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10-08-1998

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Council Packet

Meeting Date:

10/8/1998

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
October 8, 1998 - 7:30 p.m.

CALL TO ORDER - Mayor Thomasson

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC: At this time you are invited to comment on items that you wish to bring to Council's attention. Please limit your comments to three minutes or less.

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR*

1. Motion is to approve the minutes of September 24, 1998.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.080, have been recorded on a listing which has been made available to the City Council.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim check # through # in the total amount of \$

Payroll fund transfers in the total amount of \$

3. Motion is to award the contract for the Des Moines Transportation Plan Update to the Transpo Group in the amount of \$67,779.00 plus a 10% contingency, and further to authorize the City Manager to sign said contract substantially in the form as attached.
4. Motion is to recognize the week of October 12-16, 1998 as Voice of Democracy Week in the City of Des Moines.
5. Motion is to award the contract for providing and installing a new gate security system at the Des Moines Marina in the amount of \$44,484, including Washington State sales tax, plus a 10% contingency to Protection Technologies, Inc. and authorize the City Manager to sign the contract substantially in the form as attached.

*NOTE: Items on the Consent Calendar are either
routine or have been previously discussed.
Any item may be removed by a Councilmember.

OLD BUSINESS

1. 1999-2004 Capital Improvement Plan - Continued Review

SUMMARY: Council will continue discussion and review from the Council meeting of October 1, 1998. Section covered will be the Municipal Capital Improvement projects.

2. Draft Resolution No. 98-217 Final Plat - Westwood - Continued Review

SUMMARY: Review of the request for final plat approval will continue. The residential subdivision is located at the 600 block of South 192nd Street. Council approval of the final plat will permit the applicant to build on and or sell individual lots into a 37 lot single family residential neighborhood.

3. Draft Ordinance No. 98-219 Comprehensive Plan Amendments - 2nd Reading

SUMMARY: On September 24, 1998, the Council passed the draft ordinance onto a second reading. Based on comments submitted to the Council, and after further review and consideration by Administration, the draft ordinance and proposed amendments to the Greater Des Moines Comprehensive Plan are designed to address each and every issue raised by the Growth Management Hearings Board in its May 16, 1998 Order finding noncompliance with certain provisions of the Growth Management Act.

NEW BUSINESS

1. Delivery of 1999 Preliminary Budget

SUMMARY: The City Manager will present the preliminary 1999 Budget Summary and Budget Appendix to the City Council and deliver the 1999 budget message.

2. Discussion: Commercial Vendors on City Property

SUMMARY: The City has received a few complaints from businesses regarding competition from mobile commercial vendors on City property. These mobile vendors have city business licenses. However, the city can restrict or eliminate commercial vendors from city owned property such as parks, marinas, etc., if some kind of permit or vendor policy is adopted. The question to Council is whether or not the city should adopt a system to regulate and restrict mobile vendors on city owned property.

3. Draft Resolution No. 98-159 Request for Waterline Easement - Parkside Wetlands

SUMMARY: The draft resolution would grant an easement in the Parkside Wetland area to Highline Water District to install, perpetually use and maintain a public water pipeline. Administration believes that although a small portion of a wetland will be affected, it is in the best interest of the public to allow the District to improve upon its public water system by granting the requested easement.

NEXT MEETING DATE – Regular Meeting of October 22, 1998

ADJOURNMENT



The Centex engineer wanted
to say:

"He will assure Council
that the new subdivision
will drain better than
City Hall."

A G E N D A I T E M

SUBJECT: 1999 Preliminary Budget

FOR AGENDA OF: October 8, 1998

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: October 1, 1998

ATTACHMENTS:

CLEARANCES:

☐ LEGAL _____

**APPROVED BY THE CITY MANAGER
FOR SUBMITTAL** 

RECOMMENDED ACTION

No action is recommended.

SUMMARY STATEMENT

The City Manager will present the preliminary 1999 Budget Summary and Budget Appendix to the City Council and deliver the 1999 budget message.

A G E N D A I T E M

SUBJECT: **COMMERCIAL VENDORS
ON CITY PROPERTY**

ATTACHMENTS:

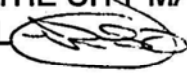
FOR AGENDA OF: October 8, 1998

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: September 28, 1998

CLEARANCES:

[] LEGAL

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL 

RECOMMENDED ACTION

It is recommended that Council discuss this issue and provide direction for Administration.

SUMMARY STATEMENT

This item is on the agenda at the request of a Councilmember. We have received a few complaints from businesses regarding competition from mobile commercial vendors on City property. In particular, the complaints are that people have been selling bait from trucks at the marina and at the Redondo fishing pier. The complaint is that this competes unfairly with established stores at the marina and Redondo who have fixed overhead and expenses all year. A similar concern has been heard, but not filed, regarding mobile espresso and ice cream vendors competing with restaurants.

These mobile vendors have city business licenses. However, the city can restrict or eliminate commercial vendors from city owned property such as parks, marinas, etc., if we adopt some kind of permit or vendor policy. The question is whether or not the city should adopt a system to regulate and restrict mobile vendors on city owned property.

THE UNITED STATES OF AMERICA

DEPARTMENT OF STATE

OFFICE OF THE ASSISTANT SECRETARY FOR PUBLIC AFFAIRS

WASHINGTON, D. C. 20520

FOR IMMEDIATE RELEASE

1960-07-11

ATTENTION

TO:

ALL AMERICAN EMBASSIES

FROM: THE ASSISTANT SECRETARY FOR PUBLIC AFFAIRS

SUBJECT: [REDACTED]

REFERENCE: [REDACTED]

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
CITY OF DES MOINES, WA

SUBJECT:
Request For Approval of an Easement

FOR AGENDA OF October 8, 1998
DEPT. OF ORIGIN Community Dev.
DATE SUBMITTED Sept. 14, 1998

ATTACHMENTS:

1. Waterline Block Map
2. Wetland Map
3. Water District Correspondence (9-9-1998)
4. Easement for Proposed Water Pipeline
5. Draft Resolution No. 98-159

CLEARANCES:

- ☒ COMMUNITY DEVELOPMENT
☒ PUBLIC WORKS
☒ LEGAL
☒ PARKS/RECREATION
☒ APPROVED BY CITY MANAGER

RECOMMENDED ACTION

Recommendation:

Administration recommends that the city grant an easement to allow Highline Water District to install, perpetually use and maintain a public water pipeline.

Suggested Motion:

"I move to adopt Draft Resolution No. 98-159 granting an easement to the Highline Water District allowing for the installation, perpetual use and maintenance of a public water pipeline."

SUMMARY STATEMENT

This is an agenda item that was originally scheduled on the June 25, 1998 consent calendar but was removed at the request of a Councilmember to allow administration to confer with the Water District and "double check" that the waterline loop is actually needed. As Council may recall, the request involves granting a 20 foot-wide easement to Highline Water District allowing for the installation, perpetual use and maintenance of a public water pipeline. The proposed pipeline would be installed on city property, which was acquired by the city as part of the Parkside Wetland acquisition preservation program. The 20-foot wide easement is needed to loop two existing waterlines—one a 6-inch water line within 25th Avenue South and the other a 12-inch line within the unopened 26th Avenue South right-of-way. The easement and pipeline is proposed to be located mid block between South 244th Street and unopened South 246th Street (See Attachment 1). The District states that the loop in the waterline is needed to help stabilize pressure in the system, provide better water circulation which reduces the chances of contamination, and to minimize sediment build up that tends to occur where there are long stretches of dead end pipe. The existing waterline in 25th Avenue South is a downward sloping dead end line that is approximately 450 feet long and has a pressure of approximately 81 p.s.i. This dead end line serves and potentially affects an estimated 24 Des Moines citizens who reside on the west side of 25th Avenue South.

If the proposed easement is granted, it will allow the District to work within a portion of lots 11, 12, 29, and 30 within Block 14 which is shown Attachment 2. A very small portion of the Parkside wetland is located within this requested easement area and would be disturbed as a result of the installation of the proposed water line; this is also depicted on Attachment 2. Administration has inspected the proposed easement corridor and determined that, although approximately 2-3 trees may be affected along with native undergrowth, it is the best location along this street to make a crossing.

The following information was obtained from the records of the Bureau of the Census, Department of Commerce, for the years 1947 through 1954:

1. The total number of persons in the United States who were employed in the manufacturing industry was 14,000,000 in 1947, 14,500,000 in 1948, 15,000,000 in 1949, 15,500,000 in 1950, 16,000,000 in 1951, 16,500,000 in 1952, 17,000,000 in 1953, and 17,500,000 in 1954.

2. The total number of persons in the United States who were employed in the service industry was 10,000,000 in 1947, 10,500,000 in 1948, 11,000,000 in 1949, 11,500,000 in 1950, 12,000,000 in 1951, 12,500,000 in 1952, 13,000,000 in 1953, and 13,500,000 in 1954.

3. The total number of persons in the United States who were employed in the agricultural industry was 5,000,000 in 1947, 5,000,000 in 1948, 5,000,000 in 1949, 5,000,000 in 1950, 5,000,000 in 1951, 5,000,000 in 1952, 5,000,000 in 1953, and 5,000,000 in 1954.

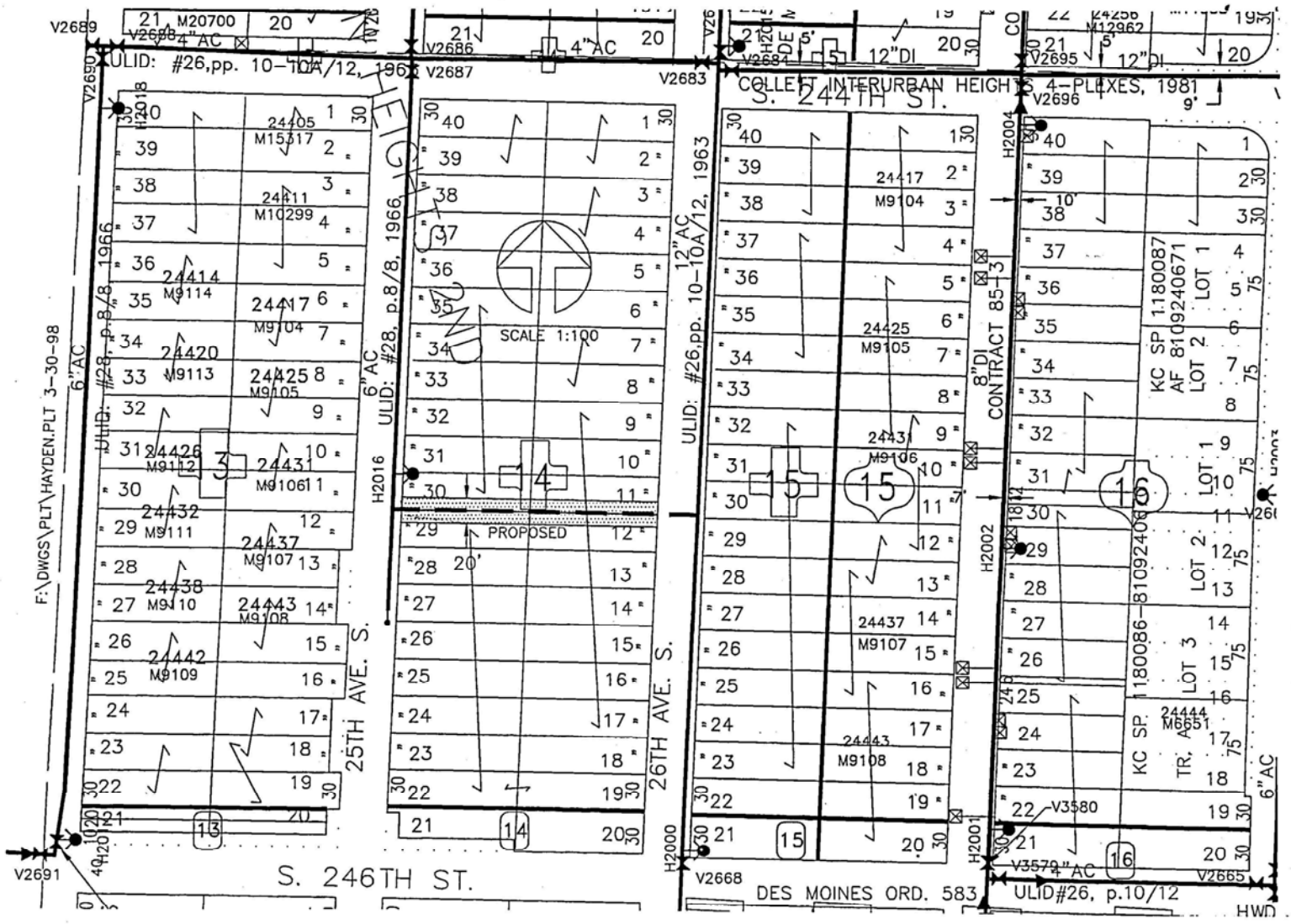
4. The total number of persons in the United States who were employed in the transportation industry was 2,000,000 in 1947, 2,000,000 in 1948, 2,000,000 in 1949, 2,000,000 in 1950, 2,000,000 in 1951, 2,000,000 in 1952, 2,000,000 in 1953, and 2,000,000 in 1954.

5. The total number of persons in the United States who were employed in the construction industry was 1,000,000 in 1947, 1,000,000 in 1948, 1,000,000 in 1949, 1,000,000 in 1950, 1,000,000 in 1951, 1,000,000 in 1952, 1,000,000 in 1953, and 1,000,000 in 1954.

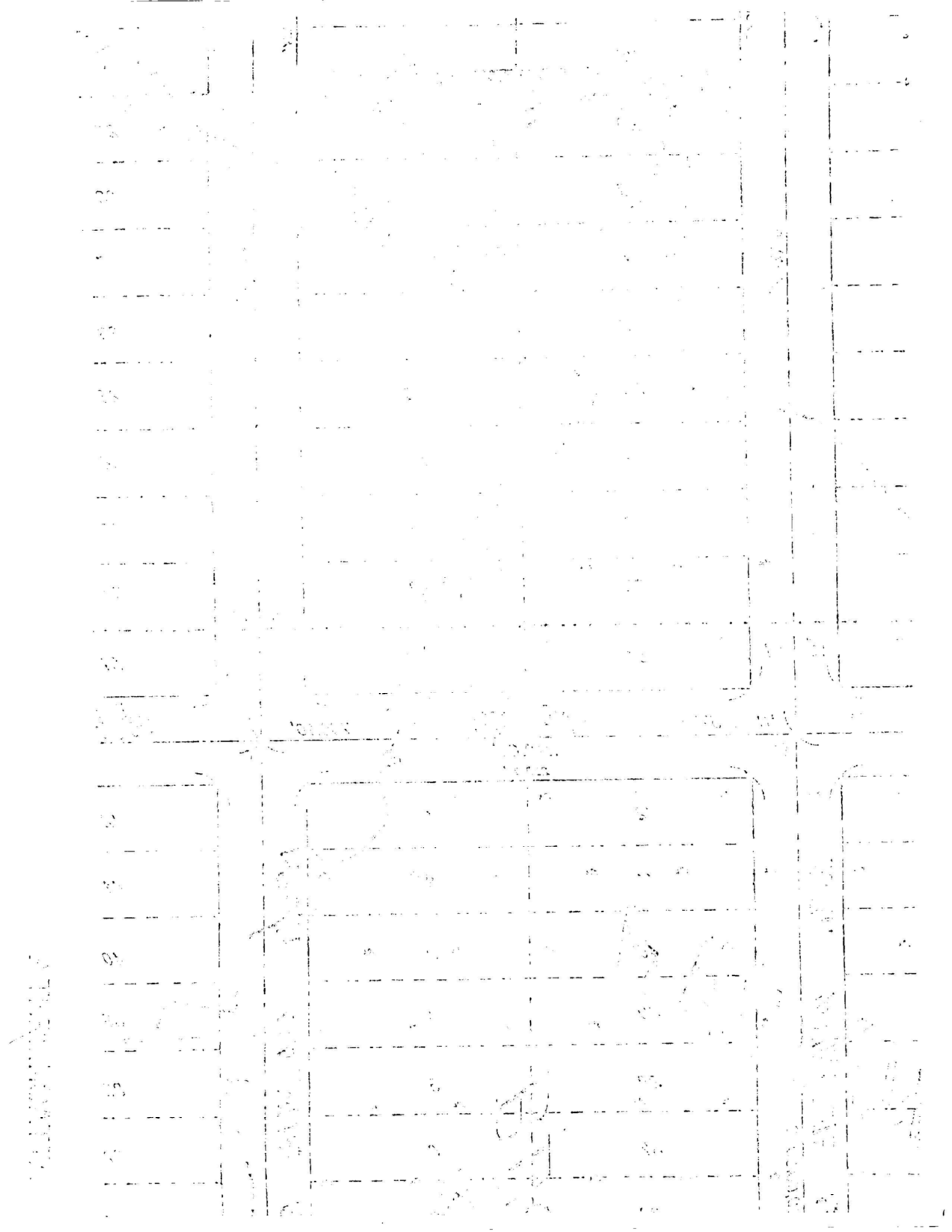
6. The total number of persons in the United States who were employed in the government industry was 1,000,000 in 1947, 1,000,000 in 1948, 1,000,000 in 1949, 1,000,000 in 1950, 1,000,000 in 1951, 1,000,000 in 1952, 1,000,000 in 1953, and 1,000,000 in 1954.

Other areas are more heavily vegetated or would disturb more wetland area. Approval for work within the wetland area by the Community Development Director is required as specified in DMMC 18.86.101 prior to installation of the pipeline, if an easement is granted. City administration would specify exact restoration requirements at that time. If the easement is not granted and the waterline loop is not installed, the District will have to manually maintain the waterline system by blowing out stagnant water at the dead end of the line within 25th Avenue South on a regular basis or when the District receives complaints from citizens in this area. This is an expensive and time consuming operation which is not as affective as looping the dead end lines as proposed. Administration believes that although a small portion of a wetland will be affected, it is in the best interest of the public to allow the District to improve upon its public water system by granting the requested easement.

P:USERS/ROB/WORD6/CTY-CNCL/WATER-DIST-EASEMNT.DOC



ATTACHMENT 1





September 9, 1998

Previously sent by FAX
transmission on 9/9/98

Serving the Southwest Metropolitan Area since 1946

Mr. Robert Ruth
Senior Planner
Community Development
City of Des Moines
21650 - 11th Avenue South
Des Moines, WA 98198

FAX: 870-6544

Re: Justification for acquiring easement across the north part of
City property

Dear Mr. Ruth:

In order to continue to provide the best quality potable water to all customers of the Highline Water District, and the City of Des Moines, our Highline Water District policy is to eliminate deadend mains. Elimination of deadend mains is an industry standard.

In order to eliminate the deadend main between 25th Ave. S. and 26th Ave. S. - south of 244th St., an easement is required on the City's property. The easement will by-pass the wetlands area. Without the easement, the deadend main will continue to be a potential area where water can stand and become stagnant and stale, requiring continual HWD maintenance.

Therefore we respectfully request that the City of Des Moines grant this easement. If you have any questions, feel free to call me at 206-824-0375, Ext. 142.

Sincerely,

Patricia S. Shade
for KEITH A. HARRIS, P.E.
Manager, Planning/Construction

Cc: ~~Elias~~ General Manager - Planning/Construction



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Filed for Record at Request of:

City of Des Moines
805 South 219th Street
Des Moines, WA 98198-6393

Attn: Robert Ruth
Senior Planner

EASEMENT FOR WATER PIPELINE

THIS AGREEMENT by and between the CITY OF DES MOINES, a municipal corporation, Washington, hereinafter termed "Grantor", and the HIGHLINE WATER DISTRICT, a municipal corporation of King County, hereinafter termed Grantee".

WITNESSETH:

That the said Grantor for valuable consideration, and for the benefit of the public, does by these presents grant unto the Grantee, a non-exclusive easement or right-of-way for a domestic water pipeline with the necessary appurtenances through, over, and across the following property, described as follows:

A twenty (20) foot-wide easement within the following described real property:

The north 10 feet of lots 12 and 29, and the south 10 feet of lots 11 and 30 located in block 14 of Interurban Heights Second Addition to Des Moines all in the northeast quarter of Section 21, Township 22 North, Range 04 East, of Willamette Meridian, King County, Washington.

Said Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said easement for the purpose of constructing, maintaining, repairing, altering, or reconstruction said water pipeline, or making any connections therewith, without incurring any legal obligation or liability therefore; provided that such shall be accomplished in a manner that existing landscaping and private improvements shall not be disturbed or destroyed, or in the

THE STATE OF TEXAS,
COUNTY OF DALLAS,
SS. I, the undersigned, Clerk of the County Court,
do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears of record in the County Clerk's Office.

WITNESSED my hand and the Seal of said County at Dallas, Texas, this 1st day of May, 1906.

CLERK OF COUNTY COURT

NOTARY PUBLIC

THE STATE OF TEXAS,
COUNTY OF DALLAS,
SS. I, the undersigned, Clerk of the County Court,
do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears of record in the County Clerk's Office.

WITNESSED my hand and the Seal of said County at Dallas, Texas, this 1st day of May, 1906.

CLERK OF COUNTY COURT

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CLERK OF COUNTY COURT

NOTARY PUBLIC

Water Pipeline Easement
Highline Water District/City of Des Moines
Page 2

event that they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee; and further provided that Grantee obtains all required permits and approvals from Grantor as may be necessary; except and unless it is mutually agreed upon that an emergency exists under which circumstance any required permits or approvals shall be obtained after-the-fact by Grantee.

The Grantor shall retain the right to use the surface of said easement if such use does not interfere with installation or maintenance of the water pipeline. However, the Grantor shall not erect buildings or structures on the easement.

No enlargement or alteration of the water pipeline system is permitted without prior approval of the Grantor.

The Grantee hereby assumes sole financial responsibility for the maintenance of the water pipeline.

The Grantee shall hold harmless the Grantor, as a result of the existence, operation or use of the water pipeline system, from all maintenance, costs, including attorney fees, expenses, losses and damages, including, but not limited to, the removal of "hazardous materials".

It is expressly understood that the Grantor reserves the right to cancel and declare null and void this water pipeline Easement in the event "Hazardous Material" is deposited upon or discovered in the Easement area or upon any real property adjacent to the Easement area, whether or not said real property is owned by the Grantor. For the purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 USC Section 9601, et seq., and as hereinafter amended. Grantor shall not be able to exercise its right to cancel this Easement until after Grantor provides Grantee with at least seventy-two (72) hours notice of intent to cancel for a reason described in this paragraph and Grantee fails to take prompt remedial action to the satisfaction of Grantor.

This easement shall be a covenant running with the land and shall be binding upon the successors, and assigns of the Grantor and Grantee.

DATED this _____ day of _____, 1998, at Des Moines, WA.

THE CITY OF DES MOINES
A Municipal Corporation

By _____
Robert L. Olander, City Manager
City of Des Moines

1. The first of these is the fact that the Commission has not yet received any information from the Government of the Republic of China (Taiwan) regarding the situation in the region. The Commission is therefore unable to provide any information on this matter.

10. $\frac{1}{1000000} = 10^{-6}$ is the probability that a randomly selected person has a certain disease. If 1000 people are selected at random, what is the probability that at least one of them has the disease?

POLYMER LETTERS

Vol. 9, pp. 607-610
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0360-6376/71/0009-0607\$01.00

Printed in the United States of America

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed changes to the law of the United Kingdom in relation to the treatment of the British Commonwealth countries.

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Journal of Internal Medicine 255: 103–110

1. DO NOT REPLY TO THIS LETTER

Water Pipeline Easement
Highline Water District/City of Des Moines
Page 3

STATE OF WASHINGTON)
 } ss.
COUNTY OF KING

On this day personally appeared before me Robert L. Olander who did say he is the City Manager of the City of Des Moines, a municipal corporation, and the person that executed the foregoing Easement and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 1998.

Notary Public in and for the State of
Washington, residing at _____,
Washington.
My commission expires _____

Community Development's First Draft 6-8-98
DRAFT RESOLUTION NO. 98-159

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving an easement allowing the installation, perpetual use and maintenance of certain real property for a public water pipeline and authorizing the city manager to sign the same.

WHEREAS, Highline Water District has requested that the City of Des Moines grant an easement allowing the construction of waterline improvements as part of their capital improvement program to improve its public water supply system; and

WHEREAS, currently there is no "loop" or cross connection between existing waterlines within 25th Avenue South and 26th Avenue South; and

WHEREAS, a connection between the two existing water lines is needed to reduce contaminants and sediment build up in the public water supply system; and

WHEREAS, the proposed corridor for the waterline connection is through city property; and

WHEREAS, the proposed waterline easement corridor will occur within the north end of the Parkside Wetland; and

WHEREAS, attempts to minimize impacts to the wetland have been considered and factored into the siting of the proposed easement corridor; and

WHEREAS, locating the waterline connection any further to the north away from the wetland would be counter productive to efforts to loop an existing dead end waterline as close as possible to its terminus, and

WHEREAS, it is the best public interest to provide the best possible public water system , and

WHEREAS, the City Council, in regular meeting, did consider Highline Water District's request for the proposed waterline easement along with recommendations from City administration; now, therefore:

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Section 1. The proposed easement request by Highline Water District allowing for the installation, perpetual use, and maintenance of a public water pipeline is hereby given approval.

Section 2. Nothing in this resolution shall be construed as excusing the grantee from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to the installation of the proposed public water pipeline.

Section 3. A certified copy of this resolution shall be attached to and become a part of the evidence of City approval of said easement and shall be delivered to the applicant.

Section 4. Certified or conformed copies of this resolution shall be delivered to the following:

1. The first part of the report deals with the general situation of the country and the position of the various groups.

2. The second part of the report deals with the economic situation and the measures taken to improve it.

3. The third part of the report deals with the social situation and the measures taken to improve it.

4. The fourth part of the report deals with the cultural situation and the measures taken to improve it.

5. The fifth part of the report deals with the political situation and the measures taken to improve it.

6. The sixth part of the report deals with the international situation and the measures taken to improve it.

7. The seventh part of the report deals with the future prospects and the measures taken to improve it.

8. The eighth part of the report deals with the conclusion and the measures taken to improve it.

9. The ninth part of the report deals with the appendix and the measures taken to improve it.

10. The tenth part of the report deals with the bibliography and the measures taken to improve it.

11. The eleventh part of the report deals with the index and the measures taken to improve it.

12. The twelfth part of the report deals with the conclusion and the measures taken to improve it.

13. The thirteenth part of the report deals with the appendix and the measures taken to improve it.

14. The fourteenth part of the report deals with the bibliography and the measures taken to improve it.

15. The fifteenth part of the report deals with the index and the measures taken to improve it.

16. The sixteenth part of the report deals with the conclusion and the measures taken to improve it.

17. The seventeenth part of the report deals with the appendix and the measures taken to improve it.

18. The eighteenth part of the report deals with the bibliography and the measures taken to improve it.

CONFIDENTIAL

- Departments;
- A. City of Des Moines Community Development and Public Works
 - B. King County Fire District #26; and
 - C. City Clerk of the City of Des Moines.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 1998 and signed in authentication thereof this _____ day of _____, 1998.

MAYOR

APPROVED AS TO FORM:

Assistant City Attorney

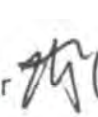
AT TEST:

City Clerk

GARY-

MEMORANDUM

October 5, 1998

To: City Council
Through: City Manager 
From: Community Development Director  for JSK
Re: Westwood Final Plat Packet Materials,
October 8, 1998 City Council Meeting

As mentioned at the October 1, 1988 Council work session, a revised resolution and final plat are attached for Council to review on the proposed Westwood final plat application. Please update your September 24, 1998 agenda item for Westwood by removing the old Attachments 5 and 6 and replacing them with the enclosed draft resolution and final plat revisions accordingly.

COMMUNITY DEVELOPMENT'S FIRST DRAFT 09/14/98
COMMUNITY DEVELOPMENT'S SECOND DRAFT 10/5/98

DRAFT RESOLUTION NO. 98-217

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving a public park development plan, subdivision and the final plat of Westwood-Des Moines as shown and described in administration file number FP 96-002.

WHEREAS, administration has received an application for a subdivision and final plat of property within a RS-7200 zone and said application having been made by Centex Homes, Inc., the owner of the real property described in said application, and

WHEREAS, pursuant to the State Environmental Policy Act, RCW 43.21C, the Administrative Guideline and local ordinance adopted to implement it, the SEPA Official reviewed all relevant environmental documents and determined that the proposed subdivision, if mitigated, would not result in probable significant adverse environmental impacts, and based on information within those environmental documents, a Determination of Non-significance was issued, and

WHEREAS, said environmental documents have been available and accompanied the application throughout the entire review process, and

WHEREAS, a condition of preliminary plat approval for said subdivision requires the applicant to obtain approval of a park development plan by the City Council, and

WHEREAS, the applicant submitted a park development plan to administration and said plan was reviewed and meets the requirements of a neighborhood park and as such was accepted by the City Parks and Recreation Department

WHEREAS, the applicant has appropriated an additional \$7,103 in park improvements to fulfill park fee requirements of a nearby short subdivision which was also filed by Centex Homes, Inc., and

WHEREAS, the City Council, in regular meeting on October 1, 1998 reviewed the development plan for Westwood Park and

1. The first part of the report deals with the general situation in the country. It mentions the fact that the country is a developing one and that the economy is not very strong. It also mentions that the population is growing rapidly and that there is a need for more development.

2. The second part of the report deals with the social situation. It mentions that there is a high level of unemployment and that there is a need for more social services. It also mentions that there is a need for more education and training.

3. The third part of the report deals with the political situation. It mentions that there is a need for more political stability and that there is a need for more democratic institutions. It also mentions that there is a need for more participation of the people in the political process.

4. The fourth part of the report deals with the economic situation. It mentions that there is a need for more economic growth and that there is a need for more investment in infrastructure. It also mentions that there is a need for more privatization and more competition.

5. The fifth part of the report deals with the environmental situation. It mentions that there is a need for more protection of the environment and that there is a need for more sustainable development. It also mentions that there is a need for more awareness of environmental issues.

6. The sixth part of the report deals with the cultural situation. It mentions that there is a need for more cultural development and that there is a need for more preservation of cultural heritage. It also mentions that there is a need for more cultural exchange and cooperation.

7. The seventh part of the report deals with the international situation. It mentions that there is a need for more international cooperation and that there is a need for more participation in international organizations. It also mentions that there is a need for more international trade and investment.

8. The eighth part of the report deals with the conclusion. It mentions that there is a need for more development in all areas and that there is a need for more progress. It also mentions that there is a need for more cooperation and that there is a need for more participation.

1. The first part of the report deals with the general situation in the country. It mentions the fact that the country is a developing one and that the economy is not very strong. It also mentions that the population is growing rapidly and that there is a need for more development.

required that the park plan include improvements for a multi-purpose court with a basketball backboard and hoop and that the plan design be modified as necessary to provide reasonable separation between active recreation features and passive recreation features, and

WHEREAS, the City Council, in regular meeting, did consider the environmental documents received from the responsible official, together with public comments and recommendations from administration; now, therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The following findings of fact are adopted by the Des Moines City Council:

(1) The final plat is consistent with the preliminary subdivision approved by the City Council on April 24, 1997 under Resolution No. 828.

(2) The final plat is consistent with the provisions of Title 17 DMMC and chapter 58.17 RCW.

(3) All required improvements are installed or securities to cover the cost of installation are submitted in accordance with DMMC 17.40.090

Sec. 2. The proposed park development plan shown as Attachment 4 to the September 24, 1998 administration report found in administration file number FP 96-002 is hereby given approval subject to the following conditions.

(1) A concrete multi-purpose court measuring 45' wide and 30' deep shall be constructed at the eastern portion of the proposed park;

in the event of a change of control, the Company shall have the right to require the transferee to purchase the Company's securities on a non-preferential basis.

The Company shall have the right to require the transferee to purchase the Company's securities on a non-preferential basis.

The Company shall have the right to require the transferee to purchase the Company's securities on a non-preferential basis.

The Company shall have the right to require the transferee to purchase the Company's securities on a non-preferential basis.

The Company shall have the right to require the transferee to purchase the Company's securities on a non-preferential basis.

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(2) A durable outdoor basketball backboard and hoop along with an appurtenant supporting structure shall be installed at one end of the above described multi-purpose court;

(3) Passive recreation amenities such as the proposed picnic table, bench and related improvements shall be relocated as necessary to accommodate the multi-purpose court;

(4) The exact location, equipment, drainage requirements, and construction specifications for all park equipment shall be reviewed and approved by the City Parks Manager prior to installation.

Sec. 3. The subdivision and final plat of Westwood-Des Moines is hereby given approval.

Sec. 4. Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

Sec. 5. A certified copy of this resolution, along with the findings of fact herein above adopted, shall be attached to and become a part of the evidence of said subdivision and final plat and shall be delivered to the applicant.

Sec. 6. Certified or conformed copies of this resolution shall be delivered to the following:

(1) City of Des Moines community development and public works departments and building division;

(2) King County Fire District #26; and

(3) City Clerk of the City of Des Moines.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 1998 and signed in authentication thereof this ____ day of _____, 1998.

Page 10

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Resolution No. 98-217
Page 4 of 4

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES:98-217

REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

September 24, 1998

The regular meeting of the Des Moines City Council was called to order at 7:00 p.m. by Mayor Thomasson in the City Hall Conference Room, 21630 11th Avenue South.

ROLL CALL – Present: Mayor Scott Thomasson, Mayor Pro Tem Terry Brazil, Councilmembers Dave Kaplan, Bob Sheckler, Dan Sherman, Gary Towe and Don Wasson. Also present were City Manager Bob Olander, outside legal counsel John Hempelmann and City Attorney Gary McLean.

Mayor Thomasson announced that the City Council would hold an Executive Session for approximately 30 minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City is, or is likely to become, a party and about which public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the City.

No formal action was taken.

ADJOURNMENT

At 7:30 p.m. the Executive Session was adjourned.

Respectfully submitted,

Gary McLean
City Attorney

REGULAR MEETING OF THE DES MOINES CITY COUNCIL

MINUTES

September 24, 1998

The regular meeting of the Des Moines City Council was called to order at 7:40 p.m. by Mayor Thomasson in the Council Chambers, 21630 11th Avenue South.

Pledge of Allegiance to the Flag was led by Councilmember Towe.

ROLL CALL - Present: Mayor Scott Thomasson, Mayor Pro Tem Terry Brazil, Councilmembers Dave Kaplan, Bob Sheckler, Dan Sherman, Gary Towe and Don Wasson. Also present were City Manager Bob Olander, Assistant City Manager Tony Piasecki, City Attorney Gary McLean, Planning Manager Corbitt Loch, and Deputy City Clerk Angela Chaufy.

COMMENTS FROM THE PUBLIC

Al Furney, 24718 Marine View Drive South

As president of the Regional Commission on Airport Affairs, Mr. Furney noted that the comment period for the conveyor belt proposal EIS would end on October 6, 1998. He informed Council that the Department of Ecology has noted that the Port of Seattle is presently unable to implement provisions of the water quality certification. He felt this is due to the fact that the Port of Seattle does not have the right to transfer water from existing facilities to augment in-stream flows and maintain water temperature in Des Moines Creek. He also noted that the Port of Seattle has stated that the wetland impacts of the proposed expansion project will be two to three times higher than anticipated. Mr. Furney stated that the RCAA is urging the environmental impacts be considered in total. He noted that the project is currently eight years behind schedule, federal funding sources have fallen short, and four airlines have voiced their opposition to the expansion project. In closing, Mr. Furney applauded the efforts of Council and the Airport Communities Coalition.

Jeanne Moeller, 22211 Cliff Avenue South, #104

Ms. Moeller encouraged Council to continue the legal battle against the expansion of SeaTac International Airport. She noted that no project permits have been issued nor has sufficient land been purchased. She felt that Judge Alsdorf's ruling on the Growth Management Act limited the authority of local governments and would not stand.

Richard Larson, 920 South 226th Place

Mr. Larson addressed Council regarding the condition of the Field House sod. He felt that an improper sprinkling system had caused the sod to dry out. He has contacted staff regarding the issue and has been dissatisfied with their response.

BOARD & COMMITTEE REPORTS

Planning Agency

Councilmember Kaplan reported that the Planning Agency had met to review building heights and development standards for the Pacific Ridge Element.

Airport Communities Coalition

In response to rumors, Councilmember Sheckler clarified that construction of the third runway had not begun but that dirt was being stockpiled by the Port of Seattle in anticipation of the project.

Suburban Cities Association

Mayor Pro Tem Brazil noted that the Association had met with King County Executive Ron Sims to discuss solid waste disposal issues. He informed Council that regional services are a key issue in the King County budget process. Mayor Pro Tem Brazil also stated that the legislative committee has strongly encouraged the resolution of the Regional Governance and Finance issue. In closing, Mayor Pro Tem Brazil announced that he had been asked to attend a meeting regarding water quality.

METRO

Councilmember Sherman stated that METRO Bus Route 189 is now providing service to Des Moines. He announced that the expansion of Route 166 has been delayed until February.

Seattle King County Public Health Board

Councilmember Sherman announced that the Public Health Board had passed an ordinance severely restricting tobacco advertising in King County. The ordinance would take effect in six months.

Moving King County 2000

Councilmember Sherman announced that the committee had continued discussion regarding the prioritizing of transportation needs, associated costs, and funding sources.

PRESIDING OFFICER'S REPORT

Pacific Middle School Field Trip

Mayor Thomasson announced that he had accompanied Pacific Middle School students to the Puyallup Fair.

Mayors Day of Concern for the Hungry

Mayor Thomasson noted that Saturday, September 26, 1998 was designated Mayors Day of Concern for the Hungry.

Introduction of Mayor Christopher Taute, Riversdale, West Cape, South Africa

Upon Mayor Thomasson's request, Councilmember Sheckler introduce Mayor Taute from Riversdale, South Africa. He explained that Mayor Taute was observing local government structures in order to take ideas back to his country.

Virg Staiger from Highline Community College stated that Mayor Taute and Vi Daniels, Human Resource Director for South Africa Airways, were participating in the Center for International Education and Development Assistance through Indiana University.

On behalf of the Council, Councilmember Sheckler presented Mayor Taute with a City pen, pin, and history book.

CONSENT CALENDAR

Deputy City Clerk Chaufy announced that the dollar amount requested in Item #4 had been amended from \$800,000 to \$1,000,000. She then read the consent calendar as follows:

1. Motion is to approve the minutes of September 3 and 10, 1998.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.080, have been recorded on a listing which has been made available to the City Council.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim check #63624 through #63941 in the total amount of \$1,243,779.97

Payroll fund transfers in the total amount of \$207,647.86

3. Motion is to award the contract for professional construction administration services for the 7th Avenue Local Improvement District Project to Harding Lawson Associates Infrastructure, Inc. in the amount of \$33,727.00 plus a 10% contingency, and further to authorize the City Manager to sign said contract substantially in the form as attached.

4. ~~Draft Resolution No. 98-218 Title: A Resolution of the City Council of the City of Des Moines, Washington, authorizing application for funding assistance for an Aquatic Lands Enhancement Account project to the Department of Natural Resources.~~

~~MOTION is to approve Draft Resolution No. 98-218.~~

MOTION was made by Councilmember Sherman and seconded by Mayor Pro Tem Brazil to approve the consent calendar as read.

Item No. 4 was removed by Councilmember Wasson.

VOTE ON MOTION: Motion passed unanimously.

OLD BUSINESS

Draft Resolution No. 98-218 [Assigned Res. No. 852] – Marine View Drive Bridge ALEA Grant Application

MOTION was made by Councilmember Sherman and seconded by Councilmember Towe to approve Draft Resolution 98-218.

Councilmember Wasson stated that he could not support the project as he felt it was an unwise use of tax dollars.

VOTE ON MOTION: Motion passed, 6 – 1, with Councilmember Wasson opposed.

PUBLIC HEARING

Draft Ordinance No. 98-219 - Comprehensive Plan Amendments Mandated by the Growth Management Hearing Board

City Attorney McLean introduced outside counsel John Hempelmann of Cairncross and Hempelmann.

Mr. Hempelmann stated that he believed the recommended revisions to the Greater Des Moines Comprehensive Plan were responsive to the Central Puget Sound Growth Management Hearing Board's issues.

City Attorney McLean noted that the Growth Management Hearing Board had granted the City an extension to October 16, 1998 for compliance. Mr. McLean read the rules for conducting a public hearing.

Mayor Thomasson set a three minute time limit for the speakers.

SPEAKER

Al Furney, 24718 Marine View Drive South

Mr. Furney asked Council or staff to articulate the implications of the proposed amendments.

Mayor Thomasson called for additional speakers. None responded. Mayor Thomasson confirmed that representatives from the Port of Seattle did not wish to comment during the hearing.

Mayor Thomasson closed the public testimony portion of the hearing.

Mr. Hempelmann explained that the Growth Management Hearing Board had ruled that certain provisions of the City's Comprehensive Plan could be construed to have included pre-judgement of certain permits that could come before the City. Therefore, the proposed amendments would incorporate existing SEPA language into the Plan in order to retain the lawful authority of the City.

Councilmember Sheckler questioned what the outcome would be if SEPA and the Growth Management Act's essential public facility provisions were in conflict.

Mr. Hempelmann replied that the outcome of that situation was still unknown.

City Attorney McLean read the title of the draft ordinance into the record.

MOTION was made by Councilmember Sheckler, seconded by Mayor Pro Tem Brazil and passed unanimously to pass Draft Ordinance No. 98-219 on to a second reading on October 8, 1998.

NEW BUSINESS

Briefing: Puget Sound Regional Council

City Manager Olander introduced Immediate Past President Dave Russell, Current Vice President Bob Edwards, and Executive Director Mary McCumber of the Puget Sound Regional Council (PSRC). City Manager Olander asked the PSRC representatives to explain the benefits to City of Des Moines from remaining a member of PSRC as well as any negative effects from withdrawing from the organization.

Mr. Russell noted that the PSRC serves as a regional planning forum for developing strategies and funding for economic and transportation issues. He cited the following programs as examples of the PSRC's efforts:

- Industrial Land Survey
- 2020 Project
- Green Space Survey
- Transportation Pricing

Mr. Edwards described the representation of the committee and felt that the Pacific Highway South Improvement Project illustrated the benefits of the cooperation of the south end cities.

Ms. McCumber distributed a paper citing the benefits of PSRC membership.

Council voiced concern and dissatisfaction with the following PSRC's actions:

- "Not in my backyard" attitude.
- Operation as a political body rather than a planning body.
- Process used in supplemental airport search.
- PSRC did not follow its own process in recommending approval of the expansion of SeaTac International Airport.
- Third Runway review process was altered to accommodate own desires.
- PSRC's conditions not met by Port of Seattle yet process allowed to proceed.
- Annual report stated that the PSRC is pursuing proper mitigation of airport expansion but it has not followed up on the Burien study.
- Annual report does not discuss need for supplemental airport.
- Supplemental airport issue was not a state issue until Paine Field was determined to be an unacceptable option.
- PSRC has supported Port of Seattle in legal battle against City.
- City of Des Moines' dues utilized to fight Des Moines in court.
- Insufficient scrutiny of important regional issues.
- No way for small voice to be heard.

Ms. McCumber stated that the PSRC's 1996 resolution authorizing the planning for the third runway recognized long term transportation needs. She stated that the PSRC now feels that air capacity is a state issue and that the state needs to pursue that issue. She noted that the PSRC serves as a resource for information data. In regard to federal funding allocations, Ms. McCumber stated that the PSRC evaluates all projects against specific criteria whether the City is a member of PSRC or not. Ms. McCumber explained that representation in PSRC's general assembly is established upon a weighted vote system based on population. She confirmed that all PSRC meetings are open to the public and the City could still participate as a non-member.

City Manager Olander noted that he had served on the Technical Committee for PSRC to study supplemental airports. He felt that the credibility of the PSRC was compromised when funding was denied to continue the study to Phase 2 and the project was aborted. He also noted that the Noise Arbitration Panel was given binding authority to decide the issue but then the process was changed.

Councilmember Towe felt that Des Moines could have more of an impact through the South County Transportation Board and Suburban Cities Association.

Councilmember Wasson felt that the PSRC's damage to Des Moines far outweighed the benefits of the committee. He noted that the current routing plan for the RTA does not include Des Moines.

Mayor Pro Tem Brazil suggested that Council delay any action.

MOTION was made by Councilmember Sheckler and seconded by Councilmember Wasson to discontinue membership of the City of Des Moines in the Puget Sound Regional Council effective July 1, 1999.

Mayor Pro Tem Brazil stated that he would not support the withdrawal of membership as the third runway is only one issue. He felt that it was important for Des Moines to maintain an influence within PSRC.

VOTE ON MOTION: Motion passed, 6 -1, Mayor Pro Tem Brazil opposed.

At 9:38 p.m., Mayor Thomasson declared a seven minute break.

AGENDA REVISIONS

Mayor Thomasson announced that Draft Resolution No. 98-159 - Request for Waterline Easement - Parkside Wetlands would be discussed October 8, 1998 while the park element of Request for Final Plat Approval - Westwood - File #FP 96-002 would be discussed at the October 1, 1998 Study Session. The request for final plat approval - Westwood would occur at the October 8, 1998 meeting.

OLD BUSINESS

Pacific Ridge Element of the Greater Des Moines Comprehensive Plan - File #CP98-008

Planning Manager Loch displayed slides illustrating various building heights. He also featured design elements utilized by Vancouver and Richmond, BC. After direction has been given from Council, staff will study various design standards and review the economic feasibility of specific designs.

NEXT MEETING DATE - October 1, 1998 Study Session

ADJOURNMENT

The meeting adjourned at 10:27 p.m.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Plan Update

ATTACHMENTS:
Standard Consultant Agreement

FOR AGENDA OF October 8, 1998

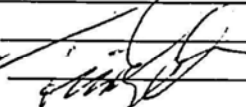
DATE SUBMITTED September 30, 1998

DEPT. OF ORIGIN Public Works

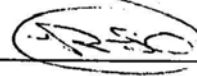
CLEARANCES:

☒ Legal 

☐ Planning

☒ Engineer 

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL:



RECOMMENDED ACTION

The following motion will appear on the Consent Calendar:

Motion: "I move to award the contract for the Des Moines Transportation Plan Update to The Transpo Group in the amount of \$67,779.00 plus a 10% contingency, and further to authorize the City Manager to sign said contract substantially in the form as attached."

SUMMARY STATEMENT

The firm that staff is recommending for the Transportation Plan Update is The Transpo Group. They are well known for their expertise in transportation planning and they previously performed these services for the City. They also worked on most of our neighboring cities transportation plans. Their previous work for the City and experience in this area demonstrates that they are the most qualified consulting firm for this project. The work program to be implemented by the Consultant, with assistance from the City, is summarized by the following six tasks:

- Agency and Public Interaction Program
- Update of Existing Conditions Inventory
- 2005 and 2020 Travel Forecasts and Analyses
- Revised Transportation Improvement Projects and Systems Plan
- Program Financing and Implementation Plan Update
- Revised Transportation Element Report

[illegible]

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the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015.

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ACKNOWLEDGMENTS

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2002 and 2010 Travel Forecast

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Major assumptions for the update, such as land use and SR 509 alignment, were reviewed by the Public Safety and Transportation Committee. The only change that staff made in the scope of work since the committee's review was the addition of the 2005 travel forecast and analyses. This interim horizon year will give the city a better understanding of which improvements are needed within the next six (6) years to maintain the City's adopted level of service (LOS) at intersections and arterial corridors.

BACKGROUND STATEMENT

In 1995, the City of Des Moines adopted its Comprehensive Plan to meet the requirements of the State Growth Management Act (GMA). The Comprehensive Plan included a Transportation Element, as well as other GMA elements. The adopted GMA Transportation Element was largely based on an interim Transportation Element adopted by the City in 1992. Since 1992, the City has been systematically implementing the identified improvement projects and adopted goals and policies. Many of the higher priority improvement projects from the 1992 Transportation Element have been or are being constructed. In addition, WSDOT has conducted more analyses on the SR 509/South Access Roadway project. These analyses have led to a preference for a general alignment of SR 509 connecting with I-5 near S 210th Street.

Following the 1995 adoption of the City's Comprehensive Plan and associated Transportation Element, the City of Des Moines has grown through annexation. In 1995, the City limits only extended south to approximately S 252nd Street. The annexations have extended the current city limits to include the Redondo and Woodmont areas. The new city limits extend approximately two miles further to the south than the previous boundaries.

Furthermore, since adoption of the City's Transportation Element, the Regional Transit Authority's (RTA) Sound Move project has been approved by voters. The RTA program includes a light rail transit line extending to the City of SeaTac at about S 200th Street/28th Avenue S, which is approximately ½ mile north of the Des Moines city limits. The RTA program also includes additional regional express bus service, high occupancy vehicles (HOV) enhancements, and commuter rail service. King County Metro Transit also has begun implementing its Six-Year Transit Development Plan for 1996-2001. The revised service plan calls for a multi-centered transit system focused on several hubs where convenient connections can be made between corridors. The service plan is intended to increase the mobility by public transportation by providing access to a broader range of destinations.

These changes have resulted in the City's need to revisit and update its GMA-based Transportation Element. The update is needed to address changing land use and transportation conditions in the area, identify current transportation priorities, and to re-evaluate transportation funding and implementation options.

BUDGET SUMMARY

The 1998 CIP has a \$50,000 budget authorization for this project. We expect to actually expend approximately \$30,000 in 1998. We have requested \$45,450 in the 1999 CIP to complete the project. Project completion is scheduled for the summer of 1999.

At the same time, the Commission is also aware of the fact that the Commission has not yet received any information from the Commission regarding the progress of the investigation. The Commission is therefore unable to provide any further information at this time.

In 1995, the Commission received information from the Commission regarding the progress of the investigation. The Commission is therefore unable to provide any further information at this time.

Following the receipt of the information, the Commission is unable to provide any further information at this time.

Finally, the Commission is aware of the fact that the Commission has not yet received any information from the Commission regarding the progress of the investigation. The Commission is therefore unable to provide any further information at this time.

The Commission is aware of the fact that the Commission has not yet received any information from the Commission regarding the progress of the investigation. The Commission is therefore unable to provide any further information at this time.

ANNEX

The Commission is aware of the fact that the Commission has not yet received any information from the Commission regarding the progress of the investigation. The Commission is therefore unable to provide any further information at this time.

STANDARD CONSULTANT AGREEMENT		CONSULTANT/ADDRESS/TELEPHONE The Transpo Group 11730 118th Ave NE, Suite 600 Kirkland, WA 98034 425-821-3665 425-825-8434(fax)	
		AGREEMENT NUMBER FEDERAL AID NO.	
AGREEMENT TYPE CHECK ONE	☐ LUMP SUM LUMP SUM AMOUNTS \$ _____		PROJECT TITLE AND WORK DESCRIPTION Des Moines Transportation Element Update
	☒ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE <u>191</u> % OVERHEAD COST METHOD ☐ ACTUAL COST NOT TO EXCEED _____ % ☒ FIXED RATE <u>191</u> % FIXED FEE \$ <u>6,219</u>		
	☐ SPECIFIC RATES OF PAY ☐ NEGOTIATED HOURLY RATE ☐ PROVISIONAL HOURLY RATE		DBE PARTICIPATION ☐ YES ☐ NO _____ % WBE PARTICIPATION ☐ YES ☐ NO _____ %
	☐ COST PER UNIT OF WORK		FEDERAL ID NO. OR S.S. NO. 91-1052718
			Do you require a 1099 for IRS? ☐ YES ☐ NO
		COMPLETION DATE June 30, 1999	MAXIMUM AMOUNT PAYABLE \$ <u>67,779</u>

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of The City of Des Moines, Washington, herein after called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

THE UNIVERSITY OF CHICAGO LIBRARY

I GENERAL DESCRIPTION OF WORK

The work under the AGREEMENT shall consist of the above-described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contracts and meetings with agencies, groups, or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY or such Federal, Community, State, City, or County officials, groups, or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours' or days' notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE) and Women Owned Enterprises (WBE) if required shall be shown in the heading of this AGREEMENT.

All reports, PS&E materials, and other data, furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT

and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of an unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit "G" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit "G", attached thereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

DEPARTMENT OF COMMERCE

1. On the basis of the above, the following is proposed:

[illegible][illegible][illegible]

THE CHAIRMAN: I believe we have

QUESTIONS

Figure 1

[illegible][illegible]

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets. This is a common problem for many companies, and it is important to identify the cause of the problem before attempting to solve it.

[illegible][illegible]

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, the STATE, or the AGENCY,

except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, retention of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

A. **COMPLIANCE WITH REGULATIONS:**
The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the American Disabilities Act of 1992, as amended.

B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin, or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.

THESE results are consistent with the hypothesis that the effects of the treatment are mediated by the change in the number of visits to the health care system. The results also suggest that the effects of the treatment are not mediated by the change in the number of visits to the health care system.

1. The Board of Directors of the Corporation shall have the right to elect and remove the President, Vice President, Secretary and Treasurer of the Corporation, and to elect and remove any other officers or directors of the Corporation.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a discrepancy, a problem is identified.

2. The second step is to define the problem. This involves identifying the specific aspects of the problem that need to be addressed. It is important to be clear and concise in the definition of the problem.

3. The third step is to analyze the problem. This involves identifying the causes of the problem and the factors that contribute to it. This step is often the most difficult, as it requires a deep understanding of the system and the ability to identify the underlying causes of the problem.

4. The fourth step is to develop a solution. This involves identifying the actions that need to be taken to address the problem. It is important to consider the feasibility of the solution and the potential consequences of the solution.

5. The fifth step is to implement the solution. This involves putting the solution into action and monitoring the results. It is important to be flexible and willing to make adjustments as needed.

6. The sixth step is to evaluate the results. This involves comparing the results of the solution with the desired state or goal. If the results are satisfactory, the problem is considered solved. If not, the process may need to be repeated.

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 133. *Chlor*

1. The first step is to identify the problem or goal. This involves understanding the current situation and what needs to be achieved.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the work.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources and timeline needed to complete them.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any lessons learned for future projects.

CONFIDENTIAL

THE ABOVE INFORMATION WAS OBTAINED FROM THE
FEDERAL BUREAU OF INVESTIGATION AND IS BEING
FURNISHED TO YOU FOR YOUR INFORMATION. IT IS NOT
TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT
TO BE DISCLOSED TO ANY OTHER PERSON OR
ORGANIZATION. IT IS NOT TO BE USED FOR
ANY OTHER PURPOSE. IT IS NOT TO BE
DISCLOSED TO ANY OTHER PERSON OR
ORGANIZATION.

- C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin, and handicap.
- D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of the AGREEMENT, the AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including

procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to the Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination,

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the study. The investigator must first identify the problem that is being investigated. This is done by the investigator who is responsible for the study. The investigator must first identify the problem that is being investigated.

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30. YOUNG, J. A. 1971. The effect of the
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U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250

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THE UNITED STATES OF AMERICA, by and through the undersigned, its duly authorized representative, hereby certifies that the foregoing is a true and correct copy of the original document as the same appears in the files of the Department of State, and that the same is being furnished to you for your information and use.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes with the objectives and goals to determine the effectiveness of the project and identify areas for improvement.

1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved.

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CONFIDENTIALITY OF PROCEEDINGS
AND CONDUCT OF THE PROCEEDINGS
(b) (5) ACP, (b) (5) DPP, (b) (5) AWP, (b) (5) ACP, (b) (5) DPP, (b) (5) AWP

the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or type which is usable to the AGENCY at the time of termination; the cost of the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner, or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors

appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI MEDIATION/ARBITRATION CLAUSE

If a dispute arises from or relates to the AGREEMENT or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this AGREEMENT or breach thereof shall be conducted under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. *The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.*

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

All questions related to this AGREEMENT shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this AGREEMENT, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that

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1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

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1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 07-25-2001 BY 60322 UCBAW

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neither party can institute any legal action against the other based on this AGREEMENT until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers, and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees and (b) the AGENCY and the STATE, their agents, officers, and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any,

on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. General commercial liability insurance in an amount not less than a single limit of one million and 00/1000 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days' prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit "H". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

ACKNOWLEDGMENTS

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1. The first step is to identify the problem. This involves understanding the symptoms and the context in which they are occurring.

2. The second step is to gather information. This includes looking at the data, talking to the people involved, and understanding the system.

3. The third step is to analyze the information. This involves looking for patterns, identifying the root cause, and understanding the underlying mechanisms.

4. The fourth step is to develop a solution. This involves brainstorming ideas, evaluating them, and choosing the best one.

5. The fifth step is to implement the solution. This involves putting the plan into action and making sure it works.

6. The sixth step is to evaluate the results. This involves looking at the data and seeing if the problem has been solved.

7. The seventh step is to document the process. This involves writing down what was done and why, so that it can be repeated if necessary.

8. The eighth step is to communicate the results. This involves telling the people involved what was done and why, so that they can learn from the experience.

9. The ninth step is to review the process. This involves looking at the whole process and seeing if it can be improved.

10. The tenth step is to celebrate the success. This involves acknowledging the people who did the work and the results they achieved.

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

1. $\mathcal{L}_1$ is a linear space over $\mathbb{R}$ with dimension n .
 2. $\mathcal{L}_1$ is a linear space over $\mathbb{C}$ with dimension n .
 3. $\mathcal{L}_1$ is a linear space over $\mathbb{R}$ with dimension $2n$.
 4. $\mathcal{L}_1$ is a linear space over $\mathbb{C}$ with dimension $2n$.

1. The first step is to identify the problem or goal. This involves understanding the current situation and what needs to be achieved.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation. The investigator must also identify the objectives of the investigation. The objectives of the investigation are the goals that the investigator wants to achieve. The objectives of the investigation are the goals that the investigator wants to achieve.

1. The following information is being furnished to you for your information only. It is not intended to be used for any other purpose.

CONFIDENTIAL
The following information was obtained from a review of the files of the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA) regarding the activities of the Soviet Union in the United States during the period 1945-1955. The information was obtained from the files of the FBI and the CIA and is being provided to you for your information. The information is being provided to you for your information and is not to be used for any other purpose. The information is being provided to you for your information and is not to be used for any other purpose. The information is being provided to you for your information and is not to be used for any other purpose.

The 1982-83 season was a record for the area, with
 100% of the area being planted in corn. The
 1983-84 season was a record for the area, with
 100% of the area being planted in corn.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive an act upon a claim submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates, or any other engineering data furnished by him.

XVI FEDERAL AND STATE REVIEW

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit "A-1", are the certifications of the CONSULTANT and the AGENCY; Exhibit "A-2", certification regarding debarment, suspension and other responsibility matters—primary covered transactions; Exhibit "A-3", certification regarding the restrictions of the use of Federal funds for lobbying; and, Exhibit "A-4", Certificate of Current Cost or Pricing Data. Exhibits "A-3" and "A-4" are only required in agreements over \$100,000.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all terms and conditions thereof.

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155 E. 42ND STREET
NEW YORK 17, N.Y.

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1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the study. The next step is to collect data. This is done by the investigator who is responsible for the study. The next step is to analyze the data. This is done by the investigator who is responsible for the study. The next step is to interpret the data. This is done by the investigator who is responsible for the study. The next step is to report the results. This is done by the investigator who is responsible for the study.

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In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Jeffrey A. Webber, Pres.

Consultant The TRANSPRO Group, Inc.

By _____

Agency _____
City Manager

APPROVED AS TO FORM:

By: _____
Title: City Attorney

EXHIBIT A-1

CERTIFICATION OF CONSULTANT

Project No. _____
Local Agency _____

I hereby certify that I am _____ President _____ and duly authorized representative of the firm of The Transpo Group, Inc. whose address is 11730 118th Ave NE, #600, Kirkland, WA 98034 and that neither I nor the above firm I here represent has:
(a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid funds and is subject to applicable State and Federal laws, both criminal and civil.

9/28/98
Date

Jeffrey A. Webber
Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the AGENCY Official of the Local Agency of _____ Washington and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid highway funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very long letter, and it contains a great deal of information about the state of the country at that time. The President talks about the war with Mexico, and about the situation in the South. He also talks about the economy, and about the need for reform. The letter is written in a very formal style, and it is full of references to the Constitution and to the laws of the country.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 10, 1862. It is a very long report, and it contains a great deal of information about the state of the country's finances. The Secretary talks about the revenue, and about the expenses. He also talks about the debt, and about the need for reform. The report is written in a very formal style, and it is full of references to the Constitution and to the laws of the country.

3. The third part of the document is a report from the Secretary of the Interior, dated January 17, 1862. It is a very long report, and it contains a great deal of information about the state of the country's land and resources. The Secretary talks about the public lands, and about the minerals. He also talks about the need for reform. The report is written in a very formal style, and it is full of references to the Constitution and to the laws of the country.



4. The fourth part of the document is a report from the Secretary of the War, dated January 24, 1862. It is a very long report, and it contains a great deal of information about the state of the country's military. The Secretary talks about the troops, and about the equipment. He also talks about the need for reform. The report is written in a very formal style, and it is full of references to the Constitution and to the laws of the country.

5. The fifth part of the document is a report from the Secretary of the Navy, dated January 31, 1862. It is a very long report, and it contains a great deal of information about the state of the country's navy. The Secretary talks about the ships, and about the personnel. He also talks about the need for reform. The report is written in a very formal style, and it is full of references to the Constitution and to the laws of the country.

EXHIBIT A-2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS-PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): The Transpo Group, Inc.

9/28/98

(Date)

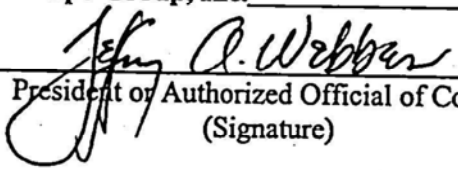

President or Authorized Official of Consultant
(Signature)

EXHIBIT A-3
CERTIFICATION REGARDING THE RESTRICTIONS
OF THE USE OF FEDERAL FUNDS FOR LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

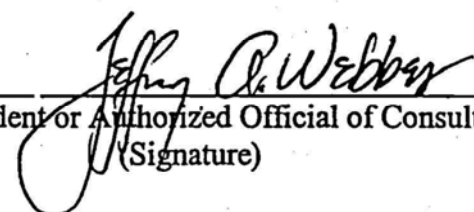
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): The Transpo Group, Inc.

9/28/98

(Date)


President or Authorized Official of Consultant

(Signature)

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EXHIBIT A-4
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of **Urban Connector Study*** are accurate, complete, and current as of **12/31/97****. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

| | |
|----------------------|--------------------------------|
| Firm | The Transpo Group, Inc. |
| Name | Jeffrey A. Webber |
| Title | President |
| Date of Execution*** | September 28, 1998 |

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

EXHIBIT B

Scope of Work

Des Moines Transportation Plan Update

In 1995, the City of Des Moines adopted its Comprehensive Plan to meet the requirements of the State Growth Management Act (GMA). The Comprehensive Plan included a Transportation Element, as well as other GMA elements. The adopted GMA Transportation Element was largely based on an interim Transportation Element adopted by the City in 1992. Since 1992, the City has been systematically implementing the identified improvement projects and adopted goals and policies. Many of the higher priority improvement projects from the 1992 Transportation Element have been or are being constructed. In addition, WSDOT has conducted more analyses on the SR 509/South Access Roadway project. These analyses have led to a preference for a general alignment of SR 509 connecting with I-5 near S 210th Street.

Following the 1995 adoption of the City's Comprehensive Plan and associated Transportation Element, the City of Des Moines has grown through annexation. In 1995, the City limits only extended south to approximately S 252nd Street. The annexations have extended the current city limits to include the Redondo and Woodmont areas. The new city limits extend approximately two miles further to the south than the previous boundaries.

Furthermore, since adoption of the City's Transportation Element, the Regional Transit Authority's (RTA) Sound Move project has been approved by voters. The RTA program includes a light rail transit line extending to the City of SeaTac at about S 200th Street/28th Avenue S, which is approximately ½ mile north of the Des Moines city limits. The RTA program also includes additional regional express bus service, high occupancy vehicles (HOV) enhancements, and commuter rail service. King County Metro Transit also has begun implementing its Six-Year Transit Development Plan for 1996-2001. The revised service plan calls for a multi-centered transit system focused on several hubs where convenient connections can be made between corridors. The service plan is intended to increase the mobility by public transportation by providing access to a broader range of destinations.

These changes have resulted in the City wanting to revisit and update its GMA-based Transportation Element. The update is needed to address changing land use and transportation conditions in the area, identify current transportation priorities, and to re-evaluate transportation funding and implementation options.

The following summarizes the work program to assist the City in updating its Transportation Element. The work program would be implemented by the Consultant with assistance from the City. The work program includes the following six tasks:

- Task 1—Agency and Public Interaction Program
- Task 2—Update of Existing Conditions Inventory
- Task 3—2005 and 2020 Travel Forecasts and Analyses
- Task 4—Revised Transportation Improvement Projects and Systems Plan
- Task 5—Program Financing and Implementation Plan Update
- Task 6—Revised Transportation Element Report

Task 1—Agency and Public Interaction Program

Objectives:

A primary objective of this task is to provide a forum for working with the City Council on policy direction for the update of the Transportation Element. It also provides for coordination with City of Des Moines Public Works, Planning, and Administration staffs. Coordination with adjacent jurisdictions, WSDOT, King County Metro, school districts, and Sound Transit (formerly the Regional Transit Authority) also are important aspects of this work task.

As described below, the task is set up to integrate public involvement for the plan into City Council study sessions. This will allow the City and Consultant to inform the public about the planning effort and to solicit input on the issues, improvement projects, and priorities.

Description:

City Council Meetings/Study Sessions

Three study sessions would be held with the City Council and/or the City's Public Safety and Transportation Committee. The study sessions would be open to the public, allowing for citizen input on the Transportation Element throughout the planning process. The study sessions will be directed by City staff with presentations by the Consultant. The study sessions would be used to inform the City Council and/or Committee of the project findings and to obtain timely direction on transportation policies.

Three study sessions would be held during the planning process. At this time the study sessions are anticipated at the following tasks of the plan update:

1. Tasks 2 and 3—Existing Conditions Update and 2005 and 2020 Travel Forecast Analyses.
2. Task 4—Revised Transportation Systems Plan.
3. Task 5—Program Financing and Implementation Plan Update.

Agency Coordination

In addition to the City Council study sessions, this task provides for ongoing coordination and review with various City departments and other affected agencies. Coordination with City staff and other agencies will include telephone, facsimile, email, and other day-to-day requirements to meet the study objectives. A total of five formal meetings with City staff and/or other agencies is anticipated to provide consistency of the City of Des Moines Transportation Element with regional and local plans. In addition, draft reports or memoranda will be provided to the City and other agencies for review and comment.

Products:

The products of this work task will include presentation handouts for City Council work sessions, meeting notes, and monthly project status reports.

Task 2—Update of Existing Conditions Inventory

Objectives:

The objective of this task is to update the inventory of existing conditions to provide a baseline for revising the transportation systems plan. The updated inventory will include the recently annexed areas of the City to provide a consistent inventory for all areas of the City.

Description:

The City and Consultant will share responsibility for assembling data and mapping for the transportation systems inventory. The City will provide data documenting any recent changes to the following elements to the street system:

- Roadway geometry (number of lanes, intersection channelization, and width and condition of road shoulders).
- Traffic controls.
- Speed limits.
- Pedestrian and bicycle facilities.

In addition to these inventory elements, the Consultant will assemble recent daily and peak hour traffic volumes for roadways and intersections in and around the City. Where necessary, the Consultant will obtain new peak hour turning movement counts to supplement the available traffic volume data. A maximum of 10 intersection counts will be conducted. The Consultant will also assemble traffic count data for key roadways in adjacent jurisdictions. The traffic volume data will be reviewed to identify any significant changes to traffic volumes, travel patterns, or truck volumes.

PM peak hour levels of service will be calculated at up to 20 key intersections using methodologies consistent with the City's adopted policies. If level of service deficiencies exist (compared to the City's adopted policies), the Consultant will identify potential short-term improvements to resolve the capacity problems.

The City will summarize accident data for the most recently available three year period from the City and WSDOT. High accident intersections and roadway segments will be identified and analyzed. The Consultant will consider safety problems in identifying or revising short-term improvement projects.

The City's current Six-Year Transportation Improvement Program (TIP) will be briefly summarized. TIPs and improvement programs from adjacent jurisdictions, WSDOT, King County Metro, and the RTA also will be documented, as they relate to the City of Des Moines Transportation Element.

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2. The second part of the report deals with the work of the Commission in the field of human rights.

3. The third part of the report deals with the work of the Commission in the field of economic, social and cultural rights.

4. The fourth part of the report deals with the work of the Commission in the field of international law.

5. The fifth part of the report deals with the work of the Commission in the field of international cooperation.

6. The sixth part of the report deals with the work of the Commission in the field of international relations.

7. The seventh part of the report deals with the work of the Commission in the field of international law.

8. The eighth part of the report deals with the work of the Commission in the field of international cooperation.

9. The ninth part of the report deals with the work of the Commission in the field of international relations.

10. The tenth part of the report deals with the work of the Commission in the field of international law.

Products:

The existing Transportation Element report will be updated to reflect the revised inventory information and analysis of existing conditions. The documentation will identify key changes that may affect the transportation systems plan for the City. Potential short-term capacity or safety improvement projects will be identified for input to the City's capital programming or maintenance programs.

Task 3—2005 and 2020 Travel Forecasts and Analyses

Objectives:

The City of Des Moines' current Transportation Element is based on travel forecasts for 2006. The SR 509/South Access Roadway analyses and recent transportation planning efforts for adjacent jurisdictions are based on a 2020 horizon year. To provide a longer range evaluation of the City of Des Moines transportation systems needs, this task will be used to develop and evaluate 2005 and 2020 travel forecasts for the City of Des Moines. The forecasts for 2020 will include conditions with and without the SR 509/South Access Roadway and with and without the 16th/18th Arterial, since that project is not yet funded.

Description:

The 2005 and 2020 travel forecasts for the City of Des Moines will be prepared using the model developed by the Consultant for the original Des Moines Transportation Element and the 1995 update. The current model (using the TMODEL2 software package) is somewhat limited in evaluating traffic connections in the recently annexed Redondo area in the south part of the City. This constraint will be resolved by working closely with the City of Federal Way to obtain traffic growth rates on key arterials connecting with the City of Des Moines from the south.

The model transportation analysis zone (TAZ) structure and network within the City of Des Moines will be re-evaluated to ensure that it will provide the information needed to meet the City's planning objectives. The Des Moines Planning Department will provide the Consultant estimates of relatively recent land use data (1995-1998) for all TAZs within the City. The land use data will include the number of households (single-family, multi-family, retirement) and number of employees (by three or four categories). The data will be in similar format as that previously provided for the original Transportation Element and the 1995 update. The Consultant will obtain similar data for TAZs from adjacent jurisdictions and from the PSRC. The base year model calibration will be checked and validated prior to proceeding with the 2005 and 2020 traffic forecasts. This will include an evaluation of screenlines and traffic assignments to key arterials in and around the City, compared to actual counts.

Once the base year model calibration is validated, the 2005 and 2020 model will be developed. The base model networks will assume construction of all currently funded transportation improvement projects, including the RTA as appropriate for each horizon year. Two basic alternatives will be tested—one with SR 509. Subalternatives will also be evaluated with and without the 16th/18th Avenue S arterial. The 2005 traffic forecasts will not assume completion of SR 509; however, alternatives with the 16th/18th Ave S arterial will be evaluated if necessary to resolve capacity deficiencies.

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2. The information is provided for the use of the system and the measures taken to protect it.

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9. The information is provided for the use of the system and the measures taken to protect it. The information is classified as CONFIDENTIAL - SECURITY INFORMATION.

At this time it is envisioned that a single land use plan will be evaluated for 2005 and 2020 traffic volumes. The City of Des Moines will provide 2005 and 2020 land use data for TAZs within the City; the Consultant will assemble data for other TAZs using regional data from local jurisdictions. Since PSRC does not have a 2005 model, 2005 land use data for TAZs outside of the City of Des Moines will be interpolated from other horizon years. Additional land use alternatives can be added, as directed by the City. These will require an amendment to the contract.

Auto-vehicle trip tables will be developed for 2005 and 2020 based on the local and regional land use data and relative trip generation data and the modeling procedure used to develop the City's current Transportation Plan. The 2005 and 2020 travel model will be used to develop traffic forecasts and identify capacity deficiencies. The 2020 deficiencies analysis will include a comparison with and without the extension of SR 509 to I-5 and with and without the 16th/18th Arterial. All key corridors serving the City also will be evaluated.

The analysis of the initial travel forecasts and 2005 and 2020 deficiencies analyses will be presented as part of the first City Council study session. The study session will be used to establish the major framework for the 2005 and 2020 Transportation Plan updates. This could include Council direction to include or exclude specific improvement projects, possible revisions to the level of service standard, or priorities for nonmotorized transportation projects.

Products:

A product of this task will be an updated travel forecasting model for testing transportation system improvements or land use alternatives. It also will be a key element of the transportation funding program analysis, including potential traffic impact fees.

Another product of this task will be a handout summarizing the analysis of 2005 and 2020 traffic forecasts and potential deficiencies. Following the City Council study session, the Consultant will update the travel forecasting analyses documentation in the City's existing Comprehensive Plan.

Task 4—Revised Transportation Improvement Projects and Systems Plan

Objectives:

The primary objective of this task will be to update and/or expand the City's existing transportation improvement projects and programs to reflect current priorities and the 2020 traffic forecasts. The list will focus on the 6 to 10 year improvement needs; however, the improvement list will cover the full planning horizon to future traffic forecast.

Description:

The City's current list of transportation system improvement projects and programs will be updated to reflect the City Council's direction on the 2005 and 2020 Transportation Element. The project list will be modified or expanded, as needed to meet the City's level of service standards and other policy direction. The updated project and program list will

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3. Environmental Impact Assessment

The primary objective of this assessment is to identify and evaluate the potential impacts of the proposed project on the environment. The primary objective of this assessment is to identify and evaluate the potential impacts of the proposed project on the environment. The primary objective of this assessment is to identify and evaluate the potential impacts of the proposed project on the environment.

4. Conclusion

The project is located in the area of the proposed project and the potential impacts on the environment. The project is located in the area of the proposed project and the potential impacts on the environment. The project is located in the area of the proposed project and the potential impacts on the environment.

include streets and highways, pedestrians and bicycles, and transit service and transportation demand management elements. The 2005 and 2020 levels of service at key intersections will be calculated based on the draft plan recommendations.

Planning level cost estimates will be prepared for each improvement project using King County's Capital Road Project cost model, or similar spreadsheet program. The Consultant will work with the City to identify reasonable budget estimates for annual operations and maintenance and other citywide transportation programs.

A draft priority will also be assigned to each of the improvement projects. The priorities will take into account policy direction and the Comprehensive Plan goals. It will be based on existing deficiencies (i.e., safety or capacity), future deficiencies, consistency with other plans, and potential environmental or land use impacts.

Product:

The product of this task will be a revised draft list of transportation improvement projects and programs. The projects will be shown graphical and tabular formats. A summary of planning level costs, by agency, will also be prepared for input into Task 5—Program Financing and Implementation.

Task 5—Program Financing and Implementation Update

Objectives:

This task will be used to develop a realistic transportation funding program for the revised transportation systems plan. A key objective will be balancing the financial program, transportation improvements, and City policies, such as level of service standards.

Description:

This task will build on the City's current transportation funding program. It will update existing revenue sources and current opportunities for state or federal grants. The existing revenue sources will be compared to the total costs of the improvement projects and programs. Based on the results of the previous planning analyses the available existing revenues will not fully cover the total costs of the improvement projects and programs.

Working closely with the City, the Consultant will identify options for increased transportation funding. This will include various concepts for possible traffic impact fees or other private development funding. Other options that could be explored include new City taxes or fees, additional grants, and developing joint projects with other agencies.

The travel model will be coded to reflect the revised draft improvement plan developed in Task 4. The model will be used to identify the origins and destinations of traffic using each of the major improvement projects. This will provide information on "existing" traffic versus "growth" traffic, local versus through traffic, and the relative impacts of traffic from subareas within the City identified for significant development or

The following information is provided for the purpose of identifying the source of the information and is not to be used for any other purpose.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a discrepancy, a problem is identified.

[illegible]

2014

1. The first step is to identify the problem or goal. This involves understanding the current situation and what needs to be achieved.

TABLE 3

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the results of its investigation of the activities of the American Friends Service Committee in the Philippines. It is therefore unable to make any statement regarding the results of its investigation.

1. The above information was obtained from the records of the FBI and is being furnished to you for your information only. It is not to be used for any other purpose without the express written consent of the FBI.

1. The first model is the "bottom-up" model, which is based on the idea that the system is composed of many small, interacting components. This model is often used to study complex systems, such as ecosystems or social networks, where the behavior of the whole system emerges from the interactions of its parts.

redevelopment. The model also will assist in identifying the relative impacts of traffic from adjacent jurisdictions on streets within the City of Des Moines. This information can be useful in developing options for traffic impact fees or as part of a cost sharing formula with another jurisdiction or agency.

Strategies for implementing improvement projects also will be identified. These could include phasing improvements, identifying developer-required improvements, or jointly developing projects with other agencies. The implementation strategies also could include possible restrictions of growth within some parts of the City until certain improvements are funded for construction. This would help ensure that transportation improvements would be concurrent with development, as required by GMA.

The funding and implementation options will be reviewed with City staff to define reasonable alternatives for presentation at a City Council study session. A comparison of the programs will be developed to assist the City Council in providing direction for the funding program. Following input from the City Council, the Consultant will develop a draft funding program, including possible traffic impact fees, other private development funding options, and public monies.

Products:

The preliminary analyses of funding needs and strategies will be documented in a technical memorandum or handout for use at the City Council Study Session. It will summarize the total funding needs, existing revenues, additional public funding options, and a range of private funding strategies.

Following direction from the City Council the funding section of the existing Transportation Element will be revised to reflect the new program.

Task 6—Revised Transportation Element Report

Objectives:

This task will provide the City its revised Transportation Element to be adopted as part of its annual Comprehensive Plan amendment. Its primary objective is to consolidate the analysis and documentation from previous tasks into a single report.

Description:

The draft report sections prepared during the previous tasks will be compiled into a single Transportation Element document. It will be in a similar format to the City's existing Transportation Element, including appropriate tables and graphics. The document will be revised and edited to ensure consistency with the policy direction from the City Council and City staff. The draft report will be submitted to the City for review. Following receipt of review comments the plan report will be finalized for formal action by the City Council.

1. The first of these is the fact that the
information is not being disseminated to the
public in a timely manner.

2. The second is the fact that the
information is not being disseminated to the
public in a timely manner.

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information is not being disseminated to the
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public in a timely manner.

10. The tenth is the fact that the
information is not being disseminated to the
public in a timely manner.

Products:

Ten bound copies of the draft plan will be transmitted to the City for review. Following incorporation of revisions to address comments, ten bound copies of the final report will be provided to the City. A camera-ready copy of the final plan and a computer disk file of the text and graphics will be provided. Consultant generated graphics will be prepared in Autocad format; text will be provided to the City in Microsoft Word 95 or other compatible format.

Schedule:

A six month work program is anticipated starting on or about October 1, 1998. It is the City's desire to hold the first study session with City Council and/or Public Safety and Transportation Committee before the end of this year. This will require receipt of existing and forecast land use data for the modeling by October 15th to provide adequate time for validating the model calibration and preparing the evaluation of travel forecasts. The City also will provide the updated data on existing conditions by October 15th, including available traffic counts, accident data, the current Transportation Improvement Program and changes to the physical and traffic control elements identified in Task 1.

EXHIBIT C-2
PAYMENT
(COST PLUS FIXED FEE)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform with the applicable portion of 48 CFR 31.

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

a. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.

b. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibit D-1 and by this reference made part of this AGREEMENT. When an Actual Cost method, or the Actual Cost Not To Exceed method is used, the CONSULTANT (prime and all subconsultants) will submit to the AGENCY within three months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime consultant or any of the subconsultants shall cause the agency to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The STATE and/or the Federal Government may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

THE SECRETARY OF THE ARMY
WASHINGTON, D. C.
JANUARY 1, 1945

TO THE SECRETARY OF THE ARMY
FROM THE SECRETARY OF THE ARMY
SUBJECT: [Illegible]

1. [Illegible]
2. [Illegible]
3. [Illegible]

4. [Illegible]
5. [Illegible]
6. [Illegible]

7. [Illegible]
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22. [Illegible]
23. [Illegible]
24. [Illegible]

3. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. Automobile mileage for travel will be reimbursed at the current rate approved for AGENCY employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for AGENCY employees. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for the services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional fixed fee which could be authorized from the Management Reserve Fund. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provisions for the added costs and an appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

Any portion of the fixed fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Management Reserve Fund

The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIV, "Extra Work."

6. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT.

The Maximum Total Amount Payable is comprised of the Total Amount Authorized, which includes the Fixed Fee and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for extra work as stipulated in Section XIV, "Extra Work."

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of this AGREEMENT. The invoices will be supported by an itemized listing for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee. To provide a means of verifying the invoiced salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist

1. The first step in the process of determining the value of a property is to identify the property and its location. This is done by obtaining a description of the property from the owner or a reliable source. The next step is to determine the value of the property by comparing it to similar properties in the same area. This is done by looking at the sales prices of similar properties and adjusting for differences in features and location. The final step is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

2. The second step in the process of determining the value of a property is to determine the value of the property by comparing it to similar properties in the same area.

3. The third step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future. This is done by looking at the sales prices of similar properties and adjusting for differences in features and location. The final step is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

4. The fourth step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

5. The fifth step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future. This is done by looking at the sales prices of similar properties and adjusting for differences in features and location. The final step is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

6. The sixth step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

7. The seventh step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future. This is done by looking at the sales prices of similar properties and adjusting for differences in features and location. The final step is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

8. The eighth step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

9. The ninth step in the process of determining the value of a property is to determine the value of the property by taking into account the current market conditions and the value of the property in the future. This is done by looking at the sales prices of similar properties and adjusting for differences in features and location. The final step is to determine the value of the property by taking into account the current market conditions and the value of the property in the future.

of recording the names, titles, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims. The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment.

D. Inspection of Cost Records

The CONSULTANT and the subconsultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the High Seas.

2. The second is that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the High Seas.

3. The third is that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the High Seas.

4. The fourth is that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the High Seas.

5. The fifth is that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the High Seas.

EXHIBIT D-1

CONSULTANT FEE DETERMINATION - SUMMARY SHEET

DES MOINES COMPREHENSIVE TRANSPORTATION PLAN UPDATE - 1998

A. DIRECT SALARY COST (DSC):

Note: All rates in 1998 values.

| Classification | Hours | X | Rate | = | Cost |
|-------------------------|-------|---|---------|---|----------|
| Project Manager | 193 | | \$38.00 | | \$7,334 |
| QC Engineer | 36 | | \$32.50 | | \$1,170 |
| Project Engineer | 410 | | \$25.50 | | \$10,455 |
| Tech/Graphics | 42 | | \$18.20 | | \$764 |
| Clerical/Administrative | 63 | | \$16.00 | | \$1,008 |
| Subtotal (DSC) | 744 | | \$27.86 | | \$20,731 |

B. OVERHEAD (OH) COST:

OH Rate x DSC or 1.91 x A \$39,596

C. FIXED FEE (FF):

FF Rate 0.30 x (A) \$6,219

D. SUBTOTAL - TRANSPOR LABOR

\$66,546

E. SUBCONSULTANTS: (Mark-up @ 5%)

Quote

Marked-up

\$0

F. REIMBURSABLES: (Mark-up @ 0%)

Estimate

Marked-up

| | | |
|------------------------|------------|------------|
| Mileage | \$133.00 | \$133.00 |
| Reproduction / Courier | \$1,000.00 | \$1,000.00 |
| Traffic Counts | \$100.00 | \$100.00 |
| | | \$0.00 |

\$1,233

G. GRAND TOTAL - ESTIMATED FEE (D+E+F)

\$67,779

21-Sep-98

PREPARED BY: _____

CHECKED BY: _____

The TRANSPO Group, Inc. - Bellevue, Washington
 DES MOINES COMPREHENSIVE TRANSPORTATION PLAN UPDATE - 1998
 MANPOWER REQUIREMENT

| | | Project
Manager | QC
Engr | Project
Engr | Tech/
Graph | Type/
Admin | Total
TRANSPO |
|----------------------------------|--|--------------------|------------|-----------------|----------------|----------------|------------------|
| TRANSPORTATION PLAN TASKS | | | | | | | |
| Task 1 | Agency Interaction Program / Administration | 59 | 3 | 0 | 6 | 11 | 79 |
| Task 2 | Transportation Inventory/Existing Conditions | 16 | 2 | 56 | 6 | 8 | 88 |
| Task 3 | 2005 and 2020 Travel Forecast Model | 44 | 9 | 214 | 8 | 8 | 283 |
| Task 4 | Revised Transportation Improvement Projects | 18 | 8 | 74 | 8 | 4 | 112 |
| Task 5 | Financial Plan | 44 | 8 | 42 | 4 | 8 | 106 |
| Task 6 | Draft Transportation Plan | 12 | 6 | 24 | 10 | 24 | 76 |
| Total | | 193 | 36 | 410 | 42 | 63 | 744 |

DES MOINES COMPREHENSIVE TRANSPORTATION PLAN UPDATE - 1998

Manpower & Cost Estimate

| TRANSPORTATION PLAN UPDATE TASKS | | Project
Manager | QC
Engr | Engr | Graphic | Type/
Admin | Total
Hours | Labor
Costs | Direct
Costs | Total
Costs | Prct /
Avg
Cost |
|--|---|--------------------|------------|----------|---------|----------------|----------------|----------------|-----------------|----------------|-----------------------|
| Task 1 Agency Interaction Program / Administration | | | | | | | | | | | |
| 1.01 | Study Sessions (3) | 24 | 3 | 0 | 6 | 6 | 39 | \$3,899 | \$38 | \$3,937 | |
| 1.02 | Agency Coordination (5 mtgs & general) | 35 | 0 | 0 | 0 | 5 | 40 | \$4,526 | \$63 | \$4,589 | |
| 1.03 | Admin / Invoicing/ Status Reports | | | | | | 0 | \$0 | \$0 | \$0 | |
| Sub-Total Hours | | 59 | 3 | 0 | 6 | 11 | 79 | | | | |
| Sub-Total Cost | | \$7,197 | \$313 | \$0 | \$351 | \$565 | | \$8,425 | \$101 | \$8,526 | 12.6%
\$107 |
| Task 2 Transportation Inventory/Existing Conditions | | | | | | | | | | | |
| 2.01 | City Assemble & Transpo Review Ex. Data & | 4 | 0 | 8 | 0 | 0 | 12 | \$1,143 | \$0 | \$1,143 | |
| 2.02 | Field Review | 6 | 0 | 6 | 0 | 0 | 12 | \$1,223 | \$32 | \$1,255 | |
| 2.03 | New Traffic Vols Counts (10) | 1 | 0 | 4 | 0 | 0 | 5 | \$449 | \$1,000 | \$1,449 | |
| 2.04 | Existing Counts & LOS (20) | 1 | 1 | 16 | 0 | 0 | 18 | \$1,536 | \$0 | \$1,536 | |
| 2.05 | Traffic Safety Update | 1 | 1 | 4 | 0 | 0 | 6 | \$554 | \$0 | \$554 | |
| 2.06 | Improvement Plans | 1 | 0 | 6 | 0 | 0 | 7 | \$613 | \$0 | \$613 | |
| 2.07 | Update Transp. Element Exist. Cond. | 2 | 0 | 12 | 6 | 8 | 28 | \$1,988 | \$0 | \$1,988 | |
| Sub-Total Hours | | 16 | 2 | 56 | 6 | 8 | 88 | | | | |
| Sub-Total Cost | | \$1,952 | \$209 | \$4,584 | \$351 | \$411 | | \$7,506 | \$1,032 | \$8,538 | 12.6%
\$85 |
| Task 3 2005 and 2020 Travel Forecast Model | | | | | | | | | | | |
| 3.01 | Existing Land Use (coord w/City) & External | 2 | 0 | 20 | 0 | 0 | 22 | \$1,881 | \$0 | \$1,881 | |
| 3.02 | Review / Modify Zone Structure | 2 | | 2 | 0 | 0 | 4 | \$408 | \$0 | \$408 | |
| 3.03 | Calibration Update | 8 | 2 | 24 | 0 | 0 | 34 | \$3,149 | \$0 | \$3,149 | |
| 3.04 | 2005 & 2020 Land Use External | 4 | | 40 | 0 | 0 | 44 | \$3,762 | \$0 | \$3,762 | |
| 3.05 | 2005 Forecasts and Evaluation | 8 | 2 | 32 | | | 42 | \$3,804 | \$0 | \$3,804 | |
| 3.06 | 2020 Forecasts and Alternative Evaluation | 8 | 2 | 60 | | | 70 | \$6,096 | \$0 | \$6,096 | |
| 3.07 | Future Deficiencies Anal. / Framework | 8 | 1 | 16 | 0 | 0 | 25 | \$2,390 | \$0 | \$2,390 | |
| 3.08 | Documentation Update | 4 | 2 | 20 | 8 | 8 | 42 | \$3,212 | | \$3,212 | |
| Sub-Total Hours | | 44 | 9 | 214 | 8 | 8 | 283 | | | | |
| Sub-Total Cost | | \$5,367 | \$939 | \$17,517 | \$467 | \$411 | | \$24,702 | \$0 | \$24,702 | 36.4%
\$87 |

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DES MOINES COMPREHENSIVE TRANSPORTATION PLAN UPDATE - 1998

Manpower & Cost Estimate

| TRANSPORTATION PLAN UPDATE TASKS | Project Manager | QC Engr | Engr | Graphic | Type/ Admin | Total Hours | Labor Costs | Direct Costs | Total Costs | Prcnt / Avg Cost |
|---|-----------------|---------|----------|---------|-------------|-------------|-------------|--------------|-------------|------------------|
| Task 4 Revised Transportation Improvement Projects | | | | | | | | | | |
| 4.01 Improvement Strategies Analysis | 4 | 1 | 2 | 0 | 0 | 7 | \$756 | \$0 | \$756 | |
| 4.02 Future Levels of Service (20) - 2005 & 2020 | 2 | 2 | 24 | 0 | 0 | 28 | \$2,417 | \$0 | \$2,417 | |
| 4.03 Project Listing Update / Priorities | 8 | 0 | 16 | 0 | 0 | 24 | \$2,286 | \$0 | \$2,286 | |
| 4.04 Cost Estimates (25 impr projects) | 2 | 4 | 24 | 0 | 0 | 30 | \$2,626 | \$0 | \$2,626 | |
| | | | | | | 0 | \$0 | \$0 | \$0 | |
| 4.05 Revised Documentation and Graphics | 2 | 1 | 8 | 8 | 4 | 23 | \$1,676 | \$0 | \$1,676 | |
| Sub-Total Hours | 18 | 8 | 74 | 8 | 4 | 112 | | | | |
| Sub-Total Cost | \$2,196 | \$835 | \$6,057 | \$467 | \$205 | | \$9,761 | \$0 | \$9,761 | 14.4%
\$87 |
| Task 5 Financial Plan | | | | | | | | | | |
| 5.01 Existing Revenue Summary | 6 | 0 | 0 | 0 | 0 | 6 | \$732 | \$0 | \$732 | |
| 5.02 Total Improvement Needs | 2 | 0 | 2 | 0 | 0 | 4 | \$408 | \$0 | \$408 | |
| 5.03 Future Revenue Strategies | 8 | 1 | 0 | 0 | 0 | 9 | \$1,080 | \$0 | \$1,080 | |
| 5.04 Development Impact Fee Strategies/modelin | 16 | 4 | 24 | 0 | 0 | 44 | \$4,334 | \$0 | \$4,334 | |
| 5.05 Balance Plan, Policies, Forecasts, LOS | 8 | 1 | 4 | 0 | 0 | 13 | \$1,408 | \$0 | \$1,408 | |
| 5.06 Documentation | 4 | 2 | 12 | 4 | 8 | 30 | \$2,323 | | \$2,323 | |
| Sub-Total Hours | 44 | 8 | 42 | 4 | 8 | 106 | | | | |
| Sub-Total Cost | \$5,367 | \$835 | \$3,438 | \$234 | \$411 | | \$10,285 | \$0 | \$10,285 | 15.2%
\$97 |
| Task 6 Draft Transportation Plan | | | | | | | | | | |
| 6.01 Pre-Draft Plan | 8 | 4 | 16 | 8 | 16 | 52 | \$3,992 | \$50 | \$4,042 | |
| 6.02 Final Draft Plan | 4 | 2 | 8 | 2 | 8 | 24 | \$1,879 | \$50 | \$1,929 | |
| Sub-Total Hours | 12 | 6 | 24 | 10 | 24 | 76 | | | | |
| Sub-Total Cost | \$1,464 | \$626 | \$1,965 | \$584 | \$1,233 | | \$5,871 | \$100 | \$5,971 | 8.8%
\$77 |
| Grand Total | | | | | | | | | | |
| Total Hours | 193 | 36 | 410 | 42 | 63 | 744 | | | | |
| Total Cost | \$23,543 | \$3,757 | \$33,561 | \$2,454 | \$3,236 | | \$66,550 | \$1,233 | \$67,783 | 100.0% |
| Distribution of Hours | 25.9% | 4.8% | 55.1% | 5.6% | 8.5% | 100.0% | | 1.8% | | \$89 |

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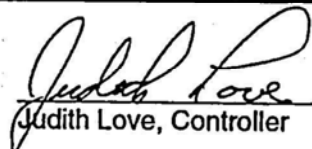
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EXHIBIT E

| The TRANSPO Group, Inc.
1997 OVERHEAD EXPENSES | | | | |
|--|--------------------|--------------------------------|-----------------------------|-------------------------|
| EXPENSE ACCOUNT | 1997
Expense | FAR
Unallowable
Expenses | FAR
Allowable
Expense | % Of
Direct
Labor |
| DIRECT LABOR EXPENSE | \$595,778 | | \$595,778 | 100.0% |
| OVERHEAD EXPENSES | | | | |
| PAYROLL BURDEN | | | | |
| Payroll Taxes | \$89,025 | | \$89,025 | 15% |
| Group Insurance | \$35,759 | | \$35,759 | 6% |
| Paid Leave | \$104,776 | | \$104,776 | 18% |
| Employee Pension & Profit Sharing | \$111,186 | | \$111,186 | 19% |
| SUBTOTAL-Payroll Burden | \$340,746 | \$0 | \$340,746 | 57% |
| ADMINISTRATIVE LABOR | | | | |
| Administrative Labor | \$281,109 | | \$281,109 | 47% |
| Bonuses | \$179,595 | \$109,100 | \$70,495 | 12% |
| SUBTOTAL-Administrative Labor | \$460,704 | \$109,100 | \$351,604 | 59% |
| GENERAL OFFICE EXPENSE | | | | |
| Depreciation | \$32,914 | | \$32,914 | 6% |
| Professional Dues & Training | \$26,768 | | \$26,768 | 4% |
| Bus Development & Prof Meetings/Confs | \$44,042 | \$2,850 | \$41,192 | 7% |
| Insurance-Gen Liab, Prof Liab, & Key | \$21,874 | \$3,960 | \$17,914 | 3% |
| Interest Expense | \$15,838 | \$15,838 | \$0 | 0% |
| Cost of Money for 1997 | \$4,837 | | \$4,837 | 1% |
| Legal, Accounting & Computer Advisors | \$29,807 | \$4,723 | \$25,084 | 4% |
| Office Supplies/Repro/Equip Rental | \$47,069 | \$0 | \$47,069 | 8% |
| Communications | \$25,565 | | \$25,565 | 4% |
| Rent, Repairs & Maintenance | \$180,862 | | \$180,862 | 30% |
| Business Taxes | \$41,848 | | \$41,848 | 7% |
| Miscellaneous & Contributions | \$8,888 | \$8,888 | \$0 | 0% |
| SUBTOTAL- General Office | \$480,312 | \$36,259 | \$444,053 | 75% |
| TOTAL - General & Administrative | \$941,016 | \$145,359 | \$795,657 | 134% |
| TOTAL OVERHEAD EXPENSE | \$1,281,762 | \$145,359 | \$1,136,403 | 191% |
| 
Judith Love, Controller | | | | |

| GENERAL INFORMATION | | ACCOUNT INFORMATION | | ITEM INFORMATION | | TOTALS | |
|---------------------|--------------------|---------------------|--------------|------------------|--------------------|--------|----------|
| DATE | DESCRIPTION | ACCOUNT NO. | ACCOUNT NAME | ITEM NO. | ITEM DESCRIPTION | AMOUNT | CURRENCY |
| 1971-01-01 | Initial deposit | 1001 | General Fund | 1 | Initial deposit | 100.00 | USD |
| 1971-01-15 | Transfer from 1001 | 1002 | Special Fund | 2 | Transfer from 1001 | 50.00 | USD |
| 1971-02-01 | Revenue from 1001 | 1001 | General Fund | 3 | Revenue from 1001 | 25.00 | USD |
| 1971-02-15 | Transfer to 1001 | 1002 | Special Fund | 4 | Transfer to 1001 | 15.00 | USD |
| 1971-03-01 | Revenue from 1001 | 1001 | General Fund | 5 | Revenue from 1001 | 30.00 | USD |
| 1971-03-15 | Transfer to 1001 | 1002 | Special Fund | 6 | Transfer to 1001 | 20.00 | USD |
| 1971-04-01 | Revenue from 1001 | 1001 | General Fund | 7 | Revenue from 1001 | 40.00 | USD |
| 1971-04-15 | Transfer to 1001 | 1002 | Special Fund | 8 | Transfer to 1001 | 35.00 | USD |
| 1971-05-01 | Revenue from 1001 | 1001 | General Fund | 9 | Revenue from 1001 | 50.00 | USD |
| 1971-05-15 | Transfer to 1001 | 1002 | Special Fund | 10 | Transfer to 1001 | 45.00 | USD |
| 1971-06-01 | Revenue from 1001 | 1001 | General Fund | 11 | Revenue from 1001 | 60.00 | USD |
| 1971-06-15 | Transfer to 1001 | 1002 | Special Fund | 12 | Transfer to 1001 | 55.00 | USD |
| 1971-07-01 | Revenue from 1001 | 1001 | General Fund | 13 | Revenue from 1001 | 70.00 | USD |
| 1971-07-15 | Transfer to 1001 | 1002 | Special Fund | 14 | Transfer to 1001 | 65.00 | USD |
| 1971-08-01 | Revenue from 1001 | 1001 | General Fund | 15 | Revenue from 1001 | 80.00 | USD |
| 1971-08-15 | Transfer to 1001 | 1002 | Special Fund | 16 | Transfer to 1001 | 75.00 | USD |
| 1971-09-01 | Revenue from 1001 | 1001 | General Fund | 17 | Revenue from 1001 | 90.00 | USD |
| 1971-09-15 | Transfer to 1001 | 1002 | Special Fund | 18 | Transfer to 1001 | 85.00 | USD |
| 1971-10-01 | Revenue from 1001 | 1001 | General Fund | 19 | Revenue from 1001 | 100.00 | USD |
| 1971-10-15 | Transfer to 1001 | 1002 | Special Fund | 20 | Transfer to 1001 | 95.00 | USD |
| 1971-11-01 | Revenue from 1001 | 1001 | General Fund | 21 | Revenue from 1001 | 110.00 | USD |
| 1971-11-15 | Transfer to 1001 | 1002 | Special Fund | 22 | Transfer to 1001 | 105.00 | USD |
| 1971-12-01 | Revenue from 1001 | 1001 | General Fund | 23 | Revenue from 1001 | 120.00 | USD |
| 1971-12-15 | Transfer to 1001 | 1002 | Special Fund | 24 | Transfer to 1001 | 115.00 | USD |
| 1972-01-01 | Revenue from 1001 | 1001 | General Fund | 25 | Revenue from 1001 | 130.00 | USD |
| 1972-01-15 | Transfer to 1001 | 1002 | Special Fund | 26 | Transfer to 1001 | 125.00 | USD |
| 1972-02-01 | Revenue from 1001 | 1001 | General Fund | 27 | Revenue from 1001 | 140.00 | USD |
| 1972-02-15 | Transfer to 1001 | 1002 | Special Fund | 28 | Transfer to 1001 | 135.00 | USD |
| 1972-03-01 | Revenue from 1001 | 1001 | General Fund | 29 | Revenue from 1001 | 150.00 | USD |
| 1972-03-15 | Transfer to 1001 | 1002 | Special Fund | 30 | Transfer to 1001 | 145.00 | USD |
| 1972-04-01 | Revenue from 1001 | 1001 | General Fund | 31 | Revenue from 1001 | 160.00 | USD |
| 1972-04-15 | Transfer to 1001 | 1002 | Special Fund | 32 | Transfer to 1001 | 155.00 | USD |
| 1972-05-01 | Revenue from 1001 | 1001 | General Fund | 33 | Revenue from 1001 | 170.00 | USD |
| 1972-05-15 | Transfer to 1001 | 1002 | Special Fund | 34 | Transfer to 1001 | 165.00 | USD |
| 1972-06-01 | Revenue from 1001 | 1001 | General Fund | 35 | Revenue from 1001 | 180.00 | USD |
| 1972-06-15 | Transfer to 1001 | 1002 | Special Fund | 36 | Transfer to 1001 | 175.00 | USD |
| 1972-07-01 | Revenue from 1001 | 1001 | General Fund | 37 | Revenue from 1001 | 190.00 | USD |
| 1972-07-15 | Transfer to 1001 | 1002 | Special Fund | 38 | Transfer to 1001 | 185.00 | USD |
| 1972-08-01 | Revenue from 1001 | 1001 | General Fund | 39 | Revenue from 1001 | 200.00 | USD |
| 1972-08-15 | Transfer to 1001 | 1002 | Special Fund | 40 | Transfer to 1001 | 195.00 | USD |
| 1972-09-01 | Revenue from 1001 | 1001 | General Fund | 41 | Revenue from 1001 | 210.00 | USD |
| 1972-09-15 | Transfer to 1001 | 1002 | Special Fund | 42 | Transfer to 1001 | 205.00 | USD |
| 1972-10-01 | Revenue from 1001 | 1001 | General Fund | | | | |

City of Des Moines

CONSENT CALENDAR
Item #4



ADMINISTRATION
21630 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 FAX: (206) 870-6540



RECOGNITION

WHEREAS, one of the basic aims of the Veterans of Foreign Wars as set forth in its Congressional Charter is "to foster true patriotism"; and

WHEREAS, the Voice of Democracy Scholarship Contest sponsored by the Veterans of Foreign Wars of the United States and its Ladies Auxiliary, has proven to be an effective instrument for putting these words into action; and

WHEREAS, the Voice of Democracy Scholarship Contest, in this, its 52nd year, provides an opportunity for high school students to think, write and speak up for our country, for freedom and for democracy; and

WHEREAS, this year's theme, "MY SERVICE TO AMERICA" focuses the attention of tomorrow's leaders on our Democracy and how their guidance will preserve democracy as a way of life for the future of our Republic; and

WHEREAS, an active, dedicated and resourceful population is vital to the preservation of freedom as our nation continues in its third century,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DES MOINES, Washington hereby recognizes October 12 through October 16, 1998, as VOICE OF DEMOCRACY WEEK IN DES MOINES, and

in observance thereof hereby commend the Veterans of Foreign Wars and its Ladies Auxiliary for their sponsorship of the 52nd annual Voice of Democracy Program and call on all 10th, 11th and 12th grade students to think, write and speak up for the future of democracy as they address the theme, "MY SERVICE TO AMERICA".

CITY SEAL

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Professional Services Contract with Protection Technologies, Inc. to provide and install a new Gate Security system on the floating docks.

FOR AGENDA OF: October 8, 1998

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: October 1, 1998

ATTACHMENTS:

1. Proposal from Protection Technologies, Inc.
2. Draft of proposed contract
3. Bib Tabulation

CLEARANCES:

☒ Marina

☒ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

RECOMMENDED ACTION

Motion: "I move that the City Council award the contract for providing and installing a new gate security system at the Des Moines Marina in the amount of \$44,484, including Washington State sales tax, plus a 10% contingency to Protection Technologies, Inc. and authorize the City Manager to sign the contract substantially in the form as attached.

SUMMARY STATEMENT

As part of the 1998 Marina Capital Improvement Plan, the City Council approved a project that would replace the existing key locks on the gates to the floating docks with a new "card lock" system. The present system was installed in 1983, and over the last 15 years, many of the keys that were issued to tenants were not returned. Two years ago, the Marina staff recognized this as a problem, and began looking for a new system. Earlier this year, RFP's were sent out to interested vendors and Protection Technologies, Inc. was selected by the Marina staff to provide the new system because they have installed similar systems at La Conner and the Port of Olympia.

The proximity card lock system proposed by Protection Technologies would replace the old style key locks with a locking mechanism that is activated by a card that contains electronic information. This system will increase security because a software program that will be installed on the computers in the Marina office controls the whole system. Access is monitored by the system and the time and card number is recorded for each entry. Cards can be de-activated at any time by Marina staff, so it will not be a security problem if cards are not returned.

.. 5

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains. The number of transformed cells was determined by the number of colonies obtained after 2 weeks of growth on the selective medium. The results are the mean of three independent experiments. Error bars represent the standard deviation.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the next step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Finally, the last step in the process is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015.

1947, working a better job than the others. The other two were left. The first was left in 1948 and the second in 1949. The third was left in 1950. The fourth was left in 1951. The fifth was left in 1952. The sixth was left in 1953. The seventh was left in 1954. The eighth was left in 1955. The ninth was left in 1956. The tenth was left in 1957. The eleventh was left in 1958. The twelfth was left in 1959. The thirteenth was left in 1960. The fourteenth was left in 1961. The fifteenth was left in 1962. The sixteenth was left in 1963. The seventeenth was left in 1964. The eighteenth was left in 1965. The nineteenth was left in 1966. The twentieth was left in 1967. The twenty-first was left in 1968. The twenty-second was left in 1969. The twenty-third was left in 1970. The twenty-fourth was left in 1971. The twenty-fifth was left in 1972. The twenty-sixth was left in 1973. The twenty-seventh was left in 1974. The twenty-eighth was left in 1975. The twenty-ninth was left in 1976. 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The fifty-eighth was left in 2005. The fifty-ninth was left in 2006. The sixtieth was left in 2007. The sixty-first was left in 2008. The sixty-second was left in 2009. The sixty-third was left in 2010. The sixty-fourth was left in 2011. The sixty-fifth was left in 2012. The sixty-sixth was left in 2013. The sixty-seventh was left in 2014. The sixty-eighth was left in 2015. The sixty-ninth was left in 2016. The seventieth was left in 2017. The seventy-first was left in 2018. The seventy-second was left in 2019. The seventy-third was left in 2020. The seventy-fourth was left in 2021. The seventy-fifth was left in 2022. The seventy-sixth was left in 2023. The seventy-seventh was left in 2024. The seventy-eighth was left in 2025. The seventy-ninth was left in 2026. The eightieth was left in 2027. The eighty-first was left in 2028. The eighty-second was left in 2029. The eighty-third was left in 2030. The eighty-fourth was left in 2031. The eighty-fifth was left in 2032. The eighty-sixth was left in 2033. The eighty-seventh was left in 2034. The eighty-eighth was left in 2035. The eighty-ninth was left in 2036. The ninetieth was left in 2037. The ninety-first was left in 2038. The ninety-second was left in 2039. The ninety-third was left in 2040. The ninety-fourth was left in 2041. The ninety-fifth was left in 2042. The ninety-sixth was left in 2043. The ninety-seventh was left in 2044. The ninety-eighth was left in 2045. The ninety-ninth was left in 2046. The hundredth was left in 2047. The hundred-first was left in 2048. The hundred-second was left in 2049. The hundred-third was left in 2050. The hundred-fourth was left in 2051. The hundred-fifth was left in 2052. The hundred-sixth was left in 2053. The hundred-seventh was left in 2054. The hundred-eighth was left in 2055. The hundred-ninth was left in 2056. The hundred-tenth was left in 2057. The hundred-eleventh was left in 2058. The hundred-twelfth was left in 2059. The hundred-thirteenth was left in 2060. The hundred-fourteenth was left in 2061. The hundred-fifteenth was left in 2062. The hundred-sixteenth was left in 2063. The hundred-seventeenth was left in 2064. The hundred-eighteenth was left in 2065. The hundred-nineteenth was left in 2066. The hundred-twentieth was left in 2067. The hundred-twenty-first was left in 2068. The hundred-twenty-second was left in 2069. The hundred-twenty-third was left in 2070. The hundred-twenty-fourth was left in 2071. The hundred-twenty-fifth was left in 2072. The hundred-twenty-sixth was left in 2073. The hundred-twenty-seventh was left in 2074. The hundred-twenty-eighth was left in 2075. The hundred-twenty-ninth was left in 2076. The hundred-thirtieth was left in 2077. The hundred-thirty-first was left in 2078. The hundred-thirty-second was left in 2079. The hundred-thirty-third was left in 2080. The hundred-thirty-fourth was left in 2081. The hundred-thirty-fifth was left in 2082. The hundred-thirty-sixth was left in 2083. The hundred-thirty-seventh was left in 2084. The hundred-thirty-eighth was left in 2085. The hundred-thirty-ninth was left in 2086. The hundred-fortieth was left in 2087. The hundred-forty-first was left in 2088. The hundred-forty-second was left in 2089. The hundred-forty-third was left in 2090. The hundred-forty-fourth was left in 2091. The hundred-forty-fifth was left in 2092. The hundred-forty-sixth was left in 2093. The hundred-forty-seventh was left in 2094. The hundred-forty-eighth was left in 2095. The hundred-forty-ninth was left in 2096. The hundred-fiftieth was left in 2097. The hundred-fifty-first was left in 2098. The hundred-fifty-second was left in 2099. The hundred-fifty-third was left in 2100. The hundred-fifty-fourth was left in 2101. The hundred-fifty-fifth was left in 2102. The hundred-fifty-sixth was left in 2103. The hundred-fifty-seventh was left in 2104. The hundred-fifty-eighth was left in 2105. The hundred-fifty-ninth was left in 2106. The hundred-sixtieth was left in 2107. The hundred-sixty-first was left in 2108. The hundred-sixty-second was left in 2109. The hundred-sixty-third was left in 2110. The hundred-sixty-fourth was left in 2111. The hundred-sixty-fifth was left in 2112. The hundred-sixty-sixth was left in 2113. The hundred-sixty-seventh was left in 2114. The hundred-sixty-eighth was left in 2115. The hundred-sixty-ninth was left in 2116. The hundred-seventieth was left in 2117. The hundred-seventy-first was left in 2118. The hundred-seventy-second was left in 2119. The hundred-seventy-third was left in 2120. The hundred-seventy-fourth was left in 2121. The hundred-seventy-fifth was left in 2122. The hundred-seventy-sixth was left in 2123. The hundred-seventy-seventh was left in 2124. The hundred-seventy-eighth was left in 2125. The hundred-seventy-ninth was left in 2126. The hundred-eightieth was left in 2127. The hundred-eighty-first was left in 2128. 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Protection Technologies, Inc. proposes to provide and install the new system for \$44,484, including Washington State sales tax. With a 10% contingency, the total requested authorization for this project is \$48,934. The amount budgeted for this project is \$50,000.

Initially, 3000 "key cards" will be purchased. This will supply each of the current tenants with at least two cards, and provide a backup inventory of approximately 750 cards. The start-up cost for the cards will be about \$10,000, (\$2 - \$3 each). The tenants will be charged a fee of \$5.00 for each card so the costs will be recovered quickly. The Marina staff recommends that the cards be treated as an expense/revenue item, and included in the Marina operating budget.

**CONTRACT FOR PROVIDING AND INSTALLING A GATE SECURITY SYSTEM
ON THE FLOATING DOCKS
BETWEEN THE CITY OF DES MOINES MARINA
AND PROTECTION TECHNOLOGIES, INC.**

THIS CONTRACT is made and entered into this 10th day of October, 1998, by and between the CITY OF DES MOINES, Washington, hereinafter called the "City", and Protection Technologies, Inc., hereinafter called the "Contractor" or "Vendor".

WITNESSED that the City and the Contractor for the hereinafter established consideration agree as follows:

1. Definitions:

A. Contract Documents. The Contract Documents consist of this Contract, and the following Exhibits attached hereto:

- Attachment A – Contractor's proposal dated April 6, 1998
- Attachment B - List of system options, clarifications & exclusions
- Attachment C - Insurance Requirements
- Attachment D –Installation schedule with projected cut-over date

The Contract Documents specifically include all promises, warranties, commitments, conditions and representations contained in the Contractor's proposal, a copy of which is attached hereto and incorporated by this reference.

B. "Cutover Date" is the date that the equipment has been delivered, set up and tested as operational and ready to be placed into service per the manufacturer's specifications.

C. "Equipment" means, collectively, all items of hardware and software equipment to be purchased hereunder, as listed in Exhibit A.

D. "Modification" is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the City.

2. Contractor's Obligations. That all labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Contractor and the Contract performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. Scope of Work. The work to be performed under this Contract shall be known as the City's:

MARINA GATE SECURITY PROJECT

All work is to be done in accordance with and as described in the attached Contract Documents, including any and all Plans, Conditions, Specifications, and Bid Documents prepared for this project; the Uniform Building Code, 1994; and City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and shall

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

REPORT OF THE
COMMISSION ON THE ORGANIZATION OF THE
DEPARTMENT OF CHEMISTRY

PRESENTED TO THE
FACULTY OF THE UNIVERSITY OF CHICAGO

BY THE
COMMISSION ON THE ORGANIZATION OF THE
DEPARTMENT OF CHEMISTRY
CHICAGO, ILLINOIS
1964

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perform any alterations in or additions to the work provided under this Contract and every part thereof.

4. **The Contract.** The Contract Documents form the Contract for Gate Security Equipment, Software and Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by written agreement of the parties. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the City and a Subcontractor or Sub-subcontractor or (2) between any persons or entities other than the City and Contractor.

5. **Compensation.** In consideration for the complete and faithful performance of the Contract, the Contractor shall be paid as set forth in the Contract. Excepting changes and modifications necessitated or agreed upon as provided in the Contract, the City Council authorized payment to Contractor which totaled \$ 44,484*. Payment shall be made as provided in the Contract Documents.

- Amount subject to change based upon the feasibility of installing door position switches on the gates.

The payment schedule for the Equipment, services and applicable taxes shall be:

| | | |
|----|---|-----------------------------|
| A. | Upon Execution of this agreement: | 10% |
| B. | Progress Payments, amounts agreed upon by the City, less the 5% retention required by State Law for Public Works Contracts. | Percentage of work complete |
| C. | Upon Cutover Date | Balance Due, less retention |
| D. | Upon receipt of L&I and Department of Revenue clearances | 5% retention |

Until the full payment is received by Contractor, Contractor shall retain a security interest in the Equipment, and City shall not sell or lease the Equipment or allow any liens or encumbrances to attach to any part of the Equipment.

The rates and charges specified in the Agreement contemplate the establishment of service without abnormal or excessive expense to Contractor. Should abnormal working conditions or interruptions exist during the scheduled system installation interval, the customer may be required to pay reasonable charges as determined by the Contractor and agreed to by the City. Contractor shall not be liable for any delay or inability to perform under this Agreement due to labor disputes, fire, unusually severe weather, embargoes, floods, earthquakes, acts of God, acts of any public authority or sovereign government, delays of defaults caused by public carriers, or any other causes beyond the Contractor's control. In the event of such a delay, the time for performance shall be extended for a period of time equal to the length of the delay encountered by Contractor.

6. **Performance Standards.** Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. **Record Keeping.** All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon demand. The Contractor is entitled to retain a complete set of work product for historical and evidentiary purposes. All information concerning the City and said project, which is not otherwise a matter of public record or

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

[illegible]

the most common type of error is the failure to include the necessary information in the report. This can be due to a number of factors, including a lack of understanding of the requirements of the report, a lack of time, or a lack of resources. It is important to ensure that the report is complete and accurate, and that it provides the necessary information to the reader. This can be achieved by following the guidelines provided in the report, and by ensuring that the information is presented in a clear and concise manner. It is also important to ensure that the report is written in a professional and objective manner, and that it is free from bias and prejudice. By following these guidelines, you can ensure that your report is of the highest quality, and that it provides the necessary information to the reader.

the authors acknowledge the help of the following people: David Brown, who provided the conditions of the experiments; the referees, who provided useful comments; and the authors' families, who provided the authors with love.

[illegible]

required by law to be made public, is confidential and the Contractor will not, in whole or in part, now or at any time, disclose that information without the express written consent of the City.

8. **Assignment.** This Contract may not be assigned or otherwise transferred by either party hereto.

9. **Modification.** No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. **Independent Contractor.** The services provided by the Contractor under this Contract are provided as an independent contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

11. **Indemnification.** The Contractor will indemnify, defend, and hold harmless the City, its agents, employees and volunteers, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from acts, errors, omissions, or negligent acts of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agencies or employees caused or contributed to the alleged injury or damage. In the event that the City elects to defend itself against any claim or suit arising from any injury, death, or damage, the Contractor, in addition to providing indemnification and holding the City harmless as set forth above, shall indemnify the City for all expenses incurred by the City in defending such claim or suit, including attorney fees; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Contract and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of the Contractor, its employees, agents, or representatives.

12. **Insurance and Bonds.** The Contractor shall satisfy the Insurance requirements set forth in Attachment C, which is incorporated herein by this reference.

13. **Dispute Resolution Procedures.**

A. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion. The number of people aged 65 and over is expected to increase from 200 million to 400 million. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion.

1. *Wissenschaftliche Grundlagen der Betriebswirtschaftslehre*
 2. *Wirtschaftsinformatik*
 3. *Wirtschaftsrecht*
 4. *Wirtschaftsprüfung*
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[12] J. Jost, *Calculus of Variations*, 3rd ed., Cambridge University Press, Cambridge, 2005.

The second of the two main types of the "new" literature is the "new" novel. The "new" novel is a type of novel that is characterized by its experimental nature. It is a novel that is not bound by the traditional rules of the novel. It is a novel that is free to experiment with form, style, and content. It is a novel that is free to explore the boundaries of the novel. It is a novel that is free to be as weird and wonderful as it wants to be.

[illegible]

1. The first part of the report, which is the most important, is the
 2. description of the situation in the country. This is done in a
 3. very clear and concise manner, and the reader is able to get a
 4. good impression of the situation in the country.

• **Prevalence** = the proportion of a population that has a disease at a particular point in time

[illegible]

by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

B. Venue, Applicable Law and Personal Jurisdiction. All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

14. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Waiver. The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

16. Captions. The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

18. Concurrent Originals. This Contract may be signed in counterpart originals.

19. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

20. City will provide the electrical power sources necessary for proper functioning of the Equipment. City shall furnish such storage and other facilities as specified by the Contractor.

21. Contractor hereby warrants all Equipment as follows:

Equipment shall be free and clear of all liens and encumbrances. All manufacturers' warranties applicable to the products shall be in full force at the time of sale to the City, and such warranty periods and terms shall be as provided by the manufacturer for its new equipment as specified in the manufacturer's end-user documentation.

Contractor shall offer manufacturer's warranty service, if any, on the products, provided that City has maintained the products in good operating condition and complied with those requirements and operating procedures necessary to keep all manufacturer's warranties in full force and effect, and provided the products have not been modified or repaired by any party other than Contractor.

1. The purpose of this document is to provide information regarding the activities of the [redacted] in the [redacted] area.

2. It is noted that the [redacted] has been active in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

3. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

4. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

5. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

6. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

7. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

8. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

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12. The [redacted] has been observed in the [redacted] area, and it is believed that the [redacted] is involved in the [redacted] activities.

IN WITNESS THEREOF, three (3) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

PROTECTION TECHNOLOGIES, INC.

By _____

By _____

Its _____

Its _____

21630 11th Avenue So.

Address: 1805 136TH Place N.E. Suite 104

Des Moines, WA 98198

Bellevue, WA 98005

Dated _____

Dated _____

APPROVED AS TO FORM:

City Attorney

CONTRACT: TCCON97/96-194
2/24/97

Attachment "C"

INSURANCE AND BOND REQUIREMENTS

1. Contractor's Liability Insurance

1.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor, the City and their agents, representatives and employees from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under worker's or workmen's compensation, disability benefit, and similar employee benefit acts with workmen's compensation and employer's liability insurance in an amount not less than those necessary to meet the statutory requirements of the State of Washington;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of persons performing work or services or supplying materials for the work;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use resulting therefrom;
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under this contract.

Limits of liability for Commercial General Liability and Automobile Liability shall be not less than \$1 million combined single limits per occurrence, \$1 million annual aggregate. Coverage shall include, but not be limited to: Blanket Contractual Liability, Products/Completed Operations, Broad Form Property Damage, Explosion, Collapse & Underground (XCU) if applicable, and Employer's Liability. In addition, Contractor's insurance shall include an Installation Floater or similar clause covering one-hundred-percent (100%) in value of all equipment, materials and software to be installed by Contractor under this Contract. Except for worker's compensation insurance, the Contractor shall provide as an additional endorsement to the City listing the City as an additional insured in the above listed policies of insurance.

Page 1

1. The City of Chicago is hereby...

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9. The City of Chicago is hereby...

10. The City of Chicago is hereby...

11. The City of Chicago is hereby...

1.2 The insurance required by subparagraph 1.1.1 shall be primary and noncontributing to any insurance possessed or procured by the City, and limits of liability shall not be less than those set forth herein.

1.3 The insurance required by paragraph 1.1.1 shall contain a clause stating that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respects to the limits of the insurer's liability.

1.4 Certified copies of insurance policies and endorsements acceptable to the City shall be filed with the City prior to commencement of the work. These policies shall contain a provision that coverage's afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

2. *Property Insurance*

2.1 The Contractor shall purchase and at all times maintain such insurance as well protect the Contractor, subcontractors and sub-subcontractors, City and the City's employees and agents from loss or damage to work or property in course of construction, including all machinery, materials, and supplies on the premises or in transit thereto, and intended to become a part of the finished work, including materials stored off-site, until acceptance by the City. This insurance shall be in the form of a *Builder's Risk* all risk property insurance policy or equivalent and shall provide coverage for full replacement cost. Contractor shall cause such policy or policies of insurance required under this subparagraph to be endorsed so as to provide that the insurer or insurers waive any right of subrogation against the City. Any deductible provisions in such insurance shall not exceed \$5,000 and shall be the sole responsibility of the Contractor.

2.2. Any loss insured under subparagraph 1.2.1 is to be adjusted with the City and made payable to the City as trustee for the insured. The Contractor shall pay each subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his subcontractors in similar manner.

2.3 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this paragraph 1.2 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waiver in favor of the City and the Contractor by subcontractors and sub-subcontractors. With respect to the waiver rights or recovery, the term City shall be deemed to include, to the extent covered by the property insurance applicable thereto, its consultants, employees and agents, and representatives. The City shall require, by appropriate agreement, written where legally required for validity, similar waiver in favor of the Contractor and his subcontractors and sub-subcontractors.

2.4 The City as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the City's

The first part of the book is devoted to a general introduction to the subject of the book. It is divided into two main sections: the first section deals with the general principles of the subject, and the second section deals with the specific details of the subject.

The second part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The third part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The fourth part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The fifth part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The sixth part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The seventh part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The eighth part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

The ninth part of the book is devoted to a detailed discussion of the various aspects of the subject. It is divided into three main sections: the first section deals with the general principles of the subject, the second section deals with the specific details of the subject, and the third section deals with the application of the subject to various fields of study.

Attachment "C"

Gate Security System Contract Between the
City of Des Moines and Protection Technologies, Inc.

Page 3

exercise of this power, and if such objection is made, the matter shall be resolved using the Dispute Resolution process set forth in the Contract.

2.5 In the event Contractor neglects, refuses, or fails to provide the insurance required under the contract documents, or if such insurance is canceled for any reason, the City shall have the right but not the duty to procure the same, and the cost thereof shall be deducted from moneys then due or thereafter to become due to the Contractor.

CONTRACTS/TCCON97/96-194
2/24/97

DRAFT

**CONTRACT FOR PROVIDING AND INSTALLING A GATE SECURITY SYSTEM
ON THE FLOATING DOCKS
BETWEEN THE CITY OF DES MOINES MARINA
AND PROTECTION TECHNOLOGIES, INC.**

THIS CONTRACT is made and entered into this 10th day of October, 1998, by and between the CITY OF DES MOINES, Washington, hereinafter called the "City", and Protection Technologies, Inc., hereinafter called the "Contractor" or "Vendor".

WITNESSED that the City and the Contractor for the hereinafter established consideration agree as follows:

1. Definitions:

A. Contract Documents. The Contract Documents consist of this Contract, and the following Exhibits attached hereto:

- Attachment A – Contractor's proposal dated April 6, 1998
- Attachment B - List of system options, clarifications & exclusions
- Attachment C - Insurance Requirements
- Attachment D –Installation schedule with projected cut-over date

The Contract Documents specifically include all promises, warranties, commitments, conditions and representations contained in the Contractor's proposal, a copy of which is attached hereto and incorporated by this reference.

B. "Cutover Date" is the date that the equipment has been delivered, set up and tested as operational and ready to be placed into service per the manufacturer's specifications.

C. "Equipment" means, collectively, all items of hardware and software equipment to be purchased hereunder, as listed in Exhibit A.

D. "Modification" is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the City.

2. Contractor's Obligations. That all labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Contractor and the Contract performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. Scope of Work. The work to be performed under this Contract shall be known as the City's:

MARINA GATE SECURITY PROJECT

All work is to be done in accordance with and as described in the attached Contract Documents, including any and all Plans, Conditions, Specifications, and Bid Documents prepared for this project; the Uniform Building Code, 1994; and City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and shall

has quashed all other methods of protest. The only way to get your voice heard is to join the Union, and the only way to get your voice heard is to join the Union.

1. $\mathcal{H}^1(\mathbb{R}^n) \subset \mathcal{H}^2(\mathbb{R}^n)$ and $\mathcal{H}^2(\mathbb{R}^n) \subset \mathcal{H}^1(\mathbb{R}^n)$ if and only if $n = 1$.
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 10. $\mathcal{H}^1(\mathbb{R}^n) \subset \mathcal{H}^2(\mathbb{R}^n)$ and $\mathcal{H}^2(\mathbb{R}^n) \subset \mathcal{H}^1(\mathbb{R}^n)$ if and only if $n = 1$.

1. $\mathcal{C}(\mathcal{A})$ is a subalgebra of $\mathcal{C}(\mathcal{B})$ and $\mathcal{C}(\mathcal{A}) \cap \mathcal{C}(\mathcal{B}) = \mathcal{C}(\mathcal{A})$.
2. $\mathcal{C}(\mathcal{A})$ is a subalgebra of $\mathcal{C}(\mathcal{B})$ and $\mathcal{C}(\mathcal{A}) \cap \mathcal{C}(\mathcal{B}) = \mathcal{C}(\mathcal{A})$.

1. The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1910.

with a normal χ^2 distribution. The χ^2 value is then compared with the χ^2 value for the 95% confidence level. If the χ^2 value is greater than the χ^2 value for the 95% confidence level, the null hypothesis is rejected and the difference between the two groups is considered statistically significant.

[illegible]

It is the policy of the Department of Health and Human Services to ensure that all individuals who are eligible for the program are able to obtain the necessary services. The Department is committed to providing a high quality of care and to ensuring that the program is accessible to all individuals who are eligible for the program. The Department is also committed to ensuring that the program is cost-effective and that the services are provided in a timely and efficient manner. The Department is also committed to ensuring that the program is evaluated and improved on a regular basis. The Department is also committed to ensuring that the program is transparent and that the public is able to access the information that is needed to make informed decisions about the program. The Department is also committed to ensuring that the program is accountable and that the public is able to hold the Department accountable for its actions. The Department is also committed to ensuring that the program is fair and that the services are provided in a non-discriminatory manner. The Department is also committed to ensuring that the program is safe and that the services are provided in a secure environment. The Department is also committed to ensuring that the program is effective and that the services are provided in a way that meets the needs of the individuals who are eligible for the program. The Department is also committed to ensuring that the program is efficient and that the services are provided in a way that minimizes waste. The Department is also committed to ensuring that the program is innovative and that the services are provided in a way that reflects the latest research and best practices. The Department is also committed to ensuring that the program is flexible and that the services are provided in a way that can adapt to changing needs. The Department is also committed to ensuring that the program is sustainable and that the services are provided in a way that can be maintained over the long term. The Department is also committed to ensuring that the program is transparent and that the public is able to access the information that is needed to make informed decisions about the program. The Department is also committed to ensuring that the program is accountable and that the public is able to hold the Department accountable for its actions. The Department is also committed to ensuring that the program is fair and that the services are provided in a non-discriminatory manner. The Department is also committed to ensuring that the program is safe and that the services are provided in a secure environment. The Department is also committed to ensuring that the program is effective and that the services are provided in a way that meets the needs of the individuals who are eligible for the program. The Department is also committed to ensuring that the program is efficient and that the services are provided in a way that minimizes waste. The Department is also committed to ensuring that the program is innovative and that the services are provided in a way that reflects the latest research and best practices. The Department is also committed to ensuring that the program is flexible and that the services are provided in a way that can adapt to changing needs. The Department is also committed to ensuring that the program is sustainable and that the services are provided in a way that can be maintained over the long term.

perform any alterations in or additions to the work provided under this Contract and every part thereof.

4. **The Contract.** The Contract Documents form the Contract for Gate Security Equipment, Software and Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by written agreement of the parties. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the City and a Subcontractor or Sub-subcontractor or (2) between any persons or entities other than the City and Contractor.

5. **Compensation.** In consideration for the complete and faithful performance of the Contract, the Contractor shall be paid as set forth in the Contract. Excepting changes and modifications necessitated or agreed upon as provided in the Contract, the City Council authorized payment to Contractor which totaled \$ 44,484*. Payment shall be made as provided in the Contract Documents.

- Amount subject to change based upon the feasibility of installing door position switches on the gates.

The payment schedule for the Equipment, services and applicable taxes shall be:

| | | |
|----|---|-----------------------------|
| A. | Upon Execution of this agreement: | 10% |
| B. | Progress Payments, amounts agreed upon by the City, less the 5% retention required by State Law for Public Works Contracts. | Percentage of work complete |
| C. | Upon Cutover Date | Balance Due, less retention |
| D. | Upon receipt of L&I and Department of Revenue clearances | 5% retention |

Until the full payment is received by Contractor, Contractor shall retain a security interest in the Equipment, and City shall not sell or lease the Equipment or allow any liens or encumbrances to attach to any part of the Equipment.

The rates and charges specified in the Agreement contemplate the establishment of service without abnormal or excessive expense to Contractor. Should abnormal working conditions or interruptions exist during the scheduled system installation interval, the customer may be required to pay reasonable charges as determined by the Contractor and agreed to by the City. Contractor shall not be liable for any delay or inability to perform under this Agreement due to labor disputes, fire, unusually severe weather, embargoes, floods, earthquakes, acts of God, acts of any public authority or sovereign government, delays or defaults caused by public carriers, or any other causes beyond the Contractor's control. In the event of such a delay, the time for performance shall be extended for a period of time equal to the length of the delay encountered by Contractor.

6. **Performance Standards.** Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. **Record Keeping.** All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon demand. The Contractor is entitled to retain a complete set of work product for historical and evidentiary purposes.

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All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential and the Contractor will not, in whole or in part, now or at any time, disclose that information without the express written consent of the City.

8. **Assignment.** This Contract may not be assigned or otherwise transferred by either party hereto.

9. **Modification.** No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. **Independent Contractor.** The services provided by the Contractor under this Contract are provided as an independent contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

11. **Indemnification.** The Contractor will indemnify, defend, and hold harmless the City, its agents, employees and volunteers, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from acts, errors, omissions, or negligent acts of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agencies or employees caused or contributed to the alleged injury or damage. In the event that the City elects to defend itself against any claim or suit arising from any injury, death, or damage, the Contractor, in addition to providing indemnification and holding the City harmless as set forth above, shall indemnify the City for all expenses incurred by the City in defending such claim or suit, including attorney fees; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Contract and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of the Contractor, its employees, agents, or representatives.

12. **Insurance and Bonds.** The Contractor shall satisfy the Insurance requirements set forth in Attachment C, which is incorporated herein by this reference.

13. **Dispute Resolution Procedures.**

A. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration

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Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

B. Venue, Applicable Law and Personal Jurisdiction. All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

14. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Waiver. The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

16. Captions. The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

18. Concurrent Originals. This Contract may be signed in counterpart originals.

19. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

20. City will provide the electrical power sources necessary for proper functioning of the Equipment. City shall furnish such storage and other facilities as specified by the Contractor.

21. Contractor hereby warrants all Equipment as follows:

Equipment shall be free and clear of all liens and encumbrances. All manufacturers' warranties applicable to the products shall be in full force at the time of sale to the City, and such warranty periods and terms shall be as provided by the manufacturer for its new equipment as specified in the manufacturer's end-user documentation.

[illegible]

For example, the *Journal of the American Medical Association* (JAMA) has a circulation of 2,500,000 copies, and the *New England Journal of Medicine* has a circulation of 1,500,000 copies. The *Journal of the American Medical Association* is the largest medical journal in the world, and the *New England Journal of Medicine* is the second largest.

[illegible]

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As a result, the model is able to capture the nonlinear relationship between the variables and the response variable.

1. The first of these is the fact that the *Journal* is a journal of the *Journal of the American Medical Association*, and not a journal of the *Journal of the American Medical Association*.

...and the ...

Journal of Management Inquiry 23(1) 3-16

...and more shall be done ...

Contractor shall offer manufacturer's warranty service, if any, on the products, provided that City has maintained the products in good operating condition and complied with those requirements and operating procedures necessary to keep all manufacturer's warranties in full force and effect, and provided the products have not been modified or repaired by any party other than Contractor.

IN WITNESS THEREOF, three (3) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

PROTECTION TECHNOLOGIES, INC.

By _____

Its _____

21630 11th Avenue So.
Des Moines, WA 98198

Dated _____

By _____

Its _____

Address: 1805 136TH Place N.E. Suite 104
Bellevue, WA 98005

Dated _____

APPROVED AS TO FORM:

City Attorney

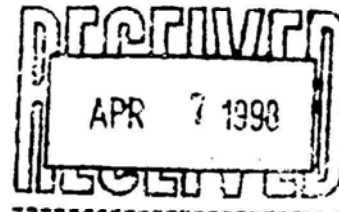
CONTRACT: TCCON97/96-194
2/24/97

PROTECTION
PTI
TECHNOLOGIES, INC.

Attachment A

1805 136th Place N.E. Suite 104
Bellevue, Washington 98005
Phone (425) 746-8524 • Fax (425) 746-9422

April 6, 1998



Mr. Jerry Ellingsen
City of Des Moines Marina
22307 Dock Avenue South
Des Moines, Washington 98198

Dear Jerry:

Enclosed is the system information you have requested for the City of Des Moines Marina.

1. Gate Hardware

- A. The card reader is made by Motorola Indala Corp. The Model ASR-603 has a read range of up to five (5) inches.
- B. The locking mechanism is made by Schlage. The model number is D-80P-ORB-626, EU24.
- C. Access cards are made by Motorola Indala Corp. They are designed as "lifetime cards: that can be slot punched vertically or horizontally. They are flexible with beveled edges. The dimensions are 2.125 inches by 3.37 inches and 0.065 inches thick.
- D. Power Failures
Each locking mechanism and each card access process or is backed up by a 7 amp hour battery. In the event of a power failure, the system automatically switches to battery back up to allow cardholders access and keep the gates locked. The time span of the battery back up is largely tied to the activity of the system. The more active the system is (card reads, door unlocks) the sooner the back-up batteries will be exhausted. When power is restored, communication between the processor and the software residing in the "head-end" computer will be restored. This will allow all logs and functions to be updated.

Mr. Jerry Ellingsen
April 6, 1998
Page Two

- E. Operating Reliability in a Marine Environment
The Axxess 202 system has proven itself to be very reliable in a marine environment. The Port of Olympia has a system in use for many years, and the Skagit County Marina at LaConner has a nearly identical system to the one we are proposing for the Des Moines Marina.
- F. Availability/Compatibility of Proximity System with an Intercom System
At present, GYYR/Intelligent Controls does not offer an optional intercom system to tie in with its Axxess 202 system. An intercom would need to be installed as a separate item.

2. Software

- A. PC Requirements
- Pentium 166 or higher processor
 - 32 mbyte minimum RAM
 - 1 gbyte minimum hard disk
 - 1.44 mbyte 3.5" diskette drive
 - Keyboard/mouse
 - 14" minimum Super VGA monitor and video card
 - Windows 95 or Windows NT
 - One or more serial ports
 - Parallel printer port
- B. Operating System
Windows 95 or Windows NT
- C. Report and Control Capabilities
Over 55 built in reports are included with the software, along with complete user definable report generation. The software is multi-tasking and offers 60,000 badge numbers, unlimited system operators, unlimited access levels, unlimited time tasks, unlimited time zones and unlimited input/output points. Axxess 202 is ODBC compatible with database import utilities included. Database entry fields can also be user defined. The system is capable of controlling up to 800 doors and to facilitate ease of use. Axxess 202 includes a complete on-line help operations manual.

Mr. Jerry Ellingsen
April 6, 1998
Page Three

3. System Support

Complete system hardware and software support and service as available 24 hours a day, seven days a week from Protection Technologies, Inc. The manufacturer, GYYR Intelligent Controls is located in Lynnwood, Washington. This proximity gives Protection Technologies, Inc. the best possible factory support, from technical training to software.

4. Costs

A. Installing the system

- 14 Motorola ASR-603 Proximity Card Readers
- 7 GIC BLP-206 Bar Lock Processors
- 1 GIC Axxess 200 Single License Software
- 14 Schlage D-80P-ORB-626-EU24 Knobsets
- 7 Batteries for Back up Processors
- 7 Batteries for Back up System for Locks
- 7 Power Supplies for Strikes
- 1 Lot Miscellaneous Conduit
- 1 Lot Miscellaneous Junction Boxes
- 1 Lot Wire and Cable
- 1 Lot Hardware and Fittings

The total price to provide and install the above quoted is \$29,993.

B. "Card Off" Option

This option is to require a card reader to exit the dock areas:

Add 14 card readers for gate exit.

Add 7 processors for card readers.

Add battery back-up for processors and door strikes

Add labor and miscellaneous hardware and fittings.

The total price to provide and install the above quoted is an additional \$18,821.

Please note that prices quoted do not include Washington State Sales Tax. Power (110 VAC) to be provided by others and is not included in this quotation.

Mr. Jerry Ellingsen
April 6, 1998
Page Four

- C. Fee Structure for Support and Service
Initial software training is included in base bid. Service and support is available 24 hours a day, 7 days a week on either an "on-call basis," or under a service/maintenance agreement.

"On-call" service rate is \$75 per hour with a \$40 call-out fee. Service agreement rates are \$65 per hour and the call-out fee is waived. Response times are 24 hours guaranteed, with 2, 4, 6, 8, etc. hour plans available. Please see the attachment regarding the benefits of a service/maintenance agreement.

5. Installation Schedule

The system is expected to take three to four weeks to completely install and train your staff. The installation could be made active on a gate-by-gate basis or active system-wide on a specific date. Power and PVC requirements would need to be coordinated with the Des Moines Marina staff.

6. References

1. LaConner Marina (360) 466-3118
Russ Johnson
613 North Second Street
P.O. Box 456
LaConner, Washington 98251
2. Port of Olympia (360) 786-1400
Cheryl Cutshaw
East Bay Marine
1022 Marine Drive N.E.
Olympia, Washington 98501
3. Virginia Mason Medical Center (206) 223-6698
Jayna Alexander
1100 Olive Way, Suite 750
Seattle, Washington 98101

Thank you Jerry for the opportunity to provide you with this quotation. Please be assured that if you accept this proposal, we will do everything we can to provide the City of Des Moines Marina with the most professional and efficient service possible.

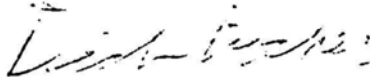
Mr. Jerry Ellingsen

April 6, 1998

Page Five

If you have any further questions or concerns, please do not hesitate to call me. I look forward to working with you on this project.

Kind regards,

A handwritten signature in cursive script, appearing to read "Dick Crocker".

Dick Crocker
Security Consultant

DC:lw

Attachment B

CITY OF DES MOINES DES MOINES MARINA

System Options

- Proximity key tags, when ordered in quantities of 1,000 or more are available for \$6 each.
- Proximity access cards, when ordered in quantities of 1,000 or more are available for \$2 each.
- Network Software is available for \$1,740.
- Door position switch at gate with strobe light alarm and keypad reset switch is available for \$659 per gate.
- An audible alarm can be added for \$155 per gate.

Clarifications and Exclusions

- Power (110 vac) to be provided by others and is not part of this quotation.
- Prices do not include Washington State Sales Tax.
- All workmanship and equipment provided by Protection Technologies, Inc. are guaranteed against defects in workmanship for a period of one year after date of installation.

Attachment "C"

INSURANCE AND BOND REQUIREMENTS

1. Contractor's Liability Insurance

1.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor, the City and their agents, representatives and employees from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under worker's or workmen's compensation, disability benefit, and similar employee benefit acts with workmen's compensation and employer's liability insurance in an amount not less than those necessary to meet the statutory requirements of the State of Washington;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of persons performing work or services or supplying materials for the work;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use resulting therefrom;
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under this contract.

Limits of liability for Commercial General Liability and Automobile Liability shall be not less than \$1 million combined single limits per occurrence, \$1 million annual aggregate. Coverage's shall include, but not be limited to: Blanket Contractual Liability, Products/Completed Operations, Broad Form Property Damage, Explosion, ~~Collapse & Underground (XCU) if applicable~~, and Employer's Liability. In addition, Contractor's insurance shall include an Installation Floater or similar clause covering one-hundred-percent (100%) in value of all equipment, materials and software to be installed by Contractor under this Contract. Except for worker's compensation insurance, the Contractor shall provide as an additional endorsement to the City listing the City as an additional insured in the above listed policies of insurance.

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1.2 The insurance required by subparagraph 1.1.1 shall be primary and noncontributing to any insurance possessed or procured by the City, and limits of liability shall not be less than those set forth herein.

1.3 The insurance required by paragraph 1.1.1 shall contain a clause stating that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respects to the limits of the insurer's liability.

1.4 Certified copies of insurance policies and endorsements acceptable to the City shall be filed with the City prior to commencement of the work. These policies shall contain a provision that coverage's afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

2. *Property Insurance*

2.1 The Contractor shall purchase and at all times maintain such insurance as well protect the Contractor, subcontractors and sub-subcontractors, City and the City's employees and agents from loss or damage to work or property in course of construction, including all machinery, materials, and supplies on the premises or in transit thereto, and intended to become a part of the finished work, including materials stored off-site, until acceptance by the City. This insurance shall be in the form of a *Builder's Risk* all risk property insurance policy or equivalent and shall provide coverage for full replacement cost. Contractor shall cause such policy or policies of insurance required under this subparagraph to be endorsed so as to provide that the insurer or insurers waive any right of subrogation against the City. Any deductible provisions in such insurance shall not exceed \$5,000 and shall be the sole responsibility of the Contractor.

2.2. Any loss insured under subparagraph 1.2.1 is to be adjusted with the City and made payable to the City as trustee for the insured. The Contractor shall pay each subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his subcontractors in similar manner.

2.3 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this paragraph 1.2 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waiver in favor of the City and the Contractor by subcontractors and sub-subcontractors. With respect to the waiver rights or recovery, the term City shall be deemed to include, to the extent covered by the property insurance applicable thereto, its consultants, employees and agents, and representatives. The City shall require, by appropriate agreement, written where legally required for validity, similar waiver in favor of the Contractor and his subcontractors and sub-subcontractors.

1. The Commission has been informed that the Government of the United Kingdom has agreed to accept the Commission's findings and recommendations in the report on the investigation into the activities of the British Intelligence Services in the United States.

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7. The Commission has also been informed that the Government of the United Kingdom has agreed to accept the Commission's findings and recommendations in the report on the investigation into the activities of the British Intelligence Services in the United States.

Attachment "C"

Gate Security System Contract Between the
City of Des Moines and Protection Technologies, Inc.

Page 3

2.4 The City as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the City's exercise of this power, and if such objection is made, the matter shall be resolved using the Dispute Resolution process set forth in the Contract.

2.5 In the event Contractor neglects, refuses, or fails to provide the insurance required under the contract documents, or if such insurance is canceled for any reason, the City shall have the right but not the duty to procure the same, and the cost thereof shall be deducted from moneys then due or thereafter to become due to the Contractor.

CONTRACTS/TCCON97/96-194
2/24/97

ATTACHMENT 3

Proposals

The Marina received four responsive proposals for supplying and installing a new gate security system on the floating docks.

| | | |
|---------------------|--------------|--------------|
| 1. Simplex | Kirkland, WA | \$46,760* |
| 2. London Controls | Seattle, WA | \$35,066 ** |
| 3. Skyline Fire | Lynnwood, WA | \$35,000 *** |
| 4. Protection Tech. | Bellevue, WA | \$29,993 ** |

* Includes tax, plus 120 vac power supply.

** Plus tax, plus 120 vac power supply.

*** Tax and power supply not indicated.

A G E N D A I T E M

SUBJECT: **Capital Improvement Plan
Review**

ATTACHMENTS:

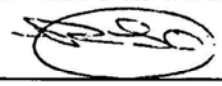
FOR AGENDA OF: October 8, 1998

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: October 1, 1998

CLEARANCES:

[] LEGAL _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL 

RECOMMENDED ACTION

It is recommended that the Council continue discussion and direction on the 1999-2004 CIP if required.

SUMMARY STATEMENT

If the City Council does not conclude discussion of the CIP on October 1st, please bring the new CIP binder for continued discussion on October 8th. If no further discussion is required, the CIP changes requested by Council will be finalized and the document adopted by resolution at an upcoming meeting.

Amend Sec. 1, subsection 1, striking the period at the end of the existing language to read as follows:

...No. 828, except that the City of Burien has yet to sign an indemnity agreement that is consistent with the spirit and intent of Section 2, subsection 9 in City of Des Moines Resolution No. 828 and other findings and conditions contained in the Westwood Preliminary Plat Approvals issued by the City of Des Moines and King County, the predecessor in interest to the City of Burien.

Amend Sec. 3 as follows:

The subdivision and final plat of Westwood-Des Moines is hereby given approval by the Des Moines City Council, subject to the express condition that said approval will automatically become null and void and of no legal effect within sixty (60) days of the effective date of this resolution unless the City of Burien executes an indemnity and maintenance agreement with the City of Des Moines, as required in the preliminary plat approval, in a form that is approved by the Des Moines City Attorney. The subdivision and final plat shall not be recorded until or unless the conditions set forth in this section are satisfied.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it sets out the policy of the new administration.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 1, 1861. It contains a detailed account of the financial state of the country at the beginning of the year.

3. The third part of the document is a report from the Secretary of the Navy, dated January 1, 1861.

4. The fourth part of the document is a report from the Secretary of the War, dated January 1, 1861. It contains a detailed account of the military state of the country at the beginning of the year.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Proposed Amendments to the
Greater Des Moines Comprehensive
Plan to Comply with the May 26, 1998
Order of the Central Puget Sound
Growth Management Hearings Board

FOR AGENDA OF: October 8, 1998

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: October 2, 1998

ATTACHMENTS: Draft Ordinance No. 98-219.
With Attachments A-O.

CLEARANCES:

☒ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: DEC

RECOMMENDED ACTION

MOTION: "To enact Draft Ordinance No. 98-219."

SUMMARY STATEMENT

On September 24, 1998, the City Council passed Draft Ordinance No. 98-219 onto a second reading scheduled for October 8, 1998. Based on comments submitted to the City Council, and after further review and consideration by Administration, the attached draft ordinance and proposed amendments to the Greater Des Moines Comprehensive Plan are designed to address each and every issue raised by the Growth Board in its May 26, 1998 Order finding noncompliance with certain provisions of the Growth Management Act. Changes made since the last draft are highlighted in bold, underlined, or as described on a particular attachment.

DRAFTORD:AG98-219B

SECRET
CONFIDENTIAL

1. The purpose of this document is to provide information regarding the activities of the [redacted] in the [redacted] area. This information is being provided for your information and is not to be distributed outside of your organization.

2. The [redacted] has been identified as a [redacted] and is currently active in the [redacted] area. The [redacted] is currently active in the [redacted] area and is currently active in the [redacted] area.

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CONFIDENTIAL

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CONFIDENTIAL

CITY ATTORNEY'S FIRST DRAFT 09/16/98
CITY ATTORNEY'S SECOND DRAFT 10/1/98

DRAFT ORDINANCE NO. 98-219

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON fulfilling the mandates specific in a May 26, 1998 final decision and order issued by the Central Puget Sound Growth Management Hearings Board, and adopting amendments to the Greater Des Moines Comprehensive Plan.

WHEREAS, the Greater Des Moines Comprehensive Plan was adopted by the City Council on December 7, 1995, by enactment of Ordinance No. 1160, and

WHEREAS, The Greater Des Moines Comprehensive Plan was amended by the City Council on December 12, 1996, by enactment of Ordinance No. 1176, and

WHEREAS, on August 13, 1997, following a hearing before the Central Puget Sound Growth Management Hearings Board, the Growth Management Hearings Board invalidated two provisions of the City's Comprehensive Plan, and

WHEREAS, on December 11, 1997, following public notice given in accordance with law, the City Council held a public hearing to hear public testimony and all persons wishing to be heard were heard, and

WHEREAS, on December 11, 1997, the City Council amended three provisions of the City's Comprehensive Plan in Ordinance No. 1204, and

WHEREAS, after several hearings and extensive briefing ordered by the Growth Board, on May 26, 1998, the Board issued an Order Finding Noncompliance and Invalidity regarding the City's Comprehensive Plan, and

WHEREAS, on September 11, 1998, the City submitted a proposed schedule to the Board outlining the public process the City planned to follow in reviewing its Comprehensive Plan and determining appropriate actions to take to comply with the Board's most recent Order, and

[illegible]

100-443887-1000

RECEIVED
JAN 10 1961
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

[illegible]

WHEREAS, after learning that the party challenging various provisions of the City's Comprehensive Plan did not object to the City's proposed schedule for compliance actions, the Board's Presiding Officer agreed to grant the City additional time, until October 15, 1998, in which to take formal action to comply with the Board's most recent Order, and

WHEREAS, On August 29, 1998, the City's City of Des Moines Community Development Director issued a Determination of Nonsignificance ("DNS") for the draft of Comprehensive Plan amendments proposed to comply with the Board's May Order, and

WHEREAS, written comments concerning the DNS were solicited until the September 14, 1998 deadline, and

WHEREAS, the appeal period for issuance of the DNS expired at 4:30 p.m. on September 24, 1998, by which time no appeal had been filed, and

WHEREAS, on September 24, 1998, following public notice given in accordance with law, the City Council held a public hearing to hear public testimony and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this ordinance are appropriate and necessary for the preservation of the public health, safety, and welfare; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES DOES ORDAIN AS FOLLOWS:

Sec. 1. The General Planning Element of the Greater Des Moines Comprehensive Plan, Subsection 1-04-04, *Development Standards*, is amended as provided by Attachment "A" to this ordinance.

Sec. 2. The General Planning Element of the Greater Des Moines Comprehensive Plan, Subsection 1-04-05, *Intergovernmental Cooperation/Annexation*, is amended as provided by Attachment "B" to this ordinance.

Page 1

The first part of the report deals with the general situation in the country. It is a very interesting and informative study of the country's development and progress. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country.

The second part of the report deals with the economic situation. It is a very detailed and thorough study of the country's economy. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's economy.

The third part of the report deals with the social situation. It is a very detailed and thorough study of the country's social conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's social conditions.

The fourth part of the report deals with the political situation. It is a very detailed and thorough study of the country's political conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's political conditions.

The fifth part of the report deals with the cultural situation. It is a very detailed and thorough study of the country's cultural conditions. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's cultural conditions.

The sixth part of the report deals with the future of the country. It is a very detailed and thorough study of the country's future prospects. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's future prospects.

The seventh part of the report deals with the conclusion. It is a very detailed and thorough study of the country's future prospects. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's future prospects.

The eighth part of the report deals with the bibliography. It is a very detailed and thorough study of the country's future prospects. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's future prospects.

The ninth part of the report deals with the index. It is a very detailed and thorough study of the country's future prospects. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's future prospects.

Ordinance No. ____
Page 3 of ____

Sec. 3. The Conservation Element of the Greater Des Moines Comprehensive Plan, Subsection 4-04-01, *Conservation Planning*, is amended as provided by Attachment "C" to this ordinance.

Sec. 4. The Capital Facilities, Utilities, and Public Services Element of the Greater Des Moines Comprehensive Plan, *Findings*, Subsection 5-02-08, is amended as provided by Attachment "D" to this ordinance.

Sec. 5. The Capital Facilities, Utilities, and Public Services Element of the Greater Des Moines Comprehensive Plan, *Policies*, Subsection 5-03-02, is amended as provided by Attachment "E" to this ordinance.

Sec. 6. The Capital Facilities, Utilities, and Public Services Element of the Greater Des Moines Comprehensive Plan, *Strategies*, Subsection 5-04-04, is amended as provided by Attachment "F" to this ordinance.

Sec. 7. The Park, Recreation, and Open Space Element of the Greater Des Moines Comprehensive Plan, *Policies*, Subsection 6-03-23, is amended as provided by Attachment "G" to this ordinance.

Sec. 8. The Park, Recreation, and Open Space Element of the Greater Des Moines Comprehensive Plan, *Strategies*, Subsection 6-04-09, is amended as provided by Attachment "H" to this ordinance.

Sec. 9. The Community Character Element of the Greater Des Moines Comprehensive Plan, Subsection 8-03-01, *Residential Neighborhood Preservation*, is amended as provided by Attachment "I" to this ordinance.

Sec. 10. The Community Character Element of the Greater Des Moines Comprehensive Plan, Subsection 8-03-02, *Historic Preservation*, is amended as provided by Attachment "J" to this ordinance.

Sec. 11. The Community Character Element of the Greater Des Moines Comprehensive Plan, *Policies*, Subsection 8-03-03,

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Ordinance No. ____

Page 4 of ____

Residential Neighborhood Preservation, is amended as provided in Attachment "K" to this ordinance.

Sec. 12. The Community Character Element of the Greater Des Moines Comprehensive Plan, Subsection 8-03-04, *Noise*, is amended as provided by Attachment "L" to this ordinance.

Sec. 13. The Community Character Element of the Greater Des Moines Comprehensive Plan, Subsection 8-04-01, *Residential Neighborhood Protection*, is amended as provided by Attachment "M" to this ordinance.

Sec. 14. The Community Character Element of the Greater Des Moines Comprehensive Plan, Subsection 8-04-02, *Historic Preservation*, is amended as provided by Attachment "N" to this ordinance.

Sec. 15. The Community Character Element of the Greater Des Moines Comprehensive Plan, *Strategies*, Subsection 8-04-03, *Property Acquisition Areas*, is amended as provided in Attachment "O" to this ordinance.

Sec. 16. Under the provisions of RCW 36.70A.130(2)(b) and DMMC 18.84.030(1)(c), this ordinance is adopted to resolve an ongoing appeal of the City's Comprehensive Plan which is before the Central Puget Sound Growth Management Hearings Board. Accordingly, nothing in this ordinance should be construed to prevent the City Council from considering and/or adopting additional amendments to the City's Comprehensive Plan on another occasion on or before December 31, 1998.

Sec. 17. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

1. The following information is to be furnished to the Bureau of the Census:

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3. The following information is to be furnished to the Bureau of the Census:

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8. The following information is to be furnished to the Bureau of the Census:

9. The following information is to be furnished to the Bureau of the Census:

Ordinance No. _____
Page 5 of _____

Sec. 18. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the city of Des Moines this _____ day of _____, 1998 and signed in authentication thereof this _____ day of _____, 1998.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

DRAFTORD:98-219

ATTACHMENT A

1-04-04 Development Standards

- (1) Review and amend as appropriate the Zoning Code, Subdivision Code and other development regulations to provide high standards for new development. (Title 17 DMMC, Title 18 DMMC)
- (2) Review and amend as appropriate the Zoning Code, Subdivision Code and other development regulations to establish development standards that are clear and predictable, that simplify the review process, and adapt to varied site or neighborhood conditions. (Title 17 DMMC, Title 18 DMMC)
- (3) Consistently and equitably enforce development standards. If such enforcement is not possible, re-evaluate the standards and amend them to be more precisely defined. (chapter 18.72 DMMC)
- (4) Require property owners to maintain their property consistent with public health, safety, and welfare. Consistently and equitably enforce such requirements. (chapter 18.72 DMMC)
- (5) As permitted by state and federal law, ensure that approvals, permits, or other authorizations all actions required by the City of Des Moines, including but not limited to, approvals, permits and licenses, are consistent with SEPA and City of Des Moines the City's lawful exercise of its SEPA authority pursuant to RCW 43.21.060. ~~environmental policies and regulations. Include conditions for projects and/or connected actions~~ The City may impose conditions on any action where such conditions are necessary to mitigate probable significant specific adverse environmental impacts identified in environmental documents prepared pursuant to SEPA or the City's SEPA code, chapter 16.04 DMMC. Based on City of Des Moines SEPA policies, deny approval of any permit, approval, project or connected action when the City finds that a) approving under SEPA. The City may deny any action if the City finds: (a) the proposal would be likely to result in probable a significant adverse environmental impacts that are identified in an environmental impacts statement; and b) there are no impact(s) identified in a final or supplemental impact statement prepared under SEPA, and (b) reasonable mitigation measures capable of being accomplished that are sufficient are insufficient to mitigate the identified impact(s).

This draft reflects changes since the City Council's September 24, 1998 meeting. Changes are in bold.

MEMORANDUM

TO : THE SECRETARY OF DEFENSE

FROM : THE SECRETARY OF THE ARMY

SUBJECT: [Illegible]

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This document contains information that is exempt from public release under the provisions of the Freedom of Information Act, 5 U.S.C. 552.

ATTACHMENT B

1-04-05

Intergovernmental Cooperation/Annexation

(1) Participate in planning activities affecting Des Moines undertaken by state agencies, King County, regional agencies, tribes, and special purpose districts. Seek to influence the decisions of those agencies to be consistent with the Greater Des Moines Comprehensive Plan. When decisions are made by state, county, regional agencies, tribes, or special purpose districts, and those decisions are clearly in the best interests of the state, county or region, take appropriate ~~measures~~steps to implement those decisions within the City of Des Moines and the Planning Area, so long as such decisions include conditions that are sufficient to mitigate the probable Area, consistent with the City's Comprehensive Plan, SEPA and the City's SEPA ordinance. ~~significant~~This may include the imposition of conditions necessary to mitigate specific adverse environmental impacts on the City of Des Moines identified in environmental documents prepared under SEPA. The City may deny any action if the City finds: (a) the proposal would be likely to result in a significant adverse environmental impact(s) identified in a final or supplemental environmental impact statement prepared under SEPA, and such (b) reasonable mitigation is ~~measures~~capable of being accomplished are insufficient to mitigate the identified impact(s).

(2) Work cooperatively with King County, tribes, and other cities within King County to ~~carry out~~implement the following county-wide growth management ~~goals, consistent with the City's Comprehensive Plan, SEPA and the City's SEPA ordinance.~~ Implementation may ~~include the imposition of conditions necessary to mitigate goals, unless decisions related to such implementation have a probable~~specific adverse environmental impacts on the City of Des Moines identified in environmental documents prepared under SEPA. The City may decide not to implement a proposal if the City finds: (a) the proposal would be likely to result in a significant adverse environmental impact(s) identified in a final or supplemental environmental impact on the residents or businesses in the Des Moines area and such statement prepared under SEPA, and (b) reasonable mitigation measures capable of being accomplished are insufficient to mitigate the identified impact(s). ~~impacts cannot be mitigated in a sufficient manner.~~

- (a) Protect and preserve environmental features, and air and water quality.
- (b) Acquire open space and develop parks and recreation opportunities.
- (c) Preserve significant historic features and buildings.
- (d) With consideration of Des Moines' existing stock of low and moderate income housing, address the need for housing for all income groups, including low and moderate income households.
- (e) Provide for urban densities in areas where adequate public facilities and services are in place or will be in place concurrent with development approval.
- (f) Provide for economic development that meets regional employment needs and a local balance of jobs and housing.

(3) Monitor and seek to influence planning activities and development decisions of neighboring jurisdictions affecting the neighborhoods surrounding Des Moines, and seek to influence those decisions consistent with the Greater Des Moines Comprehensive Plan.

(4) When interest in annexation to Des Moines is expressed by residents and/or property owners within unincorporated portions of the Planning Area, evaluate the advantages and disadvantages of annexation, both to the city and those within the potential annexation area. Authorize annexation elections or petitions only when:

(a) The overall advantages of annexation to the City outweigh the disadvantages; and

(b) There is sufficient interest in an annexation to suggest it will have a reasonable chance of being approved by voters or property owners.

(5) Straighten irregular boundaries between Des Moines and neighboring communities where such irregularities adversely affect the ability to manage growth, provide municipal services, and reinforce or establish community identity.

ATTACHMENT C

4-04-01 Conservation Planning

- (1) Prepare studies of Des Moines area watersheds, identifying environmental problems and short-term and long-term means for solving the problems.
- (2) Identify and rank capital improvement and land acquisition projects that can prevent flooding, protect surface and ground water quality, stabilize hillsides, and protect, restore, and enhance fish and wildlife habitat.
- (3) Require that development proposals provide measures for restoring or enhancing any lost or degraded functions provided by the environment.
- (4) Regulate and plan land use and condition development proposals in ways that protect mature trees, native vegetation, stream flow, fish and wildlife habitat, groundwater recharge, and air quality, as well as natural topographic, geologic, and hydrologic features.
- (5) Promote public involvement in restoring, protecting, and enhancing natural resources through such programs as Adopt-A-Stream and the Backyard Wildlife Sanctuary Program, by working with local educational institutions, and by integrally involving citizens in developing, implementing, and monitoring environmental programs.
- (6) Maintain and monitor the Shoreline Master Program to control and regulate development in the shoreline area.
- (7) Maintain a system of development regulations and a permitting system to prevent the destruction of wetlands, areas with a critical recharging affect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas.
- (8) Designate, map, and protect habitat networks throughout the City of Des Moines from significant adverse environmental impacts.
- (9) Encourage the integration of native plant communities and wildlife habitats with other land uses where possible. Encourage or require that development protect wildlife habitat through site design and landscaping. Encourage or require that new development within or adjacent to wildlife habitat networks incorporate design techniques that protect and enhance wildlife habitat values.
- (10) Provide technical assistance, education, and information to citizens and groups wishing to install wildlife enhancement projects. Encourage public demonstration projects that show the range of possibilities for integration of wildlife into a variety of land uses. Consider demonstration projects done jointly by the city and a private landowner or organization.
- (11) ~~In~~To the extent permitted by state and federal law, in order to minimize adverse impacts related to noise, protect fish and wildlife habitat conservation areas from environmental noise levels that exceed 55 Ldn (dBA), or the Ldn in existence on the effective date of this element,

DECLASSIFICATION

1. This document contains information that is exempt from automatic declassification under E.O. 13526, 1.4.

2. The information in this document is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

3. (a) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

4. (b) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

5. (c) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

6. (d) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

7. (e) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

8. (f) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

9. (g) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

10. (h) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

11. (i) Information that is exempt from automatic declassification under E.O. 13526, 1.4, because it is information that is:

whichever is higher. To the extent permitted ~~By state and federal law,~~ a reduction in the exterior noise level shall become the new maximum exterior noise level.

ATTACHMENT D

5-02-08 The siting, construction, and operation of publiccapital facilities and utilities has sometimes resulted in adverse impacts upon nearby properties and the natural environment. The City currently ~~accepts~~receives more than its fair share of adverse impacts associated with air transportation; ~~to allow any increase in those impacts~~transportation. Therefore, as permitted by state and federal law, before permitting the siting or ~~would require that Des Moines accept an even greater disproportionate share of those~~expansion of any capital facilities or utilities it is extremely important that comprehensive environmental review of such proposals be completed so that decisionmakers are fully informed of the proposal's adverse impacts and whether adequate mitigation measures can be implemented to mitigate such impacts.

ATTACHMENT E

5-03-02 ~~When not against~~To advance the City's interests, Des Moines should promote cooperative working relationships between Des Moines and the other municipalities, agencies and districts identified in this Comprehensive Plan. |

ATTACHMENT F

5-04-04 Utilize the plans of public facility and utility providers, and the Des Moines Capital Improvement Plan, to identify lands useful for public facility or utility purposes. Adopt development regulations as needed that provide a process for the identification and possible siting of essential public facilities. Cooperatively work with surrounding municipalities and King County during the siting and development of facilities of regional significance. Ensure that new facilities **As permitted by state and federal law, including the lawful exercise by the City of its SEPA authority pursuant to RCW 43.21.060, Pursuant to SEPA and the City's SEPA ordinance,** City approvals related to facilities, operations and activities within the City of Des Moines associated with Sea-Tac International Airport, including necessary support facilities and connected actions or projects, include conditions that are reasonable and capable of but not being accomplished and that are designed to mitigate the probable significant adverse environmental impacts on the City of Des Moines. Based on SEPA and City of Des Moines SEPA policies, oppose airport-related projects and proposals where the City finds that there are no reasonable measures capable of being accomplished to mitigate the probable significant limited to, necessary support activities, connected actions and projects, may include conditions which are necessary to mitigate specific adverse environmental impacts on the City of Des Moines as identified in relevant environmental documents. documents prepared pursuant to SEPA. The City may decide not to approve such facilities or operations if the City finds: (a) the proposal would be likely to result in a significant adverse environmental impact(s) identified in a final or supplemental environmental impact statement prepared under SEPA, and (b) reasonable mitigation measures capable of being accomplished are insufficient to mitigate the identified impact(s).

This draft reflects changes since the City Council's September 24, 1998 meeting. Changes are in bold.

ATTACHMENT G

6-03-23 ~~In~~To the extent permitted by state and federal law, in order to minimize adverse impacts related to noise, Des Moines' parks and recreation areas of local significance should be protected from exterior noise exposure levels that exceed an Ldn of 55 dBA, or the Ldn in existence on the effective date of this Element, whichever is higher; except that golf courses, ball fields, outdoor spectator sports areas, amusement areas, riding stables, nature trails, and wildlife refuges should be protected from exterior noise exposure levels that exceed an Ldn of 60 dBA or the Ldn in existence on the effective date of this Element, whichever is higher. ~~To A~~To the extent permitted by state and federal law, a reduction in the exterior noise level (greater than 55 dBA or 60 dBA as applicable) that existed as of April 20, 1995 shall become the new maximum exterior noise level.

ATTACHMENT H

6-04-09 In order to protect and preserve park and recreation areas Des Moines should:

- (1) Establish a program for designing locally significant park and recreation areas.
- (2) Periodically review parks and recreational area facilities for characteristics that support designation as being of local significance.
- (3) Ensure that nearby land use and transportation proposals include mitigation measures commensurate with the magnitude of adverse impact anticipated.

(4) To the extent permitted by state and federal law, ensure that proposed land use and transportation facilities ~~(4) Oppose proposed land use transportation facilities that would do~~ not subject park and recreation areas of local significance (except golf courses, ball fields, outdoor spectator sports areas, amusement areas, riding stables, nature trails and wildlife refuges) to exterior noise exposure levels which exceed 55 Ldn or the Ldn level existing as of the effective date of this Element, whichever is greater. ~~A(5) Oppose proposed land use and transportation facilities~~ To the extent permitted by state and federal law, a reduction in the exterior noise level (greater than 55 dBA) that existed as of April 20, 1995 shall become the new maximum exterior noise level.

~~that would~~ (5) To the extent permitted by state and federal law, ensure that proposed land use and transportation facilities do not subject locally significant golf courses, ball fields, outdoor spectator sports areas, amusement areas, riding stables, nature trails, and wildlife refuges to exterior noise exposure levels which exceed an Ldn of 60 dBA, or the Ldn level existing as of the effective date of this Element, whichever is greater. ~~A~~ To the extent permitted by state and federal law, a reduction in the exterior noise level (greater than 60 dBA) that existed as of April 20, 1995 shall become the new maximum exterior noise level.

- (6) Adopt appropriate land use, development and building regulations and review procedures necessary to protect and preserve park and recreation areas.

ATTACHMENT I

8-03-01 Residential Neighborhood Preservation

- (1) Recognize all neighborhoods designated "R" or "S-E" in the official zoning map of the city, including RS, RD, RM, and S-E as unique community resources worthy of protection from commercial development and other incompatible land uses and activities inconsistent with their residential character.
- (2) Develop plans, land use regulations and review procedures to preserve and protect designated residential communities from inconsistent and incompatible land uses which threaten to undermine their stability and their residential character.
- (3) ~~Adopt~~To the extent permitted by state and federal law, adopt appropriate plans, zoning, development and building regulations and review procedures to ensure that designated residential neighborhoods will not be exposed to environmental noise levels that exceed an Ldn of 55 dBA, or existing noise levels as of April 20, 1995, whichever is greater. ~~A~~To the extent permitted by state and federal law, a reduction in the environmental noise level (greater than 55 Ldn) that existed as of April 20, 1995 should become the new maximum environmental level.
- (4) Establish and adopt restrictions on the use of surface streets in residential neighborhoods to ensure that extraordinary increases in commercial traffic do not damage residential roads or subject residential neighborhoods to unusual congestion and noisy surface street traffic.

ATTACHMENT J

8-03-02 Historic Preservation

- (1) Designate historic properties and archeological sites that exhibit one or more of the following characteristics as locally significant:
 - (a) Listing, or eligibility for listing, in the State or National Register for Historic Places, or eligibility for designation as a King County Landmark.
 - (b) Association with events that have made a significant contribution to the broad patterns of national, state, or local history.
 - (c) Association with the life of a person that is important in the history of the community, city, state, or nation or who is recognized by local citizens for substantial contribution to the neighborhood or community.
 - (d) Embodiment of distinctive characteristics of a type, period, style or method of construction.
 - (e) Representative as an outstanding or significant work of an architect, builder, designer or developer who has made a substantial contribution to the art.
 - (f) Yielding, or may be likely to yield, information important in prehistory or history.
 - (g) Because of its location, age or scale, representative as an easily identifiable visual feature of a neighborhood, community, or the city, and contributes to the distinctive quality or identity of such neighborhood, community or the city, or because of its association with significant historical events or historic themes, association with important or prominent persons in the community or city, or recognition by local citizens for substantial contribution to the neighborhood, community, or the city.
- (2) Identify and designate historic properties and archeological sites as locally significant and worthy of protection from commercial development and other incompatible land uses and activities. Take all reasonable actions within its means to preserve and protect these locally significant historic properties and archeological sites from inconsistent and incompatible land uses.
- (3) ~~In~~To the extent permitted by state and federal law, in order to minimize adverse impacts related to noise, protect historic properties and archeological sites of local significance from environmental noise exposure levels that exceed an Ldn of 55 dBA, or existing levels as of April 20, 1995, whichever is greater. To the extent Apermitted by state and federal law, a reduction in the environmental noise level (greater than 55 Ldn) that existed as of April 20, 1995 should become the new maximum environmental level.

LINEARITY

$$G(\mathbf{r}, \mathbf{r}') = \frac{1}{4\pi} \int_{-\infty}^{\infty} \frac{e^{i\mathbf{k} \cdot (\mathbf{r} - \mathbf{r}')}}{k^2} d^3k = \frac{1}{4\pi} \int_{-\infty}^{\infty} \frac{e^{i\mathbf{k} \cdot (\mathbf{r} - \mathbf{r}')}}{k^2} d^3k \quad (1)$$

$\mathcal{H}^1(\mathbb{R}^n) \subset \mathcal{H}^1(\mathbb{R}^n)$ and $\mathcal{H}^1(\mathbb{R}^n) \subset \mathcal{H}^1(\mathbb{R}^n)$ are the Hardy spaces of functions of vanishing mean and of vanishing mean and vanishing mean, respectively.

For more information, contact the author at johnson@math.berkeley.edu. (d)

2014年12月15日

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ATTACHMENT K

8-03-03

Property Acquisition Areas

- (1) Continue to require that all land within Des Moines acquired by public entities be subject to the city's zoning and planning jurisdiction.
- (2) Require that all land within Des Moines acquired by public entities be developed in a manner consistent with city planning, zoning, development, health, and safety requirements.
- (3) Establish an open space zoning district for parks, recreational areas, and public land uses.
- (4) To the extent ~~allowed by~~ permitted by state and federal law, designate all land within the Des Moines acquired by public entities as of April 20, 1995 for use as open space land, or for public facilities designed to benefit the city and its residents (e.g. fire station, school building). Allow designation for other uses only through adopted procedures.
- (5) To the extent ~~allowed by~~ permitted by state and federal law, prohibit property within Des Moines acquired by public entities from being used for new commercial activities, unless the city makes a finding that such land uses are of value to the city and should be permitted, or such property is already designated for business park or commercial use. Require that all commercial land uses be subject to city land use regulations and therefore restricted in accordance with the city's land use plans, zoning ordinances, and development regulations.
- (6) Require city approval and all necessary permits prior to modification, demolition, and relocation of buildings and structures on land within Des Moines acquired by public entities.
- (7) Require that public entities complete environmental surveys for properties within Des Moines acquired by public entities to investigate soil and site contamination before allowing site preparation, construction, or demolition activities. Require remediation of identified soil and site contamination as a condition of site modification.
- (8) Require that any site development activities on land within Des Moines acquired by public entities meet city zoning regulations.
- (9) Retain full authority over the management, operation, and maintenance of streets and street-right-of-way within areas acquired by public entities.

Based on comments presented to the City Council before its September 24, 1998 meeting, this is an additional item proposed for amendment.

212-44021

Section 101(1) of the Act provides that the Commission shall have the power to dispose of (i) any land or interest in land, and (ii) any right or interest in any land or interest in land, which is subject to a mortgage, charge, lien or other encumbrance, and to do so in such manner as it thinks fit, subject to the provisions of the Act.

[illegible]

3. *Statistical analysis*—The data were analysed using the chi-square test. (2)

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a copy of the original letter, and is signed by Abraham Lincoln.

ATTACHMENT L

8-03-04 Noise

- (1) Discourage the introduction of noise levels that are incompatible with current or planned land uses. Encourage the reduction of incompatible noise levels, and discourage the introduction of new land uses into areas where existing noise levels are incompatible with such land uses.
- (2) Encourage the reduction of noise from Seattle-Tacoma International Airport.
- (3) Campaign aggressively for the development of new and quieter aircraft engines as well as modifications and/or retrofitting programs that promote the greatest reductions possible in aircraft noise emission levels.
- (4) Require that noise levels generated from all land uses be restricted to the most stringent of standard allowed by federal, state, and/or local law. standards.
- (5) Require buffering of noise and cleansing of air from land uses that are highly noise generating and air polluting through substantial berming, landscaping, setbacks, tree planting, and building construction and siting methods.
- (6) Require developers to limit construction activities to those hours of the day when nearby residents will not be unreasonably disturbed.
- (7) Within the North Central Neighborhood, encourage land uses and construction techniques that are tolerant of and compatible with the high noise and vibration levels generated by aircraft.

DECLASSIFICATION

(1) The information contained in this document is classified "Secret" because its disclosure could result in the identification of sources, methods, or equipment of the intelligence community, or the disclosure of information that could be of value to an adversary.

(2) This information is being released to the public under the provisions of the President John F. Kennedy Assassination Records Collection, Act of 1992.

(3) The information contained in this document is classified "Secret" because its disclosure could result in the identification of sources, methods, or equipment of the intelligence community, or the disclosure of information that could be of value to an adversary.

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(7) The information contained in this document is classified "Secret" because its disclosure could result in the identification of sources, methods, or equipment of the intelligence community, or the disclosure of information that could be of value to an adversary.

ATTACHMENT M

8-04-01 Residential Neighborhood Protection

(1) Protect and preserve residential neighborhoods by:

(a) Adopting appropriate regulations, plans and procedures, and working with neighboring jurisdictions to ensure that proposed land use changes and infrastructure improvements include measures necessary to mitigate their adverse environmental impacts, including, but not limited to, the effects on ground and surface water quality, vehicular traffic, noise levels, and air quality.

(b) ~~Opposing~~ To the extent permitted by state and federal law, ensuring that land use changes and infrastructure improvements ~~that would~~ do not subject residential neighborhoods to environmental noise exposure levels which exceed an Ldn of 55 dBA, or existing levels as of April 20, 1995, whichever is greater.

(c) ~~Adopting~~ To the extent permitted by state and federal law, ensuring that adopted weight limits and maximum noise levels for commercial trucks on ~~surface~~ streets in residential neighborhoods ~~to ensure that~~ neighborhoods, associated with non-routine commercial traffic does ~~not damage~~ traffic, do not allow damage to residential roads, streets, or subject the ~~neighborhood~~ neighborhoods to unusual congestion ~~and~~ or noisy street traffic.

ATTACHMENT N

8-04-02 Historic Preservation

- (1) Protect and preserve historic properties and archeological sites by:
 - (a) Establishing a program for designating locally significant properties and archeological sites.
 - (b) Periodically reviewing historic properties and archeological sites for characteristics that support designation as being of local significance.
 - (c) Ensuring nearby land use and transportation proposals include mitigation measures commensurate with the magnitude of the adverse impact anticipated.
 - (d) ~~Opposing~~To the extent permitted by state and federal law, ensuring that land use and transportation proposals ~~that would do not~~ subject historic and archeological sites of local significance to environmental noise exposure levels of Ldn of 65 dBA, or existing levels as of April 20, 1995, whichever is higher. To the extent permitted by state and federal law, a reduction in the environmental noise level (greater than 65 Ldn) that existed as of April 20, 1995 should become the maximum environmental noise level.
 - (e) To the extent permitted by state and federal law, requiring sponsors of any land use or transportation proposal that would expose historic and archeological properties of local significance to environmental noise levels of an Ldn of between 55 dBA and 65 dBA to submit a site-specific study addressing the uses of the particular resource, its historic or cultural significance, and the direct and indirect effect which noise may have upon the resource.

This draft reflects changes since the City Council's September 24, 1998 meeting. Changes are in bold.

ATTACHMENT O

8-04-03 Property Acquisition Areas

- (1) Protect the health and welfare of Des Moines citizens, and maintain the economic and social integrity of our communities by:
 - (a) Identifying land parcels likely to be acquired by public entities and designate each for open space, public facilities, or commercial use.
 - (b) Revising the Zoning Code to establish a zoning district for parks, recreational areas and public facilities.
 - (c) Revising land use plan and zoning ordinances to prohibit or restrict the establishment of new commercial land uses upon properties acquired by public entities, except to the extent otherwise provided in state and federal law, unless the city makes a finding that such land uses are of value to the city and should be permitted. Areas already identified as business park or for commercial uses may remain designated as such.

desmoines34r.doc

Based on comments presented to the City Council before its September 24, 1998 meeting, this is an additional item proposed for amendment.

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
October 8, 1998 - 7:30 p.m.

CALL TO ORDER - Mayor Thomasson

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC: At this time you are invited to comment on items that you wish to bring to Council's attention. Please limit your comments to three minutes or less.

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR*

1. Motion is to approve the minutes of September 24, 1998.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.080, have been recorded on a listing which has been made available to the City Council.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim check # through # in the total amount of \$
Payroll fund transfers in the total amount of \$

3. Motion is to award the contract for the Des Moines Transportation Plan Update to the Transpo Group in the amount of \$67,779.00 plus a 10% contingency, and further to authorize the City Manager to sign said contract substantially in the form as attached.
4. Motion is to recognize the week of October 12-16, 1998 as Voice of Democracy Week in the City of Des Moines.
5. Motion is to award the contract for providing and installing a new gate security system at the Des Moines Marina in the amount of \$44,484, including Washington State sales tax, plus a 10% contingency and authorize the City Manager to sign the contract substantially in the form as attached.

*NOTE: Items on the Consent Calendar are either
routine or have been previously discussed.
Any item may be removed by a Councilmember.



DECLASSIFICATION

DATE 11-17-01

BY SP-1

REASON: 25X

CONFIDENTIAL - SECURITY INFORMATION

EXEMPTED FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

EXEMPTION CODE: 25X

EXEMPTION AUTHORITY: 1.4

EXEMPTION DATE: 11-17-01

1. This document contains information that is exempt from automatic downgrading and declassification under E.O. 13526, paragraph 1.4, because it is information that is specifically exempted from automatic downgrading and declassification by statute, executive order, or other law.

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OLD BUSINESS

1. 1999-2004 Capital Improvement Plan - Continued Review

SUMMARY: Council will continue discussion and review from the Council meeting of October 1, 1998. Section covered will be the Municipal Capital Improvement projects.

2. Draft Resolution No. 98-217 Final Plat - Westwood - Continued Review

SUMMARY: Review of the request for final plat approval will continue. The residential subdivision is located at the 600 block of South 192nd Street. Council approval of the final plat will permit the applicant to build on and or sell individual lots into a 37 lot single family residential neighborhood.

3. Draft Ordinance No. 98-219 Comprehensive Plan Amendments - 2nd Reading

SUMMARY: On September 24, 1998, the Council passed the draft ordinance onto a second reading. Based on comments submitted to the Council, and after further review and consideration by Administration, the draft ordinance and proposed amendments to the Greater Des Moines Comprehensive Plan are designed to address each and every issue raised by the Growth Management Hearings Board in its May 16, 1998 Order finding noncompliance with certain provisions of the Growth Management Act.

NEW BUSINESS

1. Delivery of 1999 Preliminary Budget

SUMMARY: The City Manager will present the preliminary 1999 Budget Summary and Budget Appendix to the City Council and deliver the 1999 budget message.

2. Discussion: Commercial Vendors on City Property

SUMMARY: The City has received a few complaints from businesses regarding competition from mobile commercial vendors on City property. These mobile vendors have city business licenses. However, the city can restrict or eliminate commercial vendors from city owned property such as parks, marinas, etc., if some kind of permit or vendor policy is adopted. The question to Council is whether or not the city should adopt a system to regulate and restrict mobile vendors on city owned property.

3. Draft Resolution No. 98-159 Request for Waterline Easement - Parkside Wetlands

SUMMARY: The draft resolution would grant an easement in the Parkside Wetland area to Highline Water District to install, perpetually use and maintain a public water pipeline. Administration believes that although a small portion of a wetland will be affected, it is in the best interest of the public to allow the District to improve upon its public water system by granting the requested easement.

NEXT MEETING DATE - Regular Meeting of October 22, 1998

ADJOURNMENT

The first part of the report deals with the general situation of the country. It is a very interesting and informative study of the country's development.

The second part of the report deals with the economic situation. It is a very interesting and informative study of the country's economic development.

The third part of the report deals with the social situation. It is a very interesting and informative study of the country's social development.

The fourth part of the report deals with the political situation. It is a very interesting and informative study of the country's political development.

The fifth part of the report deals with the cultural situation. It is a very interesting and informative study of the country's cultural development.

The sixth part of the report deals with the environmental situation. It is a very interesting and informative study of the country's environmental development.

October 22, 1998

Sandt Castle Inc
1801 S. 262nd Pl.
Des Moines, Wa. 98198
253 839-1312

Mayor of Des Moines
Des Moines City Council

Dear Sirs,

We agree that there needs to be some regulation for mobile ice cream vendors. Some of them are selling ice cream that has been thawed and refrozen, they are not using proper refrigeration and they have no regard for the rights of those of us that have legal contracts to operate our business.

Our business is located at Salt Water State Park. We are under contract with Washington State Parks and Recreation to operate the food and beverage concession. Ice cream is our top seller. Espresso, hot dogs, firewood, camping supplies are only a partial list of the items we sell. Due to the lack of money in the Washington State Parks Department the old concession building cannot be repaired. Therefore we must operate out of a mobile unit. The only difference between our business and any other business in Des Moines is, we have wheels and we drive to and from the park daily. We pay the Dept. of Revenue, L&I, Employment Security, the City of Des Moines. We pay lease payments, leasehold taxes, plus a percentage of our gross sales to the state. The fire dept. and the health dept check our business regularly.

These are the concerns we have about any ordinance that is drawn up for mobile units.

1. Will this ordinance clearly distinguish between mobile street vendors and those of us that are operating an established business but, are forced to take our "building" home with us at night? We should not be in that classification.
2. Will removing the mobile vendors from the Marina drive them to Salt Water State Park? Our contract is exclusive. We have problems with these vendors now. They turn off their music and bells and slip past the Ranger station into the park. If the Rangers see them, they immediately tell them to leave. If they are not on duty or do not see them then we have to run out and try to remove them. They become belligerent and frightening. In a few minutes in the park they decrease our sales by hundreds of dollars.
3. In the event that a migration occurs will the Des Moines Police respond quickly to our calls to remove these people? If the Rangers are not on duty we are left to deal with these people on our own.

Chasing the ice cream truck is part of childhood. But the days of the white truck and the friendly ice cream man in his white suit are gone. What we have in our neighborhood is a rusted out gray van driving faster than any child could safely catch him. They are selling melted ice cream at prices that are beyond any reasonable profit markup. We have people tell us all the time how much more the ice cream man in their neighborhood charges for the same items we sell. Anyone can go to the distributor and

buy a load of prepackaged ice cream and sell it. It is an exempt item from health department regulation.

Our season ended the 30th of September and we have time now to sit down and discuss this further or to clarify any of the statements above. We can be reached at 253-839-1312 daily. Thank you for your time.

Sincerely,

Ann C. Sandt Terry Sandt Marion Gates

Ann C. Sandt *Terry Sandt* *Marion H. Gates*
President Sec/Trea Chairman