

**CITY OF SAMMAMISH  
CITY COUNCIL AGENDA  
REGULAR MEETING  
APRIL 5, 2000**

**Wednesday, April 5, 2000, 7:30 p.m., 486 228<sup>th</sup> Ave. N.E., City Hall Chambers**

**CALL TO ORDER**

**ROLL CALL/PLEDGE**

**INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS**

- 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 March 30, 2000 in amount of \$134,285.29.**
  - b) **Payroll for period March 1-15, 2000 in amount of \$35,724.56.**
  - c) **Minutes of Public Hearing February 9, 2000**
  - d) **Joy Luck Subdivision Plat Approval**
  - e) **Proclamation "Friends of the Library Week"**
- 4. New Business**
  - a) **Boys and Girls Club Presentation --Tim Blaylock, Executive Director and Loren Stayboldt, President of Sammamish Club**
  - b) **C2000-44: Financial Software Contract, Springbrook**
  - c) **Resolution No. R2000-42: City of Sammamish Investment Policy**
  - d) **Resolution No. R2000-43: City of Sammamish Personnel Policies**
  - e) **Resolution No. R2000-44: City of Sammamish Newsletter Policy**
- 5. Council and Committee Reports**



6. **City Manager and Staff Reports**
8. **Public Comments**
9. **Hearing on Appeal of Hearing Examiner Decision, Crosswater Plat – Continued from March 29, 2000**
  - a) **Staff orientation to the project**
  - b) **Appellant No. 1 Greg Allan presentation**
  - c) **Appellant No. 2 J. Richard Aramburu, Attorney, presentation**
  - d) **Response to Appeals, Alison Moss, Attorney for Project Applicant**
  - e) **Questions from City Council**
  - f) **Council Decision**
  - g) **Close Appeal Hearing**
10. **Adjourn**

*Executive Session - Legal*



**APRIL 2000**  
**SAMMAMISH CITY COUNCIL CALENDAR**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5 5:30 pm Finance Comm./City Hall 7:30pm City Council Mtg./City Hall	6	7	8
9	10	11 6:00 pm Comm. Develop. Comm. Mtg./City Hall	12 6:30PM Council Study Session/City Hall	13 5:30 p.m. Public Safety Comm. Mtg./City Hall	14	15
16	17 6:30 pm Parks & Rec Commission City Hall	18	19 5:00 pm Pub Wks Comm/City Hall 7:30pm City Council Mtg./City Hall	20 6:00pm Issaquah Samm. Joint Mtg Tibbetts Manor	21	22
23/30	24	25	26 6:30pm Council Study Session/City Hall	27	28	29



**MA 000  
SAMMAMISH CITY COUNCIL CALENDAR**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3 5:30 pm Finance Comm Mtg/City Hall 7:30pm City Council Mtg./City Hall	4	5	6
7	8	9 6:00 pm Comm. Develop Comm Mtg/City Hall	10 6:30pm Council Study Session/City Hall	11	12	13
14	15 6:30 pm Parks & Rec Commission City Hall	16 7:00 pm Hearing Exam/Llama Landing MDNS City Hall (cont. to 5/17 10 am to 5 pm)	17 5:00 pm Pub Wks Comm/City Hall 7:30PM City Council Mtg./City Hall	18 10 am to 5 pm Hearing Exam/Llama Landing, City Hall	19 10 am to 5 pm Hearing Exam/Llama Landing, City Hall	20
21	22	23	24 (time/location ?) Joint Redmond Sammamish Council Mtg	25	26	27
28	29 HOLIDAY	30	31			



**JUN. 000**  
**SAMMAMISH CITY COUNCIL CALENDAR**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7 5:30 pm Finance Comm Mtg/City Hall 7:30PpmCity Council Mtg./City Hall	8	9	10
11	12	13 6:00 pm Comm. Develop Comm Mtg/City Hall	14	15	16	17
18	19 6:30 pm Parks & Rec Commission City Hall	20	21 5:00 pm Pub Wks Comm/City Hall 7:30pm City Council Mtg./City Hall	22	23	24
25	26	27	28 6:30pm Council Study Session/City Hall	29	30	



**Revised 03/30/00**

DEPT.	AGENDA ITEM	COUNCIL COMMITTEE	DUE DATE		
			COUNCIL STUDY SESSION	SPECIAL COUNCIL MEETING	REGULAR COUNCIL MEETING

AD	Personnel Policies	Finance	3/29/00		4/5/00
AD	Newsletter Policy	Finance	3/29/00		4/5/00
AD	Friends of Library Week Proclamation				4/5/00
AD	Boys and Girls Club Presentation				4/5/00
AD	Resolution calling for annexation to King County Library System				
AD	Fire Services – Contract/Annex?	Public Safety			
AD	Financial Software	Finance			4/5/00
AD					



Revised 03/30/00

DEPT.	AGENDA ITEM	COUNCIL COMMITTEE	DUE DATE		
			COUNCIL STUDY SESSION	SPECIAL COUNCIL MEETING	REGULAR COUNCIL MEETING

CD	Moratorium Exemption for owner-occupied Property - shortplats	Comm. Develop. 4-11-00			
CD	Planning Area Boundary At PAA Studies	Comm. Develop. 4-11-00			
CD	Vision Statement	Comm. Develop 4/11/00	3/22/00		
CD	Wesley Cove	Comm. Develop 4-11-00			
CD	Joy Luck Subdivision				4/5/00
CD	Crosswater Appeal - Closed Record Hearing			3/29/00	4/5/00
CD	East Lake Sammamish Trail Interlocal	Comm. Develop			
CD	Land Use Appeals Amendment	Comm. Develop 5-9			
CD	Public Benefit Rating System (PBRs) Hearing Condrin	Comm. Develop 4/11/00	4/12/00		5/17/00 /6
CD	Land Use Element	Comm. Develop	4/12/00		
CD	Comprehensive Plan Policies	Comm. Develop			
CD	Equestrian Overlay	Comm. Develop 4-11			





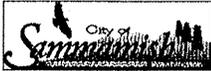












CITY OF SAMMAMISH  
704 228TH AVENUE N. E. - PMB 491  
SAMMAMISH, WASHINGTON 98053

CHECK REGISTER

DATE: APRIL 5TH, 2000

CHECK NUMBER	Purchase Order No.	VENDOR	DESCRIPTION	CHECK DATE	AMOUNT
1699	2425	Lockworks	25 Keys for City Hall Front Door	3/10/00	\$149.33
1701		Bank of America	Office Supplies	3/15/00	\$84.73
1702		Pacific Bicycle Company	2 Police Department Bicycles	3/21/00	\$2,446.43
1703		Gregg Dohrn	Council Retreat Facilitator	3/21/00	\$300.00
1707	2451/2433	Regency Realty Corp.	City Hall Lease/Roto Rooter Reimbursement	3/28/00	\$14,094.03
1708		Gail Davila	Reimburse Office Supplies	4/5/00	\$21.52
1709		Kathleen Huckabay	Puget Sound Regional Council Luncheon Reimburse	4/5/00	\$30.00
1710	2447	Shurgard Storage	Monthly Storage Fee	4/5/00	\$99.00
1712	Various	Corporate Express	Office Supplies	4/5/00	\$1,702.56
1713	2513	State of Wa Dept of Licensing	License Renewal - Dick Thiel Civil Engineer	4/5/00	\$100.00
1714	2299	PERF Publications	"Crime In Schools" Publication	4/5/00	\$55.40
1715	2431	Parrish Communications Cabling	Relocate Network Cables In City Hall	4/5/00	\$588.61
1716	2441	Earthlink (Mindspring)	Internet Access 2/28 - 3/27/00	4/5/00	\$28.95
1717	2438	Nova Networks	Software for Network Router	4/5/00	\$1,042.80
1718	2517/2605	Dell Computers	3 Computer Systems	4/5/00	\$5,522.37
1719	2430	Professional Office Interiors	Bookcase - Building Dept	4/5/00	\$494.13
1720	2617	Edaw	EIS #500 - Laurelwood Project	4/5/00	\$6,000.00
1721	2446	Arrow Graphics	Signs & Installation	4/5/00	\$2,454.80
1722	2611	Federal Express	Shipping Charges	4/5/00	\$283.98
1723	2439	IOS Capital	Copy Machine Rental	4/5/00	\$594.71
1724	2434	Rabanco Connections	Recycling Services	4/5/00	\$22.68
1725	2440	Paper Express	Paper Towels/Toilet tissue	4/5/00	\$116.20
1726	2437	Puget Sound Energy	Electric Bill - City Hall/Police Dept	4/5/00	\$476.05
1727	2436	GTE	Monthly Phone Bill	4/5/00	\$933.60
1728	2443	Franco typ-Postalla, Inc.	Postal Meter Rental	4/5/00	\$612.50
1729	2444	Crystal Springs	Water Delivery & Water Cooler Rental	4/5/00	\$153.37
1730	2448/2522	Waldron Resources	Interim Staff - Asst City Mgr/Engineer	4/5/00	\$3,791.90
1731	2618	Brown Bear Car Wash	Car Wash Ticket Booklet for City Vehicles	4/5/00	\$71.51
1732	2405	PC Mail	Powerpoint Upgrade	4/5/00	\$274.24
1733	2519/2525	Washington State Dept of Treasurer	Bldg Code Council Account 1/1 - 2/29/00	4/5/00	\$216.00
1734	2514	ADP	Payroll Processing Charges 3/15/00	4/5/00	\$121.16
1735	2518	MRSC Publication	Directories of Wa Cities & Towns (10)	4/5/00	\$200.00
1736	2520	Wa Finance Officers Assoc	Membership Fee	4/5/00	\$100.00
1737	2524	Waldron Resources	1999 Pay Adjustment	4/5/00	\$278.00
1738		Dick Thiel	Reimbursement for CD Drive	4/5/00	\$358.36
1739	2458	Waldron Resources	Interim Staff - Asst City Mgr/Finders Fee Proj Planner	4/5/00	\$6,334.50
1740	2457	Lockworks	Code Key	4/5/00	\$10.86
1741	2619	Hammond, Collier & Wade	Maps & City Boundries	4/5/00	\$1,602.60
1742	2428	Bogdan's Janitorial	Janitorial Services March, 2000	4/5/00	\$712.00
1743	Various	Mail Post	Office Supplies/Copies & Postage	4/5/00	\$2,179.41
1744	2710	Kenyon Dornay Marshall, Inc	Attorney Services	4/5/00	\$8,987.26
1745	2435	King County Journal	Legal Notices/Publications	4/5/00	\$715.70
1746	2460	Ruth Muller	Contract Services - City Clerk	4/5/00	\$3,333.00
1747	2708	Gordon Crandall	Hearing Examiner Services	4/5/00	\$2,109.23
1748	2615	Kathy Pugh	Pre-Hearing Conference	4/5/00	\$130.00
1749	2712	The Seattle Times	Newspaper Subscription	4/5/00	\$35.10
1750	2432	Daily Journal of Commerce	Legal Notices/Publications	4/5/00	\$115.50
1751	Various	Bank of America	City Council Retreat/Digital Camera/Office Supplies/Fuel	4/5/00	\$1,364.31
1752	2428	Michael Wilson	Reimburse for Laptop Computers	4/5/00	\$10,496.31
1753	2449	Assoc of Wa Cities	City Leg. Action Conference	4/5/00	\$80.00
1754	2442	Nesbitt Planning & Mgmt	Consulting Water & Sewer Dist Assumption	4/5/00	\$10,250.00
1755	2612	Berryman & Henigar	Plan Reviews	4/5/00	\$12,555.21
1756		Wa Assoc of Sheriffs & Police Chiefs	Conference Registration	4/5/00	\$180.00
1757	2459	Air Touch Cellular	Monthly Cell Charges	4/5/00	\$16.53
1758		Lake Washington School District	School Impact Fees Collected	4/5/00	\$20,473.00
1759		Issaquah School District	School Impact Fees Collected	4/5/00	\$8,735.00
1760		Gail Davila	Reimbursement for Office Supplies	4/5/00	\$50.85

TOTAL

\$134,285.29

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

*Bu Teis*

DATE

3/31/00



**City of Sammamish  
City Council Minutes  
Public Hearing Minutes  
February 9, 2000**

Mayor Jack Barry opened the meeting of the Sammamish City Council at 6:40 p.m.

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

**Councilmember excused:** Councilmember Ron Haworth

**Staff present:** City Manager Michael Wilson, City Attorney Bruce Disend, Community Development Director Kelly Robinson, Special Projects Planner Matt Mathes, and Acting City Clerk Ruth Muller

**Roll Call/Pledge**

Roll was called and Councilmember Dyer led the pledge.

**Public Hearing**

Councilmember Dyer moved to open the public hearing on the proposed extension of the land use moratorium. Councilmember Kilroy seconded the motion. The motion carried unanimously.

Community Development Director Robinson reviewed the status of the moratorium, the proposed added exemption for property owners who applied prior to August 25, 1999 for a water right permit and such permit may expire during the term of this moratorium, and provided a status report on permits that were in the pipeline at the time of the City's incorporation. This public hearing is an opportunity for citizen input on the proposed moratorium extension prior to City Council action at the February 16, 2000 regular meeting. Questions from the audience were addressed to Director Robinson on information included in the pipeline status report, time for completion of the City's comprehensive plan, and further extension of the moratorium.

Mayor Barry opened the public hearing for comment on the staff recommendation that the moratorium be extended with the additional exemption.

Stan Bump, 2301 S. E. 8<sup>th</sup> Street, said that he understands that the moratorium allows the City to get its infrastructure in place since uncontrolled development causes a mess.

Jim Bachesta, 1207 212<sup>th</sup> Ave. S.E., would like property owners to have the ability to shortplat for one lot and feels that the impact of this would be minimal.

Janet Irons, 22062 S. E. 36<sup>th</sup>, supports extension of the moratorium to allow the City to get infrastructure in place; she is not anti-growth but does not want development to cause deterioration of the neighborhoods.

Mark Cross, 247 208<sup>th</sup> Ave. N.E., supports the extension to assure that the City develop and have in place fair ground rules in the public interest; he recommends the City establish a work plan for transportation and land use policies with transportation decisions as soon as possible, and development of a traffic concurrency ordinance.

Helen Baxter, 723 216<sup>th</sup> Ave. N.E., is encouraged by the pipeline status report and feels that the City needs a moratorium until all checks and balances are in place. She would like to see a way to keep from having people taxed so heavily that they cannot afford to keep their property.

David Irons, Sr., 22062 S. E. 36<sup>th</sup>, said that several issues led to the rush on development and citizens voted for incorporation to shed King County government and curtail unbridled growth; if development were stopped today, it would take years to get proper infrastructure in place. Developers take profit from their building, but the infrastructure deficit will have to be paid by the citizens. The moratorium is a step in the right direction.

Sasa Kirkpatrick, 224 214<sup>th</sup> N.E., supports a continued moratorium on commercial, multi-family property and urges the council to listen to the people as they work on the comprehensive plan since Sammamish reached 20% of its potential growth capacity in five years rather than 20 years and the city needs a plan in place that reflects what the residents want.

Bob Nichols, 1811 East Lake Sammamish Parkway S.E., urges an extension of the moratorium and approves of the new exemption.

Steve Baker, 169 221<sup>st</sup> Ave. N.E., supports extension of the moratorium and thanks the Council and staff for this control until a comprehensive plan is completed; would appreciate some provision for small property owner shortplat ability.

Bill Wright, 2721 226<sup>th</sup> Ave. S.E., appreciates the pipeline status information and supports extension of the moratorium, noting that citizens need to understand the criteria for lifting of the moratorium; wondered if it is possible to determine the number of lots that might be affected by the proposed new exemption.

Bob Brady, 1304 251<sup>st</sup> Ave. S.E., appreciates the information provided this evening until a comprehensive plan can be completed that has a vision developed by the Council with community input.

Vicki Baggette, 23903 N. E. 14<sup>th</sup> St., said that developers run state and county governments and local governments need to enforce laws that are in place to protect

citizens and not leave it to citizen groups; this extension is necessary until a comprehensive plan is completed.

Sunny Wallace, 24200 14<sup>th</sup> N.E., urges provision to stop development on small wetlands noting that citizens have been required to pay for legal fees to fight King County government.

Einar Gunderson, 4032 148<sup>th</sup> Ave. N.E., an engineer representing Larry Franks. They have been working on a simple shortplat since 1997 that now is a hardship case because of delays and appeals and there may be further delay since the water certificate that has been extended could expire; he urges approval of the new hardship exemption.

Ilene Stahl, 21553 S. E. 28<sup>th</sup> Lane, supports extension of the moratorium and since mistakes have been made by King County, suggests that the City review what King County has done.

Don Reid, 2831 226<sup>th</sup> Ave. S.E., favors extension of the moratorium and the additional extension and provided information on obtaining material from the state to address development of wetland areas.

The mayor recessed the meeting at 8:05 p.m. for five minutes.

The meeting reconvened at 8:15 p.m.

James Jordan, 634 222<sup>nd</sup> Place S.E., supports extension of the moratorium, adding that the Council keep in mind schools, services, and roads as the comprehensive plan is developed; mistakes are made if there is a rush to complete.

Ron Healey, 2958 222<sup>nd</sup> Place S.E., believes in property owner rights and suggests that the moratorium be released slowly and questioned if there would be legal suits if the moratorium is extended more than a year.

Tom Harmon, 2302 West Beaver Lake Drive., supports the moratorium with the additional exemption adding that traffic concurrency could possibly be added to this exemption, and noted that the City should have a list of the properties that would be affected by this exemption.

Jim McGraw, 1525 248<sup>th</sup> Ave. S.E., supports extension of the moratorium so that the City does not need to rush to complete its comprehensive plan.

Mayor Barry advised that there were no further citizens wishing to comment on the proposed moratorium extension.

Deputy Mayor Romero noted that this issue was reviewed by the old Land Use Committee that recommended extension by the Council. He is still troubled by the shortplat issue.

Councilmember Gerend appreciates the comments received this evening and agrees that the community will be involved in development of the comprehensive plan.

Councilmember Dyer noted that all of the comments and inquiries have been very helpful. There are legal parameters covering development of the comprehensive plan and the Community Development Committee will work on this with community input on all of the components of the plan.

Councilmember Kilroy supports extension of the moratorium and suggests that the Council needs to look at shortplats as possible hardship cases.

Councilmember Huckabay supports extension of the moratorium and sympathizes with the shortplat situation and noted that road issues need to be addressed first that may assist in allowing shortplats.

Mayor Barry advised that the Council will work on a visioning process at its Council Retreat Feb. 12, 2000; the community comments were heard this evening and the Council will consider these in the months to come.

Councilmember Dyer moved that the public hearing be closed. Councilmember Huckabay seconded the motion. The motion carried unanimously and the public hearing closed at 8:40 p.m. to Study Session.

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Ruth Muller, Acting City Clerk

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Mayor Jack Barry

**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

**Subject:**  
Plat Approval – Joy Luck Subdivision

Meeting Date April 5, 2000 Date Submitted March 27, 2000

Department Originating Community Development

**Clearances:**

\_\_\_\_\_ Administration/Finance \_\_\_\_\_ Police

\_\_\_\_\_ Public Works \_\_\_\_\_ Fire

X Building/Planning \_\_\_\_\_ Attorney

\_\_\_\_\_ Committee

**Action Required:**  
City Council Approval

**Exhibits:** Vicinity map of Subdivision

**Amount  
Budgeted:**

**Summary Statement:**

The 10 lot Joy Luck Subdivision is located at 197<sup>th</sup> Avenue Southeast and Southeast 8<sup>th</sup> Street. The subdivision has been reviewed and approved by King County. Under the Interlocal Agreement for transfer of projects vested in King County, the approval of Final Plat is required by City of Sammamish City Council. For clarification, a Public Hearing is not required at this stage. The project has met all requirements and is ready for recording at King County, in accordance with ISDC 19.36 Subdividing Procedure, following City Council approval. The addition of 10 developed lots increases the overall residential property tax base, a significant source of City annual operating revenue. Bonding is maintained until required site improvements are installed and inspected by King County, in accordance with ISDC 27A, Financial Guarantees.

**Recommended Motion:**

**This is included under the Consent Calendar and should be approved with the motion approving the Consent Calendar items.**



# PROCLAMATION

**WHEREAS**, The Friends of the Sammamish Library is a community based group of citizens who promote, encourage and enhance the work of the Sammamish Library; and

**WHEREAS** Sammamish has had an active Friends of the Library group for several years; and

**WHEREAS** this group annually raises funds and volunteers countless hours of service to the Sammamish Library; and

**WHEREAS** this group is vital to the enhancement and programming of the Sammamish Library;

**NOW THEREFORE**, I, Jack Barry, Mayor of the City of Sammamish, on behalf of the City Council, do hereby proclaim the week of April 9, 2000 as

## FRIENDS OF THE LIBRARY WEEK

in Sammamish, and I urge all citizens to recognize and applaud the invaluable service of the Friends of the Sammamish Library.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2000

\_\_\_\_\_  
Jack Barry, Mayor of Sammamish

ATTEST:

\_\_\_\_\_  
City Clerk



# Sammamish Library

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 King County Library System

825 228th Avenue NE  
Redmond, WA 98052  
425-836-8793

Mayor Jack Barry  
City of Sammamish  
486 228<sup>th</sup> Avenue NE  
Sammamish, WA 98053

March 11, 2000

Dear Mayor Barry,

Thank you so much for joining us in celebration of Dr. Seuss's birthday. Sammamish area youth and their parents really love their library, and my staff and I are always pleased to see such an enthusiastic turnout for our programs. Thank you for contributing your time to the event and the children.

I would like to take a moment to draw your attention to a group of citizens that have really made this library what it is - the Friends of the Sammamish Library. Before there was a library here there was group of concerned individuals, many of them parents, that saw the need for library service on the Plateau. They petitioned the King County Library System to site a library here, which resulted in the opening of the Sammamish Station storefront library and ultimately in the design and construction of our current building.

Members of that original group have continued to volunteer their time and talents for the library and the community we serve. They formed the Friends of the Sammamish Library to function as our goodwill ambassadors with the community, and to raise funds for children's, young adult, adult, and general programming that would not be part of the library's normal operating budget.

A good example of this is their current Mad Science project. Friends' President Deb Morgan wrote a successful \$1000 grant to have kid-friendly, hands-on science activities every Monday night in the library for March and April. This wonderful program has been wildly popular, but would not have been possible without the funds the Friends secured. It goes well above and beyond the norms of library service and our daily budget, and is just one of many such activities the Friends of the Sammamish Library have made possible.

Attached is a Proclamation by Governor Gary Locke declaring April 9 - 15, 2000 as Friends of the Library Week.

Would you please consider making a similar proclamation at a City Council meeting, to help the library recognize and applaud the efforts of this group? I took the liberty of drafting a sample proclamation for your perusal.

Also, on a completely different topic, I am happy to announce that I can provide the Sammamish Library meeting room for city council use on the attached dates.

Thank you again for visiting the library!

Sincerely,



John Sheller, Managing Librarian

# The State of Washington



## Proclamation

**WHEREAS**, Friends of the Library organizations are community-based groups of citizens who promote, encourage and enhance the work of local libraries; and

**WHEREAS**, there are over 150 Friends of the Library groups in Washington State; and

**WHEREAS**, these groups raise over \$350,000 annually to enhance the services of local libraries; and

**WHEREAS**, the members of these groups volunteer thousands of hours of service to their local libraries; and

**WHEREAS**, dedicated citizens assist libraries in volunteering time, raising money and communicating the library's services; and

**WHEREAS**, Friends of the Library groups are vital to the enhancement of public libraries in Washington state;

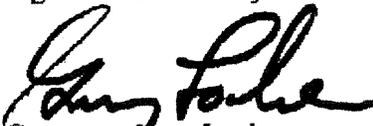
**NOW, THEREFORE**, I, Gary Locke, governor of the state of Washington, do hereby proclaim the week of April 9 through 15, 2000 as

### *Friends of the Library Week*

in the state of Washington, and I urge all citizens to recognize and applaud the invaluable service these groups provide.



Signed this 22nd day of February, 2000

  
Governor Gary Locke



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

**Subject:**  
Financial Software

Meeting Date April 5, 2000 Date Submitted March 31, 2000

Department Originating Finance

**Clearances:**

X Administration/Finance                      Police

                     Public Works                      Fire

                     Building/Planning                      Attorney

                                          Committee

**Action Required:**  
Motion to approve agreements  
and authorize execution

**Exhibits:**

**Amount  
Budgeted:**

**Summary Statement:**

The City of Sammamish has been without financial software since the inception of the City. Since June, 1999 the City has been examining various software vendors including ASP, Eden Systems and Springbrook. Due to the comprehensive financial systems that the City manages, the initial examination of software costs were all over the map ranging from \$60,000 for limited applications to \$300,000 for a complete package of products. After considerable review, we are proposing to purchase our financial software package from Springbrook Software Company (Portland, Oregon) consisting of the following products: Financial suite (general ledger, accounts payable, check reconciliation, budget preparation, purchase orders, cash receipts); Payroll; Fixed Assets; Business Licenses; Accounts Receivable; Accounts Receipting (includes a cash drawer and receipt printer); Project Management; and Progress Report Writer. Over the last two months, we have examined the quality of the products, training, maintenance and service provided and have done considerable negotiation with Springbrook to get the best price possible. The cost for products and service are as follows: Software products/licenses: \$89,000; Training services/project management: \$22,500; and Maintenance (May 1 – December 31): \$10,000.

**Recommended Motion:** Move to approve the Springbrook software license agreement and the software maintenance agreement for the total amount of \$107,095.50 and authorize the City Manager to sign the agreements.



# SPRINGBROOK SOFTWARE SOFTWARE LICENSE AGREEMENT

## PARTIES:

### LICENSOR:

Springbrook Software, Inc., an Oregon corporation  
720 S.W. Washington Street, Suite 330  
Portland, OR 97205  
Ph. (503) 973-7750  
Fax (503) 973-7760  
Email: info@springbrooksoftware.com

### LICENSEE:

CITY OF SAMMAMISH  
704 228<sup>th</sup> Ave NE PMB 491  
SAMMAMISH, WA 98053  
425-898-0660  
425-898-0669 (FAX)

**EFFECTIVE DATE: April 5, 2000**

## AGREEMENT:

1. **Grant of License.** This Software License Agreement grants Licensee a nonexclusive license to copy and distribute internally the current version of the Software available at the time of purchase and related end-user materials in support of Licensee's use of the Software, as set forth below. As used in this Agreement the "Software" refers to the version of the Springbrook Software, Inc. software packages and/or applications available as of the time of purchase, in any form, and includes: 1) any future modifications, enhancements or additions to the Software; 2) any modification, enhancement or addition to the Software developed specially for Licensee's use; 3) user manuals, copies, modifications, enhancements, revisions, or updates thereof; and 4) diskettes, tapes and other magnetic media on which the Software is recorded or copied and accompanying user documentation and other related end-user materials (the "User Materials"). Licensee's license and right pursuant to this Agreement is limited to those specific Applications of the Software for which Licensee has paid License Fees as indicated on Attachment A. Licensor grants Licensee a nonexclusive license to use the Software in machine-readable, object code form only, to:
  - a. Install the Software on computers that Licensee owns or leases;
  - b. Use and execute the Software for purposes of serving Licensee's internal needs;

c. In support of Licensee's authorized use of the Software, physically transfer the Software from one of Licensee's computers to another; store the Software's machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use; and transmit such instructions or data through Licensee's computers and associated devices.

Licensee agrees that Licensee and Licensee's employees will not assign, sublicense, transfer, pledge, lease, rent, or share Licensee's rights under this License Agreement with any third party. Licensee agrees that Licensee and Licensee's employees may not reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software.

Licensor agrees to house the latest release of the Software (containing source code) with the president or designate of the National User Group for safekeeping. As of the Effective Date the latest release is housed with Judith Cole, National User Group President, at the City of Turner, Oregon.

2. **Proprietary Protection; Non-disclosure.** Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted herein. This Agreement does not provide Licensee with title or ownership of the Software, but only a right of limited use. Licensee may only copy the written materials accompanying the Software for use by Licensee.

Licensee acknowledges that the Software and underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and methods of operation are confidential and contain trade secrets (collectively referred to as "Confidential Information"). Licensee agrees not to use, disclose or cause disclosure of, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Licensor, except that Licensee is authorized to disclose Confidential Information to Licensee's employees or agents only as required for Licensee's use of the Software pursuant to this Agreement. Licensee agrees to indemnify Licensor for damages or costs, including attorney fees, incurred by Licensor as a result of the unauthorized use, disclosure or distribution of any Confidential Information by Licensee or any of Licensee's employees or agents. Licensee further acknowledges that this obligation shall survive the termination of this License.

Licensor shall treat all Licensee's data provided by or disclosed by Licensee in confidence and shall not use, copy, or disclose, nor permit any of its employees to use, copy, or disclose Licensee's data for any purpose other than those necessary

for the performance of Licensor's obligations under this Agreement or any other agreement between the parties.

3. **License Fees.** The License Fees paid by Licensee are paid in consideration of the License granted under this Agreement. The License Fees shall be in the amount(s) invoiced, and in accordance with the payment schedule listed in Attachment A. Services covered by the License Fees do not include Installation, Set-Up, Training, Customization, Maintenance, Support or Data Conversion from Licensee's existing system. License Fees are due upon contract signing or as agreed in a separate installment note. If the license fees are paid through an installment note, any default under the terms of said note will constitute default by Licensee under this Agreement, entitling Licensor to terminate this Agreement. All fees paid hereunder are nonrefundable and will be forfeited in the event of cancellation or termination except as specifically provided in Sections 9 and 10 of this Agreement.
4. **Installation, Data Conversion and Training Charges.** Any installation, data conversion or training services provided by Licensor shall be charged per Attachment A – schedule of fees, and are in addition to the License Fees. Training services include both on-site, off-site and telephone training. License Fees do not include travel (including travel time one way) and living expenses for installation and training; on-site support, installation or training; file and data conversion costs; consulting services; shipping charges; or the costs of any recommended hardware. Licensee agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred. Licensor shall provide supporting documentation for all such services and expenses upon Licensee's request.
5. **Licensee's Cooperation.** Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires substantial effort and cooperation by Licensee. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, and shall at all times afford each other reasonable access to information and facilities.
6. **Term; Default; Opportunity to Cure.** This Agreement is effective as of the Effective Date and shall continue until terminated. If Licensee discloses or transfers possession of any copy or merged portion of the Software to another party, or to a computer other than those owned or leased by Licensee, the License shall automatically terminate. A party shall be considered in default if the party, 30 days after written notice from the other party identifying a specific failure to comply with any term or condition contained herein (including without limitation Licensee's failure to pay any fees or charges due under this Agreement or any related Software Maintenance Agreement or Service Agreement, or Licensor's breach of the limited warranty provided in Section 9), has not cured such failure or breach.

7. **Modifications.** Licensee agrees to pay an hourly rate (see Attachment A for rates and/or bids) based on Licensor's regular schedule of fees or on a bid basis for any modifications to the Software made by Licensor at the Licensee's written request. No modifications will be made to the Software until the base system is installed and all License Fees have been paid.
8. **Support and Maintenance.** Support and maintenance of the Software is not included in this Agreement but is purchased through a separate Software Maintenance Agreement.
9. **Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT HAS TITLE TO THE SOFTWARE AND THAT IT HAS AUTHORITY TO GRANT THIS LICENSE TO LICENSEE. LICENSOR ALSO WARRANTS THAT, FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM THE DATE OF LICENSOR'S INITIAL INSTALLATION OF THE SOFTWARE AT THE LICENSEE'S SITE, THE SOFTWARE WILL FUNCTION IN CONFORMITY WITH THE DESCRIPTION, SPECIFICATIONS AND ANY DOCUMENTATION PROVIDED. LICENSOR MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTABILITY OF ANY OF LICENSEE'S PRE-EXISTING DATA. ANY DEFECTS FOUND IN THE SOFTWARE WILL BE REPAIRED IN A REASONABLE TIME PERIOD AND UNDER THE TERMS AND CONDITIONS OF THIS WARRANTY. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE. NO ACTION AGAINST LICENSOR FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN 60 DAYS AFTER EXPIRATION OF THE WARRANTY PERIOD STATED IN THIS SECTION 9.
10. **Limitation of Remedies and Liability; Exclusion of Consequential Damages.** The cumulative liability of Licensor to Licensee for all claims relating to the Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of the License Fees paid to Licensor for the relevant Application(s) of the Software. Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 9. In no event shall Licensor be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise, even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other

remedies, and applies to claims pursuant to the limited warranty created under this Agreement.

11. **Governing Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington as it applies to a contract made and performed in such state, regardless of the place of execution or performance. Any action brought by either party hereunder may only be brought in any county or federal district court in the State of Washington.
12. **Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
13. **Entire Agreement; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supercedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly stated herein are binding on either party. Licensee represents and warrants that it has conducted its own due diligence investigation of all facts material to this transaction, that it possesses all information and expertise and capacity necessary to conduct such investigation, and that it possesses sufficient technical and accounting expertise and capacity (including sufficient mastery of the principles of fund accounting) to use the Software for its intended purpose.
14. **Modification.** The terms of this Agreement may only be modified in writing by the duly authorized representatives of the parties. No oral communication is binding upon either party unless the duly authorized representatives of the parties agree in writing to the terms of such communication.
15. **Insurance.** During the term of this Agreement Licensor shall maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Licensor, its agents, representatives, employees, sub-consultants or sub-contractors. Before beginning work on the project described in this Agreement, the licensor shall provide a Certificate of Insurance evidencing:
  1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
  2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

LICENSEE

By \_\_\_\_\_

By \_\_\_\_\_

Title: V.P. Marketing

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2000

Date: \_\_\_\_\_, 2000

**ATTACHMENT A  
SCHEDULE OF FEES**

Attachment A is a checklist showing which products & services Licensee has purchased and the amount charged for each, the current cost for other services, and a schedule of payments. By signing the Attachment, Licensee is agreeing to the schedule of fees for the duration of the implementation.

<b><u>SOFTWARE:</u></b>	<b><u>Price</u></b>	<b><u>Maint</u></b>
Finance Suite	\$ 35,000	\$ 6,300
General Ledger		
Accounts Payable		
Budgeting		
Bank Reconciliation		
Payroll	\$ 18,000	\$ 3,240
Fixed Assets	\$ 6,000	\$ 1,080
Business Licenses	\$ 4,500	\$ 810
Accounts Receivable	\$ 6,500	\$ 1,170
Cash Receipting (POS)	\$ 8,000	\$ 1,440
Project Management	\$ 10,000	\$ 1,800
Utility Billing	\$ NA	\$
Special Assessments/LIDs	\$ NA	\$
 Sub-Total:	 \$ 88,000	 \$15,840
 <b>Database Manager</b>		
Server_5__(no. of users) @ 300/ea	\$ 1,500	\$ 375
Client_3__(no. of users) @ 250/ea	\$ 750	\$ 187
Report Writer	<u>\$ 1,000</u>	<u>\$ 250</u>
Sub-total:	\$ 3,250	\$ 562
 <b>Services</b>		
Data Conversion (client must provide data in readable format)	\$ None	
Training	\$ 12,500	
Set up Services	\$ Customer Set Up	
Implementation Management	\$ 10,000	
Custom Modifications		
None identified during IPS		
Sub-total:	\$ 22,500	
 <b>EST.PROJECT TOTAL:</b>	 <b>\$113,750</b>	
(does not include maintenance)		

**Springbrook Software Company**  
**Price Proposal for: The City of Sammamish, WA.**  
**March 21, 2000**

Application/Products	License Fees/ Itemized Costs	Training/ Services (est)	Project Management	1 <sup>st</sup> Year Maintenance
<b>Financial Suite</b> -General Ledger -Accounts Payable -Check Reconciliation -Budget Preparation -Purchase Orders -Cash Receipts	\$35,000.00	\$4,000.00		\$6,300.00
<b>Payroll-Direct Deposit</b>	\$18,000.00	\$3,500.00		\$3,240.00
<b>Fixed Assets</b>	\$6,000.00	\$1,000.00		\$1,080.00
<b>Business Licenses</b>	\$4,500.00	\$1,000.00		N/C in 2000
<b>Accounts Receivable</b>	\$6,500.00	\$1,000.00		\$1,170.00
<b>Cash Receipting (POS, 1 station)</b> -Cash Drawer -Axiohm Receipt Printer w/check validation	\$8,000.00	included		\$1,440.00
<b>Project Management</b>	\$10,000.00	\$2,000.00		\$1,800.00
<b>Total Application Costs</b>	<b>\$88,000.00</b>	<b>\$12,500.00</b>	<b>\$10,000.00</b>	<b>\$15,030.00</b>
Database Manager				
Progress Server (\$300ea) x5	\$1,500.00			\$375.00
Progress Client (\$250ea) x3	\$750.00			\$187.50
Progress Report Writer (single user)	\$1,000.00	Optional		\$250.00
<b>Total Database Costs</b>	<b>\$3,250.00</b>			<b>\$812.50</b>
Data Conversion	TBD			
<b>Sub-Total Project Costs</b>	<b>\$91,250.00</b>	<b>\$12,500.00</b>	<b>\$10,000.00</b>	<b>\$15,842.50</b>
<b>Total Project Cost</b>	<b>\$ 113,750.00</b>			<b>\$15,842.50</b>
Optional Services				
System Integration-	TBD			
Postal Soft				
Meter Reading Interface				
Scanners				
Cash Drawer	\$350.00			
Cash Receipt Printer (model A794)	\$465.00			
NT & Network Consulting	\$125.00/hr			
Modification Costs	\$125.00/hr			
ODBC connection Consulting Services	\$125.00/hr			

**March 21, 2000 Quote, cont'd**  
**Explanation of Springbrook Quotes**

Cash receipting (POS) system quote includes training, project management, cash drawer and basic, non-validating receipt printer. Add \$328.00 for validation capability. Because the Business License application is not expected to be ready for general availability until summer, there will be no charge for maintenance on this product until January 1, 2000. If the City has to have a Business License application prior to the release of the new Windows version the DOS version of this application will be installed until the new one is ready and the data will be converted over at no charge to the City.

The estimate is based on the number of current users and is valid through 04/15/00. Maintenance on the application software, report writer, and database manager are based on 18%/(25% on database section) of the then current list price of those products. Maintenance on the Springbrook applications is provided by Springbrook Software and includes telephone and modem support, as well as enhancements to the version purchased. Subsequent years (after yr/1) of the database maintenance will be billed directly by Springbrook.

**Operating Environment:** - *Either NT or various options of UNIX are required* to run Springbrook applications. We can run over a Novell network as long as a workstation with an NT server is attached to the Novell LAN. Printing of forms needs to be performed on a laser or desk-jet type printer. Please call with any questions regarding hardware or operating system environments.

**Meter Reading Devices:** - Price quoted above is for our standard interfaces to Sensus, Itron, Logicon, Badger, Radix and Schlumberger meter reading devices. We will provide file layouts to pass on to the handheld company representative in advance, as these interfaces can be very time consuming.

**Project Management Services:** – Implementation Management Services are vital to a successful implementation, and is considered consulting rather than training. An IM Specialist is assigned to manage your implementation, managing your workload, checklists, task lists and keeping you apprised of the status of your project. This involves on-going telephone and conference calls as well as written documentation. An implementation planning session is held prior to signing contracts or beginning the implementation of each separate product line (one for finance/payroll and one for utility billing).

**Implementation Planning Session (IPS):** – Every Agency is unique in the way it conducts business. In Utility Billing Rates are different, the frequency in which routes are billed is different, the way past dues are issued and how late fees are calculated is different. In addition, other factors need to be considered, such as what, if any, interfaces need to be written to connect Springbrook to vendors' applications and what type, size, and complexity will the forms be that you present to your clients, including billing statements, past due statements, door hanger, etc. These types of conditions are also true for the financial and payroll applications.

Springbrook personnel conducts a thorough review with your employees, reviewing your current business practices and the way you wish to perform those practices after going

live with your new software. We feel you deserve to know how much your project is going to cost and what it will involve before signing contracts. We therefore require that this billable service (cost is included in implementation management services) be conducted prior to contracts being signed. Both sides need to know everything possible about each other, the scope of the project, and how Springbrook will address your needs and requirements.

After the IPS has been conducted Springbrook will give you a firm price on the cost for formatting bills, past due statements, doing a data conversion, any requested programming modifications, and/or all other potential costs relevant to this project.

**Consulting & Training Services:** - The amounts listed in this quote do not include travel time or expenses. Amounts listed are based on services at \$125/hr (eg; a quote that shows \$5000 equates to 40 hours of services). One half of the travel time for each on-site services visit is billed back to the client at the standard hourly rate (Springbrook pays for the other half). The amount listed is based on the requirements of the average client. Variables that could cause the need for *additional* time include, but are not limited to: employees at your organization that are unfamiliar with their job responsibilities; users who are unfamiliar with Windows; multiple users who need to be trained at separate times and/or locations; or turnover in application software personnel. Consulting/Training days must be completed within one year of signing the contract.

**Service Fees:** These fees are based on \$125/hr and do not include travel billed one way.

**After Live Assessment:** - A software specialist will do a follow up assessment with each organization after they are live on the Springbrook applications. This consulting service is included in your services quote. This session, lasting generally one to two days, is designed to give us the opportunity to advise you of better ways to utilize the software to its fullest, and to verify that our clients are not using the software in a manner which might cause them problems in the future. More often than not while implementing new software the users simply want to learn and use the basics only of their new system. This after live assessment gives them a chance to learn and start to use the enhanced features found in each application.

**Hardware/Consulting Services:** Hardware sold by Springbrook, including cash drawers, cash receipt printers and scanners, as well as all third party software (such as Azalea and Postalsoft) is considered customer installable. If assistance is requested for the installation and/or configuration of these products those services will be billed at our then standard service fee rate.

**Report Writer Training:** The quoted amount (\$400.00) is for a one-day classroom training session at our Portland, Oregon office.

**PC Anywhere Communications Software:** We require that the customer have a copy of PC Anywhere communications software on their system so we can perform remote diagnostics and support.

Attachment A, cont'd:

**SERVICES:**

<b>After hours support</b> <i>(Licensee maintenance contract covers support from 8a-5p Pacific Time, Monday through Friday)</i>	<b>\$ 125/hr</b>
<b>Data Conversion</b> <i>(Transferring UB data from Licensee current system)</i>	<b>\$ 125/hr</b> <i>(or as bid)</i>
<b>Installation (hardware)</b>	<b>\$ 125/hr</b>
<b>Network &amp; Operating System Consulting</b> <i>(Answering questions and assisting users and/or their consultants with all aspects of hardware, networks, and operating systems - includes installation, set-up, and trouble shooting)</i>	<b>\$ 125/hr</b>
<b>Implementation Management:</b> Finance Suite Payroll Fixed Assets Business Licenses Cash Receipting (POS) Project Management	<b>\$ 10,000.00</b>
<b>Training</b> <i>(Project total training estimate = \$12,500 or 12.5 days)</i>	<b>\$ 125/hr</b>
<b>Travel Time (billed one way)</b> <i>(Not to exceed \$375 per trip)</i>	<b>\$ 125/hr</b>
<b>Telephone training</b> <i>(Working with a trainer or customer support representative on questions other than support related issues (including defined in Maintenance Agreement) where the call exceeds 30 minutes in length is considered training rather than support and will be billed as such. Some of the above training estimate may include telephone training.)</i>	<b>\$ 125/hr</b>
<b>Weekend Training/Support</b> On-site rate Telephone rate	<b>\$ 175/hr</b> <b>\$ 175/hr</b>

**These are current rates for services and are subject to change within twelve months  
of executed date of this contract.**

Attachment A, cont'd:

**Schedule of Payment Terms:**

Springbrook License Fees: 100% (\$83,500) due at contract signing, with the exception of Business Lices (\$4500), which is due upon installation

Database Fees: 100% (\$3250) due at contract signing

Training: Invoiced and due as incurred \*\*

Travel Expenses: Travel Time @ \$125/hr is charged for 50% of the time spent per training or consulting trip. This fee will not exceed \$375 per trip. In addition, the cost of reasonable car rental (typically about \$50-55 per day) or mileage from Portland to Sammamish will apply, plus reasonable hotel and meals (not to exceed \$35 per day) will be charged. You are welcome to make room reservations for trainers/consultants at your local government rate and pay directly for those charges in order to save money. In addition, you are also encouraged to obtain your training at our training facility in Portland, Oregon. Some of your training will most likely occur via modem as well. We estimate your on site trips will not exceed five. The travel expenses (including travel time) will not exceed \$4000 for this project.

Implementation Management: 50% due at contract signing;  
50% due at project completion (customer is live)

1<sup>st</sup> yr Maintenance Fees: \$10,000 due at contract signing and will be for the period from May 1 through Dec 31, 2000. Subsequent maintenance will run for 12 months, from Jan 1 – Dec 31.

Hardware: 100% due at time of order

Programming Services (e.g.; interfaces) 50% due upon acceptance of bid  
50% due upon installation of finished product

\*\*Note: a 40% increase in maintenance fees will occur if training is not completed.

By my signature below, I confirm that I have read, understand and agree to this Attachment A, Schedule of Fees:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Attachment B**  
**Financial Applications**  
**Implementation Planning Session**  
**Findings**

**On-Site IPS: March 6, 2000**

Participants: Diane Lukin - City of Sammamish  
Glenn Mathes, Cyndi Turner, Roberta Heinz – Springbrook Software  
Time: 1:00 – 3:00

Diane handles all of the financial functions of the city. She has help from Madeline for the Accounts Payable. Diane has been keeping all of her financial records on Excel and other manual means of bookkeeping. She will be quite relieved to begin work on a computerized system. She is very open to suggestions and said that “This is the way we have always done it” is not her style.

General Ledger – Sammamish uses the BARS codes for their chart of accounts. We discussed the addition of the program section to the chart. I said that we had a tool that would allow her to add that field at a later time if she felt it would be useful to their accounting. Diane said that would be better than filling the field with zeroes and having to input them every time. The account array is XXX-XX-XXX-XX-XX-XX. A sample account is 001-10-514-20-31-01. The sections are Fund, Department, Basub, Object, Element, Sub-element.

We discussed the need to have zeroes in the second position. Diane has worked with another system that had the same array and will not have any trouble with this array.

They give the council fund total by department vs. budget and revenues by account types. The council also receives a check register. The register should have the detail for AP checks and only the total cost of the payroll expense. The check register from AP will supply that part of the report and the total cost of payroll can be extracted from the last page of the payroll proof list and appended to the report. The account number is not necessary on check register but Diane will need account numbers on the attachment that she puts with the request for payment documents. We will be able to satisfy all of these requests.

Accounts Payable and Payroll use the same bank account. They would like to order their checks through Springbrook. Currently they use Bank of America. Both modules will share one number sequence of checks.

**Payroll** – ADP currently processes their payroll. The current intent is to continue this until year-end. Diane feels that perhaps the staff will move the conversion to Springbrook payroll to an earlier date when they realize that they will not be able to get the job costing out of payroll until they begin using the program.

They have 12 employees currently. Payroll is processed on a semi-monthly basis. Employee numbers are currently the last 4 digits of the employee's social security number but Diane is open for any suggestions for another method.

They do have a flex plan for their medical. They also have a 457 plan. They provide a social security replacement program. There are two levels of participation. Plan one is 6.2% Employee and 5.4% Employer and plan two is 12.2% Employee and 10.0% Employer. They are using both Nationwide and ICMA.

PERS participation is on two levels. One employee does not participate at all as he is a LEOFF retiree.

The City Manager has a car that has a taxed benefit amount attached to it. The Public Works Director has an automobile allowance. There is also a housing allowance.

Accruals are increased every year from year one through year ten with the tenth year being the highest level of accruals. They also accrue Sick Leave. Comp time is accrued as it is earned.

**ACH** – The employees currently participate in an ACH program. They will continue to do so on our program. Diane understands that she will need to purchase the bank's software program.

**Purchase Order** – They do not have a formal purchase order program. Frequently the purchase is submitted with the invoice. Diane would like to see the staff move to a more formal purchase order program eventually.

**Cash Receipts** – The receipts are hand written by the clerk at the front desk in a receipt book. They have permits and other miscellaneous receipts most days. The receipted money is verified and the accounts are attached to each of them by Diane at day's end when she posts them to GL. We discussed the Type Codes in Cash receipts that would help her and allow the front desk clerk to receipt the cash into the computer with Diane carrying the process through the Commit step. They will be interested in cash drawers and receipt printers at a later date. This will most likely occur when they acquire the water district and cash is received there.

**Accounts Payable** – Council meetings are on the first and third weeks. Checks are processed during the second and fourth weeks. They have a current vendor list of about fifty vendors. The vendors are numeric but Diane said they would be changing to alpha vendor numbers.

Marlene inputs the Accounts Payable. I spoke to her when I was here earlier and she was quite excited about the Springbrook process and especially interested in the recurring invoice feature.

**Project Management** – This will be the center point of their interest. The managers are very interested in product costing the activities within the city. This will be used even more once they have acquired the utilities. They will be able to track the costs of projects through all of the modules. Until they use the payroll module, the costs of payroll will have to be tracked manually and entered in via the Time/Materials Entry process in Project Management. The cost of the benefits will have to be factored into the cost per hour for each employee.

**Inventory/Fixed Assets** –Diane is using an Excel spreadsheet to track Fixed Assets. They currently track Furniture, Computers, Office Equipment, Machinery and Land. They would like the ability to print reports for these assets by location, department and by fund. Sammamish does not currently have any enterprise operations, so none of these assets will need to depreciate. This may change when they take over more utilities and land development in the future. Minimum value for an item to be capitalized: \$1,000. They hand tag assets. We talked about flagging assets through Purchase Orders and Accounts Payable, to make adding them to the Fixed Asset system easier. Assets may also be added directly into the Fixed Asset program.

Diane didn't feel they were in need of the inventory module at this time, so we didn't go over any specific requirements or system features for inventory.

**Accounts Receivable** – No need for this module at this time.

**Miscellaneous** - The Finance Implementation manual will be mailed to Diane. The pages that need signatures will be marked. Diane will return these pages with the necessary information. The Getting Started book was left on site for the client. Diane will be able to review the reports in the book for her response in the Finance Implementation manual.

Project and Implementation leader will be Diane.

Glenn is aware of their equipment and said they have what they need. They have a laser printer. There is a modem on the server and they have PC Anywhere installed on the server. Diane will still review the hardware requirements to make sure they meet the specs.

By my signature below I agree to the above stated Implementation Planning Session (IPS) findings as stated in Attachment C of this License Agreement:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)



# SPRINGBROOK SOFTWARE SOFTWARE MAINTENANCE AGREEMENT

## PARTIES:

### LICENSOR:

Springbrook Software, Inc., an Oregon corporation  
720 S.W. Washington Street, Suite 330  
Portland, OR 97205  
Ph. (503) 973-7750  
Fax (503) 973-7760  
Email: info@springbrooksoftware.com

### LICENSEE:

CITY OF SAMMAMISH  
704 228~~th~~ Ave NE PmB 491  
SAMMAMISH, WA 98053  
425-898-0660  
425-898-0669 (Fax)

**EFFECTIVE DATE: March 13, 2000**

## AGREEMENT:

This Software Maintenance Agreement ("Agreement") is by and between Springbrook Software ("Company") and the City of Sammamish, Washington. ("Customer").

The Company has licensed its proprietary software products and programs ("Software") to the Customer, and Customer wishes to have the Company maintain and support the use of the Software. The following are the terms of the Agreement between Company and Customer:

### 1. Definitions.

- a. **"Enhancement"** means any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Company may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Software.
- b. **"Error"** means any failure of the Software to conform in any material respect to its published specification.
- c. **"Error Correction"** means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

- d. **“Releases”** means new versions of the Software, which may include Error Corrections and/or Enhancements.
- e.
- e. **“Temporary Fix”** means is an initial correction or “fix” to a problem in the software prior to the release of an error correction.
- f. **“Major Enhancement”** means either the total rewrite of an application and/or additional functionality benefiting only certain entities, not all customers as a whole, and requiring these enhancements to be packaged as a separate Module.

**2. Term.** The maintenance term of this Agreement shall be pro-rated from May 1, 2000 through December 31, 2000, to coincide with Customer’s budget year. Company shall bill and Customer shall pay for maintenance provided under this Agreement on an annual basis, payment due as of the start of each annual maintenance period. The maintenance term shall automatically renew each January 1 beginning January 1, 2001 for terms of one (1) year each, unless and until either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term.

**3. Acceptance.** Agreement shall become effective upon Company's receipt of payment in full for the initial maintenance term from Customer.

**4. Scope of Maintenance.** During the maintenance term, Company agrees to provide basic maintenance services in support of the Software. Basic maintenance services shall be supplied for one database (additional databases will be supported under a separate Agreement) at Customer site and will consist of:

- a. **Error Correction.** Company shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period when reported to Company. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- b. **Telephone/Modem Support.** Company shall maintain a telephone and modem support line during normal business hours (8AM to 5 PM Pacific Standard Time) that permits Customer to report Errors in the Software and to receive assistance in cases of operator error. Customer agrees to provide and maintain a modem, PC Anywhere, and dedicated modem line on Customer’s server to allow Company to maintain and support Company’s application software. Company reserves the right to bill hourly (following Customers approval) for maintenance in cases of repeated operator error, where a single operator error results in extensive Company time to resolve the problem.
- c. **Changes in State and Federal Regulations.** Company shall provide updates needed to conform to state and federal regulations, including changes to tax tables and routine forms. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
- d. **Routine Releases.** Company may, from time to time, issue routine Releases of the Software, containing Error Corrections and minor Enhancements to customers who have maintenance agreements in effect. Installation of routine releases is provided at no charge to customer if completed over the modem. Installation of routine releases and updates by Company at Customer's site will be billed to the Customer at the then current hourly rate except cases where Company is solely responsible for the inability to provide modem support.
- e. **Discounts on Major Enhancement Releases.** Company may, from time to time, offer major Enhancements to its customers, generally for an additional charge. To the extent Company

offers such Enhancements, it shall permit Customer to obtain one copy of each major Enhancement for each copy of the Software being maintained under this Agreement at the discount then specified by Company.

**5. Exceptions.** The following matters are not covered by basic maintenance:

- a. On-site support by employees or agents of Company;
- b. Training users in the proper operation of the Software;
- c. Any problem resulting from the material misuse, improper use, alteration, or damage of the Software by the Customer not previously approved by the Company.
- d. Support of operating systems; support of non-Company software, including but not limited to spreadsheets, word processors, and general office software; maintenance related to errors caused by or attributable to the failure of any interconnected third party product or data including errors related to such third party product's failure to be Year 2000 compliant.

**6. Cooperation of Customer.** Customer agrees to notify Company promptly following the discovery of any Error. Further, upon discovery of an Error, Customer agrees, if requested by Company, to submit to company a listing of output and any other data that Company may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Company shall treat any such data as confidential.

**7. Fees and Expenses.** The initial maintenance fee (based on 18% of the current list price of the application software and 25% of the database manager software) will be per Attachment B to this Agreement and will be pro-rated for the first year. The first eight months of pro-rated maintenance due shall be in the amount of \$10,020 for the Springbrook applications (Business License maintenance will be pro-rated and due upon installation), plus \$541.68 for the Progress database and report writer. Maintenance fees are due and payable at the beginning of the initial (May 1, 2000) and each renewal year (January 1, 2001) of maintenance hereunder. Maintenance fees do not include travel (including travel time) and living expenses for installation and training; on-site support, installation or training; file and data conversion costs; consulting services; shipping charges; or the costs of any recommended hardware. Customer agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred, as approved by Customer and invoiced by Company. Company shall provide supporting documentation for all expenses upon customer request. Company reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. Customer is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. The annual maintenance fee may change for renewals provided that Company gives Customer at least thirty days prior written notice of the change.

**8. Late Charges.** If any fees or expenses are not paid within thirty (30) days after they are due, Company may, at its option, charge interest at a rate of one and one-half percent (1 ½%) per monthly (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became delinquent.

**9. Use and Restrictions.** The Customer's rights and obligations concerning the use of any Error Corrections, Enhancements, or Releases (or any other programming provided by Company, regardless of its form or purpose) shall be as provided in the Software License Agreement. Company shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to customer therein.

**10. Limited Remedy.** The cumulative liability of Company to customer for all claims relating to the Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total

amount of the license fee paid to Company for the relevant Software. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

**11. Warranty and Exclusions.** COMPANY WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. DURING THE TERM OF THIS AGREEMENT COMPANY SHALL, SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN SECTION 10, CORRECT WITHIN A REASONABLE TIME ANY FAILURE BY COMPANY TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO COMPANY.

**12. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington as it applies to a contract made and performed in such state, regardless of the place of execution or performance. Any action brought by either party hereunder may only be brought in any County or Federal District Court in the State of Washington.

**13. Year 2000.** All error corrections, enhancements and temporary fixes will be year 2000 compliant. All other terms of this agreement notwithstanding, company makes no warranty or representation that the software will be completely and finally installed and fully functional on or prior to January 1, 2000.

**14. Insurance.** During the term of this Agreement Licensor shall maintain insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Licensor, its agents, representatives, employees, sub-consultants or sub-contractors. Before beginning work on the project described in this Agreement, the licensor shall provide a Certificate of Insurance evidencing:

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Licensor. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Licensor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

The Licensor's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Licensor's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

Signature states that Customer and Company agree with terms and conditions of this Agreement, including all attachments.

ACCEPTED BY CUSTOMER

ACCEPTED BY THE SPRINGBROOK SOFTWARE CO.

Company \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_  
Type or Print

\_\_\_\_\_  
Title Date

By: \_\_\_\_\_  
Authorized Signature

Name: Marily Rementeria  
Type or Print

V.P. Marketing  
Title Date

**ATTACHMENT A  
SCHEDULE OF FEES**

Attachment A is a checklist showing which products & services Licensee has purchased and the amount charged for each, the current cost for other services, and a schedule of payments. By signing the Attachment, Licensee is agreeing to the schedule of fees for the duration of the implementation.

<u><b>SOFTWARE:</b></u>	<u><b>Price</b></u>	<u><b>Maint</b></u>
Finance Suite	\$ 35,000	\$ 6,300
General Ledger		
Accounts Payable		
Budgeting		
Bank Reconciliation		
Payroll	\$ 18,000	\$ 3,240
Fixed Assets	\$ 6,000	\$ 1,080
Business Licenses	\$ 4,500	\$ 810
Accounts Receivable	\$ 6,500	\$ 1,170
Cash Receipting (POS)	\$ 8,000	\$ 1,440
Project Management	\$ 10,000	\$ 1,800
Utility Billing	\$ NA	\$
Special Assessments/LIDs	\$ NA	\$
 Sub-Total:	 <b>\$ 88,000</b>	 <b>\$15,840</b>
 <u>Database Manager</u>		
Server_5_(no. of users) @ 300/ea	\$ 1,500	\$ 375
Client_3_(no. of users) @ 250/ea	\$ 750	\$ 187
Report Writer	<u>\$ 1,000</u>	<u>\$ 250</u>
Sub-total:	<b>\$ 3,250</b>	<b>\$ 562</b>
 <u>Services</u>		
Data Conversion (client must provide data in readable format)	\$ None	
Training	\$ 12,500	
Set up Services	\$ Customer Set Up	
Implementation Management	\$ 10,000	
Custom Modifications		
None identified during IPS		
Sub-total:	<b>\$ 22,500</b>	

**EST.PROJECT TOTAL:**

**\$113,750**

(does not include maintenance)

**Springbrook Software Company**  
**Price Proposal for: The City of Sammamish, WA.**  
**March 21, 2000**

<u>Application/Products</u>	<u>License Fees/ Itemized Costs</u>	<u>Training/ Services (est)</u>	<u>Project Management</u>	<u>1<sup>st</sup> Year Maintenance</u>
<b>Financial Suite</b> -General Ledger -Accounts Payable -Check Reconciliation -Budget Preparation -Purchase Orders -Cash Receipts	\$35,000.00	\$4,000.00		\$6,300.00
<b>Payroll-Direct Deposit</b>	\$18,000.00	\$3,500.00		\$3,240.00
<b>Fixed Assets</b>	\$6,000.00	\$1,000.00		\$1,080.00
<b>Business Licenses</b>	\$4,500.00	\$1,000.00		N/C in 2000
<b>Accounts Receivable</b>	\$6,500.00	\$1,000.00		\$1,170.00
<b>Cash Receipting (POS, 1 station)</b> -Cash Drawer -Axiohm Receipt Printer w/check validation	\$8,000.00	included		\$1,440.00
<b>Project Management</b>	\$10,000.00	\$2,000.00		\$1,800.00
<b>Total Application Costs</b>	<b>\$88,000.00</b>	<b>\$12,500.00</b>	<b>\$10,000.00</b>	<b>\$15,030.00</b>
<b>DATABASE MANAGER</b>				
Progress Server (\$300ea) x5	\$1,500.00			\$375.00
Progress Client (\$250ea) x3	\$750.00			\$187.50
<b>Progress Report Writer (single user)</b>	\$1,000.00	Optional		7.00
<b>TOTAL DATABASE COSTS</b>	<b>\$3,250.00</b>			<b>2.50</b>
<b>DATA CONVERSION</b>				
	TBD			
<b>Sub-Total Project Costs</b>	<b>\$91,250.00</b>	<b>\$12,500.00</b>	<b>\$10,000.00</b>	<b>\$15,842.50</b>
<b>Total Project Cost</b>	<b>\$ 113,750.00</b>			<b>\$15,842.50</b>
<b>Optional Services</b>				
System Integration-	TBD			
Postal Soft				
Meter Reading Interface				
Scanners				
Cash Drawer	\$350.00			
Cash Receipt Printer (model A794)	\$465.00			
NT & Network Consulting	\$125.00/hr			
Modification Costs	\$125.00/hr			
ODBC connection Consulting Services	\$125.00/hr			

**March 21, 2000 Quote, cont'd**  
**Explanation of Springbrook Quotes**

Cash receipting (POS) system quote includes training, project management, cash drawer and basic, non-validating receipt printer. Add \$328.00 for validation capability. Because the Business License application is not expected to be ready for general availability until summer, there will be no charge for maintenance on this product until January 1, 2000. If the City has to have a Business License application prior to the release of the new Windows version the DOS version of this application will be installed until the new one is ready and the data will be converted over at no charge to the City.

The estimate is based on the number of current users and is valid through 04/15/00. Maintenance on the application software, report writer, and database manager are based on 18%/(25% on database section) of the then current list price of those products. Maintenance on the Springbrook applications is provided by Springbrook Software and includes telephone and modem support, as well as enhancements to the version purchased. Subsequent years (after yr/1) of the database maintenance will be billed directly by Springbrook.

**Operating Environment:** - *Either NT or various options of UNIX are required* to run Springbrook applications. We can run over a Novell network as long as a workstation with an NT server is attached to the Novell LAN. Printing of forms needs to be performed on a laser or desk-jet type printer. Please call with any questions regarding hardware or operating system environments.

**Meter Reading Devices:** - Price quoted above is for our standard interfaces to Sensus, Itron, Logicon, Badger, Radix and Schlumberger meter reading devices. We will provide file layouts to pass on to the handheld company representative in advance, as these interfaces can be very time consuming.

**Project Management Services:** – Implementation Management Services are vital to a successful implementation, and is considered consulting rather than training. An IM Specialist is assigned to manage your implementation, managing your workload, checklists, task lists and keeping you apprised of the status of your project. This involves on-going telephone and conference calls as well as written documentation. An implementation planning session is held prior to signing contracts or beginning the implementation of each separate product line (one for finance/payroll and one for utility billing).

**Implementation Planning Session (IPS):** – Every Agency is unique in the way it conducts business. In Utility Billing Rates are different, the frequency in which routes are billed is different, the way past dues are issued and how late fees are calculated is different. In addition, other factors need to be considered, such as what, if any, interfaces need to be written to connect Springbrook to vendors' applications and what type, size, and complexity will the forms be that you present to your clients, including billing statements, past due statements, door hanger, etc. These types of conditions are also true for the financial and payroll applications.

Springbrook personnel conducts a thorough review with your employees, reviewing your current business practices and the way you wish to perform those practices after going

live with your new software. We feel you deserve to know how much your project is going to cost and what it will involve before signing contracts. We therefore require that this billable service (cost is included in implementation management services) be conducted prior to contracts being signed. Both sides need to know everything possible about each other, the scope of the project, and how Springbrook will address your needs and requirements.

After the IPS has been conducted Springbrook will give you a firm price on the cost for formatting bills, past due statements, doing a data conversion, any requested programming modifications, and/or all other potential costs relevant to this project.

**Consulting & Training Services:** - The amounts listed in this quote do not include travel time or expenses. Amounts listed are based on services at \$125/hr (eg; a quote that shows \$5000 equates to 40 hours of services). One half of the travel time for each on-site services visit is billed back to the client at the standard hourly rate (Springbrook pays for the other half). The amount listed is based on the requirements of the average client. Variables that could cause the need for *additional* time include, but are not limited to: employees at your organization that are unfamiliar with their job responsibilities; users who are unfamiliar with Windows; multiple users who need to be trained at separate times and/or locations; or turnover in application software personnel. Consulting/Training days must be completed within one year of signing the contract.

**Service Fees:** These fees are based on \$125/hr and do not include travel billed one way.

**After Live Assessment:** - A software specialist will do a follow up assessment with each organization after they are live on the Springbrook applications. This consulting service is included in your services quote. This session, lasting generally one to two days, is designed to give us the opportunity to advise you of better ways to utilize the software to its fullest, and to verify that our clients are not using the software in a manner which might cause them problems in the future. More often than not while implementing new software the users simply want to learn and use the basics only of their new system. This after live assessment gives them a chance to learn and start to use the enhanced features found in each application.

**Hardware/Consulting Services:** Hardware sold by Springbrook, including cash drawers, cash receipt printers and scanners, as well as all third party software (such as Azalea and Postalsoft) is considered customer installable. If assistance is requested for the installation and/or configuration of these products those services will be billed at our then standard service fee rate.

**Report Writer Training:** The quoted amount (\$400.00) is for a one-day classroom training session at our Portland, Oregon office.

**PC Anywhere Communications Software:** We require that the customer have a copy of PC Anywhere communications software on their system so we can perform remote diagnostics and support.

Attachment A, cont'd:

**SERVICES:**

**After hours support** **\$ 125/hr**

*(Licensee maintenance contract covers support from 8a-5p Pacific Time, Monday through Friday)*

**Data Conversion** **\$ 125/hr**

*(Transferring UB data from Licensee current system) (or as bid)*

**Installation (hardware)** **\$ 125/hr**

**Network & Operating System Consulting** **\$ 125/hr**

*(Answering questions and assisting users and/or their consultants with all aspects of hardware, networks, and operating systems - includes installation, set-up, and trouble shooting)*

**Implementation Management:** **\$ 10,000.00**

Finance Suite

Payroll

Fixed Assets

Business Licenses

Cash Receipting (POS)

Project Management

**Training** **\$ 125/hr**

*(Project total training estimate = \$12,500 or 12.5 days)*

**Travel Time (billed one way)** **\$ 125/hr**

*(Not to exceed \$375 per trip)*

**Telephone training** **\$ 125/hr**

*(Working with a trainer or customer support representative on questions other than support related issues (including defined in Maintenance Agreement) where the call exceeds 30 minutes in length is considered training rather than support and will be billed as such. Some of the above training estimate may include telephone training.)*

**Weekend Training/Support**

On-site rate **\$ 175/hr**

Telephone rate **\$ 175/hr**

**These are current rates for services and are subject to change within twelve months of executed date of this contract.**

Attachment A, cont'd:

**Schedule of Payment Terms:**

Springbrook License Fees: 100% (\$83,500) due at contract signing, with the exception of Business Licenses (\$4500), which is due upon installation

Database Fees: 100% (\$3250) due at contract signing

Training: Invoiced and due as incurred \*\*

Travel Expenses: Travel Time @ \$125/hr is charged for 50% of the time spent per training or consulting trip. This fee will not exceed \$375 per trip. In addition, the cost of reasonable car rental (typically about \$50-55 per day) or mileage from Portland to Sammamish will apply, plus reasonable hotel and meals (not to exceed \$35 per day) will be charged. You are welcome to make room reservations for trainers/consultants at your local government rate and pay directly for those charges in order to save money. In addition, you are also encouraged to obtain your training at our training facility in Portland, Oregon. Some of your training will most likely occur via modem as well. We estimate your on site trips will not exceed five. The travel expenses (including travel time) will not exceed \$4000 for this project.

Implementation Management: 50% due at contract signing;  
50% due at project completion (customer is live)

1<sup>st</sup> yr Maintenance Fees: \$10,000 due at contract signing and will be for the period from May 1 through Dec 31, 2000. Subsequent maintenance will run for 12 months, from Jan 1 – Dec 31.

Hardware: 100% due at time of order

Programming Services (e.g.; interfaces) 50% due upon acceptance of bid  
50% due upon installation of finished product

\*\*Note: a 40% increase in maintenance fees will occur if training is not completed.

By my signature below, I confirm that I have read, understand and agree to this Attachment A, Schedule of Fees:

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

## **Attachment B**

### **Software Maintenance Agreement**

#### **User Support**

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##### **What type of support is available?**

The primary goal of Springbrook's user support team is to provide clients with Springbrook application software support. The support team can:

- Answer your questions about how the V5 applications work
- Help you troubleshoot problems you experience in working with the V5 applications

Unfortunately, Springbrook cannot provide networking, hardware or 3<sup>rd</sup> party software support. However, if a problem occurs while you are working in the Springbrook applications, the support team can assist you in determining if that problem is due to a V5/Progress application issue.

##### **What does support cost?**

Do you have a maintenance contract with Springbrook? For clients with maintenance agreements, support is available during regular support hours (Monday - Friday, 7am-5pm Pacific Standard Time) at no additional cost. Off-hours support must be prearranged and will be billed at \$125.00 per hour.

Clients without maintenance agreements are billed \$25.00 per hour for support obtained during regular hours and \$150.00 for off-hours support.

**Note:** We encourage you to make use of the application help files before calling the support team for help. If you work with the support team on questions that do not involve problems with the functioning of the application, and if your call exceeds 30 minutes in length, Springbrook considers the call a training call rather than a support call. Training calls are generally billed at \$125.00 per hour.

If you need assistance handling problems that stem from hardware or networking issues or that stem from applications other than the V5 applications or Progress

(505) 820-2240.

Here's what you can expect:

Springbrook's support receptionist will answer your call and ask for your customer ID. (Your Implementation coordinator will supply you with your site's ID number. The ID is designed to ensure that your call is documented and returned correctly.)

Attachment B

Page

1. The support receptionist will also ask you for a small amount of information, including:
  - Your name
  - The phone number where you can be reached
  - The product(s) you are having difficulty with
  - A one sentence description of the issue
2. The support receptionist will provide you with a call number and place your information in a call queue.
3. Calls in the queue are returned as support representatives become available. As soon your call is the first unanswered call in the queue, a support representative will call you.

**What if my problem is an emergency?**

The support team considers your issue an emergency if

- You cannot open the application
- You are running live and unable to process payroll (Finance)
- You are running live unable to send out bills (Utility Billing)

If you are having such an emergency, your call will be given a higher priority in the call queue. Otherwise, the support team will return calls strictly on a first call, first serve basis.

**What kind of information will the support team need from me?**

When you talk to a support representative, she or he will want to know some specific details about the nature of your issue. She or he may ask you:

- What exactly were you doing in the system when the problem occurred?
- What happened?
- If you were generating a report or generating information from the data, what did you enter in the generate window?
- If you received an error message, what is the exact message?
- What did you try to do to resolve the problem?
  - If it was an error in the system, did you try to reboot?
  - If it is a balancing problem, did you look at your reports and accounts to try to track down the source of the error?

If you are prepared to answer these questions with specific information, using the exact window and report titles, the support representative will be able to help you much more quickly.

The support representative may ask you to fax information or a report to Springbrook. Faxes should be clearly labeled and directed to the support contact you have been working with on this particular issue.

Attachment B  
Page 3

Often, when the support team asks you to supply them with additional information, they need that information before they can progress toward finding a solution for you. Please provide any requested information in a timely manner.

**What happens after I report a problem to the support team?**

The support team will work directly with you to try and resolve your issue. If they resolve the issue for you, they will note the solution in our call tracking system, and close out your call. If the issue requires a programmer's assistance, the support team will create a work order for the programming staff. When an issue needs to be addressed by the programming department, the support team will continue to track the issue for you – so you will always have a single point of contact to help you reach a satisfactory resolution.

**How can I get information about an outstanding issue?**

If the support team is unable to resolve an issue for you within a single phone call, they will work diligently to keep you informed about the status of that issue. However, if you have a question about an ongoing issue, you can call the support line: (503) 820-2240. Simply provide the support receptionist with your call number or work order number. If the support receptionist cannot answer your question, he or she will refer you to the person who can best assist you.



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

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**Subject:**  
Investment Policy

Meeting Date April 5, 2000      Date Submitted March 29, 2000

Department Originating Finance

**Clearances:**

<u>  X  </u> Administration/Finance	<u>      </u> Police
<u>      </u> Public Works	<u>      </u> Fire
<u>      </u> Building/Planning	<u>      </u> Attorney
<u>      </u>	<u>      </u> Committee

**Action Required:**  
Motion to approve investment policy

**Exhibits:**

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**Amount  
Budgeted:**

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**Summary Statement:**

The City Council adopted an initial Investment Policy (Resolution R99-07) that limited the City's investments to the Washington State Local Government Investment Pool. The current interim policy is too restrictive and does not allow for sufficient investments to meet the City's investment priorities of safety, liquidity and yield. As a result, we are proposing a new investment policy to meet this criteria and to set forth sufficient safety and reporting procedures.

**Recommended Motion:**

Move to adopt Investment Policy Resoslution No. R2000-42

**RESOLUTION NO. R2000-42**

**CITY OF SAMMAMISH, WASHINGTON**

A **RESOLUTION** adopting a City of Sammamish policy regarding the investment of City funds.

**WHEREAS**, RCW 39.59.020 and RCW 39.59.030 provides how and what may be invested; and

**WHEREAS**, the City of Sammamish adopted Resolution 99-07 on May 26, 1999, establishing an interim investment policy; and

**WHEREAS**, the City of Sammamish desires to invest public funds in a manner with the greatest safety, which will produce the highest investment return, while meeting the daily cash flow requirements of the City and conforming to all State of Washington statutes and City of Sammamish ordinances governing the investment of public funds; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
SAMMAMISH, WASHINGTON**

**Section 1. Repeal of Resolution 99-07.**

The City Council hereby repeals Resolution 99-07, adopted on May 26, 1999.

**Section 2. Purpose and Scope.**

A. This policy is to establish guidelines for the efficient management of City of Sammamish funds and for the purchase/sale of investments.

B. The goal of the City of Sammamish's investment policy is to provide for the selection of investments based on the following criteria, in order of priority:

1. Safety.
2. Liquidity.
3. Yield.

**Section 3. General Guidelines.**

A. It shall be the general policy of the City of Sammamish to co-mingle, when appropriate, all available cash into a common investment portfolio as authorized by RCW

35A.40.050. Notwithstanding the exceptions noted below, the City of Sammamish shall refrain from specific fund investments.

B. Authority for investment decisions shall be granted to the City Manager and Director of Public Works and Financial Services.

C. It shall be the duty of the City Manager to approve all City of Sammamish fund investments and, at least quarterly, review the investment program. The City Manager shall review with the City Council Finance Committee, generally on a quarterly basis, the City of Sammamish's investment portfolio.

D. It shall be the duty of the Director of Public Works and Financial Services to, at least monthly, review the program and, jointly with the City Manager, develop the investment strategy for the following period. The Director of Public Works and Financial Services shall also manage the day-to-day operations of the portfolio, prepare weekly and monthly cash forecasts, and place actual purchase/sell orders with dealers.

E. This policy is meant to provide a general guideline for the City of Sammamish. Specifically excluded from these guidelines are funds that by statute or ordinance require special investments. Such funds include, but are not limited to, Local Improvement Guaranty and Utilities Bond Reserve.

**Section 4. Authorized Investments.**

A. The City of Sammamish shall limit investments to those allowed by State of Washington statute. These currently include:

1. State of Washington Local Government Investment Pool.
2. Certificates of deposit in commercial banks or savings and loan associations up to their net worth provided they are participants in the State of Washington's collateral protection pool.
3. Certificates of deposit in commercial banks, savings and loan associations, and mutual savings banks doing business in the State of Washington up to FDIC or FSLIC insurance coverage.
4. Obligations of the U.S. Government, its agencies and instrumentalities.
5. Bonds or warrants of the State of Washington.
6. General obligation bonds, revenue bonds, or warrants of any city or town in the State of Washington.
7. LID bonds or notes of the City of Sammamish up to amounts included in the guaranty fund.

8. Bankers' acceptances.

B. In addition, the City of Sammamish may participate in repurchase agreements provided the securities for the agreement are included in the above list. As a matter of policy, the City of Sammamish must take delivery of the securities purchased through a repurchase agreement if the term of the agreement is greater than fourteen (14) days. If the term is less than fourteen (14) days, the securities may be held in safekeeping by a bank or broker. Pledged securities under repurchase agreements must be based on market value, not face value. When entering a repurchase agreement, where delivery is not required, the City of Sammamish shall obtain a safekeeping receipt for the specific security(ies) purchased. Repurchased agreements involving pooled collateral shall be avoided.

C. Investments of any LID Guaranty and Utility Bond Reserve funds shall be governed by State of Washington statute.

**Section 5. Distribution of Income.**

A. Interest income received shall be distributed monthly from the common portfolio to all participating funds in the following order:

1. Payment to the general fund an amount equal to monthly bank service charges as included in the annual operating budget.

2. Payment to each fund an amount based on the average cash balance included in the common portfolio for the earning period.

**Section 6. Risk/Liquidity/Bidding.**

A. It is also paramount that investment principal be at minimal risk. Therefore, the City of Sammamish shall strive to maintain most of its investments in the Washington State Treasury, Local Government Investment Pool. In order to guarantee protection from under-collateralized institutions, the total investments in any one institution shall be limited to not more than twenty-five percent (25%) of the institutions net worth limit as established by the Washington Public Deposit Protection Commission. The City of Sammamish shall not invest more than forty percent (40%) of the City's investment portfolio in one institution, other than the Washington Local Government Investment Pool.

B. Bankers' acceptances are recognized as a valid investment. However, to minimize the possibility of loss, purchase of bankers' acceptances will be limited to the top twenty-five (25) national banks, and the top six (6) national banks chartered to do business in the State of Washington.

C. Speculative investments will not be allowed. The City of Sammamish will not purchase investments that, at the time of investment, cannot be held to maturity. This does not mean that an investment cannot be sold ahead of maturity.

D. In order to avoid possible loss on premature realization of investments, the City of Sammamish will generally limit investment maturities to one (1) year, with the exception of debt service fund investments, which may exceed two (2) years based on the need of the debt retirement schedule. At least one percent (1%) of the current year operating budget shall be available on a single day's notice. All funds shall be invested for a term guaranteed to mature at a time to provide for sufficient cash balance to cover the fund debts.

E. All savings and loan institutions approved as qualified public depositories by the Washington State Public Deposit Commission are eligible to provide investment quotes on all investment packages.

F. Investments shall be placed using an informal bidding procedure where rates will be received from at least three (3) institutions. The investments will be placed with the institution with the highest quote. Local institutions shall be regularly contacted and investments made with them based on bid criteria.

**Section 7. Reports.**

A. The Director of Public Works and Financial Services is charged with the responsibility of preparing a monthly report to be submitted to the City Manager on investment activity and return. Such report shall contain a summary of purchases, sales, average yields, as well as, market trends and future strategies. The investment report shall be provided to, and reviewed with, the City Council on a quarterly basis.

**ADOPTED AND APPROVED** this \_\_\_\_ day of April, 2000.

\_\_\_\_\_  
Jack Barry, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

---

**Subject:**  
Personnel Policies

Meeting Date April 5, 2000      Date Submitted March 31, 2000

Department Originating Administration

**Clearances:**

  X   Administration/Finance             Police

       Public Works             Fire

       Building/Planning             Attorney

       \_\_\_\_\_ Committee

**Action Required:**  
Motion to adopt Personnel Policies

**Exhibits:**

---

**Amount  
Budgeted:**

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**Summary Statement:**

The City currently has personnel policies that do not adequately cover all of the policies that are required or needed to guide employee conduct and performance or determine the sufficiency of employee benefits and working conditions. As a result, new Personnel Policies have been prepared to replace the old policies that sufficiently cover these areas of concern and to modify the employee benefit package.

**Recommended Motion:**

Move to adopt the Personnel Policies Resolution No. R2000-43.

**CITY OF SAMMAMISH  
WASHINGTON**

RESOLUTION NO. R2000 - 43

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING PERSONNEL POLICIES AND  
REPEALING RESOLUTION NO. R99 - 22**

WHEREAS, pursuant to Resolution No. R99 – 22, the City Council adopted personnel policies to establish guidance, support, and conditions of employment for City staff, and to provide standards consistent with State and Federal laws and good employment practices; and

WHEREAS, the City Council, following consultation with the City Manager, desires to adopt revised personnel policies;

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

Section 1. Repeal of Resolution. Resolution No. R99 – 22 is hereby repealed.

Section 2. Personnel Policies. The Personnel Policies attached hereto as Exhibit “A”, as presently constituted or hereafter amended, are hereby adopted as the City’s Personnel Policies.

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

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Jack Barry

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Ruth Muller, 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:



# PERSONNEL POLICIES

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# CITY OF SAMMAMISH PERSONNEL POLICIES

<b>Subject: Purpose and Scope</b>	<b>Number: POL - 1</b>
	<b>Page: 1 of 2</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

## 1.1 SCOPE OF POLICIES

These Personnel Policies, as enacted by the Sammamish City Council, apply to all City employees and volunteers. In cases where these policies conflict with any City ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, state or federal law, the terms of that law or agreement prevail. In all other cases, these policies apply.

## 1.2 IMPLEMENTING/CHANGING THE POLICIES/PROCEDURES

The City Council, by ordinance, may enact changes to the Personnel Policies. As the need arises, the City Manager may develop, implement and/or modify Personnel Procedures and Administrative Procedures. The City Manager may deviate from the policies or procedures in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the City's citizens. Employees may request specific changes to the policies or procedures by submitting suggestions to their department director. After the City Council's creation any new positions and approval of job descriptions, the City Manager may make subsequent changes to such job descriptions, without further council approval, to modify or enhance the positions' responsibilities, duties and minimum qualifications.

## 1.3 DEFINITIONS

- Department Director: An employee who is responsible for directing one or more departments.
- Immediate Family: Includes the employee's parents, spouse, domestic partner, child, brother or sister, mother-in-law or father-in-law, son-in-law or daughter-in-law, grandparent, grandchild, or other relative who lives in the employee's home.

- Regular Full-Time Employee: An employee who has successfully completed a trial period as defined in these policies and who regularly works a minimum of forty (40) hours a week.
- Regular Part-Time Employee: An employee who has successfully completed a trial period as defined in these policies and who regularly works less than forty (40) but at least twenty (20) hours a week.
- Temporary and Seasonal Workers: Employees who hold jobs of limited duration due to special projects, abnormal work loads or emergencies. Temporary employees are not eligible for City benefits. Seasonal employees are considered to be temporary employees, unless specified otherwise in a collective bargaining agreement.
- Probationary Employee: Employees who have not yet completed their probationary period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include probationary employees.

# **CITY OF SAMMAMISH PERSONNEL POLICIES**

<b>Subject: General Policies and Practices</b>	<b>Number: POL - 2</b>
	<b>Page: 1 of 2</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

## **2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, or sensory, physical or mental disability.

## **2.2 DISABILITY DISCRIMINATION PROHIBITED**

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

## **2.3 LIFE THREATENING/COMMUNICABLE DISEASES**

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance in a recognized job classification and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow City employees or the public exists.

## **2.4 SEXUAL HARASSMENT PROHIBITED**

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

Sexual harassment is behavior of a sexual nature which is unwelcome. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitute sexual harassment when:

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

Employees engaging in improper harassment are subject to discipline up to and including termination.

## **2.5 EMPLOYEE PERSONNEL RECORDS**

A personnel file for each employee is kept in the Human Resources Department. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

Employees have the right to review their file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, employees may file a written rebuttal statement to be placed in their file.

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

<b>CITY OF SAMMAMISH PERSONNEL POLICIES</b>	
<b>Subject: Recruiting and Hiring</b>	<b>Number: POL - 3</b>
	<b>Page: 1 of 4</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

### **3.1 RECRUITING**

Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence.

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

Any applicant supplying false or misleading information is subject to having their application rejected or, if hired, subject to immediate termination.

The City may provide reimbursement for selected candidates for their expenses incurred in conjunction with their participation in the selection process for exempt, eligible management level positions. Expenses must be approved for payment before the expenses are incurred.

### **3.2 HIRING**

When a regular full-time or part-time position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description, the need for such a position, and prepare and submit a written request to fill the position to the City Manager. The position may be posted and/or advertised only after the City Manager has approved the request.

Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities, except when specified in the Sammamish Municipal Code.

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with

any necessary endorsements. Driving records of applicants may be checked prior to employment and continuously throughout employment if the employee's position allows the employee to drive a City vehicle. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving. Employees with prior driving records, as determined by the City, may be subject to discipline up to and including termination.

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

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

### **3.3 TEMPORARY EMPLOYEES, SEASONAL WORKERS AND SUMMER WORKERS**

Department directors may use temporary employees, seasonal workers and summer workers to temporarily replace regular employees who are on vacation or other leave, to meet peak work load needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees, seasonal and summer workers may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws. The method of selection of temporary employees, seasonal workers, and summer workers shall be at the discretion of the City Manager.

**Compensation/Benefits:** Temporary employees, seasonal and summer workers are eligible for overtime pay as required by law. Temporary employees, seasonal and summer workers do not receive retirement, vacation leave, sick leave, health insurance, holidays or any other benefits during their employment unless otherwise provided by a collective bargaining agreement.

Temporary employees, seasonal and Summer workers shall serve at the discretion of the City Manager. Pay rates for temporary employees, seasonal workers, and summer workers shall be established through adoption of the annual budget.

Temporary employees, seasonal and summer workers pay contributions to the Social Security Administration, as does the City on their behalf. Temporary employees, seasonal workers, and summer workers will normally not be placed in the state PERS retirement system, unless they work over seventy (70) hours per month for more than five (5) consecutive months in a twelve (12) month period.

### **3.4 REGULAR PART-TIME EMPLOYEES**

A regular part-time employee is an employee who has successfully completed a Probation period as defined in these policies and who regularly works less than forty (40) hours a week. Regular part-time employees who work at least twenty (20) hours a week shall receive employee benefits on a pro rata basis during their employment, including retirement, vacation leave, sick leave, health insurance, holiday pay, and other employee benefits identified in these Personnel Policies.

### **3.5 PROBATIONARY PERIOD**

Upon hire or appointment, all regular employees enter a Probation period that is considered an integral part of the selection and evaluation process. The Probation period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

The normal Probation period is six to twelve months from the employee's date of hire, rehire or promotion. The City Manager may authorize the department director to extend the Probation period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance, unless otherwise provided by a collective bargaining agreement.

Once the Probation period is successfully completed, the employee may be certified to regular employment status. Satisfactory completion of the Probation period does not create an employment contract or guarantee employment with the City for a specified duration.

Use of Sick Leave/Vacation During Probation Period: Probation employees may use their accrued sick leave from the beginning of their employment, but may not use earned vacation until they have successfully completed their Probation period.

Probation is an extension of the selection process and failure to satisfactorily complete the probationary period as determined by the City Manager or department directors does not grant any right to appeal under these policies. Employees on probation may be terminated without cause by the City Manager.

### **3.6 EMPLOYMENT OF RELATIVES**

The immediate family of current city employees and City Council members will not be employed by the City where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
2. One party would handle confidential material that creates improper or inappropriate access to that material by the other;

3. One party would be responsible for auditing the work of the other; or
4. Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the City.

Immediate relatives shall include: spouse, child, step child, parent (including in-laws and step or half-parent), brother or sister, step brother or step sister, half brother or half sister, grandparents, son-in-law, daughter-in-law, or grandchildren. This policy shall also apply to persons related by blood or marriage and/or residing in an employee's home.

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

### **3.7 PROMOTIONS**

The City encourages promotion from within the organization whenever possible. All openings will be posted so that employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the City Manager may choose to circulate a promotional opportunity within the City.

The City reserves the right to seek qualified applicants outside of the organization at its discretion.

All openings will be posted on the City bulletin board. To be considered for promotion, an employee must be employed in their position for at least six (6) months, and meet the qualifications for the vacant position.

New Probation Period: After promotion to a new position, a new Probation period of six (6) months must be completed, unless waived or reduced by the department. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee or a similar position having the same rate of compensation.

# CITY OF SAMMAMISH PERSONNEL POLICIES

<b>Subject: Hours and Attendance</b>	<b>Number: POL - 4</b>
	<b>Page: 1 of 3</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

## 4.1 WORKING HOURS

The City's normal work week is Monday through Friday from 8:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch period. Due to the nature of the City's operations, alternative and/or longer hours may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules, such as in the case of police and fire employees, may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding his/her specific working hours.

Part-time and temporary employees will work hours as specified by their department heads.

## 4.2 HOURS OF WORK AND OVERTIME

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations.

For most City employees, the established work period is forty (40) hours within a seven (7) day work week unless otherwise provided in the collective bargaining agreement. All personnel are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than the maximum numbers of hours during a work period. All overtime must be authorized in advance by the employee's department head. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is not counted as hours worked.

Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive overtime pay but may receive informal paid leave in lieu of overtime pay. An exempt employee is paid to perform a job which may not necessarily be completed in a normal work week. In recognition of the extra time demands of certain exempt positions, informal paid leave may be granted by the City Manager at his/her discretion as recognition of such extended/extra work hours.

#### **4.3 ALTERNATIVE WORK SCHEDULE AND FLEX TIME**

In accordance with the Washington's Commute Trip Reduction Law and the Washington Clean Air Act, the City has established a policy to allow for alternative work schedules and/or flex time for city employees. Flex-time schedules and compressed work or modified compressed work weeks are encouraged where and when practical.

#### **4.4 COMPENSATORY TIME**

Non-exempt employees entitled to overtime pay may request compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's department head. The City is not required to grant compensatory time instead of overtime pay. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. After maximum accrual, overtime compensation shall be paid.

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

Employee compensatory time balances may be reviewed at least annually as part of the City's budget process.

#### **4.5 ATTENDANCE**

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

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

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

#### **4.6 UNUSUAL WEATHER CONDITIONS**

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. It is expected that employees make every reasonable effort to report to work without endangering their personal safety.

An employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to: vacation, floating holiday, compensatory time, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

#### **4.7 BREAKS AND MEAL PERIODS**

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

#### **4.8 CALL BACK**

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

#### **4.9 PAYROLL RECORDS**

The official payroll records are kept by the Human Resources Director and Finance Department. Each department head shall turn in on a monthly basis a signed work record for each employee within their department, noting hours worked, leave taken and overtime worked. The City Manager shall sign work records for department heads.

# CITY OF SAMMAMISH PERSONNEL POLICIES

<b>Subject:</b> Compensation	<b>Number:</b> POL - 5
	<b>Page:</b> 1 of 2
<b>Effective Date:</b>	<b>Approved:</b> City Council

## 5.1 SALARY CLASSIFICATION AND GRADES

It is the responsibility of the City Council to establish through approval of the annual budget the salary ranges for all positions in the City of Sammamish. Each job title within the City is classified into one of the City's classifications for salary purposes. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which is approved annually by the City Council.

## 5.2 EMPLOYEE PAY RATES

Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will start their employment at the minimum wage rate for their classification. The City Manager, however, may hire a new employee at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.

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

The City Manager may propose and the City Council may grant an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted to a position in a higher classification and salary range shall receive the next highest available pay step in the new range.

Temporary and seasonal workers pay shall not exceed the amount set by the City Council.

### **5.3 PAYDAYS**

City employees are paid monthly on the 5th and 20<sup>th</sup> day of each month. If a regularly scheduled payday falls on Saturday or Sunday or a holiday, pay checks will be distributed on Friday.

### **5.4 DEDUCTIONS**

Some regular deductions from the employee's earnings are required by law; other deductions are allowed by law and specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, by applicable collective bargaining agreement, when allowed by statute.

### **5.5 TRAVEL AWAY FROM THE CITY**

All travel away from the City must be approved in advance by the City Manager. If private automobiles are used, employees will be reimbursed at the approved rate per mile.

### **5.6 TRAVEL EXPENSE REIMBURSEMENT**

City employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging and travel expenses while away, but excluding any expenses for alcoholic beverages. Tips, not to exceed 15%, for meals, taxis, or baggage handling are reimbursable.

Requests for reimbursement, including receipts, shall be submitted on an expense report form signed by the employee and the department head.

### **5.7 COMPENSATION UPON TERMINATION**

When an employee's employment with the City is terminated, the employee will receive the following compensation:

1. Regular wages for all hours worked up to the time of termination which have not already been paid.
2. Any overtime or holiday pay due.
3. A lump sum payment of any accrued but unused vacation, sick leave, and compensatory time.

<b>CITY OF SAMMAMISH PERSONNEL POLICIES</b>	
<b>Subject: Performance Evaluations and Training</b>	<b>Number: POL - 6</b>
	<b>Page: 1 of 1</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

**6.1 PERFORMANCE EVALUATIONS**

To achieve the City's goal to train, promote and retain the best-qualified employee for every job, the City conducts periodic performance evaluations for all positions. The City Manager is responsible for developing and maintaining the City's performance evaluation program. Employees are to be evaluated by their department heads prior to completion of their probation period and annually thereafter.

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

**6.2 TRAINING POLICY**

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

**6.3 TUITION REIMBURSEMENT**

The City seeks to provide educational opportunity and incentive to regular full-time employees who have successfully completed their probation. The City recognizes that job related education and training benefits both the employee and the City and, therefore, provides educational assistance.

<b>CITY OF SAMMAMISH PERSONNEL POLICIES</b>	
<b>Subject: Benefits</b>	<b>Number: POL - 7</b>
	<b>Page: 1 of 3</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

### **7.1 RETIREMENT BENEFITS**

The City makes contributions and maintain on behalf of all eligible employees a benefit plan as a substitute for participation in the Social Security System, in addition to those contributions made by the employee through payroll deductions. The plan shall consist of three benefits: 1) 401-A retirement plan, 2) life insurance, and 3) long-term disability.

Most regular full-time and regular part-time employees are covered under the Public Employees Retirement System (PERS). Eligibility, benefit levels and contribution rates are set by the State of Washington.

Employees intending to retire should notify the Human Resources Director of their intent to retire at least three months prior to the date of retirement.

### **7.2 DISABILITY BENEFITS (WORKERS COMPENSATION)**

The State Workers' Compensation Program covers all employees. This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost and medical costs due to job-related injuries or illnesses. All job-related injuries or accidents shall be reported immediately to the supervisor.

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

### **7.3 HEALTH INSURANCE BENEFITS**

Regular full-time and regular part-time employees and their dependents may be eligible to participate in the City's various insurance programs on the first day of the month following employment, unless the employee is hired on the first day of the month, then the employee's

insurance programs will be eligible participate on such date of employment. The Human Resources Department will explain the criteria for eligibility as established in the Benefits Contract upon hire. The City contributes toward the cost of premiums in the amounts authorized by the City Council. The employee through payroll deduction, if any, shall pay the remainder of the premiums. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

Temporary employees, summer workers and seasonal workers will normally not be eligible for health and welfare insurance benefits.

#### **7.4 CONTINUATION OF INSURANCE COVERAGE**

Workers Compensation Leave: An employee receiving Workers Compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months as long as they are in a paid status. The City also continues to pay for the employer's portion of health insurance premiums, (unless otherwise provided by the employees collective bargaining agreement) provided that the employee continues to pay their share of premiums, if any. After six (6) months, the employee's benefits shall cease unless the City Manager makes an exception based on the established criteria. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers Compensation benefits.

COBRA Benefits: Upon an employee's separation from service the employee may be eligible to continue City health insurance benefits, at the employees expense, to the extent provided under the federal COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA benefits.

Termination, Retirement, Leave of Absence: For eligible employees who terminate, retire or are on an approved leave of absence, the City will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

#### **7.5 UNEMPLOYMENT COMPENSATION**

City employees may qualify for State Unemployment Compensation after termination from City employment, as established by Washington State law.

#### **7.6 DEFERRED COMPENSATION**

Deferred compensation plans are available to all eligible city employees. Such voluntary plans provide the opportunity for long-term savings for retirement through regular deductions from one's salary.

## **7.7 MISCELLANEOUS BENEFITS**

The City may choose to offer additional medical and other benefits to exempt or non-exempt employees as provided by the City Council. These benefits, when offered, are at the option of the employee. If costs exceed the city's benefit contribution, the remainder of costs incurred are the responsibility of the employee. In the interest of equity of all eligible employees, regardless of their individual insurance choices, the City shall permit any employee who does not choose to allocate the City's benefit contribution entirely to insurance costs to assign an amount equal to the unused portion of the City's benefit contribution to a supplemental retirement plan as allowed by the Internal Revenue Code.

## CITY OF SAMMAMISH PERSONNEL POLICIES

<b>Subject:</b> Leaves	<b>Number:</b> POL - 8
	<b>Page:</b> 1 of 5
<b>Effective Date:</b>	<b>Approved:</b> City Council

### 8.1 VACATION LEAVE

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

<u>Years of Employment</u>		<u>Vacation Hours Earned</u>
1	Year	12 workdays
2	Years	13 workdays
3	Years	14 workdays
4	Years	15 workdays
5	Years	16 workdays
6	Years	17 workdays
7	Years	18 workdays
8	Years	19 workdays
9	Years	20 workdays
10	Years or more	21 workdays

All new employees shall accrue vacation leave from the date of employment. Employees must satisfactorily complete their probation period to be entitled to use vacation leave. Regular part-time employees will receive vacation leave on a pro-rata basis. Temporary employees, summer workers, and seasonal workers are not eligible for any vacation leave benefits unless otherwise provided by the collective bargaining agreement. Employees do not accrue vacation benefits during period of leave without pay.

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

Employees will be paid for unused vacation time upon termination of employment at the rate of 100 percent.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue vacation leave at the regularly prescribed rate during such absence if so approved by the City Manager. Vacation leave will accumulate at the regularly prescribed rate during vacation leave absences and absences due to sick leave. These leaves shall not accrue if the employee is in an unpaid status.

## 8.2 SICK LEAVE

### Sick leave - Accrual

- A. Sick leave at the rate of 12 workdays per year, one day per month or one shift per month, shall be granted to all regular full-time employees.
- B. Upon termination of employment due to an employee's death, retirement, layoff or resignation, all regular full-time employees shall be paid at twenty-five percent of unused sick leave.
- C. Sick leave credit shall accrue for the actual time for which the employee was in a paid status, including paid leave and vacation.
- D. All regular full-time non-union employees shall, after accruing the maximum accrual of ninety (90) days or shifts, have the option to sell back to the City up to 10 days or 10 shifts of sick leave per year at twenty-five percent rate of pay; provided, that the city has sufficient funds available and the employee maintains a minimum of sixty (60) days or shifts of sick leave. Should the employee elect to sell back sick leave, then their payoff at the time of separation shall be reduced by the number of days previously compensated.

### Sick leave -- Employee requirements

No payment for absence due to illness or injury will be allowed unless such employee completes the following requirements:

- A. An employee shall give prompt notice to their immediate supervisor, by telephone or otherwise, on their first day off duty;
- B. An employee shall show that they have taken treatment precautions or other acceptable, effective measures to correct the condition and return to duty as soon as reasonably possible;

- C. An employee off duty on paid vacation may be allowed to charge some of such absence to their sick leave account by reason of actual disability during that period;
- D. An employee shall be required to submit a report/letter from a doctor verifying the medical condition for which sick leave is taken. A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days or when the Department Director, after consultation with the Human Resources Director, believes that sick leave is being abused. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.

Employees who use all their accumulated sick leave and require more time off from work due to illness or injury may, with their department head's prior approval, request leave without pay. (See Leave Without Pay Policy.)

### **8.3 LEAVE WITHOUT PAY**

The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted.

### **8.4 JURY AND WITNESS LEAVE**

Employees who are called to serve on a jury or appear as a subpoenaed witness in any established court shall be released from work to do so. During the period of such absence, the employee on jury duty will receive full salary. An employee who is a subpoenaed witness will receive full salary upon proof that the testimony given was on behalf of the City. However, any jury or witness fees received by the employee must be endorsed or paid to the City. Employees who are absent from work for these purposes will retain seniority and all benefits.

The time away will not affect vacation or sick leave accruals. Employees who appear in court as the plaintiff or defendant in any action, wherein the City is not a party, shall not be paid for the time away from work unless that time is accrued vacation leave.

### **8.5 ADMINISTRATIVE LEAVE**

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the City as determined by the City Manager during the pendency of an investigation or other administrative proceeding.

## **8.6 MILITARY LEAVE**

The City shall provide all employees leave while performing military service in accordance with federal and state law. Employees are required to provide their supervisor with copies of their military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

## **8.7 FAMILY LEAVE**

The City recognizes the occasional need for time off to care for family members who have serious health conditions. This policy allows eligible employees to take reasonable leaves of absence for the birth, adoption of a child, or placement of a foster child; for the care of a spouse, child or parent who has a serious health condition; or because the employee is unable to perform the functions of his/her position due to a serious health condition.

The provisions of this policy shall comply with the Family and Medical Leave Act of 1993 and Chapter 49.78 R.C.W., the Family Leave Act of 1989 and amendments thereto.

## **8.8 BEREAVEMENT LEAVE**

Employees who suffer a death in the immediate family shall be granted three (3) full days of leave with pay; five (5) full days if the employee attends a funeral out of State. This leave shall be noted as funeral leave and shall not affect vacation or sick leave accumulations.

## **8.9 HOLIDAYS**

The following are recognized as paid holidays for all regular full-time and part-time employees:

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

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

All employees shall be entitled to one floating holiday per calendar year, subject to approval of the scheduled date by the employee's supervisor. Employees hired prior to July 1<sup>st</sup> shall be entitled to the floating holiday for the year hired. Employees shall be eligible to use to the floating holiday after April 1 of each year.

## 8.10 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

- Regular Part-Time Employees: All leaves, including holidays, and insurance premiums are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week.
- Temporary Employees: Temporary employees, including seasonal and summer workers, are not eligible to receive benefits, including leaves, holidays and insurance, unless otherwise provided by a collective bargaining agreement.

# CITY OF SAMMAMISH PERSONNEL POLICIES

<b>Subject: Employee Responsibilities and Conduct</b>	<b>Number: POL - 9</b>
	<b>Page: 1 of 5</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

## 9.1 GENERAL CODE OF CONDUCT

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

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

## 9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment or have financial interests which may conflict with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job.

## 9.3 REPORTING IMPROPER GOVERNMENTAL ACTION

In compliance with the Local Government Employee Whistleblower Protection Act, Chapter 42.41 RCW, it is the policy of the City to encourage employees to disclose any improper governmental action taken by city officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

## 9.4 POLITICAL ACTIVITIES

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

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

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

#### **9.5 NO SMOKING POLICY**

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

#### **9.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS**

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. The City does not assume responsibility for any theft or damage to the personal belongings of employees, and the City reserves the right to search employee's desks, lockers, and personal belongings brought onto City premises, if necessary.

The City furnishes computers for use in conducting City business. Because the computers are for City business, the City reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail, to ensure that the computers are not being used for non-City purposes.

#### **9.7 USE OF CITY VEHICLES AND EQUIPMENT**

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited, unless paid for by the employee. Other City equipment, including vehicles, should be used by employees for City business only. An employees' misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action, including termination.

## **9.8 CONTACT WITH THE NEWS MEDIA**

The City Manager or designated department heads shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The City Manager or department head may designate specific employees to give out procedural, factual or historical information on particular subjects.

## **9.9 SEAT BELT POLICY**

An employee operating or riding in City vehicles must wear a seat belt at all times and/or when operating their personal vehicle on City business.

## **9.10 DRIVER'S LICENSE REQUIREMENTS**

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her department head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her department head. Depending on the duration of the license suspension, revocation or other inability to drive and/or the nature of the offense, an employee may be subject to disciplinary action, including termination

## **9.11 SOLICITATIONS**

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by the City may not solicit, survey, petition, or distribute literature on City premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. Exceptions to this rule may be made in special circumstances where the City determines that an exception would serve the best interests of the organization and our employees.
2. Employees may not solicit other employees during work hours. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. The employee lunchroom is considered a non-work area under this policy.

## 9.12 SAFETY

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

In case of an accident involving a personal injury, employees shall immediately notify their department head or the City Manager.

Being exposed to a bloodborne pathogen may lead to sicknesses such as hepatitis, AIDS, or malaria. The City policy is to assure employees safety and a healthy work environment. The City shall comply with all statutory obligations for the prevention of exposure to bloodborne pathogens. Employees should familiarize themselves with the City's Safety Manual and follow it at all times. Failure to comply with this Manual will result in discipline up to and including termination.

Employee safety depends on the safety consciousness of everyone. In order to facilitate a safe work environment, employees, other than commissioned police officers, may not bring dangerous weapons to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit.

## 9.13 SUBSTANCE ABUSE

The City's policy on substance abuse has two focuses: (1) a concern for the well-being of the employee, and (2) a concern for the safety of other employees and members of the public.

When Job Performance is Affected: Disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol, or controlled substances (other than legally prescribed) during work hours. The City may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or controlled substances. An employee may be required to submit to alcohol or controlled substance testing when the City has reasonable suspicion that the employee is under the influence of controlled substances or alcohol. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

Substance Abuse Policy for Operators of Commercial Motor Vehicles: City employees who hold commercial driver's licenses ("CDLs") and who operate commercial motor vehicles while employed by the City are subject to additional rules and regulations imposed by federal law. These regulations require urine drug testing and alcohol breath testing in the following circumstances.

1. pre employment;
2. reasonable suspicion;
3. post-accident;
4. return to duty testing;
5. random testing.

CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination.

Drug-Free Workplace: Based on the federal Drug-Free Workplace Act, the manufacturing, distribution, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees is strictly prohibited. Employees must notify the City within five (5) days of any conviction for a drug violation in the workplace. Violation of this policy may result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.

<b>CITY OF SAMMAMISH PERSONNEL POLICIES</b>	
<b>Subject: Discipline and Termination</b>	<b>Number: POL - 10</b>
	<b>Page: 1 of 1</b>
<b>Effective Date:</b>	<b>Approved: City Council</b>

**10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION**

The policy of the City of Sammamish shall be to administer disciplinary action in a constructive and/or progressive manner so as to respond to or effectively correct unacceptable behavior. This allows employees, when appropriate, the opportunity to recognize and change their behaviors at the earliest possible time.

It is the policy of the City to take disciplinary action only when there is “just cause” for such action and further to ensure that all employees are granted their “due process” rights.

**10.2 LAYOFF**

The City Manager may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place.

Temporary employees or employees who have not completed their probationary period will be laid off before regular employees are affected, unless otherwise specified in a collective bargaining agreement. In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

**10.3 RESIGNATION**

An employee shall provide a minimum two (2) weeks notice of resignation. This time limit may be waived by the City Manager.



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

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**Subject:**  
Newsletter Policy

Meeting Date April 5, 2000 Date Submitted March 29, 2000

Department Originating Administration

**Clearances:**

<u>    X    </u> Administration/Finance	<u>          </u> Police
<u>          </u> Public Works	<u>          </u> Fire
<u>          </u> Building/Planning	<u>          </u> Attorney
<u>                                  </u>	<u>                                  </u> Committee

**Action Required:**  
Motion to approve policies

**Exhibits:**

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**Amount  
Budgeted:**

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**Summary Statement:**

In order to develop an effective City newsletter, it is essential to establish a policy that sets forth the purpose and procedures for the preparation of the publication. The attached newsletter policy sets forth the purpose, procedure and examples of acceptable announcements that will typically appear within the quarterly publication.

**Recommended Motion:**

Move to approve Resolution R2000-44 adopting Newsletter Policy



March 16, 2000

Mike Wilson  
City Manager  
City of Sammamish  
704 228th Ave. NE PMB 491  
Sammamish, WA 98053

RECEIVED  
MAR 20 2000  
BY: *Cl*

Mike,

Here is some information you requested for the City of Sammamish newsletter. I have been able to determine that the city has about 1050 households and businesses, based on information from Ruth Miller and your planning department. These printing costs are based on 11,000 copies, which gives enough extra for office copies and other needs. When we get down to actually doing this newsletter I'll get the exact counts from the post office. For now, 11,000 seems to be a good number to use to estimate costs.

The bids below are based on two types of paper.

1. White satin (Tukwila newsletter is example of this paper)
2. 70 pound white (Sumner newsletter example)

Bids are based on two color combinations (black is one color):

- 3-over-3 (3 colors all pages)
- 3-over-2 (Like Sumner, 3 colors front and back pages, 2 colors on inside pages)

City of Sammamish newsletter, 8 pages

Printing:

White satin, 3-over-3	\$3,300
70 lb white, 3-over-3	\$2,650

White satin, 3-over-2	\$2,900
70 lb white, 3-over-2	\$2,250

Editorial:	\$950
Mailing prep/delivery	\$160
Tax:	8.1%
Postage	\$1,250 (based on Postal Customer bulk mailing .119 per piece - postage not subject to tax)

Totals: (Everything including tax and postage)

White satin, 3-over-3	\$6,017
70 lb white, 3-over-3	\$5,314

White satin, 3-over-2	\$5,584
70 lb white, 3-over-2	\$4,882

I've enclosed a copy of the Tukwila newsletter as well as pages from the Kirkland and Des Moines newsletters that show the "Council Actions" column we talked about. I've asked Kirkland to send you a copy of their latest newsletter directly. We can shop around from different paper if you want a better selection. I'll let you read this over for a few days and give you a call.

Steve Botkin



**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2000-44**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING A NEWSLETTER POLICY**

WHEREAS, the City Council of the City of Sammamish has made a commitment to communicate with the citizens of the City to provide information about what is happening in the City; and

WHEREAS, the City Council has determined that a City newsletter shall be one method for such communication with its citizens;

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

Section 1. The City Newsletter Policy attached hereto as Exhibit "A", as presently constituted or hereafter amended, is hereby adopted as the City's Newspaper Policy.

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

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Jack Barry

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Ruth Muller, Acting City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No. R2000-44

# CITY OF SAMMAMISH ADMINISTRATIVE PROCEDURE

<b>Subject: City Newsletter</b>	<b>Number: ADM-1</b>
<b>Group: Administration</b>	<b>Page: 1 of 2</b>
<b>Effective Date:</b>	<b>Approved:</b>

## 1.0 PURPOSE:

The City newsletter is generally published on a quarterly basis and distributed to all postal box holders within the City limits and immediate surrounding vicinity and shall also be posted on the Worldwide Web Site. It is also distributed through City and community facilities. Text, graphics, and photos make up the newsletter.

## 2.0 PROCEDURE:

- 2.1 The newsletter will be prepared by an independent consultant with experience and training in journalism, editing, and public relations. The consultant shall be recommended by the City Manager and City Council for approval of a service agreement.
- 2.2 An outline of the proposed publication shall be presented to the Finance Committee for review on or before the first Friday of the month preceding the publication date with comments/approval of the outline of proposed articles by the following Monday.
- 2.3 Prior to publication, the camera ready copy shall be reviewed by the City Manager, or his/her designee, to make certain the publication is prepared consistent with the goals and format established by City policy.
- 2.4 The publication shall be sent out by the targeted publication dates of January 1, April 1, July 1, and October 1.
- 2.5 The newsletter shall include a column for the Mayor's message. This section should not occupy more than approximately 300 words. The message should focus on announcements of civic pride, congratulations, support and appreciation. It may also include response to particular issues such as tight budgets, community events or local disasters.

- 2.6 The newsletter may include a calendar of coming events. Events should be limited to meetings, workshops, and major civic or public events.
- 2.7 The newsletter may include within the text, or as an additional insert, surveys/opinion cards related to pertinent issues. Examples of past surveys have included Comprehensive Plan, parks/open space planning, transportation and sidewalks planning, and interest in various mailing lists.
- 2.8 The newsletter copy should avoid concentration on a particular department or function within the City, avoid publishing quotes from City officials or staff, and endeavor to provide “general” credit for achievement of City goals, objectives, and programs.
- 2.9 A mix of graphics, photos, and text should be used to highlight various items and provide visual interest.
- 2.10 The newsletter copy and presentation may be scanned and used as visual copy for publication on the City’s internet Web page.

### 3.0 EXAMPLES OF ACCEPTABLE ANNOUNCEMENTS:

#### 3.1 Information:

- Sammamish Police to focus on community policing.
- Actions taken to enhance building and land use code enforcement.
- US Postal facilities and new area codes.
- Questions and answers about building permits.
- Recycling questions and answers.
- Collaboration with Issaquah and Lake Washington school districts.
- Rules on political signs changing.

#### 3.2 Recognition/Celebration:

- Parks and street grant funding awards.
- City commences the development of Comprehensive Plan.
- Sammamish celebrates 1<sup>st</sup> year of incorporation.
- New development standards adopted.
- 228<sup>th</sup> Ave E. street project commences.
- New Parks Plan adopted.
- City Council selects members to the Parks Commission.
- City hires new staff members.

#### 3.3 Announcement:

- City Council appoints members to the Comprehensive Planning Citizens’ Advisory Board.
- Transportation/Roads Planning Community workshop December 22.

- City acquires property for parks and to protect open space.
- Public Hearing on Six-year Transportation Plan.
- Police bring School Resource Officer program to schools.
- Register to vote, obtain marriage licenses.
- Listing of elected officials.
- Listing of key phone numbers.
- Other promotional items, such as “10 things to Preserve our Quality of Life.”

**CITY COUNCIL ROLL CALL**

DATE: April 5, 2000

<u>NAME</u>	<u>PRESENT</u>	<u>EXCUSED</u>	<u>ABSENT</u>
Mayor Jack Barry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Troy Romero	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phil Dyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Don Gerend	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ron Haworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kathleen Huckabay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kenneth Kilroy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>











April 5, 2000

## PROCEDURE FOR CLOSED RECORD HEARING

After the Clerk reads the title of this agenda item, the Mayor announces: **The hearing on the appeal of the Hearing Examiner's decision in regard to the preliminary plat of the Crosswater Subdivision is now open.**

Mayor then states: **Because this is a quasi-judicial matter, the law known as the "Appearance of Fairness Doctrine" requires Councilmembers to disclose information that might affect their ability to be fair and impartial. I will now ask the Council a series of questions so that we may comply with the requirements of the law:**

- **Do any Councilmembers have any interest in the property that is the subject of this hearing?**  
[If a Councilmember indicates that they do have an interest, the Mayor should inquire whether they intend to participate in the hearing? The answer should be "no"; otherwise, they would have a conflict of interest.]
- **Do any Councilmembers stand to gain or lose financially as a result of the outcome of this hearing?**  
[If a Councilmember answers, "yes", they should not participate in the hearing. A financial interest is a conflict of interest.]
- **Has any Councilmember engaged in any communication, outside this hearing, with opponents or proponents on the matter to be heard? If so, I ask you to state the substance of such communications so that other interested parties may have the right at this hearing to rebut the substance of the communication.**  
[Communications may be in any form: oral, written, or electronic. Any Councilmember who has been contacted should now disclose the communication by stating who contacted them, approximately when, and the substance of the communication. ]

Mayor then addresses the public: **Does anyone object to any Councilmember participating in these proceedings?** [If there are objections, ask the objecting party to state the reasons for their objection. A Councilmember who receives an objection will then have to decide whether to participate in the hearing. The Councilmember may consult with the City Attorney if necessary.]

Mayor: **The hearing will proceed in the following order: First, we will receive a background report from staff. After that report, we will address the issue of the standing of appellants Vitale and Michelman to participate in this appeal. To assist the Council in making this determination, the representative of the applicant and the representative of appellants Vitale and Michelman will each be provided 5 minutes to present arguments. Council will then make a determination on the standing issue.**



Following the determination of standing, Council will receive argument on the appeal from the appellant, or appellants, as the case may be. After appellants' arguments, we will hear the response of the applicant, Brian McCabe. We ask the parties to limit their arguments to no more than 10 minutes. At the conclusion of the opening arguments, each side will be given an additional 3 minutes for rebuttal. When making rebuttal arguments, we ask that you not repeat arguments previously made. At the conclusion of the arguments, Council will deliberate. Any questions?

**We will now receive the staff report.**

After the staff report, Mayor states: **We will now address the matter of standing. Will the applicant's attorney please present argument on the standing issue and limit your argument to 5 minutes?** When applicant's attorney is done, invite the attorney representing the Vitales and Michelmans to present their argument on standing. They, too, are limited to 5 minutes. Following the arguments: **Do any Councilmembers have questions for the attorneys?** Council then decides whether the Vitales and Michelmans have standing to bring their appeal. This should be accomplished by Council discussion followed by a Councilmember making a motion. The motion would be either to find that the Vitales and Michelmans have standing to proceed with their appeal, or to find that they do not have standing to proceed with their appeal.

When the decision on standing is made, Council then proceeds to hear the arguments on the appeal. Mayor: **We will now hear from the parties on the substantive issues of the appeal(s). Each party has 10 minutes for an opening argument and 3 minutes for rebuttal. We will begin with the appellant(s).**

Following the arguments, Council discusses the matter. Council can ask questions of staff, the applicant or the appellants if necessary. The questions, however, should be designed only to elicit evidence from the record. When discussion is concluded, the hearing should be closed. A Councilmember should then make a motion in regard to the appeal.\*

Sample motions:

- **To accept the Hearing Examiner's decision to approve the subdivision: I move to deny the appeal and accept the Hearing Examiner's decision to approve the Crosswater subdivision, subject to the conditions set forth**

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\* Note: the Hearing Examiner Rules provide that any final action taken by Council shall be by ordinance and shall include findings of fact and conclusions from the record. Therefore, the Council motion – if it will be a final action - should direct staff to prepare an ordinance in accordance with the Council's findings and conclusions.



**in the Hearing Examiner's decision, and to direct staff to prepare an ordinance in conformity with the Examiner's findings and conclusions.**

- If additional information or clarification or further consideration by the Hearing Examiner is required: **I move to remand this matter to the Examiner in order to [obtain the following information] or [obtain clarification of the following issues(s)] or [give further consideration to \_\_\_\_\_].**
- If Council determines that the decision of the Examiner is based on an error of judgment or conclusion, Council may modify or reverse the recommendation. In order to do so, the motion should clearly state the basis for modifying or reversing the recommendation and cite the evidence in the record which supports the motion: **I move to [modify] or [reverse] the Examiner's decision in regard to \_\_\_\_\_ because the decision is in conflict with the following evidence in the record: \_\_\_\_\_.**  
[The motion should include direction to staff to prepare an ordinance in conformity with Council's findings and conclusions.]

