

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
JANUARY 12, 2000
AMENDED AGENDA**

Wednesday, January 12, 2000, 7:30 p.m. 486 228th Ave. N.E., City Hall Chambers

CALL TO ORDER

ROLL CALL/NATIONAL ANTHEM – SAMMAMISH SYMPHONY

INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS

a) Sammamish Symphony Members

1. Approval of Agenda

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

3. Consent Calendar

- a) Claims for the period ending Jan. 7, 2000 in amount of \$632,154.83**
- b) Payroll for period Dec. 1-15, 1999 in amount of \$8,822.42.**
- c) Payroll for period Dec. 16-31, 1999 in amount of \$19,637.49.**
- d) Minutes of Special Council Meeting, Dec. 1, 1999.**
- e) Minutes of Regular Council Meeting, Dec. 8, 1999.**
- f) Minutes of Continued Council Meeting, Dec. 15, 1999 (available at meeting).**

4. New Business

- a) Resolution R2000-35: Establishing a Deferred Contribution Plan With ICMA, 401(a).**
- b) Contract C2000-41: Contract for City Attorney and City Prosecutor Services for Sammamish**
- c) Contract for Services for Sammamish City Clerk Office**
- d) Eastside Transportation Partnership Representatives – Appointment**
- e) Contract C2000-42: Computer Network Maintenance, Engineering Support Service, and Warranty Agreement.**

f) **Resolution R2000-36: Establishing the Date, Time, Location for City Council Meetings.**

g) **Resolution R2000-37: Establishing the Date, Time, Location for Council Study Sessions.**

h) **Ordinance O2000-47: Setting Hours of Operation of City Offices**

i) REET prep issue reconsidered

5. **Council and Committee Reports**

6. **City Manager and Staff Reports**

7. **Appointment of Mayor and Deputy Mayor for Year 2000**

8. **Public Comment**

8a - Exec Session - prep acquisition

9. **Adjourn**

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f) Resolution R2000-36: Establishing the Date, Time, Location for City Council Meetings.

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h) Ordinance O2000-47: Setting Hours of Operation of City Offices

5. Council and Committee Reports

6. City Manager and Staff Reports

7. Public Comment

8. Adjourn



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

CHECK REGISTER
 DATE: JANUARY 7, 2000

CHECK NUMBER	Purchase Order No.	VENDOR	DESCRIPTION	CHECK DATE	AMOUNT
1356	2157	Pine Lake Club	Dinner for New City Mgr Candidates	11/26/99	\$917.17
1456		Karen Moran	Reimburse for Christmas Decorations	12/15/99	\$432.71
1459		King County Finance	Mental Health/Chemical Abuse/Dependency Services	12/23/99	\$1,149.39
1460		Puget Sound Energy	Electric Bill 11-10 to 12-09-99	12/23/99	\$199.17
1461		GTE	Move Phone System to Suite next door	12/23/99	\$3,244.75
1463	2197/2141	Professional Office Interiors	Balance Due for Furniture etc Less 10% Retainage	1/4/00	\$24,324.60
1464		Shane Watkins	Reimburse for Push Button Lock/Police Station	12/29/99	\$611.26
1465	2204	Expression Signs	City Sign/ Etching (\$4821.84) & Christmas Banner(\$809.07)	1/3/00	\$5,630.91
1469	2099	Berryman & Henigar	Plan Reviews	1/7/00	\$7,690.05
1470	2027	Kinkos	Mounting & Laminating	1/7/00	\$95.30
1471	2040	Federal Express	Shipping Charges for Plan Reviews	1/7/00	\$307.25
1472	2195	Municipal Research & Services	Publications	1/7/00	\$32.00
1473	2203	Bank Of America	Credit Card Charges/Roads Day/Don Gerend's Trip	1/7/00	\$1,756.54
1474	2021	Regency Realty Corp.	Roof Repair/Fire Alarm Repair	1/7/00	\$537.58
1475	2205	Parrish Communication	Wiring for new City Hall	1/7/00	\$2,244.76
1476	2046	Earth Tech	Transportation Planning & SEPA Mitigation Services	1/7/00	\$4,856.50
1477	2196	Nova Networks	Contract Installation/Printer/Network Services	1/7/00	\$11,657.32
1478	2015	Waldron Resources	Contract Services for Interim Staff	1/7/00	\$24,653.10
1479	2202	Wa Cities Insurance Authority	2000 Liability/Property Program	1/7/00	\$35,598.00
1481	2201	Wa Finance Officers Assoc	Membership Dues	1/7/00	\$50.00
1482	2209	AAA Fire & Safety Inc	3 Fire Extinguishers	1/7/00	\$162.90
1483	2213	Lockworks	Deadbolt Locks & Keys for City Hall	1/7/00	\$622.71
1484	2194	AA Rentals	Generator for Christmas Tree	1/7/00	\$608.16
1485	2208	Shurgard Storage	Storage Unit for City Hall	1/7/00	\$129.39
1486		Retail Construction	Draw for Construction work on City Hall	1/7/00	\$12,321.00
1487	2003	Corporate Express	Office Supplies	1/7/00	\$940.40
1488	2206	ADP	Processing charges for period end 12/15/99 payroll	1/7/00	\$114.62
1489	2210	Kato & Warren	Services related to next phase of 228th Ave NE/SE	1/7/00	\$3,738.29
1490	2004	Air Touch Cellular	Cell Phone Purchase in June 99 never paid for	1/7/00	\$287.97
1492	2030	Kenyon Law Firm	Monthly Retainer	1/7/00	\$8,191.70
1493	2021	Regency Realty Corp.	Real Estate Tax 1999	1/7/00	\$76.75
1494	2015	Waldron Resources	Finders Fee - Accounting Clerk & Senior Accountant	1/7/00	\$4,402.80
1495	2004	Air Touch Cellular	Monthly Phone Bill	1/7/00	\$11.16
1496	2095	IOS Capital	Copy Machine Rental	1/7/00	\$491.83
1497	2200	Association of Washington Cities	Annual Service Fee	1/7/00	\$13,600.44
1500	2215	VoiceStream	Cell Phone Charges (11) Police Dept (2) Bldg Dept	1/7/00	\$588.88
1501	2207	King County Finance	Dept of Transportation - Roads - Traffic - Regional Stormwater	1/7/00	\$53,191.51
1502		Diane Lukin	Reimbursement for Kitchen Supplies	1/7/00	\$187.22
1503		King County Sheriff	Nov/December 1999 Police Services	1/7/00	\$405,954.32
1504	2014	King County Journal	Ordinance Notices & Meeting Notices	1/7/00	\$130.65
1505	2219	Paper Express	Restroom Supplies for City Hall	1/7/00	\$413.77
TOTAL					\$632,154.83

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

Walter K. Wick

DATE

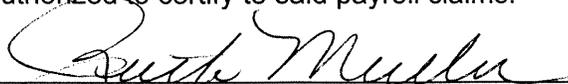
1/7/00

City of Sammamish
Payroll Register 12/20/99 for December 1 - 15, 1999

Check#	Name	Amount
500001	Dunham, Marlene	1,194.08
113585	Ericson, Cynthia	844.56
500003	Rodriguez, Mark	1,287.28
500004	Schwarzwalter, Mark	1,422.29
500002	Zecchino-Lukin, Diane	1,772.83

	EMPLOYEE NET WAGES	6,521.04
auto transfer	941 Taxes	752.33
	PERS Employer & Employee	553.54
	Pebasco-401A Employer & Employee	995.51
	Nationwide-457 Employer & Employee	-
	ICMA-457 Employer & Employee	-
	AWC Benefit Trust	-
	TOTAL TAXES & BENEFITS	2,301.38
	TOTAL FOR APPROVAL	\$ 8,822.42

"I, the undersigned, do hereby certify under penalty of perjury that the payroll claims are just, due and unpaid obligations against the City of Sammamish, and that I am authorized to certify to said payroll claims."

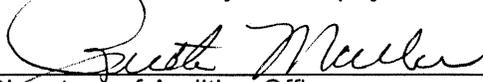

 _____ Date: Dec. 21, 1999
 Signature of Auditing Officer

City of Sammamish
Payroll Register 01/05/00 for December 16 - 31, 1999

Check#	Name	Amount
	1499 Romero, H. Troy	184.70
	125167 Barry, John H.	173.12
	125168 Dyer, Phil E.	230.87
	125169 Gerend, Donald J.	184.70
	125170 Haworth, Ronald W.	184.70
	125171 Huckabay, Kathleen D.	173.12
	10001 Dunham, Marlene	1,109.32
	125175 Ericson, Cynthia	842.31
	500003 Rodriguez, Mark	1,305.88
	10004 Schwarzwalter, Mark	1,365.22
	500002 Zecchino-Lukin, Diane	1,617.73
	12174 Wilson, Michael	3,011.25

	EMPLOYEE NET WAGES	10,382.92
auto transfer	941 Taxes	2,245.11
	PERS Employer & Employee	519.60
	401A Employer & Employee	1,578.28
	Nationwide-457 Employer & Employee	741.75
	ICMA-457 Employer & Employee	442.95
	AWC Benefit Trust	3,726.88
	TOTAL TAXES & BENEFITS	9,254.57
	TOTAL FOR APPROVAL	\$ 19,637.49

"I, the undersigned, do hereby certify under penalty of perjury that the payroll claims are just, due and unpaid obligations against the City of Sammamish, and that I am authorized to certify to said payroll claims."



 Signature of Auditing Officer

Date: 1/7/2000

**City of Sammamish
City Council Minutes
Special Meeting
December 1, 1999**

Deputy Mayor Jack Barry called the special meeting of the Sammamish City Council to order at 7:30 p.m.

Councilmembers present: Deputy Mayor Jack Barry, Councilmembers Ron Haworth, Kathleen Huckabay, Kenneth Kilroy, and Troy Romero.

Councilmembers excused: Mayor Phil Dyer and Councilmember Don Gerend

Staff present: Acting City Manager Lee Walton, City Manager Appointee Michael Wilson, Interim Planning Manager Kelly Robinson, Interim City Attorney Bruce Disend, Chief of Police Dick Baranzini, Interim Assistant to City Manager Randy Suko, Interim Senior Planner Matt Mathes, Accounting Manager Diane Lukin, and Interim City Clerk Ruth Muller.

Roll Call/Pledge

Roll was called and Councilmember Romero led the pledge.

Introduction of Special Guests and Presentations

Deputy Mayor Barry introduced Jamie Furse, a student at Skyline High School and community liaison. Ms. Furse submitted a proposal from the Eastlake High School and Skyline High School principals requesting that the City Council consider a proposal from the students of the high schools that two student liaison positions be created to communicate with the Sammamish City Council. Deputy Mayor Barry said that this proposal will be assigned to the Human Services Committee for a recommendation to the City Council.

Approval of Agenda

Acting City Manager Walton requested that Item 5.b. be continued to the December 8, 1999 meeting. Councilmember Haworth moved to approve the agenda removing Item 5.b. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Public Comment

Barry Rose, 402 238th Ave. N.E., encouraged the City Council to provide funding for acquisition of park land for the community. There is a window of opportunity for the Council to have the foresight to acquire land at a reasonable price for public use. With the passage of Initiative 695 the residents could use the money saved on vehicle licensing to pay for purchase of such parkland.

Tom Harmon, 2302 West Beaver Lake Drive S.E., expressed concern about King County's evaluation of land use projects. He suggests that Sammamish not use King County for evaluation of Sammamish projects and that the City consider ending their

contract with Department of Development and Environmental Services since the citizens have been performing the job of evaluation for Sammamish projects.

Consent Calendar

Councilmember Huckabay moved to approve the consent calendar as submitted. Councilmember Haworth seconded the motion. The motion carried unanimously approving (a) Minutes of Regular Council Meeting, November 10, 1999; (b) Minutes of Continued Meeting, November 17, 1999; (c) Claims for the period ending November 29, 1999 in amount of \$229,529.79; (d) Payroll for period November 1 – 15, 1999 in amount of \$8666.27; and (e) Approval of Renaissance Division II Subdivision.

Public Hearing

Deputy Mayor Barry opened the public hearing on the proposed final budget for the Year 2000 at 7:45 p.m. There were no comments from the public on the proposed budget. The public hearing was closed at 7:47 p.m.

New Business

Presentation of Members for the Parks and Recreation Commission: Deputy Mayor Barry presented to the Council the nine proposed members of the Commission who are recommended for appointment by the Human Services Committee for the following terms:

- Joyce McCallum, two-year term
- Dr. John Rossi, two-year term
- Nels Nelson, three-year term
- Karen Moran, two-year term
- Christine Svensson, two-year term
- Russell Sanderson, two-year term
- Bente Pasko, two-year term
- Paul Brodeur, three-year term
- Douglas Penner, three-year term

Councilmember Romero moved that the Council appoint nine members to the Parks and Recreation Commission as recommended by the Human Services Committee, with two-year term appointments expiring December 31, 2001 and three-year term appointments expiring December 31, 2002. Councilmember Huckabay seconded the motion. The motion carried unanimously. Deputy Mayor Barry and Councilmembers thanked these people for volunteering to serve the City in this capacity since there is a need for immediate work to provide park facilities and recreation programs for the community.

Contract C99-18: Acting City Manager Walton said that at the time the City executed the Law Enforcement Contract with King County, the term for the contract was to end December 31, 1999 as a new police contract under negotiation with all contract cities was expected to be in place by the end of 1999. There are still some issues that have not been resolved in this contract negotiation, so this proposed amendment extends the existing contract term past December 31, 1999. Councilmember Kilroy moved that the Acting City Manager be authorized to execute Amendment to Contract C99-18 for Law

Enforcement Services extending the term of the contract. Councilmember Haworth seconded the motion. The motion carried unanimously.

Council and Committee Reports

Councilmember Romero reported that the Land Use Committee has prepared information for visioning exercise for the City's comprehensive plan to be used at the December 9, 1999 Community Meeting. The Committee recommends that the the City's southern boundary be established at Southeast 48th Street. The Laurelwood Subdivision Plat was vested before the City's August 31, 1999 incorporation date and requires an environmental impact statement (EIS). Since our planning consultant has a conflict of interest a contract with EDAW Inc. for preparation of this EIS will be on the December 8, 1999 agenda.

Councilmember Huckabay reported that the Finance Committee will do further refinement on the master fee schedule and have it ready for the December 8, 1999 agenda. The Committee recommends that the Council propose a ballot measure to be submitted to voters in February for acquisition of open space, trails, and park land.

Councilmember Kilroy reported that the Public Safety Committee met with representatives of the three fire districts to discuss future fire and emergency services for the City. It is planned to have continued meetings on this subject and that this review process will be complete by the end of May 2000.

Councilmember Haworth added that King County will begin charging for fire marshall services in 2000 that would require contracting for approximately \$13,000 per year. He suggests that Sammamish not enter into a contract with King County, but explore the possibility of partnering with other cities in the future.

Councilmember Romero reported that the Land Use Committee has received a letter from a developer regarding possible acquisition of property for use as a post office site. The Committee suggests that this issue be placed on the next study session agenda for a full discussion.

Deputy Mayor Barry reported that plans are in progress for the December 18, 1999 City Hall open house and opportunity for the community to meet new City staff members.

City Manager and Staff Reports

Interim Senior Planner Mathes reported that two interlocal agreements will be on the December 8, 1999 agenda for transfer from King County to Sammamish of open space sites and of public park space.

Interim Senior Planner Mathes reported that an appeal of King County Hearing Examiner decision on the Beaver Lake Estates II Plat Approval has been filed. This appeal must be heard before the Council and is a closed record hearing with no re-opening of SEPA issues. Interim City Attorney Disend discussed the role of councilmembers when they are holding a quasi-judicial hearing. Councilmember Haworth moved that the Appeal

Hearing on Beaver Lake Estates II be scheduled on January 10, 2000 at 7:00 p.m. Councilmember Kilroy seconded the motion. Councilmember Huckabay moved to amend the motion to schedule the hearing on January 25, 2000 at 7:00 p.m. Councilmember Romero seconded the motion. After brief discussion of the availability of King County Staff, need for staff at the hearing, and cost for having staff at the hearing, the motion to amend failed with zero aye votes and five nay votes. The motion to hold the hearing on January 10, 2000 carried unanimously. After review of the January 2000 calendar, it was pointed out that the date on Tuesday is January 11. Councilmember Haworth moved that the appeal hearing on Beaver Lake Estates II Plat Approval be scheduled on Tuesday, January 11, 2000, 7:00 p.m. at City Hall and not on January 10. Councilmember Kilroy seconded the motion. The motion carried unanimously.

Public Comments

Tom Harmon, 2302 West Beaver Lake Road S.E., said that the County and Council rules of procedure are different and suggested that information be provided to the Council before this hearing.

Executive Session

Deputy Mayor Barry announced that the Council would recess to executive session for approximately 25 minutes to discuss potential litigation. The meeting recessed for ten minutes at 8:39 p.m.

The Council convened in executive session at 8:50 p.m.

The meeting reconvened at 9:15 p.m.

Adjournment

There being no further business, Deputy Mayor Barry adjourned the meeting at 9:17 p.m.

Ruth Muller, Interim City Clerk

Jack Barry, Deputy Mayor

**City of Sammamish
City Council Minutes
Regular Meeting
December 8, 1999**

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

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

Councilmembers excused: Councilmembers Kenneth Kilroy and Troy Romero

Staff present: Acting City Manager Lee Walton, City Manager Appointee Michael Wilson, Interim Planning Manager Kelly Robinson, Interim City Attorney Robert Noe, Chief of Police Dick Baranzini, Interim Assistant to City Manager Randy Suko, Interim Senior Planner Matt Mathes, Accounting Manager Diane Lukin, and Interim City Clerk Ruth Muller.

Roll Call/Pledge

Roll was called and Councilmember Gerend led the pledge.

Approval of Agenda

Councilmember Huckabay moved that the Amended Agenda Dated December 8, 1999 be approved. Councilmember Haworth seconded the motion. The motion carried unanimously.

Consent Agenda

Councilmember Huckabay moved that the consent agenda be approved as submitted. Councilmember Gerend seconded the motion. The motion carried unanimously to approve (a) Claims for the period ending December 3, 1999 in amount of \$139,222.06; and (b) Payroll for period November 16 through November 30, 1999 in amount of \$12,610.30.

New Business

Contract C99-34: Councilmember Haworth moved that the Acting City Manager be authorized to execute Interlocal Agreement Between King County and the City of Sammamish Relating to the Ownership, Funding, Operation and Maintenance of Open Space (Greenbelt) Properties. Councilmember Huckabay seconded the motion. Ruth Harvey, King County Office of Regional Policy and Planning, said that this contract covers the transfer to Sammamish of approximately 11 properties that are to be maintained as open space/greenbelts. Within thirty days of execution of this agreement, King County will convey by deed all of its ownership interest in these properties. There was discussion of costs to the City for maintenance of these properties and location of specific properties. Councilmember Huckabay moved to amend the motion to approve conditioned that all properties within the City of Bellevue be removed from the transfer

Ordinance No. O99-45: Councilmember Huckabay moved that Ordinance No. O99-45 Amending the City's 1999 Budget Ordinance be adopted. Councilmember Haworth seconded the motion. Councilmember Huckabay said that the adopted 1999 budget was a tentative document and we now have some actual figures that allows the City to amend the budget to better reflect 1999 operations.

The mayor recessed the meeting at 8:35 p.m. for five minutes.

The meeting reconvened at 8:45 p.m.

After a review by Accounting Manager Lukin of the adjustments to the 1999 Budget, the motion to adopt Ordinance No. O99-45 carried unanimously.

Ordinance No. O99-46: Deputy Mayor Barry moved that Ordinance No. O99-46 Adopting a Master Fee Schedule be approved. Councilmember Huckabay seconded the motion. Interim Assistant to City Manager Suko said that this ordinance will provide for fees to be in place; the proposed fees have been compared to those charged by neighboring cities and are quite consistent. Councilmember Gerend moved to amend the motion to establish a fee of \$108.00 per hour for Health Inspection Fee and Adult Care Facility. Councilmember Huckabay seconded the motion. The motion carried by majority vote with four aye votes -- Dyer, Barry, Gerend and Huckabay and one nay vote -- Haworth. Councilmembers discussed Section 4. covering recovery of the costs of Parks and Recreation activities. Councilmember Huckabay moved to amend the motion to replace Section 4 with the following: "The City Manager shall be authorized to set certain parks and recreation fees and other such City fees for programs and services to insure partial or total cost recovery. This authority will only apply to services or activities that are offered on a voluntary basis." The motion to amend carried unanimously. Councilmember Haworth moved to amend the motion to remove Section 3. covering Future Adjustments. Councilmember Huckabay seconded the motion. The motion carried unanimously.

The main motion to approve Ordinance No. O99-46 as amended carried unanimously. Deputy Mayor Barry said that he is voting in favor of this motion as the recovery costs are for activities of a volunteer basis and does not circumvent Initiative 695.

Ordinance No. O99-47: Acting City Manager Walton said that this Ordinance calling for an election to annex the City to King County Library District has been prepared as directed by the Council at the November 17, 1999 study session. Councilmember Huckabay moved that Ordinance No. O99-47 be adopted Declaring the City's Intent to Join and Be Annexed to the King County Rural Library District. Councilmember Gerend seconded the motion. Councilmember Haworth said that he has reviewed the costs for operation of the Sammamish Library and moved to table this motion indefinitely. Councilmember Gerend seconded the motion. The motion carried unanimously.

Councilmember Huckabay reported that the Land Use Committee will have its first community planning meeting Dec. 9 from 6:30 p.m. to 9:00 p.m. at Sunny Hills Elementary School. The Sammamish Water Forum meeting Dec. 8 is proposing an interlocal agreement between several cities covering issues and funding sources to protect cities on ESA taking.

City Manager and Staff Reports

Acting City Manager Walton reported that the City Hall facility is close to being completed and computer network is in the works. Mayor Dyer expressed appreciation to Mr. Walton for his service to the City of Sammamish as its Interim City Manager through some difficult times, noting that there will be a sense of loss on his departure from the City.

Public Comment

Tom Harmon, 2302 West Beaver Lake Road S.E., reported that the Sammamish Plateau Water and Sewer District will hold a comprehensive plan workshop on Jan. 10, 2000; the Sammamish Symphony will have a concert at Eastlake High School on December 19.

Vali Eberhardt, 543 208th N.E., suggested that the Council consider creating a "Fish Committee" since there is only one creek that has salmon returning.

Adjournment

The mayor continued this meeting to Wednesday, December 15, 1999 at 7:30 p.m. in City Hall offices, 486 228th Avenue N.E.

The meeting recessed at 10:15 p.m.

Ruth Muller, Interim City Clerk

Phil Dyer, Mayor

**City of Sammamish
City Council Minutes
Regular Meeting
December 15, 1999
Continued from Dec. 8, 1999 Meeting**

Mayor Phil Dyer reconvened the December 8, 1999 regular meeting at 7:30 p.m.

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

Staff present: City Manager Michael Wilson, Interim Planning Manager Kelly Robinson, Interim City Attorney Robert Noe, and Interim City Clerk Ruth Muller.

Roll was called.

New Business

Contract No. C99-40: Councilmember Haworth moved that the Mayor and City Manager be authorized to execute an Employment Agreement between the City of Sammamish and Ben Yazici as Director of Public Works and Financial Services. Councilmember Huckabay seconded the motion. City Manager Wilson said that this employment agreement is the same as for the other two department directors with the exception that it is for a one-year commitment. Mr. Yazici is experienced in public works operations, but is a transportation engineer and that will be beneficial to Sammamish because of the dynamics of transportation issues in the City. Councilmember Kilroy called for the question. Councilmember Gerend seconded the motion. The motion carried unanimously. The main motion to approve execution of employment agreement carried unanimously.

Claims Obligations: Councilmember Haworth moved approval of claims obligations for the period ending December 15, 1999 in amount of \$121,279.67. Councilmember Kilroy seconded the motion. The motion carried unanimously.

Adjournment

Councilmember Kilroy moved to adjourn the meeting. Councilmember Huckabay seconded the motion. The motion carried unanimously. The meeting adjourned to Study Session at 7:50 p.m.

Ruth Muller, Interim City Clerk

Phil Dyer, Mayor

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R2000-35

DATE ACTION IS REQUESTED: January 12, 2000	TITLE: A Resolution of the City of Sammamish, Washington Repealing Resolution No. 99-17 and establishing a deferred contribution plan with ICMA	TYPE OF ACTION: _____ Ordinance <u> X </u> Resolution _____ Motion _____ Other
APPROVED FOR COUNCIL PACKET: <u> X </u> City Manager _____ Dept. Head	ATTACHMENTS:	

SUBMITTED BY: Micheal Wilson

RECOMMENDATION: Adopt the resolution.

DISCUSSION: The Resolution repeals the social security replacement program with PEBSCO and establishes a new plan with ICMA. ICMA is a national organization offering a variety of services both on-line and by phone to employees and employers. In addition, ICMA offers a variety of investment options to employees along with local representative training and service.

ALTERNATIVES: Maintain social security replacement program with PEBSCO.

FISCAL IMPACT: None.

DRAFT

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. __

DRAFT

A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, REPEALING RESOLUTION NO. 99-17
AND ESTABLISHING A DEFERRED CONTRIBUTION
PLAN WITH ICMA

WHEREAS, the City of Sammamish desires to establish a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended, to provide reasonable retirement security for City employees; and

WHEREAS, by Resolution No. 99-17, the City of Sammamish selected Public Employees Benefit Services Corporation (PEBSCO) to provide record keeping, employee education and other technical and administrative services relating to the City's pension plan; and

WHEREAS, the City now desires to utilize the services of ICMA Retirement Corporation to administer its pension plan;

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

Section 1. Repealer. City of Sammamish Resolution No. 99-17 is hereby repealed.

Section 2. ICMA. The City of Sammamish appoints ICMA Retirement Corporation to provide record keeping, employee education and other technical and administrative services relating to the City's pension plan.

Section 3. City Manager Authorized. The City Council hereby authorizes and directs the City Manager to perform all acts and sign all documents necessary to establish said pension plan.

Section 4. City Manager as Trustee. The City Manager is hereby appointed as Trustee, and upon acceptance, by executing the Adoption Agreement of said plan, shall receive the necessary reports, notices, and other documents from ICMA Retirement Corporation.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
____ DAY OF JANUARY, 2000.

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. C2000-41

DATE ACTION IS REQUESTED: Jan. 12, 2000	TITLE: Contract for City Attorney and City Prosecutor Services for Sammamish	TYPE OF ACTION: _____ Ordinance _____ Resolution ___X___ Motion _____ Other
APPROVED FOR COUNCIL PACKET: ___X___ City Manager _____ Dept. Head	ATTACHMENTS: Contract C2000-41	

SUBMITTED BY: City Manager

RECOMMENDATION: Motion to Authorize the City Manager to execute the Contract between Kenyon Law Firm and City of Sammamish for City Attorney services and City Prosecutor services.

DISCUSSION: In May, 1999, the City Council appointed Bruce Disend, of Kenyon Law Firm as interim City Attorney for a period ending December 31, 1999. Prosecution services for the City of Sammamish were necessary upon the incorporation of the City August 31, 1999, and the City Council approved a contract for prosecution services with Kenyon Law Firm for a period ending December 31, 1999. Beginning in March 2000, the City will need to have a criminal code adopted and criminal cases will be filed in Issaquah Court for prosecution by Sammamish. This proposed contract with Kenyon Law Firm covers both City Attorney and Prosecution services. Staff will continue to monitor the needs of the City relating to legal services and work with the City Council to determine what is the best way to provide these services.

ALTERNATIVES:

- a) Provide staff position for legal services.
- b) Advertise a Request for Proposal for legal services and review services provided by other legal firms.

FISCAL IMPACT: A fixed fee for attorney services and hourly rates for defense of lawsuits and for prosecution services.

CONTRACT FOR LEGAL SERVICES

I. PARTIES

This contract is made on this ___ day of _____, 2000 between the City of Sammamish ("City") and Kenyon Law Firm, P.S. ("Attorneys").

II. SERVICES OF THE ATTORNEYS

The Attorneys shall work for the City at the pleasure of and under the direction of the City Manager. Bruce Disend will serve as the City Attorney and will direct the services provided under this agreement. Simon Stocker will serve as the City's primary prosecutor.

III. QUALITY OF SERVICES

The Attorneys shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution services. The City Attorney may have other attorneys employed by the Law Firm assist him in the performance of his duties. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- (3) Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- (4) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;
- (5) Attend all regular City Council meetings on an as-needed basis, unless excused

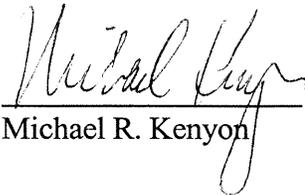
**IX.
INSURANCE**

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By: _____
Lee Walton, Interim City Manager

KENYON LAW FIRM, P.S.

By: 
Michael R. Kenyon

REQUEST FOR COUNCIL ACTION

Agenda Bill No. _____

DATE ACTION IS REQUESTED: Jan. 12, 2000	TITLE: Contract for Services for Sammamish City Clerk Office	TYPE OF ACTION: _____ Ordinance _____ Resolution <input checked="" type="checkbox"/> Motion _____ Other
APPROVED FOR COUNCIL PACKET: <input checked="" type="checkbox"/> City Manager _____ Dept. Head	ATTACHMENTS: Contract with Ruth Muller	

SUBMITTED BY: City Manager

RECOMMENDATION: Authorize the City Manager to execute Contract Between City of Sammamish and Ruth Muller

DISCUSSION: In May, 1999, the City Council authorized interim staffing services for the City to be provided through Waldron Resources. The interim City Clerk position was filled with an employee provided by Waldron Resources. The City Manager has hired department heads, and several staff positions have been filled. The rest of the City staff positions are unfilled and the City Manager will continue the hiring of qualified staff. At the present time, a City Clerk has not been hired by the City Manager. Until the City Manager has had the opportunity to select a qualified person to fill the position of City Clerk, it is proposed that the City contract with Ruth Muller to continue to provide support services for the City Clerk office.

ALTERNATIVES:

- Extend the contract with Waldron Resources for City Clerk services.
- Use existing clerical employees to provide support services for the City Clerk office until an employee is hired.

FISCAL IMPACT: The contract provides for hourly fee of \$33.00 for a maximum of 100 hours per month.

CONTRACT FOR SERVICES
City of Sammamish and Ruth Muller

This Agreement is entered into by and between the City of Sammamish, Washington, a noncharter optional municipal code city, hereinafter referred to as "the City," and Ruth Muller, hereinafter referred to as "the Contractor," whose principal office is located at 17566 Ballinger Way N.E., Lake Forest Park, Washington 98155.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Contractor \$33.00 per hour for a maximum of 100 hours per month. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The Contractor shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing _____, 2000, and ending _____, 20__, unless sooner terminated under the provisions hereinafter specified.
4. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

any such audit or other examination performed by or on behalf of the Contractor.

10. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
14. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

Michael R. Wilson, City Manager
 City of Sammamish
 704 228th Street NE, PMB 491
 Sammamish, Washington 98053
 Phone number: (425) 898-0660

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

Ruth Muller
 17566 Ballinger Way
 Lake Forest Park, Washington 98155
 Phone number: (206) 363-5287

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

EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following:

1. Support services in the operation of the City Clerk office.
2. Such other services as may be requested by the City Manager.

EXHIBIT C

CITY OF SAMMAMISH
704 228th Ave. NE, PMB 491
Sammamish, Washington 98053
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Sammamish, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish before or along the submittal of the first billing voucher.

Please check the appropriate category:

Agency Corporation Partnership Government
 Individual/Proprietor Other (please explain)

TIN#: - - - - -

SS#: - - - - -

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

REQUEST FOR COUNCIL ACTION

Agenda Bill No. _____

DATE ACTION IS REQUESTED: Jan. 12, 2000	TITLE: Eastside Transportation Partnership Representative Appointment	TYPE OF ACTION: _____ Ordinance _____ Resolution _____ Motion ___X___ Other
APPROVED FOR COUNCIL PACKET: ___X___ City Manager _____ Dept. Head	ATTACHMENTS: Dec. 21, 1999 letter	

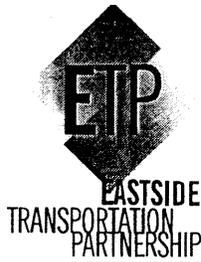
SUBMITTED BY: City Manager

RECOMMENDATION: Re-appoint Councilmembers Gerend Deputy Mayor Barry as City of Sammamish representatives

DISCUSSION: The City Council appointed two representatives to the Eastside Transportation Partnership after the August 31, 1999 incorporation to provide opportunity to participate in transportation issues. It is important for the City to have a voice on transportation issues involving the East King County area, and the Council has approved membership in this group for the year 2000. Representatives are appointed on a yearly basis and both City representatives have a vote on the Board.

ALTERNATIVES: Do not participate in East King County transportation issue discussions through this group.

FISCAL IMPACT: Membership dues of \$250 for each representative.



MS: KSC-TR-0813
201 South Jackson Street
Seattle, WA 98104-3856
Phone (206) 263-4700 Fax (206) 263-4750

December 21, 1999

The Honorable Phil Dyer
Mayor, City of Sammamish
704 - 228th Avenue NE, MPB 491
Sammamish, WA 98053

RE: Eastside Transportation Partnership Invitation for Membership

Dear Mayor Dyer:

The Eastside Transportation Partnership (ETP) would like to invite the City of Sammamish to participate by appointing a representative to serve on the Board for the upcoming year.

ETP will continue to serve as a central forum for public and private sector agencies to exchange information, build consensus, coordinate efforts to address transportation issues, and promote transportation programs that benefit East King County. The upcoming year promises to be a challenging one as the Board addresses transit issues, transportation financing, congestion, and freight mobility. I look forward to your involvement in ETP's future efforts to improve the transportation system for East King County's citizens and businesses.

Please use the enclosed ETP appointment form to identify your ETP representative and alternate. If you have any questions, please feel free to contact Lisa Shafer, Transportation Planner, King County Transportation Planning Division, at (206) 263-4753

Sincerely,

Rob McKenna
Rob McKenna
Chair

RM:aa

Enclosure

- 1. Yearly appointment
- 2. Elections only
- 3. Both reps (not alternate as letter indicates)
- 4. Early January appoint -

RECEIVED

BY: *cl*

Instructions: Please complete as directed and return to Lisa Shafer at the address below by January 15, 2000.

DATE:

TO: Lisa Shafer
King County Transportation Planning Division
MS: KSC-TR-0813
201 South Jackson Street
Seattle, WA 98104-3856

RE: Eastside Transportation Partnership Member Appointment for 2000

Dear Ms. Shafer:

We wish to appoint _____
(name, title)

and _____ to serve as the
(name, title)

_____ representatives to the
(city/county/agency)

Eastside Transportation Partnership (ETP) for 2000.

The mailing address including zip, telephone number, fax number and e-mail address of our representatives are as follows:

Name and title: _____
Mailing address incl. zip: _____
Telephone number: _____
Fax Number: _____
E-mail address: _____

Name and title: _____
Mailing address incl. zip: _____
Telephone number: _____
Fax number: _____
E-mail address: _____

REQUEST FOR COUNCIL ACTION

Agenda Bill No. C2000-42

DATE ACTION IS REQUESTED:	TITLE:	TYPE OF ACTION:
1/12/00	1) <i>Computer Network Maintenance Agreement</i>	<input type="checkbox"/> Ordinance
	2) <i>Block of Time Retainer Agreement</i>	<input type="checkbox"/> Resolution
APPROVED FOR COUNCIL PACKET:	3) <i>Router Warranty Service</i>	<input checked="" type="checkbox"/> Motion
<input checked="" type="checkbox"/> City Manager	ATTACHMENTS:	<input type="checkbox"/> Other
<input type="checkbox"/> Dept. Head		

SUBMITTED BY: Michael Wilson

RECOMMENDATION: Approve

DISCUSSION: (1) The Computer Network Maintenance Agreement provides three and a half (3.5) hours weekly of network support from Nova Networks. Most of this support will be in the form of reviewing a regularly scheduled task list to insure the system is working well and trouble shooting problems as they arise. 2) The Block of Time Retainer Agreement is for hardware related problems requiring a higher level of engineering expertise targeted to correcting design or equipment failures. The money is placed in an account with Nova and used as needed. At any time we can terminate the contract and all remaining funds will be returned. 3) The Router Warranty Service maintenance is a one time payment to insure expedited service on the router or piece of hardware most susceptible to potential problems. The router routes email and is the main conduit of communication for the network server.

ALTERNATIVES: Not sign either agreement for the Computer Network Maintenance or the Block of Time and pay the higher rate in both cases as problems in the network arise with no guarantee of quick turn around time or staff availability. Similarly, not sign the maintenance agreement for the router and risk slow service if the equipment fails.

FISCAL IMPACT: (1) Computer Network Maintenance Agreement: \$1552.98/monthly; (2) Block of Time Retainer Agreement: \$\$4887.00/one time on deposit; (3) Router Warranty Service maintenance: \$1475.94



DA: January 7, 1999

TO: Michael Wilson, City Manager

FR: Randy Suko, Interim Assistant to City Manager

A handwritten signature in black ink, appearing to be "RS" or similar initials, written in a cursive style.

RE: ***NOVA NETWORKS AGREEMENTS***

The attached agreements with Nova Networks have been reviewed by our City Attorney. Each agreement relates to computer network maintenance of both software and hardware.

1) **Network Maintenance Services Agreement:** Total Cost: \$1552.98/monthly.

This contract aims at providing on-going service to the network, insuring the servers are functioning properly, tape back-ups working, files collected and retained properly and several other tasks regularly undertaken. This maintenance will address immediate problems related to software and accumulating problems of the system which can cause major problems later. Regular maintenance will also allow interaction with the staff related to issues caused by "operator" error.

The intent of this agreement is to provide a likely minimum amount of service needed in the present. As more staff and functions are added, more maintenance time will be needed, requiring an increase in time and thereby the amount of the contract. Three and a half (3.5) hours weekly is expected to be adequate for the next three months.

As the need for a information services and network maintenance increases, an in-house information services position will be needed. This is likely to be needed sooner rather than later. As a result, this contract can be terminated in a reasonable time frame. This agreement is a standard practice NOVA and appears to work very based on the experience of other cities.

2) **Block of time Retainer Agreement:** Total Cost: \$4887.00/one time deposit

This agreement is targeted primarily to hardware where a design flaw or equipment failure may seriously hinder the functioning of the network. At such time as we need, a higher level of engineering support and trouble-shooting will be available from NOVA during business hours and on an emergency basis. Response time is generally within 4 hours. With complete shutdown or major dysfunctions, within two hours is the general response time.

Under this agreement, the money is placed on deposit with them and only used as we need. This avoids the paperwork related to purchase order numbers and authorization to proceed. Without this agreement, the cost can be much higher with no guaranteed commitment on response time. At any time we can terminate the contract and receive the full amount of the deposit back. This agreement is NOVA's standard practice they have with other cities and companies.

3) **Router Maintenance Agreement:** Total Cost: \$1475.94/one time

This agreement is strictly targeted at a piece of equipment called the router, which apparently can be vulnerable to breakdown or problems. This is required by Cisco Systems and it is a standard industry practice. The router is the main communication link both in-house and outside to the Internet in maintaining the functions of the network.

This agreement guarantees expedited service from both NOVA and Cisco with an expected turn around of 48 hours for repair or replacement. When the router is down, the network cannot work.

While we can do without any or all of these things, any problems with the network will impact all staff in the City. I would recommend the approval of all three agreements.



the architecture of business

5701 Sixth Avenue South
 Suite 434
 Seattle, Washington 98108
 (206) 762-5083 Phone
 (206) 762-5141 Fax
 (800) 859-NOVA Toll Free

<http://www.novanw.com>

Network Maintenance Services Agreement

Client Name	City of Sammamish	Contract Monthly Amount	\$1,213.33
Contact	Randy Suko	Monthly Trip Charge	\$216.67
Address	486 228th Ave. NE	WA State Sales Tax	\$122.98
City, State, ZIP	Seattle, WA 98053	Total Monthly Amount Due	\$1552.98
Phone	425-898-0660	Contract Start Date	01/01/2000
		Client PO#	

The Client wishes to retain NOVA as an independent contractor to perform *Network Maintenance Services* ("NMS") on behalf of the Client. NOVA is ready, willing and able to perform such services as specified in the terms and conditions below:

1. Network Maintenance Services

For the duration of this agreement, NOVA shall provide the Client with computer Network Maintenance Services (NMS). Nova Networks provides complete support for Computer Networks with **Network Maintenance Services, Network Technical Services, Network Professional Services and Programming Services**. Desktop support and server monitoring will be provided by Network Maintenance Services following acceptance of this Network Maintenance Agreement (NMA). All other services are provided through the Block of Time (BOT) contract (See section 14 See for overview)

1.1 The NMA provides:

1.1.1 Network monitoring and coordination with Nova's Network Technical Services for proactive troubleshooting and maintenance of Server hardware and software. Resolution of technical issues involving any servers, backbone (to include, but not limited to, routers, switches hubs, tape backup systems, and firewalls) and Wide Area Networks (WAN) will be provided by NTS through a Block of Time (BOT) contract. Other services, such as Engineering Design, Project Management and Programming can also be provided through the BOT.

1.1.2 Desktop Services including installation, setup and maintenance of Workstations including hardware and software. This includes, but is not limited to, the set up of all Network Client software, email, printers, and virus protection software. Installation maintenance and support of any Industry specific application software is not covered under the NMA. If applicable, support may be obtained via the BOT Contract services and will be determined on a case by case basis.

- 1.1.3 Network support is limited to maintenance of file directories, Users and Groups, login scripts and print servers.
- 1.1.4 Coordinate with Client contact to resolve User issues.
- 1.1.5 Maintain documentation provided by network audit through BOT services at contract initiation to include a Visio diagram, IP Map and network hardware and software inventory.
- 1.1.6 Setup a communication protocol using email to receive and track User support requests. Coordinate with Client contact for prioritizing User support requests. Provide task lists, updated weekly, to Client contact for coordinating network maintenance by Nova.

2 Nova's Range of Duties

The range of services possible is described below. It is understood and agreed that services provided to the Client under this contract will fall within this range. The amount of time allocated under this agreement may or may not allow all items listed to be completed.

2.1 Mandatory Duties

2.1.1 Network Maintenance

- Provide a network audit to yield baseline documentation. Documentation that will result will include a Network Diagram, IP Map and hardware and software inventory. This initial documentation will be provided by and invoiced through the BOT service contract.
- Monitor network hardware and software, including, but not limited to, Server Operating System, File Backup, Battery Backup, Email, Internet Access, Virus Protection and Remote Access.
- Report Server error or performance loads that exceed manufacturer recommendations to Nova Engineering Services Coordinator to schedule proactive maintenance or repair through the BOT contract.
- Report any, WAN, backbone, or Remote Access technical issues to Nova Engineering Services Coordinator to schedule proactive maintenance or repair through the BOT contract.
- Coordinate with Nova Engineering Services to maintain current patches and upgrades for the Network OS and the Server components of software such as for Backup, Virus Protection, Email and Remote Access. Coordinate with the Client and Nova Engineering Services work scheduled under Block of Time agreement.
- Establish backup tape rotation protocols with Client, monitor and log backup jobs.
- Maintain an updated inventory of network hardware and software, including network diagrams, software licensing and warranties.
- Maintain IP Address list for all hardware including, but not limited to, Servers, Routers, and Workstations.
- Maintain Users and Groups
- Maintain network file directory
- Maintain User Rights and Security
- Maintain Print Servers, Print Queues and Printers
- Update Server-based Anti-Virus software.

2.2 On-Demand / Time Available Duties

2.2.1 Workstation Management

- Setup, maintain and upgrade Workstation hardware.
- Install and configure Workstation software, including OS, network clients, virus protection software, email client, web browser, remote access client, core programs (e.g. Microsoft Office Suite) and printers.
- Install updates and service release patches for all program and client software on Workstations
- Install updated Virus signature files.

2.2.2 End User Support

- Coordinate with Client to establish a communication protocol for addressing network issues and for planning. This includes participation in the Clients computer committee.
- Establish a written protocol for Users to request support by email. Nova will work with the Client Contact to prioritize and resolve all support requests.
- Assist users with software, hardware, and network-related questions.

3 Block of Time Contract

Client must maintain a pre-paid Block of Time Service Contract throughout the life of the Network Maintenance Contract. (See Section 14 for overview) All server, WAN, backbone and remote access issues will be coordinated resolved through this program.

4 Authorized Network Adjustments.

- 4.1 The Client pledges that adjustments, changes or additions to the network system and its supporting infrastructure will be limited to the activities of *Authorized Servicing Parties* only. *Authorized Servicing Parties* are limited to (a) NOVA; (b) employees of the Client who are acting to implement change under specific instructions, guidance from NOVA staff; or (c) third party service providers acting with the permission of the Client and with the express written consent of NOVA.
- 4.2 This section includes but is not limited to software installation, changes or "patches" to any network operating system or additions of customer premises equipment, changes or upgrades thereto. Changes by unauthorized servicing parties adversely affecting the stability and/or functionality of the network and requiring subsequent corrective action will be billed separately from this Agreement.

5 Client Responsibilities

- 5.1 Client agrees to ensure legal licensing of all software applications within the administered network environment(s).
- 5.2 The Client will provide a network connection to NOVA at the Client's expense.

- 5.3 The Client agrees to provide a dedicated PC for NOVA's use, and to pay for any cabling or equipment necessary to connect the PC to Client's network.

6 Fixed Hours, Rate and Length of Contract

- 6.1 NOVA agrees to perform services defined above at 3.5 hours per week. The rate for work under this contract is \$80 per hour. The hours will be performed on fixed days that will be mutually agreed upon by The Client and NOVA. The client may choose ½ day (3.5 hours) or a full day (8 hours) *only*. Changes to the fixed days are allowed with prior approval between the Client and NOVA.
- 6.2 Client may request scheduled days and times and although Nova will make every effort to accommodate, final schedules will be determined by a variety of factors and therefore exact days requested cannot be guaranteed. For that fact, therefore, Client should request 1st, 2nd and 3rd choice. This will be used as a guideline for fulfilling the requested hours per week commitment.

1st Choice

	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM		x			

2nd Choice

	Monday	Tuesday	Wednesday	Thursday	Friday
AM		x			
PM					

3rd Choice

	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

- 6.3 The contract shall begin on (Month) February, (Day) 01 (Year) 2000 and continue through (Month), January (Day) 31st (Year) 2001
- 6.4 This contract is renewable with written agreement by both parties.
- 6.5 NOVA shall perform no supplementary or complimentary work, i.e.; any work outside the scope of the project services nor additional hours outside of those contracted for at the \$80 per hour rate. If additional hours are needed the Client can contract for services under the Block of Time contract at appropriate rates.

- 6.6 The Client can increase or decrease hours in this contract only by termination of this contract and instituting a new contract. Termination clauses in section 11 will apply.

Notwithstanding the above, the City has the right to increase or decrease the fixed hours by a 20% per month without triggering the

- 5.3 The Client agrees to provide a dedicated PC for NOVA's use, and to pay for any cabling or equipment necessary to connect the PC to Client's network.

6 Fixed Hours, Rate and Length of Contract

- 6.1 NOVA agrees to perform services defined above at 3.5 hours per week. The rate for work under this contract is \$80 per hour. The hours will be performed on fixed days that will be mutually agreed upon by The Client and NOVA. The client may choose ½ day (3.5 hours) or a full day (8 hours) *only*. Changes to the fixed days are allowed with prior approval between the Client and NOVA.
- 6.2 Client may request scheduled days and times and although Nova will make every effort to accommodate, final schedules will be determined by a variety of factors and therefore exact days requested cannot be guaranteed. For that fact, therefore, Client should request 1st, 2nd and 3rd choice. This will be used as a guideline for fulfilling the requested hours per week commitment.

1st Choice

	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM		x			

2nd Choice

	Monday	Tuesday	Wednesday	Thursday	Friday
AM		x			
PM					

3rd Choice

	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

- 6.3 The contract shall begin on (Month) February, (Day) 01 (Year) 2000 and continue through (Month), January (Day) 31st (Year) 2001
- 6.4 This contract is renewable with written agreement by both parties.
- 6.5 NOVA shall perform no supplementary or complimentary work, i.e.; any work outside the scope of the project services nor additional hours outside of those contracted for at the \$80 per hour rate. If additional hours are needed the Client can contract for services under the Block of Time contract at appropriate rates.
- 6.6 The Client can increase or decrease hours in this contract only by termination of this contract and instituting a new contract. Termination clauses in section 11 will apply.

- 6.6 The Client can increase or decrease hours in this contract only by termination of this contract and instituting a new contract. Termination clauses in section 11 will apply.
- 6.7 Within the guidelines specified in *Section 1* of this document, NOVA shall determine, at its sole discretion, the manner and means by which the services shall be performed and the location where services will be performed.

7 Payment

- 7.1 Client will be invoiced on a monthly basis. Payment is due on the first day of the month in which work is provided during the term of this contract. Services under this contract are calculated at \$80/hour plus travel. Travel is charged at ½ Nova's standard trip charge one way for each trip to the client site. Parking will be billed back to the client on a monthly basis and due within fourteen (14) days of the invoice date.
- 7.2 The Client acknowledges that any overdue amounts shall bear interest to NOVA at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowed by applicable law, whichever is less, until paid in full.
- 7.3 Since state and federal taxes are subject to change and since such change is beyond NOVA's control, the Client agrees that any additional sales taxes, value added taxes or other governmental duties not foreseen at the time of this Agreement's execution shall be born by the Client.

8 Ownership of Products and Premises Security

- 8.1 Reports for work done, inventory management and network diagrams produced by NOVA in the performance of services under this Agreement, whether in draft or final form and whether written, computerized or in other form, shall be the property of the Client.
- 8.2 While working on the Client's premises, NOVA agrees to observe and support the Client's rules and policies relating to maintaining physical security of the Client's premises.

9 NOVA's Pledge of Confidentiality

- 9.1 NOVA recognizes that during its provision of services to the Client, NOVA personnel will or may have access to or otherwise become acquainted with *Proprietary or Confidential Information* belonging to the Client. *Confidential Information* may include product specifications, data, know-how, formulae, source code, process information, research findings, developments, products, or inventions. It may also include information provided by third parties under the Client's pledge of confidentiality, or other items of business information not known to the general public. *Confidential Information* excludes items of information known to NOVA that predate its relationship to the Client, or were obtained prior to initiation of NOVA's obligation to maintain confidentiality.
- 9.2 Since *Confidential Information* may, as maintained, constitute valuable trade secrets of the Client, NOVA will act in good faith to protect the Client's confidentiality of said information, and will avoid discussing, publishing, disclosing or otherwise making available such information to third parties, without the prior written consent of the Client. NOVA may, however, disclose such information to contractors or subcontractors who have been approved by the Client and who have the need to know the information in the performance of their duties for the Client.

- 9.3 NOVA's obligation to handle the Client's confidential information with due care shall continue until such time as the information item(s) in question has become available to the general public other than as a result of action by NOVA, or until the information has properly and legally received by NOVA from a third party or through independent development, and without compromise to NOVA's Agreement with the Client.
- 9.4 NOVA shall only make use of its knowledge of the Client's Confidential Information in connection with NOVA's performance of services to the Client, and for no other purpose, and NOVA shall seek assurance of compliance with this section from any subcontractor(s) it might draw, with the Client's consent, into the Client's service. However, these assurances shall not be construed as restrictions to NOVA in exercising its technical skills provided NOVA and such subcontractors do not benefit in any unauthorized manner directly from said Confidential Information.

10 The Protection of NOVA's Trade Secrets

- 10.1 With regard to specially prepared products, such as customized software products and processes developed by NOVA, the Client agrees to protect from disclosure, dissemination or duplication any trade secrets embodied in NOVA's work.
- 10.2 The Client will refrain from providing third parties with any custom program code, processes, procedures or specially prepared documentation, unless said party(s) need such access to perform duties consistent with the Client's rights and intent under this agreement. This particularly applies to protecting such information from disclosure to NOVA's competitors, and the Client will sustain a best effort to ensure that any and all persons afforded access to the custom program code, processes, procedures or specially prepared documentation protect NOVA's trade secrets against unauthorized use, dissemination, or disclosure.

11 Agreement Initiation, Conclusion or Termination

- 11.1 This agreement will commence on the date it is executed and will continue thereafter in full force for a minimum of six months and a maximum of twelve months from the start date noted on page one of this document.
- 11.2 This agreement may be terminated at any time by the Client, for any reason or no reason, upon two- (2) week's prior written notice to NOVA. Termination does not release Client from the six-month minimum financial obligation.
- 11.3 Either party may request termination of this Agreement by doing so in writing to the other if the non-requesting party has committed any demonstrable breach of any Agreement provision and fails to cure or cause cure of said breach, within two (2) weeks of said written notice.
- 11.4 If termination occurs, payment of any unpaid sums for services provided by NOVA and received by the Client and those due to satisfy the six-month minimum obligation will be due immediately. After payment is received, NOVA will return and deliver to the Client or Client's designee all software, documents, media or items containing any Confidential Information, and all equipment, tools, identification cards, security passes and other material owned by the Client and provided to NOVA.

12 Independent Contractor Status and Notification of Limited Liability

- 12.1** In providing services to the Client, NOVA is and will at all times remain an independent contractor. In accepting this Agreement, the Client agrees in principal and in fact that NOVA has been retained only for the performance of specific services or categories of service. NOVA will not under any circumstances look to the Client as employer, or represent itself as agent, partner or employee of the Client.
- 12.2** The Client understands that during the term of this Agreement, NOVA intends to perform services for other existing or new clients as business conditions permit, and to make NOVA services available to the general public.
- 12.3** NOVA makes no representations or warranties with respect to its services or any part thereof, and NOVA specifically disclaims any such warranty of merchantability for general or specific products or services, or of the fitness or suitability of said products or services for one or more specific purposes for the Client.
- 12.4** The City shall indemnify, defend, and hold harmless the Consultant and its officers, agents and employees from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the City, its agents or employees pursuant to this Agreement; and, if a suit as described above be filed, the City shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the Consultant, the City shall pay the same
- 12.5** The Consultant shall indemnify, defend, and hold harmless the City and its officers, agents and employees from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Consultant, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Consultant shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Consultant shall pay the same.
- 12.6** Nova Networks provides Year 2000 Compliance (Y2K) services as one of many services offered to our Customers. We are not in the sole business of Year 2000 Compliance testing. Nova Networks defines "Year 2000 Compliance" as the ability of hardware, firmware, and software products to accurately process date data from, into, and beyond the years 1999 and 2001, when used in accordance with the product documentation, provided that all products (e.g. hardware, firmware, software) used in combination with these products, properly exchange date data with it. We warrant that at the time Y2K services are being rendered, any hardware or software we install, upgrade, or replace is Year 2000 Compliant to the best of our knowledge. We rely on third parties, including manufacturers, for information on Y2K compliance, and we have not verified the accuracy of this information. Nova Networks will not be held liable, either directly or indirectly, for misinformation provided to us by third parties.
- 12.7** The Client acknowledges the limitation of NOVA's liabilities, on whatever basis, to the actual fee received by NOVA for services, its indemnification of NOVA from any and all third party claims resulting from NOVA's work for the Client, and the Client's responsibility to avoid disparagement of NOVA or its competitors.

13 Other Terms and Conditions

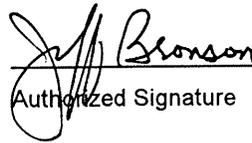
- 13.1 **No-Hire Clause:** In the absence of express written permission granting exception to the Client of this section, the Client specifically and without qualification agrees to refrain from hiring, employing or contracting, or causing to be employed, hired or contracted, any employee or contract worker of NOVA for a period of two (2) years following the effective conclusion of NOVA's services under this Agreement, or modifications or renewals to this agreement other than cancellation. If written permission by Nova is granted for a Nova employee or contract worker acting under this agreement to accept an offer for employment with the Client, Nova can choose to release the obligation of the Client to the no-hire clause providing the Client agrees to pay Nova the equivalent of one years full time salary and benefits that Nova was providing the employee during their participation under this agreement.
- 13.2 Any and all communications pertaining to this Agreement's terms shall in writing and shall be deemed given and effective either when delivered personally or by overnight express with proper receipt, or three (3) days after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested. Addressing shall be based upon information from the signature section of this Agreement or by such address correction(s) lawfully advised by the Client.
- 13.3 With respect to the specified services, this Agreement and its attachment(s) constitute the entire agreement between NOVA and the Client and supersede all prior oral and written negotiations. It clarifies any spoken commitments or understandings. If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision(s) shall be modified to the minimum extent necessary to make them legal, valid and enforceable. Any such modifications shall not affect the legality, validity or enforceability of any remaining Agreement.
- 13.4 This Agreement shall inure to the benefit of the NOVA and be binding upon the Client, its successors and assigns to the extent lawful assignment can occur. It shall be governed, construed and enforced in accordance with the laws of the State of Washington, excluding any demonstrable conflicts of law or rule applicability. No delay or failure by either party to exercise or enforce any right or provision herein shall be considered a waiver of such party's right thereafter to exercise or enforce each and every right and provision. No single waiver may be considered valid unless in writing, but need not be supported by consideration, with none considered a continuing or subsequent waiver unless expressly stated.
- 13.5 This Agreement may be executed in one or more parts with each being considered part of the single resulting document. When construing or interpreting its sections the word "or" shall not be construed as exclusive and the word "including" shall not be limiting. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and ambiguities shall not be interpreted against the drafting party.

Acceptance of this Agreement:

For the Client :

For Nova Networks Inc :

Authorized Signature Date

 _____
Authorized Signature Date

01/04/2000

Printed Name Title

JeffBronson _____
Printed Name Title

Sales Manager

14 BLOCK OF TIME PROGRAM

14.1 As a requirement of the complete Network Maintenance Program, a Block of Time contract is required. Details of the program are listed below. The Block of Time program requires a separate contract and prepayment to initiate. Renewals and all terms are explained in the contract.

Blocks of Time

Level	Non-Discounted Amount	Discount %	Discounted Amount
A.	\$3,000	5%	\$2,850
B.	\$5,000	10%	\$4,500
C.	\$10,000 and above	15%	\$8,500 and above

**Tax is not included in these rates and will be added to the Discounted Retainer Amount.*

Hourly Service Rates

Discountable Services	Scheduled Service			Emergency Service		
	Mon-Fri 8:30-5PM	Mon-Thr 7-8:30 AM 5-8 PM	Nights>8PM Weekends Holidays	Mon-Fri 8:30-5PM	Mon-Thr 7-8:30 AM 5 - 8 PM	Nights>8PM Weekends Holidays
Desktop Engineering	\$125	\$188	\$250	\$160	\$223	\$290
Network Engineering	\$145	\$218	\$290	\$180	\$253	\$330
Software Development	\$145	\$218	\$290	\$180	\$253	\$330
Advanced Engineering	\$175	\$263	\$350	\$210	\$298	\$390
Phone Support	Rate is based on the Service Type					
Non-Discountable Services						
Consulting and Design	\$175	n/a	n/a	n/a	n/a	n/a
Project Management	\$175	n/a	n/a	n/a	n/a	n/a
Trip Charge (< 30 miles)	\$50	\$50	\$50	\$50	\$50	\$50

**Note: Emergency Service guarantees phone and/or on-site response (as appropriate) within 4 hours.*

BENEFITS

- Retainer funds can be used over any length of time; it will not expire
- Retainer funds can be used for any on-site, depot or phone support services
- Agreement can be cancelled at any time and the unused portion will be 100% refunded.

CONDITIONS

- Non-Discounted Services may be applied against the Block of Time, but will not include the agreement discount percentage.
- On site service; 1 hour minimum, 1/4 hour incremental charge
- Depot service; 1/2 hour minimum, 1/4 hour incremental charge
- Phone support; 1/4 hour minimum, 1/4 hour incremental charge
- Trip charge is added to all service orders. Mileage is based on one-way distance from Nova.
- Retainer must be prepaid to receive the discounted rate



the architecture of business

5701 Sixth Avenue South
 Suite 434
 Seattle, Washington 98108
 (206) 762-5083 Phone
 (206) 762-5141 Fax
 (800) 859-NOVA Toll Free

<http://www.novanw.com>

Block-of-Time Retainer Agreement

Date	01/03/2000	Non Discounted Amount (less tax)	\$5,000.00
Client Name	City Sammamish	Agreement Discount Percentage	10%
Contact	Randy Suko	Discounted Retainer Amount (less tax)	\$4,500.00
Address	486 228th Ave. NE	WA State Sales Tax	\$387.00
City, State, ZIP	Sammamish, WA 98053	Total Retainer Amount Due	\$4,887.00
Phone	425-898-0660	PO#	

This agreement is made between *Nova Networks Inc.* ("NOVA") and "The Client" as listed above. The Client wishes to retain NOVA as an independent contractor for the purpose of performing services for the Client at a discounted cost. This agreement excludes non-service items such as packaged software or hardware. *Please note:* Checkbox(s) appearing below and/or marked as "other" do not apply if left uncompleted):

1 The Client's Procedures of Payment Under this Block of Time Retainer Agreement

- 1.1 In exchange for receiving the *Total Retainer* NOVA agrees to apply the indicated *Agreement Discount Percentage* to its standard (non-discounted) service charges (See Attachment "A"). *Please Note:* Consulting and Design Services, Project Management and Trip charges may be charged against this Agreement, but only at NOVA's non-discounted rates for these services.
 Special Notes/Exception(s) - See attachment(s): Attachment B, if present and executed.
- 1.2 Hourly Service Rates are subject to change. NOVA agrees to provide the Client with not less than thirty (30) days written notice of any changes to its service rate schedule.
- 1.3 The Total Retainer referenced above is being provided to NOVA in the form of a deposit and is intended to provide full and eventual compensation for its performance of services. Provision of this Retainer by the Client is due, in full, upon execution of this Agreement, and no services under this Agreement may be performed until the Client provides and NOVA accepts these funds. NOVA's services will be performed and charged against the Retainer, along with applicable taxes, until the Client's retainer is consumed.
- 1.4 NOVA will provide confirming, informational invoice and balance statements to the Client upon assignment of charges against the Block of Time Retainer Agreement's funds. These statements will summarize any charges abating the Retainer's balance.
- 1.5 Should any disagreement arise with regard to the appropriateness of any charge appearing in NOVA's statement, the Client agrees to notify NOVA in writing of the discrepancy within thirty (30) days of its first appearance in the Client's Block of Time Retainer Agreement statement.

2 Incidental and Itinerant Charges

- 2.1 In the event the Client requires NOVA staff to travel in connection with Services under this Agreement to a location more than 75 miles from NOVA's home office, the Client agrees to reimburse NOVA for travel, travel time, lodging, mileage and other reasonable out-of-pocket expenses. The Client will provide this reimbursement within thirty (30) days of being billed for these charges by NOVA.
- 2.2 If the Client requires NOVA to remain away from NOVA's office for more than twenty-four (24) hours, the Client authorizes NOVA to charge the Block of Time Retainer Agreement in one of two ways:
- 2.2.1 (Standard Charges) NOVA will charge the Retainer for hours worked and/or spent in travel for the Client. The minimum per-diem NOVA charge is twelve (12) hours for any day in which on-site work occurs.
- 2.2.2 Other – See attachment(s)
- 2.3 The Client agrees to pay any invoices provided by NOVA for parts or additional incurred expenses within fifteen days of being invoiced for said expenses. The Client also acknowledges that any overdue amounts shall bear interest to NOVA at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowed by applicable law, whichever is less, until paid in full.
- 2.4 Since state and federal taxes are subject to change and since such changes are beyond NOVA's control, the Client agrees that any additional sales taxes, value added taxes or other governmental duties not foreseen at the time of this Agreement's execution shall be born by the Client.

3 Description of Services

- 3.1 NOVA shall perform the services described in the Attachment(s) which constitute a formal part of this Agreement, or any *Change Authorizations* attached to this agreement upon their dual endorsement by the Client and NOVA pursuant to section 6.1 of this Agreement. NOVA will perform these services in a careful, professional and workmanlike manner. NOVA will determine, at NOVA's sole discretion, whether these services can be best performed on NOVA's premises or at the Client's location or locations.
- 3.2 While working on the Client's premises, NOVA agrees to observe and support the Client's rules and policies relating to maintaining physical security of the Client's premises.

4 NOVA's Pledge of Confidentiality

- 4.1 NOVA recognizes that during its provision of services to the Client, NOVA personnel will or may have access to or otherwise become acquainted with *Proprietary or Confidential Information* belonging to the Client. *Confidential Information* is understood to potentially refer to any and all technical information of the Client, and may include product specifications, data, know-how, formulae, source code, process information, research findings, developments, products, or inventions. It may also include information provided by third parties under the Client's pledge of confidentiality, or other items of business information not known to the general public. *Confidential Information* excludes informational items known to NOVA that predate NOVA's relationship to the Client, or any information provided or obtained prior to initiation of NOVA's obligation to maintain confidentiality.
- 4.2 Since *Confidential Information* may, as maintained, constitute valuable trade secrets of the Client, NOVA will act in good faith to protect the Client's confidentiality of said information, and will avoid discussing, publishing, disclosing or otherwise making available such information to third parties, without the prior written consent of the Client. NOVA may, however, disclose such information to contractors or subcontractors who have been approved by the Client and who have the need to know the information in the performance of their duties for the Client.
- 4.3 NOVA's obligation to handle the Client's confidential information with due care shall continue until such time as the information item(s) in question has become available to the general public other than as a result of action by NOVA, or until the information has properly and legally received by NOVA from a third party or through independent development, and without compromise to NOVA's Agreement with the Client.
- 4.4 NOVA shall only make use of its knowledge of the Client's Confidential Information in connection with NOVA's performance of services to the Client, or in connection with NOVA's agency on behalf of the Client, and for no other purpose, and NOVA shall seek assurance of compliance with this section from any contractor(s) or subcontractor(s) that NOVA might draw into the Client's service.

5 Protection of NOVA's Trade Secrets.

5.1 With regard to specially prepared products, such as customized software products developed by NOVA, the Client agrees to protect from disclosure, dissemination or duplication any trade secrets embodied in NOVA's work. The Client will refrain from providing third parties with any custom program code, procedure or specially prepared documentation, unless said party(s) need such access to perform duties consistent with the Client's rights and intent under this agreement. This particularly applies to protecting such information from disclosure to NOVA's competitors, and the Client will sustain a best effort to ensure that any and all persons afforded access to the application software or documentation protect NOVA's trade secrets against unauthorized use, dissemination, or disclosure.

6 Agreement Changes, Renewal, Initiation, Conclusion, and Termination

- 6.1 This agreement may be enhanced or renewed by attachment of an appropriate *Addendum* that is executed by both parties. Such authorizations shall include an effective date and detailed specification(s) of the change(s) made. Unless otherwise specified in such authorization(s), all other terms and conditions of this agreement shall remain in force upon renewal or enhancement. Execution by Nova Networks of any Addendum will require a signature by the Service Department Manager to be valid.
- 6.2 This agreement will commence on the date it is executed and will continue thereafter in full force and effect unless terminated by one of the methods specified below.
- 6.3 This agreement may be terminated at any time by either party, for any reason or no reason, upon thirty (30) days prior written notice to the other party.
- 6.4 If this Agreement is terminated by either party, the Client shall receive from NOVA within thirty (30) days of termination 100% of any remaining balance of the Client's Retainer, less any outstanding invoices for parts or third-party services.
- 6.5 If termination occurs, NOVA will immediately return and deliver to the Client or Client's designee all software, documents, media or items containing any Confidential Information, and all equipment, tools, identification cards, security passes and other material owned by the Client and provided to NOVA.

7 NOVA's Independent Contractor Status and Notification of Limited Liability

- 7.1 In providing services to the Client, NOVA is and will at all times remain an independent contractor. In accepting this Agreement, the Client agrees in principal and in fact that NOVA has been retained only for the performance of specific services or categories of service. NOVA will not under any circumstances look to the Client as employer or, in the absence of a specific *Letter of Engagement* or other agreement to provide limited agency to the client, represent itself as agent, partner or employee of the Client.
- 7.2 The Client understands that during the term of this Agreement, NOVA intends to perform services for other existing or new clients as business conditions permit, and to make NOVA services available to the general public.
- 7.3 NOVA makes no representations or warranties with respect to its services or any part thereof, and NOVA specifically disclaims any such warranty of merchantability for specific products or services, or of their fitness for serving one or more specific purposes for the Client.
- 7.4 Under no circumstances shall NOVA be liable to the Client or any other person for any special, indirect, incidental or consequential damages, whether arising out of broken warranty, breach of agreement, tort (including negligence), strict product liability, or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen, with the exception of personal injury, and then only in such case(s) where applicable law requires such liability.
- 7.5 Nova Networks provides Year 2000 Compliance (Y2K) services as one of many services offered to our Customers. We are not in the sole business of Year 2000 Compliance testing. Nova Networks defines "Year 2000 Compliance" as the ability of hardware, firmware, and software products to accurately process date data from, into, and beyond the years 1999 and 2001, when used in accordance with the product documentation, provided that all products (e.g. hardware, firmware, software) used in combination with these products, properly exchange date data with it. We warrant that at the time Y2K services are being rendered, any hardware or software we install, upgrade, or replace is Year 2000 Compliant to the best of our knowledge. We rely on third parties, including manufacturers, for information on Y2K compliance, and we have not verified the accuracy of this information. Nova Networks will not be held liable, either directly or indirectly, for misinformation provided to us by third parties.

information. Nova Networks will not be held liable, either directly or indirectly, for misinformation provided to us by third parties.

7.6 The Client acknowledges the limitation of NOVA's liabilities, on whatever basis, to the actual fee received by NOVA for services rendered. The Client also indemnifies NOVA from any and all third party claims resulting from work Nova does for the Client.

8 Other Terms and Conditions

- 8.1 Agreement Communications shall be in writing and shall be deemed given and effective either when delivered personally or by overnight express with proper receipt, or three (3) days after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested. Addressing shall be based upon information from the signature section of this Agreement or by such address correction(s) lawfully advised by the Client.
- 8.2 This Agreement and its attachment(s) constitute the entire agreement between NOVA and the Client, supersedes all prior oral and written negotiations, and clarifies any spoken commitments or understandings. If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision(s) shall be modified to the minimum extent necessary to make them legal, valid and enforceable. Any such modifications shall not affect the legality, validity or enforceability of any remaining Agreement .
- 8.3 This Agreement shall inure to the benefit of the NOVA and be binding upon the Client, its successors and assigns to the extent lawful assignment can occur. It shall be governed, construed and enforced in accordance with the laws of the State of Washington, excluding any demonstrable conflicts of law or rule applicability. No delay or failure by either party to exercise or enforce any right or provision herein shall be considered a waiver of such party's right thereafter to exercise or enforce each and every right and provision. No single waiver may be considered valid unless in writing. Written waiver(s) need not be supported by consideration, but such waiver(s) shall not be construed as a continuing or subsequent waiver unless such status is expressly stated.
- 8.4 This Agreement may be executed in one or more parts with each being considered part of the single resulting document. When construing or interpreting its sections the word "or" shall not be construed as exclusive and the word "including" shall not be limiting. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and ambiguities shall not be interpreted against the drafting party.

9 Contact Persons for Implementation of this Agreement

	<u>Individual Name</u>	<u>Job Title</u>
For NOVA:	<u>Jeff Bronson</u>	<u>Sales Manager</u>
	_____	_____
For Client:	_____	_____
	_____	_____

10 Acceptance of this Agreement

FOR NOVA NETWORKS:

FOR THE CLIENT:

Nova Authorized Signature 01/04/2000
Date

Client's Authorized Signature Date

Jeff Bronson, Sales Manager
NOVA Authorizer's Printed Name (& Title)

Client Authorizer's Printed Name (& Title)

Attachment A – BLOCK OF TIME RETAINER PROGRAM

Blocks of Time

Level	Non-Discounted Amount	Discount %	Discounted Amount
A.	\$3,000	5%	\$2,850
B.	\$5,000	10%	\$4,500
C.	\$10,000 and above	15%	\$8,500 and above

*Tax is not included in these rates and will be added to the Discounted Retainer Amount.

Hourly Service Rates

Discountable Services	Scheduled Service			Emergency Service		
	Mon-Fri 8:30-5PM	Mon-Thr 7-8:30 AM 5-8 PM	Nights>8PM Weekends Holidays	Mon-Fri 8:30-5PM	Mon-Thr 7-8:30 AM 5 - 8 PM	Nights>8PM Weekends Holidays
Desktop Engineering	\$125	\$188	\$250	\$160	\$223	\$290
Network Engineering	\$145	\$218	\$290	\$180	\$253	\$330
Software Development	\$145	\$218	\$290	\$180	\$253	\$330
Advanced Engineering	\$175	\$263	\$350	\$210	\$298	\$390
Phone Support	Rate is based on the Service Type					
Non-Discountable Services						

Consulting and Design	\$175	n/a	n/a	n/a	n/a	n/a
Project Management	\$175	n/a	n/a	n/a	n/a	n/a
Trip Charge (< 30 miles)	\$50	\$50	\$50	\$50	\$50	\$50

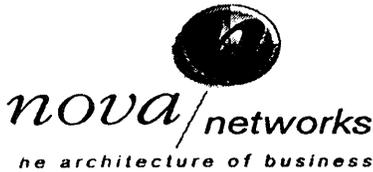
*Note: Emergency Service guarantees phone and/or on-site response (as appropriate) within 4 hours.

BENEFITS

- Retainer funds can be used over any length of time; it will not expire
- Retainer funds can be used for any on-site, depot or phone support services
- Agreement can be cancelled at any time and the unused portion will be 100% refunded.

CONDITIONS

- Non-Discounted Services may be applied against the Block of Time , but will not include the agreement discount percentage.
- On site service; 1 hour minimum, 1/4 hour incremental charge
- Depot service; 1/2 hour minimum, 1/4 hour incremental charge
- Phone support; 1/4 hour minimum, 1/4 hour incremental charge
- Trip charge is added to all service orders. Mileage is based on one-way distance from Nova.
- Retainer must be prepaid to receive the discounted rate



5701 6th Ave. So. #434
Seattle, WA. 98108

206/ 762-5083 x108
fax: 206/ 762-5141
http://www.novanw.com

Computer Equipment Proposal For:

CITY OF SAMMAMISH

ATTN: Randy Suko

Phone: 425-898-0660 Fax: 425-898-0669

12/09/99

Submitted by: Jeff Bronson

jeffb@novanw.com

SmartNet Maintenance

QTY	MFG	DESCRIPTION	EACH	EXT	TO
1	Cisco	SmartNet Maintenance 24X7X4 for RTR 2611	\$737.97	\$737.97	
1	Cisco	SmartNet Maintenance 24X7X4 for RTR 2621	\$737.97	\$737.97	
					\$1,475.

Grand Total:

\$1,475

WARRANTY:

All items purchased from Nova Networks carry the manufacture's standard warranty. Service Contracts purchased with longer coverage or other terms and conditions may supercede the manufacturer's warranty.

TERMS & CONDITIONS:

Unless otherwise stated, quoted labor does not include coordination with third party service providers or vendors. A 50% deposit is required to process order; whether purchased C.O.D., on terms, or leased. All items are sold C.O.D. or under approved credit terms. A restocking fee may be applied for all returnable items. Prices shown reflect a 3% cash discount. Leasing options are available. Tax and travel expenses will be added to invoice. Installation quote assumes normal 9-5 F business hours; overtime is additional. All sales are F.O.B. shipper unless otherwise stated. Standard delivery time is 7-10 working days. This is only an offer and subject to change if errors of omission or miscalculation have occurred. This bid is valid for ten days after submission date above and is subject to availability and pricing to Nova Networks.

Ordering Information

By signing below, I authorize Nova Networks, to purchase the equipment listed above at the prices shown.

Name: _____

PO: _____

Signature: _____

Date: _____

REQUEST FOR COUNCIL ACTION

Agenda Bill No. O2000-47

DATE ACTION IS REQUESTED: Jan. 12, 2000	TITLE: Ordinance Amending Ordinance No. O99-18 Relating to Hours of Operation of City Offices	TYPE OF ACTION: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Other
APPROVED FOR COUNCIL PACKET: <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> Dept. Head	ATTACHMENTS: Ordinance O2000-47	

SUBMITTED BY: City Manager

RECOMMENDATION: Adopt Ordinance O2000-47

DISCUSSION: During the Jan. 5, 2000 Council Study Session, Council and City Manager discussed hours that City Hall offices should be open. Since most cities within the state have office hours beginning at 8:00 a.m. or 8:30 a.m., it was determined that Sammamish should change its hours of operation to more consistent with other cities. This ordinance proposes that City office hours will now be from 8:30 a.m. to 5:00 p.m.

ALTERNATIVES: a) Office hours remain as presently established from 9:00 a.m. to 5:00 p.m.;
b) Change office hours to 8:00 a.m. to 5:00 p.m.

FISCAL IMPACT: None

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. 0200-47

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING ORDINANCE NO. 099-18
RELATING TO HOURS OF OPERATION OF CITY
OFFICES**

WHEREAS, RCW 35A.21.070 provides that all code cities shall prescribe the days and hours of operation of City offices for the transaction of business; and

WHEREAS, Ordinance No. 099-18 set the hours of operation for City offices from 9:00 a.m. to 5:00 p.m.; and

WHEREAS, the City desires to amend Ordinance No. 099-18 to provide that City offices will open at 8:30 a.m.;

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

Section 1. Hours of Operation - Amendment. Section 1 of Ordinance No. 099-18 is hereby amended to read as follows:

The hours of operation of city offices will be from 8:30 a.m. through 5:00 p.m., Monday through Friday; provided that the City Manager may alter the hours of operation of City offices on a temporary basis, as the City Manager deems necessary for the efficient operation of the City.

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 on February 1, 2000.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF JANUARY, 2000.**

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R2000-37

DATE ACTION IS REQUESTED: Jan. 12, 2000	TITLE: Resolution Relating to the Date, Time, and Location of Council Study Sessions	TYPE OF ACTION: _____ Ordinance <u> X </u> Resolution _____ Motion _____ Other
APPROVED FOR COUNCIL PACKET: <u> X </u> City Manager _____ Dept. Head	ATTACHMENTS: Resolution R2000-37	

SUBMITTED BY: City Manager

RECOMMENDATION: Adopt Resolution R2000-37

DISCUSSION: During the Jan. 5, 2000 Council Study Session, a review of Council meeting times was reviewed and it was determined that Study Sessions should begin at 6:30 p.m. In order to allow for City participation in the Suburban Cities Association meetings each month, the Council also agreed that regular Council and Study Session meeting nights would be changed. This resolution provides for Study Sessions to be held on the second and fourth Wednesdays of each month.

ALTERNATIVES: Continue with the present Study Session schedule.

FISCAL IMPACT: None

**CITY OF SAMMAMISH
WASHINGTON**

RESOLUTION NO. *R2000-37*

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING RESOLUTION NO. R99-13
RELATING TO THE DATE, TIME, AND LOCATION OF
CITY COUNCIL STUDY SESSIONS**

WHEREAS, the City Council of the City of Sammamish desires to amend Resolution No. R99-13 to change the meeting date and location of City Council study sessions, effective February 1, 2000;

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

Section 1. City Council Study Session Meeting Date, Time, and Location Amended.
Section 1 of Resolution No. R99-13 is hereby amended to read as follows:

City Council study session meetings shall occur as follows:

- Date: 2nd and 4th Wednesday of each month;
- Time: 6:30 p.m.; and
- Location: Sammamish City Hall, 486 228th Avenue NE, Sammamish

Section 2. Effective Date. This Resolution shall take effect on February 1, 2000.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF JANUARY, 2000.

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

Ruth Muller, Interim City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R2000-36

DATE ACTION IS REQUESTED: Jan. 12, 2000	TITLE: Resolution Relating to the Date, Time and Location of Council Meetings	TYPE OF ACTION: _____ Ordinance
APPROVED FOR COUNCIL PACKET: ___X___ City Manager _____ Dept. Head	ATTACHMENTS: Resolution R2000-36	___X___ Resolution _____ Motion _____ Other

SUBMITTED BY: City Manager

RECOMMENDATION: Adopt Resolution R2000-36

DISCUSSION: During the Jan. 5, 2000 Council Study Session, Council and City Manager reviewed Council meeting times and dates. In order to allow for City participation in the Suburban Cities Association meetings each month, the Council agreed that regular Council meeting nights would be changed to the first and third Wednesdays of each month. The regular meetings will continue to be at 7:30 p.m. since the Council wishes to continue to provide opportunity for community attendance at these meetings at a reasonable time.

ALTERNATIVES: Continue with the present meeting schedule

FISCAL IMPACT: None

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2000-36**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING RESOLUTION NO. R99-01
RELATING TO THE DATE, TIME AND LOCATION OF
CITY COUNCIL MEETINGS**

WHEREAS, the City Council of the City of Sammamish desires to amend Resolution No. R99-01 to change the regular date and location of City Council Meetings, effective February 1, 2000;

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

Section 1. City Council Meetings. Resolution No. R99-01 is hereby amended to provide the following date, time, and location of Sammamish City Council Meetings:

City Council Meetings shall occur as follows:

- Date: 1st and 3rd Wednesday of each month;
- Time: 7:30 p.m.;
- Location: Sammamish City Hall, 486 228th Avenue NE, Sammamish, Washington

Section 2. Effective Date. This Resolution shall take effect on February 1, 2000.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2000.

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

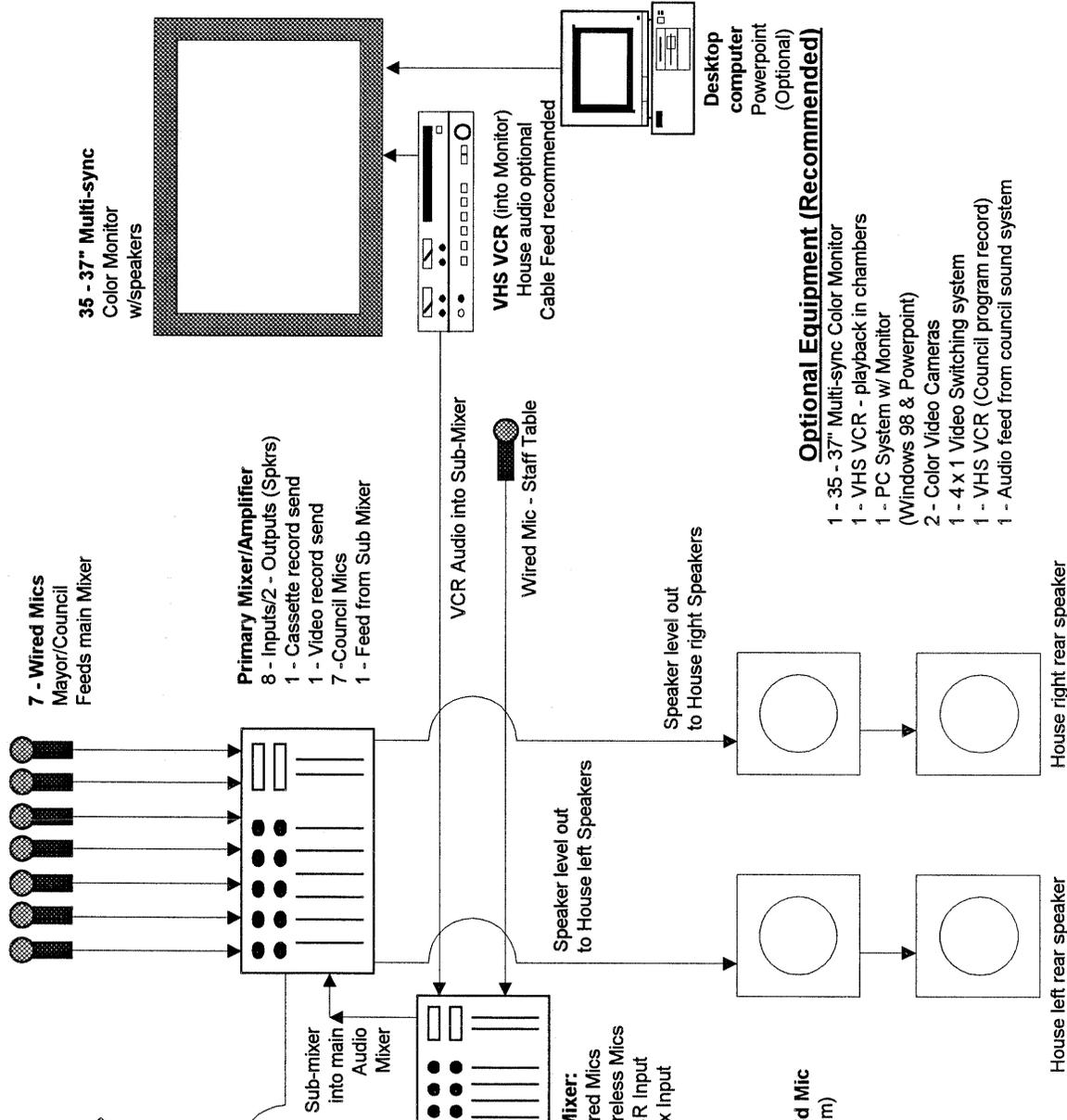
Ruth Muller, Interim City Clerk

11/23/99 Prepared by Steven Baker
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NOT TO SCALE! For planning and budgeting purposes ONLY

Equipment List:

- 1 - 8 x 2 Powered Mixer (main)
- 1 - 6 x 1 Mixer (sub-mixer)
- 1 - Dual well auto reverse Cassette recorder
- 9 - Gooseneck Mics
- 1 - Wireless Handheld mic kit
- 1 - Wired Mic on desk stand
- 4 - 8" Full-range speakers
- 4 - Speaker grills
- 1 - Lot assorted patch cables
- Mic Cable Runs - 2 conductor, shielded, 3 pin XLR connectors
- Speaker Runs - 2 conductor, appropriate gauge for length of runs



Note: both mixers, Cassette recorder, and wireless receiver are to be installed at house left/dais right corner, under the counter (existing). Video equipment, if installed, would be house right/dais left on the common wall shared with the police station

Optional Equipment (Recommended)

- 1 - 35 - 37" Multi-sync Color Monitor
- 1 - VHS VCR - playback in chambers
- 1 - PC System w/ Monitor (Windows 98 & Powerpoint)
- 2 - Color Video Cameras
- 1 - 4 x 1 Video Switching system
- 1 - VHS VCR (Council program record)
- 1 - Audio feed from council sound system

Note: All speakers flush mounted in suspended ceiling

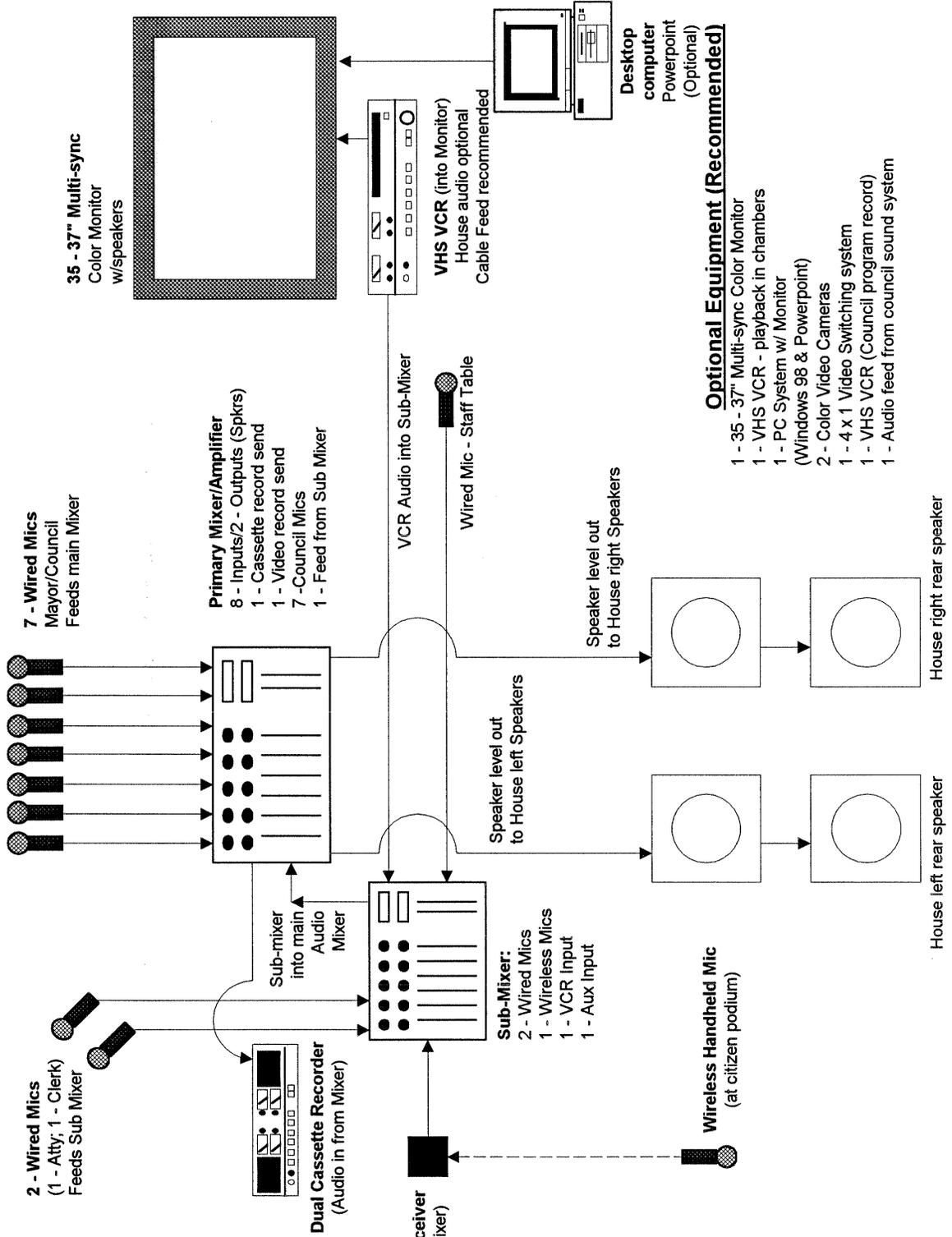
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Equipment List:

- 1 - 8 x 2 Powered Mixer (main)
- 1 - 6 x 1 Mixer (sub-mixer)
- 1 - Dual well auto reverse Cassette recorder
- 9 - Gooseneck Mics
- 1 - Wireless Handheld mic kit
- 1 - Wired Mic on desk stand
- 4 - 8" Full-range speakers
- 4 - Speaker grills
- 1 - Lot assorted patch cables
- Mic Cable Runs - 2 conductor, shielded, 3 pin XLR connectors
- Speaker Runs - 2 conductor, appropriate gauge for length of runs



Note: both mixers, Cassette recorder, and wireless receiver are to be installed at house left/dais right corner, under the counter (existing). Video equipment, if installed, would be house right/dais left on the common wall shared with the police station

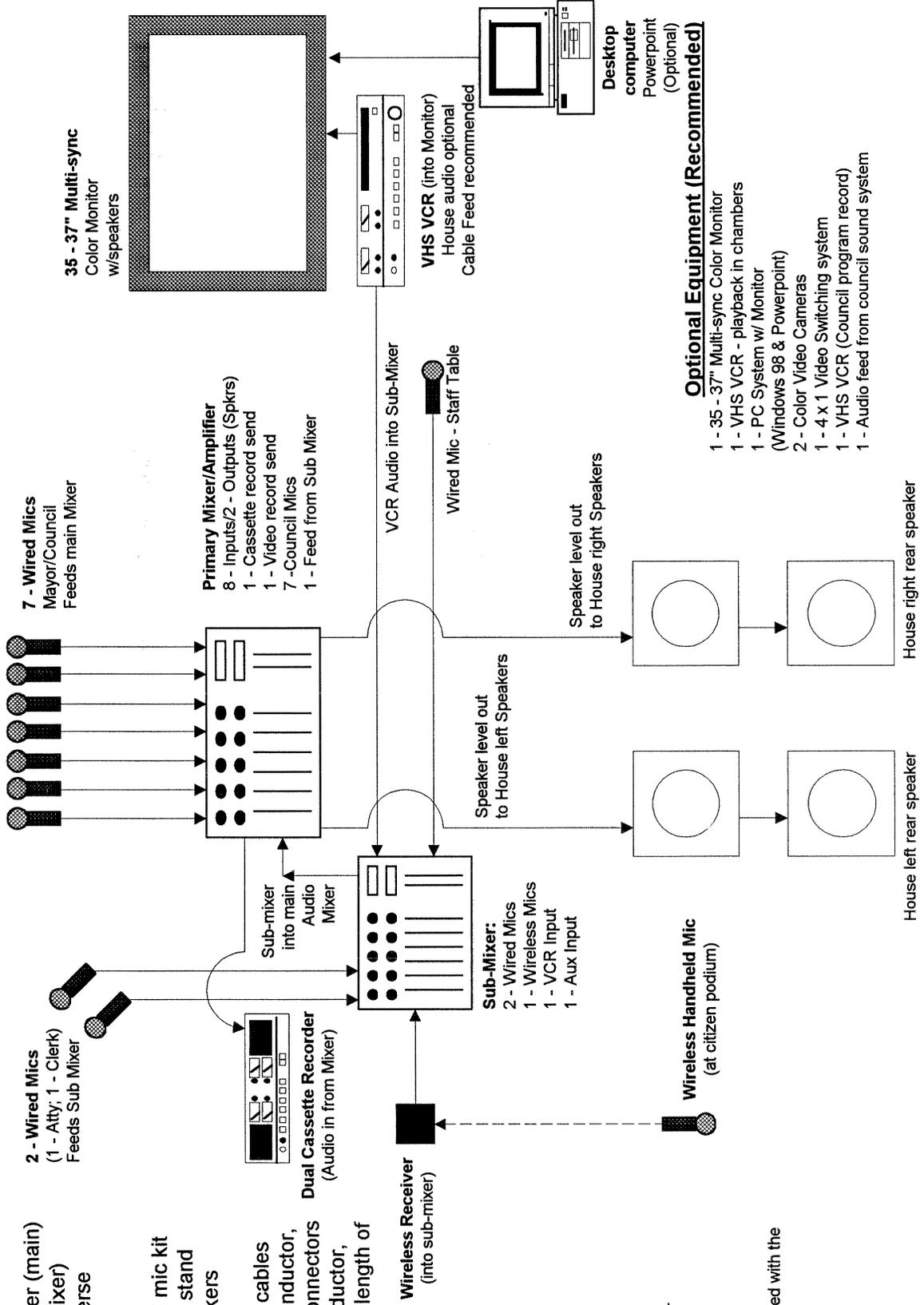
Optional Equipment (Recommended)

- 1 - 35 - 37" Multi-sync Color Monitor
- 1 - VHS VCR - playback in chambers
- 1 - PC System w/ Monitor (Windows 98 & Powerpoint)
- 2 - Color Video Cameras
- 1 - 4 x 1 Video Switching system
- 1 - VHS VCR (Council program record)
- 1 - Audio feed from council sound system

Note: All speakers flush mounted in suspended ceiling

Equipment List:

- 1 - 8 x 2 Powered Mixer (main)
- 1 - 6 x 1 Mixer (sub-mixer)
- 1 - Dual well auto reverse Cassette recorder
- 9 - Gooseneck Mics
- 1 - Wireless Handheld mic kit
- 1 - Wired Mic on desk stand
- 4 - 8" Full-range speakers
- 4 - Speaker grills
- 1 - Lot assorted patch cables
- Mic Cable Runs - 2 conductor, shielded, 3 pin XLR connectors
- Speaker Runs - 2 conductor, appropriate gauge for length of runs



Optional Equipment (Recommended)

- 1 - 35 - 37" Multi-sync Color Monitor
- 1 - VHS VCR - playback in chambers
- 1 - PC System w/ Monitor (Windows 98 & Powerpoint)
- 2 - Color Video Cameras
- 1 - 4 x 1 Video Switching system
- 1 - VHS VCR (Council program record)
- 1 - Audio feed from council sound system

Note: All speakers flush mounted in suspended ceiling

Sammamish City Hall - Council Chambers

Existing Audio Schematic and Plan (With Minimum additions for Public Address)

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Existing Equipment List:

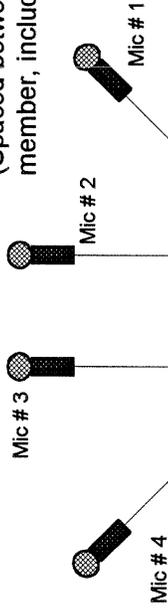
- 1 - Lanier Advocate 4 Channel cassette recording system
- 4 - OmniDirectional Mics
- 4 - Mic Desk Stands W/Mic Clips
- 4 - 20' Mic Cables

MINIMUM Required Equipment:

- 2 - Directional Mics
- 1 - Mic Desk Stand W/Mic Clip
- 1 - 18" Gooseneck W/Mic Clip
- 1 - 100 watt Power Amplifier
- 4 - 8" Full-range speakers
- 4 - Speaker grills
- 1 - Lot assorted patch cables
- Mic Cable Runs - 2 conductor, shielded, 3 pin XLR connectors (10 total runs)
- Speaker Runs - 2 conductor, appropriate gauge for length of runs from power amplifier up the wall and across the ceiling to speaker positions

4 - Wired Microphones on desk stands

(Spaced between every other council member, including the Mayor)



Note: We DO NOT recommend using OmniDirectional Microphones for Public Address applications such as being considered here!

Lanier Advocate - 4 Channel Recorder

4 - Balanced, Lo-Z Microphone inputs

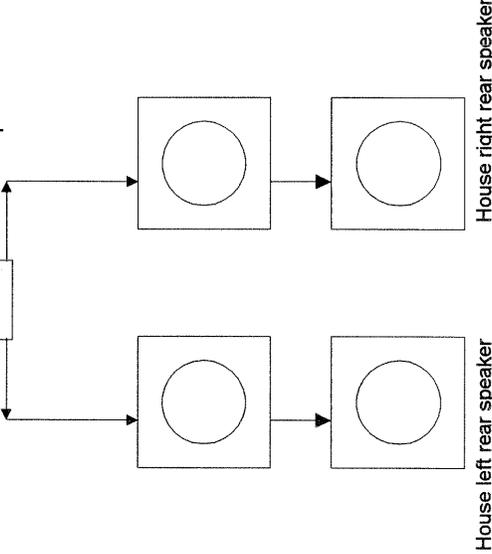
Channel Input Assignments:

- Channel 1: Council Mics #'s 1 & 2
- Channel 2: Council Mics #'s 3 & 4
- Channel 3: Staff table Mic (# 5, New) plus 1 open input
- Channel 4: Guest Podium Mic (#6, New) plus 1 open input

Wired Mic #6 - Guest Podium (Must be Directional pattern!)

Wired Mic #5 - Staff Table - City Attorney & City Clerk (Must be Directional pattern!)

"PA System" out from Lanier recorder feeds Power Amp & City Clerk (Must be Directional pattern!)



Note: Lanier Recorder, and the power amp, are to be installed at house left/dais right corner, under the counter (existing). All Mic cables are to have the Male end terminate at the same location, with 4' to 6' of extra cable at that location.
 Video equipment, if installed, would be house right/dais left on the common wall shared with the police station.

Optional Equipment (Strongly Recommended)

- 1 - 35 - 37" Multi-sync Color Monitor
- 1 - 16input/4 output audio mixer
- 1 - VHS VCR - playback in chambers
- 1 - PC System w/ Monitor (Windows 98 & Powerpoint 2000 installed)
- 2 - Color Video Cameras
- 1 - 4 x 1 Video Switching system
- 1 - VHS VCR (Council program record)
- 1 - Audio feed from council sound system
- 1 - Lot additional audio, video, and computer cables

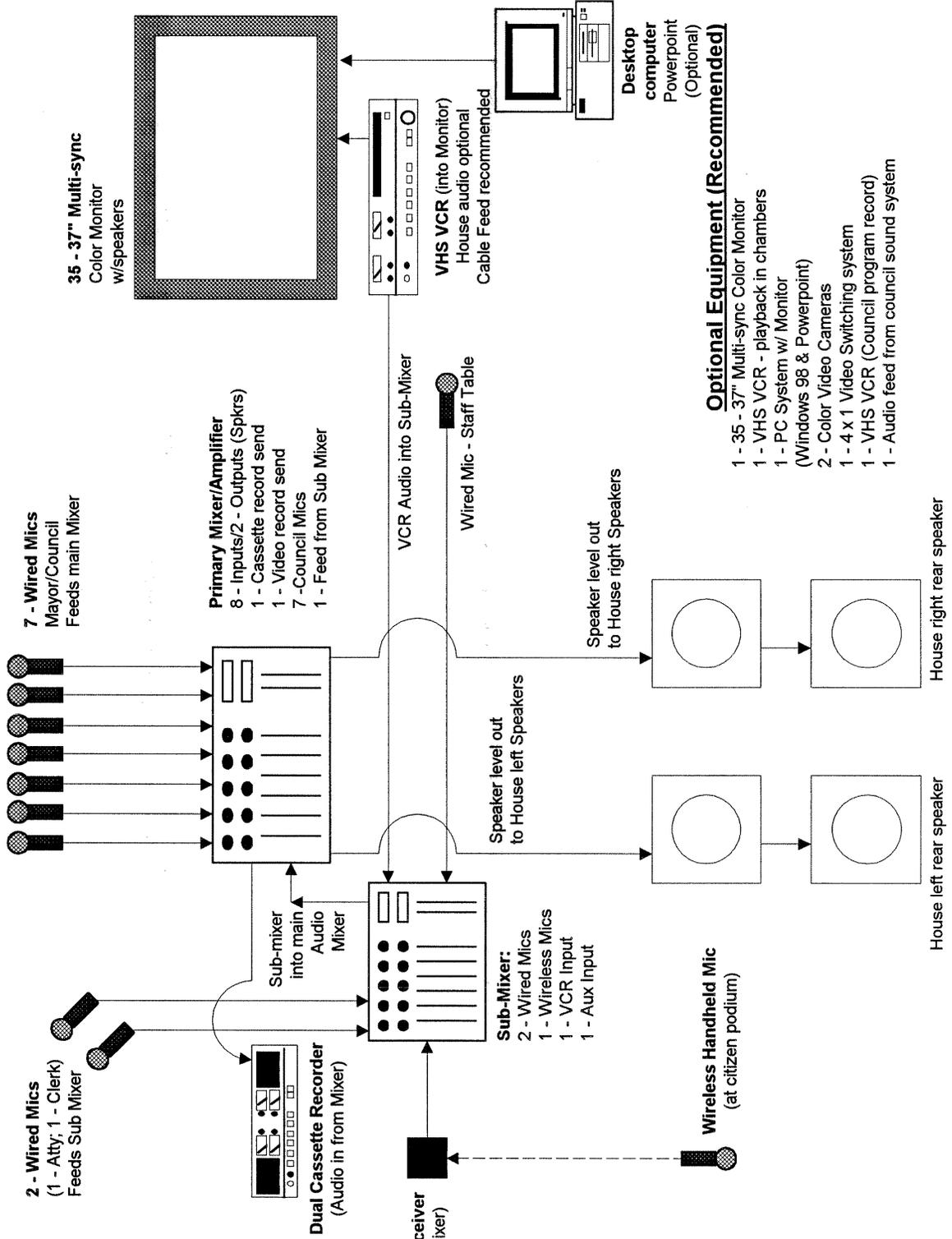
Note: All speakers flush mounted in suspended ceiling

*Submitted at
 Jan 19, 2000
 Council Meeting*

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Equipment List:

- 1 - 8 x 2 Powered Mixer (main)
- 1 - 6 x 1 Mixer (sub-mixer)
- 1 - Dual well auto reverse Cassette recorder
- 9 - Gooseneck Mics
- 1 - Wireless Handheld mic kit
- 1 - Wired Mic on desk stand
- 4 - 8" Full-range speakers
- 4 - Speaker grills
- 1 - Lot assorted patch cables
- Mic Cable Runs - 2 conductor, shielded, 3 pin XLR connectors
- Speaker Runs - 2 conductor, appropriate gauge for length of runs



Optional Equipment (Recommended)

- 1 - 35 - 37" Multi-sync Color Monitor
- 1 - VHS VCR - playback in chambers
- 1 - PC System w/ Monitor (Windows 98 & Powerpoint)
- 2 - Color Video Cameras
- 1 - 4 x 1 Video Switching system
- 1 - VHS VCR (Council program record)
- 1 - Audio feed from council sound system

Note: both mixers, Cassette recorder, and wireless receiver are to be installed at house left/dais right corner, under the counter (existing). Video equipment, if installed, would be house right/dais left on the common wall shared with the police station

Note: All speakers flush mounted in suspended ceiling

COUNCIL ROLL CALL

DATE: Jan. 12, 2000

<u>NAME</u>	<u>PRESENT</u>	<u>EXCUSED</u>	<u>ABSENT</u>
MAYOR Phil Dyer	<u>✓</u>	<u> </u>	<u> </u>
Deputy Mayor Jack Barry	<u>✓</u>	<u> </u>	<u> </u>
Don Gerend	<u>✓</u>	<u> </u>	<u> </u>
Ron Haworth	<u>✓</u>	<u> </u>	<u> </u>
Kathleen Huckabay	<u>✓</u>	<u> </u>	<u> </u>
Kenneth Kilroy	<u>✓</u>	<u> </u>	<u> </u>
Troy Romero	<u>✓</u>	<u> </u>	<u> </u>

CITY COUNCIL VOICE VOTE

DATE: *Jan. 12, 2000*

Item	Gerend	Haworth	Huckabay	Kilroy	Romero	Barry	Dyer
<i>R2000-35</i>	<i>aye</i>						
<i>C2000-41</i>	<i>aye</i>						
<i>Contract-Club</i>	<i>aye</i>						
<i>C2000-42</i>	<i>aye</i>						
<i>R2000-36</i>	<i>aye</i>						
<i>R2000-37</i>	<i>aye</i>						

CITY COUNCIL VOICE VOTE

DATE Jan 13, 2000

Item	Gerend	Haworth	Huckabay	Kilroy	Romero	Barry	Dyer
02000-47	aye	aye	aye	aye	aye	aye	aye
Consent Calendar	aye	aye	aye	aye	aye	aye	aye
ETP Appointment	aye	aye	aye	aye	aye	aye	aye

