CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
September 8, 1999
REVISED AGENDA SEPT. 8, 1999

Wednesday, Sept. 8, 1999, 7:30 p.m., 1510 228th Ave. S.E., Water and Sewer District

CALL TO ORDER

ROLL CALL/PLEDGE

INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS

a) Proclamation – PTA Membership Month

1. Approval of Agenda

2. Public Comment (For members of the public to speak to the Council regarding items NOT not on the agenda. Please limit remarks to three minutes)

3. Consent Calendar

   a) Minutes of Regular Council Meeting, August 11, 1999
   b) Minutes of Continued Regular Meeting, August 18, 1999
   c) Claims for the period ending Sept. 1, 1999 in amount of $43,650.19
   d) Hardship Exemption Approval Finding of Fact and Conclusions
      1) Roger and Helen Jenkin
      2) Clifford Cantor
      3) Anna and Richard Birgh
      4) Peter Howell

4. Executive Session –personnel (City Manager recruitment)

5. Unfinished Business

   a) Resolution No. R99-19: Authorizing Approval of Association of Washington cities Employee Benefits Trust (Tabled action Aug. 18, 1999)

   b) Resolution No. R99-22: Adopting Personnel Policies (Tabled action Aug. 18, 1999)

6. **New Business**

   a) **Resolution No. R99-25: Designating an Official Newspaper for Publication of Legal Notices**

   b) **Resolution No. R99-26: Providing for Small Works Roster**

   c) **Resolution No. R99-27: Establishing Whistle Blower Policies**

   d) **Ordinance No. O99-30: Regulations for Dealing With Nuisances and Abatements on Private Property**

   e) **Ordinance No. O99-31: Establishing Marine Regulations**

   f) **Contract C99-25: Supplemental Services Agreement, Fire Districts**

7. **Council and Committee Reports**

8. **City Manager and Staff Reports**

9. **Public Comments**

10. **Executive Session – property acquisition**

11. **Adjourn**

City of Sammamish
City Council Minutes
Regular Meeting
August 11, 1999

The regular meeting of the Sammamish City Council was called to order by Mayor Phil Dyer at 7:30 p.m.

Councilmembers present: Mayor Phil Dyer, Deputy Mayor Jack Barry, Councilmembers Don Gerend, Ron Haworth, Kathleen Huckabay and Troy Romero

Councilmember excused: Councilmember Kenneth Kilroy

Staff present: Interim City Manager Lee Walton, Interim Planning Manager Kelly Robinson, Interim Finance Manager Bob Noack, Interim City Attorney Bruce Disend, Interim Assistant to Manager Randy Suko, Interim Senior Planner Matt Mathes, Interim Accountant Diane Lukin and Interim City Clerk Ruth Muller

Roll Call and Pledge
Roll was called and Deputy Mayor Barry led the pledge.

Introduction of Special Guests and Presentations
Suburban Cities Association President Judy Clibborn and Interim Executive Director Debbie Eddy presented information on the Suburban Cities Association, its mission statement and vision. They confirmed that cost for Sammamish to join this organization would be free for 1999 and one-half of the per capita rate for the year 2000.

Approval of Agenda
Deputy Mayor Barry moved to approve the agenda. Councilmember Gerend seconded the motion. Mayor Dyer moved to amend the agenda to add an executive session after Item 9.-- the purpose to discuss property/space management and personnel issues. Councilmember Haworth seconded the motion. The motion to amend the agenda carried unanimously. The motion to approve the agenda as amended carried unanimously.

Public Comment
Bob George, 3030 East Beaver Lake Drive, said that he has developed a new rhododendron that he has named Sammamish and provided a picture of a blooming Sammamish Rhododendron The Council congratulated Mr. George on this accomplishment.

Betty DeWitt, 21130 28th Place S.E., announced that there will be a classic car show as a part of the City's August 28 incorporation celebration. These cars will be from pre-World War I up to the year 1959.

Dan Swallow, 4449 229th Pl. S.E., said that he is concerned about the storm vault at the Highland Creek Estates development. This storm vault is now proposed to be above ground rather than underground as originally approved; he is concerned that this may be in violation of the codes. He requests that the City check to see if this type of structure can be built in a residential neighborhood. The mayor advised that Interim Planning Manager Robinson can work with Mr. Swallow on this issue.

Courtney Wade, 518 227th Lane N.E., said that he lives in the Highland Park Town Homes and is concerned about the McFlurry sign on top of the McDonald's Restaurant that is lighted during the night-time and disturbs neighboring residents. He said that if this approximately 15-foot tall sign is allowed, then any of the local businesses could install similar signs; he feels that the City should look into some controls for this type signage.

Tom Harmon, 2302 West Beaver Lake Road, said that he has available a video tape of the Beaver Lake hearing; the July 28, 1999 council meeting and land use moratorium hearing will be on television August 13 at 7:30 p.m.; he suggests that the City consider establishing a Citizen Technology Board as advisory to the Council.

Consent Calendar

Councilmember Huckabay moved that the consent calendar be approved as submitted changing the total dollar amount for claims approval to $66,758.83. Councilmember Haworth seconded the motion. The motion carried unanimously to approve (a) council minutes of regular meeting, June 30, 1999; (b) council minutes of regular meeting, July 14, 1999; (c) claims for the period ending August 5, 1999 in amount of $66,758.83; and (d) Waldron Resources Staffing Ratification for Interim Engineer. The motion carried unanimously.

Public Hearing

Mayor Dyer opened the public hearing on the 1999 Interim Budget and First Year Budget at 8:15 p.m.

Interim Finance Manager Noack presented the proposed budget for the interim period May 8, 1999 through August 30, 1999 and the first year budget from August 31, 1999 through December 31, 1999, noting several adjustments and changes to staffing suggestions and line item dollars. These changes do not change the total for each fund nor the total proposed budget for the year 1999 as printed in the document published by the Finance Department. Responding to questions of councilmembers, Noack said that the proposed fulltime employees total 14-1/2; the areas to evaluate with the figures presented in the Feasibility Study are property tax and sales tax equalization revenue, as the impacts of Initiative 695 are studied.

The mayor opened the hearing for public comment.

Tom Harmon, 2302 West Beaver Lake Road, said that cable television revenue is available from two sources – franchise fees and right-of-way use permits for installation

of necessary cable wiring. He requested that the City consider providing money for the arts programs and for youth from earmarked revenue.

Rory Crispin, 3032 East Lake Sammamish Parkway N.E., suggested that there will be a need for some part-time code enforcement to address the East Lake Sammamish Trail activity before the projected October hiring of a code enforcement officer.

Dan Swallow, 4449 229th Place S.E., questioned if the City is able to realize the revenue paid to King County for parks impact fees on subdivisions filed before incorporation; it was noted that these fees will be transferred to the City.

The mayor closed the public hearing at 9:00 p.m.

Unfinished Business

Contract C99-09(1): Interim Senior Planner Mathes said that the Council agreed that firms considered for doing concurrency audits would not make a presentation before the Council, but that Staff would provide contracts with two firms who will be available for on-call services. Contracts are proposed with KJS Associates and The Transpo Group. Staff responded to questions of Councilmember Romero on the process for determining the need for an audit; if the dollars proposed in the contracts is sufficient to address required audits; if the insurance coverage requirement should be increased to $1,000,000; the indemnification language; representation of the consultant as to no conflict with a proposed project audit; and expert witness requirements.

Councilmember Gerend moved that the Interim City Manager be authorized to approve Contract C99-09(1) with City of Sammamish and KJS Associates, Inc. for concurrency audit services. Deputy Mayor Barry seconded the motion.

Councilmember Romero moved to amend the motion to require minimum coverage of $1,000,000 insurance in Sections 7.A. and 7.B. Councilmember Haworth seconded the motion. The motion to amend carried unanimously.

Councilmember Romero moved to amend the motion to add language in Section 6 as follows: Line 3 to read ".....damage to property *or claims for damages by any third party* resulting.....". Councilmember Haworth seconded the motion. The motion to amend carried unanimously.

Councilmember Romero moved to amend the motion to add language in Section 6 as follows: Line 2 to read "City, its agents, *its officials*, and ....."Councilmember Huckabay seconded the motion. The motion carried unanimously.

Councilmember Romero moved to amend the motion to add a new Section 16 as follows: ***16. Representation of Consultant.*** *Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A".* Councilmember Huckabay seconded the motion. Mayor Dyer moved to amend the

amendment to add a second sentence to Section 16 as follows: *In the event that consultant is asked to perform services for a project in which it may have a conflict, it will disclose conflict to the City.* Councilmember Gerend seconded the motion. The amendment to the amendment carried unanimously. The motion to amend as amended carried unanimously.

Councilmember Romero moved to amend the motion to add an additional sentence to the Scope of Services in Exhibit "A" as follows: *"Consultant agrees to provide such expert testimony."* Councilmember Gerend seconded the motion. Mayor Dyer moved to strike that motion to amend and change the third line from the end to read "....by the audit of a certificate, *if required* the consultant *will* ....". Councilmember Huckabay seconded the motion. The amendment to the amendment carried unanimously. The motion to amend as amended carried unanimously.

Councilmember Haworth moved to amend the motion to add word in Exhibit "A", Line 4, to read "When directed by the City *Council*, the .....". Councilmember Gerend seconded the motion. The amendment to the motion carried unanimously.

The motion to authorize execution of Contract C99-09(1) as amended carried unanimously.

Contract C99-09(2): Interim Senior Planner Mathes said that this agreement with The Transpo Group is identical to the one just amended. Councilmember Gerend moved that the Interim City Manager be authorized to execute a Contract for Services between the City of Sammamish and The Transpo Group. Deputy Mayor Barry seconded the motion. Councilmember Gerend moved to amend the motion to incorporate all amendments approved for Contract C99-09(1) into this contract. Councilmember Haworth seconded the motion. The motion to amend carried unanimously. The motion to authorize execution of Contract C99-09(2) as amended carried unanimously.

Resolution R99-16: Councilmember Haworth said that approving this resolution annexing the City of Sammamish into the fire protection districts allows the districts to continue to serve the residents and the districts can levy taxes for operation in the year 2000; there will be companion resolutions from each of the districts accepting annexation of the City into the districts. Councilmember Haworth moved to adopt Resolution R99-16 Concurring With the Automatic Annexation of the City of Sammamish to King County Fire Protection District Nos. 10, 27 and 34; and Approving Extension of the Automatic Annexation Through December 31, 2000. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Contract C99-24: Ruth Harvey, King County, said that the previous contract executed for road maintenance services was for the interim period prior to incorporation; this proposed contract covers on-going road maintenance services for the City of Sammamish. C. R. Holman, King County Superintendent for Roads Maintenance, Phil Thomas, King County Traffic Supervisor, and Ray Sugi, Intergovernment Services Staff, responded to questions from the Council relating to snow removal service, level of

service provided in this contract, dedicated on-site rapid response staff, level of service under this contract for the $1.4 million cost, termination requirements, and potential County budget cuts if Iniative 695 should pass in November.

The mayor recessed the meeting for ten minutes at 9:35 p.m.

The meeting reconvened at 9:45 p.m.

Contract C99-24: Councilmember Gerend moved to authorize the Interim City Manager to execute an Interlocal Agreement Between King County and The City of Sammamish for Provision of Services by the King County Road Services Division. Deputy Mayor Barry seconded the motion. Councilmember Romero moved to amend the motion to change Section 3.1 by deleting *"customarily provided by the county in unincorporated King County"* and replace with *"historically provided in the city area"*. Deputy Mayor Barry seconded the motion. The amendment carried unanimously.

Mayor Dyer moved to amend the motion to authorize City Attorney and Staff to prepare alternative language for review with King County legal counsel for Section 10, Indemnification. Councilmember Huckabay seconded the motion. The motion to amend carried unanimously.

Mayor Dyer moved to add in Section 9.2, Duration, language prepared by the City Attorney and King County legal counsel that the City would consider the contract null and void in the event Initiative 695 passes in November. Councilmember Haworth seconded the motion. The motion to amend carried unanimously.

The main motion as amended authorizing execution of Contract C99-24 carried unanimously.

Ordinance O99-24: Interim Finance Manager Noack presented the proposed budget for Sammamish for the period May 8, 1999 through December 31, 1999, noting that the public hearing was held earlier this meeting. Councilmember Huckabay moved to approve Ordinance O99-24 Adopting a Budget for the Start-Up Period of May 8, 1999 Through December 31, 1999; Appropriating of Funds and Establishing Positions and Salary Schedules. Councilmember Haworth seconded the motion. The motion carried unanimously.

Ordinance O99-25: Interim Planning Manager Robinson said that in accordance with Contract C99-14 providing for King County to continue processing building and land use permit applications filed prior to incorporation, the City needs to adopt King County regulations for processing of these permits. Councilmember Romero moved to adopt Ordinance O99-25 Relating to Processing of Building Permits and Land Use Applications by King County on Behalf of the City of Sammamish. Deputy Mayor Barry seconded the motion. The motion carried unanimously.

Contract C99-22: Interim Planning Manager Robinson said that City hearing examiner services will be required to conduct quasi-judicial hearings on appealed applications that are in the "pipeline". The Land Use and Zoning Committee recommends appointing a City hearing examiner rather than using King County's hearing examiner for these hearings; rules for operation will be included in the City's interim development code. Councilmember Romero moved that the Interim City Manager be authorized to execute a Contract for Services between the City of Sammamish and Gordon F. Crandall. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Contract C99-23: Interim Planning Manager Robinson said that this contract is not ready for Council action at this time since there have been some questions raised that still need to be addressed. Councilmember Romero moved to table Contract C99-23. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Council and Committee Reports

Deputy Mayor Barry reported that the Human Services Committee is working on plans for the incorporation celebration on August 28 and it looks like this will be a great event.

Councilmember Gerend reported that the Transportation Committee met August 10. There was discussion on the 228th Avenue project and possible modification to extend a left turn lane from 228th Avenue into the Pine Lake Middle School south parking lot entrance to address traffic backup during the morning rush hour. The committee also is recommending that each of the consultants be assigned one project for running a concurrency test. A traffic mitigation system for the City of Sammamish is under development with Earth Tech.

Councilmember Gerend moved that the Laurelwood project and The Crossings at Pine Lake project be assigned one each to The Transpo Group and KJS Associates for concurrency test. Deputy Mayor Barry seconded the motion. The motion carried unanimously.

Councilmember Romero reported that the Land Use and Zoning Committee will have a draft interim development code ready for Council review prior to the August 25 meeting when it will be on the agenda for adoption.

Councilmember Haworth reported that the Finance and Administration Committees are finalizing personnel policies and fringe benefits that will be ready for adoption soon.

Mayor Dyer read a letter from the Issaquah Alps Club endorsing the Interim Use Plan for the East Lake Sammamish Trail.

Public Comment

Tom Harmon, 2302 West Beaver Lake Road, suggested that the City may want to look at the Hazelwood project for concurrency testing and questioned the length of the contract with the hearing examiner.

Mayor Dyer announced that an executive session for approximately 30 minutes for discussion of personnel and property negotiations will be held.

The meeting recessed at 10:25 p.m. to executive session.

The meeting reconvened at 10:56 p.m.

Councilmember Romero moved that the meeting recess to Wednesday August 18, 1999 at 7:00 p.m. at City Hall offices, 482 228th Avenue N.E. Councilmember Haworth seconded the motion. The motion carried unanimously.

The meeting recessed at 11:00 p.m.

Ruth Muller, Interim City Clerk

Mayor Phil Dyer

City of Sammamish
City Council Minutes
Regular Meeting
August 18, 1999
(Continued from August 11, 1999)

The regular meeting of the Sammamish City Council was reconvened from the August 11, 1999 regular meeting by Councilmember Troy Romero at 7:13 p.m.

Councimembers present: Don Gerend, Ron Haworth, Kathleen Huckabay and Troy Romero

Councilmembers excused: Mayor Phil Dyer, Deputy Mayor Jack Barry, Councilmember Kenneth Kilroy

Staff present: Interim City Manager Lee Walton, Interim Planning Manager Kelly Robinson, Interim Finance Manager Bob Noack, Interim City Attorney Bruce Disend, Interim Assistant to Manager Randy Suko, Interim Senior Planner Matt Mathes, Interim Accountant Diane Lukin and Interim City Clerk Ruth Muller.

New Business

Contract C99-23: Interim Senior Planner Mathes said that the scope of work on this contract has been reworked to include more detail. Councilmember Haworth moved that the Interim City Manager be authorized to execute a contract between the City of Sammamish and Berryman & Henigar for Permit Review Services. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Ordinance No. O99-26: Councilmember Haworth said that the Finance and Administration Committees have reviewed the Association of Washington Cities 1998 Study of all cities in the state and the proposed salary ranges are a close fit for the staff positions. Councilmember Haworth moved that Ordinance No. O99-26 be approved Adopting a Basic Compensation Pay Plan for Full Time Permanent Employees. Councilmember Gerend seconded the motion. The motion carried unanimously.

Resolution No. R99-17: Councilmember Haworth said that the Committees looked at other plans than federal social security for employees and have selected a 401(a) replacement to social security for the City of Sammamish. Councilmember Haworth moved to adopt Resolution No. R99-17 Establishing a Defined Contribution Plan. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Resolution No. R99-18: Councilmember Huckabay said that state law requires participation in the state retirement system for government employees. Councilmember Huckabay moved that Resolution No. R99-18 be adopted Authorizing Enrollment in the State Public Employee Retirement System (PERS). Councilmember Haworth seconded the motion. The motion carried unanimously.

Resolution No. R99-19: Interim Finance Manager Noack reviewed the medical/dental programs offered by the Association of Washington Cities (AWC) benefits plan. Councilmember Huckabay moved to adopt Resolution R99-19 Authorizing Approval of the Association of Washington Cities Employee Benefits Trust Program. Councilmember Haworth seconded the motion. Councilmember Huckabay said she feels there should be a cafeteria plan for employees and this resolution does not provide for that. Councilmember Huckabay moved to table the motion. Councilmember Gerend seconded the motion. The motion carried unanimously.

Resolution No. R99-20: Councilmember Huckabay said that this is one of the deferred compensation plans proposed to offer employees that will be at no cost to the City as service charges are the responsibility of the employees. Councilmember Huckabay moved to adopt Resolution No. R99-20 Authorizing the City Manager to Establish a Defferred Compensation Plan or Plans with ICMA. Councilmember Haworth seconded the motion. The motion carried unanimously.

Resolution No. R99-21: Councilmember Huckabay moved to adopt Resolution No. R99-21 Establishing a Defined Contribution Plan (PEBSCO). Councilmember Haworth seconded the motion. The motion carried unanimously.

Resolution No. R99-22: Councilmember Haworth said that the Finance and Administration Committees had reviewed policies used by other cities and developed these proposed policies for City of Sammamish, that have been forwarded to the City Attorney for review. Councilmember Haworth moved that Resolution No. R99-22 be approved Adopting Personnel Policies for the City of Sammamish. Councilmember Huckabay seconded the motion. Interim City Attorney Disend presented a memo to the Council with some suggested language changes indicating that he had not had opportunity to review these policies in great detail. Councilmember Haworth moved to table the motion to the August 25, 1999 meeting. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Resolution No. R99-23: Interim Finance Manager Noack said that he has been in contact with the state Office of Financial Management and they have reviewed tract level permit data from the Puget Sound Regional Council and propose an unofficial estimate for Sammamish for 1998 of 29,400. Councilmember Haworth moved to adopt Resolution No. R99-23 Establishing an Amended Estimated Population for the City of Sammamish. Councilmember Huckabay seconded the motion. Councilmember Huckabay said that the City may need to consider doing an annual census to assure the City population is accurate because of the rapid development. The motion to adopt Resolution R99-23 carried unanimously.

Ordinance O99-27: Interim Finance Manager Noack said that this ordinance provides for recovering the City share of any leasehold excise tax paid to the state for government facilities leased for business purposes. Councilmember Huckabay moved to adopt

Ordinance No. O99-27 Imposing a Leasehold Excise Tax. Councilmember Haworth seconded the motion. The motion carried unanimously.

City Manager and Staff Reports

Assistant to City Manager Suko and Karen Moran reported on the plans for the August 28 celebration noting that they are within the established budget and everything is on target for that date.

Adjournment

There being no further business, the meeting was adjourned at 8:05 p.m.

Ruth Muller, Interim City Clerk

Mayor Phil Dyer

CITY OF SAMMAMISH
704 228TH AVENUE N. E. - PMB 491
SAMMAMISH, WASHINGTON 98053

CHECK REGISTER

CHECK NUMBER	Puchase Order No.	VENDOR	DESCRIPTION	CHECK DATE		AMOUNT
1126	2076	William Blayney/Symphony on the Green	Seattle Symphony at Sammamish Day Celebration	8/27/99	$	5,000.00
1127	2077	Traveling Treasures Balloons	flower arch for Sammamish Day Celebration	8/27/99	$	190.05
1128	2078	United Rentals	fuel and generator charges for Sammamish Day Celebration	8/27/99	$	222.64
1129	2079	Fun Rentals, Inc.	spin art, tip a troll, big mouth clown activities at Sammamish Day	8/27/99	$	250.87
1130	2080	Super Rent	canopy for Sammamish Day Celebration	8/27/99	$	1,940.68
1131	2081	Amy Sanders	prize award for Sammamish logo contest	8/27/99	$	250.00
1132	2082	Tom Burgess	prize award for Sammamish logo contest	8/27/99	$	250.00
1135		Allan Lobdell	vinyl mesh vests and hard hats reimbursement	8/30/99	$	119.25
1136		Seafirst Petty Cash	reimb petty cash	8/30/99	$	100.00
1137	2051	Merrick Janitorial Services	cleaning services 8/4 - 8/25	9/2/99	$	260.00
1140		Randy Suko	reimbursement for expenses from celebration ceremony	9/3/99	$	114.17
1141	2015	Waldron Resources	interim staff 8/16 through 8/27	9/3/99	$	30,050.51
1142	2059	Mind Spring	internet services for August	9/3/99	$	27.95
1143	2087	Office Depot	office supplies	9/3/99	$	220.61
1144	2075	Mastermark	City seal	9/3/99	$	32.58
1145	2086	Temples Design Group	project meeting, space planning, project administration	9/3/99	$	403.00
1146	2085	All the King's Flags	City flag and presentation set	9/3/99	$	1,217.20
1147	2084	Mailmedia	newletter	9/3/99	$	556.04
1148	2083	Seafirst Bankcard Services	balance on credit card	9/3/99	$	0.96
1149	2004	AirTouch	City Manager cellular phone bill for 8/16 - 9/15	9/3/99	$	11.16
1150	2074	Comp USA	scanner	9/3/99	$	494.03
1151	2075	Corporate Express	office supplies	9/3/99	$	591.45
1152	2066	Puget Sound Energy	electrical power 7/12 - 7/20	9/3/99	$	51.24
1153	2029	Affinity Staffing Group	receptionist services 8/16 - 8/29	9/3/99	$	1,295.80
					$	43,650.19

AUTHORIZATION: CITY OF SAMMAMISH CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, the materials have been furnished, the services rendered or the labor performed as described herein, and the claim is a just and due obligation for the City of Sammamish. Furthermore, I certify I am authorized to authenticate payment of the claims.

SIGNATURE _____ DATE 9/3/99

DECISION and FINDINGS OF FACT

Requests for Hardship Exemptions
from the City's Moratorium on new development applications

Summary of Facts

Roger and Helen Jenkins
The Petitioners own property at 907 231st Place NE on which they want to build nine apartment units. Apartments are prohibited under the moratorium. Their certificate of water availability expires on September 8, 1999. The Water District denied their request for a second extension (beyond one year).

Clifford Cantor
He and his family live on three acres at 627 228th Avenue SE. He wants to short plat the property into two lots. Short plats are prohibited under the new moratorium. His certificate of water availability expires on November 8, 1999. The Water District denied his request for a second extension (beyond one year).

Anna and Richard Birgh
The couple own six acres surrounding Gem Lake behind their home at 432 228th Avenue SE. They want to subdivide the property into six lots. This would be a long plat in the County, but a short plat under the City's interim development code. All plats are prohibited under the new moratorium. Their certificates of water and sewer availability expire on September 17, 1999.

Peter Howell
Mr. Howell and his wife own 1.86 acres at 1131 244th Avenue NE. Their home on the site burned in 1997. A replacement home will be ready for occupancy in four to six weeks. They want to short plat the property into three lots. Short plats are prohibited under the moratorium. Water certificates were acquired in July for the two additional lots. They will be unable to use these certificates without an exemption from the moratorium.

What the moratorium ordinance says about hardships:

Section 5. Hardship. In the event of unusual or unreasonable hardships caused by this moratorium, appeal may be made to the City Council for an exemption from the provisions of the moratorium. The City Council may grant an exemption upon a showing of such unusual or unreasonable hardship. (Ordinance 099-28, adopted August 25, 1999 with an effective date of August 31, 1999)

All four applicants made separate presentations of their cases before the Land Use and Zoning Committee at a special meeting for this purpose held at 6PM on Wednesday, September 1, 1999. Following their presentations, Council Committee members asked

questions to clarify their statements. The Committee then voted unanimously to recommend to the City Council that all four requests be granted, based upon the following additional findings of fact:

1. That all four applicants held certificates of water availability from the Plateau Water and Sewer District which, if not used within one year, would be lost. Some certificates will be lost within weeks.

2. That all four applicants would not be able to exercise these certificates because of prohibitions on land use permitting activity imposed by the City's moratorium.

3. That the loss of such certificates, including both the opportunity to improve their property as well as the non-refundable portion of the cost of the certificate, represent an unusual or unreasonable hardship which the applicants could not have anticipated when they applied for the certificates.

At 7:30PM on September 1, 1999 the City Council met in regular session and heard the recommendation of the Land Use Committee to APPROVE all four requests for hardship exemptions, based on the above stated findings of fact.

ADOPTED this 8th day of September, 1999

CITY OF SAMMAMISH

_____

Mayor Phil Dyer

ATTEST:

_____

Ruth Muller, Interim City Clerk

APPROVED AS TO FORM:

_____

Bruce Disend, Interim City Attorney

MEMORANDUM

September 7, 1999

To: City Council

Cc: Acting City Manager
Interim Planning Manager

From: Interim City Clerk

Re: Sept. 8, 1999 Agenda

Attached is a new copy of the Decision and Findings of Fact (Agenda Item 3.d.) for the Hardship Exemptions approved at the Sept. 1, 1999 meeting. We added one sentence (highlighted on this copy) stating action taken by the City Council on these requests.

MEMORANDUM

September 7, 1999

To: City Council

Via: Acting City Manager
Interim Planning Manager

From: Interim City Clerk

Re: Sept. 8, 1999 Agenda

Attached is a copy of the Decision and Findings of Fact (Agenda Item 2 d.) for the Hardship Exemptions approved at the Sept. 1, 1999 meeting. We added one sentence highlighted on this copy) setting action taken by the City Council on these requests.

MEMORANDUM

September 7, 1999

To: City Council

Cc: Acting City Manager
Interim Planning Manager

From: Interim City Clerk

Re: Sept. 8, 1999 Agenda

Attached is a new copy of the Decision and Findings of Fact (Agenda Item 3.d.) for the Hardship Exemptions approved at the Sept. 1, 1999 meeting. We added one sentence (highlighted on this copy) stating action taken by the City Council on these requests.

DECISION and FINDINGS OF FACT

Requests for Hardship Exemptions
from the City's Moratorium on new development applications

Summary of Facts

Roger and Helen Jenkins
The Petitioners own property at 907 231st Place NE on which they want to build nine apartment units. Apartments are prohibited under the moratorium. Their certificate of water availability expires on September 8, 1999. The Water District denied their request for a second extension (beyond one year).

Clifford Cantor
He and his family live on three acres at 627 228th Avenue SE. He wants to short plat the property into two lots. Short plats are prohibited under the new moratorium. His certificate of water availability expires on November 8, 1999. The Water District denied his request for a second extension (beyond one year).

Anna and Richard Birgh
The couple own six acres surrounding Gem Lake behind their home at 432 228th Avenue SE. They want to subdivide the property into six lots. This would be a long plat in the County, but a short plat under the City's interim development code. All plats are prohibited under the new moratorium. Their certificates of water and sewer availability expire on September 17, 1999.

Peter Howell
Mr. Howell and his wife own 1.86 acres at 1131 244th Avenue NE. Their home on the site burned in 1997. a replacement home will be ready for occupancy in four to six weeks. They want to short plat the property into three lots. Short plats are prohibited under the moratorium. Water certificates were acquired in July for the two additional lots. They will be unable to use these certificates without an exemption from the moratorium.

What the moratorium ordinance says about hardships:

Section 5. Hardship. In the event of unusual or unreasonable hardships caused by this moratorium, appeal may be made to the City Council for an exemption from the provisions of the moratorium. The City Council may grant an exemption upon a showing of such unusual or unreasonable hardship. (Ordinance 099-28, adopted August 25, 1999 with an effective date of August 31, 1999)

All four applicants made separate presentations of their cases before the Land Use and Zoning Committee at a special meeting for this purpose held at 6PM on Wednesday, September 1, 1999. Following their presentations, Council Committee members asked

MEMORANDUM

September 2, 1999

To: City Council

Cc: Acting City Manager
Interim Planning Manager

From: Interim City Clerk

Re: Sept. 8, 1999 Agenda

Attached is a new copy of the Decision and Findings of Fact (Agenda Item 3 & 4) for the Hardship Exemptions approved at the Sept. 2, 1999 meeting. We added one sentence (highlighted on this copy) stating action taken by the City Council on these requests.

questions to clarify their statements. The Committee then voted unanimously to recommend to the City Council that all four requests be granted, based upon the following findings of fact:

1. That all four applicants held certificates of water availability from the Plateau Water and Sewer District which, if not used within one year, would be lost.

2. That all four applicants would not be able to exercise these certificates because of prohibitions on land use permitting activity imposed by the City's moratorium.

3. That the loss of such certificates, including both the opportunity to improve their property as well as the non-refundable portion of the cost of the certificate, represent an unusual or unreasonable hardship which the applicants could not have anticipated when they applied for the certificates.

At 7:30PM on September 1, 1999 the City Council met in regular session and heard the recommendation of the Land Use Committee to APPROVE all four requests for hardship exemptions, based on the above stated findings of fact.

By unanimous vote (7-0), the City Council approved all four hardship exemption requests as recommended by the Land Use Committee.

ADOPTED this 8th day of September ,1999.

CITY OF SAMMAMISH

_____
Mayor Phil Dyer

ATTEST:

_____
Ruth Muller, Interim City Clerk

APPROVED AS TO FORM:

_____
Bruce Disend, Interim City Attorney

FAX

City of Sammamish

FAX # 425-898-0669
Phone: 425-898-0660

704—228th Avenue NE -- PMB 491
Sammamish, Washington 98053

Number of Pages with Cover: 35

TO: Bruce Disend OF: Kenyon Law

FAX # 425-392-7071 PHONE: 425-392-7098

FROM: Ruth Mullen

RE:

9/3/99

NOTES:

Bruce -
Attached is 9/8 agenda plus the findings Kelly prepared for the hardship exemption approvals - We are out of time today! Review these and if you see anything that should be changed or we need to add anything let us know and we can have amended copies for them Wednesday -

Thanks -

Ruth

questions to clarify their statements. The Committee then voted unanimously to recommend to the City Council that all four requests be granted, based upon the following additional findings of fact:

1. That all four applicants held certificates of water availability from the Plateau Water and Sewer District which, if not used within one year, would be lost. Some certificates will be lost within weeks.

2. That all four applicants would not be able to exercise these certificates because of prohibitions on land use permitting activity imposed by the City's moratorium.

3. That the loss of such certificates, including both the opportunity to improve their property as well as the non-refundable portion of the cost of the certificate, represent an unusual or unreasonable hardship which the applicants could not have anticipated when they applied for the certificates.

At 7:30PM on September 1, 1999 the City Council met in regular session and heard the recommendation of the Land Use Committee to APPROVE all four requests for hardship exemptions, based on the above stated findings of fact.

Add Sentence *

ADOPTED this 8th day of September, 1999

CITY OF SAMMAMISH

_____

Mayor Phil Dyer

ATTEST:

_____

Ruth Muller, Interim City Clerk

APPROVED AS TO FORM:

_____

Bruce Disend, Interim City Attorney

* The City Council voted to approve all four hardship exemption requests as recommended by the Land Use Committee by a ~~[illegible]~~ 7-0 vote.

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R99-19

DATE ACTION IS REQUESTED:	TITLE: A Resolution Authorizing A Flexible Benefit Plan	TYPE OF ACTION:
September 8, 1999		_____ Ordinance
APPROVED FOR COUNCIL PACKET:	ATTACHMENTS: Resolution No. R99-19	X Resolution
_____ City Manager		_____ Motion
X Dept. Head		_____ Other

SUBMITTED BY: Finance Department

RECOMMENDATION: Motion to adopt Resolution R99-19 establishing a flexible benefit plan for the City of Sammamish.

DISCUSSION: The Administration and Finance Committees have reviewed benefit programs and agreed to fund the flexible benefit plan as outlined in the attached resolution. Action on this benefit package was tabled at the Aug. 18, 1999 meeting to answer questions related to providing a "cafeteria" plan.

FISCAL IMPACT: Estimated at $475.00 per month per employee for 1999. Future funding is adopted in the annual budget process.

CITY OF SAMMAMISH
FLEXIBLE BENEFIT PLAN
RESOLUTION NO. R99-019

A RESOLUTION adopting a flexible benefit plan for the City of Sammamish.

WHEREAS, the City has deemed it appropriate to self-administer the Flexible Benefits Plan in order to provide better service to the employees participating in the plan; and

WHEREAS, this plan includes necessary language to comply with the federal laws regulating such plans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH AS FOLLOWS:

Section 1. The City of Sammamish adopts the attached plan document entitled "Flexible Benefits Plan" effective for the Plan Year beginning September 1, 1999.

ADOPTED this 8th day of September, 1999.

CITY OF SAMMAMISH

_____

ATTEST

_____
Ruth Muller, Interim City Clerk

APPROVED AS TO FORM:

_____
Bruce Disend, Interim City Attorney

CITY OF SAMMAMISH
PLAN DOCUMENT
FLEXIBLE BENEFITS PLAN

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EFFECTIVE DATE

The City of Sammamish adopts this plan, in its current form, effective September ___, 1999.

PURPOSE

The purpose of the Flexible Benefits Plan ("Plan") is to allow Employees of the City of Sammamish ("Employer") to choose between certain Benefits provided by the Employer, both pre-tax and after-tax, both Employer paid and Employee paid, so that employees may receive Benefits that best meet their individual needs. The Employer intends that the Plan qualify as a "cafeteria plan" within the meaning of section 125(c) of the Internal Revenue Code of 1986, as amended, and that the Qualified Benefits that an Employee elects to receive under the Plan be eligible for exclusion from the Employee's income for Federal Income Tax purposes. The Employer may offer a choice among additional benefits that may not constitute Qualified Benefits, but nothing in this Plan shall be construed as offering any taxable benefits except to the extent that the Employer may otherwise specifically provide.

Section 1: DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

1.1 **"Benefit Credits"** means the amount set aside for Benefits under Section 3.1.

1.2 **"Benefit Election Form"** means a voluntary agreement whereby an Employee chooses his Benefits for the forthcoming Plan Year (or, if the agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year), for purposes of obtaining the Qualified Benefits offered by the Plan.

1.3 **"Benefits"** means the Qualified Benefits available from time to time under the Plan, as set fourth on Schedule A hereto.

1.4 **"Code"** means the Internal Revenue Code of 1986, and the same as may be amended from time to time.

1.5 **"Compensation"** means earned income, salary, wages, fees, commissions, overtime, bonuses, tips and all other earnings of the Participant, reportable on Form W-2 for the Plan Year, including amounts contributed by an Employee to the Plan, but excluding all other contributions to any other plan sponsored by the Employer, and all other forms of compensation.

1.6 **"Council"** means the City Council of the City of Sammamish.

1.7 **"Effective Date"** means January 1, 1998.

1.8 **"Eligible Employee"** means any Employee who is regular-status Employee of the Employer.

1.9 **"Employee"** means any person who is engaged in the conduct of the business of the Employer, except independent contractors.

1.10 **"Employer"** means the City of Sammamish.

1.11 **"Enrollment Period"** means the calendar month preceding the Effective Date of this Plan and the month of December thereafter.

1.12 **"Entry Date"** means the first day of employment as an Eligible Employee.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, and the same as may be amended from time to time.

1.14 **"Expense"** means any amount paid or incurred by the Employee for Benefits not otherwise reimbursed under any group plan, the reimbursement of which by the Employer is intended to be excludable from the income of such Participant under various provisions of the Code.

1.15 **"Highly Compensated Employee"** means any Employee defined as such in section (414)q of the Code.

1.16 **"Key Employee"** means any Employee defined as such in section 416(i)(1) of the Code.

1.17 **"Participant"** means any Eligible Employee who has met the conditions for participation set forth in Section 2.

1.18 **"Participating Employer"** means the municipal corporation known as the City of Sammamish.

1.19 **"Plan"** means the Flexible Benefits Plan described and restated herein.

1.20 **"Plan Year"** means each twelve-month period commencing on January 1 and ending on December 31.

1.21 **"Qualified Benefits"** means each benefit described in section 125(f) of the Code and the regulations promulgated thereunder.

1.22 **"Spouse"** means the wife or husband of the Employee, not legally separated from the Employee, or the domestic partner of the Employee as documented by an Affadavit of Domestic Partnership on file with the City. Domestic partners will be treated as spouses unless the Code prohibits such treatment.

Section 2 PARTICIPATION IN THE PLAN

2.1 Commencement of Participation. Each Eligible Employee shall be eligible to become a Participant on his Entry Date, during the Enrollment Period.

2.2 Procedure for and Effect of Participation. An Eligible Employee may become a Participant in the Plan by executing a Benefit Election Form, and by providing such data as are reasonably required by the Employer as a condition of such participation. The Benefit Election Form shall be governed by Section 4 of this document. By becoming a Participant, each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

2.3 Cessation of Participation. A Participant will cease to be a Participant as of the earlier of

A. the date on which the Plan terminates
B. the date on which he ceases to be an Eligible Employee; or
C. the date on which he fails to make a contribution required under the terms of the Plan.

Nothing in this section 2.3 shall prohibit the payment of Benefits with respect to claims arising prior to the Participant's termination of participation.

Notwithstanding the foregoing, a former Participant who continues to receive Compensation from the Employer shall remain a Participant for all purposes until such Compensation ceases.

2.4 Recommencement of Participation. A former active Participant will recommence participation as of his date of reemployment. A reemployed former active Participant may not make a *new* election which is effective during the Plan Year in which he separated from service with the Employer.

2.5 FMLA Leave. A Participant who takes an unpaid leave of absence under the Family and Medical Leave Act of 1993 ("FMLA Leave") may revoke his election to participate under any group health insurance benefit offered under this Plan, for the remainder of the Plan Year in which such leave of absence commences. Such revocation shall be effected in accordance with such procedures as described by the Plan Administrator. Upon such Participant's return from his or her FMLA Leave, the Participant may elect to be reinstated in the Plan, on the same terms that applied to the Participant prior to his or her taking the FMLA Leave, and with such other rights to revoke or change elections as are provided to other Participants under the Plan. Notwithstanding the foregoing, a Participant on FMLA Leave shall have no greater rights to benefits for the remainder of the Plan Year in which the FMLA Leave commences as other Plan Participants.

Section 3 BENEFITS

3.1 Benefit Credits. The City of Sammamish will offer each Eligible Employee a maximum dollar amount per month as determined by the annual budget process. For the 1999 plan year, September 1 through December 31st, the benefit credit is established at $475.00. In subsequent plan year's, the benefit credit amount will be recommended and adopted through the annual budget process. For the purpose of this document, that dollar amount will be referred to as Benefit Credits. Each Eligible Employee will be allotted up to the maximum of the Benefit Credits per month to correspond to the Participant's Benefit Election Form under Section 4. Employee choices exceeding the maximum allotment of Benefit Credits, or required or chosen to be paid from Employee Compensation will be paid as cash deducted from the Participant's Compensation. The total of Employee and Employer contributions shall not exceed the amounts set forth on Schedule A attached hereto, as revised by the Employer from time to time. The Benefit Credits shall be allocated in accordance with the Benefits the Participant has designated pursuant to Section 3.2.

3.2 Election of Benefits. Each Eligible Employee shall submit to the Employer before the close of the Enrollment Period for each Plan Year, a Benefits Election Form identifying the Benefits to be provided by the Employer to the Eligible Employee, and the portion of the Eligible Employee's anticipated Benefit Credits for the Plan Year which may be applied to provide each Benefit. If the Participant's Benefit Credits actually exceed the sum of the amounts allocated to provide the Qualified Benefits chosen under the Plan, the Participant shall have the opportunity to elect to receive a supplemental retirement benefit pursuant to the City's Personnel Policies and Procedures 6.1.6. Each election under this Section 3.2 may be modified by the Employer to the extent required to enable the Plan, and payments hereunder, to satisfy the requirements of section 125 of the Code.

In the event that an Eligible Employee does not submit a Benefits Election Form during the Enrollment Period, the Employer will continue to apply the choices from the previous year's Benefit Election Form, altered to accommodate any rate changes

In the event that an Eligible Employee does not submit a Benefits Election Form during the Enrollment Period and there is no Benefits Election Form from the previous year, the Employee will be deemed to have chosen the following default elections: Pre-taxation of Employee paid premiums to medical, dental, and vision; after-taxation of Employee paid premiums to life insurance, and optional health/wellness insurance as provided by the Employer. No portion of this section is meant to contradict what is required by the Code to be pre-taxed or after-taxed.

3.3 Provision of Benefits. The Employer shall provide such Benefits as the Participant has elected under the Plan, in such amounts as do not exceed the amount allocated to the provision of each such Benefit pursuant to this Section 3.3 and subject to Employee Contributions, if any, pursuant to Section 3.1. Such Benefits shall be subject to the provisions of any such plan, contract, or other arrangement setting forth the further terms and conditions pursuant to which such Benefits are provided, and any condition or restriction imposed by an insurance company providing any Benefit, and the terms of each Employer plan under which Benefits are provided are incorporated by reference in this Plan.

3.4 Revocation and Modification of Elections. Once an Eligible Employee has elected Benefits under the Plan and the Plan Year has begun, he may not amend or revoke his election of Benefits, unless there is a change in family status such as marriage, divorce, or death of a spouse or child, birth or adoption of a child, or termination or assumption of employment of a spouse, switching from part-time to full-time employment status or from full-time to part-time status by the Employee or Employee's spouse, taking of unpaid leave by the Participant or his spouse (which leaves shall include the entering into or returning from "uniformed service" as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)), or the occurrence of a special enrollment period, as defined in Section 9801(f) of the Code. The revocation of a designation of Benefits and election of new Benefits may be made by an Eligible Employee, effective prospectively only for the remainder of the Plan Year, if both the revocation of existing designation of Benefits and election of new Benefits are made on account of and consistent with the previously described change in family status. Election changes may also be made if there has been a significant change in the health coverage elected by the spouse under the spouse's employer's plan as provided in proposed Treasury regulation sections 1.125-1(A-8) and 1.125-2(A-6). Before the Plan Year has begun, a Participant may amend or revoke his designation of Benefits to the extent that the Employer may provide. Any new election under this Section 3.4 shall be effective at such time as the Employer shall prescribe, but not later than the first available pay period beginning after the modified election form is completed and returned to the Employer.

3.5 Nondiscrimination. Contributions and Benefits under the Plan shall not discriminate in favor of Highly Compensated Employees nor shall the aggregate cost of the Benefits provided to Key Employees exceed 25% of the aggregate of such cost for the Benefits provided to all Employees under the Plan. The Employer may limit or deny any Employee's Benefit Election Form to the extent necessary to avoid any such discrimination.

3.6 Insurance Contracts. Some or all of the Benefits provided under the Plan may, at the discretion of the Employer, be provided by the purchase of insurance contracts issued by one or more insurance companies, or health care service contracts issued by or provided through a health care service provider, qualified

health maintenance organization, or preferred provider organization. Any dividends, retroactive rates, or other refunds which may become payable under any insurance or health care service contracts or benefit programs due to actuarial error in rate calculation shall be the property of and retained by the Participating Employer.

3.7 Benefit Costs. The cost of each Benefit shall be determined in a uniform manner according to the benefit option cost described on Schedule A attached hereto. Such costs are subject to change, at the discretion of the Employer, for any future Plan Year for current Participants and at any time prior to the commencement of participation for new Participants.

3.8 Termination of Employment. If an Eligible Employee separates from service with the Employer during a period in which he is covered under the Plan, the Employer may terminate the remaining portion of Benefits provided by the Plan. If a terminated Employee who has revoked coverage under the Plan is reemployed by the Employer, said Employee shall be prohibited from making a new benefit election in the Plan Year for which the revocation was effective, unless there was a change in family status as described in 3.4. However, the reemployed Employee may receive Benefits under the Plan in accordance with the election which was in effect prior to his termination of employment with the Employer.

3.9 Employee Contributions. To the extent a Participant does not have sufficient Benefit Credits to pay for the Benefits selected, the Employer is authorized to withhold the additional amounts as cash from a Participant's Compensation from the Employer to the extent required to pay for said Benefits. Further, the Employer may require that some of such withholdings be made on a post-tax basis.

If the cost of health coverage provided by an independent, third party provider under this Plan increases or decreases during the Plan Year, the Plan will, on a reasonable and consistent basis, automatically increase or decrease all affected Participants' elective contributions made under the terms of the Plan.

If a premium amount charged for health coverage by an independent, third party provider significantly increases, a Participant may make a change in the premium payments paid from his Compensation consistent with the increase or, in the alternative, may revoke an election made to receive health coverage. If an election is revoked, the Participant may choose from among other health programs offered under the Plan which provide similar coverage as allowed by the third party provider(s).

Whether an increase in premium payment is significant will be determined by the Employer, or by an individual appointed by the Employer, based on the facts and circumstances of each case.

3.10 Payment of Contributions While on FMLA Leave. A Participant who takes an unpaid leave of absence under the Family Medical Leave Act of 1993 ("FMLA Leave") and who elects to continue participation under this Plan shall be responsible for making the required contributions under the group health insurance plan offered under this Plan during the period of the FMLA Leave. The payment of contributions will be limited to the Employee's portion of the total premiums. The Employer will continue to provide the Employer portion of premiums as if the Employee was still working.

3.11 Uniformed Service Under USERRA. A Participant who is absent from employment with the Employer on account of being in "uniformed service", as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), may elect to continue participation in the Plan. The coverage period shall extend for the lesser of 18 months or until the Participant fails to apply for reinstatement or to return to employment with the Employer. The Participant shall be responsible for making the required contributions during the period which he or she is in "uniformed service". The manner in which such payments are made shall be determined by the Plan Administrator, in a manner similar to Section 3.10 (regarding the payment of contributions with respect to FMLA Leave). A Participant whose coverage under the group health insurance plan and/or the medical savings account portion of the Plan is terminated on account of his or her being in "uniformed service", and is later reinstated, shall not be subject to a new exclusion or waiting period requirement imposed by such group health plan and/or medical savings account, provided that such requirements would not have been imposed if coverage had not been terminated as a result of the "uniformed service".

Section 4 CONTRIBUTIONS

4.1 Funding. The Benefits provided herein shall be paid by the Employer and the Employee pursuant to Section 3 and the Participant's elections as indicated on the Benefit Election Form.

4.2 Execution of Agreements. Approximately 30 days prior to the beginning of the Plan year, the Employer shall provide a Benefit Election Form to each Participant and to each other Employee who is expected to become an Eligible Employee by the first day of the Plan Year. All Benefit Election Forms entered into by Participants in the Plan shall be executed before the close of the Enrollment Period for the Plan Year for which such agreements will be effective or, in the case of Participants who were not eligible to participate in the Plan at the beginning of the Plan Year, before the first day of the pay period after the date on which they become eligible to participate in the Plan. Each Benefit Election Form shall remain effective throughout the Plan Year unless revoked or suspended by reason of any Participant's ceasing to be an Eligible Employee. No Benefit Election Form may be revoked by any Participant during the Plan Year for which it is effective, except by reason of a family status change pursuant to Section 3.4. Any Participant who fails to execute appropriate agreements during the Enrollment Period shall be subject to the provisions as indicated in section 3.2. Any newly Eligible Employee who fails to execute appropriate agreements will also be subject to the provisions of 3.2 .

4.3 Amount of Compensation Reduction. The Compensation reduction amount shall be specified by the Eligible Employee in the Benefit Election Form. Such Compensation reduction shall not exceed the amount set forth on Schedule A attached hereto. The Compensation reduction amount shall be designated on a per pay basis.

4.4 Application of Compensation Reduction Amounts. All Compensation reduction amounts shall be applied to reduce the Participant's Compensation for each pay period in as nearly equal amounts as the Employer deems practicable, except as the Employer shall otherwise determine.

Section 5 ADMINISTRATION

5.1 Administrator. The Employer shall be the Plan Administrator for the purposes of ERISA.

5.2 Named Fiduciary. The Employer shall be the named fiduciary responsible for administration of the Plan. The Employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration which has been delegated by the Employer and any references to the Employer shall instead apply to the delegate.

However, if the employer assigns any of the Employer's responsibility to an Employee, it will not be considered a delegation of Employer responsibility but rather how the Employer internally is assigning responsibility.

5.3 Rules of Administration. The Employer shall adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. Records of administration of the Plan shall be kept, and Participants and their beneficiaries may examine records pertaining directly to themselves.

5.4 Services to the Plan. The Employer may contract for legal, actuarial, investment advisory, medical accounting, clerical and other services to carry out the provisions of the Plan. The costs of such services and other administrative expenses shall be paid by the Employer.

5.5 Funding Policy. The Employer shall periodically at its discretion review and determine the funding policy of the Plan, with the advice of such experts as the Employer deems appropriate.

5.6 Nondiscriminatory Operation. All rules, decisions and designations by the Employer under the Plan shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike.

5.7 Liability of Administrative Personnel. Neither the Employer nor any of its Employees shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 6 CONTINUATION OF COVERAGE

6.1 In General. The following provisions shall apply to Benefits provided to Eligible Employees and their dependents under the Plan, but only to the extent that the Benefits selected pertain to health care and medical coverage. This coverage shall be continued pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) Title X (COBRA).

6.2 Continuation of Coverage. To the extent required by Section 6.1 above, a qualified beneficiary who would lose coverage under this Plan as a result of a qualifying event is entitled to elect continuation coverage within the election period under this Plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required.

6.3 Type of Coverage. Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a qualifying event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all qualified beneficiaries under this Plan in connection with such group.

6.4 Coverage Period. The coverage under this provision will extend for at least the period beginning on the date of a qualifying event and ending not earlier than allowed under the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) Title X (COBRA) as amended from time to time.

6.5 Contribution. A qualified beneficiary shall only be entitled to continuation coverage provided such qualified beneficiary pays the applicable premium required in accordance with the applicable COBRA laws.

6.6 Notification by Qualified Beneficiary. Each covered Employee or qualified beneficiary must notify the City of Sammamish of the occurrence of a divorce or legal separation of the covered Employee from such covered Employee's spouse, and/or the covered Employee's dependent child ceasing to be a dependent child under the terms of this Plan within 60 days after the date of such occurrence. This 60-day time limit shall only apply to those occurrences as described in this paragraph which occur after the date of the enactment of the Tax Reform Act of 1986.

6.7 Notification to Qualified Beneficiary. The Employer shall ensure that written notice is provided to each covered Employee and spouse of such covered employee of his/her right to continuation coverage under this provision as required by federal law.

Notification of the requirements of this provision to the spouse of a covered Employee shall be treated as notification to all other qualified beneficiaries residing with such spouse at the time notification is made.

6.8 Definitions. The terms used in the text of this Section 6 are defined as follows:

A. "Dependents" means an individual who meets the definition of dependent under the Participating Employer provided health plan covering the Eligible Employee.

No person shall be considered a dependent of more than one Employee.

If both an Employee and an Employee's spouse are employed by the City of Sammamish, dependent children may be covered by either spouse, but not by both.

B. "Qualified Beneficiary" means an individual who, on the day before the qualifying event for a covered Employee, is a beneficiary under this Plan as the spouse or dependent child of the covered Employee. In the case of the termination of a covered Employee (except by reason of such covered Employee's gross misconduct) or the reduction in hours of the covered Employee's employment, the term qualified beneficiary includes the covered Employee. Effective, January 1, 1997, a child who is born to (or placed for adoption with) a Qualified Beneficiary who is a covered Employee during the Coverage Period shall also be a Qualified Beneficiary.

Exception – the term qualified beneficiary does not include an individual whose status as a covered Employee is attributable to a period in which such individual is a nonresident alien who received no earned income from the employer which constituted income from sources within the United States (within the meaning of Code section 911(d)(2) and section 861(a)(3)). If an individual is not a qualified beneficiary pursuant to this paragraph, a spouse or dependent child of such individual shall be considered a qualified beneficiary by virtue of the relationship to such individual.

C. "Qualifying Event" means with respect to a covered Employee, any of the following events which, but for the continuation coverage under this provision, would result in the loss of coverage of a qualified beneficiary:

(i) the death of the covered Employee;
(ii) the termination (except by reason of such covered Employee's gross misconduct) or reduction in hours of the covered employee's employment;
(iii) the divorce or legal separation of the covered Employee from such covered Employee's spouse;
(iv) the covered Employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare);
(v) a dependent child who ceases to be a dependent child under the terms of this Plan;
(vi) the Company's filing of Chapter 11 reorganization as it would affect retiree coverage.

Section 7 MISCELLANEOUS

7.1 Amendment and Termination. The Employer or its authorized representative may amend or terminate this Plan at any time by action of the Council. The Employer may amend this Plan retroactively to enable the Plan to qualify as a cafeteria plan under section 125 of the Code. No amendment shall deprive any Participant or beneficiary of any Benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

7.2 Effect of Plan on Employment. The Plan shall not be deemed to constitute a contract of employment between the Participating Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Participating Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him or her as a Participant of this Plan.

7.3 Alienation of Benefits. No Benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

7.4 Facility of Payment. If the Employer deems any person incapable of receiving Benefits to which he is entitled by reason of not having reached the age of majority, illness, infirmity, or other incapacity, the Employee may utilize the supplemental retirement option outlined in section 3. Such option shall, to the extent thereof, discharge all liability of the Employer.

7.5 Proof of Claim. As a condition of receiving Benefits under the Plan, any person may be required to submit whatever proof the Employer may require either directly to the Employer or to any person delegated by it.

7.6 Status of Benefits. The Employer believes that this Plan is in compliance with section 125 of the Code and that it provides certain Benefits to Employees which are tax free pursuant to other provisions of the Code. This Plan has not been submitted to the Internal Revenue Service for approval, and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting Benefits under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

7.7 Applicable Law. The Plan shall be construed and enforced according to the laws of the State of Washington to the extent not pre-empted by any federal law.

7.8 Source of Payments. The Employer and any insurance company contracts purchased or held by the Employer shall be the sole sources of Benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the Benefits payable under the Plan to such Employee or beneficiary.

7.9 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

7.10 Heirs and Assigns. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.

7.11 Headings and Captions. The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

7.12 Multiple Functions. Any person or a group of persons may serve in more than one fiduciary capacity with respect to the Plan.

7.13 Gender and Form. Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

7.14 No Reversion to Employer. At no time shall any part of Plan assets be used for, or diverted to, purposes other than for the exclusive benefit of Plan participants or their beneficiaries, or for defraying reasonable expenses of administering the Plan.

Adopted this _____ day of _____, 1999.

CITY OF SAMMAMISH

_____
Phil Dyer, Mayor

ATTEST:

_____
Ruth Muller, Interim City Clerk

CITY OF SAMMAMISH

FLEXIBLE BENEFITS PLAN

SCHEDULE A
EMPLOYEE CONTRIBUTION LIMITATIONS

Benefit Options	*Employee Contributions*
Medical Coverage	
Washington Physicians Service	*
Group Health Cooperative	*
Other Plans per union contract	*
Life Insurance	*
Health/Wellness Insurance	
Various Plans offered by various providers	*

* The employee contributions necessary to obtain the coverages set forth in this Schedule A above will be communicated by the Employer to Eligible Employees upon commencement of participation and to Participants at the time of the Enrollment Period. The Employee contribution required to obtain coverage under any of the above will be the maximum elected contributions required for coverage under such options.

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R99-22

DATE ACTION IS REQUESTED:	TITLE: A Resolution of the City of Sammamish, Adopting Personnel Policies	TYPE OF ACTION:
September 8, 1999		_____ Ordinance
APPROVED FOR COUNCIL PACKET:	ATTACHMENTS:	X Resolution
_____ City Manager	Resolution R99-22 Personnel Policies	_____ Motion
X Dept. Head		_____ Other

SUBMITTED BY: Finance Department

RECOMMENDATION: Motion to adopt Resolution No. R99-22 establishing Personnel Policies for the City of Sammamish fulltime regular employees.

DISCUSSION: The Administration and Finance Committees reviewed sample policies that are used by other cities and revised and edited a document to ensure good basic employment practices and standards consistent with State and Federal laws.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R99-22

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING PERSONNEL POLICIES

WHEREAS, the City desires to adopt personnel policies to establish guidance, support, and conditions of employment, and to provide standards consistent with State and Federal laws and good employment practices;

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

Section 1. Personnel Policies. The Personnel Policies attached hereto as Exhibit "A" and by this reference fully incorporated herein, as presently constituted or hereinafter amended, are hereby adopted as the City's Personnel Policies. A copy of the City's Personnel Policies has been filed with the City Clerk and identified with Clerk's Receiving No. _____.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 1999.

CITY OF SAMMAMISH

_____
Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____
Ruth Muller, Interim City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

F:\APPS\Sammam\res\personn.doc

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

City of Sammamish

Personnel Policies

RECEIPT OF PERSONNEL POLICIES

ACKNOWLEDGEMENT AND DISCLAIMER

Please read the following, then sign, date and return the form to the City Manager or the person designated by the City Manager to receive this form. This form will be placed in your personnel file.

Enclosed are the City of Sammamish's personnel policies. It is your responsibility to read these policies as they will acquaint you with your employee benefits, our personnel practices and rules, and some organizational philosophy.

It is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the City and its employees. Although we hope that your employment relationship with us will be long term, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship. Unless specific rights are granted to you in an employment contract, civil service rules, or elsewhere, all employees of the City are considered at-will. Either the employee or the City may terminate the employment relationship at any time, with or without cause, as either party may deem appropriate.

As the City grows and changes, personnel policies may change. The City, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate. You will be notified of any such changes.

Please also understand that no supervisor, manager or representative of the City, other than the City Manager, has the authority to make any written or verbal statements or representations which are inconsistent with these policies.

If you have any questions about these policies, or any other policies of the City, please feel free to ask your supervisor, department director or the City Manager.

ACKNOWLEDGEMENT

- I HAVE READ AND UNDERSTAND THE STATEMENTS ABOVE.
- I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO COMPLY WITH THESE POLICIES.
- I UNDERSTAND THAT MY EMPLOYMENT IS AT WILL.
- I UNDERSTAND THAT THE POLICIES AND PROCEDURES HEREIN ARE NOT INTENDED TO BE A CONTRACT AND MAY BE CHANGED BY THE CITY AT ANY TIME.

_____

Employee Signature

_____

Employee Printed Name

_____

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1 GENERAL PROVISIONS

1.1 PURPOSE/SCOPE

1.1.1 The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens and visitors of the City.

1.1.2 These personnel policies apply to all City employees except elected officials, appointed officials, members of appointed boards and commissions, and independent contractors.

1.1.3 This manual is a general informational guide to the City's current employment policies and shall not be construed as a contract. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual, as the City deems necessary and appropriate, without advance notice. These policies shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. The City also reserves the right to deviate from these policies in individual situations, particularly in an emergency, at the City's sole discretion.

1.1.4 The provisions of this manual, as an informational document, yield to all more specific or conflicting provisions of contracts such as collective bargaining agreements, contracts with other agencies or individual contracts of employment. In the event of any conflict with City ordinance, state or federal law, rule or regulation, the ordinance, statute rule or regulation shall prevail. These policies shall be interpreted to conform to all applicable ordinances and other statutes.

1.1.5 Employment with the City is at-will, which means that the employee or the City can terminate the employment relationship at any time, with or without notice, with or without reasonable cause. These policies do not modify in any way, the at-will status of the employment relationship. Any representation to the contrary is unauthorized and rescinded.

1.1.6 The only person authorized to contract with other agencies or enter into individual contracts of employment is the City Manager, subject to City Council approval. In order to be binding, all such contracts must be in writing and signed by both parties.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

1.2.1 The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, medical condition, physical handicap or disability, sexual orientation, or any other basis prohibited by local, state or federal law.

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

1.2.3 Employees with life threatening illnesses, such as cancer, heart disease, or AIDS/HIV conditions, or communicable diseases such as tuberculosis or influenza, are treated the same as all other employees. They are permitted to continue working so long as they

are able to maintain an acceptable level of performance and medical evidence shows they do not pose a direct threat to the health and safety of themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions when an employee's disability creates a significant risk of substantial harm that cannot be eliminated or reduced by reasonable accommodation.

1.3 ANTI-HARASSMENT POLICY

1.3.1 It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times, despite individual differences.

1.3.2 Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation, age or disability. See Harassment/Discrimination Complaint Procedure, Policy 1.3A, for guidance on what to do if you experience harassment.

1.3.3 Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is also inappropriate and offensive and will not be tolerated by the City.

1.3.4 Sexual harassment is behavior of a sexual nature which is unwelcome. Examples of sexual harassment include verbal behavior such as unwanted sexual comments, suggestions, jokes or pressure for sexual favors; non-verbal behavior such as suggestive looks and leering; and physical behavior such as pats or squeezes, or repeatedly brushing against someone's body. Other conduct also may constitute sexual harassment depending upon given facts and circumstances.

1.3.5 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitute sexual harassment when:

- It is part of a manager's or supervisor's decision to hire or fire;
- It is used to make other employment decisions like pay, promotion, or job assignments; or
- It creates an intimidating, hostile, or offensive work environment.

Employees engaging in improper harassment are subject to discipline, including termination. See Harassment/Discrimination Complaint Procedure, Policy 1.3A, for guidance on what to do if you experience sexual harassment.

1.3A HARASSMENT/DISCRIMINATION COMPLAINT PROCEDURE

1.3A.1 Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the

citizens they serve. The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

1.3A.2 Should you believe that you have been harassed or are the victim of discrimination, you should try, if possible, to identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or impossible, you should discuss your concern immediately with the Department Director or City Manager. No employee will suffer retaliation for reporting such concern. To the extent possible, complaints will be handled confidentially.

1.3A.3 If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, reprimands, an employee transfer, demotion, suspension or termination.

1.4 DEFINITIONS

1.4.1 **Contract Employee**: An employee who works under a written Employment Agreement authorized by the City which sets the terms and conditions of employment. Contract employees are not covered by these policies unless specifically provided in the Employment Agreement.

1.4.2 **Exempt or Non-exempt**: All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) regulations and state law for consideration of overtime compensation.

1.4.3 **Immediate Family**: An employee's immediate family includes the employee's spouse, child, stepchild, parent, stepparent, brother or sister, stepbrother or sister, mother or father-in-law, son or daughter-in-law.

1.4.4 **Regular Full-Time Employee:** An employee, hired by the City, who has completed his/her Work Trial Period and who is regularly scheduled to work a minimum of forty (40) hours a week on a continuing basis.

1.4.5 **Regular Part-Time Employee:** An employee, hired by the City, who works less than forty (40) but at least twenty (20) hours a week on a continuing basis and is eligible for pro-rated City benefits.

1.4.6 **Temporary Employees:** Temporary employees are defined as those employees who hold jobs of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits.

1.5 EMPLOYEE PERSONNEL RECORDS

1.5.1 The primary personnel file for each employee is kept in the City Manager's office, and access is limited to the employee's immediate supervisor, the department director, and the City Manager or the City Manager's designee. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, original employment application, changes in employment status, training record, performance evaluations, personnel actions affecting the employee, including discipline, resumes, letters of commendation, and other pertinent information. Employees have responsibility to notify the City of all status changes such as address, dependents, tax filing status, beneficiaries, and other

pertinent information which effects benefits or other information as it pertains to the City's ability to contact or pay the employee in an accurate, timely manner.

1.5.2 An employee's medical records shall be kept in a separate medical file. Access to this file is limited to the City Manager or the City Manager's designee, and the employee.

1.5.3 An employee has the right to review his/her file during regular business hours. An employee may submit a request to the City Manager to remove irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.

1.5.4 Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information and notification of the request to the employee. Washington state law controls the City's release of such documents.

1.6 REFERENCES

1.6.1 The City does not give references, other than to confirm the dates of employment and last salary, without the express written consent and a liability release to the City from the employee. Only the City Manager or the employee's department director is authorized to provide employment references on current or former City employees.

2 HOURS AND ATTENDANCE

2.1 WORK SCHEDULING

2.1.1 The City's standard workweek is Monday through Friday from 8:00 a.m. to 5:00 p.m. with a one hour unpaid lunch period, and such breaks as may be required by law.

2.1.2 A normal working schedule for regular, full-time employees consists of forty (40) hours each workweek. Different work schedules may be established by the City to meet job assignments and provide necessary City services, or to comply with State or Federal laws. Each employee's department director will advise the employee regarding his/her specific working hours.

2.1.3 Part-time, contract, and temporary employees will work hours as specified by their department directors.

2.1.4 Flex scheduling and Tele-commuting may be permitted, subject to the approval of the City Manager and Department Director, provided that such alternative work scheduling is done in a manner that fully meets the needs and requirements of the City.

2.2 HOURS OF WORK AND OVERTIME

2.2.1 All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") regulations and state law for consideration of overtime compensation.

2.2.2 The regular work period is forty (40) hours within a seven (7) day workweek, commencing Sunday at 12:00 a.m. and ending at 11:59 p.m. the subsequent Saturday.

2.2.3 Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off at the discretion of the employee, when they work more than the maximum numbers of hours during a regular work period. Such overtime shall be calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period

2.2.4 All overtime hours or work must be authorized in advance by the employee's department director.

2.2.5 When computing overtime, holidays, sick leave and vacation time are not counted as hours worked.

2.2.6 Exempt employees are not covered by the FLSA overtime provisions and are not entitled to overtime compensation.

2.3 COMPENSATORY TIME

2.3.1 Employees entitled to overtime pay may request compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's Department Director. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. Maximum accruals of compensatory time shall be limited to twenty-four (24) hours for regular employees. After maximum accrual, overtime compensation shall be paid. Compensatory time cannot be carried over at the end of the calendar year.

2.3.2 Employees may use compensatory time within a reasonable time period after making a request to their Department Director, unless doing so would unduly disrupt City operations. Compensatory time should be used for short-term absences from work during times mutually agreed to by the employee and his/her Department Director. Accumulation of compensatory time to be used as a substitute for extended vacation time off is not normally permitted.

2.3.3 If an employee is unable to use accrued compensatory time within ninety (90) calendar days, the employee will be paid his/her original overtime wage. Any unused compensatory time as of December 15 shall be paid to the employee at the original overtime wage.

2.4 ATTENDANCE

2.4.1 Punctual and consistent attendance is a requirement of employment. Each department director is responsible for maintaining an accurate attendance record of his/her employees.

2.4.2 Employees unable to work or unable to report to work on time should notify the supervisor or department director as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for notifying the supervisor or department director of the anticipated return date. If the supervisor is unavailable, the employee may leave a message with the City Manager or his/her designated representative, stating the reason for being late or unable to report for work.

2.4.3 Employees are expected to be at work during inclement weather. Department directors may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued vacation time, compensatory time or the employee may elect to take the time unpaid. When the City Manager declares the City offices officially closed, employees who were scheduled to work will be paid.

2.4.4 An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

2.5 BREAKS AND MEAL PERIODS

2.5.1 Employees may take one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public, and cannot be used at the start or end of the day. The employee's department director shall schedule meal periods. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid and usually one hour in length.

2.6 CALL BACK

2.6.1 All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. Non-exempt employees called back to duty will be paid their appropriate rate of pay for hours worked (the overtime rate, if applicable), with a minimum of two hours of callback pay.

2.7 PAYROLL RECORDS

2.7.1 The official payroll records are kept by the Administrative Services Director, or designee. Each department director is required to submit records semi-monthly.

2.7.2 By signing the work record, the employee certifies the information is true and correct.

3 EMPLOYMENT POLICIES

3.1 RECRUITING

3.1.1 Recruiting is based entirely on ability, merit, qualifications and competence, without regard to race, color, religion, national origin, sex, marital status, pregnancy, physical handicap, disability, age sexual orientation, or any other basis protected by local, state, or federal law.

3.1.2 Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application. The application shall become a part of each employee's permanent personnel record.

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

3.1.4 The City is committed to providing service to its citizens through highly qualified personnel. Recruitment will be conducted internally first if there are at least three eligible and qualified internal candidates available. When there are less than three qualified internal applicants to select from, an open process may be utilized which encourages the participation of current City employees, in addition to applicants who are not currently employed by the City.

3.2 HIRING

3.2.1 When a position becomes vacant prior to any posting or advertisement of the vacancy, the department director shall review the position, its job description and the need for such a position. The department director will prepare and submit a written request to fill the position to the City Manager.

3.2.2 Residency within the City shall not be a condition of initial appointment or continued employment except when required by State law. Provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.

3.2.3 Applicants for positions for which the applicant is expected to operate a motor vehicle will be required to present a valid Washington State driver's license with any necessary endorsements. Driving records of applicants will be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.

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

3.2.5 After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination, which may include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well being of other employees or the public. The offer of employment will be conditioned on the results of the examination.

endanger the health, safety or well being of other employees or the public. The offer of employment will be conditioned on the results of the examination.

3.2.6 A candidate will be disqualified from consideration if: (1) found physically and/or mentally disabled and unable to perform the essential duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace); (2) when required pursuant to a bona fide occupational qualification the candidate refuses to submit to a post offer medical examination or to complete medical history forms; or (3) if the exam reveals the current use of controlled substances and/or disabling alcoholism, where such alcoholism cannot be reasonably accommodated; (4) a reference check fails to confirm an individual's stated qualifications or a background check reveals information which indicates that an individual's prior performance, criminal record or activities are incompatible with public employment.

3.3 TEMPORARY EMPLOYEES

3.3.1 With approval of the department director, temporary employees may be used during emergencies or other peak workload periods, to temporarily replace regular employees absent due to disability, illness, and vacation or other approved leave, or to temporarily fill a vacancy until a regular employee is hired.

3.3.2 Temporary employees may be hired without competitive recruitment or examination.

3.3.3 Temporary employees are eligible for overtime pay as required by law. Temporary employees are not eligible and do not receive retirement, vacation, sick leave, health insurance, holiday or any other benefits during their employment.

3.3.4 Temporary employees shall make the legal contribution to the Social Security system, as does the City on their behalf. Temporary employees will normally not be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria. Temporary employees will not participate in the social security replacement program provided by the City.

3.4 WORK TRIAL PERIOD

3.4.1 All newly hired employees and employees who have been promoted to a new position enter a work trial period. This period is considered an integral part of the selection and evaluation process. During the work trial period an employee is required to demonstrate suitability for the position through actual work performance.

3.4.2 The normal work trial period is six (6) months from the employee's date of hire or promotion; however, longer periods may be established for positions requiring technical, professional, specialized, unusual or unique skills or qualifications.

3.4.3 A performance evaluation may be conducted monthly for the first six months. A performance evaluation shall be completed at the conclusion of the work trial period. The work trial period will not be shortened for any reason.

3.4.4 When a department director determines an employee has satisfactorily completed the work trial period, the department director shall prepare a written performance evaluation, which will be reviewed by the City Manager. If the work trial period is satisfactorily completed, a new employee may be certified to regular employment status or a promoted employee shall have the promotion confirmed by the City Manager. The

employee should receive his/her annual evaluation one year after the completion of the work trial period.

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)

3.5.1 Employees' immediate family, as defined in these policies, will not be employed by the City under any of the following circumstances:

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

b) Where one party would be responsible for auditing the work of the other;

c) Where it is necessary to avoid the reality or appearance of improper influence or favor, or to protect confidentiality.

3.5.2 If two employees marry, become related or begin sharing living quarters with one another, and in the City's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to continue employment with the City, unless reasonable accommodations, as determined by the City Manager, or his designee, can be made to eliminate the potential problem. The decision as to which employee will remain with the City must be made by the two employees within five (5) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision has been made during this time, the City Manager reserves the right to terminate either employee. Failure to notify the City of such circumstances may result is the termination of both parties.

3.6 PROMOTIONS AND TRANSFERS

3.6.1 The City encourages current City employees to apply for vacant City positions for which they are qualified. Promotions and transfers are based on the department director's recommendation, work force requirements, performance evaluations, job descriptions and related City requirements.

3.6.2 Regular employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her work trial period and possess the qualifications for the vacant position, unless such requirements are waived by the City Manager in the best interests of the City.

4 COMPENSATION

4.1 SALARY CLASSIFICATION AND GRADES

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

4.2 EMPLOYEE PAY RATES

4.2.1 Employees should be paid within the limits of the wage range to which their positions are assigned.

4.2.2 The City Manager may approve hiring a new employee at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions justify a starting rate greater than the minimum.

4.2.3 Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the department director may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

4.3 PAYDAYS

4.3.1 City employees are paid semi-monthly. If a regularly scheduled payday falls on holiday, pay will be distributed on the preceding working day.

4.4 DEDUCTIONS

4.4.1 The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions requested in writing by the employee and authorized by the City Manager or City Manager's designee.

4.5 TRAVEL AWAY FROM THE CITY

4.5.1 All travel activity shall conform to the Travel Policy adopted by the City Council and attached to these Policies and Procedures as Appendix B.

4.6 COMPENSATION UPON TERMINATION

4.6.1 When an employee's employment with the City is terminated in good standing as defined in these policies, the employee will receive the following compensation:

- Regular wages for all hours worked up to the time of termination which has not already been paid.
- Any overtime or holiday pay due.
- A lump sum payment of any accrued but unused vacation and compensatory time.
- Benefits as defined by Social Security replacement program.

5 PERFORMANCE EVALUATIONS AND TRAINING

5.1 PERFORMANCE EVALUATIONS

5.1.1 To achieve the City's goals of training, promoting and retaining the best qualified employee for every job, the City conducts performance evaluations for all positions. The City Manager is responsible for developing and implementing the City's performance evaluation program.

5.1.2 Each employee will receive a performance evaluation by the supervisor or department director annually on forms provided by the City. Evaluations will take place during the work trial period per paragraph 3.4.3 and annually thereafter. The annual evaluation will take place on or near the anniversary of the date of hire. The evaluation shall objectively assess the employee's performance during the preceding twelve (12) month period and, as appropriate, set out a plan for improvement in the coming period. Results of the evaluation shall be reviewed and discussed with the employee prior to review by the City Manager and filing in the employee's personnel record.

5.1.3 The completed evaluation form shall be signed by the department director and the employee prior to review by the City Manager. The employee's signature indicates only that the department director discussed the evaluation with the employee but does not signify concurrence in the evaluation by the employee.

5.1.4 Every employee shall have the right to appeal an annual evaluation in the manner provided in Section 8.12 hereof.

5.1.5 No employee shall be considered for a step increase or promotion except upon having received an evaluation of satisfactory or above.

5.1.6 The evaluation becomes part of an employee's permanent personnel record and may be a factor in determining such matters as the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

5.2 TRAINING POLICY

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

5.2.2 Training that takes the employee away from the city during regular working hours shall be approved by the City Manager.

6 BENEFITS

6.1 RETIREMENT BENEFITS

6.1.1 The City makes contributions on behalf of all eligible employees to the Social Security replacement program in lieu of Social Security System, in addition to those contributions made by the employee through payroll deductions.

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

6.1.3 The City participates in a 457 deferred compensation program. All regular employees are permitted to make contributions into this tax-deferred program, to the maximum amount allowed by law. The City Manager may recommend and City Council may approve qualified programs.

6.1.4 Employees intending to retire should notify their department director of their intent to retire as early as possible to provide for an orderly transition.

6.1.5 The City reserves the right to modify or withdraw all benefits, including retirement benefits at any time.

6.1.6 The City may offer to regular full-time employees optional benefit plans such as life insurance, deferred compensation or other retirement plans, etc. These benefits, when offered, are at the option of the employee. If costs exceed the city's benefit contribution, the remainder of costs incurred are the responsibility of the employee. In the interest of equity to all eligible employees regardless of their individual insurance choices, the City shall permit any employee who does not choose to allocate the City's benefit contribution entirely to insurance costs to assign an amount equal to the unused portion of the City's benefit contribution to a supplemental retirement plan as allowed by the Internal Revenue Code.

6.2 WORKERS COMPENSATION

6.2.1 The Washington State Industrial Insurance programs cover all employees. This type of insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for work days lost for any disability resulting from job-related injuries or illnesses, subject to applicable law. All job-related accidents should be reported immediately to the supervisor.

6.2.2 When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Workers' Compensation benefits.

6.2.3 When the employee receives Workers' Compensation benefits, he/she is required to repay to the City the amount covered by Workers' Compensation and previously advanced by the City. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability provided sick leave is available. No employee shall receive more than he/she would have received had the injury not

occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.

6.2.4 An employee receiving workers' compensation for a time-loss accident shall continue to accrue vacation leave and sick leave for a period not to exceed six (6) months, and the City will continue to make available at the employees expense the usual health, dental and life insurance for a one-year period.

6.2.5 The City may require an examination, at its expense, performed by a medical care provider, to determine when the employee can return to work. The examination is to assure the employee will be capable of performing the essential functions of the position.

6.2.6 In the event an employee receives workers' compensation in addition to salary, he or she shall endorse each workers' compensation disability check, as received, to the City. The City will then pay the employee's sick leave until his/her accrued sick leave is exhausted. The workers' compensation check will be credited against sick leave with a corresponding credit to earned sick leave.

6.3 INSURANCE BENEFITS

6.3.1 Employees are eligible to participate in the City's insurance programs. The programs and criteria for eligibility will be explained at the time the employee becomes eligible to join. The City provides a benefit credit for the purchase of medical insurance and other health insurance as provided in the cafeteria plan. The City pays 100% of full family dental insurance and vision insurance. The City reserves the right to make changes in the carriers and provisions of these programs, or to eliminate them, when deemed necessary or advisable.

6.3.2 Upon mutual agreement between the employee and the City, and in accordance with the terms and conditions of the insurance policy, the City will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence. Continued insurance coverage provided for by Federal Law (COBRA) may apply in the event coverage is not extended through the City.

6.3.3 Upon an employee's termination from City employment, at the employee's option and expense, the employee may elect to continue City health insurance benefits to the extent provided under COBRA. Continuation rights are not available if an employee is terminated for "gross misconduct."

7 LEAVES OF ABSENCE AND TIME OFF

7.1 LEAVES

7.1.1 The City provides the following types of leave:

1. Vacation leave
2. Personal leave
3. Sick leave
4. Leave without pay
5. Jury and Witness leave
6. Military leave
7. Administrative leave
8. Bereavement leave

7.2 VACATION

7.2.1 Each regular full-time employee is entitled to vacation leave as follows:

Non-Exempt Employees Accrual Rate:

Years of Employment	semi-monthly hourly accrual	Vacation Days per Year
First Year	3.333 hours	10 days
Fifth year	5.000 hours	15 days
Tenth Year	6.000 hours	18 days
Fifteenth Year	7.000 hours	21 days
Twentieth Year	8.333 hours	25 days

Exempt Employees Accrual Rate:

Years of Employment	semi-monthly hourly accrual	Vacation Days per Year
First Year	5.000 hours	15 days
Fifth year	6.000 hours	18 days
Tenth Year	7.000 hours	21 days
Fifteenth Year	8.000 hours	24 days
Twentieth Year	9.000 hours	27 days

7.2.2 Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for vacation benefits. Employees do not accrue vacation leave during a leave without pay.

7.2.3 The number of vacation days earned per year is based on the number of years of employment with the City. Vacation hours will be earned semi-monthly, so that the annual total equals the "vacation days per year" based on the number of years of employment. At the City Manager's discretion, municipal experience directly related to the new position in another jurisdiction may be credited to an employee as years of service with the City. The City Manager may provide accrued vacation time at the time of hire.

7.2.4 Each department director is responsible for scheduling his/her employees' vacations so as not to cause undue disruption of department operations.

7.2.5 The maximum number of vacation hours which may be carried over from one calendar year to the next is one half the prior years accrual. In cases where City operations have made it impractical for an employee to use vacation time, or where the employee has made suitable arrangements with the department director approved by the City Manager, additional accruals may be authorized, at the City's sole discretion. Employees will be paid for unused vacation time upon termination of employment up to a maximum of 240 hours accrued vacation leave. Vacation time earned in excess of said maximum limit shall be taken prior to termination or forfeited.

7.2.6 An employee hired on or before the first pay period of any month shall accrue vacation leave from the first day of that period. An employee hired after the first pay period of any month shall accrue vacation from the first day of the next pay period following.

7.2.7 An employee who terminates employment prior to completion of his/her work trial period shall not be entitled to payment for unused vacation time.

7.3 SICK LEAVE

7.3.1 All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. The total accrual will not exceed 120 hours. Regular part-time employees will accrue sick leave benefits on a pro-rata basis according to hours worked. Employees do not accrue sick leave benefits during a leave without pay.

7.3.2 Employees accrue and may use sick leave during their work trial periods. Temporary employees do not earn sick leave benefits.

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

a) Physical injury or illness to the employee;

b) The need to care for the employee's minor dependents who are ill;

c) Medical or dental appointments for the employee or minor dependents, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

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

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

f) Periods of disability and recovery associated with pregnancy or childbirth; or

g) The critical illness of an immediate family member.

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

7.3.5 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may use accrued vacation leave. With the City Manager's prior approval, the employee may be placed on leave without pay. Leave without pay shall not exceed one hundred and eight (180) calendar days, provided such leave does not interfere with the orderly and efficient provision of service.

7.4 Leave without Pay

7.4.1 The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work due to a prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) calendar days per year.

7.4.2 Only regular full-time and part-time employees who have satisfactorily completed their work trial period are eligible for leave without pay. The following requirements apply:

a) Leave may be granted to an employee for a period of up to ninety (90) calendar days upon the approval of the City Manager. Further extensions are at the discretion of the City Manager, if such leave does not interfere with the orderly and efficient provision of services to the citizens of the City

b) Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.

c) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.

7.4.3 An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned. An employee returning from a temporary disability may, at the City's option, return to the same position or similar position at a comparable rate of pay.

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

7.5 Jury and Witness Leave

7.5.1 The City provides all employees leave for the full period of jury duty service. Regular full-time and part-time employees who have completed their trial period receive paid jury

duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance the additional leave will be unpaid. Exempt salaried employees who are asked to serve longer than two weeks shall contact the City Manager to discuss whether further paid leave will be provided. Payment provided by the court during periods of paid jury leave must be paid over to the City, excluding expense reimbursements, such as mileage. Employees must provide their supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, the employee shall provide their supervisor with proof of jury service.

7.5.2 All employees summoned to testify in court are allowed time off for the period they serve as a witness. In general, witness duty leave is unpaid unless the employee is a witness in a case involving the City. For exempt salaried employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit

7.6 ADMINISTRATIVE LEAVE

7.6.1 On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time, as determined by the City Manager to be in the best interests of the City.

7.7 MILITARY LEAVE

7.7.1 Employees who are members of the National Guard or federal reserve military units may be absent from their duties, with pay, for a period of up to fifteen (15) calendar days per calendar year when they are performing ordered military duty and while going to and from that duty.

7.8 BEREAVEMENT LEAVE

7.8.1 Bereavement leave with pay may be taken for the funeral of immediate family, not to exceed three (3) days. Employees may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding the normal bereavement leave time. Where extended travel is a factor, the City Manager may extend the three (3) day period.

7.9 HOLIDAYS

7.9.1 The City of Sammamish provides employees with a list of twelve available paid holidays of which they may select eleven. City Hall is official closed on all holidays except the personal floating holidays selected by employees. The City Manager and the employees director may restrict holiday leave to ensure staffing needs are meet.

New Years 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	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Personal Leave Day	(must be taken within the calendar year)

7.9.3 Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

7.9.4 Employees required to work on a selected holiday with be given another day off. Non-exempt employees called back to work on a holiday will be compensated at overtime rates. Such time must be pre-authorized by the supervisor.

7.9.5 Temporary employees will be paid at their regular straight-time rate for hours worked on a holiday.

7.9.6 Employees hired prior to July 1st will be entitled to a personal leave day for the year. Employees hired after July 1st do not receive a personal leave day in the year hired.

7.10 RELIGIOUS HOLIDAYS

7.10.1 If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her department director's approval, take the day off using vacation, compensatory time, personal leave, or leave without pay.

7.11 FAMILY MEDICAL LEAVE ACT

7.11.1 At such time that the City employs 50 or more employees, the City will consider the integration of sick leave policies with Family Medical Leave Act (FMLA) leave policies.

8 EMPLOYEE RESPONSIBILITIES AND CONDUCT

8.1 GENERAL POLICY

8.1.1 All City employees are expected to represent the City to the public in a professional manner. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and department director.

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

8.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

8.2.1 This policy is enacted to establish guidelines for ethical standards of conduct which shall govern the performance of City employees in the conduct of City business, and to prevent potential conflicts of interest.

8.2.2 Interest means direct or indirect monetary or material benefit accruing to a City employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the City, except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this section, an employee shall have an interest in the affairs of:

a) Any person of the employee's family or any person with whom the employee has a close or ongoing business or social relationship.

b) Any business entity in which the City employee has an ownership interest and/or is an officer, director, or employee

8.2.3 No City employee shall engage in any act that is in conflict with, or creates an appearance of conflict with, the performance of their employment responsibilities. Any employee is deemed to have a conflict of interest if the employee:

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

b) Engages in, accepts private employment from or renders services for private interest when such employment or service is incompatible with the proper discharge of their employment responsibilities or would tend to impair independence of judgment or action in the performance of their employment responsibilities.

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

d) Uses their position with the City to make recommendations to the Public regarding private contractors where they have a financial interest in the firm or company.

e) Solicits, accepts or seeks anything of economic value as a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action of the City.

8.2.4 The following are considered appropriate actions by City personnel:

a) Attendance of an employee at a meal when it is provided in conjunction with a meeting directly related to the conduct of the City business or where official attendance by the employee as a staff representative.

b) An award publicly presented in recognition of public service. Such as any gift which would have been offered or given to the employee if he or she were not a City employee, advertising novelties not exceeding $10.00 in value which are widely distributed to others under essentially the same business relationship with the donor, or company product models and pictures made generally available under customer and public relations programs.

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

a) Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;

b) Is conducted during the employee's work hours;

c) Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;

d) Is employment with a firm which has contracts with or does business with the City; or

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

8.2.6 An employee who chooses to have an additional job, contractual commitment or self-employment may do so only after obtaining prior approval from the City Manager.

8.3 POLITICAL ACTIVITIES

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

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

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

8.4 NO SMOKING POLICY

8.4.1 For health and safety considerations, the City prohibits smoking by employees in all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices.

8.5 USE OF CITY VEHICLES AND EQUIPMENT

8.5.1 Use of City phones including cellular phones for local personal phone calls should be kept to a minimum; long distance personal calls must be charged to the employees credit card or home phone. City equipment, including computers and vehicles, will only be used by employees for City business. An employee's misuse of City services, telephones, equipment or supplies can result in disciplinary action including termination.

8.5.2 Per Washington law, anyone operating or riding in City vehicles or using a personal vehicle for city business must wear seat belts at all times. All vehicles must be operated in accordance with State law. Violations and fines received by employees when operating City vehicles are the responsibility of the operator.

8.5.3 Any and all products, including working papers and documentation, developed by city staff, developed on city time, or on city property, or funded with city dollars, are the property of the City. It is the intent of the City that products, including any and all working papers and documentation, developed by contract employees or consultants, developed on city time, or on city property, or funded with City dollars, are the property of the City.

8.6 BULLETIN BOARDS

8.6.1 Information of special interest to all employees is posted regularly on the City bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the City Manager. The city shall maintain a City SAFETY BULLETIN BOARD in each work place.

8.7 CONTACT WITH NEWS MEDIA

8.7.1 The City Manager, or designated department directors, shall be responsible for all official contacts with the news media, including answering of questions from the media. The City Manager or department director may authorize specific employees to provide procedural, factual or historical information on particular subjects.

8.8 DRIVER'S LICENSE REQUIREMENTS FOR DRIVERS OPERATING CITY VEHICLES

8.8.1 Employees assigned to operate city vehicles shall maintain at their expense a valid Washington State Driver's license applicable for the vehicle to be operated.

8.8.2 The City will conduct checks of all drivers license records to assure that all policies are followed.

8.8.3 If an employee's license is revoked, suspended or lost, or is in any other way not current, valid and in the employee's possession, the employee shall immediately cease driving City vehicles and shall promptly notify his/her department director. The employee will not resume driving until proof of a valid, current license is provided to his/her department director.

8.8.4 Depending on the duration of license suspension or loss, and its effect on the employees ability to carry out their work duties, an employee may be subject to disciplinary action, including termination.

8.9 SAFETY

8.9.1 Every employee is responsible for maintaining a safe work environment and for following City safety rules and Washington Industrial Safety and Health Act rules (WISHA). Each employee shall promptly report all unsafe potentially hazardous conditions to his/her department director. The City will make every effort to remedy problems as quickly as possible.

8.9.2 In case of an accident involving a personal injury or property damage, regardless of how serious, employees shall immediately notify their department director or the City Manager.

8.10 DRUG FREE WORK PLACE AND SUBSTANCE ABUSE

8.10.1 The City of Sammamish is committed to protecting the safety, health, and well-being of its employees, the community which it serves and all people who come into contact with its workplaces and property, and/or use its products and services. Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, the City of Sammamish is committed to assuring a drug-free working environment for all of its employees.

8.10.2 The City of Sammamish strictly prohibits the following:

a) The use, sale, manufacture, distribution, dispensing and possession of unlawful drugs, drug paraphernalia, or alcohol on City premises or during work hours;

b) The abuse of prescriptions and/or over the counter drugs. "Abuse" means use that significantly affects work performance and/or which may create the risk of damage or injury to persons or property, including the employee; and

c) Reporting to work while under the influence of alcohol or with the odor of alcohol on the breath.

8.11 SUBSTANCE ABUSE - DRUG AND ALCOHOL TESTING

8.11.1 The purpose of this policy is to assure employee fitness for duty and to protect employees and the public from risks posed by employee use of alcohol and drugs.

8.11.2 When employees are on the job, they are expected to be physically free from any impairment or substance which could contribute to an injury, property damage, or interfere with productivity. They are to be free of illegal drugs or potentially impairing levels of legal substances. In short, all City employees are expected to be "fit for work."

8.11.3 Employees are encouraged to notify their supervisors when they are taking over-the-counter or doctor prescribed drugs that could prevent the employee from performing his or her job safely and effectively.

8.11.4 An employee convicted of a controlled substance-related violation must inform the City within five (5) days of such conviction.

8.11.5 The City is required to inform any federal granting agency within ten (10) days after receiving notice of any employee convicted of a violation as described above that occurs in the workplace.

8.11.6 Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. The City may require employees who violate this policy to successfully complete a drug abuse rehabilitation program as a condition of continued employment.

8.11.7 Employees may be required to submit to alcohol, drug or controlled substance testing when: an employee's work performance causes reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use; testing is required prior to appointment to a position; as a result of a job related accident; or in cases where continued employment has been conditioned, in a return to work agreement, upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing, when requested, may result in immediate disciplinary action up to and including termination.

8.11.8 Employees who hold a commercial driver's license (CDL) and who operate commercial vehicles while employed by the City are required by the federal government to be tested on a random basis and under certain conditions. Employees who fall into this category shall be informed by their Department Director of the rules and circumstances of the testing program established by the City to comply with the law.

8.11.9 Employees who voluntarily enter treatment programs for drug or alcohol addiction shall not be subject to discrimination or retaliation. Such occurrences will be regarded as medical conditions with regard to City provided benefits and rights. However, the City may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs or other controlled substances.

8.12 COMPLAINT PROCEDURE

8.12.1 The City recognizes that situations arise in which an employee feels that he or she has not been treated fairly or in accordance with City rules and procedures or evaluated correctly for performance. For this reason the City provides its employees with procedures for resolving complaints.

8.12.2 Step 1: An employee should first try to resolve any problem or complaint with his/her supervisor, within five (5) working days of becoming aware of the incident or evaluation.

8.12.3 Step 2: When normal communication between an employee and the supervisor is not successful, when the problem or complaint involves discrimination or harassment by the

supervisor, or when an employee disagrees with the application of City policies and procedures or the performance evaluation, the employee should submit a written statement to the department director within three (3) working days. The written statement should contain:

a) A description of the problem;

b) A specific policy or procedure which the employee believes has been violated or misapplied, or the perceived evaluation oversight;

c) The date and approximate time of the circumstances leading to the complaint; or the date when the employee first became aware of those circumstances; or the date and time of the evaluation.

d) The steps taken by the employee to deal with the problem.

e) The remedy sought by the employee to resolve the complaint.

The department director will respond to the employee in writing within seven (7) working days after meeting with him/her, if possible. If a meeting is not possible, then the Department Director will respond to the employee in writing within ten (10) days from the date the employee's statement was received by the Director. If not responded to in an appropriate time, the issue will be resolved in favor of the employee.

8.12.4 Step 3: If the employee is not satisfied with the response from the department director, the employee may submit the written statement to the City Manager within fourteen (14) working days of the response (or lack thereof) from the Department Director.

8.12.5 The City Manager shall meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within fourteen (14) days of the meeting. The City Manager's response and decision shall be final and binding.

8.12.6 The time limits prescribed in this section for the initiation and completion of the steps of the review process may be extended by the City or by mutual consent of the parties involved.

8.13 WHISTLEBLOWER ACT

8.13.1 Every City employee has the right and obligation to report to the appropriate person information concerning alleged improper governmental actions within 30 days of the event or knowledge of the event and the right to do so free from retaliatory action. City officials and employees are prohibited from taking retaliatory action against any City employee because they reported in good faith an improper governmental action in accordance with these policies and procedures. Therefore, it is the City's policy to:

a) Encourage City employees to report improper governmental actions taken by City officials or employees; and

b) Protect City employees who have reported improper governmental actions in accordance with the City's policies and procedures.

8.13.2 Definitions. As used in this policy, the following terms shall be defined as indicated.

a) "Improper governmental action" means any action by a local governmental officer or employee undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment, that is in violation of any law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. "Improper governmental action" does not include personnel actions.

b) "Retaliatory action" means any adverse change in an employee's employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action.

8.13.3 Procedures. Procedures for reporting improper action shall be as set forth in Resolution No. ___ dated _____, which is attached hereto and incorporated herein as Appendix A.

9 DISCIPLINE AND TERMINATIONS

9.1 DISCIPLINE

9.1.1 The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City. All employees are expected to exercise good judgment, loyalty, common sense, dedication, respect, and courtesy in the performance of their duties.

9.1.2 Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.

9.1.3 The City Manager, department director, or supervisor, as appropriate, has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case, and to deviate from such policies at the City's sole discretion.

9.1.4 The following examples of the types of behavior which may result in discipline are offered here by way of example only, and not by way of limitation or exclusion:

a) Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances;

b) Violation of a lawful duty;

c) Insubordination;

d) Absence from work without first notifying and securing permission from the supervisor;

e) Habitual absence or tardiness for any reason;

f) Unsatisfactory job performance, as determined by the City;

g) Conviction of a felony or a misdemeanor involving moral turpitude;

h) Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City;

i) Refusal, inability, or failure to perform the duties of the assigned job;

j) Violation of duties or rules imposed by this manual, or by any other City rule, regulation or administrative order;

k) Sexual harassment or harassment or discrimination based on age, race, sex disability, national origin, religion, sexual orientation, marital states, or any other basis prohibited by local, state or federal law;

l) Violations of safety rules or common safety practices; personal conduct at work which is dangerous to others; failure to report on the job injuries or accidents promptly to employee's supervisor;

m) Negligent or willful damage to the City's property, waste of supplies or equipment;

n) Discourteous treatment of the public or other employees;

o) Any other conduct that the City considers inappropriate;

p) Loss of a valid Washington State Driver's license when operating city vehicles is a requirement of the job;

q) Unauthorized possession or use of City property, equipment or materials; and/or

r) Theft of City property or property belonging to employees or customers.

9.1.5 The City may discipline or terminate employees for other reasons not stated above. Nothing in this policy modifies employees' at will status.

9.1.6 Under normal circumstances, the City endorses a policy of progressive discipline in which the supervisor or department director attempts to provide employees with notice of deficiencies and an opportunity to improve their performance or behavior. However, the City retains the right to administer discipline in the manner it sees fit. This policy does not restrict the City's right to bypass progressive discipline or the suggested procedures contained herein if the department director determines it is warranted by the severity of the offense or the surrounding circumstances. In the event that discipline is necessary, the following types of disciplinary actions may be used:

a) Oral Warning. An oral warning is a counseling session between the employee's supervisor and the employee on the subject of the employee's conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. Following the counseling session the supervisor shall document the oral warning, in writing, in the employee's personnel file. Written documentation may be removed pending a pull date as determined by the department director.

b) Reprimand. A reprimand is a formal written disciplinary action that may be used for misconduct, inadequate performance, repeated lesser infractions, or any other situation situations where warranted. Written reprimands are placed in the employee's personnel file. Written documentation may be removed pending a pull date as determined by the department director.

c) Trial Work Period. An employee may be placed on trial work period after an oral warning and reprimand are provided. The City Manager must approve any trial work periods.

d) Suspension. A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct, repeated lesser infractions, or any other situations where warranted. A suspension is a severe disciplinary action and the documentation will become part of the employee's permanent record. Employees who are exempt from overtime laws will not be suspended without pay

for disciplinary purposes for periods of less than a full work week, unless the infraction involves violation of safety rules of major significance. Suspensions with pay, where the employee is placed on administrative leave, may be utilized by a department director or the City Manager pending the results of an investigation or disciplinary action where the department director or City Manager determines that factors such as public confidence, the safety of the employee or the efficient functioning of the City call for such a suspension.

9.2 TERMINATION

9.2.1 An employee may be terminated from City employment for any of the reasons listed below. These reasons are intended as examples only and are not intended to limit or exclude other reasonable grounds for termination:

a) During or at the end of the employee's work trial period;

b) As a result of disciplinary action;

c) Due to loss of skills, certifications or other conditions which would make the employee unfit for service; or

d) Whenever the City Manager determines that it is in the best interests of the City.

9.2.2 City Manager Review. At-will employees serve at the pleasure of the City Manager. The City Manager will endeavor to review all disciplinary actions with the department director, but final action regarding discipline or discharge of an at will employee shall be at the City Manager's sole discretion. There shall be no appeal from the City Managers decision.

9.3 PRE-TERMINATION HEARING

9.3.1 In the case of termination of an employee other than at-will employees, or work trial employees, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and to determine whether there is a reasonable presumption that the charges against the employee are valid and support termination. A pre-termination hearing may be extended to other employees at the sole discretion of the City Manager.

9.4 LAYOFF

9.4.1 The City Manager may lay off employees for lack of work, budgetary restrictions or reorganization or restructuring of the work force. Affected employees will be given at least ten (10) days advance notice before such layoff becomes effective.

9.4.2 Temporary employees performing similar work in the same department should be laid off before regular employees are affected.

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

9.4.4 Options such as part-time work schedules, job sharing, and voluntary time and/or pay reductions may be explored if, in the opinion of the department director or supervisor, such options are feasible and approved by the City Manager.

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

9.5 RESIGNATION

9.5.1 Employees are required to provide at least two (2) weeks' notice of termination of employment or resignation in order to be determined to have resigned in good status.

APPENDIX A

CITY OF SAMMAMISH

WASHINGTON

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING POLICIES AND PROCEDURES TO ENCOURAGE CITY EMPLOYEES TO REPORT IMPROPER GOVERNMENTAL ACTION AND TO PROTECT CITY EMPLOYEES WHO HAVE REPORTED IMPROPER GOVERNMENTAL ACTION IN ACCORDANCE WITH THE CITY'S POLICIES AND PROCEDURES

WHEREAS, the Legislature of the State of Washington adopted Substitute Senate Bill 6321 (codified at RCW 42.41), known as the "Whistleblower Protection Act," requiring local governments to adopt policies and procedures to encourage employees to report improper governmental action and to protect employees who report improper governmental action; and

WHEREAS, the public interest is served by adopting such policies and procedures;

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

Section 1. City Policy Statement. Every City employee has the right and obligation to report to the appropriate person information concerning alleged improper governmental actions and the right to do so free from retaliatory action. City officials and employees are prohibited from taking retaliatory action against any City employee because he or she reported in good faith an improper governmental action in accordance with the policies and procedures set forth in this section. Therefore, it is the City's policy to:

1. Encourage City employees to report improper governmental actions taken by City officers or employees; and

2. Protect City employees who have reported improper governmental actions in accordance with the City's policies and procedures.

Section 2. Definitions. As used in these policies and procedures, the following terms shall be defined as indicated:

1. "Improper governmental action" means any action by a local governmental officer or employee undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment, that is in violation of any law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. "Improper governmental action" does not include personnel actions.

2. "Retaliatory action" means any adverse change in an employee's employment status, or the terms and conditions of employment, including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action.

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

Section 3. Procedures for Reporting Improper Action.

A. City employees who become aware of improper governmental action shall submit a written report of such to the City Manager of the City. If the City Manager is the subject of the report, then the report should be made to the Mayor or, in the Mayor's absence, to any Councilmember.

B. Except in the case of any emergency, before an employee provides information of an improper governmental action to a person who is not a public official or a person listed in the City's policy, the employee shall submit a written report to the City Manager. An employee who fails to make a good faith attempt to follow this policy shall not receive the protection of the Sate whistleblower law.

C. The City Manager shall promptly investigate the report of improper governmental action. City officers and employees involved in the investigation of such shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.

D. Following the completion of an investigation, the employee reporting the alleged improper governmental action may be advised of the results of the investigation and any actions taken by the City Manager or City Council with respect to such report. However, any personnel actions taken as a result of the investigation may be kept confidential.

E. In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action. Attached as Exhibit "A" is a list of agencies responsible for enforcing federal, state, and local law and investigating other issues involving improper governmental action.

F. City employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the City employee believes that an adequate investigation was not undertaken by City staff to determine whether an improper governmental action occurred, or that insufficient action has been taken by City staff to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

Section 4. Dissemination and Posting of City Policies and Procedures. A copy of this Resolution containing the City's policies and procedures for reporting alleged improper governmental action and to protect City employees reporting such shall be provided to all existing and new City employees and a copy of this Resolution shall be permanently posted in a place at the City office where all employees will have reasonable access to it. In addition, a copy of this Resolution shall be made available to any employee upon request.

Section 5. Procedures to Obtain Protection From Retaliatory Actions. An employee who believes he/she has been the subject of retaliatory action for reporting improper governmental action shall obtain relief as follows:

1. Provide the City Council a written notice of the charge of retaliatory action no later than thirty (30) days after the occurrence of the alleged retaliatory action specifying (a) the alleged retaliatory action, and (b) the relief requested. The City shall respond to the charge and request for relief within thirty (30) days.

2. Within fifteen (15) days of the delivery of the response, or within fifteen (15) days of the last day on which the City could respond, the employee may request a hearing to establish that a retaliatory action occurred and to obtain relief.

3. Within five (5) working days of receipt of the request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. The employee must prove his or her claim by a preponderance of the evidence. The administrative law judge shall issue a final decision no later than forty-five (45) days after the date the request for hearing was delivered to the local government unless such time period is extended by the administrative law judge. The final decision of the administrative law judge is subject to judicial review under the arbitrary and capricious standard. Relief ordered by the administrative law judge may be enforced by petition to Superior Court.

4. The administrative law judge may grant the following relief:

a. Reinstatement with or without back pay;

b. Injunctive relief to return the employee to the position he or she held before the retaliatory action to prevent any recurrence of retaliatory action;

c. Costs and reasonable attorneys' fees to the prevailing party; and

d. The imposition of a civil penalty personally upon the retaliator of up to three thousand dollars ($3,000.00) payable by each person found to have retaliated against the employee, and a recommendation to the City that any person found to have retaliated against the employee be suspended with or without pay or dismissed. All penalties recovered shall be paid to the local government administrative hearings account created in RCW 42.41.060.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 1999.

CITY OF SAMMAMISH

_____

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____

Ruth Muller, Interim City Clerk

Approved as to form:

_____

Bruce L. Disend, City Attorney

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

EXHIBIT A: CONTACT LIST

King County Council
1200 King County Courthouse
516 Third Ave., M.S. 12C
Seattle, WA 98104
(206) 296-1000

King County Public Health
999 Third Avenue, Suite 1200
Seattle, WA 98104
(206) 296-4722

King County Department Of Planning
Building Services Division
900 Oakesdale Avenue S.W.
Renton, WA 98055-1219
(206) 296-6600

King County Prosecuting Attorney
King County Courthouse
516 Third Ave., West 554
Seattle, WA 98104
Civil Division: (206) 296-9015
Criminal Division: (206) 9000

Puget Sound Air Pollution Control Agency
110 Union Street, Suite 500
Seattle, WA 98101
(206) 343-8800

State of Washington
Attorney General's Office
Consumer Protection Division
2000 Bank of California Center
900 Fourth Avenue, Suite 200
Seattle, WA 98164-1012
(206) 464-6684

Auditor's Office
Legislative Building
P.O. Box 40021
Olympia, WA 98504-0021
(360) 753-5280

Department of Ecology
3190 160th S.E.
Bellevue, WA 98008-5452
(425) 649-7000

Human Rights Commission
1511 Third Avenue
Seattle, WA 98101
1-800-233-3247 or
(206) 464-6500

Department of Health
Health Consumer Assistance
P.O. Box 47890
Olympia, WA 98504-7890
1-800-525-0127

Department of Labor & Industries
1305 Tacoma Avenue S., Suite 305
Tacoma, WA 98402-1988
(253) 596-3800

Liquor Control Board
Enforcement Office
515 South M Street
Tacoma, WA 98405
(253) 597-3653

Department of Natural Resources
P.O. Box 68
Enumclaw, WA 98022-0069
(253) 825-1631

Puget Sound Water Quality Authority
P.O. Box 40900
Olympia, WA 98504
(360) 493-9300

Department of Social & Health
Special Investigation Office
5200 Southcenter Blvd., Ste. 23
Tukwila, WA 98188
(206) 764-4048

US
Department of Agriculture
Office of Inspector General
915 Second Avenue
Seattle, WA

Supervisor Auditor:
(206) 220-7490
Supervisor Special Agent Investigation:
(206) 220-7991

Alcohol Tobacco & Firearms
Criminal Enforcement
915 Second Avenue, Rm. 806
Seattle, WA 98174
(206) 220-6440

U.S. Attorney
800 Fifth Avenue, Suite 3600
Seattle, WA 98194
(206) 553-7970

Department of Commerce
Office of Inspector General
Office of Audits
915 Second Avenue
Seattle, WA 98174
(206) 220-7970

Government Accounting Office
Fraud Hot Line: 1-800-424-5454
Consumer Product Safety Commission
Hot Line: 1-800-638-2772

U.S. Customs Service
Office of Enforcement
909 First Avenue
Seattle, WA 98104
(206) 553-7531

U.S. Department of Education
Office of Inspector General
915 Second Avenue
Seattle, WA 98174

Audits/Investigations:
(206) 220-7860/(206) 220-7876

Environmental Protection Agency
Criminal Investigations
1200 Sixth Avenue, MS CID073
Seattle, WA 98101
(206) 553-8306

Equal Employment Opportunity Commission
909 First Avenue, Suite 400
Seattle, WA 98104
(206) 220-6883

Federal Emergency Management Agency
130 228th Street S.W.
Bothell, WA 98021
(425) 487-4600

Federal Trade Commission
915 Second Avenue, Suite 2896
Seattle, WA 98174
(206) 220-6363

General Services Administration
915 Second Avenue
Seattle, WA 98174

Office of Inspector General Audits Investigations
(206) 931-7650/(206) 931-7654

Department of Health and Human Services
Food & Drug Administration
22201 23rd Drive S.E.
Bothell, WA
Consumer Trade Complaints:
(425) 483-4949

Office of the Regional Secretary
General Counsel's Office, Inspector General
Audits/Investigations:
(206) 615-2252/(206) 615-2259

Department of Housing and Urban Development
Office of Counsel
909 First Avenue, Suite 190
Seattle, WA 98104
(206) 220-5192

Office of Inspector General
Audits/Investigations and Fraud
(206) 220-5360/(206) 220-5380

Interstate Commerce Commission
915 Second Avenue, Room 1894
Seattle, WA 98174
(206) 220-6424

Department of Interior
U.S. Fish & Wildlife Services
Division of Law Enforcement
600 Capitol Way, N(GJ-11)
Olympia, WA 98501
(360) 920-2200

Department of Justice
Drug Enforcement Administration
220 West Mercer, Suite 104
Seattle, WA 98119
(206) 553-5443

Department of Labor
Occupational Safety & Health (OSHA)
1111 Third Avenue, Suite 715
Seattle, WA 98101-3212
(206) 553-5930

Office of Inspector General Audits:
1111 Third Avenue, Suite 600
Seattle, WA 98101-3212
(206) 553-4880
Investigations:

1111 Third Avenue, Suite 785
Seattle, WA 98101-3212

Office of Women's Bureau
1111Third Avenue, Suite 885
Seattle, WA 98101-3212
(206) 553-1534

Mine Safety & Health Administration
3633 136th Place S.E.
Bellevue, WA 98006
(206) 553-7037

National Transportation Safety Board
19518 Pacific Highway South
Seattle, WA
(206) 764-3782

Nuclear Regulatory Commission
1-800-882-4672

Securities & Exchange Commission
915 Second Avenue
Seattle, WA 98174
(206) 220-7500
Fraud/Waste/Abuse Hotline
1-800-488-8244

APPENDIX B: TRAVEL POLICIES

CITY OF SAMMAMISH

WASHINGTON

RESOLUTION NO. R99-09

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING GUIDELINES AND WRITTEN PROCEDURES RELATING TO EMPLOYEES' TRAVEL EXPENSES WHILE CONDUCTING OFFICIAL BUSINESS AND THE USE OF CREDIT CARDS FOR TRAVEL PURPOSES

WHEREAS, the City Council of the City of Sammamish wishes to establish written procedures and a format relating to expenses incurred in the course of official business by all Sammamish city officers and employees; and

WHEREAS, the City wishes to establish written procedures for the use of credit cards for traveling purposes in the course of official business by all Sammamish city officers and employees;

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

Section 1. The written procedures and guidelines will conform to Revised Code of Washington 42.24.115 and BARS Manual Volume 1, Part 3, Chapter 3, Page 19. The term "officers" means all City Council members and the City Manager.

Section 2. Policy. It is the general policy of the City to pay the reasonable expenses of City officers and employees while on official City business. All travel by employees must be authorized by the Interim City Manager in order to obtain reimbursement. All travel by officers must be authorized by the Mayor in order to obtain reimbursement.

Section 3. Meals. Reimbursement for meals will be made on a per diem basis, according to the most recent Internal Revenue Service publication pertaining to Travel, Entertainment, and Gift Expenses. Meals included in registration fees or on flights are not reimbursable. Gratuities, not to exceed 15%, may be added to the meal price. Tips must be shown separately on each receipt. Expenditures not allowed as meal costs include, but are not limited to liquor, expenses related to spouse/family members, and expenses for guests or other persons not authorized to receive reimbursement under this policy.

Section 4. Accommodations. Reasonable hotel/motel accommodations for City officers and employees will be reimbursed or paid at a maximum of the single room rate. A vendor's receipt for those expenditures is required in all cases. Direct billing of hotel/motel charges is not allowed unless by way of an authorized City credit card.

Section 5. Automobile Expenses.

A. Personal Vehicles. Expenses shall be reimbursed for travel within a 300-mile radium of the City at such rate per mile as shall be established from time to time by the Interim City Manager in his discretion, but not to exceed the then current maximum rate allowed by the United States Internal Revenue Service for reimbursement of such expenses for purposes of business travel expense deductions. Trips beyond this limit will be reimbursed at the lower of (a) the established rate per mile, or (b) the lowest available (other than nonrefundable) airfare obtainable by the City plus mileage reimbursement at the then current City rate, based upon the estimated distance between the airport and the destination. Incidental travel costs such as parking, ferry, or bridge tolls are reimbursable, as they would be if a City vehicle was provided.

Section 6. Out-of-State Travel. Trips by employees beyond the State of Washington must be authorized by the Interim City Manager prior to making final arrangements. The travel agency or vendor providing air reservations should bill the City directly or the employee can be reimbursed by completion of a request for reimbursement.

Section 7. Telephone Expenses. Telephone calls to the City are reimbursable. Employees traveling may make one phone call home per day.

Section 8. Other Travel Expenses. Miscellaneous travel costs such as bus, taxi, bridge or other tolls, parking, ferry, porter, bellman, and the like (not including any maid service) are authorized by a listing of same as provided by the reimbursement form. Payment of a reasonable amount for porter service, bellman service, and the like is considered to be a necessary payment for such service and, therefore, reimbursable.

Section 9. Non-Allowable Incidental Expenses. All non-allowable incidental expenses include: personal entertainment; theft, loss, or damage to personal property; expenses of a spouse, family, or other persons not authorized to receive reimbursement under this policy; barber or beauty parlor services; airline and other trip insurance; personal postage, reading material and/or telephone calls; and/or personal toiletry articles.

Section 10. Procedure. Request for reimbursement of allowable travel expenses shall be prepared by the officer or employee claiming reimbursement on the Request for Reimbursement form with all the required receipts. Reimbursement will not be made if the required receipts are not attached. A purchase order will then be signed and the purchase order processed through the next accounts payable run.

Credit cards may be authorized by the Interim City Manager to employees for the sole purpose of payment of expenses for authorized travel and in accordance with RCW 42.24.115. The Interim City Manager shall hold City credit cards for the sole purpose of covering expenses incident to conducting official business. Credit cards may be obtained by completing the Credit Card Travel form and presenting it to the Interim City Manager. If a credit card is obtained, it must be surrendered to the Interim City Manager within 48 hours after returning from the authorized travel. Credit cards may be authorized by the Mayor for City officers upon the same terms and conditions applicable to employees.

Credit card reconciliation of the expenses shall require the completion of a City purchase order. Each expense shall be itemized separately with the corresponding credit card receipt attached. Disallowed charges or charges not properly identified will be paid by the officer or employee before the charge card billing is due. Failure to do so will render the officer or employee personally liable for the unpaid amount plus interest at the rate charged by the bank which issued the credit card.

If, for any reason, disallowed charges are not repaid before the charge card billing is due and payable, the City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the officer or employee in the amount of the disallowed charges plus interest. If any charges are determined "disallowed" based on this policy, the officer or employee will be notified by Mayor or by the department director. If the affected officer or employee wishes to dispute the charges, a request for a review of the charges by the Interim City Manager must be in writing and completed within four working days and returned to the department director. The Clerk/Treasurer shall obtain the department director's comments and the Interim City Manager's decision. The affected employee shall be notified of the decision no later than seven working days after the Clerk's receipt of the request for review of the Interim City Manager's decision. If an officer wishes to dispute the charges, a request for a review of the charges by the Mayor shall be made by the officer within four working days.

All decisions of the Interim City Manager are final.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 9th DAY OF ~~MAY~~ June, 1999.

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

Ruth Muller, Interim City Clerk

Approved as to form:

Bruce L. Disend, Interim City Attorney

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Filed with the City Clerk: June 4, 1999
Passed by the City Council: June 9, 1999
Resolution No.: R99-09

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REQUEST FOR COUNCIL ACTION

Agenda Bill No. R99-25

DATE ACTION IS REQUESTED: **September 8, 1999** **APPROVED FOR COUNCIL PACKET:** **_____ City Manager** **__X__ Dept. Head**	**TITLE: Designating an Official Newspaper for Publication of Legal Notices** **ATTACHMENTS:** **Resolution No. R99-25**	**TYPE OF ACTION:** **_____ Ordinance** **__X__ Resolution** **_____ Motion** **_____ Other**

SUBMITTED BY: **Lee Walton**

RECOMMENDATION: **Adopt Resolution R99-25**

DISCUSSION: **On May 12, 1999 the City Council adopted Resolution No. R99-02 that designated the Eastside Journal as the official newspaper of the City for a period of three (3) months. During the interim period before the City's incorporation on August 31, 1999, legal notices and ordinance publications have been published in the Eastside Journal. In order to allow more flexibility for publishing legal notices relating to meetings, public hearings, appeal hearings, notices of complete application filings and ordinance publications, staff recommends that the City continue using a daily paper as its official newspaper. Therefore, this resolution provides that the Eastside Journal be designated as the City of Sammamish official newspaper.**

ALTERNATIVES: 1) The other daily papers of general circulation in the City of Sammamish (The Seattle Times or Seattle Post-Intelligencer) could be considered for designation as the City's official newspaper; 2) a weekly paper (The Issaquah Press) could be considered as the official City newspaper.

FISCAL IMPACT: **No fiscal impact other than the costs for each legal notice published in the paper.**

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R99-25

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, SELECTING AN OFFICIAL NEWSPAPER FOR THE CITY

WHEREAS, state law requires the City of Sammamish to designate an official newspaper; and

WHEREAS, the Eastside Journal is qualified to serve as the City's official newspaper under RCW 35A.21.230 and RCW 65.16, and the City desires to retain the Eastside Journal as its official newspaper;

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

Section 1. Official Newspaper. The Eastside Journal is hereby designated as the official newspaper of the City of Sammamish.

Section 2. Reservation of Rights. The City Council reserves the right to publicize agendas of regular meetings, as well as time, place and agendas of special meetings, by means in addition to, or alternative to, the newspaper if the Council determines such publicity methods will better meet its responsibilities under the Open Public Meetings Act, RCW 42.30.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 1999.

CITY OF SAMMAMISH

_____
Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____
Ruth Muller, Interim City Clerk

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Approved as to form:

_____

Bruce L. Disend, City Attorney

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

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R99-26

DATE ACTION IS REQUESTED:	TITLE: A Resolution Declaring the Intent of the City Council to Establish a Small Works Roster	TYPE OF ACTION:
September 8, 1999		_____ Ordinance
APPROVED FOR COUNCIL PACKET:	ATTACHMENTS: Resolution No. R99-26	X Resolution
_____ City Manager		_____ Motion
X Dept. Head		_____ Other

SUBMITTED BY: Lee Walton

RECOMMENDATION: Adopt Resolution No. R99-26 Establishing a Small Works Roster

DISCUSSION: When the City wishes to have some work performed that is estimated to be $100,000 or less, state law allows use of a Small Works Roster to secure quotations for doing the project. Use of this Small Works Roster eliminates the need to go to a formal bid process that is required for projects exceeding $100,000. By using the Small Works Roster, a project can be performed without the added cost and time involved in the formal bidding process.

ALTERNATIVES: Do all projects using a formal bid process.

FISCAL IMPACT: There will be a small savings to the City by eliminating the need to advertise for each small project.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R99-26

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, DECLARING THE INTENT OF THE CITY COUNCIL TO ESTABLISH A SMALL WORKS ROSTER

WHEREAS, state law authorizes cities to adopt a uniform process to award contracts for public works projects in lieu of the requirements for formal sealed bidding; and

WHEREAS, the City Council wishes to adopt a policy which conforms with state law and establishes a small works roster of qualified firms for such projects; and

WHEREAS, cities may create a single general small works roster; and

WHEREAS, the City Council wishes to have the roster updated twice annually;

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

Section 1. Small Works Roster. In accordance with RCW 39.04.155, the City hereby establishes a single general small works roster, to be updated twice annually, for public works projects which are less than $100,000.

Section 2. Quotations. The City Manager shall secure quotations from qualified contractors on the small works roster to assure that a competitive price is established and to award any such contracts to the lowest responsible bidder as defined in RCW 43.19.1911. Whenever possible, at least five contractors shall be invited to submit quotations, as specified in RCW 39.04.155. Pursuant to RCW 39.04.200, a list of all contracts awarded under the small works roster shall be posted at least once every two months and shall specify the name of the contractor awarded the contract, the contract amount and date of award, a brief description of the work performed under the contract, and the location of all bid quotations received on any such contracts.

Section 3. Conformity to Statute. In carrying out the provisions of this Resolution, the City Manager shall establish such policies and procedures as are necessary to conform with RCW 39.04.155 and other applicable provisions of state law.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 1999.

CITY OF SAMMAMISH

_____
Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____
Ruth Muller, Interim City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

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

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R 99-27

DATE ACTION IS REQUESTED:	TITLE: A Resolution of the City of Sammamish Encouraging City Employees to Report Improper Governmental Action and to Protect City Employees Who Have Reported Improper Governmental Action in Accordance with the City's Policies and Procedures.	TYPE OF ACTION:
September 8, 1999		_____ Ordinance
APPROVED FOR COUNCIL PACKET:		X Resolution
		_____ Motion
X City Manager		_____ Other
_____ Dept. Head	ATTACHMENTS:	

SUBMITTED BY: Lee Walton

RECOMMENDATION: Adopt the resolution.

DISCUSSION: The resolution supports Appendix A in the personnel policies regarding the Whistleblower Act. The procedures outlined in the resolution provide protection for employees who wish to disclose improper governmental action.

ALTERNATIVES: State law requires a municipal government to have the procedures in place to guide and protect employees who report improper governmental action and to enforce the State Whistle Blower Act.

FISCAL IMPACT: None.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R99-27

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING POLICIES AND PROCEDURES TO ENCOURAGE CITY EMPLOYEES TO REPORT IMPROPER GOVERNMENTAL ACTION AND TO PROTECT CITY EMPLOYEES WHO HAVE REPORTED IMPROPER GOVERNMENTAL ACTION IN ACCORDANCE WITH THE CITY'S POLICIES AND PROCEDURES

WHEREAS, the Legislature of the State of Washington adopted Substitute Senate Bill 6321 (codified at RCW 42.41), known as the "Whistleblower Protection Act," requiring local governments to adopt policies and procedures to encourage employees to report improper governmental action and to protect employees who report improper governmental action; and

WHEREAS, the public interest is served by adopting such policies and procedures;

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

Section 1. City Policy Statement. Every City employee has the right and obligation to report to the appropriate person information concerning alleged improper governmental actions and the right to do so free from retaliatory action. City officials and employees are prohibited from taking retaliatory action against any City employee because he or she reported in good faith an improper governmental action in accordance with the policies and procedures set forth in this section. Therefore, it is the City's policy to:

1. Encourage City employees to report improper governmental actions taken by City officers or employees; and

2. Protect City employees who have reported improper governmental actions in accordance with the City's policies and procedures.

Section 2. Definitions. As used in these policies and procedures, the following terms shall be defined as indicated:

1. "Improper governmental action" means any action by a local governmental officer or employee undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment, that is in violation of any law or rule, is an

abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. "Improper governmental action" does not include personnel actions.

2. "Retaliatory action" means any adverse change in an employee's employment status, or the terms and conditions of employment, including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action.

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

Section 3. Procedures for Reporting Improper Action.

A. City employees who become aware of improper governmental action shall submit a written report of such to the City Manager of the City. If the City Manager is the subject of the report, then the report should be made to the Mayor or, in the Mayor's absence, to any Councilmember.

B. Except in the case of any emergency, before an employee provides information of an improper governmental action to a person who is not a public official or a person listed in the City's policy, the employee shall submit a written report to the City Manager. An employee who fails to make a good faith attempt to follow this policy shall not receive the protection of the Sate whistleblower law.

C. The City Manager shall promptly investigate the report of improper governmental action. City officers and employees involved in the investigation of such shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.

D. Following the completion of an investigation, the employee reporting the alleged improper governmental action may be advised of the results of the investigation and any actions taken by the City Manager or City Council with respect to such report. However, any personnel actions taken as a result of the investigation may be kept confidential.

E. In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action. Attached as Exhibit "A" is a list of agencies responsible for enforcing federal, state, and local law and investigating other issues involving improper governmental action.

F. City employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the

City employee believes that an adequate investigation was not undertaken by City staff to determine whether an improper governmental action occurred, or that insufficient action has been taken by City staff to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

Section 4. Dissemination and Posting of City Policies and Procedures. A copy of this Resolution containing the City's policies and procedures for reporting alleged improper governmental action and to protect City employees reporting such shall be provided to all existing and new City employees and a copy of this Resolution shall be permanently posted in a place at the City office where all employees will have reasonable access to it. In addition, a copy of this Resolution shall be made available to any employee upon request.

Section 5. Procedures to Obtain Protection From Retaliatory Actions. An employee who believes he/she has been the subject of retaliatory action for reporting improper governmental action shall obtain relief as follows:

1. Provide the City Council a written notice of the charge of retaliatory action no later than thirty (30) days after the occurrence of the alleged retaliatory action specifying (a) the alleged retaliatory action, and (b) the relief requested. The City shall respond to the charge and request for relief within thirty (30) days.

2. Within fifteen (15) days of the delivery of the response, or within fifteen (15) days of the last day on which the City could respond, the employee may request a hearing to establish that a retaliatory action occurred and to obtain relief.

3. Within five (5) working days of receipt of the request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. The employee must prove his or her claim by a preponderance of the evidence. The administrative law judge shall issue a final decision no later than forty-five (45) days after the date the request for hearing was delivered to the local government unless such time period is extended by the administrative law judge. The final decision of the administrative law judge is subject to judicial review under the arbitrary and capricious standard. Relief ordered by the administrative law judge may be enforced by petition to Superior Court.

4. The administrative law judge may grant the following relief:

a. Reinstatement with or without back pay;

b. Injunctive relief to return the employee to the position he or she held before the retaliatory action to prevent any recurrence of retaliatory action;

c. Costs and reasonable attorneys' fees to the prevailing party; and

d. The imposition of a civil penalty personally upon the retaliator of up to three thousand dollars ($3,000.00) payable by each person found to have retaliated against the employee,

and a recommendation to the City that any person found to have retaliated against the employee be suspended with or without pay or dismissed. All penalties recovered shall be paid to the local government administrative hearings account created in RCW 42.41.060.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 1999.

CITY OF SAMMAMISH

_____

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____

Ruth Muller, Interim City Clerk

Approved as to form:

_____

Bruce L. Disend, City Attorney

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

EXHIBIT A: CONTACT LIST

REQUEST FOR COUNCIL ACTION

Agenda Bill No. _O99-30_____

DATE ACTION IS REQUESTED: **Sept 8, 1999**	**TITLE: Ord Dealing with Nuisances and Abatements on private property**	**TYPE OF ACTION:**
		___X___Ordinance
APPROVED FOR COUNCIL PACKET:		**_____ Resolution**
	ATTACHMENTS:	
___x____ City Manager		**_____ Motion**
	Ordinance 099-30	
_____ Dept. Head		**_____ Other**

SUBMITTED BY: Lee Walton

RECOMMENDATION: Motion to adopt Ord 099-30

DISCUSSION: This ordinance is the foundation for all enforcement activities involving the abatement of nuisances on private property. Typical issues involve "junk" cars, ~~excessive noise~~, accumulation of garbage, illegal tree cutting and conduct of home businesses that disturbs or disrupts the neighborhood. A code enforcement officer and/or police officers accomplish enforcement with assistance of the City Attorney as necessary.

ALTERNATIVES: No authority would exist to enforce the abatement of nuisances.

FISCAL IMPACT: The only major fiscal impact other than the basic cost of a Code Enforcement Officer would be for legal services and court costs that occasionally might be required

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. 099-30

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, REGULATING NUISANCE ACTIVITIES; ESTABLISHING PROVISIONS FOR NOTICE AND ORDER OF VIOLATIONS, APPEAL TO DISTRICT COURT, IMPOSITION OF CIVIL PENALTIES INCLUDING ABATEMENT, RECOVERY OF COSTS OF ABATEMENT, AND FILING OF SAME AS A LIEN AGAINST THE AFFECTED PROPERTY

WHEREAS, regulation of abandoned vehicles, litter covered premises, and other common nuisance activities is in the community interest and necessary for the protection of the public health, safety, and welfare;

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

Section 1. Purpose. The purpose of this Ordinance is to establish an efficient system to enforce the development, land use, and public health regulations of the City, to provide an opportunity for a prompt hearing and decision on alleged violations of these regulations, and to establish penalties for violations, including abatement of any affected properties.

Section 2. Declaration of Nuisance. All violations of development, land use, and public health ordinances are found and declared to be detrimental to the public health, safety, and welfare and further found and declared to be nuisances. Nuisances create public harm. Prevention and correction of nuisances are necessary to prevent public harm.

Section 3. Definitions. As used in this Ordinance, unless a different meaning is plainly required:

A. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a civil violation by such means, in such a manner, and to such an extent as the applicable department director determines is necessary in the interest of the general health, safety, and welfare of the community.

B. "Act" means doing or performing something.

C. "Applicable department director" means the City Manager or his designee, including any department director or other designee, empowered by ordinance or by the City Manager to enforce a City ordinance or regulation.

D. "Civil violation" means a violation for which a monetary penalty may be imposed as specified in this Ordinance. Each day or portion of a day during which a violation occurs or exists is a separate violation.

E. "Development" means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or use of land above, at, or below ground or water level, and all acts authorized by a City regulation.

F. "Emergency" means a situation that in the opinion of the applicable department director requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

G. "Nuisance" (also referred to herein as "violation" or "nuisance violation") means:

(1) A violation of any City of Sammamish development, land use, or public health ordinance;

(2) Doing an act, omitting to perform any act or duty, or permitting or allowing any act or omission which annoys, injures, or endangers the comfort, repose, health, or safety of others, is unreasonably offensive to the senses, or which obstructs or interferes with the free use of property so as to interfere with or disrupt the free use of that property by any lawful owner or occupant; or

(3) The existence, without limitation, of any of the following conditions:

(a) Trash Covered Premises. Any premises containing trash or abandoned materials, except that kept in garbage cans or containers maintained for regular collection;

(b) Dangerous Structures. Any dangerous, decaying, unkempt, falling or damaged dwelling fence, or other structure;

(c) Potential Vermin Habitat or Fire Hazard. Any accumulation of material on a property including, but not limited to animal matter, ashes, bottles, boxes, broken stone, building materials which are not properly stored or neatly piled, cans, cement, crates, empty barrels, dead animals or animal waste, glass, litter, mattresses or bedding, old appliances or equipment or any parts thereof, furniture, iron or other scrap metal, packing cases, packing material, plaster, plastic, rags, wire, yard waste or debris or other objects which endanger property or public safety, or constitute a fire hazard or vermin habitat; provided that nothing herein shall prevent the temporary retention of waste in approved, covered receptacles;

(d) Junk Vehicles. Any wrecked, inoperable, abandoned, or disassembled trailer, house trailer, boat, tractor, automobile or other vehicle, or any parts thereof. A junk vehicle includes apparently inoperable, immobile, disassembled or extensively damaged vehicles. Evidence of inoperability and damage includes, but is not limited to a buildup of debris that obstructs use, a broken window or windshield, a missing wheel, a flat tire, a non-functional

motor or transmission, missing bumpers, or missing license plates; provided that nothing herein shall prevent the keeping or storage of any vehicle on private property which is screened from view;

(e) Attractive Nuisances. Any attractive nuisance which may prove detrimental to children whether in or on a building, on the premises of a building, or upon an unoccupied lot, which is left in any place exposed or accessible to children. This includes unused or abandoned refrigerators, freezers, or other large appliances or equipment or any parts thereof; abandoned motor vehicles; any structurally unsound or unsafe fence or edifice; any unsecured or abandoned excavation, pit, well, cistern, storage tank or shaft; and any lumber, trash, debris, or vegetation that may prove a hazard for minors;

(f) Obstructions to the Public Right-of-Way. Use of property abutting a public street or sidewalk or use of a public street or sidewalk which causes any obstruction to traffic or to open access to the streets or sidewalks; provided that this subsection shall not apply to events, parades, or the use of the streets or public rights-of-way when authorized by the City. This section includes the existence of drainage onto or over any sidewalk, street, or public right-of- way, and the existence of any debris or plant growth on sidewalks adjacent to any property;

(g) Vegetation. Any noxious or toxic weed or uncultivated plant, weeds, or tall grass which may be a fire hazard, or any tree which is in danger of falling and creates a substantial risk of damage or injury;

(h) Illegal Dumping. Dumping of any type by any person on public or private property not registered as a legal dump site; and

(i) Dumping in Waterways. Dumping, depositing, placing, or leaving of any garbage, ashes, debris, gravel, earth, rock, stone, or other material upon the banks, channels, beds, or bars of any navigable water, or the felling of any tree or trees, so that the same shall in whole or in part project within the high water bank of any navigable watercourse, or the casting, placing, depositing, or leaving of any logs, roots, snags, stumps, or brush upon the banks or in the bed or channel of any navigable water-course.

H. "Omission" means a failure to act.

I. "Person" means any individual, firm, association, partnership, corporation, or any entity, public or private.

J. "Person responsible for the violation" means any person who has an interest in or resides on the property, whether as owner, tenant, occupant, or otherwise.

K. "Repeat violation" means a violation of the same regulation in any location by the same person, for which voluntary compliance previously has been sought or a notice of civil violation has been issued, within the immediately preceding twelve consecutive month period.

Section 4. Voluntary Correction.

A. Applicability. This Ordinance applies whenever the applicable department director determines that a nuisance has occurred or is occurring.

B. General. The applicable department director shall attempt to secure voluntary correction by contacting the person responsible for the nuisance and, where possible, explaining the violation and requesting correction.

C. Issuance of Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the City, acting through the applicable department director.

(1) Content. The voluntary correction agreement is a contract between the City and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

(a) The name and address of the person responsible for the violation; and

(b) The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

(c) A description of the violation and a reference to the regulation which has been violated; and

(d) The necessary corrective action to be taken, and a date or time by which correction must be completed; and

(e) An agreement by the person responsible for the violation that the City may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and

(f) An agreement by the person responsible for the violation that the City may abate the violation and recover its costs and expenses (including attorney fees, expert witness fees, and court costs) and/or a monetary penalty pursuant to this Ordinance from the person responsible for the violation if the terms of the voluntary correction agreement are not satisfied; and

(g) An agreement that by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing before the court under this Ordinance or otherwise, regarding the matter of the violation and/or the required corrective action.

(2) Right to a Hearing Waived. Upon entering into a voluntary correction agreement, the person responsible for the violation shall have no right to a hearing before the court under this Ordinance or otherwise, regarding the matter of the violation and/or the required corrective action.

(3) Extension and Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable department director if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation, but unforeseen circumstances delay correction under the original conditions.

(4) Abatement by the City. The City may abate the violation in accordance with Section 7 if the terms of the voluntary correction agreement are not met.

(5) Collection of Costs. If the terms of the voluntary correction agreement are not met the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, in accordance with Section 5(E), plus all costs and expenses of abatement, as set forth in Section 7(D).

Section 5. Notice of Civil Violation.

A. Issuance.

(1) When the applicable department director determines that a violation has occurred or is occurring, and is unable to secure voluntary correction, pursuant to Section 4, the applicable department director may issue a notice of civil violation to the person responsible for the violation.

(2) The applicable department director may issue a notice of civil violation without having attempted to secure voluntary correction as provided in Section 4 under the following circumstances:

(a) When an emergency exists; or

(b) When a repeat violation occurs; or

(c) When the violation creates a situation or condition which cannot be corrected; or

(d) When the person knows or reasonably should have known that the action is in violation of a City regulation; or

(e) The person cannot be contacted or refuses to communicate or cooperate with the City in correcting the violation.

B. Content. The notice of civil violation shall include the following:

(1) The name and address of the person responsible for that violation; and

(2) The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

(3) A description of the violation and a reference to the provision(s) of the City regulation(s) which has been violated; and

(4) The required corrective action and a date and time by which the correction must be completed after which the City may abate the unlawful condition in accordance with Section 7; and

(5) The date, time, and location of an appeal hearing before a judge, judge pro tem, or commissioner of the district court which will be at least twenty days but no more than sixty days from the date the notice of civil violation is issued, unless such date is continued by the court for good cause shown; and

(6) A statement indicating that the hearing will be canceled and no monetary penalty will be assessed, other than the court filing fee, if the applicable department director approves the completed, required corrective action prior to the hearing; and

(7) A statement that the costs and expenses of abatement incurred by the City pursuant to Section 7(D), and a monetary penalty in an amount per day for each violation as specified in Section 5(E), may be assessed against the person to whom the notice of civil violation is directed as specified and ordered by the court.

C. Service of the Notice. The applicable department director shall serve the notice of civil violation upon the person responsible for the violation, either personally or by mailing a copy of the notice of civil violation by certified or registered mail, return receipt requested, to such person at their last known address. If the person responsible for the violation cannot be personally served within King County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and, if by posting, the facts showing the attempts to serve the person personally or by mail.

D. Extension. Extensions of the time specified in the notice of civil violation for correction of the violation may be granted at the discretion of the applicable department director or by order of the court.

E. Monetary Penalty. The monetary penalty for each violation per day or portion thereof shall be five hundred dollars ($500.00).

F. Continued Duty to Correct. Payment of a monetary penalty pursuant to this Ordinance does not relieve the person to whom the notice of civil violation was issued of the duty to correct the violation.

(1) The monetary penalty constitutes a personal obligation of the person to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the City within ten calendar days from the date of mailing of the court's decision or a notice from the City that penalties are due. Any such monetary penalty shall further constitute a lien against the affected real property, in the manner as set forth in Section 7(F).

(2) The City attorney is authorized to take appropriate action to collect the monetary penalty.

Section 6. Hearing Before the Court.

A. Notice. A person to whom a notice of civil violation is issued will be scheduled to appear before the court not less than twenty calendar days nor more than sixty calendar days after the notice of civil violation is issued. Continuances may be granted at the discretion of the applicable department director, or by the court for good cause shown.

B. Prior Correction of Violation. The hearing will be canceled and no monetary penalty will be assessed, other than the court filing fee, if the applicable department director approves the completed required corrective action before the scheduled hearing.

C. Procedure. The court shall conduct a hearing on the civil violation pursuant to the then current applicable rules of civil procedure for courts of limited jurisdiction. The applicable department director and the person to whom the notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The City shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable under the circumstances. The determination of the applicable department director as to the need for the required corrective action shall be accorded substantial weight by the court in determining the reasonableness of the required corrective action.

D. Decision of the Court.

(1) The court shall determine whether the City has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable under the circumstances, and shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions.

(2) The court shall issue an order to the person responsible for the violation that contains the following information:

(a) The decision regarding the alleged violation including findings of

fact and conclusions based thereon in support of the decision;

(b) The required corrective action;

(c) The date and time by which the correction must be completed;

(d) The monetary penalties assessed based on the criteria in Section 6; and

(e) The date and time after which the City may proceed with abatement of the unlawful condition if the required correction is not completed.

(3) Assessment of Monetary Penalty. Monetary penalties assessed by the court shall be in accordance with the monetary penalty in Section 5.

(a) The court shall have the following options in assessing monetary penalties:

(i) Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or

(ii) Assess monetary penalties beginning on the correction date set by the applicable department director or an alternate correction date set by the court and thereafter; or

(iii) Assess less than the established monetary penalty set forth in Section 5(E), based on the criteria of Section 6(D)(3)(a); or

(iv) Assess no monetary penalties.

(b) In determining the monetary penalty assessment, the court shall consider the following factors:

(i) Whether the person responded to staff attempts to contact the person, and cooperated to correct the violation;

(ii) Whether the person failed to appear at the hearing;

(iii) Whether the violation was a repeat violation;

(iv) Whether the person showed due diligence and/or substantial progress in correcting the violation;

(v) Whether a genuine, "close call" code interpretation issue exists; and

(vi) Any other relevant factors.

(c) The court may double the monetary penalty schedule if the violation was a repeat violation. In determining the amount of the monetary penalty for repeat violations, the court shall consider the factors set forth in Section 6(D)(3)(a).

E. Failure to Appear. If the person to whom the notice of civil violation was issued fails to appear without lawful excuse at the scheduled hearing, the court will enter an order with findings pursuant to Section 6(D)(2) and assess the appropriate monetary penalty pursuant to Section 6(D)(3). The City may enforce the court's order and recover all related expenses, including attorney fees, plus the costs of the hearing and any monetary penalty from that person.

F. Appeal to Superior Court. Any appeal of the decision of the court shall be prosecuted pursuant to the then current Rules for Appeal from Courts of Limited Jurisdiction (RALJ).

Section 7. Abatement by the City.

A. The City may abate a condition that was caused by or continues to be a civil violation when:

(1) The terms of any voluntary correction agreement pursuant to Section 4 have not been met; or

(2) A notice of civil violation has been issued pursuant to Section 5, a hearing has been held pursuant to Section 6, and the required correction has not been completed by the date specified in the court's order; or

(3) The condition is subject to summary abatement as provided for in Section 7.

B. Summary Abatement. Whenever any nuisance causes a condition, the continued existence of which constitutes an immediate threat to the public health, safety, or welfare or to the environment, the City may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the person responsible for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the City or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats, but neither shall the City be entitled to recover any costs incurred for summary abatement, prior to the time that actual notice of same is provided to the person responsible for the violation.

C. Authorized Action by the City. Using any lawful means, the City may enter upon the subject property and may remove or correct the condition which is subject to abatement. The City may seek such judicial process as it deems necessary to effect the removal or correction of such condition.

D. Recovery of Costs and Expenses. The costs, including incidental expenses, of correcting the violation shall be billed to the person responsible for the violation and/or the owner, lessor, tenant, or other person entitled to control, use, and/or control of the property and shall become due and payable to the City within ten calendar days. The term "'incidental expenses" includes but is not limited to personnel costs, both direct and indirect and including attorney's fees; costs incurred in documenting the violation; hauling, storage, and disposal expenses; actual expenses and costs of the City in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the work; and the costs of any required printing and mailing. All such costs and expenses shall constitute a lien against the affected property, as set forth in Section 7(F).

E. Interference. Any person who knowingly obstructs, impedes, or interferes with the City or its agents, or with the person responsible for the violation in the performance of duties imposed by this Ordinance, shall be guilty of a misdemeanor punishable by imprisonment not exceeding ninety days and a fine not exceeding $1,000.

F. Lien - Authorized. The City of Sammamish shall have a lien for any monetary penalty imposed, the cost of any abatement proceedings under this Ordinance, and all other related costs including attorney and expert witness fees, against the real property on which the monetary penalty was imposed or any of the work of abatement was performed. The lien shall be subordinate to all previously existing special assessment liens imposed on the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on parity.

(1) The applicable department director shall cause a claim for lien to be filed for record within ninety days from the later of the date that the monetary penalty is due or the date the work is completed or the nuisance abated.

(2) The claim of lien shall contain sufficient information regarding the notice of civil violation, as determined by the applicable department director, a description of the property to be charged with the lien and the owner of record, and the total amount of the lien.

(3) Any such claim of lien shall be verified by the applicable department director, and may be amended from time to time to reflect changed conditions.

(4) No such liens shall bind the affected property for a period longer than five years, without foreclosure or extension agreed to by the property owner.

Section 8. Additional Enforcement Procedures. The provisions of this Ordinance are not exclusive, and may be used in addition to other enforcement provisions authorized by the Sammamish Municipal Code except as precluded by law.

Section 9. Conflicts. In the event of a conflict between this Ordinance and any other provision of the Sammamish Municipal Code or other City ordinance providing for a civil penalty, this Ordinance shall control.

Section 10. Severability. Should any section, paragraph, sentence, clause or phrase of 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 11. 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 _____, 1999.

CITY OF SAMMAMISH

_____
Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____
Ruth Muller, Interim City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:

REQUEST FOR COUNCIL ACTION

Agenda Bill No. O99-31

DATE ACTION IS REQUESTED: Sept 8, 1999	**TITLE: Ordinance Establishing Marine Regulations**	**TYPE OF ACTION:**
		__X__ Ordinance
APPROVED FOR COUNCIL PACKET:	**ATTACHMENTS:**	**_____ Resolution**
__x__ City Manager	**Ordinance 099-31**	**_____ Motion**
_____ Dept. Head		**_____ Other**

SUBMITTED BY: Lee Walton

RECOMMENDATION: Motion to adopt Ord 099-31

DISCUSSION: Approximately one half of Lake Sammamish is located within the City of Sammamish and is public property just as streets and parks within the City are. This means that the City has legal jurisdiction and responsibility to maintain law and order and provide for the safety of persons utilizing the Lake (s). This Ordinance establishes a set of rules and regulations for activities on the Lake (s) enforced by City Police in the form of a specialized Marine patrol. These regulations also apply to other lakes within the City.

ALTERNATIVES: Not enforcing Marine Regulations.

FISCAL IMPACT: Enforcement is currently provided by a Sheriff's Marine Patrol, with the cost divided among the five jurisdictions fronting on lake Sammamish. The approximate cost to Sammamish for 2000 is $25,000.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. 099-31

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING BY REFERENCE CERTAIN SECTIONS OF KING COUNTY CODE CHAPTER 12.44, RELATING TO BOATING REGULATIONS

WHEREAS, the Sammamish City Council finds that an ordinance regulating boating activities within the City limits is in the best interest of the public health, safety, and welfare;

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

Section 1. Boating Regulations. The following sections of the King County Code, including all future amendments thereto, are hereby adopted by reference:

KCC:	
12.44.010	Authorization.
12.44.020	Definitions.
12.44.030	Interpretation and application of regulations.
12.44.035	Operation of personal watercraft.
12.44.040	Negligent operation.
12.44.050	Reckless operation.
12.44.060	Required distance from power craft to swimmers and row boats.
12.44.070	Speed limit specified - Lakes - Exception.
12.44.080	Speed limit specified - Rivers - Exception.
12.44.090	Speed regulations within one hundred yards of shore on Lake Washington and Lake Sammamish.
12.44.100	Interference with navigation.
12.44.110	Sunken vessels.
12.44.120	Floating objects.
12.44.130	Intoxication.
12.44.140	Incapacity of operator.
12.44.150	Accidents.
12.44.160	Accident reports.
12.44.170	Accident reports confidential, inadmissible as evidence.
12.44.180	Overloading.
12.44.190	Testing courses.
12.44.200	Restricted areas.
12.44.210	Swimming.
12.44.220	Skin diving.

12.44.230(B)(F)	Water skiing.
12.44.240	Beaver Lake restrictions.
12.44.350	Whistles and lights.
12.44.360	Equipment and numbering.
12.44.370	Life preservers and running lights.
12.44.380	Races and testing.
12.44.390	Aircraft on the water.
12.44.400	Rules of the road.
12.44.410	Propellers.
12.44.420	Unsafe piers.
12.44.430	Safety devices.
12.44.440	Pier barriers.
12.44.450	Roadway barriers.
12.44.460	Drifting debris.
12.44.470	Oil.
12.44.480	Nuisances.
12.44.490	Public health.
12.44.500	Boat rental records.
12.44.510	Liability for damages.
12.44.520	Exemption to authorized emergency vessels and watercraft.
12.44.530	Aiding and abetting violations.
12.44.540	Directing traffic, emergency powers.
12.44.560	Appeal of denial for license, permit or authority.
12.44.570	Penalty.
12.44.580	Preservation of actions.
12.44.590	Severability.
12.44.710	Authority of officers to board boats.
12.44.720	Interlocal cooperation.
12.44.730	Enforcement.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of 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 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 1999.

CITY OF SAMMAMISH

_____
Mayor Phil Dyer

ATTEST/AUTHENTICATED:

_____
Ruth Muller, Interim City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:

Contract C99-25

SUPPLEMENTAL SERVICES AGREEMENT

City of Sammamish
and
Eastside Fire and Rescue
King County Fire District 27
King County Fire District 34

This Agreement is made and entered into pursuant to RCW 39.34 between Eastside Fire and Rescue, a joint operating agency, King County Fire Protection Districts 27 and 34, State of Washington municipal corporations (hereinafter referred to collectively as the "Districts"), and The City of Sammamish, a State of Washington municipal corporation (hereinafter referred to as "Sammamish").

WHEREAS, the Districts have agreed to jointly provide building inspection, fire code enforcement, plan review, fire investigation services to Sammamish; and

WHEREAS, prior to the date of incorporation the area now known as Sammamish received building inspection and related services from the King County Fire Marshal office and the King County Department of Development and Environmental Services; and

WHEREAS, after the date of incorporation Sammamish may contract for services with other public or private agencies; and

WHEREAS, Sammamish has determined that, in order to best serve the citizenry, the Districts should provide such services to Sammamish; now therefore

IT IS AGREED:

I. PARTIES

The City of Sammamish
704 – 228th Avenue N.E.
PMB491
Sammamish, WA 98053

Eastside Fire and Rescue
175 Newport Way N.W.
Issaquah, WA 98027

King County Fire Protection District No. 27
P.O. Box 609
Fall City, WA 98024

King County Fire Protection District No. 34
8450 – 161st Avenue N.E.
Redmond, WA 98052

II. SERVICES

2.1 Provision of Services. The Districts shall provide any or all of the services requested by Sammamish listed on attached Exhibit A. The services provided and the fee schedule related thereto shall be reviewed annually and may be changed by agreement of the parties. Any such change shall be made by addendum to this agreement which shall become part of this Agreement and be appended hereto upon its execution.

2.2 Service Rates and Payment for Services. For the Services provided by the Districts to Sammamish, Sammamish agrees to compensate the Districts in accordance with the fee schedule set forth in Exhibit "A" attached. The Districts will endeavor to provide all services under the "Planned Rate" schedule, provided that Sammamish gives adequate notice for completion of the task. The "Demand Rate" shall be charged for all "Expedited Services." "Expedited Services" are those services that are provided at times other than regularly scheduled work hours, and which create an obligation to pay overtime wages. All services provided shall be invoiced to Sammamish on a monthly basis, not later than 30 days after the end of the month during which services are rendered. All sums due shall be paid within 30 days of billing.

2.3 Quarterly Meeting. The Districts or a designee and Sammamish shall meet quarterly to review and plan the provision of Services.

2.4 Reports. The Districts shall provide monthly activity reports to Sammamish indicating the services provided to Sammamish under this Agreement within 30 days following the of end of each month. The Districts shall also provide annual reports to Sammamish summarizing the amount and type of services provided to Sammamish under this Agreement in the preceding year by March 31st.

2.5 Coordination of Services. In order to provide clear coordination of services the Districts and City will designate a primary contact for the City and the Districts that may be changed from time to time by the parties.

The initial contact for Sammamish shall be: _____

The initial contact for the Districts shall be: Jim Rankin, Chief
Eastside Fire and Rescue
175 Newport Way N.W.
Issaquah, WA 98027
(425) 391-3433

III. TERM / TERMINATION / RENEGOTIATION

3.1 Term. The term of this Agreement shall begin on September 1, 1999, and end on December 31, 2000.

3.2 Renegotiations in Event of Statutory Changes. This Agreement shall be subject to renegotiations in the event of a statutory or regulatory change that materially affects this Agreement or any party's performance of this Agreement. If the parties cannot agree upon the new terms of such an agreement within three months of the effective date of the statutory or regulatory change, either party may then terminate this Agreement by written notice. All obligations required by this Agreement shall terminate, effective December 31st of the year in which such renegotiation ends unsuccessfully, or the end of the term of this Agreement if sooner.

IV. MODIFICATION

No changes or modifications to this Agreement shall be valid or binding upon any parties unless such changes or modifications are in writing and executed by all parties.

V. INTEGRATION

This Agreement contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

VI. VALIDITY

If a Court declares any portion of this Agreement invalid, the remainder of this Agreement shall immediately be subject to re-negotiation. If the Agreement cannot successfully be re-negotiated in 30 days it shall immediately become null and void. The Districts then may impose and collect charges for the Supplemental Services provided to Sammamish pursuant to the fee schedule, attached hereto as part of Exhibit A.

VII. FILING OF AGREEMENT

After execution of this Agreement by the parties, the Districts shall file a copy of this Agreement with the following:

7.1. The City of Sammamish;
7.2. Eastside Fire and Rescue
7.3. King County Fire Protection District 27
7.4. King County Fire Protection District 34
7.5. The King County Recorder

VIII. DISPUTE RESOLUTION

In the event that a dispute arises between the parties to this Agreement as to the interpretation or application of this Agreement or any term or condition contained herein, and the parties are unable to resolve the dispute, the dispute shall be resolved exclusively as set out in this part.

8.1. Either party may request that the dispute be submitted to mediation by giving the other party written notice. The parties may agree on a mediator. If there is no agreement on a mediator, either party may request mediation under the rules of the American Arbitration Association. The mediator appointed shall serve as mediator unless either party submits information that the selected mediator has a conflict of interest so as to cause a justifiable doubt as to the independence or impartiality of the selected mediator. Any dispute regarding the selection of the mediator or their ability to serve shall be resolved pursuant to AAA rules. All disputes shall be subject to mediation upon the request of any party, except that the parties may mutually agree not to mediate a dispute.

8.2. The mediator shall meet with the parties within 15 days of his or her selection. Mediation shall not last more than 60 days without the mutual agreement of the parties. The mediator may use any technique appropriate to facilitate agreement of the parties. Any agreement reached by the parties shall be reduced to writing and made an addendum to this Agreement. The mediation process shall be confidential and the mediator shall not be called by any party as a witness in any proceeding. No statement made or document submitted in mediation may be used by a party in any proceeding unless that statement or document would otherwise be admissible.

8.3. If the dispute is not resolved by mediation the dispute shall be submitted to binding arbitration. The rules of arbitration of the American Arbitration Association shall apply, except as modified herein.

a. There shall be one Arbitrator selected by the parties. If the parties are unable to select an arbitrator, the Arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

b. The arbitration shall be concluded within 60 days of the date the Arbitrator holds his or her first meeting with the parties, provided, that the Arbitrator may extend the arbitration period by an additional 30 days and the parties may agree to an extension for any period.

c. The party invoking arbitration with respect to an issue has the burden of proof with respect to the issue raised by the party.

d. The arbitration shall be concluded with a written order signed by the Arbitrator. The order shall identify: (1) the issues; (2) the evidence considered; (3) the conclusions of law and fact, if any; (4) an analysis of the issues; and (5) the decision. The terms or provisions of any order shall become an addendum to this agreement.

8.4. Each party hereby waives its right under any law or process to appeal the determination of the Arbitrator, except to the issue of an ultra vires order or decision of the Arbitrator.

8.5. Costs of mediation or arbitration shall be borne equally by both parties, provided that each party shall pay its own attorney fees and costs.

8.6. The arbitration decision may be enforced in the King County Superior Court for the State of Washington. Each party shall pay its own attorney fees and costs.

IX. ASSETS

All property acquired by the Districts to enable it to perform this Agreement shall remain the property of the District acquiring the property if this Agreement is terminated. All property acquired by Sammamish to enable it to perform this Agreement shall remain the property of Sammamish if this Agreement is terminated.

X. DEBT FINANCING

Each party shall be solely responsible for any general obligation bonds it issues or has issued for the acquisition of equipment, real property, or improvements relating to the provision of Services.

XI. RISK COVERAGE

11.1 Facilities and Equipment. Each party shall provide property and casualty risk coverage for all facilities and equipment currently owned or hereafter purchased by such party and used pursuant to the terms of this Agreement.

King County Fire Protection District No. 34
Attn: Fire Chief
8450 – 161st Avenue N.E.
Redmond, WA 98052

XIV. BENEFIT OF PARTIES ONLY

This Agreement is intended only to benefit the parties to this Agreement, and shall confer no benefits, direct or implied, on any third party.

XV. NON-EXCLUSIVE AGREEMENT

The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations. Provided, however, that should Sammamish seek to utilize the same or similar services from another provider, Sammamish shall notify the Districts of that decision prior to the utilization of such other provider.

XVI. CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Washington as now written or later amended.

XVII. PERFORMANCE OF AGREEMENT

Each party agrees that it will execute any and all instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

XVIII. INTERPRETATION

This document has been mutually negotiated between the parties. No adverse inference or ambiguity shall be construed against the party preparing this document for signature. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different portion of this Agreement. All terms are material to this agreement.

XIX. COOPERATION

The parties shall fully and completely cooperate with one another in good faith at all times so the spirit and terms of this Agreement may be fully implemented. The parties have had the ability to negotiate the terms of this Agreement on an equal basis. This

EXHIBIT A
TO
SAMMAMISH SUPPLEMENTAL SERVICES AGREEMENT
(Revised August 30, 1999)

Services	Planned	On-Demand	Services Selected
Uniform Fire Code Permit (Haz Mat) Inspections	$47.49 / hour	$63.95 / hour	
• Underground Storage	$47.49 / hour	$63.95 / hour	
• Public Assembly Occupancies	$47.49 / hour	$63.95 / hour	
• Hazardous Processes	$47.49 / hour	$63.95 / hour	
• Bulk Flammable Liquids	$47.49 / hour	$63.95 / hour	
Automatic Fire Detection and Extinguishing Systems			
• Plan Checking	$47.49 / hour	$63.95 / hour	
• Final Inspection and Testing	$47.49 / hour	$63.95 / hour	
Fire Engineering Consultations	$47.49 / hour	$63.95 / hour	
Hazard Complaint Investigation	$47.49 / hour	$63.95 / hour	
Code Enforcement	$47.49 / hour	$63.95 / hour	
Emergency Preparedness			
• **Assistance with development of comprehensive disaster plan**	$47.49 / hour	$63.95 / hour	
Fire / Arson Investigation			
• **At scene investigation of origin and cause and identification of criminal intent. A referral of criminal cases to Law Enforcement Agency**	$47.49 / hour	$63.95 / hour	

COUNCIL ROLL CALL

DATE: Sept 8, 1999

NAME	PRESENT	EXCUSED	ABSENT
MAYOR Phil Dyer	✓		
Deputy Mayor Jack Barry	✓		
Don Gerend	✓		
Ron Haworth	✓		
Kathleen Huckabay	✓		
Kenneth Kilroy	✓		
Troy Romero	✓		

PUBLIC COMMENT

SAMMAMISH CITY COUNCIL

DATE: September 8, 1999

NAME	ADDRESS	TELEPHONE#	SPEAK?	NOT SPEAK
Jim Seiber	3428 223rd AVE SE	425 392-7865	✓	
Lloyd Warren	22215 SE 38th St	391-0563	✓	
Michele + Justin Wells	22965 NE 26th pl.	868-1608		✓

PUBLIC COMMENT

SAMMAMISH CITY COUNCIL

DATE: September 8, 1999

NAME	ADDRESS	TELEPHONE#	SPEAK?	NOT SPEAK
Jim Seiber	3428 223rd AVE SE	425 392-7865	✓	
Lloyd Warren	22215 SE 38th St	391-0563	✓	
Michele + Justin Wells	22965 NE 26TH pl.	868-1608		✓

CITY COUNCIL VOICE VOTE

DATE Sept 8, 1999

Item	Gerend	Haworth	Huckabay	Kilroy	Romero	Barry	Dyer
R99-19	aye	aye	aye	aye	aye	aye	aye
R99-22	aye	aye	aye	aye	aye	aye	aye
R99-25	Tabled to 9/22						
R99-26	aye	aye	aye	aye	aye	aye	aye
R99-27	aye	aye	aye	aye	aye	aye	aye
O99-30	aye	aye	aye	aye	aye	aye	aye

CITY COUNCIL VOICE VOTE

DATE Sept 8, 1999

Item	Gerend	Haworth	Huckabay	Kilroy	Romero	Barry	Dyer
O99-31	aye	aye	aye	aye	aye	aye	aye
C99-25	aye	aye	aye	aye	aye	aye	aye

Received 9/8/99
Council Meeting

Date: September 8, 1999
To: City of Sammamish City Council
From: Redwin Acres Road Maintenance Association (represented by Lloyd Warren and Jim Sieber)
Subject: Request for Closure or "Limited Access" to Non-maintained Road

REQUESTED ACTION

That the Sammamish City Council assist in the neighborhood's attempt to resolve traffic conditions along the unimproved road, 224th Avenue SE (between SE 30th Street and SE 32nd Street) by:

a) permanently closing the south end of 224th Avenue SE to vehicular traffic, *or*
b) facilitating the process whereby a gate may be installed to restrict access to residents and emergency vehicles.

PREMISE

There has been a marked increase in the volume of vehicular "cut through" traffic using this road in order to bypass the intersection of SE 29th and 228th Avenue SE. Volume is particularly heavy during rush hour, when commuters traverse 224th Avenue SE and SE 32nd Street. During school days, the named road is used by families to drop off children making their way to Pine Lake Middle School.

Informal volume surveys by local residents estimate that the annual number of trips along SE 224th Avenue SE and SE 32 at *50,140*. This includes school traffic (both drop off and pick up), morning and evening commuters, and other non-specific daily traffic. Even at one-half this volume, this unimproved, neighborhood maintained roadway endures approximately 25,000 annual (or 2,080 monthly) non-resident trips.

DISCUSSION

King County over the past twenty years has refused any monetary or material assistance in maintaining the named section of road, claiming it was not the county's responsibility. As a result, local residents have assumed the burden of maintenance. Ten years ago, signs were purchased and posted at each end describing use as "No Thru Traffic." However, these signs have been largely ignored by the surrounding population.

The volume of through traffic and the high rate of clearly unsafe driving (e.g. speeding, failure to yield) have nearly caused accidents in the past, particularly to school children who use this thoroughfare as a walkway to school. Closing the named road to bypass traffic, or restricting access, is the only way to enforce a level of traffic consistent with existing conditions.

A city endorsed solution would be at no expense to the city of Sammamish; all costs and subsequent maintenance would be paid by local residents.