AGENDA

City Council Regular Meeting

6:30 PM - Tuesday, September 3, 2019

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	CALL TO ORDER	**6:30 pm**
	ROLL CALL	
	PLEDGE OF ALLEGIANCE	
	APPROVAL OF AGENDA	
	PUBLIC COMMENT	**6:35 pm**
	Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us. Please be aware that Council meetings are videotaped and available to the public.*	
	CONSENT CALENDAR	**7:05 pm**
	1. **Payroll**: For the Period Ending July 15, 2019 For a Pay Date of July 19, 2019 in the Amount of $514,286.17	
	2. **Payroll**: For the Period Ending July 31, 2019 For a Pay Date of August 5, 2019 in the Amount of $505,697.40	
	3. **Payroll**: For the Period Ending August 15, 2019 For a Pay Date of August 20, 2019 in the Amount of $508,833.34	
4 - 10	4. **Approval:** Claims For Period Ending August 6, 2019 In The Amount Of $1,954,870.89 For Check No. 54548 Through 54749 View Agenda Item	

11 - 16	5.	**Approval:** Claims For Period Ending August 20, 2019 In The Amount Of $2,911,874.56 For Check No. 54750 Through 54887 View Agenda Item	
17 - 21	6.	**Approval**: Claims For Period Ending September 3, 2019 In The Amount Of $403,308.94 For Check No. 54888 Through 54962 View Agenda Item	
22 - 26	7.	**Resolution**: Accepting The Inglewood Hill Road Overlay As Complete View Agenda Item	
27 - 75	8.	**Resolution**: Adopting A New Employee Handbook And Repealing All Existing Personnel Policies And Procedures View Agenda Item	
76 - 79	9.	**Approval:** Interlocal Agreement with King County to enter into a Cooperative Governmental Purchasing Agreement View Agenda Item	
80 - 84	10.	**Approval:** Minutes for the July 16, 2019 Regular Meeting. View Agenda Item	
85 - 87	11.	**Approval:** Minutes for the August 20, 2019 Special Meeting. View Agenda Item	
	PRESENTATIONS / PROCLAMATIONS		**7:35 pm**
88	12.	**Proclamation:** Welcoming Week View Agenda Item	
89	13.	**Proclamation**: Childhood Cancer Awareness Month View Agenda Item	
	PUBLIC HEARINGS		**7:45 pm**
90 - 116	14.	**Ordinance:** Amending Chapters 13.10 and 13.20 Of The Sammamish Municipal Code related To Surface Water Management; Amending Sammamish Municipal Code Chapter 21A.15 Related To Technical Terms And Land Use Definitions; Providing For Severability; And Establishing An Effective Date View Agenda Item	
	UNFINISHED BUSINESS		
	NEW BUSINESS		**8:15 pm**
117 - 135	15.	**Contract:** Sahalee Way NE Corridor Analysis Update/ Perteet View Agenda Item	
	COUNCIL REPORTS/ CITY MANAGER REPORT		**8:30 pm**

136 - 137 16. **Report**: City Manager Rick Rudometkin
View Agenda Item

EXECUTIVE SESSION **9:00 pm**

17. Potential Litigation pursuant to RCW 42.30.110 (1)(i)

ADJOURNMENT **10:00 pm**

LONG TERM CALENDAR

138 View Agenda Calendar

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: August 1st, 2019

Re: Claims for August 6th, 2019

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68,431•38  +
106,704•05  +
45,769•70  +
1,733,965•76  +
1,954,870•89  *
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	$	68,431.38
	$	106,704.05
	$	45,769.70
	$	1,733,965.76
Check #54548-54749	$	1,954,870.89

Top 10 Over $10,000 Payments

City Council Meeting: 08/06/2019 Payments over $10,000			
Vendor		Amount	Details
King County Sheriff's Office	$	593,375.08	Police services
RRJ	$	124,639.23	Curb ramp retrofit/sidewalk repair
DKS Associates	$	86,054.88	ITS improvement project
AtWork!	$	84,248.54	Mowing/replanting
King County Finance	$	77,829.32	Traffic services/water quality/surface water management
Western Systems Inc	$	74,773.53	Traffic signal equipment
Geosyntec Consulting	$	69,602.78	Laughing Jacobs Basin Plan
ICMA401	$	59,736.67	Employee benefits
Western Equipment Distributors	$	53,712.55	New ATM72 slope mower
En Pointe Technologies	$	49,945.04	Microsoft Enterprise licenses

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 7/12/2019 - 10:48 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54548	07/12/2019	ALLSTREA	Allstream	2,163.51	54,548
54549	07/12/2019	REDUTIL	City of Redmond	179.02	54,549
54550	07/12/2019	COMCAST2	Comcast	9.42	54,550
54551	07/12/2019	COMCAST3	Comcast	1,386.86	54,551
54552	07/12/2019	KLEINRYA	Ryan Klein	1,200.00	54,552
54553	07/12/2019	LIVESOU	Live Sound & Stage LLC	1,045.00	54,553
54554	07/12/2019	MAILPO	Mail Post Sammamish	1,659.90	54,554
54555	07/12/2019	NESAM	NE Sammamish Sewer & Water	1,550.77	54,555
54556	07/12/2019	PSE	Puget Sound Energy	10,486.92	54,556
54557	07/12/2019	SAM	Sammamish Plateau Water Sewer	9,119.33	54,557
54558	07/12/2019	UPFORGRA	Up For Grabs Inc	650.00	54,558
54559	07/12/2019	VERIZON	Verizon Wireless	8,345.94	54,559
54560	07/12/2019	VOYAGER	Voyager	7,217.86	54,560
54561	07/12/2019	WALAB	Wa State Dept of Labor & Indus	23,251.85	54,561
54562	07/12/2019	WORKSAFE	WorkSAFE Service, Inc	165.00	54,562
			Check Total:	68,431.38	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 7/19/2019 - 10:00 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54563	07/19/2019	CASDU	Cailfornia State Disbursement Unit	663.50	54,563
54564	07/19/2019	FRONTIR2	Frontier	408.51	54,564
54565	07/19/2019	GOLIGHTL	Garry Golightly	400.00	54,565
54566	07/19/2019	ICMA401	ICMA 401	59,736.67	54,566
54567	07/19/2019	ICMA457	ICMA457	20,118.88	54,567
54568	07/19/2019	KIRKPATR	Rori Kirkpatrick	147.76	54,568
54569	07/19/2019	LIVESOU	Live Sound & Stage LLC	1,045.00	54,569
54570	07/19/2019	NAVIA	Navia Benefits Solution	1,836.85	54,570
54571	07/19/2019	POINTEMB	Point Emblems	2,070.00	54,571
54572	07/19/2019	PSE	Puget Sound Energy	15,411.71	54,572
54573	07/19/2019	SEASHAKE	Seattle Shakespeare Festival	3,900.00	54,573
54574	07/19/2019	SPYROGRA	Cheryl Serio	750.00	54,574
54575	07/19/2019	WASUPPOR	Wa State Support Registry	215.17	54,575
			Check Total:	106,704.05	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 7/25/2019 - 2:40 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54576	07/26/2019	ADOBE	Adobe Inc.	311.62	54,576
54577	07/26/2019	ALLSTREA	Allstream	2,225.31	54,577
54578	07/26/2019	AMERICAL	Americall International Inc	308.85	54,578
54579	07/26/2019	CENTURY	CenturyLink	59.40	54,579
54580	07/26/2019	EASTFRIE	Eastside Friends of Seniors	5,000.00	54,580
54581	07/26/2019	3TRICKPO	James Foreman	900.00	54,581
54582	07/26/2019	GOODTOGO	Good To Go!	20.20	54,582
54583	07/26/2019	HOMEDE	Home Depot	3,716.88	54,583
54584	07/26/2019	HUNTERS	Hunters Ridge Homeowners Assoc	684.00	54,584
54585	07/26/2019	LIVESOU	Live Sound & Stage LLC	1,045.00	54,585
54586	07/26/2019	MCGREW	Eva S McGrew	2,000.00	54,586
54587	07/26/2019	REPUBLIC	Republic Services #172	105.49	54,587
54588	07/26/2019	RUNAMPLI	RunAmplify, Inc	3,129.28	54,588
54589	07/26/2019	SAM	Sammamish Plateau Water Sewer	9,992.81	54,589
54590	07/26/2019	SAM	Sammamish Plateau Water Sewer	1,500.00	54,590
54591	07/26/2019	SAM	Sammamish Plateau Water Sewer	12,537.50	54,591
54592	07/26/2019	STAPLES	Staples Advantage	835.86	54,592
54593	07/26/2019	WATREAS	Wa State Treasurer	1,397.50	54,593
			Check Total:	45,769.70	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/1/2019 - 8:31 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54594	08/06/2019	4IMPRINT	4imprint, Inc.	2,927.02	54,594
54595	08/06/2019	ACCELA	Accela, Inc #774375	1,391.25	54,595
54596	08/06/2019	ACTIONAP	Action Apparel	970.99	54,596
54597	08/06/2019	ADOBE	Adobe Inc.	267.10	54,597
54598	08/06/2019	AGENTERP	AG Enterprise Supply Inc	521.31	54,598
54599	08/06/2019	AMHIGHWA	American Highway Products Ltd	246.54	54,599
54600	08/06/2019	APA	American Planning Assoc	555.00	54,600
54601	08/06/2019	AWC	Association of Wa Cities	2,225.00	54,601
54602	08/06/2019	AWCCOBRA	Association of WA Cities	1,683.04	54,602
54603	08/06/2019	ATWORK	At Work!	84,248.54	54,603
54604	08/06/2019	AUTODOC	Auto Doctor	7,609.38	54,604
54605	08/06/2019	BACKGROU	Background Source Intl	710.00	54,605
54606	08/06/2019	BAKERMAR	Marc Baker	243.25	54,606
54607	08/06/2019	BATTERIE	Batteries Plus	40.59	54,607
54608	08/06/2019	BEACONAT	Beacon Athletics	462.84	54,608
54609	08/06/2019	BEDIKAWA	Kawarjit Bedi	187.50	54,609
54610	08/06/2019	BELZAK	Steve Belzak	57.42	54,610
54611	08/06/2019	BEST	Best Parking Lot Cleaning, Inc	11,586.94	54,611
54612	08/06/2019	BMC	BMC East LLC	94.27	54,612
54613	08/06/2019	CALPORT	CalPortland Company	1,188.44	54,613
54614	08/06/2019	CDW	CDW Govt Inc	7,036.22	54,614
54615	08/06/2019	CERTLABS	Certified Laboratories	818.18	54,615
54616	08/06/2019	CLASSIC	Classic Foundry LLC	11,833.78	54,616
54617	08/06/2019	CODEPUB	Code Publishing Inc	880.00	54,617
54618	08/06/2019	COUNTRYC	Country Craft Homes LLC	1,000.00	54,618
54619	08/06/2019	DALZIEL	Tawni Dalziel	41.58	54,619
54620	08/06/2019	DAVEY	Davey Resource Group	1,500.00	54,620
54621	08/06/2019	EVANS	David Evans & Associates, Inc	17,556.25	54,621
54622	08/06/2019	DKS	DKS Associates	86,054.88	54,622
54623	08/06/2019	DLT	DLT Solutions, LLC	6,996.20	54,623
54624	08/06/2019	DRIFTMIE	Driftmier Architects, P.S.	1,318.61	54,624
54625	08/06/2019	DURHAM	Travis Durham	7,665.90	54,625
54626	08/06/2019	EASTFIRE	Eastside Fire & Rescue	3,811.83	54,626
54627	08/06/2019	ENPOINTE	En Pointe Technologies Sales LLC	49,945.04	54,627
54628	08/06/2019	ECS	Environmental Chemical Solutions Inc	4,530.08	54,628
54629	08/06/2019	ESSERLUK	Luke Esser	2,000.00	54,629
54630	08/06/2019	EVERGR	Evergreen Print Solutions	245.03	54,630
54631	08/06/2019	EVSAN	Evergreen Sanitation, Inc	990.00	54,631
54632	08/06/2019	FASTENAL	Fastenal Industrial Supplies	844.74	54,632
54633	08/06/2019	FCS	FCS Group Inc.	1,438.75	54,633
54634	08/06/2019	FEHRPEER	Fehr & Peers	18,489.34	54,634
54635	08/06/2019	FIDELIS	Fidelis, Inc	630.00	54,635
54636	08/06/2019	FIREPROT	Fire Protection, Inc.	874.50	54,636
54637	08/06/2019	FOLSPARK	Friends Of Lk Sammamish State Park	3,000.00	54,637
54638	08/06/2019	GEOSYNTE	Geosyntec Consulting Inc	69,602.78	54,638
54639	08/06/2019	GRAINGER	Grainger	389.12	54,639
54640	08/06/2019	GRANGE	Grange Supply, Inc.	1,039.95	54,640
54641	08/06/2019	GREENBRI	Greenbriar Land, LLC	500.00	54,641
54642	08/06/2019	GUNJAYE	Yechan Gunja	500.00	54,642
54643	08/06/2019	HDFOWL	H. D. Fowler Company	1,000.52	54,643

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54644	08/06/2019	HAMPTONR	Ron Hampton	368.76	54,644
54645	08/06/2019	HANDLOS	Lynne Handlos	58.00	54,645
54646	08/06/2019	HARRISWO	Harris Work Systems	309.29	54,646
54647	08/06/2019	HENDRIKU	Hendrikus Organics, Inc.	4,901.16	54,647
54648	08/06/2019	HERMANSO	Hermanson Co LLP	2,772.30	54,648
54649	08/06/2019	HOLLYWOO	Hollywood Lights Inc (SEA)	7,831.45	54,649
54650	08/06/2019	HOMEDE	Home Depot	2,416.54	54,650
54651	08/06/2019	HONEY	Honey Bucket	9,716.53	54,651
54652	08/06/2019	HOUGHBEC	Hough Beck & Baird Inc	4,263.75	54,652
54653	08/06/2019	HONDAKU	Issaquah Honda Kubota	103.75	54,653
54654	08/06/2019	JIRSA	Barbara Jirsa	164.84	54,654
54655	08/06/2019	GALT	John E. Galt	1,666.25	54,655
54656	08/06/2019	JOHNJEAN	Jean Johnson	437.80	54,656
54657	08/06/2019	KCDIST	King County District Court	36,252.00	54,657
54658	08/06/2019	KINGFI	King County Finance A/R	77,829.32	54,658
54659	08/06/2019	KINGSH	King County Sheriff's Office	593,375.08	54,659
54660	08/06/2019	KCRADIO	King Cty Radio Comm Svcs	1,115.40	54,660
54661	08/06/2019	KIRKBRIA	Brian Kirkland	40.71	54,661
54662	08/06/2019	KIRKCARE	Kirkland Land Care	16,412.07	54,662
54663	08/06/2019	KPG	KPG Interdisciplary Design	29,935.07	54,663
54664	08/06/2019	LEEBRUCE	Bruce Lee	500.00	54,664
54665	08/06/2019	LEWISBRI	Lewis Brisbois Bisgaard & Smith LLP	6,473.50	54,665
54666	08/06/2019	LEXIS	Lexis Nexis Risk Data Mgmt	144.17	54,666
54667	08/06/2019	LOCHNER	Lochner, Inc.	3,013.40	54,667
54668	08/06/2019	LONGBAY	Long Bay Enterprises, Inc	1,969.38	54,668
54669	08/06/2019	LOWRYALE	Alexa Lowry	32.19	54,669
54670	08/06/2019	MAINVUE	Mainvue Homes	6,553.00	54,670
54671	08/06/2019	MASTCRAF	Mastercraft Electric Inc	239.00	54,671
54672	08/06/2019	MICROSOF	Microsoft	3,959.90	54,672
54673	08/06/2019	MINUTE	Minuteman Press	1,005.43	54,673
54674	08/06/2019	MORANKA	Karen Moran	435.04	54,674
54675	08/06/2019	MORUP	Morup Signs Inc	810.00	54,675
54676	08/06/2019	NSSLLC	National Security Service LLC	887.04	54,676
54677	08/06/2019	NCMACH	NC The Cat Rental Store	1,531.15	54,677
54678	08/06/2019	NEWPIG	New Pig Corp	626.11	54,678
54679	08/06/2019	NGUYENDA	Dawn Nguyen	746.67	54,679
54680	08/06/2019	OKIEFKAR	Karen O'Kief	400.00	54,680
54681	08/06/2019	OTAK	Otak	2,195.91	54,681
54682	08/06/2019	PSR	P.S.R. Equipment Repair	867.38	54,682
54683	08/06/2019	PACE	Pace Engineers, Inc.	17,952.25	54,683
54684	08/06/2019	PACAIR	Pacific Air Control, Inc	1,377.84	54,684
54685	08/06/2019	PACGOLF	Pacific Golf & Turf	1,118.50	54,685
54686	08/06/2019	POA	Pacific Office Automation	4,974.02	54,686
54687	08/06/2019	PACOFF	Pacific Office Automation Inc.	195.89	54,687
54688	08/06/2019	PACSOIL	Pacific Topsoils, Inc	1,497.41	54,688
54689	08/06/2019	PAPE	Pape Machinery	1,536.49	54,689
54690	08/06/2019	PELTRAM	Peltram Plumbing LLC	990.00	54,690
54691	08/06/2019	PSINTEGR	Performance Systems Integration LLC	962.50	54,691
54692	08/06/2019	UPTON	Shelby Perrault	570.00	54,692
54693	08/06/2019	PERTEET	Perteet, Inc.	48,864.18	54,693
54694	08/06/2019	PIRTEK	Pirtek Woodinville	435.35	54,694
54695	08/06/2019	PLATT	Platt Electric Supply	405.66	54,695
54696	08/06/2019	POINTEMB	Point Emblems	875.00	54,696
54697	08/06/2019	PROGRESS	Progress Software Corporation	1,076.91	54,697
54698	08/06/2019	PROPAC	Propac	26,665.86	54,698
54699	08/06/2019	PSCLEAN	Puget Sound Clean Air Agency	15,380.00	54,699
54700	08/06/2019	RJTHOMAS	R J Thomas Mfg Co Inc	948.00	54,700
54701	08/06/2019	RAMCO	Ramco Software Training	1,512.00	54,701
54702	08/06/2019	REDSIGNS	Redmond Signs	234.58	54,702

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54703	08/06/2019	REISCHLL	Lynn Reischl	88.00	54,703
54704	08/06/2019	RIGHT	Right! Systems Inc.	7,823.49	54,704
54705	08/06/2019	HALF	Robert Half	3,582.45	54,705
54706	08/06/2019	ROCKELEC	Rock Electric, LLC	103.00	54,706
54707	08/06/2019	ROSENOW	Margaret Rosenow	115.34	54,707
54708	08/06/2019	ROTARSAM	Rotary Club of Sammamish	408.00	54,708
54709	08/06/2019	RRJ	RRJ Company LLC	124,639.23	54,709
54710	08/06/2019	RTCMANU	RTC Manufacturing, Inc	40.00	54,710
54711	08/06/2019	RUDOMETK	Rick Rudometkin	456.64	54,711
54712	08/06/2019	RWC	RWC Group	722.59	54,712
54713	08/06/2019	SAMHERIT	Sammamish Heritage Society	4,129.15	54,713
54714	08/06/2019	SANDHUGU	Gurbax Sandhu	500.00	54,714
54715	08/06/2019	SAWTELLE	Chris Sawtelle	150.00	54,715
54716	08/06/2019	SEQUOYAH	Sequoyah Electric, LLC	4,055.46	54,716
54717	08/06/2019	SHERWIN	Sherwin-Williams Co Store 8189	27.36	54,717
54718	08/06/2019	SIGNARAM	Signarama-Redmond	1,094.52	54,718
54719	08/06/2019	SITEONE	Site One Landscape Supply LLC	218.70	54,719
54720	08/06/2019	SMARSH	Smarsh	235.00	54,720
54721	08/06/2019	SNYDER	Snyder Roofing of WA LLC	4,752.00	54,721
54722	08/06/2019	SONSRAY	Sonsray Machinery LLC	5,048.22	54,722
54723	08/06/2019	SPRAGUE	Sprague Pest Solutions	438.90	54,723
54724	08/06/2019	STANTEC	Stantec Consulting Services	16,543.50	54,724
54725	08/06/2019	STOKES	Stokes Lawrence, PS	5,814.00	54,725
54726	08/06/2019	SUNBELT	Sunbelt Rentals	1,875.62	54,726
54727	08/06/2019	SUNSEEDS	Sunmark Seeds International, Inc	124.70	54,727
54728	08/06/2019	TAGS	Tags Awards & Specialties	76.45	54,728
54729	08/06/2019	WATERSH	The Watershed Company	10,108.70	54,729
54730	08/06/2019	WORKWEAR	The Workwear Place	13.73	54,730
54731	08/06/2019	THRONSON	Erik Thronson	240.00	54,731
54732	08/06/2019	TIMMONS	Timmons Group	140.00	54,732
54733	08/06/2019	TOYOTA	Toyota Lift NW	1,490.50	54,733
54734	08/06/2019	TRAFFIC	Traffic Count Consultants, Inc	19,090.00	54,734
54735	08/06/2019	TRAVERS	Christopher Travers	112.32	54,735
54736	08/06/2019	TRI-TEC	Tri-Tec Communications, Inc	8,773.60	54,736
54737	08/06/2019	TRIANGLE	Triangle Associates, Inc	1,939.48	54,737
54738	08/06/2019	USGS	U.S. Geological Survey	2,113.00	54,738
54739	08/06/2019	ULINE	ULINE Shipping Supplies	4,709.37	54,739
54740	08/06/2019	USBANKNA	US Bank N.A. - Custody	42.00	54,740
54741	08/06/2019	VEGA-GAR	Andres Vega-Garcia	284.00	54,741
54742	08/06/2019	WAAUDIT	Wa State Auditor's Office	187.50	54,742
54743	08/06/2019	WSDOT	Wa State Dept of Transportation	50.86	54,743
54744	08/06/2019	WALKER	Todd Walker	150.00	54,744
54745	08/06/2019	WAWORK	Washington Workwear Stores Inc	930.60	54,745
54746	08/06/2019	WED	Western Equipment Distributors	53,712.55	54,746
54747	08/06/2019	WESTERNS	Western Systems Inc.	74,773.53	54,747
54748	08/06/2019	WORLDCLA	World Class Athletic Surfaces	2,332.00	54,748
54749	08/06/2019	ZEE	Zee Medical Service	28.22	54,749
			Check Total:	1,733,965.76	

MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: August 15, 2019

Re: Claims for August 20th, 2019

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53,028.88 +
519,172.64 +
57,772.56 +
2,281,900.48 +
2,911,874.56 *
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	$	53,028.88
	$	519,172.64
	$	57,772.56
	$	2,281,900.48
Check #54750-54887	$	2,911,874.56

Top 10 Over $10,000 Payments

City Council Meeting: 08/20/2019 Payments over $10,000			
Vendor		Amount	Details
Eastside Fire & Rescue	$	648,144.08	August contribution
King County Sheriff's Office	$	593,816.94	Police services July 2019
Marshbank Construction	$	426,540.21	SE 4th St improvements
May Valley Excavation Inc	$	215,394.83	Stormwater point cattail removal
AWC Employee Benefits Trust	$	176,134.78	Employee benefits
Lake Washington School District	$	159,822.00	School impact fees
Issaquah School District	$	99,294.00	School impact fees
At Work!	$	85,995.18	ROW & Stormwater pond maintainance
ICMA 401	$	59,220.88	Employee benefits
Best Parking	$	36,513.39	Street sweeping

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/2/2019 - 12:19 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54750	08/02/2019	CENTURY	CenturyLink	124.10	54,750
54751	08/02/2019	COMCAST2	Comcast	368.91	54,751
54752	08/02/2019	DOBIAS	Michael C Dobias	495.00	54,752
54753	08/02/2019	LIVESOU	Live Sound & Stage LLC	1,045.00	54,753
54754	08/02/2019	SAM	Sammamish Plateau Water Sewer	12,795.43	54,754
54755	08/02/2019	SUMNERLA	Sumner Lawn & Saw	138.91	54,755
54756	08/02/2019	US BANK	U. S. Bank Corp Payment System	36,061.53	54,756
54757	08/02/2019	WANKER	Wanker Productions, LLC	2,000.00	54,757
			Check Total:	53,028.88	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/5/2019 - 3:06 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54758	08/05/2019	AWCLIF	Association of Washington Cities	89.50	54,758
54759	08/05/2019	AWCMED	AWC Employee BenefitsTrust	176,134.78	54,759
54760	08/05/2019	CASDU	Cailfornia State Disbursement Unit	663.50	54,760
54761	08/05/2019	ICMA401	ICMA 401	59,220.88	54,761
54762	08/05/2019	ICMA457	ICMA457	21,151.16	54,762
54763	08/05/2019	ISD	Issaquah School District	99,294.00	54,763
54764	08/05/2019	KINGPET	King County Pet Licenses	440.00	54,764
54765	08/05/2019	LWSD	Lake Washington School Dist	159,822.00	54,765
54766	08/05/2019	LEGALSHI	Legal Shield	57.80	54,766
54767	08/05/2019	NAVIAPAY	Navia Benefit Solutions Client Pay	147.00	54,767
54768	08/05/2019	NAVIA	Navia Benefits Solution	1,936.85	54,768
54769	08/05/2019	WASUPPOR	Wa State Support Registry	215.17	54,769
			Check Total:	519,172.64	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/9/2019 - 11:24 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54770	08/09/2019	AGILITY	Agility AVL	3,970.46	54,770
54771	08/09/2019	AMERICAL	Americall International Inc	310.61	54,771
54772	08/09/2019	CARPENTE	Beth Carpenter	257.16	54,772
54773	08/09/2019	COMCAST2	Comcast	9.42	54,773
54774	08/09/2019	WAEMP	State of Wa Employment Security Dep	8,292.08	54,774
54775	08/09/2019	FCS	FCS Group Inc.	1,438.75	54,775
54776	08/09/2019	MIKEYMIK	Michael James Gervais	400.00	54,776
54777	08/09/2019	PSE	Puget Sound Energy	9,273.45	54,777
54778	08/09/2019	RIGHT	Right! Systems Inc.	7,085.33	54,778
54779	08/09/2019	SAM	Sammamish Plateau Water Sewer	6,567.15	54,779
54780	08/09/2019	SAMSYMPH	Sammamish Symphony Orchestra	1,400.00	54,780
54781	08/09/2019	SONSRAY	Sonsray Machinery LLC	4,489.59	54,781
54782	08/09/2019	VERIZON	Verizon Wireless	6,884.91	54,782
54783	08/09/2019	VOYAGER	Voyager	7,393.65	54,783
			Check Total:	57,772.56	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/14/2019 - 2:49 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54784	08/20/2019	ACTIONAP	Action Apparel	721.87	54,784
54785	08/20/2019	ALLBATTE	All Battery Sales & Service, Inc.	128.32	54,785
54786	08/20/2019	ALTUS	Altus Traffic Management	3,706.03	54,786
54787	08/20/2019	APTUSC	APT-US&C	232.00	54,787
54788	08/20/2019	ATWORK	At Work!	85,995.18	54,788
54789	08/20/2019	ATHLETES	Athletes for Kids	1,250.00	54,789
54790	08/20/2019	AUTODOC	Auto Doctor	8,300.24	54,790
54791	08/20/2019	BANNER	Banner Bank	21,471.69	54,791
54792	08/20/2019	BEEKLEY	Travis Beekley	195.47	54,792
54793	08/20/2019	BENJAMYV	Yvette Benjamin	500.00	54,793
54794	08/20/2019	BEST	Best Parking Lot Cleaning, Inc	36,513.39	54,794
54795	08/20/2019	BHARTIYA	Ravindra Bhartiya	105.60	54,795
54796	08/20/2019	BRENNANH	Brennan Heatiing & A/C	171.00	54,796
54797	08/20/2019	BUILDERS	Builders Exchange of WA	45.00	54,797
54798	08/20/2019	CALPORT	CalPortland Company	1,354.40	54,798
54799	08/20/2019	CDW	CDW Govt Inc	1,797.33	54,799
54800	08/20/2019	CHARGEPO	Chargepoint, Inc	2,464.00	54,800
54801	08/20/2019	CINTAS	Cintas	900.94	54,801
54802	08/20/2019	BELLCITY	City Of Bellevue	13,927.14	54,802
54803	08/20/2019	ISSCITY	City Of Issaquah	907.50	54,803
54804	08/20/2019	CLEANHAR	Clean Harbors Env Svcs Inc	113.14	54,804
54805	08/20/2019	CORBETTD	Derek Corbett	500.00	54,805
54806	08/20/2019	DILIGENT	Diligent Corporation	3,300.00	54,806
54807	08/20/2019	DRIFTMIE	Driftmier Architects, P.S.	1,407.92	54,807
54808	08/20/2019	DTGENTER	DTG Enterprises Inc.	1,505.98	54,808
54809	08/20/2019	EASTFIRE	Eastside Fire & Rescue	648,144.08	54,809
54810	08/20/2019	ELTEC	Eltec Systems LLC	2,270.80	54,810
54811	08/20/2019	ENCOMPAS	Encompass NW	1,375.00	54,811
54812	08/20/2019	ECS	Environmental Chemical Solutions Inc	1,007.05	54,812
54813	08/20/2019	EVSAN	Evergreen Sanitation, Inc	3,795.00	54,813
54814	08/20/2019	FASTENAL	Fastenal Industrial Supplies	1,228.03	54,814
54815	08/20/2019	FEDERICI	Nick Federici	2,000.00	54,815
54816	08/20/2019	FIDELIS	Fidelis, Inc	712.50	54,816
54817	08/20/2019	FIREPROT	Fire Protection, Inc.	797.50	54,817
54818	08/20/2019	GRAINGER	Grainger	527.98	54,818
54819	08/20/2019	HENDRIKU	Hendrikus Organics, Inc.	1,633.72	54,819
54820	08/20/2019	HERRERA	Herrera Environmental Consult.	771.69	54,820
54821	08/20/2019	HINESCOL	Colleen Hines	57.75	54,821
54822	08/20/2019	HOUGHBEC	Hough Beck & Baird Inc	4,733.24	54,822
54823	08/20/2019	IMAGINE	Imagine Housing - Sammamish	3,750.00	54,823
54824	08/20/2019	INDIA	India Assoc of Western Washington	3,750.00	54,824
54825	08/20/2019	ISSCHURC	Issaquah Community Services	750.00	54,825
54826	08/20/2019	ISSFOOD	Issaquah Food & Clothing Bank	3,125.00	54,826
54827	08/20/2019	ISSFOUND	Issaquah Schools Foundation	2,625.00	54,827
54828	08/20/2019	JENNEQUI	Jennings Equipment Inc.	523.84	54,828
54829	08/20/2019	JOHNJEAN	Jean Johnson	437.80	54,829
54830	08/20/2019	KCBAPROB	KCBA Pro Bono Services	300.00	54,830
54831	08/20/2019	KINGFI	King County Finance A/R	6,277.00	54,831
54832	08/20/2019	KINGSH	King County Sheriff's Office	593,816.94	54,832
54833	08/20/2019	KCRADIO	King Cty Radio Comm Svcs	1,115.40	54,833

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54834	08/20/2019	KIRKCARE	Kirkland Land Care	1,794.23	54,834
54835	08/20/2019	LWSFOUND	Lake Wa Schools Foundation	1,875.00	54,835
54836	08/20/2019	LEXIS	Lexis Nexis Risk Data Mgmt	299.19	54,836
54837	08/20/2019	LONGBAY	Long Bay Enterprises, Inc	6,034.50	54,837
54838	08/20/2019	MARSHBAN	Marshbank Construction	426,540.21	54,838
54839	08/20/2019	MAYVALEY	May Valley Excavation Inc.	215,394.83	54,839
54840	08/20/2019	MICROSOF	Microsoft	3,301.90	54,840
54841	08/20/2019	MINUTE	Minuteman Press	343.62	54,841
54842	08/20/2019	MOODBIDA	Ameet Moodbidri	500.00	54,842
54843	08/20/2019	NAPA	NAPA Auto Parts	18.71	54,843
54844	08/20/2019	OER	Olympic Environmental Resource	2,695.00	54,844
54845	08/20/2019	OLYMTRA	Olympic Trailer & Truck Accessories	2,645.68	54,845
54846	08/20/2019	PACAIR	Pacific Air Control, Inc	1,014.20	54,846
54847	08/20/2019	POA	Pacific Office Automation	4,365.47	54,847
54848	08/20/2019	PACSOIL	Pacific Topsoils, Inc	292.15	54,848
54849	08/20/2019	PAPE	Pape Machinery	4,394.98	54,849
54850	08/20/2019	PATRIOT	Patriot Maintenance Inc	32,791.30	54,850
54851	08/20/2019	PBS	PBS Engineering and Environmental I	551.00	54,851
54852	08/20/2019	PIRTEK	Pirtek Woodinville	193.42	54,852
54853	08/20/2019	PLATT	Platt Electric Supply	1,893.14	54,853
54854	08/20/2019	PUBLICRE	Public Restroom Company	19,575.00	54,854
54855	08/20/2019	R&RPARTY	R&R Party Rentals	837.56	54,855
54856	08/20/2019	HALF	Robert Half	5,146.44	54,856
54857	08/20/2019	ROTARSAM	Rotary Club of Sammamish	130.00	54,857
54858	08/20/2019	SAMSYMPH	Sammamish Symphony Orchestra	11,250.00	54,858
54859	08/20/2019	SEATIM	Seattle Times	895.05	54,859
54860	08/20/2019	SECRIST	Elizabeth Secrist	55.00	54,860
54861	08/20/2019	SEQUOYAH	Sequoyah Electric, LLC	1,956.23	54,861
54862	08/20/2019	SETON	Seton Identification Products	1,552.38	54,862
54863	08/20/2019	SMARSH	Smarsh	235.00	54,863
54864	08/20/2019	SMS	SMS Cleaning, Inc	2,808.00	54,864
54865	08/20/2019	SOUNDPUB	Sound Publishing, Inc	280.00	54,865
54866	08/20/2019	STVIN	St Vincent DePaul Society	2,500.00	54,866
54867	08/20/2019	SUNBELT	Sunbelt Rentals	1,770.84	54,867
54868	08/20/2019	TAGS	Tags Awards & Specialties	16.50	54,868
54869	08/20/2019	TDC GROU	TDC Group	7,350.00	54,869
54870	08/20/2019	THRONSON	Erik Thronson	271.00	54,870
54871	08/20/2019	TOLLBRO	Toll Brothers LLC	5,435.20	54,871
54872	08/20/2019	TOYOTA	Toyota Lift NW	1,098.90	54,872
54873	08/20/2019	TRI-TEC	Tri-Tec Communications, Inc	2,928.20	54,873
54874	08/20/2019	USBANKNA	US Bank N.A. - Custody	42.00	54,874
54875	08/20/2019	UTILITIE	Utilities Underground Location Ctr	674.67	54,875
54876	08/20/2019	VOLKAN	Volkan Railings Inc	11,366.85	54,876
54877	08/20/2019	WLEEA	Wa Law Enforcement Explorer Advisc	360.00	54,877
54878	08/20/2019	WAPOISON	Wa Poison Center	625.00	54,878
54879	08/20/2019	WAAUDIT	Wa State Auditor's Office	500.00	54,879
54880	08/20/2019	WAA&A	Washington Autism Alliance & Advoc	1,000.00	54,880
54881	08/20/2019	WATRACTO	Washington Tractor	880.44	54,881
54882	08/20/2019	WED	Western Equipment Distributors	216.20	54,882
54883	08/20/2019	WESTERNS	Western Systems Inc.	11,444.50	54,883
54884	08/20/2019	buchan	Wm. Buchan, Inc.	1,000.00	54,884
54885	08/20/2019	WORKSAFE	WorkSAFE Service, Inc	55.00	54,885
54886	08/20/2019	XEROX	Xerox Financial Services	4,378.61	54,886
54887	08/20/2019	ZUMAR	Zumar Industries, Inc.	3,287.92	54,887
			Check Total:	2,281,900.48	

City of Sammamish Washington

MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: August 23rd, 2019

Re: Claims for September 3rd, 2019

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      ••0••

  80,497•88  +
  80,974•18  +
 241,836•88  +
 403,308•94  *
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	$	80,497.88
	$	80,974.18
	$	241,836.88
Check #54888-54962	$	403,308.94

Top 10 Over $10,000 Payments

City Council Meeting: 09/03/19 Payments over $10,000			
Vendor		Amount	Details
ICMA401	$	59,475.78	Employee benefits
Transpo Group	$	42,805.00	ADA transition plans
Lochner Inc	$	34,958.47	Issaquah Fall City Road project
Kenyon Disend	$	32,608.06	Legal fees
Puget Sound Regional Council	$	29,844.00	2020 Membership dues
Employment Security Dept	$	20,446.34	Family and medical leave Q1/Q2 2019
ICMA457	$	18,642.88	Employee benefits
Puget Sound Energy	$	16,633.25	Utilities
Lynn Moberly	$	12,665.23	Prosecution services
DKS Associates	$	10,865.52	ITS improvement project

Accounts Payable

Check Register Totals Only

User: tcartmel
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
54888	08/16/2019	AGILITY	Agility AVL	10,777.74	54,888
54889	08/16/2019	harmonic	Keeth Apgar	750.00	54,889
54890	08/16/2019	BRUCEBAI	Bailey Bruce	200.00	54,890
54891	08/16/2019	CARPENTE	Beth Carpenter	221.16	54,891
54892	08/16/2019	CENTURY	CenturyLink	62.41	54,892
54893	08/16/2019	CONNOLLY	Kimberly Christine Connolly	658.90	54,893
54894	08/16/2019	EMPSDFML	Employment Security Dept	20,446.34	54,894
54895	08/16/2019	FRONTIR2	Frontier	416.61	54,895
54896	08/16/2019	HEARTBYH	Heart By Heart	7,500.00	54,896
54897	08/16/2019	HUGHESSC	Scott A Hughes	800.00	54,897
54898	08/16/2019	MAILPO	Mail Post Sammamish	10,623.71	54,898
54899	08/16/2019	MCGREW	Eva S McGrew	5,000.00	54,899
54900	08/16/2019	MELODY	Melody Institute, Inc	200.00	54,900
54901	08/16/2019	MESTIZAS	Joyas Mestizas	500.00	54,901
54902	08/16/2019	NESAM	NE Sammamish Sewer & Water	262.86	54,902
54903	08/16/2019	PSE	Puget Sound Energy	16,633.25	54,903
54904	08/16/2019	REINKE	Dale Reinke	1,500.00	54,904
54905	08/16/2019	SAM	Sammamish Plateau Water Sewer	28.55	54,905
54906	08/16/2019	SCOTTCAR	Carmen Scott	200.00	54,906
54907	08/16/2019	WORKWEAR	The Workwear Place	3,716.35	54,907
			Check Total:	80,497.88	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/19/2019 - 3:00 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54908	08/20/2019	CASDU	Cailfornia State Disbursement Unit	663.50	54,908
54909	08/20/2019	ICMA401	ICMA 401	59,475.78	54,909
54910	08/20/2019	ICMA457	ICMA457	18,642.88	54,910
54911	08/20/2019	NAVIA	Navia Benefits Solution	1,976.85	54,911
54912	08/20/2019	WASUPPOR	Wa State Support Registry	215.17	54,912
			Check Total:	80,974.18	

Accounts Payable

Check Register Totals Only

User: tcartmel
Printed: 8/22/2019 - 11:10 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54913	08/23/2019	AHBL	AHBL Inc	2,223.19	54,913
54914	08/23/2019	AUTODOC	Auto Doctor	2,283.11	54,914
54915	08/23/2019	AUTOZONE	Auto Zone	52.67	54,915
54916	08/23/2019	BLUETARP	BlueTarp Credit Services	284.86	54,916
54917	08/23/2019	BRENNANH	Brennan Heatiing & A/C	114.00	54,917
54918	08/23/2019	DAVEY	Davey Resource Group	725.00	54,918
54919	08/23/2019	HENNAAV	Avani Desai	750.00	54,919
54920	08/23/2019	DKS	DKS Associates	10,865.52	54,920
54921	08/23/2019	ECOSS	Environmental Coalition of South Sea	4,950.00	54,921
54922	08/23/2019	ESSERLUK	Luke Esser	2,000.00	54,922
54923	08/23/2019	EVSAN	Evergreen Sanitation, Inc	1,623.57	54,923
54924	08/23/2019	FAST-ISS	FASTSIGNS	522.50	54,924
54925	08/23/2019	FUNRENT	Festival Rentals LLC	2,064.40	54,925
54926	08/23/2019	GROSSO	Bridget Grosso	659.49	54,926
54927	08/23/2019	HAMPTONR	Ron Hampton	460.95	54,927
54928	08/23/2019	HONEY	Honey Bucket	4,835.63	54,928
54929	08/23/2019	ISD	Issaquah School District	1,801.60	54,929
54930	08/23/2019	GALT	John E. Galt	625.00	54,930
54931	08/23/2019	JOHNJEAN	Jean Johnson	875.60	54,931
54932	08/23/2019	JOHNSKEV	Kevin H Johnson	277.68	54,932
54933	08/23/2019	KENYON2	Kenyon Disend PLLC	32,608.06	54,933
54934	08/23/2019	KCNATURA	King County Dept of Natural Resourc	2,000.00	54,934
54935	08/23/2019	LOCHNER	Lochner, Inc.	34,958.47	54,935
54936	08/23/2019	LOWRYALE	Alexa Lowry	29.35	54,936
54937	08/23/2019	MALLORY	Mallory Paint Store	603.12	54,937
54938	08/23/2019	MCGREW	Eva S McGrew	500.00	54,938
54939	08/23/2019	MINUTE	Minuteman Press	294.60	54,939
54940	08/23/2019	MOBERLY	Lynn Moberly	12,665.23	54,940
54941	08/23/2019	MORUP	Morup Signs Inc	315.00	54,941
54942	08/23/2019	NABARR	National Barricade Co., LLC	2,328.61	54,942
54943	08/23/2019	NCMACH	NC The Cat Rental Store	1,421.15	54,943
54944	08/23/2019	PACE	Pace Engineers, Inc.	10,678.35	54,944
54945	08/23/2019	PACAIR	Pacific Air Control, Inc	2,496.54	54,945
54946	08/23/2019	PACSOIL	Pacific Topsoils, Inc	217.80	54,946
54947	08/23/2019	PEARCEHE	Pearce Heating & Air Inc	84.00	54,947
54948	08/23/2019	PSRC	Puget Sound Regional Council	29,844.00	54,948
54949	08/23/2019	R&RPARTY	R&R Party Rentals	150.89	54,949
54950	08/23/2019	HALF	Robert Half	3,645.95	54,950
54951	08/23/2019	SAFEBUIL	Safebuilt Washington LLC	2,790.00	54,951
54952	08/23/2019	SAM	Sammamish Plateau Water Sewer	9,967.21	54,952
54953	08/23/2019	SHERWIN	Sherwin-Williams Co Store 8189	89.94	54,953
54954	08/23/2019	SITEONE	Site One Landscape Supply LLC	48.73	54,954
54955	08/23/2019	SPRERYAN	Ryan Sprecher	277.68	54,955
54956	08/23/2019	SUNBELT	Sunbelt Rentals	1,346.65	54,956
54957	08/23/2019	TAGS	Tags Awards & Specialties	16.50	54,957
54958	08/23/2019	TRANSPO	Transpo Group, Inc	42,805.00	54,958
54959	08/23/2019	ULINE	ULINE Shipping Supplies	1,054.68	54,959
54960	08/23/2019	WESCOM	Wescom	99.00	54,960
54961	08/23/2019	WC3	West Coast Code Consultants, Inc	9,872.50	54,961
54962	08/23/2019	WED	Western Equipment Distributors	633.10	54,962

Check	Date	Vendor No	Vendor Name		Amount	Voucher
				Check Total:	241,836.88	

Agenda Bill

City Council Regular Meeting
September 03, 2019

SUBJECT:	Final Project Acceptance: Inglewood Hill Road Overlay: Contract #C2017-231
DATE SUBMITTED:	July 25, 2019
DEPARTMENT:	Public Works
NEEDED FROM COUNCIL:	☑ Action ☐ Direction ☐ Informational
RECOMMENDATION:	Adopt a resolution accepting the Inglewood Hill Road Overlay project by Watson Asphalt Paving Co., Inc. as complete.
EXHIBITS:	1. Exhibit 1 - Final Acceptance Resolution 2. Exhibit 2 - Final Contract Voucher Certificate

BUDGET:

Total dollar amount	$468,432.95	☑ **Approved in budget**
Fund(s)	Overlay & Pavement Preservation - Roadway, 101-000-542-30-48-51	☐ **Budget reallocation required** ☐ **No budgetary impact**

WORK PLAN FOCUS AREAS:

☑ Transportation	☐ Community Safety
☐ Communication & Engagement	☐ Community Livability
☐ High Performing Government	☐ Culture & Recreation
☐ Environmental Health & Protection	☐ Financial Sustainability

NEEDED FROM COUNCIL:

Shall Council accept the Inglewood Hill Road Overlay project with Watson Asphalt Paving Co., Inc. as complete?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

All work for the Inglewood Hill Road Overlay project has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

Background:

On September 19th, 2017 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Watson Asphalt Paving Co., Inc. for construction of the Inglewood Hill Road Overlay project in an amount not to exceed $460,801.00 and to administer a construction contingency in the amount of $46,080.00. On September 4th, 2018 Council authorized the City Manager to execute a Local Agency Agreement with WSDOT for a $285,000.00 PSRC Statewide Transportation Improvement Program grant.

The project commenced on April 13, 2018 and passed the Aministrative Review by WSDOT on January 10, 2019.

FINANCIAL IMPACT:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures, by budget number, is provided below.

Contract Expenditures (101-000-542-30-48-51):		
Initial Contract		$ 460,801.00
Change Order 1	+	$ 7,631.95
Final Completed Contract		**$ 468,432.95**

The total contract amount was within the council authorized total. The City was reimbursed $285,000 from the PSRC Grant.

OTHER ALTERNATIVES CONSIDERED:

No alternatives. The project has been deemed complete by WSDOT and final authorization is needed to complete the close-out paperwork.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2019-_____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE INGLEWOOD HILL ROAD OVERLAY AS COMPLETE

WHEREAS, at the Regular Council meeting on September 19, 2017, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Inglewood Hill Road Overlay project ("the Project"); and

WHEREAS, the City Manager executed contract C2017-231 for construction of the Project with Watson Asphalt Paving Co., Inc.; and

WHEREAS, the Project was substantially completed by Watson Asphalt Paving Co, Inc. on March 20, 2018; and

WHEREAS, the City Council now wishes to accept the work on the Project as complete;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Project Acceptance. The City of Sammamish hereby accepts the Inglewood Hill Road Overlay project as complete.

Section 2. Authorization of Contract Closure Process. The City Manager is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This Resolution shall take effect immediately upon signing.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE __ DAY OF SEPTEMBER 2019.

CITY OF SAMMAMISH

_____
Mayor Christie Malchow

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

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

17058

Washington State Department of Transportation

SAMMAMISH C17-231

Final Contract Voucher Certificate

Contractor Watson Asphalt Paving Co., Inc.			
Street Address PO Box 845			
City Redmond	State WA	Zip 98073	Date 7/10/2019
State Project Number TA-6166	Federal-Aid Project Number STPUL-2202(002)		Highway Number 420008490i
Contract Title Inglewood Hill Road Overlay, East Lake Sammamish Parkway to 212th Ave SE (SAM-6)			
Date Work Physically Completed 4/13/2018	Final Amount $ 468,432.95		

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Department of Transportation nor have I rented or purchased any equipment or materials from any employee of the Department of Transportation; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the State of Washington for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the State of Washington from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

TINA E MYREN MY COMMISSION EXPIRES OCTOBER 20, 2019 NOTARY PUBLIC STATE OF WASHINGTON

Contractor Authorized Signature Required

Richard Schroeder, President
Printed Signature Name

Subscribed and sworn before me this 10th day of July 2019

Notary Public in and for the State of WA

residing at Kirkland

Department of Transportation Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Ben Kent
Project Engineer / Project Administrator Signature

Approved Date 7/19/19

Regional Administrator, Area Administrator, or Facilities Administrator Signature

CITY ENGINEER

Headquarters Use Only

Secretary of Transportation hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract provisions.

Secretary of Transportation/or Designee Signature

Date of Acceptance

This Final Contract Voucher Certification is to be prepared by the Project Engineer or Project Administrator and the original forwarded to Olympia Headquarters for acceptance and payment.
Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Original to:
- [x] State Construction Office

Copies by State Accounting Office, Contract Payments to:
- [x] Region
- [x] Project Engineer or Project Administrator
- [x] Contractor

DOT Form 134-146
Revised 04/2017

Agenda Bill

City Council Regular Meeting
September 03, 2019

SUBJECT:	Resolution amending the city's employee handbook.
DATE SUBMITTED:	August 12, 2019
DEPARTMENT:	City Manager's Office
NEEDED FROM COUNCIL:	☑ Action ☐ Direction ☐ Informational
RECOMMENDATION:	approve the recommended change to the city's employee handbook.
EXHIBITS:	1. Exhibit 1 - Resolution _ Handbook
BUDGET:	
Total dollar amount	☐ **Approved in budget**
Fund(s)	☐ **Budget reallocation required**
	☐ **No budgetary impact**

WORK PLAN FOCUS AREAS:

☐ Transportation	☐ Community Safety
☐ Communication & Engagement	☐ Community Livability
☐ High Performing Government	☐ Culture & Recreation
☐ Environmental Health & Protection	☐ Financial Sustainability

NEEDED FROM COUNCIL:

Does the city council wish to approve the recommended change to the city's employee handbook?

KEY FACTS AND INFORMATION SUMMARY:

The city's employee handbook Section 8.1.1, which states each employee will receive 8 hours of straight-time pay for observed holidays. Our maintenance employees are scheduled mandatory 4/10 hour shifts from April through October. Our employees holiday pay should mirror the scheduled work week. Due to the mandatory 10 hour summer shifts and holiday pay being set at 8 hours, our valued employees have to use their earned vacation time to supplement and make whole the work week. Our policy should mirror state WAC 357-31-005, which states, full-time employees receive holiday pay for the number of hours they are scheduled to work on that day. The mandated 10 hours shifts should be reflected in their holiday pay.

FINANCIAL IMPACT:

This will result in an increase if $1,601.15 for 2019 (Labor Day) and an increase of $4,803.47 for 2020 (Memorial Day, 4th of July, Labor Day).

OTHER ALTERNATIVES CONSIDERED:

N/A

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2018-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING A NEW EMPLOYEE HANDBOOK AND REPEALING ALL EXISTING PERSONNEL POLICIES AND PROCEDURES.

WHEREAS, on April 5, 2000, the City Council approved Resolution R2000-43, which adopted the current City of Sammamish Employee Handbook; and

WHEREAS, the City desires to replace the Employee Handbook to conform to state and federal requirements, and to clarify numerous other policies and procedures; and

WHEREAS, the City Council finds it beneficial to provide employees with a comprehensive guide to the personnel policies of the City;

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

Section 1. Adoption of the New Employee Handbook. The City of Sammamish Employee Handbook dated September 4, 2018, a copy of which is attached hereto, is hereby adopted. This Employee Handbook shall replace any and all City of Sammamish personnel policies and procedures in effect prior to the effective date of this Resolution, including, but not limited to, the 2000 Employee Handbook, the Personnel Procedures, and the Supervisor's Manual.

Section 2. Effective Date. This Resolution and the Employee Handbook shall be effective immediately.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF SEPTEMBER 2018.

CITY OF SAMMAMISH

_____
Mayor, Christie Malchow

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No:

City of Sammamish

Employee Handbook

City of Sammamish

Employee Handbook

INTRODUCTION

Welcome to the City of Sammamish! This Handbook is prepared so that employees (whether temporary or permanent) and volunteers will better understand how the City operates and what is expected of them.

As the need arises, the City Manager or designee may repeal, modify, or amend these policies and procedures, provided that changes in employee compensation or benefits must be approved by the City Council. The City also reserves the right, at its sole discretion, to depart from the guidelines outlined in this handbook in order to meet the business needs of the City. If you have questions about any of the City's policies, please ask your supervisor or Human Resources.

We wish you success in your position and hope that your employment relationship with the City will be a personally rewarding experience.

Please note: The policies and procedures contained in this handbook do not create, nor are they intended to create a contract, express or implied, of employment or a guarantee of employment, benefits or any terms of employment. Employment may be terminated at the will of either the employer or the employee with or without cause and with or without notice at any time by you or the City of Sammamish (hereafter "the City"). No City representative has the authority to enter into any agreement of employment for a specified length of time except in writing and signed by the City Manager (or their designee) or the Mayor.

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1. LEGAL COMPLIANCE & PROTECTIONS

1.1 Employment At-Will

The City does not offer tenured or guaranteed employment. Unless the City Manager has expressly agreed in writing, employment is at-will and may be terminated by the employee or by the City at any time, including during or after the conclusion of a probationary period.

1.2 Authority

The authority to take personnel actions is vested in the City Manager, or his or her designee. This authority shall include but not be limited to hiring, promoting, demoting, evaluating, reclassifying and terminating employees. Authority for personnel actions may be delegated to department directors and immediate supervisors; however, coordination of all such actions through Human Resources is required.

1.3 Equal Employment Opportunity

It is the intent of the City to provide equal employment opportunity for all employees and applicants for employment without regard to race, color, religion, gender, national origin, marital status, veteran status, age, sexual orientation, disability, or other state or federally protected class. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. If an employee believes that his or her rights under this provision have been violated, he or she shall speak with their supervisor or Human Resources immediately.

1.4 Compliance with Local, State or Federal Law

In cases where these policies are in conflict with local, state or federal law, the provisions of the law will govern. If any provision of these policies or their application to any person or circumstance is held invalid, the remainder of the policies will not be affected.

1.5 Employee Harassment or Discrimination

The City expressly prohibits any form of unlawful employee harassment or discrimination based on a legally protected class (as defined under state and federal law). Improper interference with the ability of employees to perform their jobs will not be tolerated, whether from inside or outside of the organization. If an employee feels that they are the target of discrimination or harassment, they shall immediately report this to their supervisor, a director within the organization, or Human Resources. In addition, supervisors and managers are required to report all suspected incidents of harassment or discrimination to Human Resources.

1.6 Drug Free Workplace

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacturing, distribution, dispensation, possession, and use of unlawful drugs or alcohol on City premises or in the course of performing City work is strictly prohibited. Please refer to the section of this handbook addressing Prohibited Substances & Behaviors for more information.

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1.7 Pay Equity

The City does not discriminate on the basis of any legally protected class (as defined under state and federal law), such as gender, when determining compensation or benefits. All employees performing work in the same establishment and with jobs that require equal skill, effort and responsibility, and which are performed under similar conditions and levels of experience, will be compensated equally.

1.8 ADA Compliance

The City is committed to complying fully with the Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2008, ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. The City will make reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship or direct threat in the workplace. An employee with a disability for which reasonable accommodation is needed should contact their supervisor or Human Resources to discuss possible accommodations.

2. EMPLOYEE & POSITION CLASSIFICATIONS

2.1 FLSA Classifications

Employees whose jobs are governed by the Fair Labor Standards Act (FLSA) are designated as either exempt or non-exempt.

2.1.1 Exempt

An employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, as defined by that Act or applicable state law and designated as such by the City Manager. Exempt positions are so indicated on the salary table adopted annually by the City Council.

2.1.2 Non-Exempt

An employee eligible to earn overtime pay (equivalent to 1.5 times their regular rate of pay for hours worked in excess of 40 hours in a given work week) as defined by the guidelines contained in the Fair Labor Standards Act. The established work week for the City is Sunday 12:00 AM to the following Saturday 11:59 PM. These employees are required to submit a time record for each pay period, approved by the appropriate supervisor, for the purpose of tracking hours worked and calculating compensation.

2.2 Select Benefit Eligibility Classifications

See Human Resources with questions about the information below.

2.2.1 Full-Time Employee

An employee that works, on average, 30 or more hours in a given work week is considered full time for the purposes of the administration of some benefits (e.g., medical insurance).

2.2.2 Part-Time Employee
An employee that works, on average, fewer than 30 hours in a given work week is considered part time for the purposes of the administration of some benefits (e.g., medical insurance).

2.2.3 Variable Hour Employee
An employee that works a varying number of hours each week, and whose typical hours per week cannot be predicted at the time of hire. Eligibility for benefits must be determined after an appropriate evaluation period as prescribed by state and federal law.

2.2.4 PERS Eligibility
An employee who works at least 70 hours per month for a consecutive five-month period is eligible for participation in the Public Employee Retirement System (PERS).

2.3 Budgetary Position Classifications

Permanent Positions

2.3.1 FTE – Full Time Equivalent Position
A position established and approved by the City budget that is expected to be ongoing and to work approximately 40 hours every week year round.

Non-Permanent Positions

2.3.2 Limited Term Employee
A position that has a specific end date and that is typically established for a specific purpose or project. The duration of these positions may be shortened or lengthened depending on workload.

2.3.3 Seasonal Employee
A worker that is hired at approximately the same season of each calendar year and whose employment is customarily less than six months in duration.

2.3.4 Temporary Employee
An employee who holds a job of limited duration, but is not hired seasonally (as defined above). Temporary employees may be benefit eligible, or become benefit eligible depending on work schedule classification and duration of employment with the City.

2.3.5 Intern
A position that is a form of on-the-job training in coordination with an employee participating in an educational internship program or receiving credit through an institution of higher education. These may be either voluntary or on paid status.

2.3.6 Volunteer
A person with specific expertise, general skills, or desire to help with City programs while receiving no compensation.

3. RECRUITMENT & HIRING PRACTICES

3.1 Competitive Selection Process

The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the minimum qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The best candidate will be determined based upon a review of application materials, education, experience, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

3.2 Misrepresentation in Application Materials

Any applicant supplying false or misleading information during the application process is subject to having their application rejected. Misrepresentations, falsifications, or material omissions, as determined by the City Manager, in any of the information or data submitted to the City during the course of recruitment may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

3.3 External Job Posting and Application Process

Open positions will be posted on the City's preferred online job board(s) (currently http://www.govjobstoday.com among others, dependent on the department and position). To ensure internal employees are aware of open positions, Human Resources will periodically announce openings through City email.

3.4 Selecting Candidates for an Interview

The hiring manager will review applications and identify candidates that will proceed to an interview based on the strength of match with core job responsibilities and desired experience relevant to the position. Employment questionnaires to determine an applicant's job fit and skills tests related to the demands of the job may also be required of all applicants for employment.

Internal employees who are in good standing are welcome to apply for all open positions. Internal applicants will be granted an interview provided they possess the experience and training qualifications listed in the job description for the position.

3.5 Internal Recruitment

In cases when the department director, after consultation with Human Resources, feels a strong applicant pool can be produced internally, an opening may be advertised to City employees only. In such cases, Human Resources will alert employees to the open position via City email along with the deadline for application submissions. Interested employees may apply by submitting a resume, letter of interest and/or other required application materials to Human Resources. The City reserves the right to advertise externally after the internal application period has closed if the number or quality of applicants is determined insufficient to merit a reasonably competitive process.

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3.6 Pre-Employment Screening & Conditions of Employment

All offers of employment are conditioned upon a pre-employment background screening. The City reserves the right to conduct a background screening any time after employment has commenced to determine eligibility for promotion, reassignment or retention in the same manner as described below. Any applicant or employee who refuses to sign a release form for the purpose of a background check will not be eligible for employment, promotion, reassignment or retention.

Background screenings are typically conducted by a third party and in accordance with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal anti-discrimination and privacy laws. Employees or applicants will be notified prior to Adverse Action.

If a criminal conviction is discovered, a determination will be made considering the date, nature and severity of the crime as well as whether the conviction is related to the position for which the individual is applying or would present safety or security risks before an employment decision is made. A criminal conviction does not necessarily automatically bar an applicant from employment.

Additional information may be requested from third party agencies, such as credit reports or driving records, in the event that the job category justifies the screening of such information.

3.7 Driving Record Checks

Employees in positions in which the operation of City vehicles is required or needed on an occasional basis must possess a valid driver's license with any necessary endorsements required for their position. Driving records of applicants may be checked during the pre-employment screening process and rechecked at regular intervals during employment with the City. Applicants with poor driving history, as determined by the City, may be disqualified for employment in positions that require driving as an essential function.

3.8 Documentation of Eligibility to Work in the United States

In accordance with federal law, both new employees and re-hires will be required to provide documentation, within three days of their hire or rehire date, of identity and eligibility to work in the United States. The I-9 form will be used for this purpose.

3.9 Probation Period

Upon hire, rehire, promotion or transfer to a new position, all employees will be at-will while serving in a 6-month probation period from date of hire. The probation period is designed to give the employee time to learn the job and to give the employer time to evaluate whether the match between the employee and the job is appropriate. The probation period may be extended at the discretion of the City Manager or his or her designee.

If the employee is unable to perform their work, the employee should be terminated as early as possible. A decision to terminate will be coordinated with Human Resources and the City

Manager. An employee may be terminated with or without cause or notice prior to the completion of the probation period.

A recently promoted or transferred employee that is unsatisfied in their new position may request to voluntarily return to their former position. A written request must be made to Human Resources for this purpose. If the position has not yet been offered to a new employee, the department director, after consulting with Human Resources and any other affected department, may approve the employee's return.

New employees are not permitted to use accrued vacation leave during probation unless requested and approved by their supervisor during the recruiting process.

This section shall not apply to select temporary positions of short duration where a probationary period is not imposed. Satisfactory completion of the probation period does not create an employment contract or guarantee employment with the City for a specified duration. Unless otherwise determined by a collective bargaining agreement or Civil Service Rules, all employment with the City is at-will.

4. COMPENSATION & EXPENSES

4.1 Pay Periods and Pay Days

The City has two pay periods corresponding to two paydays each calendar month. The first pay period is for hours worked from the 1st – 15th of a given month and is paid on the 20th of each month. The second pay period is for hours worked from the 16th – 31st and is paid on the 5th of the following month.

If a regularly scheduled payday falls on a Saturday, Sunday, or holiday, the City makes every effort pay employees on the business day before the weekend or holiday. If there are discrepancies in actual hours worked versus calculated hours paid, the necessary adjustments will be made as soon as possible, typically no later than the next scheduled pay day. The City utilizes direct deposit for distributing employee pay.

4.2 Pay Deductions

Some regular deductions from the employee's earnings are required by law; other deductions are allowed by law and 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, when allowed by statute or City policy.

4.3 Wage Garnishment

The City will honor and process any legally served writ of garnishment against any employee without prejudice towards the employee. Human Resources or Payroll will make every effort to alert employees confidentially to any received writ of garnishment. If three garnishments are

served for more than one indebtedness within a period of 12 consecutive months, the employee may be subject to termination.

4.4 Expense Reimbursement

The City will reimburse employees for reasonable **pre-approved** business expenses. Reasonable expenses while traveling on City business include travel fares, accommodations, meals, tips (not to exceed 15%), telephone, internet and fax charges, and purchases on behalf of the City. Reasonable local expenses include City purchases and mileage reimbursement for use of a personal vehicle for transportation to City business meetings or trainings.

All expenses must be submitted to the Finance Department via the required forms and approved by the employee's supervisor prior to submission of receipts for reimbursement. Only original itemized receipts will be accepted for reimbursement. Unreasonable or excessive expenses, or expenses incurred without prior approval, will not be reimbursed. Any questions should be directed to the Finance Department.

5. WORK SCHEDULES & HOURS OF OPERATION

5.1 Work Schedules

Employees may not deviate from their assigned hours of work, unless a supervisor specifically approves a request for leave or overtime. Alternative work schedules may be established by the City to meet job assignments and provide necessary City services. Each employee's supervisor will advise the employee regarding his/her specific working hours. Non-exempt employees are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked will be subject to discipline.

Employees may be requested to work different schedules, including varying shifts, weekends, holidays and overtime to meet the needs of the City. Varying schedules or overtime may also be required in emergency situations as defined by the City Manager.

5.2 Core Business Hours

The administrative offices of the City are open from 8:30 a.m. to 5:00 p.m., Monday through Friday. Administrative staff is expected to work within this schedule, unless having received approval from a supervisor for an alternate schedule. It is, however, understood that employees may be required to work extra hours to accommodate certain projects and deadlines. The City's primary goal with regard to employee schedules is to facilitate consistent and reliable availability for the public, meetings and other internal interactions, which are elemental to the smooth operation of the City.

Employees may request, on an individual basis, to work a flexible schedule, but such arrangements may not interfere with efficient City or department operation and must provide for effective service delivery. Flexible schedules must be approved by the department director, after consultation with Human Resources. The City may revise or cancel any alternative work schedule

due to changes in workload, legal mandates, changing legal interpretations or other needs of the City and/or individual departments.

5.3 Overtime

This section applies to non-exempt employees. Employees will receive compensation for approved time in paid status in excess of 40 hours in a work week. Employees receiving overtime will be paid at 1.5 times their regular hourly rate of pay. All overtime must be authorized in advance by the supervisor. When computing overtime: vacation, holiday time, compensatory time used, and sick leave-paid for, but not worked, shall be counted as hours worked.

5.4 Compensatory Time

Non-exempt employees entitled to overtime pay may request compensatory time off (1.5 times hours worked) instead of cash payment, or a combination of both, when approved by the employee's supervisor. An employee cannot be required to accept compensatory time in lieu of overtime pay. Compensatory time may not accumulate beyond a maximum of 80 hours. When employment is terminated, all unused compensatory time is paid out at the rate of 100%.

5.5 Meal Breaks

Employees who work more than five consecutive hours are entitled to a (minimum) 30-minute unpaid meal break. The meal break should be taken not less than two hours and no more than five hours from the start of the shift. This time is unpaid as long as the employee is relieved of all duties. If the employee performs job duties during the meal break, that portion of the meal break will be paid.

Employees who work three or more hours beyond their regularly scheduled shift are entitled to an additional 30-minute break.

5.6 Rest Breaks

Employees are entitled to a paid fifteen-minute rest break for each four-hour work period, scheduled as near to the midpoint of the work period as possible. Rest breaks should be arranged so as not to interfere with normal business operations. Rest breaks may not be combined or saved until the end of the day to arrive at work late or to leave work early.

5.7 Lactation Breaks

Nursing employees are allowed to take reasonable breaks to express breast milk whenever the nursing employee feels it is necessary to do so. A private space for this purpose will be established at all City work locations. Employees should contact their supervisor or Human Resources for more information about available private space.

5.8 Time Keeping

Non-exempt employees are required to log accurate time worked (excluding unpaid breaks). The Finance Department will inform all employees when timesheets are due in order to allow time for payroll processing. All time sheets must be approved and signed by an employee's direct

supervisor and delivered by the supervisor to the Finance Department. Employees should contact their supervisor or the Finance Department with questions about timesheets.

5.9 Mandatory Meetings

Employees may be required to attend mandatory meetings from time to time. These meetings may fall on an employee's scheduled day off, but that does not excuse them from attending if the meeting is mandatory. Employees will be paid for all mandatory meetings.

5.10 Attendance & Punctuality

Punctuality and regular attendance are important to the smooth operation of the City. If an employee is late or absent, the City's ability to perform work is affected and an unfair burden is placed on co-workers. Employees are responsible for arriving on time for their scheduled shifts. If an employee is going to be absent or late, it is their responsibility to contact their supervisor in advance of tardiness or absence. If the employee will be absent for several days without prior approval, they must notify their supervisor each day. Each supervisor is responsible for maintaining an accurate attendance record of his/her employees. Multiple unexcused absences or instances of tardiness, other than those permitted or excused by the City's holiday, vacation, or leave policies, will be subject to disciplinary action, up to and including termination.

5.11 Inclement Weather

The City is in the business of providing vital public services and therefore does not cease operations during times of inclement weather or natural disasters. The City may be the only organization providing essential services to citizens. Therefore, all employees are asked to make every reasonable effort to report to work during such times without endangering their personal safety.

Vacation leave, floating holiday, compensatory time, or leave without pay may be applied for any time missed due to inclement weather. Paid sick time may be applied for the care of a dependent child in the event their school or daycare is closed due to weather. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

6. SAFETY POLICES

6.1 Employee Safety

The City is committed to providing a safe and healthy working environment. The City is willing to make reasonable efforts to address an employee's safety concerns, and makes every effort to comply with applicable federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies and programs conducive to such an environment. Employees should remember to use caution and good judgment in all activities and should notify their supervisor or Human Resources if they believe there is a safety issue that should be addressed.

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6.2 On The Job Injury and Workers Compensation

All employees are covered by the State Workers' Compensation Program. For qualifying cases, State Industrial Insurance will pay the employee for work time lost and medical costs due to job-related injuries or illnesses.

Employees are required to report job-related accidents, injuries, and “near-misses” to a supervisor immediately, whether the accident occurred on or off City premises. Failure to report an injury, regardless of how minor, could result in disciplinary action as well as a delay to the claims process.

If medical treatment is necessary, the employee must inform the attending physician or health care provider that the injury is job-related. The health care provider will assist the employee in completing a Report of Industrial Injury or Occupational Disease and will file the claim with the Department of Labor and Industries (L&I). Employees will incur no cost for treatment of qualified work related injuries.

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 duties of the position. Every reasonable attempt will be made to supply an injured worker with light duty assignments and to keep them at work as they recover. Employees are expected to return to work immediately upon release by their doctor.

The Department of Labor and Industries will not pay time loss benefits for the date of injury or the first three days of time lost unless the employee is unable to work due to their work-related injury for 14 consecutive calendar days.

Pending the outcome of the worker’s compensation claim, the City will pay the employee’s salary by using first the employee’s accrued sick time followed by the use of other accrued leave when the sick time is exhausted. When the employee receives their worker’s compensation benefit payment, they must repay the City for any sick leave used that is also covered by the worker’s compensation benefit payment. The employee may also repay the City for any other accrued leave time used, but is only required to repay the sick leave used. The appropriate amount of sick leave and other leaves repaid will be restored to the employee’s leave banks.

Worker’s compensation payments do not cover 100% of the employee’s salary. Employees may use paid sick leave to make up the difference in net pay between the employee’s regular salary and the worker’s compensation benefit. The combination of sick leave and the worker’s compensation benefit may not equal more than the employee’s regular salary.

In accordance with State law, the Department of Labor and Industries shall retain jurisdiction over all appeals relating to industrial insurance claims. Any employee who disputes the findings or payment of an industrial insurance claim may file an appeal by letter with the Washington State Department of Labor and Industries, Appeals Division.

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6.3 Uniforms & Personal Protective Equipment (PPE)

Specific clothing and equipment may be required for some City tasks to enhance public identification, job safety, and in consideration of the site conditions or situations at which work activities take place.

While many employees occasionally need clothing for specific site conditions or situations, only inspectors and maintenance employees will have daily uniforms provided by the City on a recurring basis. Eligible employees may receive reimbursement up to a pre-determined amount, or a taxable clothing allowance on an annual basis to purchase position appropriate attire such as work boots or pants. Purchase of these types of clothing items may be approved by a department director for other positions pending the position's duties and available budget. Clothing provided by the City or purchased with the employee clothing allowance is only to be used while performing work for the City. Use in other employment or while doing personal business is not permitted. Employees are responsible for keeping their clothing neat, clean, and laundered. Some clothing with City logos, similar to a uniform, will be provided to appropriate staff at no cost. Employees should see their supervisor about clothing and protective equipment needs.

All OSHA required safety equipment such as reflective rainwear, ear protection, face shields, hard hats, safety glasses, face masks, or gloves will be supplied by the City at no cost to the employee. All City purchased clothing and equipment belongs to the City and must be available for use by other employees.

6.4 Violence

Any act or threat of violence by or against any employee, customer, supplier, partner or visitor is strictly prohibited. This policy applies to all City employees, whether on or off City property.

Employees should promptly warn their supervisor or Human Resources of any suspicious workplace activity, situations, or incidents they observe or are aware of that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, and threatening or offensive comments. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

6.5 Weapons

The City prohibits employees from possessing weapons on City property or premises and in City vehicles. This includes, but is not limited to, weapons for which employees have a valid permit. An employee caught possessing a weapon in a manner that is in conflict with this policy, will be disciplined, up to and including termination. Exception to this policy is permitted for Police Services.

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7. CITY PROPERTY & PREMISES

7.1 No Expectation of Privacy

The City reserves the right to search any employee's office, desk, files, locker, City vehicle, internet usage or any other area or article on City premises, as permitted by law. This includes the right to search individual computers or files, even if protected by a password. Any employee that attempts to obtain or alter a password for the purpose of accessing restricted files will be subject to disciplinary action, up to and including termination.

Searches may be conducted at any time without advance notice. Searches must be authorized by the City Manager or his/her designee.

7.2 Video Surveillance

To promote the safety of employees and City visitors, as well as the security of its facilities. The City reserves the right to conduct video surveillance of any portion of its premises at any time. Video cameras may be positioned in appropriate places within and around City-owned property. The only exceptions to this policy include private areas of restrooms, showers, space used for lactation breaks, and dressing rooms.

7.3 Personal Property

The City assumes no liability whatsoever for the damage, loss or theft caused by third parties to the an employee's personal property. Employees are to use their own discretion when choosing to bring personal property into the workplace, including into City vehicles, and do so at their own risk. Additionally, employees shall not bring or display in the office any property that a reasonable person would deem inappropriate or offensive to others.

7.4 E-mail, Voicemail and Logins

All electronic and telephone communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the City and as such, are intended for job-related purposes. Personal use should be kept to a minimum.

Electronic mail, voice mail, and electronic login information for business accounts are also City property and are to be used only for business purposes. The City reserves the right to inspect, monitor and have access to City computers, electronic mail, voice mail messages, passwords and Internet communications.

Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized City representative. All passwords for City accounts are the property of the City and may be used by an employee's supervisor to access electronic and telephone communications at any time.

7.5 Social Media and Networking

Employees shall not use personal social media accounts to conduct City business. When using personal accounts to conduct personal business, employees are encouraged to clarify that the

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views and opinions expressed about any City-related matters are their own and do not necessarily represent the views and opinions of the City of Sammamish.

7.6 Intellectual Property and Creative Works

Employees agree that all work product produced in the course of their employment with the City shall be and remain the property of the City. Work product shall mean research, plans for products or services, marketing plans, computer software (including, without limitation, source code and object code), computer programs, original works of authorship, information, data, technology, algorithms and designs, whether or not subject to patent or copyright protection, made, conceived, expressed, developed, or actually or constructively reduced to practice by the employee solely or jointly with others in connection with or relating to any work performed by the employee for the City.

7.7 Confidential Work Product

Work product related to the operation of the City shall not be removed from the premises or disclosed to third parties without proper authorization. Any questions about this policy may be directed to Human Resources.

7.8 Disability Accommodation

The City is committed to protecting the rights of persons with disabilities, and affording them equal opportunity in the workplace in accordance with the Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2008 and the Washington Law Against Discrimination. Any applicant or employee that has a physical or mental impairment that substantially limits one or more major life activities, or is regarded as having such impairment, is entitled to reasonable accommodation(s) by the City to assist them in both the interview process and in performing the essential functions of their job.

Reasonable accommodation may include, but is not limited to:

- Modifying access to existing facilities or worksites
- Modifying work schedules
- Acquiring or modifying equipment to aid in job performance
- Adjusting or modifying training materials
- Providing the services of qualified readers or interpreters
- Allowing the employee assistance from their service animal

The City will make reasonable accommodations for qualified individuals with known or perceived disabilities unless doing so would result in an undue hardship or a direct threat in the workplace. The City is not required to lower quality or production standards to make an accommodation; nor is the City obligated to provide personal use items such as glasses or hearing aids. An employee

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with a disability, for which reasonable accommodation is needed, should contact their supervisor or Human Resources to discuss possible accommodations.

8. LEAVE POLICIES

8.1 Paid Holidays

The City observes certain paid holidays throughout the year whereby employees will be awarded the day off with pay. The following are currently recognized as paid, eight-hour holidays for all regular full-time employees:

Paid Holiday	Day
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday	Employee’s choice

Holiday hours for regular part-time employees are pro-rated. Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday.

8.1.1 Working on a Holiday

Non-exempt employees that are scheduled to work on a City-observed holiday (excluding floating holidays) will be compensated for all hours worked at a holiday premium rate of 1.5 times their regular rate of pay. These hours will be counted on a 1:1 ratio for purposes of calculating the total hours worked in a given work week. They will also receive 8 hours of straight-time pay for the observed holiday. Overtime pay will be awarded for all hours in excess of 40 in a single work week and will be calculated at 1.5 times the employee’s regular rate of pay.

8.1.2 Floating Holiday

After completing six months of employment, full-time employees shall be entitled to one floating holiday (8 hours) per calendar year, subject to approval of the scheduled date by the employee's supervisor. Floating holidays may not be carried over to the following year.

8.1.3 Unpaid Religious Holidays

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 the employee desires to take the two unpaid holidays after consultation with the City. If an employee prefers to take the two unpaid holidays on specific days for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the City will allow the employee to do so unless the employee's absence would impose an undue hardship on the City or the employee is necessary to maintain public safety. Undue hardship shall have the meaning established in rule by the office of financial management under RCW 43.41.109. The two unpaid holidays allowed by this section may not be carried over to the following year.

8.2 Paid Vacation Leave

Employees shall accrue paid vacation leave at minimum accrual rate of 12 days per year and a maximum accrual rate of 21 days per year. For each year of service with the City, employees will earn an additional day of paid vacation, up to the maximum of 21 days.

One day of paid vacation leave equals eight hours. Vacation leave shall accrue for the actual time the employee was in a paid status, including paid leaves. The City Manager has the authority to ensure that awarded paid vacation leave is internally equitable and in compliance with the law.

8.2.1 Vacation Carryover Maximum

The maximum number of vacation hours that may be carried over from December 31 of one year to January 1 of the next year is 240 hours. Unused vacation leave in excess of the carryover maximum shall be forfeited at the end of the calendar year unless a carryover exception has been granted by the City Manager.

8.2.2 Vacation Use During Probation

Vacation for a new employee shall accrue, but shall not be used, within their probationary period unless approved by their department director at time of hire.

8.2.3 Vacation-Ineligible Employees and Part-Time Employees

Part-time employees receive prorated vacation accrual based on the ratio of their normally scheduled work week to a forty-hour week. Temporary employees, interns, and seasonal workers are not eligible for vacation leave benefits.

8.2.4 Requesting Vacation

When requesting vacation, employees should consider the City's need to conduct business and to have time to plan for vacation coverage. Supervisors should respect employees' needs to take vacation. An employee's reasonable request for vacation should be approved, unless the granting of the vacation would negatively compromise the business needs of the City. Employees and their supervisor are encouraged to work out scheduling conflicts. Employees will not be reimbursed for the cost of travel arrangements if a vacation request is denied.

Each department director is responsible for scheduling their employees' vacations without undue disruption of department operations. Vacation leave may be denied or modified in emergency situations or where such leave causes undue disruption of department operations.

8.3 Paid Sick Leave

Full-time employees accrue paid sick leave at a rate of 12 days per year (four hours per pay period). Employees become eligible to accrue paid sick leave upon their first day of work.

The rate of accrual is pro-rated for part-time employees and certain seasonal or temporary positions. Employees will accrue no less than one hour of paid sick leave for each 40 hours worked.

8.3.1 Sick Leave Carryover Maximum

The maximum number of sick leave hours that may be carried over from December 31 of one year to January 1 of the next year is 720 hours. Balances above 720 hours will be forfeited at the end of each calendar year.

8.3.2 Calling in Sick

Employees who become ill, or have a last minute need for the use of paid sick time and are unable to attend work, must contact their supervisor directly prior to the start of their shift. If the employee must leave the office before the end of their shift because of illness or personal emergency, they must inform their supervisor prior to leaving. If the employee or a family member they care for are suffering from a serious medical condition, they may be eligible for unpaid Family Medical Leave. Please refer to the Family and Medical Leave policy below and see Human Resources to request extended leave for these purposes.

8.3.3 Authorized Use of Paid Sick Leave

Employees may use their accrued paid sick leave hours for the care of themselves or a family member in the following instances:

- Mental or physical illnesses, injuries, or health conditions;
- The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions;
- The need for preventive medical care;

- The care of a child whose school or place of care has been closed due to weather or a health related reason;
- Applying hours to a paid holiday in an amount up to the difference between the 8 hours of holiday pay and the number of hours in the employee's typical shift (e.g., workers on a four-tens schedule could apply up to 2 hours of sick leave to the paid holiday); or
- Circumstances qualifying for leave under the Domestic Violence Leave Act (Chapter 49.76 RCW).

Non-exempt (hourly) employees may apply paid sick time in 15-minute increments. The City asks that employees make every effort to coordinate and schedule foreseen absences, such as elective procedures, with their supervisor at a time convenient to department workload. It is essential that employees coordinate coverage of their duties whenever there is a foreseeable absence; however, the City will not require that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

8.3.4 Verification for Absences Exceeding Three Days

If an employee has used paid sick leave for an authorized purpose for more than three consecutive days during which the employee is required to work, the employee may be asked to provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose.

The employee is not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise required by law. Any information the employee provides will be kept confidential to the extent possible under the law.

Acceptable verification may include:

- A written or oral statement from the employee indicating that the use of paid sick leave is necessary to care for the employee or their family member for an authorized purpose;
- A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is for care of the employee or their family member for an authorized purpose;
- Other documentation demonstrating that the employee's use of paid sick leave is for care of the employee or their family member for an authorized purpose;
- A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;

- Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking; or

- A court order of protection.

Employees should discuss options with Human Resources if they feel that providing such verification creates an undue hardship.

8.3.5 Employee Shared Sick Leave Pool

The shared sick leave program provides employees the opportunity to receive and use donated paid leave, and to donate their paid sick leave to other employees.

If an employee wishes to donate to the shared paid leave program, the employee must indicate in writing (email is acceptable) the rate and frequency of the donation of leave and copy both Human Resources and Payroll to begin contributing. Employees may donate up to 20% of their accumulated sick leave or any amount of their accumulated vacation or compensatory time. Donated vacation and compensatory time hours may only be used as sick leave. Hours donated will be converted to a dollar equivalent based upon the donating employee's wage rate. Donated hours will be available to all employees meeting the criteria described below to draw from the pool. Donations to the pool cannot be reversed.

Employees may only withdraw from the Leave Pool after all of their own accumulated leave time has been exhausted. To apply for leave, employees should contact Human Resources. A written statement will be required explaining the circumstances for the request. Human Resources will deliver all requests for shared leave to the City Manager's Office for final review. Access to the leave pool will be granted for up to 160 hours per written request. Elective medical procedures do not qualify for use of the shared leave pool.

8.3.6 Retaliation Prohibited by Law – Paid Sick Leave

Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed. The City will not discriminate or retaliate against an employee for the lawful exercise of WA State Minimum Wage Act rights or the authorized use of paid sick time.

If an employee feels they are being discriminated or retaliated against for the exercise of their Minimum Wage Act rights, the employee should contact Human Resources immediately.

If an employee is not satisfied with the response from the City, the employee may contact the Washington State Department of Labor & Industries.

Online: www.lni.wa.gov/workplacerights
Call: 1-866-219-7321, toll-free
Visit: www.lni.wa.gov/offices

8.4 Annual Management Leave

The City recognizes that exempt employees often put in hours that extend beyond the standard work week to meet the demands of their position. While some extra time is an expected component of these positions, the City wishes to provide a benefit in recognition of this service. Management leave is granted in recognition of the extraordinary work time required in overtime-exempt positions but is not intended to be balanced hour for hour with extra time worked.

Exempt employees who were employed by the City in an exempt position for the entire previous calendar year, shall be granted 40 hours of management leave annually at the start of each calendar year. Management Leave shall be pro-rated for eligible employees who start mid-year in an exempt position. Management Leave shall be granted in addition to other earned leave benefits. Human Resources will maintain a list of positions that are eligible for Management Leave.

Management Leave must be used in the calendar year it was granted and cannot be carried forward from one calendar year to the next. No compensation for unused Management Leave shall be paid to an employee who leaves City service.

8.5 Annual Administrative Leave

In recognition of extraordinary work performance, either on a project basis or a sustained basis, the City Manager may grant non-exempt employees up to 40 hours of paid Annual Administrative Leave each calendar year. Examples might be receiving the Employee of the Year Award, or being a contributing member of Team of the Year, or a similar award.

Administrative Leave must be used in the calendar year it was granted. Administrative Leave cannot be carried over from one calendar year to the next. No compensation for unused Administrative Leave shall be paid to an employee who leaves City service.

8.6 Paid Administrative Leave

The City may use paid administrative leave while conducting an investigation into an alleged wrongdoing by an employee. This leave may be used when it is necessary or helpful to remove the employee from the work place pending the outcome of an investigation.

8.7 Unpaid Leave of Absence

The City Manager may grant leaves of absence without pay for absence from work not covered by any other legally mandated type of leave or if leave balances are exhausted. Paid vacation, sick time or other types of paid leave will not accrue while an employee is on an unpaid leave of absence.

8.8 Parental Leave

An employee may use accumulated paid leave and unpaid leave for the period of actual disability attributable to pregnancy or childbirth or after a child is born or placed in his/her home. Disability due to a pregnancy may permit the pregnant employee leave for the period of disability, as well as up to 12 weeks of unpaid leave to care for the newborn, under Washington

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law. Job protected parental leave is afforded to employees under both the federal Family Medical Leave Act and WA Family Leave Act. Please see Human Resources to learn more about parental leave options.

8.9 Jury Duty and Witness Leave

Employees summoned to serve on a jury or appear as a subpoenaed witness in any established court of law or administrative proceeding shall be released from work to perform this civic responsibility. Employees must provide advance notice to their supervisor and documentation of the required appearance. Employees will be compensated at their regular rate of pay for scheduled shifts missed due to jury duty service, less any reported stipend or earnings resulting from their jury duty service. An employee who is a subpoenaed witness will receive full salary upon proof that the testimony given was in connection with City business. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or in court. The City may require the employee to supply documentation from the court confirming receipt of the employee's jury duty service.

8.10 Bereavement Leave

Employees may be granted up to three (8 hour) work days of paid leave to attend to the death of a family member. An additional two (8 hour) work days may be awarded for out of state travel with approval from Human Resources. If additional leave is necessary, sick leave, compensatory time, vacation or other paid leaves may be applied. The City Manager may grant additional bereavement leave for international travel or in the case of extenuating circumstances.

8.11 Victims of Domestic Violence Leave

The City grants employees domestic violence/sexual assault leave in accordance with Washington State Law in Chapter 49.76 RCW. Leave may be taken with or without pay at the employee's option. Sick leave, compensatory time, vacation or other paid leaves may be applied.

Employees who are victims of domestic violence, sexual assault, or stalking may take reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. Employees who are qualifying family members of a domestic violence victim are also eligible for leave under this policy.

Employees must give as much advance notice of the need for leave under this policy as is possible. Leave requests in excess of three days may trigger the request by an employee's supervisor for documentation of authorized use of leave under this policy.

8.12 Washington Family Care Act

The Washington Family Care Act (WFCA), RCW 49.12.265, allows an employee with available paid sick leave or other paid time off to use the employee's choice of paid leave to care for a sick minor child with a routine illness, other family members with serious or emergency health conditions, or a sick adult child who is incapable of self-care because of a physical or mental disability. There are also provisions specific to parental leave that differ from federal FMLA. Employees will not be disciplined for applying leave for these reasons. Employees should see

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Human Resources to discuss available options if they incur or foresee any need for extended leave.

8.13 Family and Medical Leave (FMLA)

The City complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain documented medical and family-related reasons. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Under federal law, unpaid leave may be requested for pregnancy and prenatal care; pre-placement activities, birth, adoption, or foster placement of a child; or the serious health condition of a child, spouse, parent, domestic partner, or the employee. Leave to care for a child following birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.

Please note there are requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact Human Resources to discuss options for leave. Unless otherwise specified by the employee, paid vacation, sick time or other types of paid leave will run concurrently with FMLA leave until paid leave balances are exhausted.

8.13.1 Military Entitlements Under FMLA

Under the federal FMLA law, unpaid leave may also be requested by eligible employees who have need for leave arising from a family member of the employee on covered active duty (or has been notified of an impending call or order to covered active duty) in the armed forces and may use their 12-week entitlement to address certain qualifying circumstances. Qualifying circumstances may include deploying on short-notice, attending certain military events, arranging for alternative child care and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, engaging in rest and recuperation, and attending post deployment reintegration briefings.

The federal FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. This leave applies if the employee is the spouse, son, daughter, parent, domestic partner, or next of kin caring for a covered military service member or veteran recovering from an injury or illness suffered while on active duty in the armed forces or that existed before the beginning of the member's active duty and was aggravated by service or that manifested itself before or after the member became a veteran.

8.13.2 FMLA Leave Designation

If an employee does not expressly request FMLA leave, the City reserves the right to designate a qualifying absence as FMLA leave if there is no objection by the employee, and will give notice of the FMLA designation to the employee. If an absence is a qualifying event under FMLA, the leave will run concurrent with short-term disability, long-term disability, workers'

compensation, and/or any other leave where permitted by state and federal law. Employees may choose to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the City's normal paid leave policies.

8.13.3 FMLA Basic Eligibility Requirements

Employees are eligible for FMLA if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

8.13.4 Continuation of Benefits During FMLA Leave

The City continues healthcare benefits during leave as though the employee were still at work, and will pay the employee's portion of any premium during their absence from work for approved leave.

8.14 Military Leave

The City grants employees leave for military service in accordance with federal and state law. Employees are required to provide their supervisor with copies of their military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law. As soon as practicable, individuals returning from any military leave of 30 days or more are required to provide evidence, such as a certified copy of release papers, that they are entitled to reemployment.

Employees who fail to return to work within the time specified by law, without receiving an extension in advance, are subject to disciplinary action up to and including termination.

8.14.1 Paid Military Leave for Public Employees

Up to 21 days of paid leave per year (from October 1st through September 30th) shall be granted to employees for time spent for military service in the Washington National Guard, reserves or armed forces, and is to be used on any day an employee cannot report to his/her regular job because of military obligations. As per RCW 38.40.060, during such military leave the employee shall receive his/her normal pay, and such paid leave shall be in addition to any vacation or sick leave to which the employee is entitled

A "Day", for purposes of this section, is defined as a 24-hour period beginning and ending at midnight. Military leave must be calculated in "days" and cannot be reduced or converted to hours, regardless of whether or not an employee's normal shift or work period transpires over the course of one day or two. Pay is based on the employee's normal pay.

In general, if military service extends beyond 21 working days, the additional leave will be unpaid. At the employee's request, accrued vacation leave may be applied to any unpaid military leave. Military service includes active military duty and Reserve or National Guard training. An employee requesting military leave is required to provide his/her supervisor with copies of the military orders as soon as possible after they are received.

8.14.2 Military Spousal Leave – WA State Family Military Leave Act

In accordance with the provisions of the Washington State Family Military Leave Act, during a period of military conflict, a full-time or part-time employee who works an average of 20 or more hours per week and who is the spouse of a member of the U.S. armed forces, National Guard or reserves is entitled to take up to 15 days of unpaid leave: while their spouse is on leave from a deployment; or before and up to deployment once the spouse receives official notification of an impending call or order to active duty.

The employee must provide his or her supervisor with notice of the employee's intention to take leave within five business days of receiving official notice: that the employee's spouse will be on leave; or of an impending call or order to active duty. The 15 days of unpaid leave is per deployment. The employee may elect to substitute any form of accrued leave for any part of the family military leave. Family military leave is in addition to other leave to which the employee may be entitled.

8.14.3 Military Employee Reinstatement and USERRA

The City is committed to protecting the job rights of employees absent on military leave. In accordance with the Uniformed Services Employment & Reemployment Rights Act (USERRA), no employee or prospective employee will be subjected to any form of discrimination on the basis of their membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, they shall make a report to Human Resources.

9. PREMIUM PAY & OFF-SHIFT WORK

9.1 Standby Pay

This section applies to non-exempt employees. A department may assign an employee who may be needed to work during off-hours to be on standby. Standby assignment normally will be rotated among similarly situated employees. An employee placed on standby shall be provided with a mobile device to facilitate communications as needed while the employee is on call.

Each employee on standby will receive compensation at the currently established rate for standby assignment, and this allowance will be suspended when callback commences. Standby hours are not to be counted as hours worked for purposes of computing overtime or eligibility to receive benefits. Employees on standby are expected to report for work within an hour of a request. If an employee on standby status fails to respond to a call to return to work, he or she may be subject to disciplinary action.

9.2 Callback

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to a call back is grounds for immediate disciplinary action, including possible termination. In the event of emergencies or disasters, all essential personnel are expected to report to their work station after they have taken care of themselves and their families.

9.2.1 Callback Minimum

This section applies to non-exempt employees. Employees called back to work shall be paid a minimum of two hours, regardless of if the callback requires them to work a full two hours or not. The greater of two hours or the actual number of hours worked will be counted for purposes of computing overtime or eligibility for receiving benefits.

9.3 Out-of-Class Pay

When a department director or the City Manager assigns an employee substantially higher responsibilities outside the scope of his or her job classification, and the assignment exceeds ten working days, the employee shall be awarded additional out-of-class pay. This will be a minimum of 5% above their current grade and step and shall adequately compensate them for their out-of-class duties. The assignment and the out-of-class pay should be in writing and approved by Human Resources and the City Manager or his or her designee prior to the department director making the assignment.

If the department director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources concurs, they may recommend to the City Manager a higher rate of compensation.

10. BENEFITS & TOTAL COMPENSATION

10.1 Benefit Offerings

The City offers eligible employees the opportunity to participate in group medical coverage as well as other health, wellness, or financial benefit programs. All benefits apply to regular and limited term employees, and select or pro-rated benefits apply to seasonal and temporary employees and paid interns pending their work schedule and duration of service. These benefits contribute to an employee's total compensation. A summary of benefit offerings will be provided by Human Resources upon hire and at open enrollment periods.

Please be advised that benefits, carriers, and plan provisions are subject to change, modification or revocation at any time at the City's discretion, as allowed by law, and as set forth in the plan documents. Additional information may be found below, and detailed descriptions of all benefits offered are available from Human Resources.

10.2 Public Employee's Retirement System (PERS)

The City contributes to the Washington State Public Employees Retirement System (PERS) as prescribed by law. State law determines employee eligibility. For more information, contact Human Resources or the Washington State Department of Retirement Systems.

10.3 Social Security Replacement Plan

All regular and limited term employees must participate in a Social Security Replacement Plan (401a) and Medicare. Future Social Security benefits may be affected by membership in this replacement plan (see Human Resources for details). Seasonal and temporary employees are enrolled in Social Security as required by law.

10.4 Declined Medical Coverage Compensation

Employees eligible for medical benefits and/or their qualified dependents that waive medical insurance and provide documentation of required coverage from an alternate source, will be awarded with 40% of the City's savings contributed as deferred compensation to their 457 account. Employees must demonstrate that they and/or their dependents have medical insurance from another source to receive this benefit. If such coverage should cease, this will be seen as a qualifying event (pending documentation of loss of coverage) for enrollment by the employee and subsequent dependents in the City's medical plan.

10.5 Employee Assistance Program

The City offers an employee assistance program, free of charge, to all employees. This program helps individuals privately solve problems that may otherwise interfere or distract from performing their best while at work. Services are always confidential and provided by experts. For no-questions-asked access to the EAP program, please see Human Resources.

11. DRUGS, TOBACCO & ALCOHOL

11.1 Drug Free Workplace

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacturing, distribution, dispensation, possession, and use of unlawful drugs or alcohol on City premises or in the course of performing City work is strictly prohibited. Employees are required to notify their supervisor of any drug or alcohol related arrest or conviction as soon as is reasonably possible. Violation of this policy may result in disciplinary action, up to and including termination.

11.2 Tobacco Free Workplace

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, use of all tobacco products, including smoking and smokeless tobacco, and vapor products or electronic cigarettes is prohibited at all City work locations and property, and in City owned vehicles. Smoking and vaping is prohibited within 25 feet of all building entrances, windows that open and ventilation intakes (or as prescribed by state and local law). Violation of this policy may be grounds for disciplinary action, up to and including termination.

11.3 Prohibited Substances & Behaviors

The City is committed to providing a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities.

This policy applies to all employees and all applicants for employment with the City. Employees should report to work fit for duty and free of any adverse effects of illegal drugs, prescription drugs, or alcohol. Violation of any part of this policy may result in termination due to misconduct.

Whenever employees are working, operating any City vehicle, are present on City premises, and/or are conducting related work off-site, they are prohibited from:

- Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
- Impairment from the use of alcohol, prescribed drugs, or an illegal drug as defined in this policy.
- Having the presence of any detectable amount of any illegal drug or illegal controlled substance in their body while performing City business or while in a City facility.

If illegal drugs or drug paraphernalia is found, the appropriate law enforcement agency will be notified and the employee will be subject to discipline, up to and including termination of employment. For the purposes of this handbook, “illegal drugs” includes but is not limited to marijuana.

11.4 Drug and Alcohol Testing

Employees of the City will be subject to testing for alcohol or controlled substances under the circumstances described below. Refusal to submit to testing when required or the reporting of an adulterated sample will result in disciplinary action, up to and including termination. Drug and alcohol testing will be at the City's expense unless otherwise indicated in this policy.

Types of testing used by the City includes:

- **Pre-employment or Return to Duty**: Applicants who are selected for hire may be required to pass a drug test as a condition of employment. Employees that have been on an extended leave of absence may also be asked to pass a drug test as part of their return to duty.
- **Reasonable Cause:** Employees may be required to submit to a test when a supervisor has observed and documented that an employee's behavior, appearance, speech or performance may indicate alcohol or controlled substance impairment.
- **Post-incident:** Employees involved in an accident or "near-miss" or repeated “near-misses” may be required to be tested for alcohol and controlled substances. An on-the-

job accident is defined as any accident or incident occurring while on City premises, while operating City vehicles or equipment, and/or while conducting City business provided the accident or incident results in death, injuries requiring advanced medical attention away from the scene or property damage.

- **Follow-up:** The City may require follow-up testing for employees referred for treatment following voluntary self-disclosure.

Drug testing specimens used as a basis for action will be collected by a trained professional at a contracting facility of the City's choosing. A confirmatory test of the same sample that is conducted by a laboratory utilizing a chromatographic technique such as gas chromatography-mass spectrometry or another comparable reliable analytical method may be used if/when results are contested by an employee. All drug and alcohol test results will be treated as confidential.

11.5 Prescription & Over-The-Counter Medication

City policy does not prohibit employees from the lawful prescribed use and possession of prescription strength or over the counter medications which do not impair the employee's ability to perform their work safely and effectively. Such drugs will be permitted on City premises only if they are contained in the original prescription container.

In instances in which employees are in safety sensitive jobs, the use of prescription medication on the job must be accompanied by a statement from the prescribing physician that the medication will not impair the individual's ability to perform his/her job safely and accurately. The City reserves the right to determine ultimately whether it is safe and appropriate for the employee to do the job while taking medication, and if not, to reassign the employee to other work or place them on medical leave.

11.6 Assistance for Substance Abuse

The City will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, and/or be placed on leaves of absence to treat their problem. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up drug and alcohol tests. If the employee does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she may be subject to disciplinary action, up to and including termination.

11.7 Non-Solicitation, Distribution, and Posting Policy

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or post materials, sell merchandise, solicit financial contributions or otherwise solicit for any cause during working hours. An employee (including any employee with management responsibility) shall not directly solicit any employee he or she supervises or otherwise exercises some element of control over.

E-mail shall not be used to solicit employees for any purpose, and non-employees are prohibited from distributing material or soliciting employees on City premises at any time. All employees shall recognize that any employee has the right to say “no” to any solicitation.

12. PROHIBITED CONDUCT & DISCIPLINE

12.1 Expressly Prohibited General Conduct

Employees are expected to conduct themselves in an appropriate, professional manner. Examples of behavior that is inappropriate and require immediate corrective action include, but are not limited to:

- Insubordination, hostility or contempt for supervisor or a willful disregard of a supervisor’s reasonable and lawful directive.
- Theft, fraud or other criminal activity which impacts the employee’s ability to conduct themselves in a professional, reliable, or safe manner.
- Dishonesty including falsifying employment or other City records or documents.
- Failing to maintain confidentiality of City information.
- Discourtesy or rudeness to other employees or the public.
- Refusal to adhere to safety rules and safe work practices.

The above behaviors may be grounds for disciplinary action, up to and including termination.

12.2 Disciplinary Action

In taking disciplinary action, managers and supervisors may use a variety of measures, depending upon individual circumstances and the nature of the offense. The disciplinary process will be determined on a case-by-case basis after an evaluation of the facts and circumstances of each individual incident. Depending upon the facts and circumstances, the discipline applied may include, among other things, verbal or written warnings, probation, suspension without pay, demotion, or termination.

When considering discipline that would sever the employment relationship, the City Manager will conduct a pre-disciplinary hearing. The hearing serves as a check against a mistaken decision and as an opportunity for an employee to furnish reasons why he or she should not be disciplined before the decision is finalized. An employee will be notified in writing of the City Manager’s decision. The pre-disciplinary meeting does not apply to employees who have not completed their initial probationary period.

13. REPORTING HARASSMENT OR DISCRIMINATION

13.1 Anti-Harassment/Discrimination

The City is committed to ensuring that the practices and conduct of all its employees comply with the requirements of federal and state laws against employment discrimination. To that end, the City expects all employees to work in a manner that respects their coworkers. It is the policy of the City that all employees have the right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, disability, sexual orientation, or any other protected status or characteristic. The City will not tolerate any such harassment of employees by their co-workers or supervisors.

For the purpose of this policy, harassment is defined as unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual (or group) because of that individual's protected status or characteristics that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

13.1.1 Sexual Harassment

Sexual Harassment in the workplace is one of the most common and frequent types of discrimination. The type of behavior that constitutes sexual harassment is that which is unwelcome, makes one feel uncomfortable, and is sexual in nature. This may include statements as well as physical actions or gestures. Other examples might include jokes, inappropriate compliments on appearance, displaying offensive material, pressuring a coworker or subordinate for dates or other sexual quid pro quo, or generally making a person and work environment feel unreasonably uncomfortable and effectively interfere with their daily work. The City will not tolerate sexual harassment of any kind, and will investigate all allegations of sexual harassment. Employees who feel they are the victim of sexual harassment by anyone in the workplace should speak to their supervisor, a trusted person in City management, or Human Resources immediately.

13.2 Complaint Procedure

If an employee feels they are the target of discrimination or harassment, they shall immediately report this to their supervisor, a director within the organization, or Human Resources. A written complaint should be made as soon as possible following a verbal report. In addition, supervisors and managers are required to report all suspected incidents of harassment or discrimination to Human Resources immediately.

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The City will determine the steps needed to address the complaint. These may include conducting an internal inquiry, or retaining an independent investigator to conduct an outside investigation. The employee will be notified when the complaint has been addressed.

If the employee is not satisfied with the response, the employee may submit a complaint, in writing, to the City Manager. The written complaint must contain, at a minimum:

- A description of the problem; and
- The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;

The City Manager or a designee will provide a response to the complaint.

14. JOB CLASSIFICATION & COMPENSATION

14.1 Compensation Plan

The City has a strong interest in attracting and retaining excellent employees. It is the policy of the City to maintain a comprehensive compensation program. Within budget limitations, the City endeavors to pay salaries competitive with those paid within comparable jurisdictions and within the applicable labor market.

The City Manager shall be responsible for the administration of the classification and compensation plan. All changes in classifications and changes in assignment of classifications to salary ranges must be approved by the City Manager, and in some cases the City Counsel.

14.2 Position Classification

Creation of a job description coupled with the creation of a grade and respective salary range on the annual salary schedule document approved by the City Council is referred to as a position's overall "classification." Temporary and seasonal positions are assigned to an ungraded pay range on the salary schedule.

A job description includes a job title and statements that define the position, including essential and marginal job functions and qualifications for knowledge, ability, experience and training. The experience and training qualifications in the job description are considered to be minimum qualifications. Salary range assignments are recommended by Human Resources to the City Manager, with input from the department director.

14.3 Cost of Living Adjustment (COLA)

The City Manager may propose and the City Council may grant an across-the-board (cost-of-living) pay adjustment from time to time, raising or lowering the salaries of all positions by a specified amount within a defined group of classifications.

14.4 Classification Review

Positions sometimes evolve as a result of changed duties and responsibilities assigned by a supervisor. Periodically, the City may revise job classifications as needed or as part of a compensation study. A classification review studies these changes to determine if a different job description and salary range assignment is appropriate. Importantly, not all changes warrant a different salary range assignment, the majority of the assigned duties must be a different type or complexity that is compensated at a different level to warrant a different salary range assignment.

14.4.1 Requesting a Classification Review

A department director may request a classification review seeking to change the assigned duties of a position.

An employee who does not believe that their classification accurately reflects the current duties of the position may also request a classification review if it has been more than one year since the last classification review was performed.

All requests for a reclassification shall be initiated in writing, utilizing appropriate internal procedure, and should include justification for the reclassification emphasizing changes in duties and responsibilities or qualifications.

14.4.2 Performing the Classification Review

Human Resources performs the classification review and will ask the requestor for updated job information which may include the use of a job analysis questionnaires and interviews with employees. A reclassification is not to be used as a merit raise; nor can it be used to reflect an increased volume of work at the same level of responsibility that the incumbent is currently performing.

Human Resources will recommend changes to the City Manager for reclassification as appropriate. The City Manager retains the final authority to approve or disapprove changes in classifications, within budgetary guidelines, and/or assignment of duties to employees.

In the event that a classification review results in a denial of a change in classification, but also results in a determination the employee was working out-of-class, the employee will be awarded out-of-class pay.

The out-of-class pay will be effective on the date the employee submitted the written request for classification review and end on the date the out-of-class duties are no longer performed.

If the approved action was reclassifying the position to a lower grade, then the affected employee(s) are notified before the final action is taken. The affected employee(s) salary may be frozen at his/her current rate until such time as the lower salary range reaches or surpasses that level through annual cost of living increases.

14.5 Promotion via Reclassification

An employee receiving a promotion shall be placed in the step in the new salary range that provides for a minimum of 5% increase and adequately compensates them for their job duties, bearing in mind skill, education, experience, current market conditions, and avoidance of inequities with existing internal salaries. The top step of the new salary range will be awarded if there is not a step that allows for the minimum increase.

Employees promoted to a new position with a new title will repeat the standard six month probationary period. A review is conducted after the probation period and may result in an increase to the next step. This date becomes the employee's new date for annual reviews and potential salary increases, elsewhere referred to as pay increase date.

14.6 Pay Increases

Upon successful completion of the probationary period, and on an annual basis thereafter, employees will be given a performance evaluation and considered for a pay increase until they reach the top of their salary range. Pay increases may be withheld for reasons of poor performance.

The salary schedule consists of "grades" each labeled with a letter, and salary steps within each grade, which are referred to as the salary range. Only one step may be awarded each year as merit pay for a satisfactory performance review. No additional merit pay is awarded once an employee has reached the top of the salary range.

The "step increase date" is used for the purpose of the annual performance review. Step increases usually occur on the anniversary date of the employee's end of probation period review. This date may change over the course of employment if an employee assumes a new position and undergoes probation on more than one occasion.

14.7 Performance Evaluations

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions. Employees are evaluated by their supervisor prior to completion of their probation period and annually thereafter. The performance evaluation is part of an employee's personnel record. The performance evaluation is a factor in determining whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated. The failure of a supervisor to conduct performance evaluations for her/his subordinate employees will be considered in the evaluation of the performance of the supervisor.

Employees who disagree with their formal performance evaluations may provide comments on the evaluation form itself and may also submit a rebuttal in writing that will be attached to a copy of their performance evaluation and kept in their official personnel file.

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14.8 Interim Assignments

Interim assignments are made to cover the full duties of a vacant position (sometimes referred to as “acting”). Vacancies may result from terminations, promotions, intentional hiring delays, or creation of a new position. The salary and effective dates of interim assignments are set by the City Manager or designee in consultation with Human Resources. The employee will be compensated a minimum of 5% above their current grade and step. This information is communicated to the employee in writing.

15. ETHICS

15.1 Use of City Resources

City equipment, including computers, photocopiers or printers shall not be used for personal business. This shall not apply to incidental or limited personal use of City equipment so long as it does not impact work and is done during breaks. Consumable City supplies, including but not limited to paper, ink, envelopes, postage, etc., may only be used for City business.

15.2 Political Activities

While all employees have the right to participate in political or partisan activities of their choosing, employees are stewards of the public's trust in matters of City government. Political activity may not adversely affect the responsibilities of employees in their official duties.

Employees may not campaign on City time or in City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities with the exception of City rental facilities eligible for such activities. Employees may not use City authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office. Violation of this policy may lead to disciplinary action.

15.2.1 Elected Office, Commission or Board Service

Employees may not serve as an elected official of the City, a member of a City commission, or a member of a City board while an employee of the City.

15.2.2 Outside Elected Positions

If there is a conflict of interest between an employee’s elected position outside of the City and their position with the City, the employee must resign from one of the positions.

16. CONFLICTS OF INTEREST

16.1 Prohibited Personal Gain

Staff shall have no beneficial interest in any contract which may be made by, through or under his or her supervision, or for the benefit of his or her office, or accept directly or indirectly, any compensation, gratuity or reward in connection with such contract unless allowed under State law.

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Further, employees are prohibited from receiving proceeds or having any financial interest in any sale to the City of any service or property when such proceeds or financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service

16.2 Accepting Gifts

Employees shall not directly or indirectly solicit any gift, accept or receive any gift (whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form), under the following circumstances:

- It could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or
- The gift was intended to serve as a reward for any official action on the official's or employee's part.

The City suggests that employees refuse all gifts in order to avoid the appearance of impropriety.

16.3 Outside Employment

In order to protect the interests of both the City and the employee, it is important that an employee and his or her department director have an opportunity to discuss any outside employment with the goal of avoiding any possible conflicts between the City and the other employment. Therefore, employees shall consult with Human Resources prior to engaging in employment or rendering services for pay for any public or private interest (including self-employment). It is the expectation of the City that outside employment should not interfere with job performance. Failure to comply with these provisions concerning outside employment may be grounds for disciplinary action, up to and including termination.

Outside employment will be deemed problematic if:

- It interferes with the employees established work schedule;
- It detracts from the efficiency of the employee while performing City duties;
- It constitutes a conflict of interest or create an appearance of impropriety as determined by the City Manager;
- The employee might utilize confidential information or contacts made during City employment which would give an unfair insider advantage or would otherwise be an inappropriate use or disclosure of such information or contacts;
- It takes preference over extra duty required by City employment;
- It interferes with emergency on-call duty;

- It tends to impair independence of judgment or action in performance of official duties; or
- It involves the use of any City resources such as copiers, telephones, supplies, other equipment, or time.

16.4 Employment of Family

The family of current City employees and City Council members will not be employed by the City in a case in which:

- One of the parties would have authority (or practical power) over the other;
- One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- One party would be responsible for auditing the work of the other; or
- Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both and the best interests of the City.

16.5 Employee Dating Relationships

All consensual dating relationships between employees should be disclosed to Human Resources to protect the rights of all parties. The City reserves the right to change work locations/assignments, duties, reporting structures to avoid a conflict of interest. The City reserves the right to terminate employment if a conflict of interest cannot be avoided.

16.6 Investments in Conflict with Official Duties

Officials and employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

17. REPORTING IMPROPER GOVERNMENTAL ACTIONS

In compliance with the Local Government Employee Whistleblower Protection Act, Chapter 42.41 RCW, it is the policy of the City to encourage employees to report any improper governmental action taken by City officials or employees without fear of retaliation.

Reports can be made to the City's toll-free whistleblower hotline or to a supervisor, Human Resources, the City Manager, the City Attorney or Mayor, as appropriate. The phone number of the hotline and the City's Whistleblower Protection Policy will be posted on the bulletin board in the breakroom of City Hall and the Maintenance and Operations Center.

Please refer to the City's Whistleblower Protection Policy (Policy #: CM-01) for more detailed information about the City's whistleblower policies, including procedures for reporting, investigation and protection.

17.1 Improper Governmental Action

"Improper governmental action" means any action by a local government officer or employee:

a. That is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and

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

Improper governmental action does not include personnel actions of any type, including but not limited to alleged labor agreement violations, appointments, assignments, complaints, demotions, dismissals, employee grievances, performance evaluations, promotions, re-employments, reassignments, reductions in pay, reinstatements, reprimands, restorations, suspensions or transfers. It also does not include any actions that may be taken under Chapter 41.08, 41.12, 41.14, 41.56, 41.59, or 53.18 RCW or RCW 54.04.170 and 54.04.180.

18. SEPARATION

18.1 Resignation

The City requests that a resigning employee give at least 14 days' written notice to their supervisor of their intent to resign and the intended last day of work. This should be promptly routed to Human Resources for inclusion in the personnel folder, and appropriate employees should be notified to facilitate separation.

18.2 Termination Process

The City Manager is the hiring and terminating authority for the City. He/she may delegate that authority when appropriate. City employees are "at-will" employees and may be terminated with or without cause.

The City requires that employees return all documents, files, equipment, phones, uniforms, City tools, business credit cards, keys and other City owned property on or before the last day of work. Employees leaving the employment of the City will have the option of having an electronic exit survey or an in person exit interview with a representative of Human Resources.

18.3 Job Abandonment

Employees of the City that are absent for more than three consecutive shifts without notifying a supervisor (no call - no show) are considered to have voluntarily abandoned their employment with the City.

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18.4 Continuing Benefits Via COBRA (Consolidated Omnibus Budget Reconciliation Act)

Upon separation, Human Resources will coordinate timely notification of continuation of benefits options to the employee, typically via mail delivery to the employees forwarding address.

18.5 Reduction in Force (Layoff)

The City Manager may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place. Whenever a layoff is anticipated, employees whose jobs may be affected will be notified of the situation, and any options available, as soon as possible to allow time to make necessary arrangements.

Regular employees will be retained on the basis of their ability to perform work needed to meet City needs. Prior work performance, attendance, qualification for remaining tasks and years of service will all be determining factors in which employees are retained should a layoff occur.

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

18.5.1 Severance Pay Upon Layoff

Full time and part time employees are eligible for severance pay if affected by a reduction in force. The employee shall receive a severance package consisting of two weeks' pay or one weeks' pay for each year of service with the City, whichever is greater, up to a maximum of 12 weeks. If the employee leaves employment at the City prior to the layoff date, the employee is not eligible for severance pay. A lump sum payment equivalent to three months of premiums for continuation of benefits via COBRA will be awarded at time of layoff to all affected employees pending budget availability.

18.6 Retirement

A service retirement is a voluntary separation after having satisfied the age and length of employment requirements of PERS. Procedural requirements for applying for retirement benefits are available from the Washington State Department of Retirement Systems (DRS).

A disability retirement is a voluntary separation necessitated by an injury or illness which renders the employee totally incapacitated for continued employment by the City. To apply for disability retirement benefits, please contact DRS. DRS will make a determination on eligibility for disability retirement benefits.

18.7 Final Paycheck

When employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled pay date:

- Regular wages for all hours worked up to the time of termination;
- Overtime and holidays occurring up to the time of termination; and
- A lump sum payment for accrued, but unused: vacation (100%, up to accrual limit); sick leave (25%, up to accrual limit); and compensatory time (100%).

18.8 Employment Verifications & References

All requests for information regarding past or present employees shall be directed to Human Resources. Human Resources will provide dates of employment, wage information and positions held. If the employee has signed a statement releasing the City from liability, additional information may be given. Supervisors may provide personal references for current or previous employees; however, written letters of recommendation on behalf of the City are not permitted.

18.9 Reinstatement of Paid Sick Leave Hours Upon Rehire

The City will reinstate an employee's previously accrued, unused paid sick leave up to 40 hours that was not previously provided to the employee through financial or other reimbursement at the time of separation if it rehires an employee within 12 months of separation.

18.10 Unemployment Compensation

City employees may qualify for state funded unemployment compensation after separation from City employment, as established by Washington State law. Determination for eligibility is made by the WA State Employment Security Department based on information supplied by the City and the employee. Contact Human Resources for information on how to apply for unemployment benefits.

19. MISCELLANEOUS POLICIES

19.1 Personal Appearance and Hygiene

The City requires all employees to present themselves in a professional manner, with regard to attire, personal hygiene and appearance.

Employees are expected to meet basic hygiene requirements by maintaining personal cleanliness, oral hygiene (brushing of teeth), and use necessary aids to reduce body odor while avoiding heavily scented perfumes, colognes and lotions. It is also expected that employees wash hands after eating, or using the restrooms.

Employees failing to adhere to City standards with respect to hygiene may be subject to disciplinary action, up to and including termination.

19.1.1 Dress Code

The City prescribes to an overall business casual dress code. Appropriate attire includes items such as a City-issued uniforms, collared shirts, dress pants or slacks, dresses, skirts, dress shoes or casual dress shoes and sweaters. The following guidelines shall always apply:

- Clothing must be clean, in good condition and fit appropriately.
- Clothing and jewelry must not interfere with the safe operation of equipment.
- Inappropriate attire: flip flops, sweat pants, clothing with stains or tears, athletic shorts, revealing clothing, clothing that is offensive or disruptive.

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Acceptable dress is ultimately left to the discretion of department directors who may prescribe alternative standards based on an employee's work site or duties (e.g. field work or special events). Employees are responsible for exercising good judgment for their attire at all times and shall dress in such a way that will not create a negative perception by customers, either internal or external.

If an employee is deemed to be wearing inappropriate attire, his/her supervisor is responsible for coaching the employee accordingly. Employees with questions about the dress code should speak with Human Resources or their department director.

19.2 Contact with the News Media

The City Manager, Communications Manager, or designated department directors, shall be responsible for all official contacts with the news media, including answering questions from the media. These individuals may designate specific employees to give out procedural, factual or historical information on particular subjects. Employees shall be notified in advance when they have been designated to provide information to the news media.

19.3 Department Specific Protocols

Department directors are responsible for administering their departments in accordance with the provisions of this manual. Individual departments may adopt additional reasonable procedures to meet their operating needs. Department procedures may not conflict with the guidelines in the Employee Handbook. If there are conflicts, procedures in the Employee Handbook shall govern.

19.4 Tuition Reimbursement Program

The City has established an educational reimbursement program to help eligible regular employees develop their skills and upgrade their performance. This program is subject to modification or elimination based on funding availability.

Employees who intend to apply for tuition reimbursement must obtain approval from their department director and Human Resources prior to registering for the class. Employees who do not obtain approval prior to taking the class will not be eligible for reimbursement. See Human Resources for additional program details and eligibility criteria.

19.5 Employee Training and Development

It is the intent of the City to provide training opportunities to employees for skill development directly related to the job. These opportunities may include in-house workshops, or workshops and seminars sponsored by other agencies or institutions, and are subject to budget availability. Each department maintains a budget for training and professional development opportunities. Employees can inquire with their supervisor or department director about training opportunities within their department.

19.6 Reporting Changes to Personal or Contact Information

Each employee is responsible for promptly notifying Human Resources of any change in their name, address, telephone number, marital status, citizenship, tax withholding allowances,

dependent eligibility/enrollment, or emergency contact information. Accurate and correct information is vital for City operations and vendors providing benefits.

19.7 Personnel Files

Official personnel files are maintained by Human Resources. An employee has the right to inspect his or her personnel file at reasonable times during regular business hours. An employee wishing to see his or her personnel file should contact Human Resources.

Employees may request in writing the removal of information that they deem irrelevant or erroneous. If the City denies the employee's request to remove the information, employees may file a written rebuttal statement to be placed in their file. Final determination of the retention of such material shall be made by Human Resources. Personnel files are kept confidential to the maximum extent permitted by law.

19.8 Criminal Arrests or Convictions While Employed

All employees are required to report to their supervisor if they are arrested or charged for any criminal offense, with the exception of minor traffic offenses unless the employee holds a position that requires driving as an essential function. Employees may be required to submit a police report or other documentation concerning the arrest or charges. The report must occur within two business days of the incident, or as soon as reasonably possible.

Noncompliance with the above stated requirement may trigger disciplinary action up to and including termination. Furthermore, misrepresentation of the circumstances of the events can serve as grounds for disciplinary action.

20. KEY DEFINITIONS

20.1 Work Week

The established work week for the City is Sunday 12:00 AM to the following Saturday 11:59 PM, as outlined by the guidelines contained in the Fair Labor Standards Act.

20.2 Family Member

Unless defined otherwise in these policies or prescribed by law, the employee’s grandparent, parent, parent-in-law, child, spouse, domestic partner, grandchild, sibling, or other relative who lives in the employee’s home is considered a family member.

In appropriate circumstances, an employee may believe that another individual should be considered a member of their family, for the purpose of applying a particular policy. The employee shall make a written request explaining to Human Resources why the employee believes that this individual should be considered a member of their family. If Human Resources concurs, they shall forward a recommendation to the City Manager for approval. The City Manager shall decide to approve or deny the request. (If the definition of immediate family is

different in certain approved benefit plans or leave policies; the provisions of those plans or policies will govern.)

20.3 On-Call or Standby

Specific assignment of an employee during off-hours to be available to come to work if needed.

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21. ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I hereby certify and acknowledge that I have read and fully understand the contents of this Employee Handbook. I also acknowledge that I have been given the opportunity to discuss any policies and guidelines contained in this handbook with a City representative. I agree to abide by the policies set forth in this handbook and understand that compliance with these policies is necessary for continued employment. My signature below certifies my knowledge, acceptance and adherence to the City's policies, rules and regulations. An employee who refuses or fails to sign this acknowledgement shall still be required to abide by the City's policies, rules and regulations.

Further, I acknowledge and understand:

- This Handbook represents a brief summary of some of the more important City policies, procedures and benefits. It is not all-inclusive.
- The City of Sammamish retains the sole right to change, modify, suspend, interpret, or cancel, in whole or in part, any of the published or unpublished City policies or procedures.
- The policies and procedures contained in this handbook do not create, nor are they intended to create a contract of employment or a guarantee of employment, benefits or any terms of employment. Employment may be terminated at the will of either the employer or the employee with or without cause and with or without notice at any time by me or the City of Sammamish. No City representative, except for the City Manager, has authority to enter into any agreement of employment for a specified length of time except in writing and signed by the City Manager or Mayor.

Signature _____ **Date** _____

Print Name _____

By signing this form, I acknowledge that this Employee Handbook replaces all previous versions and handbooks. This handbook is intended to complement, and does not supersede, any separate employment agreement which I may have signed with the City of Sammamish.

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Agenda Bill

City Council Regular Meeting
September 03, 2019

SUBJECT:	Interlocal Agreement with King County to enter into a Cooperative Governmental Purchasing Agreement
DATE SUBMITTED:	August 12, 2019
DEPARTMENT:	Facilities & Fleet
NEEDED FROM COUNCIL:	☑ Action ☐ Direction ☐ Informational
RECOMMENDATION:	Authorize the City Manager to enter into a Cooperative Governmental Purchasing Agreement with King County.
EXHIBITS:	Exhibit #1: King County Interlocal Agreement

BUDGET:

Total dollar amount	$0	☐ **Approved in budget**
Fund(s)	n/a	☐ **Budget reallocation required**
		☑ **No budgetary impact**

WORK PLAN FOCUS AREAS:

☐	Transportation	☐	Community Safety
☐	Communication & Engagement	☐	Community Livability
☑	High Performing Government	☐	Culture & Recreation
☐	Environmental Health & Protection	☑	Financial Sustainability

NEEDED FROM COUNCIL:

Shall City Council authorize the City Manager to sign the Interlocal Agreement with King County in order to utilize their existing equipment and supplies contracts?

KEY FACTS AND INFORMATION SUMMARY:

The Cooperative Purchasing Agreement Interlocal Agreement (ILA) allows the City to purchase various equipment and supplies from contracts that King County has competitively bid and awarded. According toRCW 39.34.030(2) any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter. "Appropriate action by ordinance, resolution or otherwise pursuant to law of the government bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

The goal is to save staff time and potentially receive cost savings by using contracts that have already been competitively bid by the King County Procurement Section.

FINANCIAL IMPACT:

There are no anticipated additional costs.

OTHER ALTERNATIVES CONSIDERED:

Council may choose not to enter into this ILA with King County. We will not then be able to take advantage of contracts that have been competitively bid by the County which would cost the City time and potentially more costs.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Purchasing Manual April, 2008 (revised 4/5/2010)

- Buy competitively and wisely to obtain maximum value for public funds expended.

Cooperative Purchasing Agreement

King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
Chinook Building
401 Fifth Avenue, 3rd Floor
206-263-9400 TTY Relay: 711

In accordance with Chapter 39.34 RCW, King County and the City of Sammamish agree to a cooperative governmental purchasing agreement for various equipment and supplies using King County's competitively awarded contracts.

King County therefore extends the use of its contracts to the City of Sammamish to the extent provided by law and upon the following terms:

(1) The vendor(s) agree to extend to the City of Sammamish the terms and conditions of King County's contract(s).

(2) The City of Sammamish accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by the City of Sammamish shall be effected by a purchase order from the City of Sammamish and directed to the vendor.

(3) King County accepts no responsibility for the performance of any of the purchasing contracts by the vendor.

(4) King County accepts no responsibility for payment of the purchase price by the City of Sammamish.

This agreement may be revoked at any time in writing by either party

Accepted for King County	Accepted for: City of Sammamish
_____	Rick Rudometkin
_____	_____
Chief Procurement Officer	City Manager, City of Sammamish
Date: _____	Date: Type "date" here.

Rev. 01/21/2016, King County Piggyback Agreement.doc

King County Procurement & Contract Services
401 5th Avenue, MS – CNK-ES-0340
Seattle, WA 98104
Email Procurement.Web@kingcounty.gov

801 228th Avenue SE
Sammamish, WA 98074

Email: RRudometkin@sammamish.us

Draft

MINUTES
City Council Regular Meeting

6:30 PM - July 16, 2019
City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:
Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Councilmember Hornish attended via a Teleconference call

Staff Present:
City Manager Rick Rudometkin
Director of Parks & Recreation Angie Feser
Deputy Director of Public Works Cheryl Paston
City Engineer Andrew Zagars
Deputy Director of Finance & Risk Management Chris Gianini
Police Chief Michelle Bennett
Communications Manager/Public Information Officer Sharon Gavin
IT Director Jim Hominiuk
City Attorney Michael Kenyon
Deputy Clerk Lita Hachey

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Councilmember Valderrama led the pledge.

APPROVAL OF AGENDA

MOTION: Councilmember Ramiro Valderrama moved to approve the agenda. Deputy Mayor Karen Moran seconded. Motion carried unanimously 6-0 with Councilmember Jason Ritchie absent.

Draft

PUBLIC COMMENT

Mary Wictor, 408 208 Ave NE, spoke regarding zoning in the Inglewood area, stormwater issues and gave a demonstration. (submitted written comments available upon request to the City Clerk).

Paul Minear, 27239 NE 31st Pl, spoke regarding the Open Data and to have it available in Sammamish.

David Steele, 2203 Sahalee Dr E, spoke regarding any proposed Sahalee Way improvements.

Arthur Goldman, 4410 231st, spoke regarding the Community Center project (YMCA).

James Eastman, 196th Ave NE, spoke regarding the Transportation Improvement Plan.

Stephanie Rudat Stevens, 2120 Sahalee Dr E, spoke regarding the Sahalee Way safety improvements that can be done now. This should include making bus stops safer.

Chief Jeff Clark, Fire Chief with Eastside Fire & Rescue (EF&R), spoke about three items from their last meeting. The first item was a discussion on governance. Two models of interest are the public utility model and a governmental non-profit. They also had a mutual aid discussion which was referred to the FAC. He also requested that the FAC take up staffing of the aid unit, 24 hours a day.

Mayor Malchow stated that Chief Clark was given awards himself. He was given the EFGR Award (Employer Support of the Guard and Reserve) and the Patriot Award. The Patriot award is given to an employer who is supportive of a firefighter from Station 71. This firefighter serves our country in the National Guard and is frequently gone on duty.

CONSENT CALENDAR

Payroll: For the Period Ending June 30, 2019 For a Pay Date of July 5, 2019 in the Amount of $502,592.94

Approval: Claims For Period Ending July 16, 2019 In The Amount Of $1,889,544.04 For Check No. 54432 Through 54547

Resolution: approving the Final Plat for Astera Subdivision (FKA Cedar Hill), FSUB2019-00298 (R2019-840)

Resolution: Approving The 2019 Comprehensive Solid Waste Management Plan for The King County Solid Waste System (R2019-841)

Resolution: Authorizing Application for Funding Assistance For A Washington State Recreation And Conservation Office (RCO), Brian Abbot Fish Barrier Removal Board Grant For The George Davis Creek Fish Passage Project. (R2019-842)

Resolution: Authorizing Application for Funding Assistance For A Washington State Recreation And Conservation Office (RCO), Brian Abbot Fish Barrier Removal Board Grant For The Ebright Creek Fish Passage Project. (R2019-843)

Draft

Resolution: Final Acceptance of 2018 Pavement Program - Overlay (R2019-844)

Authorization Bid Award: Beaton Hill Park - House Demolition Authorization

Authorization Bid Award: Beaver Lake Maintenance Shop Roof Replacement Project

Approval Bid Award: Neighborhood Ditch and Drainage Maintenance / Swofford Excavating

~~**Approval**: Supplemental Agreement No. 7 - 2013 Concurrency Management and On Call Transportation Services/ David Evans & Associates, Inc~~

Approval: Inter-Agency Agreement with City of Issaquah for Laughing Jacobs Basin Plan

Contract Approval: 2019-2021 Mobile Automotive Repair

Approval: Purchase of a pre-fabricated restroom building for Big Rock Park - Site B

Approval: Minutes for the June 18, 2019 Regular Meeting

Approval: Minutes for the July 2, 2019 Regular Meeting

Approval: Minutes for the July 9, 2019 Special Meeting

Deputy Mayor Moran requested to remove Item # 11 - Approval: Supplemental Agreement No. 7 - 2013 Concurrency Management and On Call Transportation Services/ David Evans & Associates, Inc.

MOTION: Councilmember Jason Ritchie moved to approve the consent agenda as amended. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

PRESENTATIONS / PROCLAMATIONS

Presentation: Police Life Saver Awards

Chief Michelle Bennett and Sgt. Ross Curry presented the Police Life Saver Awards to the following officers:

- **Officer Joseph Hempvill** - called to an AED request and saved the life of a 15-year old individual.
- **Officer Eric Lux** - called to an AED response and saved the life of a 34-year old individual.
- **Officer Ryan Chandler** - called to an AED response and saved the life of an individual at their home.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

Item # 11 - Approval: Supplemental Agreement No. 7 - 2013 Concurrency Management and On Call Transportation Services/ David Evans & Associates, Inc.

Draft

Cheryl Paston, Interim Director of Public Works and Andrew Zagars, City Engineer responded to questions from Council.

MOTION: Councilmember Tom Hornish moved to approve the Supplemental Agreement No. 7 - 2013 Concurrency Management and On Call Transportation Services/ David Evans & Associates, Inc. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Discussion: SE 8th St - 218th Ave SE Corridor Preliminary Analysis Preliminary Design Contract/ Perteet Inc.

Cheryl Paston, Interim Director of Public Works, Andrew Zagars, City Engineer and Chris Gianini, Deputy Finance Director, led the Council in discussion on the contract with Perteet Inc. for the SE 8th St - 218th Ave SE Corridor Preliminary Analysis Preliminary Design.

MOTION: Councilmember Pam Stuart moved to approve the contract for the SE 8th St - 218th Ave SE Corridor Preliminary Analysis Preliminary Design Contract/ Perteet Inc. Councilmember Jason Ritchie seconded. Motion carried 6-1 with Councilmember Tom Hornish dissenting.

Discussion: 2020-2025 Transportation Improvement Plan and Funding Options

Cheryl Paston, Interim Director of Public Works, Andrew Zagars, City Engineer and Chris Gianini, Deputy Finance Director, led the Council in discussion on the 2020-2025 Transportation Improvement Plan and Funding Options.

MOTION: Deputy Mayor Karen Moran moved to (MAIN MOTION) direct the City Manager and Staff to show the possible improvements to level of service (LOS) at intersections on Sahalee Way at present and the impact by 2035, to show the necessary improvements (using model) to street segments to ensure they work through 2035, non-motorized options between intersections for safety improvements (up to NE 37 Way), and analysis of V/C ratio of the segments if the intersections are operating at LOS "D" or "E" by 2035 . Working with a engineering firm, with which the City has a current contract or Perteet Inc., for results ASAP, with an update to Council by September 17, 2019 Regular Meeting. Councilmember Jason Ritchie seconded. Motion carried 5-2 with Councilmember Chris Ross and Councilmember Tom Hornish dissenting.

MOTION: Councilmember Tom Hornish moved to (AMENDMENT) direct staff to set a public hearing to amend the TIP to remove the Sahalee Way NE: NE 25th to North City Limits and Sahalee Way NE: NE 12th to NE 25th Way. (No. 5 & 6 - Project No. TR-05 & TR-__ (new)) from the TIP. Councilmember Pam Stuart seconded. Motion failed 1-6 with Councilmember Pam Stuart, Mayor Christie Malchow, Deputy Mayor Karen Moran, Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, and Councilmember Chris Ross dissenting.

MOTION: Councilmember Ramiro Valderrama moved to call the question. Councilmember Tom Hornish seconded. Motion carried 6-1 with Mayor Christie Malchow dissenting.

NEW BUSINESS

None

COUNCIL REPORTS/ CITY MANAGER REPORT

Report: Mayor Christie Malchow submitted a written report. She requested feedback from Council

Draft

relating to VISION 2050.

Report: Councilmember Stuart spoke regarding Chief Clark's comments earlier and to have Council agree on the action needed at the PIC meeting in September.

Report: Deputy Mayor Moran spoke about EF&R report and encouraged Council to review as it will be coming to Council in September.

Report: Councilmember Ritchie spoke about a meeting he attended last Friday with the Mayor, Rick Rudometkin and Staff to discuss Klahanie and the effect the road closure will have on the neighborhood.

Report: Rick Rudometkin, City Manager submitted a written report.

He added information about the Fall-City Metropolitan Park District deannexation.

He also read the following statement about the 2020 docket requests:
"Through the adoption of updated procedures earlier this year for amending the Sammamish Comprehensive Plan and development codes, the City now accepts docket requests throughout the entire year. However, docket requests received by the end of business on August 5 will be considered by the Planning Commission and City Council later this year for approval. Any requests docketed or approved by City Council will be scheduled for legislative review in 2020. Questions and inquiries can be directed to Miryam Laytner, Senior Management Analyst with the Community Development Department."

EXECUTIVE SESSION

None

ADJOURNMENT

The meeting adjourned at 9:17 pm.

MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 7-0.

Lita Hachey, Deputy City Clerk

Christie Malchow, Mayor

Draft

MINUTES
City Council Special Meeting

4:00 PM - August 20, 2019
City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the special meeting of the Sammamish City Council to order at 4:00 p.m.

Councilmembers Present:
Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Councilmembers Hornish and Valderrama participated via teleconference call.

Staff Present:
City Manager Rick Rudometkin
Deputy Director of Community Development David Pyle
Deputy Director of Public Works Cheryl Paston
City Engineer Andrew Zagars
Communications Manager/Public Information Officer Sharon Gavin
Traffic Engineer Steven Chen
City Attorney Michael Kenyon
City Clerk Melonie Anderson

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Deputy Mayor Moran led the pledge.

APPROVAL OF AGENDA

MOTION: Deputy Mayor Karen Moran moved to approve the agenda. Councilmember Ramiro Valderrama seconded. Motion carried 6-1 with Councilmember Pam Stuart dissenting.

Draft

NEW BUSINESS

Discussion: The Need, Process and Potential for Reconsideration of the Transportation Improvement Plan

Acting Public Works Director Cheryl Paston gave the staff report.

Councilmember Pamela Stuart left the meeting at 5:05 pm

EXECUTIVE SESSION

Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council adjourned to Executive Session at 5:59 pm and returned at 6:30 pm.

Discussion: The City's Traffic Model Including the Manner in Which the Adopted Six-Year Transportation Improvement Plan is Incorporated into the Traffic Model for Purposes of Determining Traffic Concurrency

Acting Public Works Director, Cheryl Paston gave the staff report and Josh Anderson, consultant with David Evans & Associates (DEA) assisted in discussions with City Council. Mr. Anderson attended via a tele-conference call.

MOTION: Deputy Mayor Karen Moran moved to extend the meeting to 7:30 pm Councilmember Chris Ross seconded. Motion carried unanimously 5-0 with Councilmember Ramiro Valderrama and Councilmember Pam Stuart absent.

MOTION: Mayor Christie Malchow moved to direct the City Manager to have staff remove the Sahalee Way Corridor Project from the Six Year Transportation Improvement Project List for use in Concurrency Testing until Staff brings back the Sahalee Project options that were slated for the September 17, 2019 City Council Meeting Councilmember Tom Hornish seconded. Motion carried 4-1 with Councilmember Jason Ritchie dissenting, Councilmember Ramiro Valderrama and Councilmember Pam Stuart absent.

Discussion: The Need, Process and Potential for Reconsideration of the Transportation Improvement Plan

There was no further discussion on this item.

MOTION: Deputy Mayor Karen Moran moved to direct the City Manager to perform an independent audit of the concurrency certificates that were released for the Town Center. Councilmember Chris Ross seconded. Motion carried 4-1 with Councilmember Jason Ritchie dissenting, Councilmember Ramiro Valderrama and Councilmember Pam Stuart absent.

MOTION: Mayor Christie Malchow moved to amend the Main Motion to limit the audit to assumptions and inputs that have gone into the model. Councilmember Tom Hornish seconded. Motion carried 4-1 with Councilmember Jason Ritchie dissenting, Councilmember Ramiro Valderrama and Councilmember Pam Stuart absent.

PUBLIC COMMENT

Ken Gamblin, 1830 210 Pl NE, Representing Save Sammamish, spoke regarding the City's concurrency process.

Draft

Vind, 23599 36th Ct, urged Council to make improvements based on current conditions on the ground.

Celia Wu, 2729 204th Lane NE, concerned that Council is favoring developers over the residents.

Renee Warfrom on behalf of Amy Barley, spoke regarding increased traffic in the city.

Stephanie Rudat Stevens, 2120 Sahalee Drive E, spoke regarding involving more residents in city actions.

Jennifer Coomes, encouraged Council to reassess the Six Year TIP and increase affordable housing.

Chris Greggson, 2948 224th Place SE, posed some questions to Council and Staff.

Mary Wictor, 408 208th Avenue SE, spoke regarding critical areas.

Tom Odell, spoke about the concurrency process.

ADJOURNMENT

The meeting adjourned at 7:11 pm.

MOTION: Deputy Mayor Karen Moran moved to adjourn. Councilmember Jason Ritchie seconded. Motion carried unanimously 5-0 with Councilmember Ramiro Valderrama and Councilmember Pam Stuart absent.

Melonie Anderson, City Clerk

Christie Malchow, Mayor

PROCLAMATION

WHEREAS, the population on the Eastside continues to grow rapidly, increasing by 36% or over 100,000 residents since 2010; and

WHEREAS, over 30% of these newcomers have arrived from places outside the United States; and

WHEREAS, more than one-third of Eastside residents now speak a language other than English at home; and

WHEREAS, diversity is the lifeblood of our community, bringing fresh perspectives and new ideas, innovation, and entrepreneurial spirit, leadership, and hard workers; and

WHEREAS, our success depends on ensuring that all our residents feel welcome here;

NOW, THEREFORE, WE, THE MAYORS OF BELLEVUE, ISSAQUAH, KIRKLAND, REDMOND, AND SAMMAMISH, WASHINGTON, proclaim September 13 through 22, 2019, as

EASTSIDE WELCOMING WEEK

in our cities and call on all our residents to join together to build stronger communities and participate in one or more of the dozens of Welcoming Week events across the Eastside.

John Chelminiak, Mayor
City of Bellevue

9-3-19
Date

Mary Lou Pauly, Mayor
City of Issaquah

9.3.19
Date

Penny Sweet, Mayor
City of Kirkland

9-3-2019
Date

John Marchione, Mayor
City of Redmond

September 3, 2019
Date

Christie Malchow, Mayor
City of Sammamish

9-3-2019
Date

City of Sammamish

Sammamish, Washington

~ Proclamation ~

Childhood Cancer Awareness Month

WHEREAS, each year in the United States more than 15,000 children from birth to 19 years old were diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and

WHERAS, each year worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about every 3 minutes a family will hear the words 'Your child has cancer'; and

WHEREAS, although the five-year survival rate for childhood cancers has reached 80 percent, nearly 2,000 American children under the age of nineteen still die each year from cancer, making it the leading killer of children by disease; and

WHEREAS, those that do survive will face at least one chronic health condition later on in life – not limited, but including – heart, liver, lung damage, infertility, secondary cancers and growth deficits; and

WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children's developmental needs and other factors; and

WHEREAS, hundreds of children are being treated for cancer in Washington State; and

WHEREAS, Washington is a caring state and community that supports children and families;

NOW, THEREFORE, I, Mayor Christie Malchow on behalf of the Sammamish City Council, do hereby proclaim September 2019 as

Childhood Cancer Awareness Month

Signed this 3rd day of September, 2019

Mayor Christie Malchow

Agenda Bill

City Council Regular Meeting
September 03, 2019

SUBJECT:	Stormwater Code Amendments
DATE SUBMITTED:	June 21, 2019
DEPARTMENT:	Public Works
NEEDED FROM COUNCIL:	☑ Action ☐ Direction ☐ Informational
RECOMMENDATION:	Adopt stormwater code amendments for Critical Drainage Areas.
EXHIBITS:	1. Exhibit 1 - Ordinance and Storm Code Amendments 2. Exhibit 2 - Presentation Storm Code Amendments

BUDGET:

Total dollar amount	0	☐ **Approved in budget**
Fund(s)	0	☐ **Budget reallocation required**
		☑ **No budgetary impact**

WORK PLAN FOCUS AREAS:

☐	Transportation	☑	Community Safety
☐	Communication & Engagement	☐	Community Livability
☐	High Performing Government	☐	Culture & Recreation
☑	Environmental Health & Protection	☐	Financial Sustainability

NEEDED FROM COUNCIL:

Shall the Council adopt the stormwater code amendments for Critical Drainage Areas?

KEY FACTS AND INFORMATION SUMMARY:

During the March 5, 2019 Regular City Council Meeting, staff provided City Council with a high level review of the issues with existing stormwater code as regulated under Critical Drainage Areas. City Council provided direction on thresholds for drainage review, as well as criteria in which the director may consider exemption of certain applications from tightline, flow control, and water quality treatment requirements.

On March 27, staff invited key stakeholders in the community to meet to discuss the draft amended stormwater code and received their input on two drafts of the amended code. Additional discussion at the July 2, 2019 Regular City Council Meeting provided City Council input which was incorporated to

the draft code. Exhibit 1 provides City Council with the ordinance for adoption and the redlined amended stormwater code and associated sections of the Sammamish Addendum to the 2016 King County Surface Water Design Manual.

FINANCIAL IMPACT:

There is no immediate financial impact in providing staff with direction to finalize stormwater code amendments as related to Critical Drainage Areas.

OTHER ALTERNATIVES CONSIDERED:

If the Council does not adopt the stormwater code amendments, then staff cannot implement the changes they directed staff to make.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City Comprehensive Plan:

Environment and Conservation

- Goal EC.1 Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- Goal EC.2 Protect people, property and the environment in areas of natural hazards
- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2019_____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTERS 13.10 AND 13.20 OF THE SAMMAMISH MUNICIPAL CODE RELATED TO SURFACE WATER MANAGEMENT; AMENDING SAMMAMISH MUNICIPAL CODE CHAPTER 21A.15 RELATED TO TECHNICAL TERMS AND LAND USE DEFINITIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Sammamish Municipal Code ("SMC") Chapter 21A.15 contains technical terms and land use definitions; and

WHEREAS, the City desires to move the technical terms and land use definitions of "Critical Drainage Area" and "Landslide Hazard Drainage Area" to a more appropriate Chapter of the SMC; and

WHEREAS, Title 13 SMC contains development regulations for surface and stormwater management; and

WHEREAS, Chapter 13.10 SMC contains definitions related to surface water management and is a more appropriate chapter to codify the definitions listed above; and

WHEREAS, the City adopted Ordinance 2016-428 and Ordinance 2016-429 regulating city-wide stormwater requirements which updated the King County Surface Water Design Manual ("KCSWDM") and incorporated requirements for low impact development and such ordinances included amendments to Chapters 13.10 and 13.20 SMC; and

WHEREAS, the City has also adopted addenda to the KCSWDM ("Sammamish Addendum") that amends portions of the County standards to better reflect the local conditions and policies of the City of Sammamish; and

WHEREAS, the City now wishes to amend the Sammamish Addendum to reflect the code changes described herein; and

WHEREAS, the Planning Commission held a work session on September 6, 2017, and public hearings on September 21, 2017 and October 5, 2017 related to the proposed amendments to the SMC; and

WHEREAS, on November 13, 2017, the City Council held a study session related to the proposed amendments to Chapters 13.10, 13.20, and 21A.15 SMC; and

Exhibit 1

WHEREAS, on August 5, 2019, the City transmitted a copy of the stormwater code amendments to the Washington State Department of Commerce ("Commerce") in accordance with RCW 36.70A.106, and Commerce granted expedited review on August 26, 2019; and

WHEREAS, on August 16, 2019, a Determination of Non-Significance was issued for the stormwater code amendments and in accordance with Chapter 43.21C RCW, the State Environmental Policy Act, and sent to state agencies and interested parties; and

WHEREAS, on September 3, 2019, the City Council held a public hearing on the proposed amendments to Chapters 13.10, 13.20, and 21A.15 SMC related to stormwater regulations; and

WHEREAS, the City Council has considered the Planning Commission's recommendations, public comment, and other available information relevant thereto; and

WHEREAS, the City Council wishes to amend Chapters 13.10, 13.20, and 21A.15 SMC, and the City of Sammamish Addendum to the 2016 King County Surface Water Design Manual related to stormwater regulations, as specified herein, to protect the public health, safety and welfare of the City;

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

Section 1. Chapter 13.10 SMC, Amended. Sammamish Municipal Code Chapter 13.10 ("Definitions") is hereby amended to read as set forth in Attachment A hereto and by this reference fully incorporated herein. In all other respects, Chapter 13.10 SMC shall remain in full force and effect as currently adopted.

Section 2. Chapter 13.20 SMC, Amended. Sammamish Municipal Code Chapter 13.20 is hereby amended to read as set forth in Attachment B hereto and by this reference fully incorporated herein. In all other respects, Chapter 13.20 SMC shall remain in full force and effect as currently adopted.

Section 3. Chapter 21A.15 SMC, Amended. Sammamish Municipal Code Chapter 21A.15 is hereby amended to read as set forth in Attachment C hereto and by this reference fully incorporated herein. In all other respects, Chapter 21A.15 SMC shall remain in full force and effect as currently adopted.

Section 4. KCSWDM Sammamish Addendum, Amended. The KCSWDM Sammamish Addendum is hereby amended to read as set forth in Attachment D hereto and by this reference fully incorporated herein. In all other respects, the KCSWDM Sammamish Addendum shall remain in full force and effect as currently adopted.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of

Exhibit 1

this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____DAY OF _____, 2019.

CITY OF SAMMAMISH

_____
Mayor Christie Malchow

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Mike Kenyon, City Attorney

Filed with the City Clerk:
First Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

EXHIBIT A

Chapter 13.10
DEFINITIONS

Sections:

13.10.120 Conveyance system.
13.10.125 Critical Drainage Area
13.10.130 Department.

13.10.360 Land disturbing activity.
13.10.365 Landslide Hazard Drainage Area
13.10.370 Land use code.

13.10.125 ~~21A.15.255~~ Critical drainage area.

"Critical drainage area" means an area that requires more restrictive regulation than City standards afford in order to mitigate ~~severe~~ water quality, flooding, ~~drainage,~~ severe erosion, or landslide ~~sedimentation~~ problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas as mapped or as determined by the City. Site specific evaluation shall be made to assess all areas.

13.10.365 ~~21A.15.681~~ Landslide hazard drainage area.

"Landslide hazard drainage areas" means critical drainage areas ~~applied to sites~~ where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680. Landslide hazard areas are also considered landslide hazard drainage areas. Mapped landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as landslide hazard drainage areas may meet this definition.

EXHIBIT B

SMC 13.20.020 Drainage review – When required – Type.

(1) Drainage review is required when any proposed project is subject to a City of Sammamish development permit or approval and:

(a) Would result in 2,000 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface; or

~~(i) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within an historic plat as defined and mapped in Attachment B at the end of this section; or~~

~~(ii) Would result in 500 square feet or more of new impervious surface within a landslide hazard drainage area as defined in the adopted Sammamish Addendum to the Surface Water Design Manual; or~~

(b) Would involve 7,000 square feet or more of land disturbing activity; or

(c) Would construct or modify a drainage pipe or ditch that is 12 inches or more in size or depth or receives surface and stormwater runoff from a drainage pipe or ditch that is 12 inches or more in size or depth; or

(d) Contains or is adjacent to a flood hazard area as defined in SMC Title 15 or 21A; or

~~(e) Is located within a critical drainage area; or~~

(e) When located within a Critical Drainage Area draining to Pine or Beaver Lakes and meets any one of the following conditions:

(i) Would result in a new single-family dwelling unit, accessory dwelling unit, multi-family, or commercial facility; or

(ii) Would result in a net increase in impervious surface of 500 square feet or more; or

(iii) Would involve 2,000 square feet or more of land disturbing activity.

(f) When located within a Critical Drainage Area draining to a landslide hazard area and meets any one of the following conditions:

(i) Would result in a new single-family dwelling unit, accessory dwelling unit, multi-family, or commercial facility; or

(ii) Would result in a net increase in impervious surface of 200 square feet or more; or

(iii) Would involve 2,000 square feet or more of land disturbing activity.

(g) When located within a Critical Drainage Area in the Tamarack or Inglewood Historic Plats and would result in any net increase in impervious surface;

~~(f)~~(h) Is a redevelopment project proposing $100,000 or more of improvements to an existing high-use site.

13.20.040 Critical drainage ~~and/or critical erosion~~ areas.

(1) Development in areas where the department has determined that the existing water quality, flooding, severe erosion, or landslide ~~flooding, drainage and/or erosion~~ conditions present an imminent likelihood of harm to the welfare and safety of the surrounding community shall meet special drainage requirements set by the D~~d~~irector until such time as the community hazard is alleviated. ~~Such conditions may include the limitation of the volume of discharge from the subject property to predevelopment levels, preservation of wetlands or other natural drainage features or other controls necessary to protect against community hazard~~.

(2) Single-family development located in landslide hazard drainage areas shall be limited to a maximum of 35% impervious surface on each lot until such time as the Director has determined that infrastructure is on-line and operational to mitigate the risk to downslope hazards.

(3) Single family development located in areas that drain to Pine or Beaver Lakes shall be subject to minimum yard areas and maximum impervious surfaces in accordance with SMC 21A.25.030.

(4) Low impact development techniques shall be used to the maximum extent feasible for all critical drainage areas.

(5) Development proposed within a critical drainage area shall not qualify for exemption or exception from core requirements in the Surface Water Design Manual except for Director approved exemptions and exceptions for Core Requirement Nos. 1, 3, and 8 as provided below:

(a) The Director may approve an exemption or exception request, prepared by a Washington State licensed professional engineer using sound engineering principles and judgment, from tightline requirements in Core Requirement No. 1 (Discharge at the Natural Location) which can demonstrate the following condition:

(i) Discharge is to an acceptable location where surface and groundwater will not damage downslope properties, will not increase the risk of landslides or severe erosion on such properties, will not discharge to streams of gradient 15% or more, and will not be located upgradient of a septic drain field or its reserve field as measured within a 100-foot radius around the discharge location. Examples of acceptable discharge locations include, but are not limited to: Ditch and culvert systems that meet capacities in accordance with Core Requirement No. 4 (Conveyance System) for full build-out conditions and/or locations where the cumulative effects of discharges will not increase the risk of landslides or severe erosion and is supported by a geotechnical engineering report prepared by a Washington State professional licensed geotechnical engineer and peer reviewed by the City Engineer or his/her designee.

(ii) For projects proposing a net increase in impervious surface and located in Critical Drainage Areas in the Tamarack or Inglewood Historic Plats, no exemption to tightline requirements shall be approved.

(iii) Where a tightline system is proposed, discharge shall be to a City owned, operated, and maintained system or where the City has or is granted an easement for the inspection, maintenance, repair, and replacement of the tightline system properly sized to convey the cumulative full build-out of flows. Basin transfers may be allowed if downstream wetland hydrology and stream flows are maintained and the risk of landslides, severe erosion, and flooding related property damage will not increase for downslope properties. Pumped systems shall only be allowed where existing structures and access will not be damaged in the event of pump failure.

(b) The Director may approve an exemption or exception request from Core Requirement No. 3 (Flow Control) and/or Core Requirement No. 8 (Water Quality), prepared by a Washington State licensed professional engineer using sound engineering principles and judgment, which can demonstrate that site conditions or strict adherence to the Core Requirements would negatively affect the site's ability to mitigate its surface water impacts. Such site conditions and adherence to the Core Requirements may include, but are not limited to, the following:

(i) Significant trees would be damaged or require removal to install such facilities; or

(ii) Siting formal flow control or water quality facilities on site would result in significant increased risk to landslide hazard areas; or

(iii) Sizing a flow control facility is not feasible where the target release rate cannot be matched with a minimum orifice size of 0.25-inch diameter.

(c) No exemptions or exceptions to Core Requirement Nos. 1, 3, and 8 shall be granted when the Director deems that granting such exemption/exception request would cause significant impact to downstream properties, natural resources, and/or public infrastructure. Minimum thresholds for core requirements as described in the Surface Water Design Manual shall be met without exemption or exception.

~~Where alternate facility designs or methods will produce a compensating or comparable result in the public interest and which will meet this section's objectives of safety, function, appearance, environmental protection and maintainability, based upon sound engineering judgment, an adjustment to the special drainage requirements promulgated under this section may be proposed; provided, that the resulting development shall be subject to all of the remaining terms and conditions of this chapter~~.

(6) Where application of this section will deny all reasonable use of a property and a facility or design that produces a compensating or comparable result cannot be obtained, then an adjustment criterion exception may be approved pursuant to the applicable provisions of the Surface Water Design Manual. ~~a best practicable alternative may be approved by the director according to the~~

Exhibit B-3

~~adjustment process defined in the Surface Water Design Manual.~~ These standards are in addition to the applicable standards of Chapter 21A.50 SMC.

Exhibit B-4

EXHIBIT C

Chapter 21A.15
TECHNICAL TERMS AND LAND USE DEFINITIONS

Sections:

21A.15.254 Critical areas.
~~21A.15.255 Critical drainage area.~~
21A.15.260 Critical facility.

21A.15.680 Landslide hazard areas.
~~21A.15.681 Landslide hazard drainage area.~~
21A.15.683 Least visually obtrusive profile.

~~**21A.15.255 Critical drainage area**~~
~~"Critical drainage area" means an area that requires more restrictive regulation than City standards afford in order to mitigate severe flooding, drainage, erosion, or sedimentation problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas.~~

~~**21A.15.681 Landslide hazard drainage area.**~~
~~"Landslide hazard drainage area" means a critical drainage area applied to sites where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680.~~

EXHIBIT D

CHAPTER 1 – Drainage Review and Requirements

The City of Sammamish has made several minor changes to Chapter 1 of the 2016 KCSWDM. This chapter provides replacement and supplemental text for specific sections of Chapter 1. Apart from these changes, the King County version of Chapter 1 applies for proposals in the City of Sammamish. The City's changes to the County document are as follows:

- **Key Terms and Definitions (page 1-1 of the 2016 KCSWDM) —** Replace all references to KCC 21A with SMC 21A. In addition, the following changes to specific terms apply:

Term (page)	Action
Critical Drainage Area (p 1-2)	Replace as follows per ~~SMC 21A.15.255~~ SMC 13.10.125: "Critical drainage area" means an area that requires more restrictive regulation than city-~~county~~wide standards afford in order to mitigate water quality, flooding, severe erosion, or landslide~~, severe flooding, drainage, erosion, or sedimentation~~ problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas as mapped or as determined by the City. Site specific evaluation shall be made to assess all areas. ~~(Ord.O2003-132 § 10).~~ Critical drainage areas are defined in ~~SMC 21A.15.255~~ SMC 13.10.125 and are regulated in SMC 13.20 and SMC 21A.50.355 Lake management areas – Special District overlay.
Landslide Hazard Drainage Area (p 1-5)	Replace as follows: "Landslide hazard drainage area" is a critical drainage area and are areas where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680. Landslide hazard areas are also considered landslide hazard drainage areas. Mapped landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as landslide hazard drainage areas may meet this definition. Landslide Hazard Drainage Areas are defined in SMC 13.10.365 and are regulated as Critical Drainage Areas.

- **Section 1.1.1 PROJECTS REQUIRING DRAINAGE REVIEW (page 1-12 of the 2016 KCSWDM) —** Delete numbers 1 through 6 and replace with the following: ~~Replace the "King County Permits and Approvals" table with the following table and adding new numbers 7 and 8~~

  ~~7. Projects located in landslide hazard drainage areas that will result in 500 square feet or more of new impervious surface.~~
  ~~8.~~ Projects as listed in SMC 13.20.020.

Figure 1.1.2.A FLOW CHART FOR DETERMINING TYPE OF DRAINAGE REVIEW REQUIRED (page 1-14 of the 2016 KCSWDM) Amending Figure 1.1.2.A such that the first box reads:

Is the project a **single family residential** ~~or **agricultural**~~ **project** that meets any one of the criteria for drainage review as listed in SMC 13.20.020 ~~results in >2000 sf of **new** plus **replaced impervious surface** or >7000 sf of **land disturbing activity,** results in less than 5,000 square feet of new plus replaced pollution generating impervious surface, results in less than ¾ acre of pollution generating pervious surfaces, or is a project that results in 500 square feet or more of new impervious surface in a landslide hazard drainage area~~ AND meets one of the following criteria:

1.2.1 CORE REQUIREMENT #1: DISCHARGE AT THE NATURAL LOCATION
Revise Section 1.2.1.2 Discharge Requirements (page 1-26 of the 2016 KCSWDM) as follows:

2. If a proposed project, or any ***natural discharge area*** within a project, is located within a ***Landslide Hazard Drainage Area*** and drains over the erodible soils of a ***landslide hazard area*** with slopes steeper than 15%, THEN a **tightline system must be provided** through the ***landslide hazard area*** to an acceptable discharge point ~~unless the following exception applies~~. The tightline system must comply with the design requirements in Core Requirement #4 and in Section 4.2.2 unless otherwise approved by the Director of ~~DPER~~ Public Works ("Public Works"). Drainage easements for this system must be secured from downstream property owners and recorded prior to engineering plan approval.

~~**Exceptions:** A tightline is not required for any ***natural discharge location*** where DPER approves an alternative system based on a geotechnical evaluation/recommendation from a licensed geotechnical engineer that considers cumulative impacts on the hazard area under built out conditions AND one of all of the following conditions are met:~~

~~b) The developed conditions runoff from the ***natural discharge area*** is less than 0.1 cfs for the 100-year runoff event and will be infiltrated for runoff events up to and including the 100-year event, OR~~

~~c) The *developed conditions runoff volume*[13] from the ***natural discharge area*** is less than 50% of the existing conditions runoff volume from other areas draining to the location where runoff from the ***natural discharge area*** enters the ***landslide hazard area*** onto~~

~~slopes steeper than 15%, AND the provisions of Discharge Requirement 1 are met, OR~~

~~d) DPER Public Works determines that a tightline system is not physically feasible or will create a significant adverse impact based on a soils report by a geotechnical engineer.~~

1.2.9 CORE REQUIREMENT #9: FLOW CONTROL BMPS

Revise section 1.2.9.4.1 USE OF CREDITS BY SUBDIVISION PROJECTS (p 1-97 through p 1-98) as follows:

If a proposed project is a *subdivision project*,[50] implementation of flow control BMPs for plat infrastructure improvements (e.g. road, sidewalk, or other non-lot improvements) is required concurrent with the subdivision improvements. ~~Implementation of flow control BMPs on the individual lots of the subdivision may be deferred until a permit is obtained for construction on each lot and is therefore optional as part of the subdivision project.~~ Flow control BMPs shall be constructed and completely operational prior to recording of final plat or binding site plan.

In order to receive the modeling credits (noted above) for flow control BMPs required for plat infrastructure improvements (e.g. road, sidewalk, or other non-lot improvements), and/or for individual lot BMPs where the applicant elects to implement or make provision for implementation of individual lot BMPs as part of the subdivision project, the following requirements must be met depending on where the
BMPs are located on the ***site***.

C. Subdivision Implementation of BMPs on Individual Lots

These are flow control BMPs installed on a subdivision's proposed lots as part of the subdivision project. For example, the subdivision developer may elect to pre-install some or all of the flow control BMPs required by the individual lot BMP requirements in Section 1.2.9.2. To receive credits for these BMPs, the subdivision project must meet all of the following requirements:

~~(1)~~ (1) The flow control BMPs must be installed and implemented in accordance with the individual lot BMP requirements in Section 1.2.9.2. This includes recording a **declaration of covenant and grant of easement** for each lot with BMPs as specified in Implementation Requirement 3 of Section 1.2.9.2.4. ~~If not all of the required BMPs are installed on a lot as part of the subdivision project, language must be included in the covenant notifying the future lot owner of additional required BMPs.~~

(2) BMPs to be installed on individual lots as part of the subdivision project must be shown on the **site improvement plans** submitted with the engineering plans for the proposed project as specified in Section 2.3.1.2.

(3) Flow control BMPs shall be constructed and completely operational prior to recording of final plat or binding site plan.

~~**D. Subdivision Future Implementation of BMPs on Individual Lots**~~

~~These are flow control BMPs stipulated to be installed on some or all of a subdivision's proposed lots by a declaration of covenant recorded for each such lot. To receive credits for these BMPs, the subdivision project must meet all of the following requirements:~~

1. Demonstrate through a lot-specific assessment that the flow control BMPs stipulated for each lot are **feasible and applicable** according to the individual lot BMP requirements in Section 1.2.9.2 and the BMP design specifications in Appendix C. This lot-specific assessment must be included in the TIR submitted with engineering plans for the subdivision. The assessment shall include any soils reports, calculations, or other information necessary to select and properly apply BMPs.

2. Record a **declaration of covenant and grant of easement** for each lot stipulating the type or types of BMP being proposed for credit. This covenant must be as specified in Implementation Requirement 3 of Section 1.2.9.2.4, except as follows:

   a) The **FCBMP site plan**(s) may be waived depending on the BMPs proposed or may be conceptual, showing only the information necessary to stipulate the type or types of BMP being proposed for credit. For example, if the BMP is full dispersion, the approximate location of future impervious surface and the limits of the "native vegetated flowpath segment" (see Appendix C, Section C.2.1) must be shown. If the BMP is full infiltration, the approximate location of future impervious surface, septic drain field (if applicable), and infiltration devices must be shown. For all other BMPs, the "design and maintenance details" (see Item b below) for each proposed BMP per Appendix C may be sufficient as determined by DPER.

   b) The **FCBMP design and maintenance details** must include the dimensions of all proposed devices, features, and flowpaths, expressed as unit amounts per square foot of impervious surface served or as a percentage of the lot size or impervious surface created.

   c) The **notice** to future lot owners must indicate that they are responsible to install the flow control BMP or BMPs stipulated for the lot prior to final inspection approval of constructed lot improvements. Alternative BMPs that provide equivalent performance may be proposed at the time of permit application for proposed lot improvements. In any case, a revised covenant will need to be recorded to reflect the final approved BMPs and site improvement plan(s).

(4) If **single family residential lots** are being created, a **note** must be placed on the **recorded documents** for the subdivision indicating the following:

   "Single family residences and other improvements constructed on the lots created by this subdivision must implement the flow control best management practices (BMPs) stipulated in the drainage plan declaration of covenant and grant of easement recorded for each lot. Compliance with this stipulation must be addressed in the small project drainage plan submitted for drainage review when application is made for a single family residential building permit for the lot."

(5) If **commercial lots** are being created, a **note** must be placed on the **recorded documents** for the subdivision indicating the following:

"Improvements constructed on the lots created by this subdivision must implement the flow control best management practices (BMPs) stipulated in the drainage plan declaration of covenant and grant of easement recorded for each lot. Compliance with this stipulation must be addressed in the engineering plans submitted for drainage review when application is made for a permit to make improvements to the lot."

Exhibit D-4

~~(6) If a **binding site plan** is being created, a **note** must be placed on the **recorded documents** for the subdivision indicating the following:~~

~~"Improvements constructed on the lots created by this binding site plan must implement the flow control best management practices (BMPs) stipulated in the drainage plan declaration of covenant and grant of easement recorded for each lot. Compliance with this stipulation must be addressed in the engineering plans submitted for drainage review when application is made for a permit to make improvements to the lot."~~

~~**Section 1.3.1 SPECIAL REQUIREMENT #1: OTHER ADOPTED AREA- SPECIFIC REQUIREMENTS (page 1-99 of the 2016 KCSWDM)** — Replace the table in Section 1.3.1 on page 1-100 with the following:~~

~~**Threshold Requirement**~~

~~**Threshold**~~	~~**Requirement**~~
~~If a proposed project is in a basin plan or lake management plan…~~	~~THEN the proposed project shall comply as codified by the City of Sammamish Municipal Code.~~

Exhibit D-5

Public Works Department

Stormwater Code Amendments

City Council Regular Meeting
September 3, 2019

City of Sammamish Washington

Agenda

- Project Timeline
- Review Code Amendments
- Public Hearing/Deliberation

Timeline

Date	Meeting
March 5, 2019*	Reviewed code issues and City Council direction pertaining to Critical Drainage Areas
March 27, 2019	Refined code amendments and met with community stakeholders
June 18, 2019*	Introduced code amendments to City Council
July 2, 2019*	Reviewed code amendments and City Council direction
August 2019	SEPA DNS/Department of Commerce Approval
September 3, 2019*	Public Hearing/Deliberation
September 17, 2019*	City Council Code Adoption

* Indicates a City Council meeting

Review Code Amendments

SMC 13.10.125 Critical Drainage Area

- Revised the location and update the definition
- Requires site specific evaluation to assess all areas

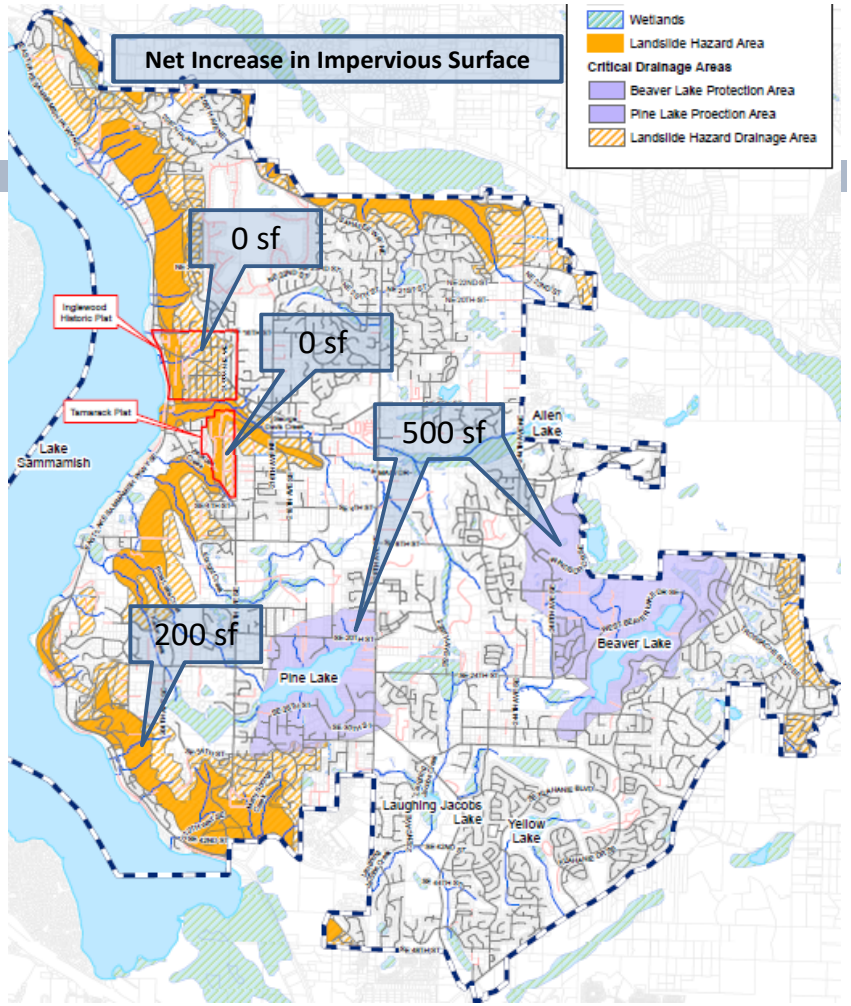
SMC 13.10.365 Landslide Hazard Drainage Area

- Revised the location of the definition
- Clarified that landslide hazard area is also considered a Landslide Hazard Drainage Area

Review Code Amendments

SMC 13.20.020 Drainage Review – When Required – Type

- Removed specific threshold for Inglewood historic plat for consistency
- Drainage review is required when these criteria are met in Critical Drainage Areas



Review Code Amendments

SMC 13.20.040 Critical Drainage Areas

- Added a limit of 35% total impervious surface allowed per lot in Landslide Hazard Drainage Areas (LHDA)
- Added criteria for considering exemptions and exceptions for tightline, flow control, and water quality treatment
  - Specified in Inglewood and Tamarack LHDA that an exemption for the tightline requirement shall not be approved
- Reasonable Use Accommodation
  - Specifies that where application of these requirements will deny all reasonable use, an adjustment criterion exception may be approved

Public Hearing/Deliberation

- September 3 — SEPA Comment Period Closes
  Public Hearing/Deliberation
- September 17 — City Council Code Adoption

Extra Slides

Extra Slides

13.10.125 ~~21A.15.255~~ Critical drainage area.

"Critical drainage area" means an area that requires more restrictive regulation than City standards afford in order to mitigate ~~severe~~ water quality, flooding, ~~drainage,~~ severe erosion, or landslide ~~sedimentation~~ problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas as mapped or as determined by the City. Site specific evaluation shall be made to assess all areas.

13.10.365 ~~21A.15.681~~ Landslide hazard drainage area.

"Landslide hazard drainage areas" means critical drainage areas ~~applied to sites~~ where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680. Landslide hazard areas are also considered landslide hazard drainage areas. Mapped landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as landslide hazard drainage areas may meet this definition.

Extra Slides

SMC 13.20.020 Drainage review – When required – Type.

(1) Drainage review is required when any proposed project is subject to a City of Sammamish development permit or approval and:

(a) Would result in 2,000 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface; or

~~(i) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within an historic plat as defined and mapped in Attachment B at the end of this section; or~~

~~(ii) Would result in 500 square feet or more of new impervious surface within a landslide hazard drainage area as defined in the adopted Sammamish Addendum to the Surface Water Design Manual; or~~

(b) Would involve 7,000 square feet or more of land disturbing activity; or

(c) Would construct or modify a drainage pipe or ditch that is 12 inches or more in size or depth or receives surface and stormwater runoff from a drainage pipe or ditch that is 12 inches or more in size or depth; or

(d) Contains or is adjacent to a flood hazard area as defined in SMC Title 15 or 21A; or

~~(e) Is located within a critical drainage area; or~~

(e) When located within a Critical Drainage Area draining to Pine or Beaver Lakes and meets any one of the following conditions:

(i) Would result in a new single-family dwelling unit, accessory dwelling unit, multi-family, or commercial facility; or

(ii) Would result in a net increase in impervious surface of 500 square feet or more; or

(iii) Would involve 2,000 square feet or more of land disturbing activity.

(f) When located within a Critical Drainage Area draining to a landslide hazard area and meets any one of the following conditions:

(i) Would result in a new single-family dwelling unit, accessory dwelling unit, multi-family, or commercial facility; or

(ii) Would result in a net increase in impervious surface of 200 square feet or more; or

(iii) Would involve 2,000 square feet or more of land disturbing activity.

(g) When located within a Critical Drainage Area in the Tamarack or Inglewood Historic Plats and would result in any net increase in impervious surface;

~~(f)~~(h) Is a redevelopment project proposing $100,000 or more of improvements to an existing high-use site.

Extra Slides

13.20.040 Critical drainage ~~and/or critical erosion~~ areas.

(1) Development in areas where the department has determined that the existing water quality, flooding, severe erosion, or landslide ~~flooding, drainage and/or erosion~~ conditions present an imminent likelihood of harm to the welfare and safety of the surrounding community shall meet special drainage requirements set by the D~~d~~irector until such time as the community hazard is alleviated. ~~Such conditions may include the limitation of the volume of discharge from the subject property to predevelopment levels, preservation of wetlands or other natural drainage features or other controls necessary to protect against community hazard~~.

(2) Single-family development located in landslide hazard drainage areas shall be limited to a maximum of 35% impervious surface on each lot until such time as the Director has determined that infrastructure is on-line and operational to mitigate the risk to downslope hazards.

(3) Single family development located in areas that drain to Pine or Beaver Lakes shall be subject to minimum yard areas and maximum impervious surfaces in accordance with SMC 21A.25.030.

(4) Low impact development techniques shall be used to the maximum extent feasible for all critical drainage areas.

(5) Development proposed within a critical drainage area shall not qualify for exemption or exception from core requirements in the Surface Water Design Manual except for Director approved exemptions and exceptions for Core Requirement Nos. 1, 3, and 8 as provided below:

(a) The Director may approve an exemption or exception request, prepared by a Washington State licensed professional engineer using sound engineering principles and judgment, from tightline requirements in Core Requirement No. 1 (Discharge at the Natural Location) which can demonstrate the following condition:

(i) Discharge is to an acceptable location where surface and groundwater will not damage downslope properties, will not increase the risk of landslides or severe erosion on such properties, will not discharge to streams of gradient 15% or more, and will not be located upgradient of a septic drain field or its reserve field as measured within a 100-foot radius around the discharge location. Examples of acceptable discharge locations include, but are not limited to: Ditch and culvert systems that meet capacities in accordance with Core Requirement No. 4 (Conveyance System) for full build-out conditions and/or locations where the cumulative effects of discharges will not increase the risk of landslides or severe erosion and is supported by a geotechnical engineering report prepared by a Washington State professional licensed geotechnical engineer and peer reviewed by the City Engineer or his/her designee.

(ii) For projects proposing a net increase in impervious surface and located in Critical Drainage Areas in the Tamarack or Inglewood Historic Plats, no exemption to tightline requirements shall be approved.

(iii) Where a tightline system is proposed, discharge shall be to a City owned, operated, and maintained system or where the City has or is granted an easement for the inspection, maintenance, repair, and replacement of the tightline system properly sized to convey the cumulative full build-out of flows. Basin transfers may be allowed if downstream wetland hydrology and stream flows are maintained and the risk of landslides, severe erosion, and flooding related property damage will not increase for downslope properties. Pumped systems shall only be allowed where existing structures and access will not be damaged in the event of pump failure.

(b) The Director may approve an exemption or exception request from Core Requirement No. 3 (Flow Control) and/or Core Requirement No. 8 (Water Quality), prepared by a Washington State licensed professional engineer using sound engineering principles and judgment, which can demonstrate that site conditions or strict adherence to the Core Requirements would negatively affect the site's ability to mitigate its surface water impacts. Such site conditions and adherence to the Core Requirements may include, but are not limited to, the following:

(i) Significant trees would be damaged or require removal to install such facilities; or

(ii) Siting formal flow control or water quality facilities on site would result in significant increased risk to landslide hazard areas; or

(iii) Sizing a flow control facility is not feasible where the target release rate cannot be matched with a minimum orifice size of 0.25-inch diameter.

(c) No exemptions or exceptions to Core Requirement Nos. 1, 3, and 8 shall be granted when the Director deems that granting such exemption/exception request would cause significant impact to downstream properties, natural resources, and/or public infrastructure. Minimum thresholds for core requirements as described in the Surface Water Design Manual shall be met without exemption or exception.

~~Where alternate facility designs or methods will produce a compensating or comparable result in the public interest and which will meet this section's objectives of safety, function, appearance, environmental protection and maintainability, based upon sound engineering judgment, an adjustment to the special drainage requirements promulgated under this section may be proposed; provided, that the resulting development shall be subject to all of the remaining terms and conditions of this chapter~~.

(6) Where application of this section will deny all reasonable use of a property and a facility or design that produces a compensating or comparable result cannot be obtained, then an adjustment criterion exception may be approved pursuant to the applicable provisions of the Surface Water Design Manual. ~~a best practicable alternative may be approved by the director according to the adjustment process defined in the Surface Water Design Manual.~~ These standards are in addition to the applicable standards of Chapter 21A.50 SMC.

Agenda Bill

City Council Regular Meeting
September 03, 2019

SUBJECT:	Sahalee Way NE Corridor Analysis Update Contract
DATE SUBMITTED:	August 28, 2019
DEPARTMENT:	Public Works
NEEDED FROM COUNCIL:	☑ Action ☐ Direction ☐ Informational
RECOMMENDATION:	Authorize a preliminary engineering design contract with Perteet, Inc. to update the analysis of the Sahalee Way NE corridor.
EXHIBITS:	1. Exhibit 1 - Agreement for Services Perteet Sahalee Update

BUDGET:

Total dollar amount	100,000	☐ **Approved in budget**
Fund(s)	Transportation Capital Improvement Fund - Sahalee Way, 340-162-595-30-63-00	☑ **Budget reallocation required** ☐ **No budgetary impact**

WORK PLAN FOCUS AREAS:

☑	Transportation	☐	Community Safety
☐	Communication & Engagement	☐	Community Livability
☐	High Performing Government	☐	Culture & Recreation
☐	Environmental Health & Protection	☐	Financial Sustainability

NEEDED FROM COUNCIL:

Should the Council authorize a preliminary engineering design contract with Perteet, Inc., to update the analysis of the Sahalee Way NE corridor?

KEY FACTS AND INFORMATION SUMMARY:

On January 3, 2017, staff presented a preliminary design analysis report and recommendation for a Sahalee improvement from NE 25th Way to the north City limit. Council elected to not move forward with design of the Sahalee improvements at that time. The cost estimate to construct the project was subsequently removed from the 2019-2024 Transportation Improvement Plan (TIP).

However, as a result of the new concurrency Level of Service standards that were adopted earlier this year, the extent of the Sahalee project boundaries (25th Way to the north City limits) was expanded to

include NE 12th PL to NE 25th Way and down to SR202, and cost estimates to design and construct that corridor was included on the now-approved 2020-2025 TIP. In July, Council directed staff to undertake an updated engineering analysis of the Sahalee corridor with the new project limits using data from the newly updated traffic model. The new analysis will build upon the prior analysis report and examine a three lane section with sidewalk(s), planter strips and bike lane(s), roundabout at SR 202 (utilizing WSDOT's recent work), a four or five lane section over a portion of the corridor, and the use of reversible lanes. The consultant will also assist staff in addressing the questions that Council asked via motion at the July 16th Council meeting.

FINANCIAL IMPACT:

The fee for the contract work by Perteet, Inc. is $85,437. Staff recommends authorizing the City Manager to utilize a management reserve above this amount up to a total contract amount not to exceed $100,000.

OTHER ALTERNATIVES CONSIDERED:

No alternatives are presented as this is responding to Council direction.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Comprehensive Plan - Capital Facilities
Comprehensive Plan - Transportation

CONTRACT NUMBER

801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.sammamish.us

AGREEMENT FOR SERVICES

	Yes	No	
Insurance Required	☒	☐	If Yes – See Paragraph 6

This Agreement is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: Perteet, Inc., hereinafter referred to as the "Consultant."

Project Description:

Commencing: September 4, 2019

Terminating: September 4, 2020

WHEREAS, the City desires to have certain services performed for its citizens; and
WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant**. The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. **Contract Documents**. The Agreement consists of the following documents, which are all incorporated by reference:
   a) This Agreement and all exhibits attached thereto;
   b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
   c) The submitted project quote, bid or proposal
   d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
   e) W-9 Request for Taxpayer Identification #
   f) Scope of Work

   The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. **Payment**. The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

The City shall pay the Consultant:	Fill in applicable method of payment YES NO
According to the rates set forth in "Exhibit A"	☒ ☐
A sum not to exceed: (incl W.S.S.T., if applicable)	$ 85,437
Other (ex. Hourly):	**$**

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department,** ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. Indemnification/Hold Harmless.

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Insurance. (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

6.1 **No Limitation**. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

6.2 **Minimum Scope of Insurance**. Consultant required insurance shall be of the types and coverage as stated below:

a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01.

c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d) Professional Liability insurance appropriate to the Consultant's profession.

6.3 **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits**:**

a) Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

b) Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage.

c) Worker's Compensation insurance at the limits established by the State of Washington.

d) Professional Liability insurance (if any) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

6.4 **Public Entity Full Availability of Consultant Limits**. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

6.5 **Other Insurance Provision**. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 **Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 **Notice of Cancellation**. The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.9 **Failure to Maintain Insurance**. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

8. Non-Discrimination. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. Non-Endorsement: As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

10. Non-Collusion: By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

11. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

12. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

13. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

15. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination unless such disclosure is required by law or court order.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

17. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Record Keeping and Reporting.

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data (if applicable) will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56, RCW

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

19. Ownership of Documents On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

20. **Notices**. Notices to the City of Sammamish shall be sent to the following address:
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Project Manager:

Email:

Notices to the Consultant shall be sent to the following address:

Company Name:	Perteet, Inc.
Contact Name:	Brent Powell, P.E.
Street Address:	505 Fifth Avenue S, Suite 300
Phone Number:	(206) 436-0517
Email:	Brent.Powell@perteet.com

21. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

22. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name: Rick Rudometkin	Title: City Manager

CONSULTANT:

By:	Date: 3/28/19
Print Name: Peter De Boldt	Title: Vice President

ATTEST/AUTHENTICATED:

By:	Date:
Print Name:	City Clerk

APPROVED TO AS FORM:

By:	Date:
Print Name:	City Attorney

801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

EXHIBIT A
Scope of Work

Exhibit "A"
Scope of Work

INTRODUCTION

City of Sammamish (hereinafter "CITY") hired Perteet Inc. (hereinafter "CONSULTANT") in 2015 to perform planning-level traffic and alternatives analyses for the Sahalee Way Corridor Improvements project. Perteet produced an "Alternatives Analysis Report" that was presented to Sammamish City Council, who decided to not advance the design process to 30% and final design. In July 2019, Sammamish City Council passed a motion to revisit the planning-level analysis that was performed in 2015 and confirm and/or update the analysis and cost estimates based on current traffic volumes, revised traffic volume projections, and recent construction unit costs. The motion also expands the southern limit of the analysis to NE 12th Place, instead of NE 25th Way as in the prior study. This Agreement authorizes the CONSULTANT to perform the updates requested by the Sammamish City Council and other potential corridor strategies, including a reversible-lane configuration, and simulation modeling with PTV Vissim.

Time for Completion
It is assumed that Notice to Proceed will be received no later than September 4, 2019. Services associated with this Agreement shall be completed by September 4, 2020. Tasks 1-5 will be completed by November 22, 2019 and Task 7 will be completed by January 31, 2020.

Task 1 – Project Management

The CONSULTANT shall manage the scope, schedule, and budget of the contract, and report the project status to the CITY at regular intervals.

Elements of work by CONSULTANT:

- Prepare invoices and progress reports each month.
- Create and update project schedule using Microsoft Project.
- Attend up to three (3) project coordination meetings with CITY staff, including a project kick-off meeting. For each meeting, CONSULTANT shall produce a meeting agenda and meeting minutes that will be shared with the CITY.

Assumptions:

- Project coordination meetings will be held at Sammamish City Hall.

Deliverables:

- Monthly invoices and progress reports (PDF).
- Project schedule with monthly updates (PDF).
- Project coordination meeting agendas and minutes (PDF).

Task 2 – Traffic Analysis Updates

The CONSULTANT shall update the prior 2015 traffic analysis for the Sahalee Way NE corridor by extending the study area to NE 12th Place, therefore adding three additional study intersections (228th Avenue NE at NE

12th Place, at NE 14th Street, and at NE 19th Drive), and revising the traffic analysis based on the new edition of the *Highway Capacity Manual* and updated 2035 traffic volume projections to be provided by the CITY. The evaluation will include a multi-modal analysis using the urban streets segments methodology in the HCM. The analysis will also include evaluating the Existing Conditions using 2019 volumes and four alternatives using 2035 volumes:

1. No-Build: Retain the existing roadway configuration
2. Three-Lane: Update the existing traffic analysis for the three-lane scenario from the prior analysis, which included some portions with narrow medians, sidewalk and bike lane on the west side of the corridor and widened shoulder on the east side of the corridor north of NE 25th Way, and bus pullouts; the update will include sidewalks and bike lanes on both sides of 228th Avenue NE between NE 25th Way and NE 12th Place and may expand sidewalk with bike lanes to some portions of the northern corridor
3. Concurrency: The same as Alternative 2 (above), but with one or more segments at a four-lane or five-lane configuration to satisfy the City of Sammamish concurrency model using 2035 volumes
4. Reversible-Lane: The same as Alternative 2 (above), but with a center reversible lane in some or all of the corridor, such limits to be established as part of the engineering analysis, that would provide a second lane of capacity in the northbound direction during the AM peak hour, a second lane of capacity in the southbound direction during the PM peak hour, and a center two-way left-turn lane at all other times

The previous five-lane evaluation for the full study area will not be updated and will be removed from the analysis.

The expanded study limits will include the following study intersections, from north to south (existing intersection control as noted):

1. SR 202 at Sahalee Way NE (signal)
2. Sahalee Way NE at NE 37th Way (signal)
3. Sahalee Way NE at NE 36th Street (minor-street stop controlled)
4. Sahalee Way NE at NE 28th Place / 223rd Avenue NE (two-way stop controlled)
5. 228th Avenue NE at NE 25th Way (signal)
6. 228th Avenue NE at NE 19th Drive (minor-street stop controlled)
7. 228th Avenue NE at NE 14th Street (minor-street stop controlled)
8. 228th Avenue NE at NE 12th Place (signal)

Elements of work by CONSULTANT:

- Collect new AM and PM peak hour traffic data, including turning movement counts at all study intersections and tube counts at currently-unsignalized intersections. Turning movement counts will be collected on a Tuesday and will last four hours total (two morning hours and two afternoon hours) for each intersection. Tube counts will collect data for seven consecutive days.
- Collect travel time data during collection times through corridor runs.
- Confirm, and adjust if needed, the AM and PM peak hours from the 2015 study for the study intersections using the newly-collected traffic data.
- Evaluate 2035 traffic volumes provided by the CITY and approximate any missing turning movement or average daily travel volumes as necessary.
- Perform traffic signal warrant analyses at the four currently-unsignalized study intersections using the existing and 2035 traffic volumes.

- Model AM and PM intersection traffic operations using the collected 2019 and forecast 2035 data. All traffic signal and stop-controlled (minor-street or all-way) intersections will be modeled using Synchro.
    - Intersections will be evaluated using their current traffic control in the Existing Conditions (2019) and No-Build (2035) analyses.
    - All intersections meeting signal warrants by or in 2035 will be evaluated as traffic signals in the Three-Lane, Concurrency, and Reversible-Lane analyses.
    - The SR 202 at Sahalee Way NE intersection will be evaluated as a roundabout using SIDRA (instead of Synchro).
- Document intersection evaluations in tabular form for all intersection control and alternatives combinations reviewed.
- Model AM and PM corridor/segment operations using HCM methodologies for Urban Street Segments and Two-Lane / Multilane Highway evaluations using the collected 2019 and forecast 2035 data. The need for pedestrian and bicycle facilities will be reported on in the Urban Streets Segments analysis. Directional travel times will be evaluated and reported on. The CONSULTANT will model one combination of intersection traffic controls for each alternative. The same combination shall be used for each peak hour evaluation within the same alternative.
- Document corridor/segment operations in graphical form for each evaluation performed.

Assumptions:

- Collection of the new traffic data will occur the week of September 16, 2019 (after the new school schedule begins).
- Signal and stop-controlled analyses will be done using the most recent version of the *Highway Capacity Manual*, HCM 6, which was published since the prior analysis was completed. (Prior analysis was performed using HCM 2010 methodologies.)
- All analyses will be done in the AM and PM peak hours.
- CITY will provide current 2035 vehicle volumes projections for the study area in Synchro format to the CONSULTANT.
- CITY will provide current signal timing plans for all currently-signalized study intersections in the City of Sammamish portion of the study area. CONSULTANT will obtain SR 202 at Sahalee Way NE signal timing plans from WSDOT.
- CITY will provide the latest SR 202 study to the CONSULTANT, which includes a roundabout alternative with signalized approaches to manage peak hour traffic volumes.

Deliverables:

- Synchro model files (.syn).
- SIDRA model files (.sip7).

Task 3 – Alternatives Analysis Updates

CONSULTANT shall update the prior alternatives analysis work to expand the southern project limit to NE 12th Place from the prior limit of NE 25th Way. CONSULTANT shall update the alternatives north of NE 25th Way as required by the revised traffic analysis in Task 2.

Elements of work by CONSULTANT:

- Update design alternatives for Salahee Way NE between NE 25th Way and SR 202 to match the three build 2035 alternatives listed in Task 2.
- Lay-out improvements for 228th Avenue NE between NE 25th Way and NE 12th Place for the three build 2035 alternatives listed in Task 2.
- Update corridor roll plots to show expanded project limits to NE 12th Place and revised designs.

Deliverables:

- Corridor roll plots for the three build alternatives (1 in. = 100 ft. scale, PDF).
- AutoCAD files for each roll plot and alternative design (.dwg).

Task 4 – Opinion of Cost Updates

Construction unit costs have generally increased since 2015, when the prior planning-level opinions of cost were developed for the Sahalee Way Corridor Improvements project. CONSULTANT shall review and revise the unit bid costs for the alternatives documented in the report to ensure they reflect current construction prices. Additionally, CONSULTANT shall update and/or planning-level opinions of cost for the alternatives listed in Task 2.

Elements of work by CONSULTANT:

- Review prior planning-level opinion of cost bid item unit costs.
- Update bid item unit costs to reflect current construction prices.
- Modify inflation percentage and number of years of inflation to generate anticipated construction year prices.
- Prepare planning-level opinions of cost for the three build 2035 alternatives listed in Task 2.

Deliverables:

- Updated opinions of cost for the three build alternatives (PDF).

Task 5 – Alternatives Analysis Report Updates

CONSULTANT shall update the "Alternatives Analysis Report" that was produced under the prior Agreement using the updated information from Task 2, Task 3, and Task 4. CONSULTANT will update the content of the appendices using the new materials generated in Task 2, Task 3, and Task 4.

Elements of work by CONSULTANT:

- Expand report discussions to include larger study area that extends from SR 202 at the north end to NE 12th Place at the south end.
- Revise report discussions on cost estimating and traffic analysis to reflect the updates from Task 2 and Task 4.
- Add multi-modal traffic analysis discussion to report text.
- Revise alternative discussions in the traffic report.
- Revise appendices to be consistent with updated analyses.
- Upgrade formatting to current Perteet standards.
- Produce and delivery hard-copy final report based on CITY comments on draft report.

Deliverables:

- Draft "2019 Alternatives Analysis Report" (PDF).
- Final "2019 Alternatives Analysis Report" (PDF and one (1) printed copy).

Task 6 – City Council

The CONSULTANT will provide support for the team and City staff in preparation for briefing City Council. The CONSULTANT's support will include providing the Draft 2019 Alternatives Analysis Report described in Task 5.

It is anticipated that the up to two CONSULTANT staff will attend two (2) meetings with the City Council to present the Draft Alternatives Analysis Report and, if desired by CITY staff, present a preferred concept.

The CONSULTANT shall prepare Council Memorandums and PowerPoint presentations for use at the City Council Briefings for the project. The goals and format of the presentation will be developed collaboratively with the CITY.

Deliverables:

- Two Council Memorandums (PDF and up to 20 printed copies, each)
- Two Council PowerPoint presentations (.pptx)

Task 7– Traffic Analysis Simulation

The CONSULTANT shall model corridor traffic operations between SR202 and NE 12th Place for each of the alternatives described in Task 2 using Vissim. The CONSULTANT will use the Vissim results to produce simulation video recordings to be shared with Sammamish City Council. CITY shall review the preliminary existing conditions videos and compare to expected traffic behaviors prior to CONSULTANT developing the final 2019 and 2035 simulation models.

Elements of work by CONSULTANT:

- Build the existing conditions Vissim models for the AM and PM peak hours.
- Model existing traffic conditions.
- Calibrate the models based on the collected volumes and travel time data by using driving parameters, as necessary.
- Test for confidence and proper calibration using the WSDOT Vissim Protocol procedures to establish model accuracy.
- Produce preliminary Vissim simulation video recordings for the AM and PM peak hours. Submit the videos to CITY for review comments that will be incorporated into the final existing conditions videos.
- Modify Vissim existing conditions models to reflect CITY comments.
- Record final Vissim simulation video recordings for the AM and PM peak hours showing existing conditions.
- Build the 2035 AM and PM peak hour traffic models for the alternatives modeled in the corridor/segment evaluations in Task 2.
- Record Vissim simulation video recordings for the AM and PM peak hours showing 2035 traffic conditions.

Assumptions:

- Vissim will not be used to report on traffic data, it will be used only for visualization.

Deliverables:

- Preliminary Vissim simulation videos for the AM and PM existing conditions (MPEG).
- Final Vissim simulation videos for the AM and PM existing conditions (MPEG).
- Vissim simulation videos for the AM and PM horizon-year conditions (MPEG).
- Final Vissim model files and all supporting files (.vissimpdb and other filetypes).

PERTEET

CONSULTANT FEE DETERMINATION SUMMARY

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Exhibit "A-1"

Project: Sahalee Way Corridor Updates
Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate

Classification	Hours	Rate	Amount
Principal	26.00	93.00	$2,046
Lead Engineer / Mgr	156.00	47.00	$6,956
Engineer II	338.00	35.00	$12,110
Engineer I	36.00	30.50	$1,098
Lead Technician/Designer	32.00	40.00	$1,120
Planner II	4.00	41.00	$164
Accountant	6.00	41.00	$246
Clerical	12.00	25.00	$300
Total Direct Salary Costs	**610.00**		**$24,668**
Overhead @		189.23%	$46,679
Fixed Fee @		32.00%	$7,894
Total Labor Costs			**$79,241**

Reimbursables

Expenses			Amount
Traffic Counts/Parking Invent.			$5,910.00
Reproduction - Reimbursed			$100.00
Total Expenses			**$6,010.00**

In-House Costs	Qty	Rate	Amount
Mileage - $.58	320	$0.580	$186.00
Total In-House Costs			**$186.00**

Subconsultants

Subconsultants	Cost	Markup	Amount
	$		$
Total Subconsultants	**0**		**0**

Other

Management Reserve	$0.00
Total Other Costs	**$ 0.00**

CONTRACT TOTAL	$85,437.00

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Brent M Powell Date: August 28, 2019

City of Sammamish Washington

Request for Consultant Payment

Invoice Number: _____ **Date of Invoice:** _____

Consultant: _____

Mailing Address: _____

_____

Phone: _____

Contract Period: _____ **to** _____ **Reporting Period:** _____ **to** _____

Specific Program or Project: _____

BARS/Budget No. _____ **Contract #:** _____

FINANCE WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Total Contract Amount:		$ -
Previous Payments:		$ -
Invoice Amount - Charge for Services (Less Reimbursable Expenses and Sales Tax)		$ -
Sales Tax (If Applicable)	10.0%	$ -
Subtotal Invoice (Less Reimbursable Expenses)		$ -
Reimbursable Expenses:		$ -
TOTAL PAYMENT TO CONSULTANT:		**$ -**
Remaining Balance on Contract (Does not Include Reimbursable Expenses)		$ -
Total Reimbursable Expenses to Date: (Current Payment plus Previous Payments)		$ -

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

Requesting Department: _____

Project Manager/Staff Contact: _____

Approved for Payment By: _____ **Date:** _____
(Department Director)

Agreement for Services Revised 6/20/2019

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

City Managers Report

Date: September 3, 2019
To: Mayor Malchow and City Councilors
From: Rick Rudometkin - City Manager
Re: City Manager's Report

1. HR Director ongoing and we are in talks about options.
2. Deputy City Manager recruitment has produced a finalist. Reference checks are in progress.
3. Public Works Director recruitment RFP is out and posted. It is on our website.
4. Employee workspace reconfiguration is under way and looking good. Please come and see.
5. Mid-bi budget discussions are underway.
6. Facilities has been brought together and put under the Parks and Rec department under Angie Feser.
7. Beaton Hill Park demolition is complete.
8. David Pyle is the Interim Department of Community Development Director.
9. Search for a new Police Chief is underway.
10. City Council agenda calendar – transition into google docs. Council received an email on this last week.
11. TMP public workshops: We have had 3 of them and there have been about 100 attendees total. We've received a lot of valuable feedback on the projects we have been proposing; we have also received several excellent ideas proposed by the public. The TMP Project Team will provide an update to the Sammamish City Council on Tuesday, October 15th.

12. Update on the status of the investigation that began in Jan 2019 re: the potential illegal dumping.
    a. This will be on the September 17 Agenda – per Attorney email.

13. Update on the plans, if any, regarding how the YMCA is accounting for the operations of the Community Center.
    a. I have comments from a few Councilors, I have also met with the YMCA. I am in the process of discussing potential mutually agreed upon contract language amendments.

14. Update re: plans re: the Gerend GMHB hearing.
    a. Our attorney has sent an email on the Don Gerend suit and hearing stating a 90-day continuance.

15. Update on staff's plan as to how it intends to implement council's policy of excluding the Sahalee project from concurrency testing with regards to any concurrency certificate that was issued prior to such party having vested rights.
    a. I debriefed this meeting with staff yesterday; staff needs time to prepare an update with concerns, answers and discussion and one week is not enough time. We are gathering information now and will be sending the Council a memo on the issues associated with this shortly.
    b. The September 17 Council meeting is already dedicated to Sahalee from the previous motion, so I suggest that we move this Sahalee topic to September 17, as well.

16. Update on where we are with an outside source investigating our traffic model.
    a. We are working on the RFP and scope of services for this audit and we will bring the draft back to Council for approval.

17. Discussion of adding a requirement to code that a land use permit applicant that is an entity, such as an LLC, be required to disclose the interests of all real persons with interests in the entity before any application is completed or before permits are released.
    a. Deputy mayor will provide information and examples. We will then bring this back for discussion.

City Council Agenda Calendar

Meeting Date	Packet Items Due	Time	Meeting Type	Topics
September 2019				
Tues 9/10	9/4	6:30 pm	Study Session	• Discussion: East King County Census Committee Representation • Discussion: GMPC Vision 2050 Comment Letter
Tues 9/17	9/11	6:30 pm	Regular Meeting	• Proclamation: National Recovery Month • Proclamation: Diaper Need Awareness Month • Presentation: Sahalee Update • Public Hearing/ Ordinance: Condemnation on Issaquah Pine Lake Rd. <u>Consent:</u> • Ordinance: Stormwater Code Amendments • Resolution: Zackuse Creek Basin Plan • Resolution: Sale and Use Tax for Affordable and Supportive Housing • Resolution: Relating to Credit Card Use • Resolution: Final Acceptance SE 24th Street Trail/Trimaxx
Mon 9/30	9/25	6:30 pm	Study Session	Canceled

To Be Scheduled	To Be Scheduled	Parked Items
• Growth Centers • Internet Usage & Social Media Policies • Parks Surveillance Camera Policy • Public Hearing/Ordinance: Traffic Impact Fee Update and Associated Code Amendments • Wireless/Small Cell Technology Regulations Update • Annual Amendments to the Comprehensive Plan	• Special Events Ordinance • Maintenance Safety Program Adoption • M&O Strategic Plan • Fleet Management Policy • Roadway Funding Strategy • Maintenance & Fire Station Facility Assessment • Franchise Agreement/SPWS	• Inner City Bus Service • Good Samaritan Law • Plastic Bags

8/29/2019