

AGENDA

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington**

December 5, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE PUBLIC – 20 minutes

Please Note: Comments from the public must be limited to the items of business on the Study Session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.

DISCUSSION ITEMS

Item 1: EMERGING ISSUES
• RECOGNITION

Page 3 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through November 21, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#159349-159472	\$ 856,721.31
Voided Check	#159430-159430	\$ (110.00)
Electronic Wire Transfers	# 1341-1350	\$ 733,614.84
Payroll Checks	# 19303-19310	\$ 4,941.82
Payroll Direct Deposit	#470001-470179	\$ 394,218.65
Total Checks and Wires for A/P and Payroll:		\$1,989,386.62

Page 5 Item 3: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

Motion is to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$26,750 for maintenance and repairs for the Minor Home Repair Program substantially in the form as submitted.

Page 17 Item 4: STOBER SINGLE-FAMILY RESIDENCE SHORELINE
 VARIANCE – PROPOSED PROCESS FOR REVIEW BY
 HEARING EXAMINER
Motion is to delegate the Shoreline Variance Permit decision for
 the Stober Single-Family Residence application filed under
 LUA2015-0057 to the Hearing Examiner pursuant to DMMC
 18.240.160(3).

Page 21 Item 5: AERIAL MAPPING PROJECT INTERLOCAL AGREEMENT
Motion is to approve the Interlocal Agreement between eCityGov
 Alliance and the City of Des Moines regarding the joint funding of
 an aerial mapping project, and further to authorize the City
 Manager to sign said Agreement substantially in the form as
 submitted.

Item 6: PASSENGER ONLY FERRY SERVICE DEMAND STUDY

EXECUTIVE SESSION

NEXT MEETING DATE

January 9, 2020 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
December 5, 2019
Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **December 5, 2019** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through November 21, 2019 and payroll transfers through November 20, 2019 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:

Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	159349	- 159472	856,721.31
Voided Check	159430	159430	(110.00)
Electronic Wire Transfers	1341	1350	733,614.84
Total claims paid			1,590,226.15
Payroll Vouchers			
Payroll Checks	19303	19310	4,941.82
Direct Deposit	470001	470179	394,218.65
Total Paychecks/Direct Deposits paid			399,160.47
Total checks and wires for A/P & Payroll			1,989,386.62

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement Between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.

ATTACHMENTS:

1. Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.
2. Revised Exhibit A – 2019 Funds

FOR AGENDA OF: December 5, 2019

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 27, 2019

CLEARANCES:

- Community Development *SM*
 Marina N/A
 Parks, Recreation & Senior Services N/A
 Public Works N/A

CHIEF OPERATIONS OFFICER: _____

- Legal *MM*
 Finance *AA*
 Courts NA
 Police NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *PW for MM*

Purpose and Recommendation

The purpose of this item is to seek Council approval of revised Exhibit A (Attachment 2) to the existing Interlocal Agreement (Attachment 1) between the Cities of SeaTac, Des Moines, Covington, and Tukwila for planning, funding and implementation of a Joint Minor Home Repair (MHR) Program. The Agreement shall remain in effect in an ongoing basis so long as funds are available. Des Moines' updated share of the Community Development Block Grant funds provided by King County for the program is \$26,750 to provide maintenance and repairs. No City funds are used for the Program. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$26,750 for maintenance and repairs for the Minor Home Repair Program substantially in the form as submitted."

Background

The King County Department of Community and Human Services Community Services Division requested project proposals for consideration by the King County Community Development Block Grant (CDBG) Consortium. Request for Proposal (RFP) applications were available for non-profit organizations and public agencies to request funds for the following types of projects:

- community facilities: acquisition, construction or rehabilitation
- public improvements: acquisition, construction or rehabilitation
- other: minor housing repair, economic development, employment services through a Community Based Development Organization (CBDO) and other activities consistent with the objectives of the King County Consortium Housing and Community Development Plan and federal CDBG regulations at 24 CFR Part 570.

King County annually receives Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development. The primary objective of the CDBG Program as set forth by Congress is “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.” Federal regulations define persons who are considered low and moderate income as households earning under 80% of the area median income, as determined by HUD, adjusted by household size.

King County administers CDBG funds on behalf of the King County CDBG Consortium. The Consortium is established under Interlocal Cooperation Agreements between the County and 34 cities and towns. A Joint Recommendations Committee (JRC) comprised of officials representing local government members of the Consortium is appointed annually by the Suburban Cities Association to advise the County Executive on CDBG funding and policy decisions.

Discussion

The Minor Home Repair program targets minor home repairs for low and moderate income homeowners in the City of Des Moines. The program is intended to assist homeowners who are having a difficult time maintaining their home. The program is a tool that the cities can use to both meet a human service need of maintaining a safe house, as well as address some safety-related code enforcement issues. The service also contributes to a more positive image of Des Moines single family neighborhoods. This program is being coordinated by the Permit Coordinator/Business License Clerk.

The City of Des Moines has been a recipient of these funds since 2006. Throughout that time, staff has met all requirements of King County for the proper expenditure of grant funds. With 2018 funds, the City’s share allowed 12 projects to be completed for 10 low to moderate income families. These projects provided necessary repair and maintenance that helped our citizens stay in their homes.

For 2019 funds, the Cities again partnered and submitted a competitive joint application and were awarded \$110,000. The Des Moines’ share is \$26,750. The program will continue to be administered by the City of Tukwila, who will serve as the fiscal agent for the four cities, as well as handle the administration with King County. Each city will hire their own contractors, screen their clients, and make referrals. Tukwila will advance the money to Des Moines, administer the paperwork, and request reimbursement from King County. The majority of the federal requirements are met by Tukwila as they administer the program and are responsible for the distribution of the funds. There are no changes to the signed 2013 agreement, which will remain in effect on an ongoing basis so long as funds are available.

Alternatives

The Council could choose not to approve revised Exhibit A of the Interlocal Agreement, and withdraw from the partnership. This would eliminate the funding for the minor home repair program, and eligible low to moderate income homeowners in the community would not receive funds for repair of their homes.

Financial Impact

Des Moines share of the Community Development Block Grant funds provided by King County for the program is \$26,750 to provide maintenance and repairs. If the revised Exhibit A of the Interlocal Agreement is accepted, the City will incur some staff costs for administering the program, paying invoices, submitting reimbursement requests and receipting reimbursements from Tukwila. Tukwila will advance the money to Des Moines, and then collect from King County.

Recommendation

Finance and Legal Departments concur, and recommend approval of revised Exhibit A of the Interlocal Agreement.

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES
MOINES, COVINGTON, AND THE CITY OF TUKWILA FOR
PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR
HOME REPAIR PROGRAM**

THIS INTERLOCAL AGREEMENT (“Interlocal”) is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac (“SeaTac”), the City of Des Moines (“Des Moines”), the City of Covington (“Covington”), and the City of Tukwila (“Tukwila”), hereinafter referred to as “City” or “Cities,” to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

WHEREAS, the Cities are signatories to a preceding interlocal agreement for the planning, funding, and implementation of a joint minor home repair program dated February 29, 2012 (the “Former Agreement”); and

WHEREAS, one of the participants to the Former Agreement has recently terminated its participation in the Former Agreement and the Cities wish to enter into a new interlocal agreement for the planning, funding, and implementation of a joint minor home repair program from this point forward;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila’s Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila Covington, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

- 2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.
- 3) Remit invoices to Tukwila for reimbursement.

E. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3rd quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair. Fund allocation shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Exhibit A shall be amended annually and all subsequent amended Exhibit As shall automatically supersede the prior Exhibit A and be fully incorporated herein upon distribution of each amended Exhibit A to all of the Cities by the administrative agent.

3) Abide by additional requirements outlined in the agreement between Tukwila and King County for a minor home repair program, which is attached hereto as Exhibit B and incorporated herein by this reference. Exhibit B shall be amended annually and all subsequent amended Exhibit Bs shall automatically supersede the prior Exhibit B and be fully incorporated herein upon distribution of each amended Exhibit B to all of the Cities by the administrative agent.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given. The administrative agent is authorized to terminate the participation of any City that does not fulfill its obligations as set forth in this Agreement. Written notice of such termination shall be mailed to each City and shall become effective upon said mailing.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 th Street, SeaTac, WA 98188 206-973-4815; cbschluter@ci.seatac.wa.us
Des Moines	Tina Hickey 21630 11 th Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; Thickey@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 st Street, Ste. 100 Covington, WA 98042 253-480-2411; vthrom@covingtonwa.gov
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206-433-7180; evie.boykan@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

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

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities. Amendments or modifications to this Interlocal shall not require the approval of the Cities' legislative bodies.

13) Former Agreement Terminated and Superseded. The Former Agreement between the Cities is hereby terminated and superseded by this Interlocal.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 2nd day of December, 2012.

CITY OF SEATAC

By: Todd Cutts
Todd Cutts, City Manager

Date: 11/14/13

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mark S. Johnson, Sr.
Mark S. Johnson, Sr. Assistant City Attorney

CITY OF TUKWILA

By: Jim Haggerton
Jim Haggerton, Mayor

Date: 12-2-13

Attest: Christy O'Flaherty
[Printed Name] Christy O'Flaherty
Title: City Clerk

Approved As To Form:

Shelley M. Kerslake
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: Anthony A. Piasecki
Anthony A. Piasecki, City Manager

Date: 11/1/13

Attest: Bonnie Swilkins
[Printed Name] Bonnie Swilkins
Title: City Clerk

Approved As To Form:

Tim George
Tim George, Assistant City Attorney

CITY OF COVINGTON

By: Derek Matheson
Derek Matheson, City Manager

Date: 10/31/13

Attest: Sharon Scott
[Printed Name] Sharon Scott
Title: City Clerk

Approved As To Form:

Sara Springer
Sara Springer, City Attorney

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EXHIBIT A – 2019 Funds

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

Contract Year 2020 utilizing 2019 funds

Name of Agencies	Participating Cities & Funding	
Qualified contractors	Tukwila - Lead City	\$26,750
	Covington	\$26,750
	Des Moines	\$26,750
	SeaTac	\$26,750
	HCD Environmental Review	\$3,000
	<u>Personnel & Project Management</u>	<u>\$0</u>
	TOTAL	\$110,000
Notices to the Cities shall be sent to the following persons:		
<u>City of Covington:</u> Julie Johnston – 253-480-2411 jjohnston@covingtonwa.gov		
<u>City of Des Moines:</u> Tina Hickey – 206-870-6558 thickey@desmoineswa.gov		
<u>City of SeaTac:</u> Kim Cooper – 206-973-4815 kcooper@ci.seatac.wa.us		
<u>City of Tukwila</u> Stacy Hansen – 206-433-7180 Stacy.hansen@tukwilawa.gov		

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

- 1. Stober Single-Family Residence Shoreline Variance – Proposed Process for Review by Hearing Examiner

FOR AGENDA OF: December 5, 2019

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 26, 2019

CLEARANCES:

- Community Development *gmc*
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works *LDR*

CHIEF OPERATIONS OFFICER: _____

- Legal *MLH*
- Finance _____
- Courts _____
- Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *BW for MM*

Purpose and Recommendation

The purpose of this report is to seek City Council approval to delegate the Shoreline Variance Permit decision for the Stober Single-Family Residence application filed under LUA2015-0057 from the City Council to the Hearing Examiner. The decision on the underlying permit requires technical analysis of land use issues related to shorelines and critical areas that are appropriate for the Hearing Examiner. Additionally, the Hearing Examiner will be required to review the subject project as part of another variance so a consolidation of the matters is appropriate. Staff recommends City Council approve the following motion:

Suggested Motion

Motion: I move to delegate the Shoreline Variance Permit decision for the Stober Single-Family Residence application filed under LUA2015-0057 to the Hearing Examiner pursuant to DMMC 18.240.160(3).

Background

The Stober Single-Family Residence application (LUA2015-0057) relates to one parcel (PIN 3222049087) at 702 South 280th Street. The waterfront property that is located in the Redondo single-family residential neighborhood (RS-7200 zone) is 130 feet deep and 7,540 square feet in area. The owners of the property are proposing to construct one residence with 4,040 square feet of floor area.

The proposed project would be 40 feet from the ordinary high water mark (OHWM) of Puget Sound. Development proposed within 200 feet of Puget Sound falls under the jurisdiction of the Des Moines Shoreline Master Program (SMP) and the property is located in the SMP designated Shoreline Residential Environment where there is a required 115-foot buffer (marine buffer) from the OHWM. Single-family residential development is not permitted in the marine buffer, unless approved through a Shoreline Variance.

Staff review of the application determined that a Shoreline Variance Permit and a separate Title 18 Des Moines Municipal Code (DMMC) Variance are required. The Title 18 DMMC Variance is required because the Applicants propose to build the residence within the DMMC required front yard, which would allow the proposed residence to be further from the ecologically sensitive Puget Sound. In addition to the two variances, a shoreline exemption determination and flood hazard areas permit are required for approval of the subject land use application. The variance and flood permit applications were noticed on February 26, 2018. A number of comments were received including significant comments from the Department of Ecology (Ecology). Ecology would be the agency that makes the final decision on the Shoreline Variance if the City Council or Hearing Examiner approves it. As a result, the Applicants have since worked with Ecology to revise their proposed site and residential design.

Discussion

A Shoreline Variance is a Type IV land use decision made by City Council. In accordance with the review process for a Type IV land use action (DMMC 18.20.190), upon conclusion of the 15-day comment period, the City Council may approve, approve with conditions, or deny a Type IV land use action upon compliance with the procedural requirements of Chapter 18.240 DMMC. Per DMMC 18.20.190, the City Council's decision is appealable to the Superior Court of Washington for King County.

The Department of Ecology provides the final approval of the Shoreline Variance. Materials are submitted to Ecology after the City Council's decision. Ecology has 30 days to make a decision. There is a 21 day appeal period following Ecology's decision.

Per DMMC 18.240.160, specifically, the Hearing Examiner conducts public hearings (where applicable) and renders final decisions on the following:

1. Type III land use actions as specified by chapter 18.20 DMMC, Land Use Review Procedures;
2. Appeals of administrative decisions as further provided in this code; and
3. *Such other matters as the City Council may from time to time refer.*

Alternatives

The alternative to the recommendation would be that City Council maintains authority for the underlying permit decision.

Financial Impact

The City would pay the associated Hearing Examiner fees.

Recommendation or Conclusion

Given the complicated land use issues, and the fact that the Hearing Examiner will already be reviewing the project and making a decision on the Title 18 DMMC variance, staff recommends that City Council remand the decision for the Shoreline Variance Permit to the Hearing Examiner.

Concurrence

The City Attorney concurs with the staff recommendation.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Aerial Mapping Project
Interlocal Agreement

ATTACHMENTS:

1. Agreement between City of Des Moines and eCityGov Alliance

FOR AGENDA OF: December 5, 2019

DEPT. OF ORIGIN: Information Technology

DATE SUBMITTED: November 22, 2019

CLEARANCES:

- Community Development _____
 Marina _____
 Parks, Recreation & Senior Services _____
 Public Works _____

CHIEF OPERATIONS OFFICER: _____

- Legal *TS*
 Finance *AA*
 Courts _____
 Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *PW for MM*

Purpose and Recommendation

The purpose of this agenda item is to approve the attached Interlocal Agreement (Agreement) with the eCityGov Alliance pertaining to the joint funding of an aerial mapping project. Staff recommends approving the Agreement.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between eCityGov Alliance and the City of Des Moines regarding the joint funding of an aerial mapping project, and further to authorize the City Manager to sign said Agreement substantially in the form as submitted."

Background

For many years when King County GIS contracted an aerial project they informally gave interested cities the opportunity to purchase the imagery data desired. King County has discontinued that program so eCityGov Alliance has agreed to become the lead agency for coordinating and managing future aerial projects and is now formalizing the process.

The Alliance is a governmental administrative agency formed pursuant to an Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (Interlocal Agreement) and chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington (RCW), organized as a nonprofit corporation under chapter 24.06 RCW. Pursuant to the Interlocal Agreement, the Alliance has the responsibility for developing, owning, operating, and managing Alliance programs and services on behalf of its governing body and customers.

Pursuant to chapter 39.34 RCW, the Alliance may enter into service agreements directly with any other public entity created and governed by the State of Washington, or any other public entity provided by any other State and Local laws governing public entities.

Discussion

With the continuing pace of development taking place in Des Moines the need for up to date imagery is an important tool for engineering, planning and economic development use. We are currently using 2015 aerial imagery which does not contain a large number of recent developments. Approving this Interlocal Agreement would allow the City to keep these important tools up to date going forward.

Alternatives

To not approve the Interlocal Agreement. In which case the city would continue to use older imagery for GIS applications.

Financial Impact

The project cost is shared among the participating cities based on area. Each city will contribute for the aerial imagery and an administrative cost for eCityGov Alliance to manage the project. Des Moines' contribution will be \$7,686.

Imagery Data: \$6,300

Project Management: \$1,386

This project was forecasted and included in the 2020 Information Technology budget.

Recommendation

Staff recommends approving the Interlocal Agreement.

AGREEMENT RELATING TO THE 2020 AERIAL MAPPING PROJECT

This Agreement Relating to the 2020 Aerial Mapping Project (Agreement), is entered into by and between the cities of Bellevue, Bothell, Des Moines, Issaquah, Kenmore, Kirkland, Mercer Island, Newcastle, Sammamish, SeaTac, Shoreline, Northshore Utility District (Participants) and eCityGov Alliance (Alliance) all of which may be referred to hereinafter individually as "Party" or collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement is to establish a collaborative framework for the 2020 Aerial Mapping Project (Project), which is a joint effort between the eCityGov Alliance (Alliance) and certain government entities that are a party to this Agreement (Participants) in the Puget Sound Region. This Agreement provides an overall scope, schedule and funding structure for the Participants to cost-share in acquiring high-quality orthophotography imagery to be used by each Participant for various planning purposes, including infrastructure, utilities and community development. This Agreement is a binding commitment by each Participant to honor the financial and schedule requirements set out in the sections below. The overarching goal of this Agreement is to achieve a positive Project outcome for all Participants, which will require each Participant to fully engage in, and expeditiously act on, defined Project milestones.

2. BACKGROUND

There is an extensive history of aerial mapping projects in the Puget Sound Region going back many decades – some of it is agency-specific and some collaborative or consortium-based. Overall, these efforts have had varied outcomes ranging from excellent to satisfactory to barely acceptable. Work continues sporadically among professional organizations and ad hoc committees to refine, focus, and execute an effective, workable approach to regional aerial mapping – better expressed as a subset of primary data acquisition for geographic information systems (GIS) and other applications.

With the ongoing development of Seattle's suburban perimeter, the need for current aerial imagery – ideally, high-resolution color orthophotography and related products suitable for large-scale urban mapping uses – continues to be a priority for many jurisdictions. These products have resulted in major financial gains for some jurisdictions when focused on targeted organizational business needs (for example, updated impervious fee structures resulting in increased revenue streams).

3. AUTHORITY

The Alliance is a governmental administrative agency formed pursuant to an Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (Interlocal Agreement) and chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington (RCW), organized as a nonprofit corporation under chapter 24.06 RCW. Pursuant to the Interlocal Agreement, the Alliance has the responsibility for developing, owning, operating, and managing Alliance programs and services on behalf of its governing body and customers. Pursuant to chapter 39.34 RCW, the Alliance may enter into service agreements directly with any other public entity created and governed by the State of Washington, or any other public entity provided by any other State and Local laws governing public entities.

The Alliance is committed to put in place the Project structure and resources to assure a positive outcome for the Project. It has experience facilitating such collaborative efforts, including working relationships with the Participants, and the stakeholder support, to manage the Project professionally and in a fiscally-responsible fashion. It currently manages three technology products providing services to over 20 public entities within the State of Washington, who each pay fees to the Alliance for these services.

4. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the following meanings:

A. ADMINISTRATIVE FEES

Administrative Fees are incurred through the administrative tasks necessary to manage the Project. This includes the responsibilities of the Alliance Executive Director, Project Manager and Administrative Staff responsibilities such as contract drafting, invoicing, finance management, issue identification and resolution, and technical support.

B. BASE PRODUCT

The base product is the acquisition of aerial imagery suitable for production of high-quality digital elevation data, high-resolution color orthophotography, and map compilation for the agreed upon project area. The product will be used to produce new ortho imagery and optionally, to update existing impervious surface features and topographic contours.

C. PARTIAL PAYMENT

Partial payment may be implemented if a Participant withdraws from the Project within the agreed upon timeframe as outlined below in item 11-A below. Additionally, partial payment may be utilized if a Vendor deliverable has not been completed/accepted according to the Agreement.

D. PARTICIPANT

Participants are local governments that would like to participate in the Project by executing this Agreement.

E. PROJECT MANAGER or PM

An independent contractor selected by Alliance who will provide regular communications, schedule updates, coordination among the Participants to this Agreement, and some data quality control services for the Project through a contract with the Alliance.

F. SUPPLEMENTAL FEES

Supplemental fees are in addition to the Vendor Fees for supplemental products requested by Participants and invoiced separately from the Vendor Fee invoices.

G. SUPPLEMENTAL PRODUCT

Participants who request supplemental products such as topographic contours and impervious surface mapping that are not part of the Base Product are considered a Supplemental Product.

H. VENDOR

An expert aerial mapping firm, or team of firms, selected by Alliance to enter into a professional services agreement (PSA) covering the duration of the Project, who will have the responsibility of completing the scope of work (SOW) attached to this Agreement (see Attachment 1).

I. VENDOR FEES

Vendor fees will be based on a per-map cost negotiated with the Vendor, with Participant totals varying depending on project area extents and adjacent agency project area overlaps. The Alliance will distribute a Project pricing spreadsheet to all Participants as a summary of what these costs will be.

5. ROLES AND RESPONSIBILITIES

The Alliance and the Participants hereby agree as follows:

A. Alliance

The Alliance agrees to serve as fiscal, administrative, coordinating and contracting agency on the Project through completion, estimated to be through January 31, 2021. The Project involves engaging three parties/Vendors including the following:

- i. An aerial mapping vendor/vendor team (Vendor) to utilize industry best practices and technology solutions to develop products meeting Participants' business needs for the urban mapping environment.
- ii. An experienced orthophotography coordinator who will act as the dedicated Project Manager to who will monitor all Project phases and communicate effectively with Alliance, Participants, and the Vendor.
- iii. Alliance administrative staff who will assist with contract creation, financial transactions and other administrative support for the Project. The contract creation effort includes the *Memorandum of Agreement* for all participants, *Professional Services Contracts* and *Scopes of Work* for the Project Manager, as well as the Vendor.

The Alliance will assign appropriate resources to manage the Project and act as managing agency with Alliance Executive Director as overall Project Administrator, who will also manage the staff providing administrative support and the Project Manager.

B. Participant

The following Participants are considered committed entities who have indicated interest, business need, and available budget to participate in the Project. Participants agree to the commitments and contingencies as outlined further below in section 10.

- City of Bellevue
- City of Bothell
- City of Des Moines
- City of Issaquah
- City of Kenmore
- City of Kirkland
- City of Mercer Island
- City of Newcastle
- Northshore Utility District
- City of Sammamish
- City of SeaTac
- City of Shoreline

In exchange for the services to be provided by the Alliance pursuant to this Agreement, each Participant agrees to budget for and pay the fees outlined in section 9.

6. OVERSIGHT AND ADMINISTRATION

The Alliance will conduct the Project as contracting agent, coordinator, and overall manager. The Project theme of *collaboration* is emphasized as a key ingredient in progressing satisfactorily through the various Project tasks and achieving a successful outcome. Accordingly, the Alliance will develop a Project plan and timeline that will serve as the blueprint for all Project activities.

Except for those items described in Section 10 below, Alliance regards the Project as a relatively straightforward and mostly routine technology initiative following well-defined technical specifications and aerial mapping industry best practices.

The Alliance shall select a Project Manager (PM) to manage Project tasks as an independent representative of the Alliance, working diligently to ensure timely completion and delivery of high-quality deliverables within the specified timeline and budget. Tasks include but are not limited to communicating project status and other related information among all Participants and the Vendor, attending participant/project/vendor meetings, updating the project schedule as needed, and presenting project status reports. The PM shall be retained by separate agreement to be executed by the Alliance, which shall state that the PM is and shall act as an independent consultant and not as the employee, agent, or representative of the Alliance in the performance of any services for the Alliance.

The PM is expected to oversee an effective execution of Project tasks and activities, including regular interaction with both the Participants and Vendors.

The Alliance shall select a Vendor to perform and deliver Project deliverables as an independent entity from the Alliance or the Participants, working diligently to ensure timely completion and deliver of high-quality deliverables within the specified timeline and budget. Tasks to be performed by the Vendor are substantially defined in Attachment 1 to this Agreement. The Vendor shall be retained by separate agreement to be executed by the Alliance, which shall state that the Vendor is and shall act as an independent consultant and not as the employee, agent, or representative of the Alliance in the performance of any services for the Alliance.

7. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of the signature date of the Alliance represented at the end of this Agreement (Effective Date) and may be executed from time to time by a Participant desiring services from the Alliance relating to the Project. A Participant may continue receiving services under this Agreement until such Participant has notified the Alliance in writing that its Project deliverables have been received, reviewed, and accepted, and that the Alliance has satisfactorily completed financial transactions between itself and the Participant, and between itself and the Vendor. The end date of this contract, and therefore Agreements with the above Participants, is expected to be no later than January 31, 2021.

8. DELIVERABLES

This Project is intended to provide an expedient data set to multiple entities who have identified business needs for current aerial mapping products, but who may lack resources to accomplish such an effort independently. A collaborative effort offers various tangible and intangible benefits, not the least of which is shared costs. This includes Project administrative and Project management costs, but most notably reduced costs where Participant project areas overlap. In this situation, the deliverable project costs are reduced, at an individual mapping unit level, for each Participant to $1/n$, where n is the number of overlapping map areas.

The deliverables include aerial mapping products, and the base product will be high-resolution color orthophotography suitable for large-scale urban mapping applications as described in Attachment 1. The orthophotography will cover each Participant's indicated area of interest in its entirety. Some Participants have expressed an interest in supplemental products such as topographic contours and impervious surface mapping. These needs will be accommodated as secondary priorities within the overall project scope, with the color orthophotography being the primary deliverable. Supplemental products are to be invoiced to the requesting Participant as those deliverables are completed.

All data requested and paid for within a Participant's area of interest will be provided to each Participant as the main deliverable, including both base product and supplemental product data. Each Participant will own full legal title to such deliverables paid for and received pursuant to this Agreement. If a Participant terminates its participation in this Agreement, it will own any deliverables that it paid for and received, but it will not have any right to receive further deliverables relating to the Project under the terms of this Agreement.

9. FINANCIAL TERMS AND PAYMENT PROCESS

The Alliance agrees to serve as contracting agent for this Project, executing and administering a professional services agreement with its selected Vendor. The funding for the Project will be shared by the Participants and be of three types:

- A. Vendor fees. Alliance will distribute a Project pricing spreadsheet to all Participants as a summary of what these costs will be as shown in Attachment 2. These amounts will be based on a per-map cost negotiated with the Vendor, with Participant totals varying depending on the extent to which Participant areas of interest overlap. In the case of overlapping areas among Participants, the cost for an overlapping map area will be split among the overlapping Participants.
- B. Administrative fees. Alliance will also include an administrative fee for each Participant as part of the total costs to Participants as shown in Attachment 2. These amounts are based on costs incurred by Alliance to pay for the contracted PM and the administrative work associated with the Project. Administrative work includes contract creation and management, financial management and transactions, contractor management and general Project oversight.
- C. Supplemental fees. Participants requesting supplementary mapping products such as topographic contours and impervious surface mapping will be invoiced as those deliverables on a request per Participant basis. These fees will be set based on the contract with the Vendor to conduct this additional work and will be invoiced by the Alliance to pay the Vendor.

Alliance will invoice Participants for progress payments using the following milestones/schedule.

1. Flight preparation (target January 31, 2020) – 50%
2. Orthophotography submission for review (target June 1, 2020) – 30%
3. Orthophotography final acceptance (target September 1, 2020) – 20%

NOTE: The dates above are for Alliance accounting purposes only and are not the dates of the actual deliverable milestones from the vendor's work. These are dates to allow for up to 60 days of invoice collection in preparation for payment to the vendor closer to the actual deliverable dates.

Since Vendor payment by Alliance is contingent on Participant payment to Alliance, prompt payment of each of these invoice cycles is required, in no case more than 60 calendar days from invoice receipt by Participant. It is each Participant's responsibility to conduct deliverable reviews and acceptance within these time constraints so that Alliance can process Vendor payments as quickly as possible.

10. COMMITMENTS

In signing this Agreement, each Participant commits to the following.

- A. The Project scope of work and technical specifications as shown in Attachment 1.
- B. Each Participant's fees as shown in Attachment 2.
- C. The addition of new Participants to the Project by the execution, from time to time, of additional Participants to this Agreement; provided, however, any such addition shall be agreed to by the Vendor and shall not adversely impact the Project schedule.
- D. Commitment to complete the Project, including full payment for services/products received, except for the contingency described in Section 11.
- E. Assignment of adequate staff or other resources to review Project deliverables within the indicated time constraints. Any deliverables returned to the Vendor for rework will also be subject to a redelivery/review/acceptance timeline.

11. CONTINGENCY

In the event that a suitable leaf-off weather window (February 1 – April 1) is unavailable, each Participant will be asked to indicate to the Alliance its preference to one of the following:

- A. Terminate its participation in this Agreement (with partial payment of Vendor flight mobilization fees and Alliance expenses), OR
- B. Defer the flight either until:
 - i. The next suitable weather window, but no later than July 1, 2020, or
 - ii. Spring 2021 (with partial payment of vendor flight mobilization fees and Alliance expenses); OR
- C. Cancel the Project (with partial payment of vendor flight mobilization fees and Alliance expenses).

The Alliance shall review Participant responses and proceed based on the preference of a majority of the Participants; provided, however, in the absence of a majority vote, the Alliance shall, in its own discretion, determine a suitable contingency plan in the best interest of the Alliance and the Project.

12. AMENDMENT, MODIFICATION AND TERMINATION

- A. Amendment or Modification. The parties to this Agreement may amend or modify this Agreement, in whole or in part, by mutual agreement. Any amendment or modification shall be signed by the parties hereto.
- B. Termination for Convenience. If a Participant elects to terminate its participation in this Agreement due as a convenience for the Participant's need, it may do so by submitting written notice as described in Section 14. Participants who chose to terminate their participation in the Project are responsible for partial payment, which includes Vendor and Administrative fees. The remaining fees for the remaining Participants will be recalculated by Alliance and presented to the remaining Participants.
- C. Termination by Mutual Agreement. The parties may terminate this Agreement, in whole or in part, at any time, by mutual agreement. In this case any already incurred costs will be invoiced to the terminating Participant and the remaining fees for the remaining Participants will be recalculated by the Alliance and presented to the remaining Participants.

13. DISPUTE RESOLUTION

The general approach to this Project is a supportive collaboration of cost-sharing among its Participants. The first step for resolving any disputes will be for Participants to work together to resolve the dispute through discussion and negotiation among the Participants.

In the event of a dispute between Participants that cannot be resolved by the Participants, the Alliance Executive Director will serve as the mediator and resolve those disputes where feasible and appropriate. Alliance reserves the right to decide on the outcome of any dispute among Participants that pertains to the specifics of this Agreement, but is not a legal matter among Participants, in which case parties should follow their appropriate legal processes and remedies set by their respective entities.

Any dispute between Participants that is not resolved by the Alliance Executive Director, or any dispute between Participants and Alliance, or any decision by Alliance that needs elevation to a higher authority will be referred to the Alliance Executive Board. The Alliance Executive Board reserves the right to decide on the outcome of any dispute among Participants that could not be resolved by the Alliance Executive Director or is a dispute with the Alliance Executive Director, but is not a legal matter among Participants and the Alliance, in which case parties should follow their appropriate legal processes and remedies set by their respective entities.

Any dispute not able to be resolved by the Alliance Executive Board will be referred to public entity mediation or any appropriate legal processes and remedies set by the parties' respective entities.

14. NOTIFICATIONS

Any notices to be given under Section 12 of this shall be in writing and shall be delivered electronically via email, and by physical mail addressed to:

eCityGov Alliance
 Attention: Executive Director
 PO Box 90012
 Bellevue, WA 98009-9012
info@ecitygov.net

Other notices to be given under this Agreement may be given electronically.

15. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which shall remain in effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable. Should the invalidated provision be necessary to accomplish the purpose of the Agreement, the parties agree to negotiate a provision which will allow such purpose to be accomplished. If agreement cannot be reached on a replacement provision, the Agreement will be deemed terminated as of the date required by the invalidation.

16. APPLICABLE LAWS

The parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

17. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party to this Agreement shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any party exercising the right of termination.

18. NO PRECLUSION OF ACTIVITIES OR PROJECTS

Nothing herein shall preclude any party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on the other Participants.

19. ENTIRETY OF COMPLETE AGREEMENT

This Agreement supersedes all prior negotiations, representations and agreements between the Participants to the subject matter hereof and constitutes the entire agreement between the parties hereto.

20. COUNTERPARTS

This Agreement may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Participants had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

21. MAINTENANCE OF RECORDS

The Alliance and its fiscal agent shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel from any party hereto, other personnel duly authorized by any party hereto, the Office of the State Auditor, any person making a request for information under the Public Records Act, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of the Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Participants shall have full access and the right to examine any of these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

22. PUBLIC INFORMATION

All parties to this Agreement acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act and related public information requirements.

23. MISCELLANEOUS

- A. *Equal Opportunity.* No party to this Agreement shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).
- B. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- C. *Non-Waiver of Breach.* The failure of a party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. *No Joint Venture or Partnership.* No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.
- E. *Assignment.* The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.
- F. *Prior Acts.* All acts taken by the Parties hereto but prior to the effective date of this Agreement are hereby ratified and confirmed.

The Participants hereby agree to the foregoing Agreement, which shall be effective immediately upon full execution by the signatories listed on the following pages, including the Alliance, who will be the last signatory.

ECITYGOV ALLIANCE:

Name: _____ Title: _____

Date: _____

PARTICIPANTS:

Name: _____ Title: _____

Date: _____ Agency/City: **City of Bellevue**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Bothell**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Des Moines**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Issaquah**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Kenmore**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Kirkland**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Mercer Island**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Newcastle**

Name: _____ Title: _____

Date: _____ Agency/City: **Northshore Utility District**

Name: _____ Title: _____

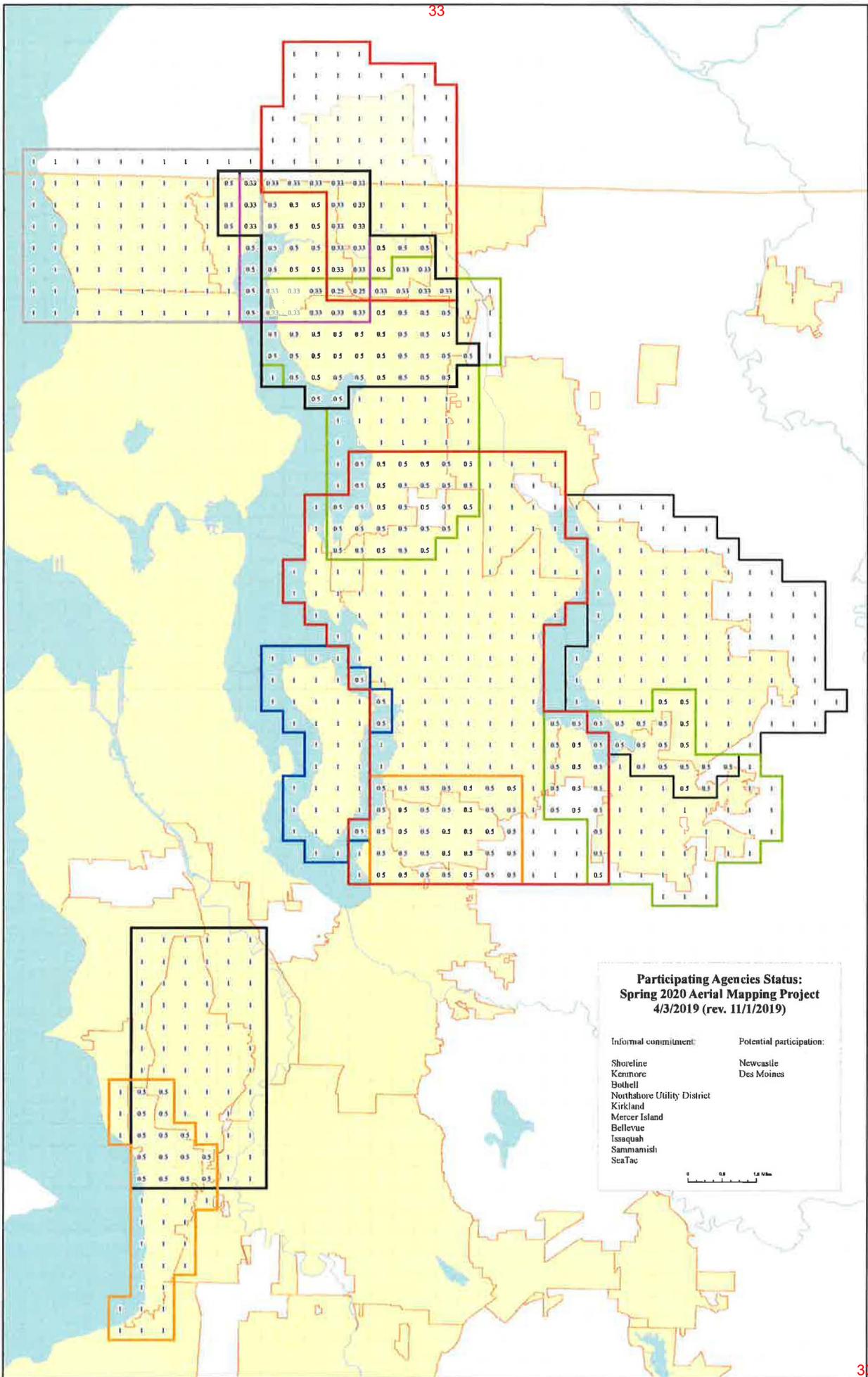
Date: _____ Agency/City: **City of Sammamish**

Name: _____ Title: _____

Date: _____ Agency/City: **City of SeaTac**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Shoreline**



**Participating Agencies Status:
Spring 2020 Aerial Mapping Project
4/3/2019 (rev. 11/1/2019)**

Informal commitment: Potential participation:

- | | |
|----------------------------|------------|
| Shoreline | Newcastle |
| Kenmore | Des Moines |
| Bothell | |
| Nothshore Utility District | |
| Kirkland | |
| Mercer Island | |
| Bellevue | |
| Issaquah | |
| Sammamish | |
| SeaTac | |

0 0.5 1.0 Miles

ORTHO TILES / AGENCY - 10/22/2019											Base Product TOTAL	Admin Rate	Admin Amount**	Grand Base Total	
Cost/tile*	Files/agency	1.00 tiles / cost		.5 tiles / cost		.33 tiles / cost		.25 tiles / cost							
200.00			200.00		100.00		66.67		50.00						
AGENCY														AGENCY	
Bellevue	223	137	\$ 27,400.00	86	\$ 8,600.00					\$ 36,000.00	18%	\$ 6,480.00	\$ 42,480.00	Bellevue	
Bothell	85	60	\$ 12,000.00	4	\$ 400.00	19	\$ 1,266.67	2	\$ 100.00	\$ 13,766.67	22%	\$ 3,028.67	\$ 16,795.33	Bothell	
Des Moines	39	24	\$ 4,800.00	15	\$ 1,500.00					\$ 6,300.00	22%	\$ 1,386.00	\$ 7,686.00	Des Moines	
Issaquah	74	39	\$ 7,800.00	35	\$ 3,500.00					\$ 11,300.00	18%	\$ 2,034.00	\$ 13,334.00	Issaquah	
Kenmore	42	0	\$ -	16	\$ 1,600.00	24	\$ 1,600.00	2	\$ 100.00	\$ 3,300.00	18%	\$ 594.00	\$ 3,894.00	Kenmore	
Kirkland	109	30	\$ 6,000.00	63	\$ 6,300.00	14	\$ 933.33	2	\$ 100.00	\$ 13,333.33	18%	\$ 2,400.00	\$ 15,733.33	Kirkland	
Mercer Island	40	36	\$ 7,200.00	4	\$ 400.00					\$ 7,600.00	22%	\$ 1,672.00	\$ 9,272.00	Mercer Island	
Newcastle	35		\$ -	35	\$ 3,500.00					\$ 3,500.00	22%	\$ 770.00	\$ 4,270.00	Newcastle	
Northshore Utility District	85	1	\$ 200.00	52	\$ 5,200.00	30	\$ 2,000.00	2	\$ 100.00	\$ 7,500.00	22%	\$ 1,650.00	\$ 9,150.00	Northshore Utility District	
Sammamish	123	105	\$ 21,000.00	18	\$ 1,800.00					\$ 22,800.00	18%	\$ 4,104.00	\$ 26,904.00	Sammamish	
SeaTac	72	57	\$ 11,400.00	15	\$ 1,500.00					\$ 12,900.00	22%	\$ 2,838.00	\$ 15,738.00	SeaTac	
Shoreline	88	78	\$ 15,600.00	7	\$ 700.00	3	\$ 200.00			\$ 16,500.00	22%	\$ 3,630.00	\$ 20,130.00	Shoreline	
	0		\$ -							\$ -		\$ -	\$ -		
Total:										\$ 154,800.00		\$ 30,586.67	\$ 185,386.67		

*Rough quote estimate from GeoTerra - October 23, 2019

**Includes eCityGov Alliance (agreement mgmt, contract mgmt, financial mgmt) plus third-party Project Manager expenses

Mayor Pina,
City Council Members.

Thank you for the recognition
celebration and beautiful Spirit
award.

When it comes time for a volunteer
to "retire", it's nice to feel your life
goals were appreciated.

We are truly grateful to all of
you,

Wayne and Susan Covey



Covenant Beach Historic Camp and Des Moines creek & beach are the birthplace of Des Moines. In the 1880s Puget Sound settlements were growing. Creeks provided water & power for the early sawmills that caused towns to be founded. By 1916 the sawmill & logging era was ending and this beach and valley became a popular recreational destination. In 1930 the entire valley and beach front became a rustic church camp with a distinctly Swedish architectural heritage. Today it is a city park (just north of the marina) and is listed on the National Register of Historic Places. The City is currently repairing and updating the buildings, maintaining historic integrity, and preserving a glimpse of life on Puget Sound as it was 80 to 100 years ago.



Net proceeds from your Notecard purchase will assist the Des Moines Legacy Foundation in providing youth recreational scholarships, services to senior citizens, and support of activities that enhance the quality of life within our community. For more information please call 206-870-6527

Joint Aviation Meeting
November 19, 2019

LIST

1. Suspend design work until environmental reviews are completed.
2. Outstanding requests from cities the Port has never responded to.
3. Request for Elected participation:
 - a. Potential merge with the Highline Forum.
4. New facilitator (group owns the facilitator).
5. Audio/Visual recording of meetings (find a way).
6. Co-Equal agenda settings:
 - a. Identification of speakers.
7. Advance meeting materials.
8. Outbound messaging/PR by consensus only (consensus by Elected's).
9. Restructuring with Elected's.
10. Diverse perspective of priority (experts from both sides).
11. Intent of StART to address growth and growth of operations.
12. StART is not a vehicle to evidence engagement.
13. Concern over active participation of all stakeholders (be specific).

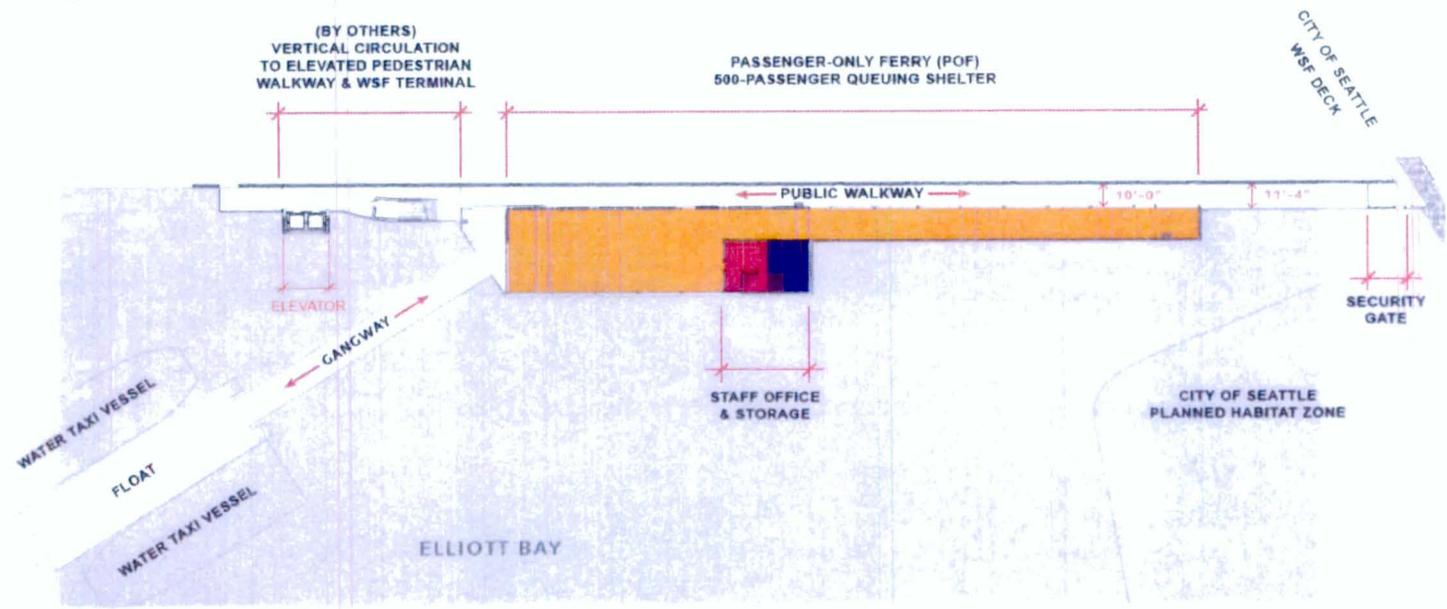
Existing POF Facilities



New POF Terminal

PASSENGER-ONLY FERRY (POF)

UNDER CONSTRUCTION



Puget Sound POF Routes

Current Routes

- Vashon Island
- West Seattle
- Bremerton

Funded Routes (Starting soon)

- Kingston
- Southworth

Planning Phase Route

- Tacoma

Routes Under Discussion

- Everett / South Whidbey
- Olympia
- Port Townsend



Colman Dock and Pier 48-Critical Gateway



Downtown Seattle Concepts



LMN

SCHEME STUDY 01

kpff

12/5/2019

Downtown Seattle Concepts



DEMAND STUDY DES MOINES MARINA & PASSENGER FERRY CONCEPT

December 5, 2019

The concepts included in this presentation shall not be disclosed outside the scope of the project unless it approved by Diedrich RPM and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate the parties' involvement in a project with DRPM. If, however, an agreement is reached with DRPM as to the performance of this project as a result of or in connection with these concepts the parties will have the right to duplicate, use and disclose the concepts to the extent provided by the contract. This restriction does not limit the parties' right to use information contained in this presentation if it is obtained from another source without restriction.

DEMAND STUDY MISSION:



Determine the **quantitative demand** for a proposed marina redevelopment and ferry operation and **use findings to obtain funding and create your go-to-market strategy**

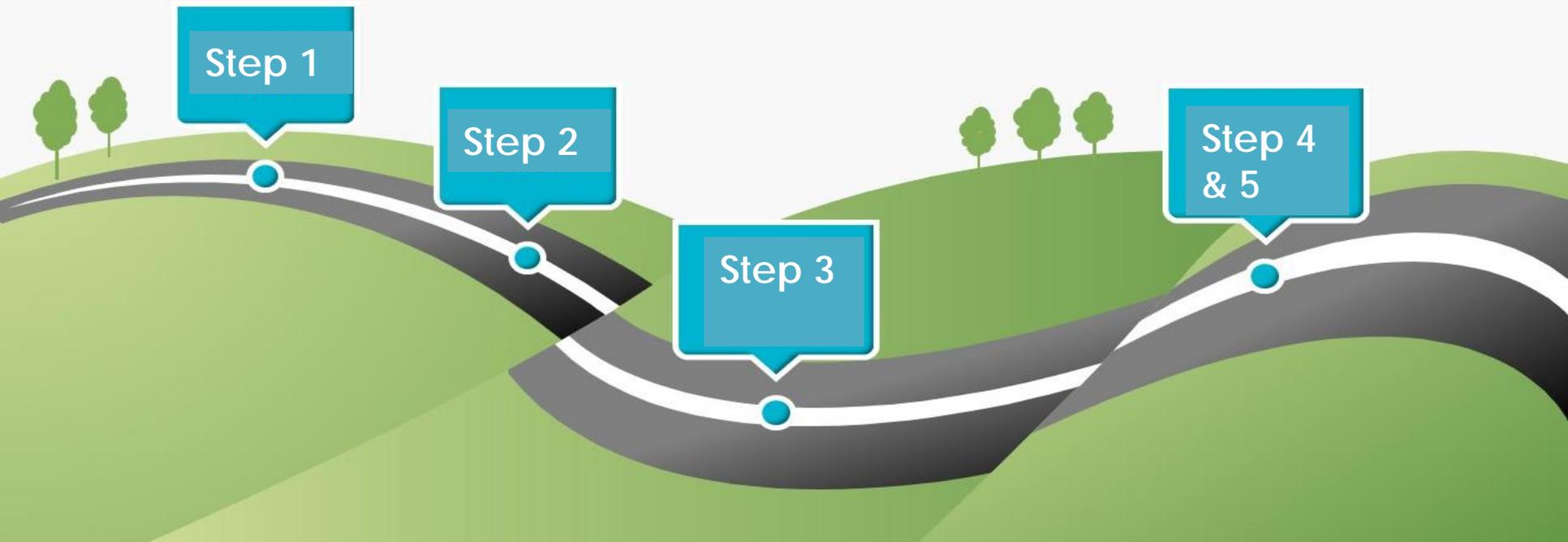
MEETING OVERVIEW

- **Introductions**
- **Demand Study Overview**
- **Background**
- **DRPM Services**
- **Part 1.** Presentation to Senior Leadership, the Des Moines City Council
- **Part 2. In-Depth-Interviews**
- **Part 3. Demand Study Proposal**
- **The Process, Sample Reporting and Deliverables**
- **Q & A**

PATH TO SUCCESS

Conduct a baseline study to determine potential marina redevelopment and passenger ferry usage/buying motivators (segregated by segment) to determine market viability and to develop the go-to-market strategy

Step 1. Study Design **Step 2.** IDI's **Step 3.** Creation of Survey **Step 4. & 5.** Collection of Data and Tabulation, Creation and Delivery of Executive Summary, and Strategy for the Business Concept





BACKGROUND



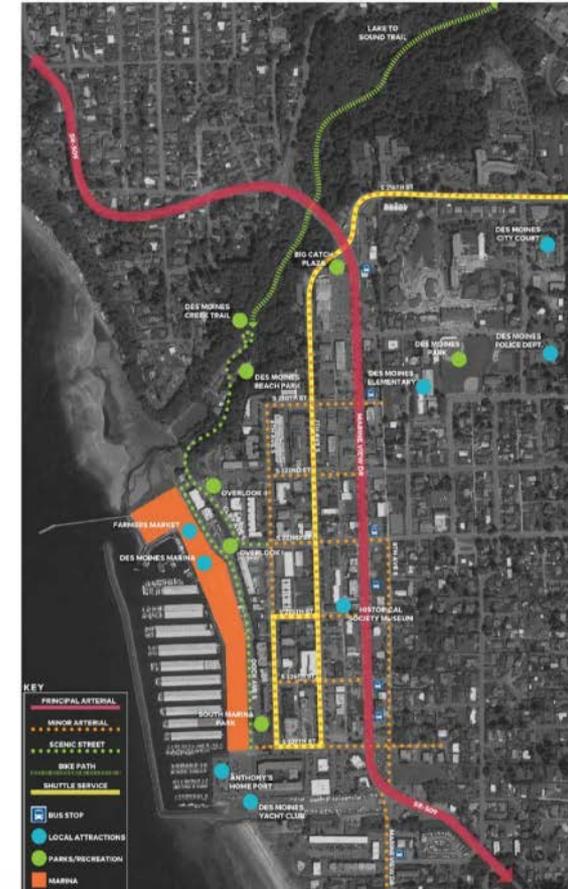
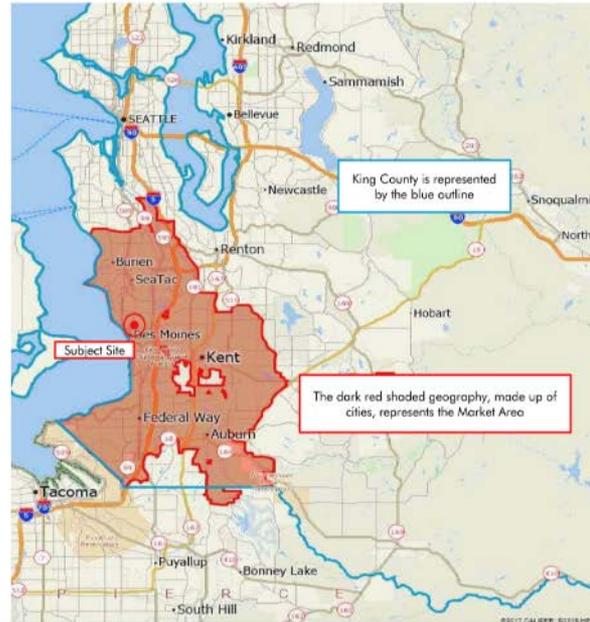
WHAT DOES THE MARKET LOOK LIKE?



Des Moines WA
The Waterland City

Project Location

The site is located on the existing Des Moines Marina, which currently includes 730 boat slips (uncovered and open), a working boatyard, dry storage, an esplanade, and public access areas to the Puget Sound for fishing and recreation. The City of Des Moines is located in southwest King County, nearly halfway between the cities of Seattle and Tacoma. The City owns and maintains the Marina site.





SITUATION ANALYSIS

Michael Matthias (City Manager) and Scott Wilkins (Harbor Master) of Des Moines, WA, are working on a marina redevelopment plan. **The current marina is a 20-acre, 800-slip facility that is equidistant from Tacoma and Seattle. In 2018 more than 1M visitors, and 440,000 vehicles, entered the marina.** Des Moines is at the center of the residential population that works in Tacoma and Seattle. It is also contiguous to the SeaTac airport, which is about three miles from the marina.

The vision is for the city of Des Moines to **provide daily commuters a ferry service using the marina as a pick-up/drop-off point. It will receive travelers from a tourism and recreational perspective, and people who are commuting from Seattle and Tacoma to and from the airport.**

The ferry service will also be an **essential component to regional emergency plans and regional resiliency plans providing access to Sea-Tac airport in the event of need and** is the closest harbor to the Kent Valley, our center of warehousing and manufacturing. The Kent Valley is vulnerable to flooding in an earthquake or dam breach.

We discussed with Michael and Scott **the idea for conducting a study which projects the viability and demand for a ferry service in an effort to seek potential funding and planning partners.**

RESEARCH OBJECTIVES



- Identify reactions to the proposed marina vision and ferry operation with key stakeholders (investors, developers, etc.)



- Determine potential **passenger demographics** (what percent of ridership would be tourist) and **determine origination points from all viable cities**
- Establish **price points and intent to purchase**



- Determine the necessity of including Des Moines in any Seattle-to-Tacoma ferry route. Validate the viability of airport transport



- Demonstrate how the ferry could provide regional emergency evacuation for Kent Valley



- Validate the **Marina's redevelopment vision and ferry offering** including the ability for the plan to be **environmentally sustainable through the potential use of a battery-electric, low emission Hydrogen fueled, or hybrid ferrying vessel.**



- Determine **primary and secondary tourist/resident transportation trends**
- Identify local attractions



- Determine area **partners including companion mode partners, parking and traffic assessments etc.**

APPLICATIONS OF STUDY RESULTS



Financial forecasts can be used to **facilitate funding and validate market potential**



Determination of **optimal operational business concept and ferry offerings**



Validation for proposed **geographic location and ferry service routes and schedules**



Segmented targeting and identification of companion-mode partners



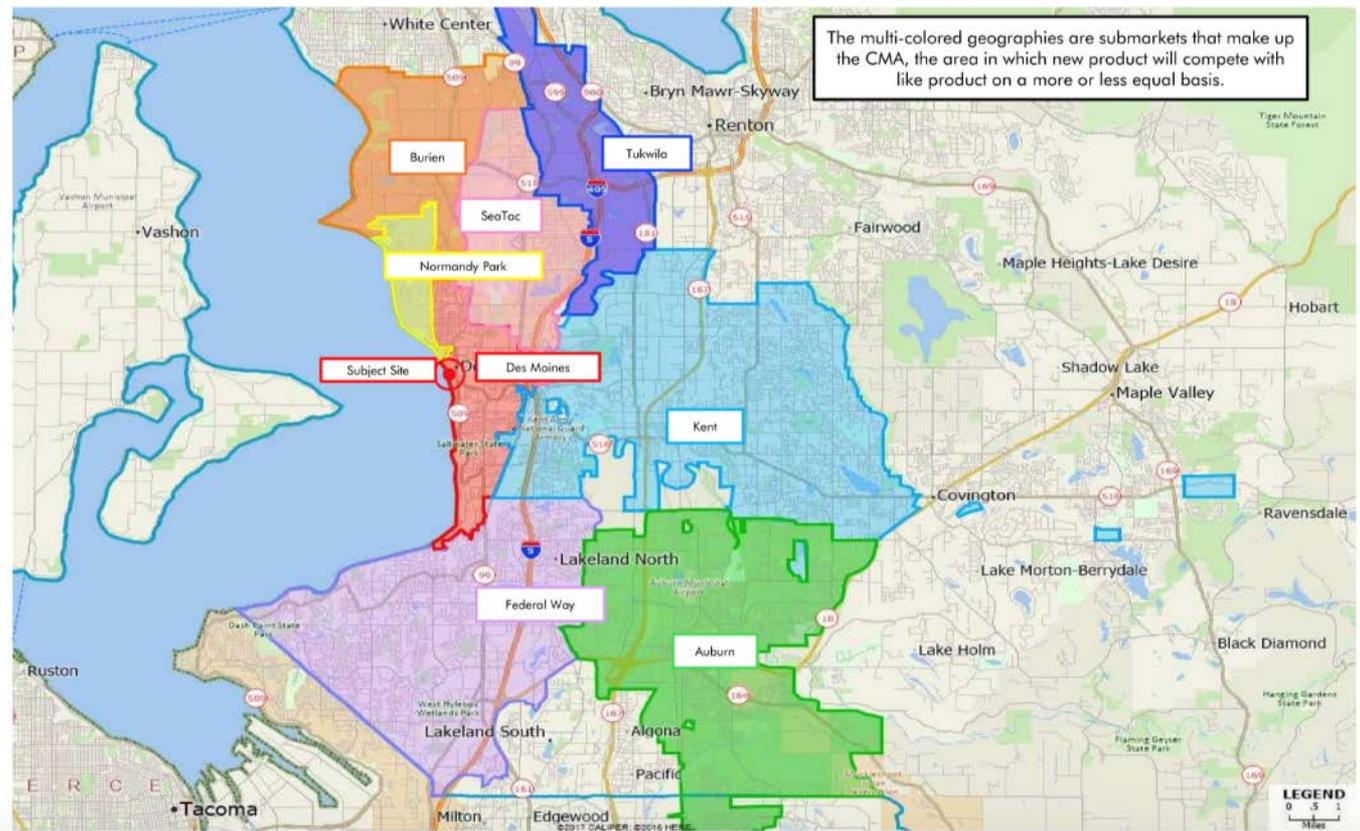
GEOGRAPHIC MARKET

Market area as defined by the Phase II THG feasibility study

Market Area

For the purposes of economic and demographic analysis, we have identified a Market Area that includes the cities of: Des Moines, SeaTac, Tukwila, Kent, Auburn, Federal Way, Burien, and Normandy Park. These cities make up the bulk of

southwest King County and include the submarket's top employment nodes. The boundaries of the cities within the Market Area are defined in the map below:





WHAT DOES THE MARKET WANT?

Potential **public amenities** such as **marina steps**, **rooftop gardens**, and validation of the **Tides** and **Pier** concepts





THE PROPOSED MARINA



The Marina Steps are envisioned as a connector between the Marina and downtown via 22nd Street.



ABOUT DIEDRICH RPM

PHASE I

Conduct primary research in order to gather insights around a product, concept or idea.

PHASE II

Deploy pilot marketing tactics to specific demographics and geographic areas based on research findings.

PHASE III

Rollout the best performing tactics based on the pilot marketing outcomes from Phase II.

PHASE IV

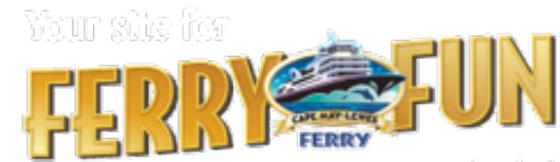
Execute on-going ROI analysis and modify rollout tactics accordingly.



NO GUESSWORK

The right focus leads to success.

CLIENT EXPERIENCE



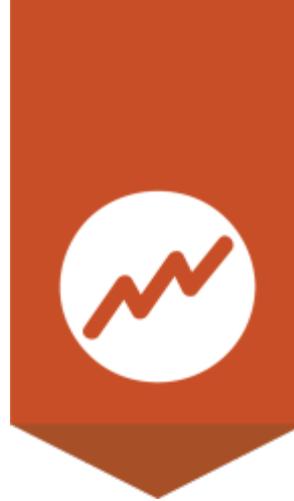
CLIENT EXPERIENCE





RESEARCH SERVICES

- Questionnaire Development
- Screening Services
- List Management Services
- Discussion Guide Development
- Professional Facilitation
- Data Analysis
- Research Reports
- Recommendations
- Focus Groups
- Web Usability
- Metrics for Success



MARKETING SERVICES

- Marketing/Implementation Plan
- Integrated Marketing
- Branding
- Media Planning and Placement
- Media Buying and Tracking
- Public Relations
- Event Planning
- Insights and Analytics
- Social Media Planning and Implementation
- Digital Marketing
- Web Development



CREATIVE SERVICES

- Brand/Identity Development
- Brand Marketing Materials
- Email Campaigns
- Website Development and SEO
- Digital Advertising
- Creative Copywriting
- TV / Radio Concepts
- Direct Mail
- Print Advertising
- Offset, Digital, Variable Data Printing



PART 1: MEETING WITH LEADERSHIP & PRESENTATION TO COUNCILS

MEETINGS AND PREPARATION

- **Discovery meeting** – to discuss perceived challenges and opportunities associated with the Ferry concept
- **Tour the proposed docking and parking areas for the Ferry service**
- **DRPM to present part 1 & 2 of the Demand Study Strategy to the City of Des Moines senior leadership**
- **DRPM to make any necessary modifications to the part 2 Demand study plan**
- **Present the Demand Study Plan to the City Council**



PART 2: IN-DEPTH-INTERVIEWS

IN-DEPTH-INTERVIEWS

Conduct IDI's with key stakeholders (investors, developers, influencers, etc.), to assess perceptions of the marina redevelopment and ferry concept. Identify what elements of the plan most resonate with participants as well as gather other ideas and feedback. **Use the findings to refine the Consumer Demand study.** This phase can aid the future investor network and is designed to be inclusive of thought leadership.

Sample reporting below

METHODOLOGY

IDI Strategy:
 Conduct in-depth-interviews with preselected individuals on the Thern team, including titles and fields such as; Sales, Business Development, Marketing, Sales Engineer, VP of Sales, and VP of Engineering.

Interviews were scheduled in advance and conducted with [REDACTED] team members from 5/14-6/6 via telephone. Each interview followed the preapproved IDI Guide/Questionnaire and lasted approximately 60 minutes per session.

Goal:
 Perform in-depth-interviews with sales team to determine the needs to aid in the sales cycle, specifically with generating new leads and expand [REDACTED] customer base.

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IDI INTERVIEW GUIDE

On a scale of 1-5, how would you rate the effectiveness and success of the following marketing materials and advertising techniques?

	5 - Very Successful/Effective	4 - Somewhat Effective	3 - Neutral	2 - Not Effective	1 - Not at all Effective/Successful	N/A
Thern Website	()	()	()	()	()	()
Online Presence (SEO, SEM, email campaign, etc.)	()	()	()	()	()	()
Traditional Advertising (print, brochures, trade publications, direct mail, etc.)	()	()	()	()	()	()
Trade shows (physical presence booth or attended as a service opportunity)	()	()	()	()	()	()
Webinars	()	()	()	()	()	()
Lunch and Learn	()	()	()	()	()	()
Professional Referrals/Testimonials	()	()	()	()	()	()

Notes/implantations for previous questions if details are given
 Probe: Any low scores which could be improved? N/A which if offered could be effective and how?

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Buying Motivators

From your experience what are some typical motivators which generate a need for Thern's services/products, expertise, request for proposal, etc.?

What factors are typically communicated or are key to winning a bid?

When thinking of the following attributes please rate how you believe Thern ranks when compared to the key competitors.

	Better than Competition	Same as Competition	Below/Short of Competition
Price	()	()	()
Brand Reputation	()	()	()
Quality of Work	()	()	()
Efficiency	()	()	()
Reliability	()	()	()
Customer Service	()	()	()
Delivery/Turnaround/Response Time	()	()	()
Equipment Support	()	()	()
Customized Solutions and Problem Solving	()	()	()
Relationships with Suppliers	()	()	()
Knowledge and Industry Expertise	()	()	()
Lead time and Inventory (stock orders)	()	()	()

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PART 3: DRAFT PROPOSED DEMAND STUDY

RESEARCH PROCESS

The goal of the research study is to understand consumer demand, functional attribute indicators, market barriers and opportunities, demographics, and other areas critical to the proposed marina redevelopment and ferry operation's overall success. The information will be used to build a targeted and measurable strategic plan to drive strategy and determine future sales for the city of Des Moines future ferry operation.



Phase I: The development of a Research Design to include project objectives, goals, methodology, reporting, and timing

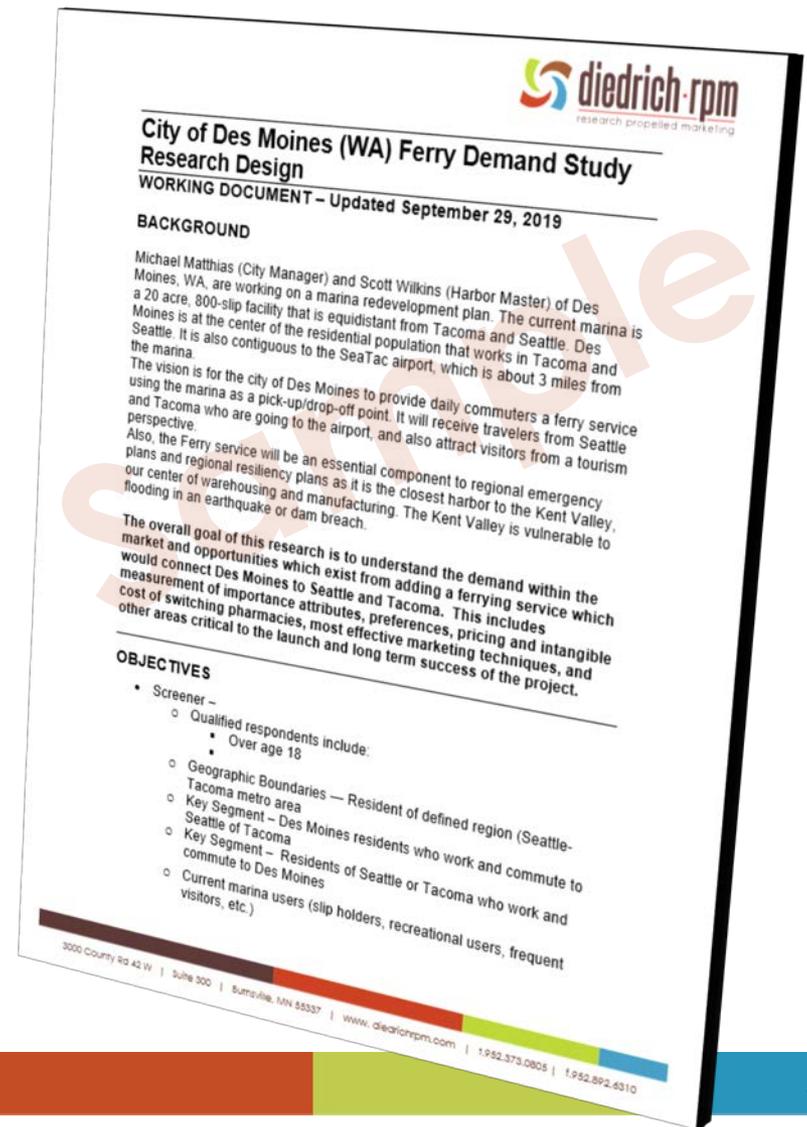
Phase II: The development and deployment of a survey(s) (based on the approved Research Design) using DRPM's proprietary survey platform

Phase III: A full report detailing the findings and recommendations

PHASE 1: RESEARCH DESIGN

The first step of any study is the development of a Research Design, including a research methodology.

Working collaboratively with the city of Des Moines, DRPM will develop a plan for the research project, which will serve as the blueprint for the project including the creation of the survey. It will also outline project specifics such as methodology and reporting/data analysis.



PHASE II: DATA COLLECTION

Using the **methodology** approved from the **Research Design**, a plan is developed to capture responses and achieve the studies goals/quota. Often this includes a **mixed-method approach**, utilizing online resources as well as DRPM's in-house call center.

- A minimum of 30 responses per segment is required for statistical testing.
 - Segments may include; geographic, and demographic characteristics. (commuter vs. tourism, etc.)
- Images may also be included to illustrate product concept (online respondents only).
- DRPM (using a proprietary online survey platform) will host all data collected. The raw data may also be transferred via Excel or SPSS format if the client elects.

DELIVERABLES

The project includes the following deliverables:

- **Research design** (working in collaboration with the City of Des Moines) which **defines the objectives, methodology, and timing**
- Use of DRPM's **secure internal survey platform, data export in Word, PDF, Excel, Power Point, and SPSS formats, embedded data unique to individual respondent, and more**
- **Data collection** (mixed-method approach)
- **A complete in-depth final report including; data analysis and statistical testing, executive summary, opportunities, and other key observations**
- **In Person presentation support** also available if elected



SAMPLE REPORTING SLIDES

DRAFT CONCEPT STATEMENT

THE CITY OF DES MOINES OFFERS A NEW AFFORDABLE WAY TO TRAVEL

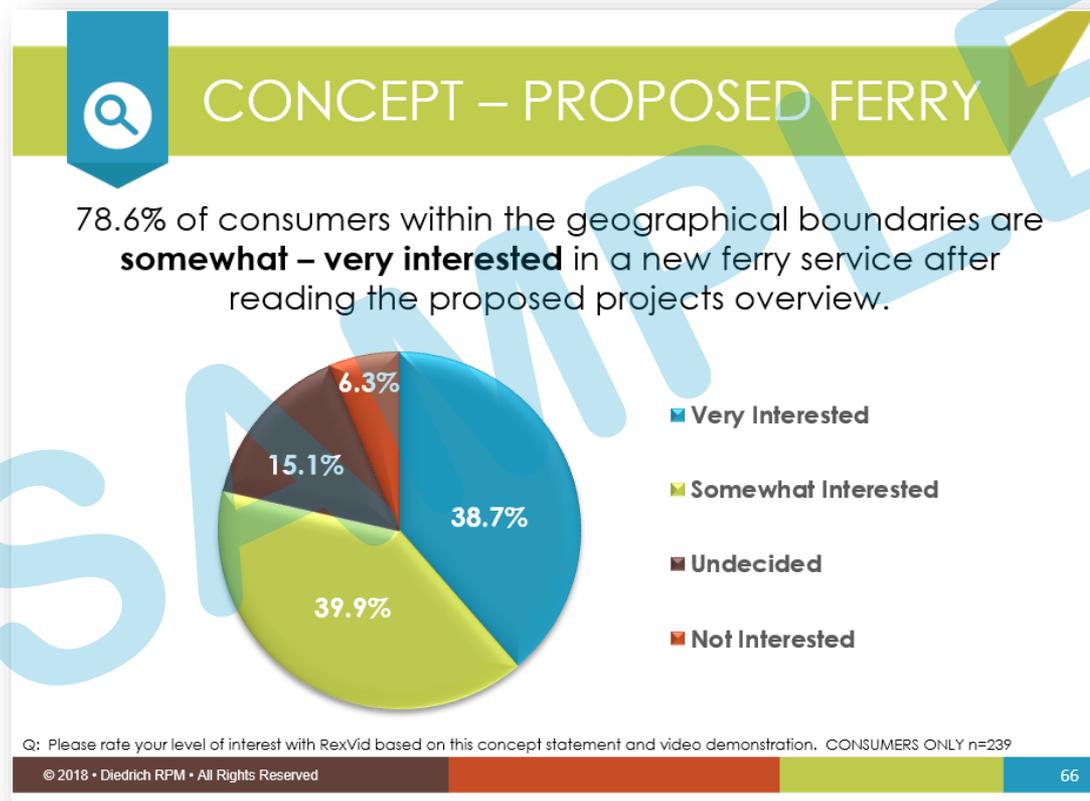
The Des Moines Ferry aims to provide a new, quick and affordable way to travel between waterfront communities throughout Des Moines, and Puget Sound region. XX routes span over XX nautical miles of waterways and will connect commuters from Des Moines, Seattle and Tacoma and visitors to the city's waterfront communities – including neighborhoods, job centers, and parks. The City's proximity to light rail and fast-growing employment base will make this passenger service a great new viable mode of transportation for our community.

The Des Moines Ferry will provide:

- Great alternative to stress and expense of solo commuting
- Ferry one-way crossings from Seattle to Des Moines and vice versa 36 for \$51
- Crossings from Tacoma to Des Moines 15 minutes \$26
- A safe, reliable, comfortable ride
- Environmentally friendly boats
- State-of-the-art traveler amenities

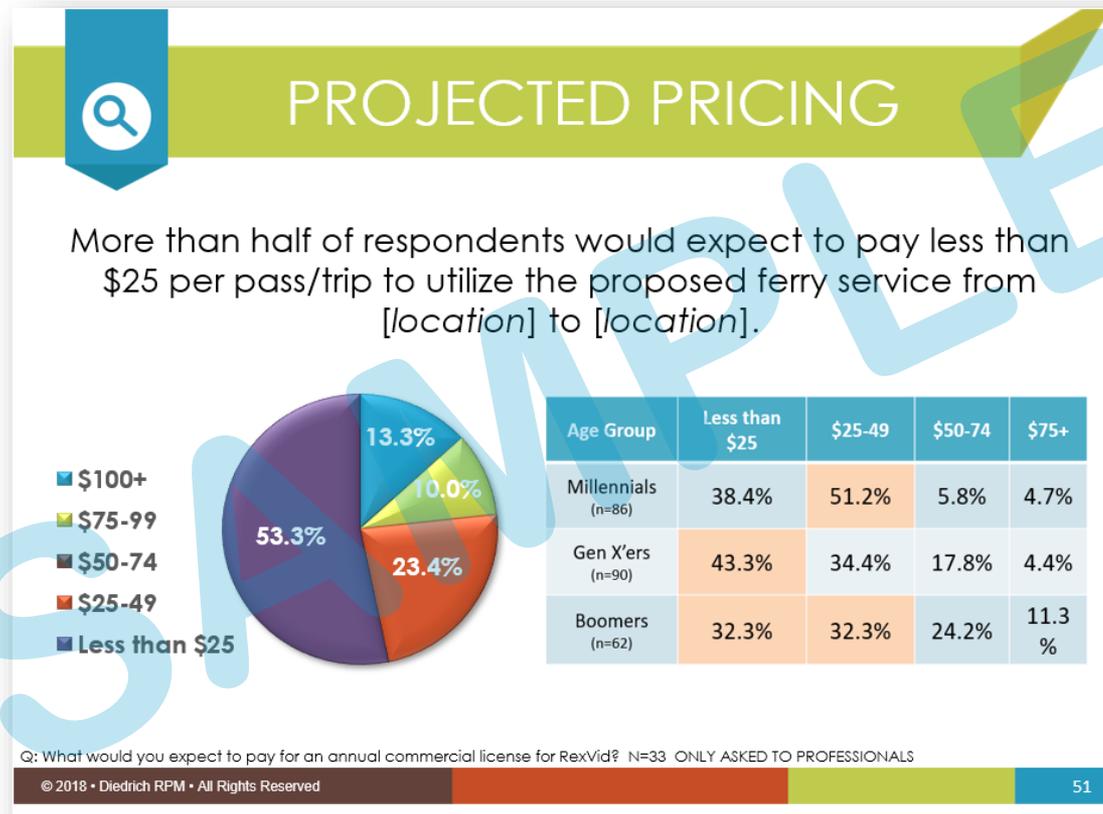
CONCEPT PLATFORM EVAL

If a ferry service were to be made available from Des Moines to Seattle how likely would you be to use it for your daily commute?



CONCEPT PLATFORM EVAL

What would you expect to pay for a round trip fare for a commuter ferry running from Des Moines to Seattle?



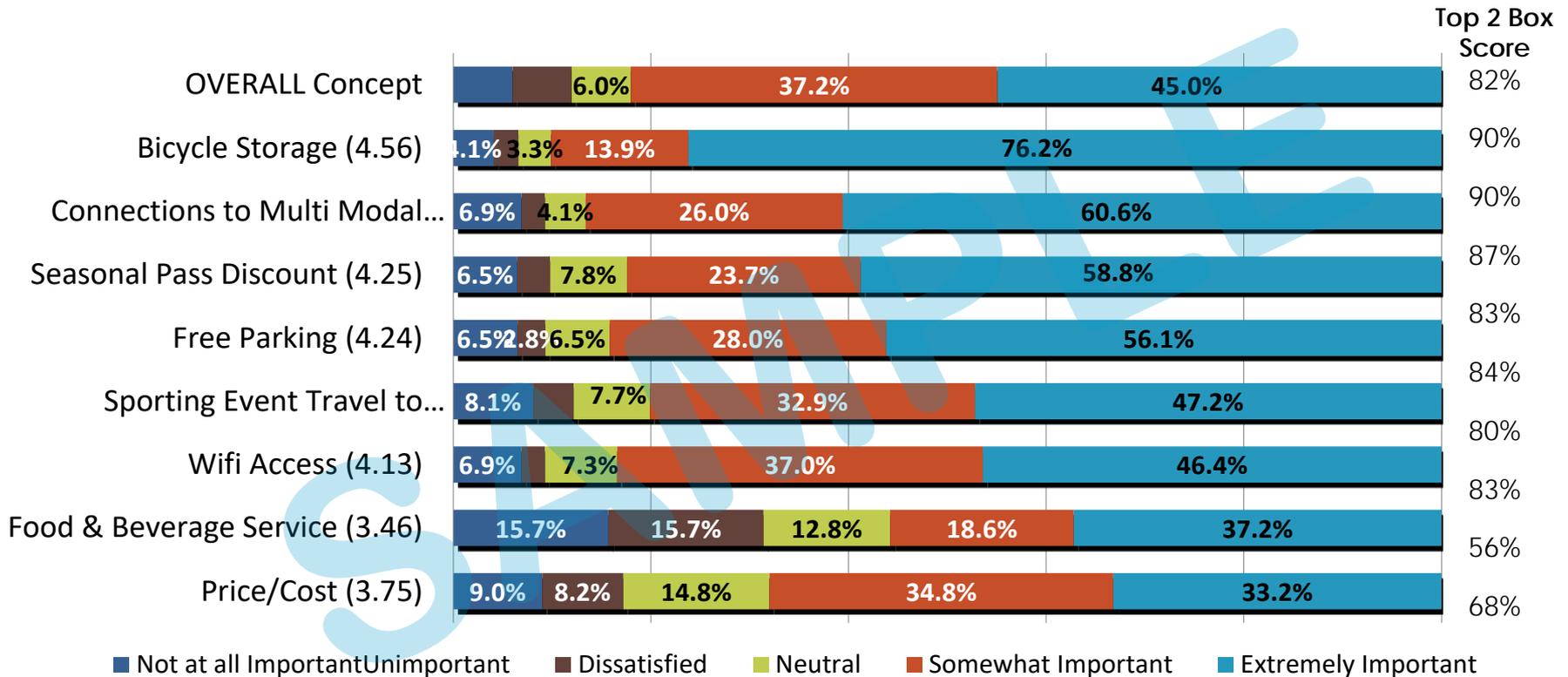
PROJECTED DEMAND

Project an estimated \$4M in total revenue based on the following demand by market segment

Segment	Average annual spend	Reason for Purchase
Residents	\$2M (62%)	Commute Time Convenience (96%)
Tourists/ Hotel Guests	\$1M (61%)	Experience (42%)
Tour Operators	\$500K (48%)	Venue/convenience/ reputation (65%)
Airport Commuters	\$500K (48%)	Commute Time Convenience(65%)
Total	\$4M	

SERVICE ATTRIBUTE IMPORTANCE

Most areas measured have a top-two box above the 80% threshold

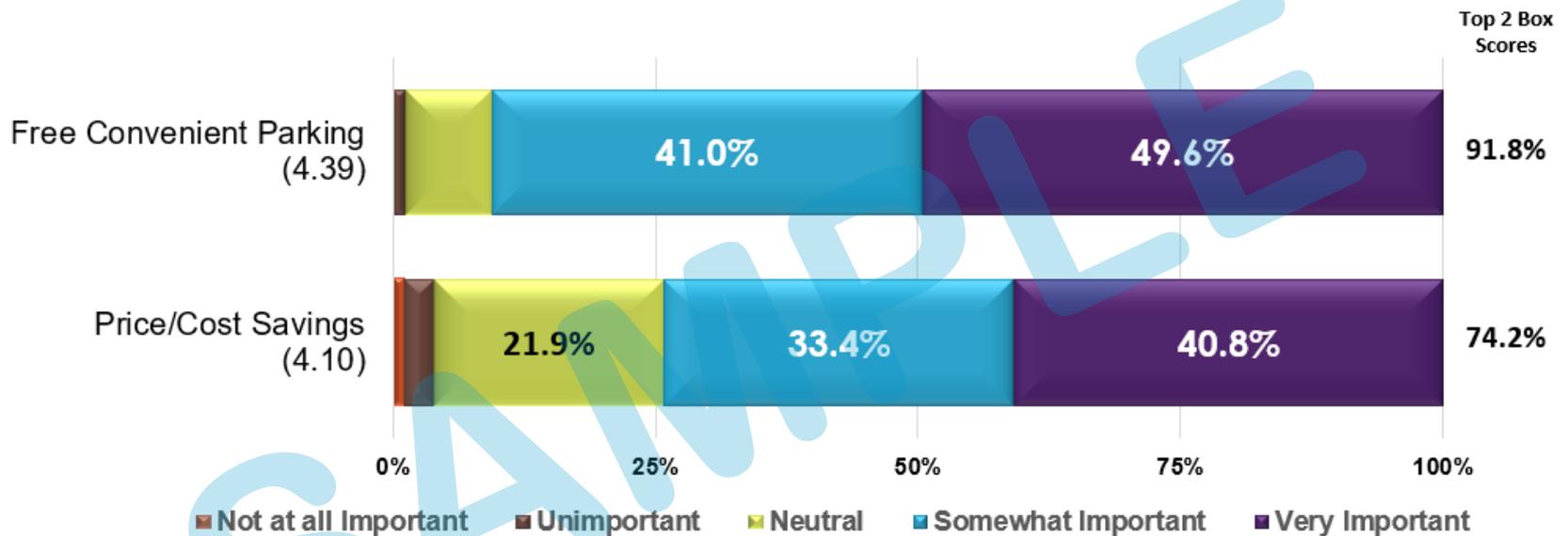


Q: Please rate the level of importance for the following attributes when considering a proposed ferry service.



KEY DRIVERS / BUYING BEHAVIOR

Key Drivers – *Price/Cost Savings* and *Access to Free and Convenient Parking* have the greatest importance and correlation to likelihood to use.



“Value for my dollar” also ranked **#1** nationally when vacationers were asked to rate their agreement using similar 1-5 Likert Scale*

* Expedia Group – 2018 American Trends Report



NUMBER OF WEEKLY TRIPS

Demographic Segment		1 trip	2-3 trips	4-5 trips	5+ trips	Avg. Spend (Annual)
Age	Millennials (n=142)	21.1%	19.3%	45.5%	14.1%	\$1,500
	Gen Xers (n=256)	17.2%	54.3%	18.4%	10.2%	\$400
	Boomers (n=383)	59.6%	30.7%	17.2%	12.5%	\$150
Income	\$50,000 or less (n=79)	19.0%	55.7%	17.7%	7.6%	\$500
	\$50,001 - \$100,000 (n=295)	17.3%	51.2%	17.6%	13.9%	\$620
	More than \$100,000 (n=323)	18.6%	52.9%	16.4%	12.1%	\$630
Commuters	Seattle Commuter (n=219)	11.0%	13.9%	14.6%	60.5%	\$3,200
	Tacoma Commuter (n=381)	8.6%	9.9%	19.4%	62.1%	\$3,800
	Commutes to Des Moines (n=25)	15.0%	38.0%	44.0%	8.0%	\$2,800



KEY DRIVER BY SEGMENT

Key Drivers segmented by **demographic characteristics** may vary, emphasizing the importance of segmented marketing campaigns.

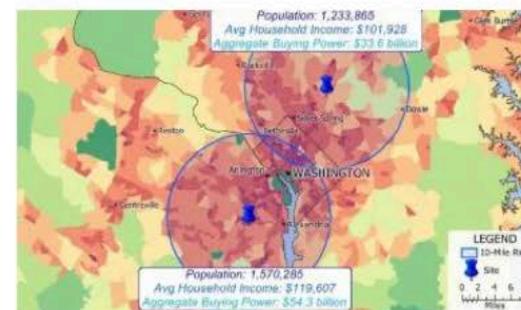
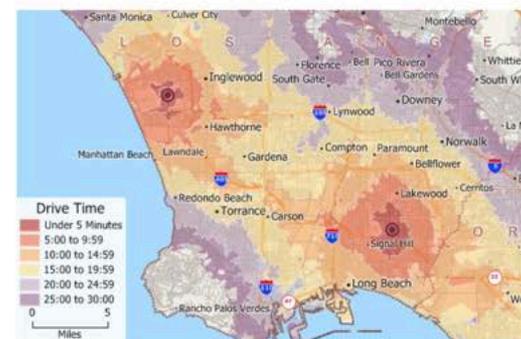
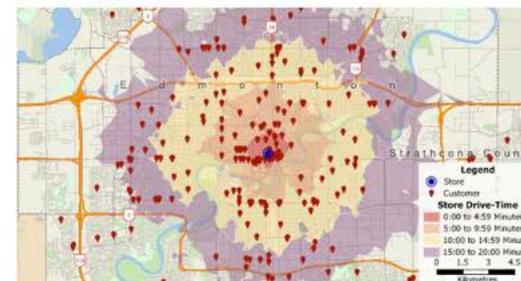
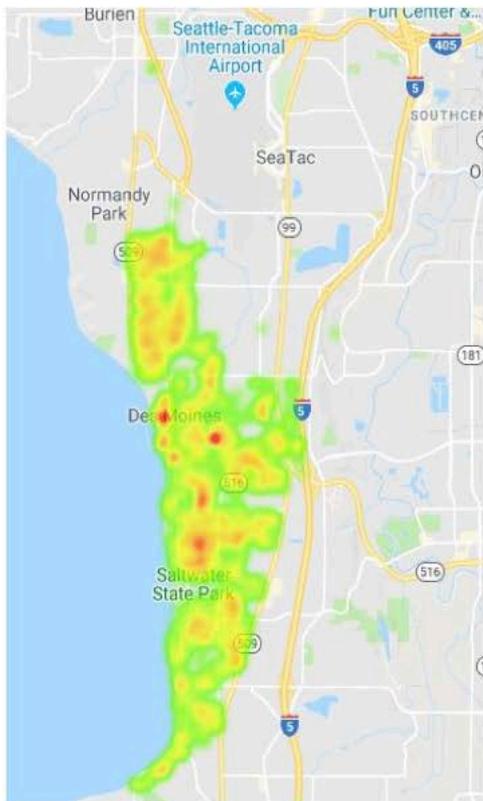
	Group	#1 Key Driver	#2 Key Driver	#3 Key Driver
Age	Millennials (n=142)	Price/Cost/Savings	Free & Convenient Parking	Food & Bev Service
	Gen X'ers (n=256)	Free & Convenient Parking	Price/Cost/Savings	Bicycle Storage
	Boomers (n=383)	Price/Cost/Savings	Free & Convenient Parking	Food & Bev Service
Income	\$50,000 or less (n=79)	Price/Cost/Savings	Season Pass Discount	Free & Convenient Parking
	\$50,001 - \$100,000 (n=295)	Free & Convenient Parking	Food & Bev Service	Price/Cost/Savings
	More than \$100,000 (n=323)	Free & Convenient Parking	Price/Cost/Savings	Wifi Access
Commuter	Seattle (n=219)	Free & Convenient Parking	Price/Cost/Savings	Bicycle Storage
	Tacoma (n=381)	Free & Convenient Parking	Price/Cost/Savings	Food & Bev Service
	To Des Moines (n=25)	Food & Bev Service	Wifi Access	24/7 Schedule



MAPPING

Custom mapping of the regional and respondent data may include:

- Drive time and distance rings (mileage, time/minutes, etc.)
- Commuter spotting w/most common routes
- Traffic reports
- Population density
- Market potential (likelihood to use proposed ferry for transport)
- Real Estate trend analysis and projections
- Household income, and other demographic characteristics





QUESTIONS?



THANK
YOU