a threat from a person outside the workplace. If any employee has reason to believe an outsider may harm the employee in any way in the workplace, the employee is required to report those concerns to the employee's immediate supervisor.

107.5.2 If an employee has obtained any legal protection order, such as a "No Contact" or "Anti-Harassment" or restraining order, against any other individual, and the employee believes the individual may attempt to contact that employee at the workplace in violation of the protective order, the employee is required to report those concerns to the employee's immediate supervisor, and to supply a copy of that order to the City's Human Resources Department. The Human Resources Department will place the copy in the employee's personnel file and will forward a copy to the Prosser Police Department. Such information will be kept confidential to the extent possible, but will be provided to appropriate personnel on a "need to know" basis.

107.5.3 Any employee concerned about personal safety may request an escort or other appropriate intervention by law enforcement personnel.

107.5.4 Employees should follow the same procedure in section 4 above if any citizen or visitor to the workplace is observed with or known to possess a firearm or other dangerous weapon, or where a verbal threat of assault of an employee or another person is observed at the workplace. Supervisors, Department Directors, or the Human Resources Department should follow the procedures outlined in section 4 as appropriate.

Section 8. Policy 108 is hereby adopted to read as follows:

Policy 108: Employee Personnel Records

A personnel file for each employee shall be kept under the control of the Finance Director. Access to that personnel file shall be limited to the employee, the employee's immediate supervisor, the Department Head, Finance Director and/or designee, City Administrator and Mayor. An employee's personnel file normally contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, annual performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.

An employee has the right to review his/her file. Files must be reviewed in the Finance Department with the Finance Director or his/her designee. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the immediate supervisor, Department Head, or City Administrator denies the employee's request to remove the information, the employee may deliver a written rebuttal statement to be delivered to the Finance Director to be placed in his/her personnel file.

Personnel files are kept confidential to the maximum extent permitted by law. Except as required by law, no information from any employee's personnel file will be released to the public, including the press, without a written request or authorization from the employee allowing for release of specific information.

Section 9. Policy 109 is hereby adopted to read as follows:

Policy 109: References

The City does not give references, other than to confirm the dates of employment and last salary, without the express written consent of the employee, which consent shall include a written release of the City from all liability.

Any employee, supervisor or Department Head receiving inquiries from the public concerning past or present employees should direct such inquiries or reference requests to the Finance Director. The Finance Director will respond to such requests or forward them to the City Administrator or Department Head when appropriate.

Section 10. Policy 201 is hereby adopted to read as follows:

Policy 201: Hours of Work and Overtime

201.1 The standard workweek for the City is Monday through Friday from 8:00 a.m. to 5:00 p.m. with a one (1) hour unpaid lunch period. There may be deviations from this standard or a flexible workweek may be authorized by departments provided that the department will have sufficient staff to ensure delivery of services.

201.2 A normal working schedule for regular full-time employees, except for those classified as exempt under the definitions of the Fair Labor Standards Act (FLSA), consists of forty (40) hours each workweek.

201.3 Part-time and temporary/seasonal employees will work hours as specified by their Department Head.

201.4 All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) regulations. An exempt employee is one who is classified as executive, administrative, or professional under the definitions of the Fair Labor Standards Act (FLSA).

201.5 Non-exempt employees shall receive overtime compensation payable at one and one-half times the employee's regular rate of pay for all time worked beyond the established forty (40) hour workweek. When computing overtime, holidays, sick leave, vacation, and any other leave listed under Policy 801 will NOT be counted as hours worked. Overtime will take effect when the employee has worked over forty (40) hours in one (1) workweek. This policy does not apply to the Police Department when working a 28-day work cycle.

201.6 All overtime should be pre-approved in writing on the approved form by the employee's Department Head or supervisor.

201.7 Exempt employees are not covered by the Fair Labor Standards Act (FLSA) overtime provisions and do not receive overtime pay.

201.8 Exempt employees shall only account for leave taken in excess of 4 hours each day.

Section 11. Policy 202 is hereby adopted to read as follows:

Policy 202: Attendance

202.1 Punctual and consistent attendance is a condition of employment. Each Department Head is responsible for maintaining an accurate attendance record of his/her employees.

202.2 Employees unable to work or unable to report to work on time must notify their Department Head or their immediate supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one (1) day, the employee is responsible for reporting in each day. If the supervisor or Department Head is unavailable, the employee must leave a message with the Finance Director or his/her designated representative, stating the reason for being late or unable to report for work.

202.3 The City reserves the right to require an employee to provide documentation from the employee's doctor or professional health care provider verifying an illness or injury which results from absence from work.

202.4 Employees are expected to be at work during inclement weather. A Department Head may allow an employee to be late or leave early during severe weather conditions. However, non-attendance will be counted as absence from work. Employees will be given the option of taking leave without pay or using vacation leave.

202.5 An employee who is absent without authorization or notification for a period of more than three (3) consecutive days may be assumed to have abandoned his/her position or voluntarily resigned without notice and is subject to disciplinary action, including possible termination.

Section 12. Policy 203 is hereby adopted to read as follows:

Policy 203: Breaks and Meal Periods

Employees are entitled to one (1) fifteen-minute break for every four (4) hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public. Employees should not work more than three (3) hours without a break and breaks should be scheduled as near as possible to the midpoint of the work period.

Meal periods shall be scheduled by the employee's Department Head or supervisor. The scheduling of meal periods may vary depending upon department workload. Meal periods are unpaid and usually one (1) hour in length.

In accordance with State laws, employees shall not be required to work more than five (5) consecutive hours without a meal period of one-half hour in duration.

Section 13. Policy 204 is hereby adopted to read as follows:

Policy 204: Duty to Report to Work in the Event of Disaster/Emergency Situation

It is the City's policy to continue to provide vital services to the community during emergency conditions, while maintaining a primary concern for the safety of City employees and their families. In the event of a widespread disaster that necessitates the activation of the Emergency Operations Center, the following procedures shall apply.

204.1 During Non-Work Hours

All regular employees and hourly workers are encouraged to ensure the safety and welfare of their families and homes. After making any necessary arrangements, all regular employees and hourly workers are required to report to work, pursuant to departmental operating procedures. The Emergency Operations Board must approve any departmental procedure that is less restrictive than this stated policy and procedure.

204.2 During Work Hours

Departments shall make every reasonable effort to allow regular employees and hourly workers to check promptly on the status of their families and homes, provided that doing so does not compromise emergency response functions as defined in the City's Emergency Operations Plan.

The City Administrator will determine the instances when an allowance for time off with pay for unusual circumstances will be made for any employee during a disaster or emergency situation.

204.3 Controlled Substances

No employee shall report to duty or remain on duty under the influence of any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the employee that the substance will not adversely affect the employee's ability to perform their essential duties.

No supervisor or Department Head having actual knowledge that an employee has used a controlled substance prior to reporting to work, or has used a control substance while on duty, shall permit the employee to perform, or continue to perform functions.

Section 14. Policy 205 is hereby adopted to read as follows:

Policy 205: Payroll Records

The Finance Director keeps the official payroll records. Each Department Head shall turn in on a monthly basis a signed work record for each employee within his or her department, noting hours worked, leave taken, and overtime hours worked.

Department Heads and other exempt employees need to only turn in a record showing any leave taken or time off that should be charged to his or her leave.

Section 15. Policy 301 is hereby adopted to read as follows:

Policy 301: Recruiting Employees

301.1 It is the policy of the City that all vacant regular, full-time and part-time, employment positions with the City shall be filled only after advertising the position. Unless the position is filled through in-house promotion, advertisements shall be published no less than once per week for two (2) consecutive weeks in a newspaper or publication with general circulation in the Prosser area. The City Clerk shall ensure that all applications received for a position are kept according to State retention requirements. Publication of an additional notification will not be needed if a similar position is being filled within a six (6) month timeframe.

301.2 Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification; provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved.

301.3 Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.

301.4 Any applicant supplying false or misleading information is subject to immediate termination, if hired.

301.5 In the recruitment of a City Administrator, Department Head, or other essential position, the Council may chose to enter into a contract with a recruitment firm to recruit qualified candidates.

Section 16. Policy 302 is hereby adopted to read as follows:

Policy 302: Hiring Employees

302.1 A written offer of employment outlining the conditions of employment with the City shall be given to the successful applicant. Written offers will be signed by the City Administrator or his/her designee.

302.2 Applicants for positions in which the applicant is expected to operate a City-owned motor vehicle must be at least eighteen (18) years old and will be required to present a valid Washington State Driver's License with any necessary endorsements. Prior to employment, applicants will be required to present a driving record abstract at their own expense. Applicants with poor driving records, as determined by the City, may be disqualified from employment with the City in positions requiring driving of City-owned vehicles.

302.3 The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer examinations.

302.4 After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical or psychological examination (which may include testing for alcohol and controlled substances). The purpose of the examination is to determine if the individual is physically and/or mentally able to

perform the job and to ensure his/her physical or mental condition will not endanger the health, safety or well-being of his/her self, other employees or the public. The offer of employment may be conditioned on the results of the examination.

302.5 If a successful applicant is being hired into a position which requires mandatory, random drug and alcohol testing, and during the past two years has worked as a driver of a commercial vehicle, the applicant must authorize a request from all employers of the driver within the past two years a release of information on the following: 1) positive alcohol or drug tests; and, 2) refusals to be tested.

302.6 A candidate may be disqualified from consideration if: 1) found to be physically or mentally unable to perform the duties of the position, and the individual's condition cannot reasonably be accommodated in the workplace; 2) the candidate refuses to submit to a pre-employment medical or psychological examination or to complete medical history forms; or, 3) if the pre-employment screening reveals use of alcohol and/or controlled substances.

302.7 All successful applicants for any City position may be subject to a criminal history background check. Applicants found to have a criminal history may be disqualified from employment.

302.8 All successful applicants for any City position requiring contact with or supervision of minors, vulnerable adults, or developmentally disabled persons including temporary/seasonal employees shall be subject to a criminal history background check prior to being hired, and periodically thereafter. Any applicant found to have a criminal history of violations against minors shall be automatically disqualified from employment.

302.9 Relocation costs may be paid in accordance with a contract approved by the City Council detailing repayment terms if the employee voluntarily leaves employment or is terminated for cause before twenty-four (24) continuous months of service.

302.10 Pre-employment credit history checks may be required for certain positions to determine the individual's ability to perform the work of that position. Any pre-employment credit history checks must be developed and validated under the direction of the Finance Director.

302.11 Prospective employees that may operate a vehicle for business purposes, are required to provide the City of Prosser with a five (5) year driving record abstract (pre-employment driving record) which is attainable from the Department of Licensing in each state where the employee was residing for the previous five (5) year period. The cost of the driving record abstract is the responsibility of the prospective employee.

For those jobs requiring employees to drive a City vehicle, a condition of hire is an acceptable driving record (as shown in the Scoring of Acceptable Driving Record table shown below). Minimum age for drivers of City vehicles is eighteen (18). Exceptions will be assessed on an individual basis and approved by the Mayor or City Administrator under the direction of the Mayor.

Scoring of Acceptable Driving Record (Five Years)

VIOLATIONS	GRADING CRITERIA
0-1 Minor Violation	Acceptable driving record
2 Minor Violations	Borderline approval (consider carefully)
3 Minor Violations	Poor (approval by Mayor/City Admin only)
4 Minor Violations	Unsatisfactory (not acceptable)
Any Major Violation	Unsatisfactory (not acceptable)
MINOR VIOLATIONS	MAJOR VIOLATIONS (CRIMINAL CONVICTION OF THE BELOW OFFENSES)
Stop sign/traffic signal offenses	DUI alcohol/drugs
Speeding (not more than 20 mph over posted speed limit)	Leaving scene of an accident
Improper turn; failure to signal	Reckless driving
Seat belt violation	Falsifying an accident report
Illegal passing	Vehicular homicide or assault
	Attempt to elude an officer

Section 17. Policy 303 is hereby adopted to read as follows:

Policy 303: Temporary/Seasonal Employees: Non-Exempt

303.1 With approval of the Mayor, or City Administrator under the direction of the Mayor, temporary/seasonal employees may be used during emergencies or other peak workload periods; or to temporarily replace regular employees absent due to disability, illness, vacation, or other approved leave; or to temporarily fill a vacancy until a regular employee is hired or a position is authorized.

303.2 Temporary or seasonal employees may be hired without competitive recruitment or examination.

303.3 Temporary or seasonal employees are not eligible for and do not receive retirement, vacation, sick leave, health insurance, holiday, or any other benefits during their employment.

303.4 Employment of minors will only be allowed on a temporary or seasonal, part-time basis, and only in accordance with Child Labor Laws.

Section 18. Policy 304 is hereby adopted to read as follows:

Policy 304: Employment of Relatives (Nepotism)

304.1 The following restrictions apply to married individuals. Married employees will not be employed by the City under any of the following circumstances:

304.1.1 Where one of the parties would have authority, or practical power, to supervise, appoint, remove, or discipline the other; or

304.1.2 Where one party would be responsible for auditing the work of the other; or

304.1.3 Where other circumstances exist which would place the spouses in a situation of actual or reasonably foreseeable conflict between the City's interest and their own; or

304.1.4 Where, in order to avoid the reality or appearance of improper influence or favor, or to protect its confidentiality, the City must limit the employment of close relatives of *policy level* officers of customers, competitors, regulatory agencies, or others with whom the city deals.

304.2 If two employees working in the same department marry, become related, begin sharing living quarters with one another, or begin dating each other, and in the City's judgment, the potential problems noted in Section 304.1 above exist or reasonably could exist, only one of the employees will be permitted to stay employed with the City, unless reasonable accommodations, as determined by the Mayor, or City Administrator under the direction of the Mayor, can be made to eliminate the potential problems. 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, begin sharing living quarters with each other, or begin dating each other. If no decision has been made during this time, the City reserves the right to terminate either employee. When possible, the City will consider reassignment of an employee before termination.

Section 19. Policy 305 is hereby adopted to read as follows:

Policy 305: Promotions and Transfers: Non-Exempt Employees

305.1 The City encourages current City employees to apply for vacant City positions for which they are qualified. Promotions and transfers are based on the Department Head's recommendation, workforce requirements, performance evaluations, job descriptions and related City requirements, and will be subject to approval by the Mayor, or City Administrator under the direction of the Mayor.

305.2 Regular employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must possess the qualifications for the vacant position, unless the Mayor, or City Administrator under the direction of the Mayor, determines that it is in the best interest of the City to waive such requirements.

Section 20. Policy 401 is hereby adopted to read as follows:

Policy 401: Employee Pay Rates

401.1 Employees shall be paid the amount approved by the City Council within the adopted budget.

401.2 Usually, new employees will start their employment at the entry-level pay for their position. However, a new employee may be employed at a higher pay than the entry level when the employee's experience, training, or proven capability warrant. The entry-level pay rate (or step 1) is

a twelve month step and the employee will remain on that step for the duration of those twelve months. Following the twelve month period and for each pay step that follows (steps 2 through 5) the duration is twenty four (24) months. The final step for each employee is step 5. Once the employee reaches the final pay step (or step 5) they will remain on this step and will not receive additional adjustment unless an adjusted wage schedule is approved by Council.

401.3 Salary adjustments may be granted upon the recommendation of the Mayor, or City Administrator under the direction of the Mayor, and approval of the City Council (unless already authorized in the budget by City Council). Dependent upon an employee's performance, a Department or City Administrator could request that the Mayor consider an advanced increase of up to half of their next scheduled wage increase (or step increase). This request can be made provided that the employee in question has completed at least 12 months in their current wage rate or step. The Mayor, or the City Administrator under the direction of the Mayor may approve these requested provided that budget is available to fund the adjustment. Otherwise the adjustment must be approved by the City Council.

401.4 If an employee's performance is consistently unsatisfactory, as based on the job performance evaluation, the Mayor and/or City Administrator under the direction of the Mayor, may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

Section 21. Policy 402 is hereby adopted to read as follows:

Policy 402: Longevity Pay

402.1 Non-union employees of the City shall, after 10 years of service, receive ten dollars (\$10.00) per month for every year of service thereafter. The maximum amount, which can be earned per month, shall be one hundred dollars (\$100.00).

402.2 An employee who previously started earning longevity pay prior to 10 years of service shall continue to receive the current amount of longevity pay. No additional amounts will accrue until such employee has reached 10 years of service. When the employee reaches 10 years of service, the employee will continue accruing in accordance with Policy 402.1.

402.2.1 As an example, an employee who has not reached 10 years of service but received \$90 of longevity pay in the previous year will continue to receive \$90 until the beginning of his/her 20th year of service when his/her longevity pay will increase to the maximum amount of \$100.

402.3 Longevity payments will be made in lump-sum amounts in November of each year.

Section 22. Policy 403 is hereby adopted to read as follows:

Policy 403: Cell Phone Allowance

Employees may be provided a cell phone allowance in the amount of \$50.66 each month on their regular payroll checks at the discretion of the Mayor or the City Administrator under the direction of the Mayor. This allowance shall be increased annually equal to 100% of the US All Cities CPI-W June-June with the lowest annual increase being 2% and the highest annual increase being 4%.

Employees utilizing cell phones for City business must not utilize written cell phone capabilities such as text messaging or email for City business unless such phone is synchronized with the City's computer system so that such electronic records can be maintained according to the State records retention requirements.

Employees utilizing cell phones and driving City vehicles or personal vehicles for City business must use a hands-free device when utilizing a cell phone and driving a vehicle.

Section 23. Policy 404 is hereby adopted to read as follows:

Policy 404: Bi-Lingual Allowance

Employees in positions requiring bilingual capabilities and who are able to satisfactorily complete a test of their bilingual ability may be given an allowance of \$25.00 each month on their regular payroll checks. The City will determine the positions requiring such abilities as well as the test to be utilized and the rating scale for such test.

Section 24. Policy 405 is hereby adopted to read as follows:

Policy 405: Paydays

405.1 City employees will be paid on a monthly payroll system. Employee paychecks will be issued on the last working day of the month.

405.2 Regular full-time and regular part-time City employees may elect to receive payroll draws on the fifteenth (15th) of each month. Requests for payroll draws must be received by the Finance Department by the first (1st) of each month in order to be effective for that month. Payroll draws may not exceed 70% of base wages earned to the date of the draw for that month, nor more than 40% of base wages earned for the entire month in which the draw is taken.

If the 15th day of the month falls on a Saturday, Sunday or holiday, payroll draw checks will be available on the preceding workday.

405.3 Providing at least 25 City employees request direct deposit of their paychecks in accordance with RCW 41.04.240, employees may elect to deposit payroll checks directly into a savings or checking account of their choice upon completion of the appropriate form.

Section 25. Policy 406 is hereby adopted to read as follows:

Policy 406: Deduction

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, applicable union contract, or statute. Voluntary deductions must be requested in writing by the employee to the Finance Department.

Section 26. Policy 407 is hereby adopted to read as follows:

Policy 407: Compensation upon Termination

407.1 When an employee's employment with the City is terminated by retirement, dismissal or resignation, the employee will receive the following compensation.

407.1.1 Upon termination of employment by retirement, dismissal or resignation, all regular employees shall be paid for accrued and unused vacation time up to a maximum of thirty (30) days at their regular wage provided however, that the employee has been employed for at least six (6) months.

407.1.2 At the date of retirement or resignation, one-half of the total sick leave time accrued shall be paid to the employee, provided that the employee has a minimum of forty-five (45) days accrued, up to a maximum of one hundred twenty days (120) days accrued. In order to be eligible to receive compensation for accrued sick leave, the employee must give at least two (2) weeks' notice prior to the effective date of his/her retirement or resignation. An employee who has been dismissed from his/her position is not eligible for sick leave compensation. In the event of death of an employee, one hundred percent (100%) of the accrued sick leave compensation shall be paid.

407.2 In the case of death of an employee, such compensation as provided in subsections 1 and 2 above, shall be made to the designated beneficiary of the deceased.

Section 27. Policy 408 is hereby adopted to read as follows:

Policy 408: Special Recognition Award

The Mayor or his/her designee may establish a special recognition award program in compliance with the terms of this policy. No award may be provided to an appointed official of the City. The maximum amount of an award shall not exceed the amount approved by the City Council in its annual budget. The special recognition award will not be incorporated into an employee's base salary rate of pay for the purposes of computing overtime/compensatory time accruals, unless required by the Fair Labor Standards Act, but will remain a separate, one-time recognition of contribution or innovative ideas put to practice in the organization. The special recognition award program shall be limited to awards for:

- A. A project or work product that is specific and identifiable with both start and end dates.
- B. A project or work product assignment that may be interdepartmental, with an assigned "total award" which is shared equally among all members of the task group.
- C. A demonstrated level of creativity, skill, or conscientiousness that is beyond that normally expected for the position.
- D. Individual contribution or leadership without which the project or product results would not have been achieved, and which are beyond what is normally expected for the position.

E. Innovation or conscientiousness that may have resulted in substantial savings or reduced costs.

The Mayor or his/her designee may hold a semi-annual Employee Awards Banquet and Appreciation Day to honor and recognize employees receiving such awards. The banquet and awards may include appointed and/or elected officials. The event may be held at a City facility at no cost to employees, appointed officials, elected officials, or their family members. The City may choose to provide food, non-alcoholic drinks, or other like items at the banquet. The items provided at the banquet will not be incorporated into an employee's base salary rate.

Section 28. Policy 501 is hereby adopted to read as follows:

Policy 501: Reimbursement of Business Travel Expense

Reimbursement rates for business travel expenses are established at the State of Washington per diem rate as now exists or is hereafter amended. The Department Head is responsible for verifying the trip is necessary and clearly in the best interest of the City, that budgeted funds are available, and ensuring that these procedures have been followed. Business travel expenses are categorized as follows:

501.1 Travel is to be by the most direct route and by the most economical mode available in the form of transportation approved by the Department Head.

501.2 Reservations for commercial air transportation may be made by each department. Employees are not required to fly on aircraft not able to carry at least twenty passengers. All promotional airfare, tickets, discounts, negotiable items of value, or coupons received as a result of travel on City business may not be used by an employee for personal purposes.

501.3 A City vehicle should be used for travel purposes when a department has one available.

501.4 Travelers using privately owned automobiles on City business will be reimbursed for actual miles driven at the Washington State privately owned vehicle or motorcycle mileage rate at it now exists or is hereafter amended.

501.4.1 If more expensive transportation is used, reimbursement is limited to costs that would have been incurred had the most economical means been used. If traveling by automobile, all travelers to the same event shall travel together in the same vehicle. Those choosing not to share a ride will be required to cover their own transportation costs above the per diem amount for the actual miles driven.

501.4.2 It is the Department Head's responsibility to ensure that an employee traveling in a City-owned or a privately-owned vehicle has provided the City with a copy of his/her driving record abstract in the current calendar year showing he/she has an acceptable driving record according to Policy 302.11 prior to traveling on City business.

501.4.3 An employee traveling for business purposes must ensure he/she has the minimum required insurance coverage prior to traveling on City business.

501.5 Lodging should be at the lowest available government, corporate, or conference rate. Travelers may stay at the conference center hotel even if less expensive lodging is located nearby.

501.6 Meals will be reimbursed at the established Washington State per diem rate based upon partial-day or full-day travel status as it now exists or is hereafter amended. Meals included in registration fees or included with lodging are not reimbursable. Tips and taxes are included in the maximum per diem rate.

501.7 Necessary miscellaneous business travel expenses such as taxi or bus fare, ferries, tolls, parking fees, and educational materials are reimbursable. Detailed receipts are required for reimbursement of miscellaneous business travel expenses.

501.8 Non-allowable expenses of a personal nature that do not benefit the City are not reimbursable. Examples include, but are not limited to, dependent expenses, entertainment, traffic fines, loss or damage of personal property, personal telephone calls, in-room movies, laundry service, valet service, and alcoholic beverages.

501.9 Employees traveling need to keep in mind that they are responsible for the accuracy of information reported on City travel documents.

501.10 Requests for reimbursement of travel related expenses should be submitted to the Department Head and forwarded to the Finance Department within 5 (five) business days of completion of travel.

Section 29. Policy 601 is hereby adopted to read as follows:

Policy 601: Performance Evaluations

601.1 To achieve the City's goal to train, promote and retain the most qualified employee for every job, the City conducts performance evaluations for all positions at least annually.

601.2 The Finance Director is responsible for developing and maintaining the City's performance evaluation program.

601.3 Employees are to be evaluated by their Department Heads during their first six (6) months of employment and at least once every twelve (12) months thereafter.

601.4 The evaluation is part of an employee's personnel record and may be a factor in determining whether the employee receives a wage increase, or whether the employee is promoted, transferred, demoted, laid off, or terminated.

601.5 The employee is allowed to provide a reply or rebuttal statement indicating his/her agreement or disagreement with the evaluation findings. Statements will be attached to the evaluation and filed with the employee's personnel record.

Section 30. Policy 602 is hereby adopted to read as follows:

Policy 602: Training Policy

602.1 The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to City employment, to obtain and maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars and workshops sponsored by other agencies and organizations outside the City.

602.2 Unless prohibited by law, the City may pay for renewals of all required certifications needed for employment subject to budgetary constraints.

Section 31. Policy 603 is hereby adopted to read as follows:

Policy 603: Tuition Reimbursement

603.1 The City is dedicated to providing personal and professional development opportunities for all employees as long as educational courses provide a benefit to the City. While tuition reimbursement is not the only training and development offered to employees, it is an essential benefit which provides learning and career growth opportunities. Tuition reimbursement also assists in attracting and retaining employees and demonstrates the degree of value the City places on its employees.

603.2 If an employee desires to take an advanced education course, the course must be pre-approved by the Mayor or the City Administrator under the direction of the Mayor and the Department Head as being a benefit to the City. Any approval is subject to budgetary and scheduling constraints. Reimbursement will only be made for college courses from an accredited college or university. An accredited college or university is one that is recognized by the North Central Association of Colleges and Secondary Schools, or one of five other regional accrediting associations including Northwest Association, Middle States Association, New England Association, Southern Association, or Western Association. Accreditation information is available directly from the school. Each semester or quarter shall require separate approval and submission of a Tuition Reimbursement Form.

603.3 The City may reimburse the employee for the cost of tuition, provided that the employee receives a B grade or better. Official grade reports must be submitted with the request for tuition reimbursement. Reimbursement requests and official grade reports must be submitted within ninety (90) days of completion of each course. Tuition reimbursement includes the cost of tuition only. Other costs not covered by this policy include but are not limited to the following: parking, transportation, recreation fees, lab fees, student fees, and textbooks. No regular or overtime compensation will be paid to any employee as a result of participation in this program.

603.4 The total maximum reimbursable amount will be \$5,000 or the amount budgeted, whichever is less, in any calendar year for each employee. If requests for tuition reimbursement exceed the amount allowed by the City's current budget, then requests by employees will be funded according to the date on which the employee submitted the Tuition Reimbursement Form.

603.5 Tuition reimbursement may be subject to income and FICA tax withholding depending on the IRS tax codes in effect. Employees should contact their accountant or tax advisor for guidance on the tax laws related to tuition reimbursement.

603.6 Employees shall remain in an active, good-standing position with the City for 24 months after any tuition reimbursement is provided. Employees separating prior to completing this obligation shall be financially liable for reimbursing the City for all tuition reimbursement provided to the employee within 24 months from the date of the employee's separation from employment from the City. The employee and his or her spouse, if applicable, shall sign a Tuition Reimbursement Form with the City before any tuition reimbursement is provided in substantially the following form:

TUITION REIMBURSEMENT FORM

Name of Employee _____

Date of Application _____

I request approval to take the following courses under the City’s tuition reimbursement program:

Course Name(s) _____

School _____

Accreditation Information _____

Reason for taking course _____

Beginning Date _____ Completion Date _____

- 1. City related tuition costs \$ _____
- 2. less Outside/non-personal assistance - \$ _____
- 3. Subtotal (line 1 – line 2) \$ _____
- 4. less Prior tuition claim(s) in same year - \$ _____
- 5. Total tuition reimbursement requested (line 3 – line 4) \$ _____

Notes: Tuition reimbursement may not exceed \$5,000 per year

I understand that I must pay the cost of tuition and fees in advance, and upon successful completion of the course(s), the City will reimburse me at the appropriate rate as outlined in the policy. I understand that I must furnish a grade report within ninety (90) days of completion of the course and receipt of expenses before reimbursement will be made. I agree to abide by all other provisions of the tuition reimbursement policy. I also understand that if I leave the City within 24 months calculated from the date of reimbursement, I will be required to repay any amount received, in full, in accordance with the terms of exhibit “A” attached hereto as incorporated herein as if fully set forth.

Employee Signature _____ Date _____

Department Head Approval _____ Date _____

City Administrator Approval _____ Date _____

I have completed the course(s) and submit my expenses and grade report for reimbursement (receipts attached)

Employee Signature _____ Date _____

I, the undersigned, being the spouse of the above named employee, have read the above tuition reimbursement form and attached exhibit “A” and understand the terms thereof. I hereby consent to the provisions of the tuition reimbursement form and accept and ratify them as binding upon me, insofar, as the agreement effects my community rights.

Spouse Signature _____ Date _____

Exhibit "A"

Employee and Employee's Spouse promise to pay to City at (601 7th Street, Prosser, Washington), the principal sum of _____ without interest on or before employee's separation from employment from the City. The employee agrees that the City may deduct the amount due by employee from employee's last paycheck. Employee also promises as follows:

1. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (12%) per annum.

2. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.

3. **ATTORNEY'S FEES AND COSTS:** Employee shall pay all costs incurred by City in collecting sums due under this agreement after a default, including reasonable attorney's fees, whether or not suit is brought.

4. **NON-WAIVER:** No failure or delay by City in exercising its rights under this Note shall be a waiver of such rights.

5. **SEVERABILITY:** If any clause or any other portion of this Agreement shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this agreement, all of which shall remain in full force and effect.

6. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this agreement. This agreement may not be modified or amended except by written agreement signed by Employee and City Administrator. This agreement shall be considered to be a promissory note, enforceable under the laws of the State of Washington.

603.7 Employees who receive financial assistance for their education from another source must disclose the source and amount on their Tuition Reimbursement Request Form. If employees are receiving 100% funding for their education from another source, the City will not provide reimbursement. Under certain circumstances, it is possible that the tuition reimbursement program can be coordinated with other funding sources. In all instances, total financial assistance and tuition reimbursement will not exceed the educational expenditures incurred.

603.8 HOW TO APPLY FOR TUITION REIMBURSEMENT

1. Complete the Tuition Reimbursement Form.
2. Submit this completed form to the department head for recommendation to the City Administrator.
3. When the City Administrator, or department head, returns the approved Tuition Reimbursement Form to the employee (or otherwise informs the volunteer of course approval), he/she may then enroll in the course.
4. Within 90 days after successful completion of the course, attach a copy of the payment/sales receipts and evidence of satisfactory course completion, if applicable, to the previously approved Tuition Reimbursement Form (or other evidence of prior course approval). Forward the documentation to the City's Finance Director for processing.

Section 32. Policy 701 is hereby adopted to read as follows:

Policy 701: Retirement Benefits

701.1 The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee.

701.2 All regular full-time and eligible part-time uniformed Police Officers are covered by Law Enforcement Officers and Firefighter's Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.

701.3 All regular full-time and eligible part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.

701.4 An employee intending to retire should notify his/her Department Head of his/her intent to retire at least three (3) months prior to the date of retirement.

701.5 For regular part-time employees, the City's policy regarding retirement benefits shall be in accordance with the State of Washington's retirement system.

Section 33. Policy 702 is hereby adopted to read as follows:

Policy 702: Worker's Compensation Benefits

702.1 All employees, except those covered by LEOFF 1, are covered by the State Industrial Insurance Program (Worker's Compensation) administered by the Department of Labor & Industries (L&I). This type of insurance covers employees in case of on-the-job injuries or job-

related illnesses. All job-related accidents shall be reported immediately to the immediate supervisor or Department Head. The Department Head shall promptly file a corresponding report with the Finance Director.

702.2 When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Worker's Compensation. If the employee files a claim, the City will continue to pay the employee's regular salary pending receipt of Worker's Compensation benefits, provided, the employee has unused sick or other qualifying leave available. All unused sick leave will be used prior to any other unused leave.

702.3 When the employee receives Worker's Compensation benefits, he/she is required to repay to the City the amount covered by Worker's Compensation and previously advanced by the City. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued leave is available, while insuring that no employee receives more than he/she would have received had the injury not occurred.

702.4 Full sick leave pay or pay for other types of leave and time loss benefits cannot be received concurrently. Employees who are on paid leave and who also receive time loss payments from L&I for the same period of time are required to remit payments received from L&I in their entirety to the City. The buy-back program reconciles this "double payment" and allows for reinstatement of a proportionate amount of leave to the employee's leave record.

702.5 The City may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he/she will be capable of performing the essential duties and responsibilities of the position.

Section 34. Policy 703 is hereby adopted to read as follows:

Policy 703: Insurance Benefits

703.1 Employees are eligible to participate in the City's insurance program. Coverage will begin as outlined in the underwriting rules of each healthcare plan. The program and criteria for eligibility will be explained at the time the employee is hired. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.

703.2 Regular, part-time employees will receive benefits on a pro-rata basis, based on regularly scheduled hours at date of hire. Should a regular, part-time employee temporarily receive an increase in hours of work, i.e., up to two (2) consecutive work weeks, they shall continue to receive their regular proration of benefits. Should hours increase for a period of greater than two (2) consecutive workweeks, benefit proration shall be based on actual hours worked for said period.

703.3 Upon mutual agreement between the employee and the City, in accordance with the terms and conditions of the insurance policy, the City will continue insurance coverage at the employee's expense during an approved unpaid leave of absence. COBRA continuation rights may apply in the event coverage is not extended through the City.

703.4 While an employee is receiving Worker's Compensation benefits, the City may continue to pay the employee's insurance premiums. If the City does not pay the employee's insurance

premiums, the employee may choose to use his/her COBRA rights and self-pay insurance premiums.

703.5 Upon an employee's termination from City employment, at the employee's option and expense, the employee may elect to continue City insurance benefits to the extent provided under COBRA.

703.6 Premium increases shall be split on a 50/50 basis; employer pays fifty percent (50%) of the premium increase and employee pays fifty percent (50%) of the premium increase.

703.7 The City shall offer an IRS Code 125 Plan for employee participation featuring both medical and childcare options.

Section 35. Policy 704 is hereby adopted to read as follows:

Policy 704: Unemployment Compensation

City employees may qualify for Washington State Unemployment Compensation after termination from City employment subject to State guidelines.

Section 36. Policy 801 is hereby adopted to read as follows:

Policy 801: Leaves

801.1 The City has the following types of leave:

1. Vacation Leave
2. Sick Leave
3. Leave without Pay
4. Jury and Witness Leave
5. Administrative Leave
6. Military Leave
7. Holiday Leave
8. Religious Holiday
9. Family Medical Leave
10. Emergency Leave
11. Domestic Violence Leave

12. Pregnancy Leave

13. Public Safety Volunteer Leave

Section 37. Policy 802 is hereby adopted to read as follows:

Policy 802: Vacation

802.1 Each regular, full-time, unionized employee is entitled to vacation leave, with pay, at his/her regular wage as follows:

START OF YEAR	END OF YEAR	HOURS PER MONTH
0 years	4 years	6.67 hours per month
5 years	9 years	10 hours per month
10 years		10 hours per month plus .67 hours per month for each additional year of service (maximum of 22 hours per month)

802.2 Each regular, full-time, non-union employee is entitled to vacation leave, with pay, at his/her regular wage as follows:

START OF YEAR	END OF YEAR	HOURS PER MONTH
0 years	4 years	8.66 hours per month
5 years	9 years	12 hours per month
10 years		12 hours per month plus .67 hours per month for each additional year of service (maximum of 22 hours per month)

802.2.1 Provided that, upon approval of the Mayor, or the City Administrator under the direction of the Mayor, and/or City Council, an employee hired into a management position (i.e. City Clerk, Finance Director, Police Chief, Public Works Director, or Building Official) may be placed at the zero, five, or ten-year category above based on experience, education and training as deemed appropriate by the Mayor, or the City Administrator under the direction of the Mayor. Employees starting at the five-year level will move to the ten-year level after five years of service.

802.3 Maximum vacation earned for any employee will be thirty-three (33) days or 22 hours per month during any anniversary year. Vacation with pay may be accumulated to a total of thirty (30) days (two hundred forty (240) hours).

802.4 No vacation days will be accrued during a leave of absence without pay.

802.5 All new employees must complete six (6) months of their employment to be entitled to vacation leave. Employees resigning prior to completing six (6) months of employment are not entitled to cash out vacation. Regular, part-time employees will receive vacation on a pro-rata basis. Temporary/seasonal employees are not eligible for any vacation benefits.

802.6 Each department is responsible for scheduling its employee's vacations without undue disruption of department operations. Vacation requests of two (2) days or less should be submitted at least forty-eight (48) hours prior to the time being requested off. Vacation requests of three (3) days or longer normally shall be submitted at least thirty (30) days in advance of the requested time off.

Vacation schedules will be established by the Department Head or supervisor who will consider operating conditions and other needs prior to authorizing vacation. Seniority will be considered in establishing such schedules and in resolving conflicting requests.

In the event of an unexpected personnel shortage or work overload, the City may cancel vacation, without the payment of overtime and reschedule the vacation at a mutually agreeable time. Employees that have made travel plans shall be accommodated if the cancellation of vacation will result in an economic loss.

802.7 In cases where City operations have made it impractical for an employee to use vacation time, the Department Head, with the approval of the Mayor, or the City Administrator under the direction of the Mayor, may authorize additional accruals.

802.8 During the first month of employment, vacation hours will be earned as follows:

- Start date on or before the 15th of the month – full month accrual; or
- Start date on or after the 16th of the month – one-half (½) month accrual.

During the last month of employment, vacation hours will be earned as follows:

- Last date of employment on or before the 15th of the month – one-half (½) month accrual; or
- Last date of employment on or after the 16th of the month – full month accrual.

802.9 Annual Vacation Buy Back will be paid out once a year in the month of December. An employee may exercise the buy back option, and if they do so, the City shall compensate them up to the maximum of forty (40) hours at the regular rate of pay. Employees may only buy back vacation up to maximum of forty (40) hours if he/she had taken a minimum of forty (40) hours of vacation in the year.

In the event of an emergency, at the approval of the Finance Department (who will verify the availability of vacation hours) and the approval of the City Administrator, under the direction of the Mayor, a vacation buy back could be approved for cash out at a different time of year. This emergency vacation buy back cannot exceed forty (40) hours and the employee receiving the emergency vacation buy back would not be eligible for the regular buy out in December.

Section 38. Policy 803 is hereby adopted to read as follows:

Policy 803: Sick Leave

803.1 All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part-time employees may accrue sick

leave benefits on a pro-rated basis based on regularly scheduled hours. Sick leave may be accrued up to a maximum of one hundred twenty (120) days (nine hundred sixty (960) hours). Temporary/seasonal employees do not accrue sick leave benefits.

803.2 Employees accrue and may use sick leave beginning the 1st of the month following their date of hire. Employees do not accrue sick leave benefits during a leave without pay.

803.3 Sick leave covers those situations in which an employee is absent from work due to:

803.3.1 Physical injury or illness to the employee, subject to the requirements of Policy 702;

803.3.2 The need to care for the employee's immediate family members who are ill;

803.3.3 Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times, which have the least interference with the workday;

803.3.4 Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;

803.3.5 Use of a prescription drug which impairs job performance or safety; or

803.3.6 Sickness or disability associated with pregnancy or childbirth.

803.4 A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition, which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.

803.5 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with the Mayor's, or the City Administrator's under the direction of the Mayor, prior approval, take leave without pay.

803.6 During the first month of employment, sick hours will be earned as follows:

- Start date on or before the 15th of the month – full month accrual; or
- Start date on or after the 16th of the month – one-half (½) month accrual.

During the last month of employment, sick hours will be earned as follows:

- Last date of employment on or before the 15th of the month – one-half (½) month accrual; or
- Last date of employment on or after the 16th of the month – full month accrual.

803.7 Non-union employees may donate sick leave, in hour-for-hour increments, to another employee subject to the following conditions:

803.7.1 The employee requesting the donation must have completed six (6) months of employment;

803.7.2 The employee requesting the donation must have exhausted all paid accrued leaves;

803.7.3 The employee donating leave must maintain at a minimum 173.3 hours of sick leave after the donation; and,

803.7.4 No employee may donate more than forty (40) hours sick leave in a one (1) year calendar period.

Section 39. Policy 804 is hereby adopted to read as follows:

Policy 804: Leave Without Pay

804.1 The Mayor, or the City Administrator under the direction of the Mayor, may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an immediate family member, pursuing an education, fulfilling a military obligation in excess of fifteen days per year, pregnancy or childbirth, or due to being a victim of domestic violence.

804.2 Full-time and part-time employees may be eligible for leave without pay subject to the following requirements:

804.2.1 Leave may be granted to an employee for a period of up to ninety (90) days upon consultation with the Department Head and approval from the Mayor, or the City Administrator under the direction of the Mayor. Further extensions are at the sole discretion of the Mayor, or the City Administrator under the direction of the Mayor; and,

804.2.2 All accrued leaves must be exhausted prior to taking any leave without pay.

804.3 An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay, except as identified in Section 804.4.

804.4 In certain circumstances, self-payment of insurance benefits may apply. See Section 703 regarding Insurance Benefits.

804.5 An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned without notice.

804.6 An employee returning from a temporary disability may, at the City's option, return to the same position or similar position at a comparable rate of pay.

804.7 If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the essential work, duties and responsibilities, of the employee's position.

Section 40. Policy 805 is hereby adopted to read as follows:

Policy 805: Jury and Witness Leave

805.1 Regular full-time and regular part-time employees will be granted time off, with pay, to serve on a jury or as a court witness. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

805.2 An employee granted such leave shall reimburse the City for pay received while serving as a witness or juror, except for mileage and expense reimbursement.

Section 41. Policy 806 is hereby adopted to read as follows:

Policy 806: Administrative Leave

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time, as determined by the Mayor, or the City Administrator under the direction of the Mayor. The finding by the Mayor, or the City Administrator under the direction of the Mayor, must be that such action is in the best interest of the City during a pending investigation or other administrative proceeding.

Section 42. Policy 807 is hereby adopted to read as follows:

Policy 807: Military Leave

807.1 Employees who are members of the National Guard or Federal Reserve Military Unit may be absent from their duties, with pay, for a period of up to twenty-one (21) days during each year beginning October 1 and ending the following September 30 when they are performing ordered military duty and while going to and from that duty.

807.2 An FMLA eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to a combined total of 26 weeks of all types of leave in a single 12-month period to care for the service member.

807.3 Spouses of military personnel who work an average of 20 or more hours per week are entitled to take up to 15 days of unpaid leave while their spouse is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. An employee must provide his/her Department Head with notice of his/her intention to take leave within five business days of receiving official notice that his/her spouse will be on leave or of an impending call to active duty. An employee may substitute accrued, paid leave for any part of the unpaid leave.

807.4 Family members of National Guard or Reserve personnel are authorized up to 12 workweeks of FMLA job-protected leave for “any qualifying exigency” arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. The leave is intended to allow family members to manage their affairs while the member is on active duty in support of a contingency operation.

Section 43. Policy 808 is hereby adopted to read as follows:

Policy 808: Holiday Leave

808.1 The following holidays are recognized by the City:

New Year’s Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
4 th of July (Independence Day)	July 4
Labor Day	1 st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Thanksgiving Day
Day After Thanksgiving	The day after Thanksgiving Day
Christmas Day	December 25
Floating Holiday	

808.2 Any holiday falling on Saturday will be celebrated on the preceding Friday; any holiday falling on Sunday will be celebrated on the following Monday.

808.3 Non-exempt regular full-time or part-time employees will be paid for the holiday plus one and one-half (1½) times his/her regular rate of pay for any time worked on the holiday. Such time must be pre-authorized and approved by the Department Head.

808.4 Temporary/seasonal employees will be paid at their regular, straight-time rate of pay for hours worked on a holiday.

808.5 All new employees, except temporary/seasonal employees, hired prior to July 1 will be entitled to a floating holiday for that calendar year. New employees hired after that date do not receive a floating holiday in the calendar year hired.

Section 44. Policy 809 is hereby adopted to read as follows:

Policy 809: Religious Holiday

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 he or she desires to take the two unpaid holidays after consultation with his or her 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 he or she has 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 (WAC 82.56.010).

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 2 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.

Section 45. Policy 810 is hereby adopted to read as follows:

Policy 810: Family Medical

810.1 The Family Medical Leave Act (FMLA) provides up to twelve (12) weeks of unpaid, job-protected leave every 12 month period, in a rolling calendar year, to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

810.2 Paid or unpaid leave is granted for any of the following reasons:

810.2.1 To care for the employee’s newborn child after birth, or placement with the employee for adoption or foster care (FMLA to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement);

810.2.2 To care for the employee’s spouse, child, parent, parent-in-law, brother, sister, son or daughter-in-law, sister or brother-in-law, grandparent, step relative, or domestic partner who has a serious health condition; or,

810.2.3 For a serious health condition that makes the employee unable to perform the essential functions of the employee's job; or,

810.2.4 Military leave as outlined in Policy 807.

810.3 For the purpose of this twelve (12) week period, paid accrued leaves must be used prior to unpaid leave.

810.4 The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

810.4.1 The employee ordinarily must provide thirty (30) days advance notice when the leave is foreseeable.

810.4.2 The City may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the City's expense) and a fitness for duty report to return to work.

810.5 Certain job benefits and protections are required under FMLA as follows:

810.5.1 For the duration of FMLA leave, the City will maintain the employee's insurance coverage under the City's group health plan, provided the employee continues to pay the employee's portion of the insurance premium.

810.5.2 Upon return from FMLA leave, an employee will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms.

810.5.3 The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

810.6 While an employee is out on FMLA the City will not:

810.6.1 Interfere with, restrain, or deny the exercise of any right provided under FMLA; or,

810.6.2 Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

810.7 If both an employee and his/her spouse work for the City and request leave for the birth, adoption, or foster care placement of their child, to care for their new child, or to care for his/her child, parent, parent-in-law, brother, sister, son or daughter-in-law, sister or brother-in-law, grandparent, step relative, or domestic partner who has a serious health condition, 12 weeks total (rolling calendar method) is the combined annual FMLA available to them as a couple for those purposes.

810.8 FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

Section 46. Policy 811 is hereby adopted to read as follows:

Policy 811: Emergency Leave

All regular employees of the City shall receive paid emergency leave of three (3) workdays for a death in his/her immediate family. This emergency leave is not deductible from the employee's accrued sick leave or vacation. Pay will be at his/her regular wage.

Section 47. Policy 812 is hereby adopted to read as follows:

Policy 812: Domestic Violence Leave

812.1 An employee who is a victim of domestic violence, sexual assault or stalking may take a reasonable amount of paid or unpaid intermittent leave from work to take care of legal or law enforcement needs or get medical treatment, social-services assistance or mental-health counseling.

812.2 An employee who is a family member of a victim of domestic violence, sexual assault, or stalking may take a reasonable amount of paid or unpaid intermittent leave to help the victim obtain treatment or seek help. For this purpose, family members include the employee's spouse, children, parents, parents-in-law, grandparents, and a person with whom the employee has a dating relationship.

812.3 An employee must give advance notice of his/her intent to take leave unless the leave cannot be foreseen in which case notice must be provided no later than the end of the first day leave is taken.

812.4 The City may require verification from an employee who is requesting leave. If so, an employee may provide one or more of the following:

- A police report indicating the employee or employee's family member was a victim;
- A court order providing protection to the victim;
- Documentation from a healthcare provider, attorney, clergy member, or other professional from whom assistance was sought; or
- An employee's written statement that the employee or employee's family member is a victim and needs assistance. Family relationship may be determined by birth certificate, court document or other similar record or a statement from the employee.

812.5 For the duration of Domestic Violence Leave, the City will maintain the employee's insurance coverage under the City's group health plan, provided the employee continues to pay the employee's portion of the insurance premium.

Section 48. Policy 813 is hereby adopted to read as follows:

Policy 813: Pregnancy Leave

The City follows all applicable state and federal laws.

Section 49. Policy 814 is hereby adopted to read as follows:

Policy 814: Public Safety Volunteer Leave

814.1 Introduction: Ensuring the public safety needs of the community serves a fundamental purpose of the City of Prosser, Washington. The community relies on the efforts of volunteers to meet many of its public safety needs. City employees are an invaluable resource for special skills that can aid in such volunteer activities. Without a leave policy, city employees must take unpaid leave to respond to the public safety needs of the community. A policy to encourage city employees to volunteer to meet the public safety needs of the community will help the city ensure the public safety needs of the community. Therefore, a City Public Safety Leave Policy is established for non-represented employees to facilitate such volunteer efforts. An employee may be eligible for a maximum of 80 hours of additional paid leave (or the equivalent/proportionate paid leave if on alternative/reduced work schedule) to volunteer with an agency in support of the public safety of the community. Public Safety Volunteer Leave (PSVL) is subject to Departmental/City Administrator approval. Fiscal impacts limit the total number of employees who can use this program. A city employee is not entitled to use such leave to volunteer as a reserve police officer.

814.2 Definitions:

“Community” means the corporate limits of the City of Prosser, or the service area of Prosser Fire District Number 3, or any governmental agency with which the City of Prosser or Prosser Fire District Number 3 has a mutual aid agreement.

“Public Safety” means the protection of persons or property from the imminent threat of harm, death, illness, fire, or destruction and shall also mean a response to a declaration of an emergency from any local, state, or federal agency.

814.3 PSVL Approval Process:

1. Initial Manager Contact: Employee contacts his/her manager if s/he wishes to volunteer under this policy to discuss possible times the employee can take leave and/or workload issues.
2. Volunteer Agency Contact: After the initial manager contact, the employee should contact one or more volunteer agencies involved in the volunteer effort for which leave is requested. The employee is responsible for finding volunteer agencies that will provide adequate written documentation that the employee will not be engaged in ineligible activities listed in C(6) below prior to PSVL approval. The employee shall inform the agency that s/he must obtain final approval from the employer. In addition to the documentation regarding no ineligible activities, agency approved employees shall bring back to their manager written confirmation of the volunteer placement, including the dates of the placement and the skill or service to be provided. This information will aid managers if they must choose among employees because of workload or other constraints.
3. It is within a department director’s discretion, with the concurrence of the City Administrator or

designee, whether to approve PSVL taking into consideration workload, fiscal and other relevant issues. No city official shall approve employees for leave where it would plan to backfill in their absence. Employees wishing to take PSVL must complete all required forms including an acknowledgment of the employee's acceptance of the terms of this policy.

4. Upon return to the City from the PSVL, the employee shall provide written confirmation from the volunteer agency of the dates the employee volunteered with the agency. Failure to provide adequate written confirmation may result in not receiving the pay for PSVL.

5. Ineligible Employees: Part time and temporary employees, employees who are serving an initial probationary period or have not worked for the City for at least six continuous months, employees who are on a performance improvement plan or similar program, employees who have documented excessive absences (unrelated to protected FMLA or Family Care leave), employees who are being counseled regarding excessive absences, and employees who are currently the subject of a disciplinary investigation are not eligible for PSVL.

6. Ineligible Activities: The city will not approve PSVL for: a) Any activity not directly related to public safety in the community; b) fundraising for volunteer organizations; c) activities associated with agencies that do not provide services on a nondenominational basis; d) activities that involve proselytizing for a religion; and c) volunteer activities that conflict, on an ongoing basis, with an employee's work schedule.

814.4 Benefit:

1. An employee approved for PSVL is eligible to receive up to 80 hours of paid leave per calendar year. Employees who work alternative or reduced schedules are eligible for an equivalent or proportional benefit.

2. As with any other paid leave, employees will continue to receive health, retirement and accrued leave benefits if otherwise eligible for these benefits.

3. PSVL does not accrue to an employee's leave bank, cannot be cashed out upon termination or retirement and is not eligible for credit for retirement purposes. PSVL is only available when an employee meets the above approval conditions and takes PSVL.

4. While on PSVL, an employee is not acting as a city employee. Therefore, the employee is not covered by the City's workers compensation program for an injury, illness or death that occurs while on leave including while volunteering or training for an agency and while traveling to and from the volunteer agency. Additionally, any travel or miscellaneous expenses incurred during volunteer activities but not covered by the volunteer organization is the sole responsibility of the PSVL participant.

5. In the sole discretion of the City Administrator, an employee may be eligible for additional unpaid PSVL beyond the 80 hours for a volunteer commitment.

6. In the City Administrator's sole discretion, the PSVL policy may be suspended at any time. Suspension of the program can result in an employee not receiving PSVL even though he or she has already been approved by an agency, and employee's department. Every effort will be made to give

employees notice of the suspension of the PSVL program. The City Council may terminate the PSVL, at any time, by repealing the Ordinance establishing the policy.

814.5 Volunteer Agencies: The City does not warrant or make any endorsement of the safety or reliability of a volunteer agency or its volunteer placements when an employee is approved for PSVL. The employee is solely responsible for making these determinations. The City does not bear any risk or liability to the employee for any accident, injury or death while on PSVL (including training, travel to and from the volunteer site, and while engaged in the volunteer effort).

814.6 Administrative Rule Making Authority: The City Administrator is authorized to establish policies and procedures to implement this Ordinance.

Section 50. Policy 901 is hereby adopted to read as follows:

Policy 901: Employee Responsibility and Conduct

The City has adopted a separate Values, Vision and Mission Statement by resolution. The City's mission is to provide dependable service to a safe, sustainable community of businesses, families, and neighbors with integrity, accountability, and stewardship. Employees should keep the City's values, vision, and mission in mind at all times when delivering service to both internal and external customers.

901.1 All City employees are expected to represent the City to the public in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their Department Head.

901.2 Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct. Among the City's expectations are: basic tact and courtesy towards the public and fellow employees' adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens.

Section 51. Policy 902 is hereby adopted to read as follows:

Policy 902: Outside Employment and Conflicts of Interest

902.1 Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:

902.1.1 Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods; or

902.1.2 Is conducted during the employee's work hours; or

902.1.3 Utilizes City telephones, computers, supplies, or any other resource, facilities or equipment; or

902.1.4 May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

902.2 Any City employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she obtains prior approval from the Mayor, or the City Administrator under the direction of the Mayor.

902.3 No City employee shall engage in any act, which is in conflict with, or creates an appearance of conflict with, the performance of official duties. An employee is deemed to have a conflict of interest if the employee:

902.3.1 Receives or has any financial interest in any sale to the City of any service or property when such financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service; or

902.3.2 Solicits, accepts or seeks anything of economic value as a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction, which is or may be the subject of official action of the City, provided, that the prohibition against gifts or favors shall not apply to:

902.3.2.1 attendance of an employee at a hosted meeting directly related to the conduct of City business or where official attendance by the employee as a staff representative is appropriate; or

902.3.2.2 any gift, which would have been offered or given to the employee if he or she were not a City employee; or

902.3.2.3 any City-sponsored or City-hosted event or program in which the City partners with community organizations or businesses for donations;

902.3.3 Participates in his or her capacity as a City employee in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City; or

902.3.4 Engages in private employment or renders services for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence, judgment, or action in the performance of official duties; or

902.3.5 Appears on behalf of a private person, other than his or herself or an immediate family member or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a part, or accepts a retainer or compensation that is contingent upon a specific action by the City; or

902.3.6 Discloses or uses, without legal authorization, confidential information concerning the property or affairs of the City to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the City; or

902.3.7 Has a financial or personal interest in any legislation coming before the City Council and participates in discussion with or gives an official opinion to the City Council unless the employee discloses on the record of the Council the nature and extent of such interest; or

902.3.8 Holds, directly or indirectly, for purposes of personal financial gain, investment or speculation, any interest in real property situated within the City, if such employee in the course of his or her official duties performs any function requiring the exercise of discretion on behalf of the City in regard to the regulation of land use or development, provided, that this prohibition shall not apply to:

902.3.8.1 real property devoted to the personal use or residence of the employee or member of the employee immediate family; or

902.3.8.2 any other interest in real property held by the employee on the date of enactment of this chapter.

Section 52. Policy 903 is hereby adopted to read as follows:

Policy 903: Political Activities

903.1 City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

903.2 Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.

903.3 Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment Rights.

Section 53. Policy 904 is hereby adopted to read as follows:

Policy 904: Use of City Vehicles

These rules apply to the use of all City of Prosser vehicles and motorized equipment. The City uses a variety of vehicles and motorized equipment in its delivery of services to the public. These vehicles, and the employees who drive them, represent a major investment in resources and potential for loss. Vehicle usage is one of the most visible activities performed by the City.

904.1 An employee whether full-time, part-time, temporary or seasonal may drive a City vehicle for work-related purposes when authorized to do so by his/her Department Head or his/her designee.

904.2 Employees driving City vehicles may not allow unauthorized persons without a specific work-related purpose to operate or ride in City vehicles at any time without the Department Head or their designee's approval. Passengers may include other City employees, employees of contracted temporary help agencies, other government officials, agents contracted with the City, citizens participating in police ride-along programs, or other similar purposes. Carrying a passenger in a City vehicle must be for a demonstrable public purpose.

904.3 Family members of City employees are not allowed as passengers in City vehicles unless they are qualified as explained in the paragraph above. Employees who take family members to work-related events, seminars, conferences, etc., must use their own personal vehicle and may receive travel reimbursement up to the amount that the City would have paid had a City vehicle been utilized if available, depending on the circumstances.

904.4 Drivers and passengers must follow all state and local laws and departmental policies and procedures concerning motor vehicle operation. Such laws include the requirement to wear seat belts when operating or riding in a City vehicle and using a hands-free device when utilizing a cell phone and driving a vehicle.

904.5 The use of City vehicles for personal profit is strictly prohibited.

904.6 Drivers operating or parking City vehicles may make occasional stops or use the vehicle for personal convenience, which is incidental to the performance of the employee's official duties. Incidental stops outside City limits are only allowed if the authorized use includes a destination outside the City and the stop is not a deviation from the direct route to or from the official duty. Official duties include those performed outside the City's jurisdiction such as travel to or from emergency response calls or training.

904.7 If a City vehicle must be stored away from a City parking lot overnight, then it must be stored off-street or in secured parking, wherever practicable or feasible.

904.8 The Finance Department will issue a gas card to an employee authorized to drive City vehicles. Employees driving City vehicles are required to fill vehicle gas tanks at City refueling stations with the City gas card when the vehicle has less than $\frac{1}{4}$ tank of gas (at the least). This is critical to efficient use of the City's resources and to assure the ability to respond during emergency situations. Every attempt must be made to utilize City refueling stations since fuel is provided at a discounted rate.

904.9 No person shall operate a City vehicle while under the influence of intoxicants or drugs, or while adversely affected by medical conditions or medications, which cause drowsiness, slowed reaction times, vision disturbance or other symptoms affecting driving performance. Any employee experiencing such medical conditions or taking such medications must report the situation to his/her supervisor if operating, or asked to operate, any City vehicle. No employee shall drink alcoholic beverages within four hours of when he/she has knowledge that he/she will be operating a City vehicle. No off-duty or on-duty employee in possession of a City vehicle shall use the City vehicle as transportation to any tavern, bar, saloon or similar establishment.

904.10 Operators of city vehicles and passengers shall not use tobacco in City vehicles, including the use of electronic cigarettes, vaporizers, or e-cigarettes.

904.11 Employees who possess a commercial driver's license and operate a commercial vehicle are covered by the policies and procedures outlined in this chapter.

904.12 Persons operating specialized equipment such as tractors or backhoes must meet their department's requirements for operation of the equipment prior to its use.

904.13 Drivers of City vehicles must have a current, valid Washington State driver license with any endorsement applicable to the class and use of vehicle operated.

904.14 A driving record abstract is required at least once every 36 months by all drivers who drive City vehicles and by employees operating personal vehicles for business travel. The City of Prosser will reimburse employees for the cost of the driving record abstract upon submittal of a receipt and the correct 3-year driving record abstract. Reimbursement does not apply to newly hired employees that must submit an abstract prior to beginning employment. Employees with unsatisfactory driving record abstracts as shown in Policy 302.11 may not be allowed to travel on City business or if it is a requirement of their job may be terminated (see Policy 910).

904.15 Drivers of City vehicles or drivers that travel on City business in personal vehicles must immediately report to their supervisor any change in status of their Washington State driver's license.

904.16 Drivers of City vehicles are required to report all incidents involving City vehicles to their supervisor, to the appropriate agency if the incident occurs outside Prosser City limits, and to the Prosser Police Department. Whenever a City vehicle is involved in an incident causing damage to any vehicle or property, the incident will be reviewed by the City's Safety Committee. Drivers of personal vehicles are similarly required to report all incidents involving their personal vehicle that occur while using their personal vehicle for City business.

904.17 Drivers of City vehicles are required to report all mechanical malfunctions and/or damages to the vehicles to Personnel.

904.18 Drivers of City vehicles covered by IRS regulations for vehicle-use taxation must report to their department timekeeper each day they use a City vehicle as transportation to and/or from work. Income tax withholding will be made according to current IRS rules for the use of City vehicles outside of regularly scheduled work hours.

904.19 Drivers of City vehicles shall endeavor to keep the interior of City vehicles clean and tidy.

904.20 Drivers of City vehicles are expected to extend courteously to other vehicles and pedestrians. .

Section 54. Policy 905 is hereby adopted to read as follows:

Policy 905: Use of City-Owned Cell Phones

905.1 Each employee assigned a City-owned cell phone will be placed on a calling plan designated by the City which best accommodates the assigned job duties of the employee.

905.2 City-owned cell phones are generally only for City business. However, very limited personal use is acceptable if it does not cause the City to incur additional costs. It is the employee's responsibility to check with the Finance Department to see which plan is utilized and how personal use may affect the bill.

905.3 Employees utilizing City-owned cell phones are required to sign an agreement prior to such use indicating that they understand that the City will deduct the cost of any non-business or personal calls from the employee's next paycheck.

905.4 Employees utilizing City-owned cell phones are required to review the invoice each month to identify whether any additional costs were incurred due to non-business or personal use. If additional costs were incurred, the City will deduct the cost of the additional costs from the employee's next paycheck.

905.5 Employees utilizing cell phones for City business must not utilize written cell phone capabilities such as text messaging or email for City business unless such phone is synchronized with the City's computer system so that such electronic records can be maintained according to the State records retention requirements.

905.6 Employees utilizing cell phones and driving City vehicles or personal vehicles for City business must use a hands-free device when utilizing a cell phone and driving a vehicle.

905.7 All City-owned cell phones are considered public property and may be inspected by the City at any time without prior disclosure to the employee.

905.8 The Mayor or his designee is authorized to adopt an administrative policy regarding use of electronic devices for cell phone use.

Section 55. Policy 906 is hereby adopted to read as follows:

Policy 906: Computer, Electronic Mail (Email), Internet and Technology Use

This policy applies to all employees, officers, and elected officials of the City of Prosser, unless otherwise addressed by a current collective bargaining agreement.

906.1 As a general rule, the City of Prosser's computer, email, Internet and technology capabilities may be used for City business only.

906.2 The Mayor and/or City Administrator, under the direction of the Mayor, are authorized to adopt administrative policies to address the use, management, retention, and structure of the City's information technology systems. The policy will cover at a minimum the following aspects and goals:

- **Acceptable Use:** To ensure that use of computers and networks by employees is consistent with City policies, all applicable laws, and the individual job responsibilities.
- **Email:** To create awareness that the City's email system is not an appropriate forum for any discussion of confidential or personal issues because such emails may become subject to public disclosure for various reasons. To ensure that City employees have no expectation of privacy in such emails to the extent they are housed in the City's email system or relate to city business.
- **Internet Policy:** To ensure that use of the Internet by employees of the City of Prosser is consistent with City policies, all applicable laws, and the individual's job responsibilities.
- **Computer Network Policy:** Defines standards for using the City of Prosser's network system. These standards and best practices minimize the exposure to damage which may result from unauthorized use of the City of Prosser resources.
- **Remote Access and Mobile Computing:** Outlines acceptable use and access to City issued IT resources and data.
- **Storage Device Policy:** To ensure that viruses and other harmful software are not placed on the City of Prosser network infrastructure.
- **Procurement Policy:** Outlines acquisition,, installation and maintenance of appropriate, cost-effective, technology and services.
- **Passwords:** To prevent unauthorized access to sensitive data by establishing a standard for the creation of strong passwords and the protection of those passwords.
- **Personal Owned Devices:** To ensure that employees' personal devices don't introduce viruses or malware, or become a platform of attacks directed toward City resources.

906.3 An employee that believes he/she has been a victim of harassment should not delete the information he/she considers harassment. The employee must then submit his/her complain in writing in accordance with Policy 105, Harassment.

Section 56. Policy 907 is hereby adopted to read as follows:

Policy 907: Use of Equipment

907.1 Employees shall not mishandle, misappropriate, or convert to their own use any property of the City of Prosser.

907.2 Employees shall not loan, sell, give away, or appropriate to their own use any public property, nor shall they pilfer or be guilty of theft of property.

907.3 All employees are responsible for the proper care and safekeeping of all City property.

Section 57. Policy 908 is hereby adopted to read as follows:

Policy 908: Bulletin Boards

Information of special interest to all employees is posted regularly on City bulletin boards.

Section 58. Policy 909 is hereby adopted to read as follows:

Policy 909: Contact with News Media

The Mayor, City Administrator, or designated Department Head shall be responsible for all official contacts with the news media. The Mayor, City Administrator, or Department Head may designate specific employees to give out procedural, factual, or historical information on particular subjects.

Section 59. Policy 910 is hereby adopted to read as follows:

Policy 910: Driver's License Requirements

910.1 As part of the requirements for certain City positions, an employee may be required to have a valid Washington State Driver's License or Commercial Driver's License.

910.2 If an employee's license is revoked, suspended or lost, or is in any other way not current, valid and in the employee's possession, the employee shall promptly notify his/her Department Head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her Department Head.

910.3 If an employee is not able to perform assigned duties without a license, he/she shall be suspended without pay until he/she obtains a valid Washington State Driver's License. Depending on the duration of the license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action up to and including termination.

910.4 A driving record abstract is required every thirty-six (36) months by all drivers who drive City vehicles and by employees operating personal vehicles for business travel. The City of Prosser will reimburse employees for the cost of the driving record abstract upon submittal of a receipt and the correct 3-year driving record abstract. Reimbursement does not apply to newly hired employees that must submit an abstract prior to beginning employment. Employees with unsatisfactory driving record abstracts as shown in Police 302.11 may not be allowed to travel on City business or if it is a requirement of their job may be terminate

Section 60. Policy 911 is hereby adopted to read as follows:

Policy 911: Safety

911.1 All employees will be provided with a copy of the City's Safety & Accident Prevention Manual, Hazardous Communications Manual, and Exposure Control Plan at the time of hire.

911.2 Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions in accordance with the City's policies. The City will make every effort to remedy problems as quickly as possible.

911.3 In case of an accident involving a personal injury, employees shall immediately notify his/her Department Head and report the accident in accordance with the City's policies.

Section 61. Policy 912 is hereby adopted to read as follows:

Policy 912: Drug and Alcohol Free Workplace

Employees are required to report to work and any City function drug and alcohol free unless prescription drugs have been prescribed by a physician and the use of such prescribed drugs will not adversely affect the Employees ability to perform the core essential functions of the Employee's position.

Section 62. Policy 913 is hereby adopted to read as follows:

Policy 913: Complaint Procedures

913.1 The City recognizes that sometimes situations arise in which an employee feels that he/she has not been treated fairly or in accordance with City rules and procedures. For this reason, the City provides its employees with the following procedures for resolving complaints:

913.1.1 Certain employees may have more than one (1) source of dispute resolution rights, i.e. the City's Civil Service Rules, a collective bargaining agreement, and this complaint process. Employees represented by a bargaining unit or who are covered under Civil Service Rules should follow grievance procedures set out in their respective labor contracts or Civil Service Rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

913.1.2 Step 1: An employee should first try to resolve any problem or complaint with his/her immediate supervisor.

913.1.3 Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee shall file a written complaint with his/her Department Head, the City Administrator under the direction of the Mayor, or the Finance Director. If the incident involves the City Administrator, the incident should be reported to the Mayor. The City will not retaliate against an employee for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, employees, co-workers or non-employees such as customers, vendors and contractors.

913.1.4 Step 3: The person receiving the complaint will meet with the employee within five (5) working days and shall respond to the employee in writing within five (5) working days after the meeting. If the employee is not satisfied with the response, the employee may submit the issue, in writing, to the next higher level of authority. The written complaint must contain, at a minimum, the following:

913.1.4.1 A description of the problem;

913.1.4.2 A specific policy or procedure, which the employee believes has been violated or misapplied;

913.1.4.3 The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances; and,

913.1.4.4 The remedy sought by the employee to resolve the complaint.

913.2 The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee became aware of the circumstances.

913.3 The Mayor, or the City Administrator under the direction of the Mayor, may meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within (10) working days of the meeting. The response and decision by the Mayor or City Administrator under the direction of the Mayor shall be final.

Section 63. Policy 914 is hereby adopted to read as follows:

Policy 914: Enrollment in Service Organizations

914.1 Employees, subject to Department Head approval and budgetary constraints, are encouraged to contribute to the community by enrolling in and becoming volunteers for service organizations. Service organizations are generally nonprofit community organizations or community organizations that benefit the poor or infirm. Volunteering shall not conflict with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:

914.1.1 prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods; or

914.1.2 is conducted during the employee's work hours; or

914.1.3 utilizes City telephones, computers, supplies, or any other resource, facilities or equipment unless an exception has been made by the Mayor or City Administrator under the direction of the Mayor; or

914.1.4 may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

914.2 In most cases, an employee volunteering his/her time to service organizations will not cause the City to incur any additional costs beyond the payment of enrollment fees as authorized by Policy 914.3 unless such additional costs have been reviewed and approved by the Mayor or City Administrator under the direction of the Mayor.

914.3 A City employee may request the City pay for enrollment fees to belong to service organizations benefitting the community. Such request must be approved by the Mayor or City Administrator under the direction of the Mayor.

Section 64. Policy 1001 is hereby adopted to read as follows:

Policy 1001: Lay Off

1001.1 The Department Head, Mayor, or City Administrator under the direction of the Mayor may lay off employees for lack of work, budgetary restrictions or other changes that have taken place.

1001.2 In determining who is to be laid off, considerations will be given to individual performance and the qualification required for remaining jobs. Seniority will be considered when performance and qualifications are equal.

1001.3 Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

Section 65. Policy 1002 is hereby adopted to read as follows:

Policy 1002: Resignation

1002.1 Employees should provide two (2) weeks written notice of resignation. This time limit may be waived by the Mayor or the City Administrator under the direction of the Mayor. However, Policy 407 still applies to compensation.

1002.2 Before receiving their final paycheck, departing employees should be interviewed by the Mayor, the City Administrator under the direction of the Mayor, or his/her designee to determine the reason(s) for resignation, and when desirable, attempt to retain employees.

Section 66. Section 1 of Ordinance Number 13-2817, Section 1 of Ordinance Number 10-2686, and Section 2 of Ordinance Number 09-2661 are all hereby repealed, but shall remain in full force and effect until the effective date of this ordinance.

Section 67. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 68. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

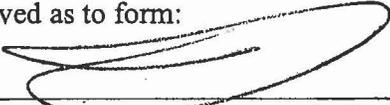
PASSED by the City Council and **APPROVED** by the Mayor, this _____ day of _____, 2014.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE REPEALING ORDINANCE 09-2661 AND ORDINANCE 13-2817 REGARDING THE PERSONEL POLICY MANAUAL AND RE-ENACTING THE PERSONEL POLICY MANUAL FOR THE CITY OF PROSSER. THS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of an Ordinance Amending the 2015 Budget for various funds.		Meeting Date: July 14, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number:	
Amount Budgeted: \$0		Name and Fund# Various	
Reviewed by Finance Department:			
Attachments to Agenda Packet Item:			
1. Ordinance			
Summary Statement:			
<p>In the last budget process it was suggested by council that we budget and appropriate funding to include ending/beginning cash balance so that staff was not coming back to council so often for budget amendments. The Council has the option to adopt expenditures only or include the ending cash balance in the appropriated amount. In the past Council has done both, mostly upon budget presentation by Mayor and staff. In the most recent budget ordinance, the expenditures were adopted only and the total did NOT include an appropriation for the ending fund balance.</p> <p>The ordinance attached amends the budget to incorporate the ending cash balance if the Council would like to do so. Below is a small brief explanation of each approach to aid in the decision process:</p> <p>Expenditure Only (budgeting and not appropriating the anticipated ending fund balance):</p> <ul style="list-style-type: none"> • Clearly identify surplus or deficit spending in budget ordinance. • Requires budget amendment, by ordinance, to allocate funds for unexpected expenditures; • Two step budget amendment review and approval process <p>Including Ending Cash Balance in the amount appropriated for expenditure except for reserve funds:</p> <ul style="list-style-type: none"> • Surplus and Deficit spending found in budget document. • Requires Council action, by motion, to allocate funds from ending cash to operations. • Budget amendments would only be necessary for unanticipated revenue and could be reviewed and approved at the same meeting. Appropriation of 			

unappropriated reserve funds would require introduction at one meeting and approval of an ordinance at the next meeting.

Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Review and provide direction to staff.

Reviewed by Department Director:

Not Available-

Date:

Today's Date:

May 21, 2015

Reviewed by City Attorney:



Date:

Revision Number/Date:

Approved by Mayor:



Date:

File Name and Path:

**CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____**

AN ORDINANCE AMENDING THE 2015 BUDGET FOR SEVERAL FUNDS TO APPROPRIATE RESERVED CASH. THE ORDINANCE AMENDS THE 2015 BUDGET FOR THE ABOVE FUNDS AT THE FUND LEVEL AND FINDS THAT THE THIS AMEMDMENT TO THE 2015 BUDGET IS IN THE BEST INTERST OF THE CITY. THE ORDINANCE ALSO AUTHORIZES THE FINANCE DIRECTOR TO MAKE ALL ADJUSTMENTS TO THE 2015 BUDGET NECESSARY TO ACCOMPLISH THE PURPOSE OF THIS ORDINANCE. THE ORDINANCE ALSO PROVIDES THAT THE SECTIONS ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, pursuant to RCW 35A.33.090 , a public emergency exists which could not have been reasonably foreseen at the time of the filing of the 2015 Budget which requires the receipt and expenditure of money not provided for in the annual budget and is not one of the emergencies specifically enumerated in RCW 34A.33.080; and

WHEREAS, the facts constituting an emergency are enumerated as follows:

1. The adopted 2015 budget was an estimate of revenues and expenditures; and
2. Prudent fiscal management requires immediate amendment of the budget; and
3. It is in the best interest of the city of Prosser to amend the budget; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The 2015 Budget is hereby amended as follows:

Fund #	Fund Name	Beginning Balance	Cash	Revenue	Appropriation
101	General Fund	\$ 521,376	\$	4,736,168	\$ 5,257,544
102	Street Fund	\$ 89,089	\$	624,049	\$ 713,138
103	Transportation Benefit District	\$ 266	\$	80,500	\$ 80,766
105	Small Project Reserve	\$ 0	\$	43,600	\$ 43,600
110	Artenal Street Fund	\$ 132,125	\$	500	\$ 132,625
111	Municipal Capital Improvement	\$ 145,884	\$	27,600	\$ 173,484
115	General Fund Reserve	\$ 235,916	\$	206,500	\$ 200,000
116	City Facilities Reserve	\$ 24,805	\$	500	\$ 25,305
117	Employee Benefit Trust	\$ 27,408	\$	50,500	\$ 77,908
119	Parks Reserve Fund	\$ 5,000	\$	0	\$ 0
120	Hotel Motel Fund	\$ 50,144	\$	80,120	\$ 130,264
131	Tourism Promotion Area	\$ 13,439	\$	20,100	\$ 33,539

144	Public Safety Program Enhancement Fund	\$	26,338	\$	10,500	\$	36,838
146	Drug Enforcement Fund	\$	12,701	\$	50	\$	12,751
147	Police Investigative Fund	\$	47,915	\$	350	\$	48,265
148	Criminal Justice Fund	\$	963,939	\$	185,299	\$	1,149,238
149	Public Safety Sales Tax Fund	\$	0	\$	135,300	\$	135,300
150	Forfeitures and Seizures Fund	\$	0	\$	0	\$	0
152	Infrastructure Development Reserve Fund	\$	494,776	\$	400	\$	495,176
221	LID Guarantee Fund	\$	0	\$	0	\$	0
229	96 GO Bond Fund	\$	10,129	\$	158,700	\$	168,829
233	11 GO Bond Fund	\$	691	\$	128,075	\$	128,766
234	110-10-23	\$	1,700	\$	1,700	\$	3,400
301	REET First Quarter Percent	\$	10,597	\$	27,600	\$	38,197
302	OLE Improvement Fund	\$	26,358	\$	166,642	\$	193,000
303	7th Street ADA Project Fund	\$	2,191	\$	14,041	\$	16,232
304	OLE Phase 2 Project Fund	\$	15,697	\$	100,580	\$	116,277
305	ESCO Project	\$	0	\$	1,125,000	\$	1,125,000
403	Water Funds	\$	617,064	\$	5,876,694	\$	6,493,758
407	Sewer Fund	\$	850,744	\$	1,912,122	\$	2,762,866
420	Zone 2-5 Water Improvement Project	\$	100	\$	768,700	\$	768,800
444	98 Water Revenue Bond Redemption Reserve	\$	7,262	\$	155,012	\$	162,274
445	93 Water Revenue Bond Reserve	\$	170,490	\$	750	\$	0
448	Garbage Fund	\$	402,858	\$	949,898	\$	1,352,756
449	99 Water Revenue Bond Redemption Reserve	\$	7,044	\$	79,301	\$	86,345
450	99 Water Revenue Bond Reserve	\$	84,688	\$	0	\$	0
451	Water Facilities Reserve	\$	217,530	\$	50	\$	217,580
452	Sewer Facilities Reserve	\$	301,261	\$	2,500	\$	303,761
453	N Prosser Debt Redemption Reserve	\$	498,928	\$	0	\$	498,928
454	N Prosser Debt Reserve	\$	32,068	\$	0	\$	0
455	Irrigation Reserve Fund	\$	0	\$	69,740	\$	0
470	Wastewater Improvement Project	\$	2,839,100	\$	3,312,100	\$	6,151,200
603	Consumer Utility Deposit Fund	\$	1,050	\$	15,000	\$	16,050
606	Library Memorial Fund	\$	13,000	\$	0	\$	13,000
	Total Budget	\$	8,888,669	\$	21,066,241	\$	29,954,910

Section 2. The salaries and wages set forth in the attached appendix A are the salaries and wages which may be paid to the officers and employees of the City of Prosser. These salaries and wages may be adjusted by council action and in accordance with approved collective bargaining agreements.

Section 3. The Finance Director is hereby authorized to close funds deemed to be no longer necessary and in the best interest of the City. Additionally, the Finance Director is authorized to make transfers, inter-fund loans, and other transactions necessary as outlined in the Budget. All terms required by the State BARS manual shall be incorporated into any interfund loan document, including interest, if required at the rate the city then is receiving as interest from its investments in the State Pool. The Finance Director and is authorized to dissolve the interfund loan pursuant to the terms of the loan document.

Section 4. The Finance Director is hereby authorized to make all adjustments to the City's Budget to accomplish the purposes of this Ordinance in accordance with RCW Chapter 35A.33.090 and in accordance with the BARS Manual.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 6. An emergency is declared to exist and the recitals set forth above are hereby adopted as findings in support of such emergency.

Section 7. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

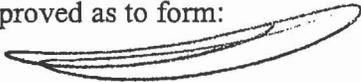
PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE AMENDING THE 2015 BUDGET FOR SEVERAL FUNDS TO APPROPRIATE RESERVED CASH. THE ORDINANCE AMENDS THE 2015 BUDGET FOR THE ABOVE FUNDS AT THE FUND LEVEL AND FINDS THAT THE THIS AMEMDMMENT TO THE 2015 BUDGET IS IN THE BEST INTERST OF THE CITY. THE ORDINANCE ALSO AUTHORIZES THE FINANCE DIRECTOR TO MAKE ALL ADJUSTMENTS TO THE 2015 BUDGET NECESSARY TO ACCOMPLISH THE PURPOSE OF THIS ORDINANCE. THE ORDINANCE ALSO PROVIDES THAT THE SECTIONS ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015.

CITY CLERK, RACHEL SHAW