



REVISED AGENDA V.2

SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, January 13, 2020
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Council Operations

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, January 13, 2020
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
(a) Proclaiming Dr. Martin Luther King Jr. Day	<u>2a-1</u>	
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Approving Expenses and Payroll as of December 27, 2019 in the Amount of \$5,187,651.76	<u>7a-1</u>	
(b) Authorizing the City Manager to Enter into an Interlocal Agreement with the U.S. Department of Justice for Participation in the Organized Crime Drug Enforcement Task Forces Program	<u>7b-1</u>	
(c) Adopting Resolution No. 450 - Approving Transfer of Telecommunications Franchise from Electric Lightwave, LLC to Zayo Group, LLC	<u>7c-1</u>	
(d) Authorizing the City Manager to Execute a Professional Services Contract with Consolidated Press LLC in an Amount Not to Exceed \$135,000 for Printing and Mailing of the Recreation Guide	<u>7d-1</u>	

8. ACTION ITEMS

- | | | | |
|-----|--|-------------|------|
| (a) | Adopting Ordinance No. 877 – Amending Ordinance No. 829
Limited Tax General Obligation Bond Anticipation Notes | <u>8a-1</u> | 7:20 |
| | <ul style="list-style-type: none">• Staff Presentation• Public Comment• Council Action | | |

9. STUDY ITEMS

- | | | | |
|-----|--|-------------|------|
| (a) | Discussing Ordinance No. 880 - Amending the Shoreline Municipal Code to Modify Any and All Masculine or Feminine Language to Gender-Neutral Nouns and Pronouns | <u>9a-1</u> | 7:40 |
|-----|--|-------------|------|

10. ADJOURNMENT

8:00

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Proclamation Declaring January 20, 2020 as Dr. Martin Luther King Jr. Day in the City of Shoreline		
DEPARTMENT:	Community Services/CCK		
PRESENTED BY:	Sunil Tolton and Jessica Simulcik Smith		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

ISSUE STATEMENT:

On January 20, 2020 the nation celebrates Martin Luther King Jr. Day. Dr. King's message of peace and service and his dream of pursuing a world free from prejudice and injustice lives on and has not been forgotten since his tragic death in 1968.

This proclamation recognizes the impact of Dr. King's contributions on our nation, state, and community, and urges Shoreline citizens to reflect on our common goals and celebrate his life and his ideals of freedom and justice for all.

Students from Shorecrest High School's Black Student Union (BSU) will receive the proclamation.

RECOMMENDATION

Staff recommends that the Mayor read the proclamation and present it to representatives from Shorecrest's BSU.

Approved By: City Manager **JN** City Attorney **MK**



PROCLAMATION

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, Dr. King's teachings continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for all our citizens; and

WHEREAS, the Shorecrest Black Student Union honors Dr. King's work by educating, sharing, and collaborating with all communities to uphold the contributions of people of African descent, thus building understanding and connections for all people;

NOW, THEREFORE, I, _____, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim January 20, 2020 as

MARTIN LUTHER KING JR. DAY

in the City of Shoreline.

, Mayor

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of December 27, 2019
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expenses, material, purchases-advancements."

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$5,187,651.76 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
11/17/19-11/30/19	12/6/2019	88620-88882	16821-16840	77014-77019	\$718,627.66
Prior period void/reissue			16811/16841		\$0.00
12/1/19-12/14/19	12/20/2019	88883-89145	16842-16861	77217-77224	\$927,810.45
					<u>\$1,646,438.11</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
12/24/2019	1155	\$13,088.62
		<u>\$13,088.62</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
12/3/2019	76837	76837	\$20,805.80
12/4/2019	76838	76876	\$924,425.22
12/4/2019	76877	76944	\$780.03
12/5/2019	76945	76955	\$34,364.89

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
12/5/2019	76956	76986	\$48,605.93
12/5/2019	76987	76994	\$1,616.05
12/11/2019	76995	77001	\$16,108.69
12/11/2019	77002	77012	\$64,913.66
12/12/2019	77013	77013	\$2,590.00
12/18/2019	77020	77047	\$403,852.88
12/18/2019	77048	77071	\$144,109.63
12/18/2019	77072	77123	\$1,130,629.84
12/18/2019	77124	77145	\$1,198.39
12/18/2019	77146	77146	\$7,831.32
12/18/2019	77147	77148	\$57,194.39
12/20/2019	77149	77149	\$1,352.02
12/24/2019	77150	77182	\$340,422.08
12/24/2019	77183	77212	\$303,835.43
12/24/2019	77213	77216	\$23,488.78
			<u>\$3,528,125.03</u>

Approved By: City Manager **DT**

City Attorney **MK**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter into an Interlocal Agreement with the U.S. Department of Justice for Participation in the Organized Crime Drug Enforcement Task Forces Program
DEPARTMENT:	Shoreline Police Department
PRESENTED BY:	Shawn Ledford, Chief of Police
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Pursuant to RCW 39.34, the City of Shoreline may enter into an Interlocal Agreement with another governmental agency, including an agency of the federal government. The Organized Crime Drug Enforcement Task Forces (OCDETF) Program is part of the U.S. Department of Justice and provides reimbursement to local agencies for wages and expenses in regards to illegal drug trafficking. The OCDETF is currently making \$15,000 available to the City of Shoreline for 2020.

In October of 2019, the Seattle Drug Enforcement Agency (DEA) briefed the Shoreline Police command staff and the Shoreline Police Special Emphasis Team (SET) on a narcotics investigation they are working that has a nexus to Shoreline. During their investigation it was discovered this is a large scale operation that is operating on a regional and broader level. Shoreline SET has a collaborative relationship with local SET units and the Seattle DEA, who requested Shoreline SET assist with the investigation. The Seattle DEA is the lead agency in this investigation and has requested assistance from Shoreline and other local police agencies. This investigation qualifies and was granted OCDETF Program status by the Federal Government to provide the resources and funding to target the problem. Tonight’s action would authorize the City Manager to enter into the OCDETF Program Agreement (Attachment A) for this case during the fiscal year 2020.

RESOURCE/FINANCIAL IMPACT:

Shoreline SET will assist with the investigation on a limited basis during on duty hours; no other resources or financial impact is anticipated. The Interlocal Agreement allows the City to receive up to \$15,000 in reimbursement for overtime expenditures related to its participation in the OCDETF investigation or strategic initiative. If funds or property are seized as part of this investigation, the City is eligible for a percentage of those assets.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager, or her designee, to enter into the Fiscal Year 2020 Interlocal Agreement with the U.S. Department of Justice for participation in the Organized Crime Drug Enforcement Task Forces program.

Approved By: City Manager **JN** City Attorney **MK**

INTRODUCTION

Pursuant to RCW 39.34, the City of Shoreline may enter into an Interlocal Agreement with another governmental agency, including an agency of the federal government. The Organized Crime Drug Enforcement Task Forces (OCDETF) Program is part of the U.S. Department of Justice and provides reimbursement to local agencies for wages and expenses in regard to illegal drug trafficking. The OCDETF is currently making \$15,000 available to the City of Shoreline for 2020.

BACKGROUND

The OCDETF Program was established in 1982 to mount a comprehensive attack against organized drug traffickers. The OCDETF Program is part of the U.S. Attorney General's drug strategy to reduce the availability of drugs by disrupting and dismantling major drug trafficking organizations and money laundering organizations and related criminal enterprises. The Program operates nationwide and combines the resources and unique expertise of numerous federal agencies and State and local agencies. The OCDETF strategy aims to focus federal drug resources on reducing the flow of illicit drugs and drug proceeds by identifying and targeting the major trafficking organizations, eliminating the financial infrastructure of drug organizations by emphasizing financial investigations and asset forfeiture, redirecting federal drug enforcement resources to align them with existing and emerging drug threats, and conducting expanded, nationwide investigations against all the related parts of the targeted organizations.

DISCUSSION

In October of 2019, the Seattle Drug Enforcement Agency (DEA) briefed the Shoreline Police command staff and the Shoreline Police Special Emphasis Team (SET) on a narcotics investigation they are working that has a nexus to Shoreline. During their investigation it was discovered this is a large-scale operation that is operating on a regional and broader level. Shoreline SET has a collaborative relationship with local SET units and the Seattle DEA, who requested Shoreline SET assist with the investigation.

The DEA is the lead agency in this investigation and have assigned units to work it on a regular basis. This investigation qualifies and was granted OCDETF program status by the Federal Government to provide the resources and funding to target the problem. The Shoreline SET Team focuses primarily on local narcotics, vice and criminal activity within the City. It's typical when a criminal investigation reaches OCDETF status that local resources are dedicated to the investigation full time. Shoreline detectives will not be dedicated to this investigation on a full-time basis; the unit will participate when necessary on duty and on overtime, while continuing to focus on local priorities.

Tonight's action would authorize the City Manager to enter into the OCDETF Program Agreement (Attachment A) for this case during the fiscal year 2020.

RESOURCE/FINANCIAL IMPACT

Shoreline SET will assist with the investigation on a limited basis during on duty hours; no other resources or financial impact is anticipated. The Interlocal Agreement allows the City to receive up to \$15,000 in reimbursement for overtime expenditures related to its participation in the OCDETF investigation or strategic initiative. If funds or property are seized as part of this investigation, the City is eligible for a percentage of those assets.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager, or her designee, to enter into the Fiscal Year 2020 Interlocal Agreement with the U.S. Department of Justice for participation in the Organized Crime Drug Enforcement Task Forces program.

ATTACHMENTS

Attachment A: Fiscal Year 2020 U.S. Department of Justice Organized Crime Drug Enforcement Task Forces Interlocal Agreement

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 961859345
 Federal Tax Identification #: 91-1683888

DC#: W-32-

Amount Requested: <i>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</i> <p style="text-align: center;">\$ 15,000.00</p> Number of Officers Listed: <u>5</u>
--

OCDETF Investigation / Strategic Initiative Number: <u>PA-WAW-0342</u> Operation Name: <u>CAT-5</u>
--

From: <u>October 1, 2019</u> Beginning Date of Agreement To: <u>September 30, 2020</u> Ending Date of Agreement
--

Federal Agency Investigations: Number: <u>RE-19-0057</u>

State or Local Organization Narcotics Supervisor: <u>Sgt. Eric Franklin</u> Telephone Number: <u>(206) 255-7019</u> E-mail Address: <u>eric.franklin@kingcounty.gov</u>
--

State or Local Organization Name: <u>Shoreline Police Department</u> Address to receive OCDETF paperwork (no PO Boxes): <u>ATTN: Sgt. Eric Franklin - Shoreline PD</u> <u>17500 Midvale Av N.</u> <u>Shoreline, WA 98133</u>

Sponsoring Federal Agency(ies): <u>DEA and HSI</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>Jared Pattee</u> Telephone Number: <u>(571) 387-3262</u> E-mail Address: <u>jared.m.pattee@usdoj.gov</u>
--

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Monica Rehnstrom
 Telephone Number: (206) 801-2315
 E-mail Address: mrehnstrom@shorelinewa.gov

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement Initial Funding Form**

FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: PA-WAW-0342

Amount Requested: \$ 15,000.00
This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance Takedown Trial/Court Wire: Approved Pending Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 83.00</u>	<u>180.00</u>	<u>\$ 0.00</u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Estimate is based upon work to be conducted by the Shoreline Police Department, Special Emphasis Team (SET) in support of OCDETF Operation CAT-5. Shoreline PD SET duties will consist of co-case agent, surveillance, take down support, etc.

5 Detectives @ 4/Hr/Day (OT) x 9 Days Surveillance/Month = 180 Hours/Month @ \$83/Hr. = \$14,940

*An additional \$600 is requested for Sgt/Detective OT to include Co-Case Agent T-III room support, etc.

**Based upon the needs of the investigation, the above funds may be reallocated between the Detectives and the Sgts. listed in this agreement.

***Upon completing the first 30 days of the T-III, if additional funds are needed, a justified modification request will be submitted for consideration.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Organization: Shoreline Police Department

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0342

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Matthew Jeffery	Detective	12/26/82
2.	Eric Franklin	Detective Sgt.	4/22/74
3.	Jonathan (Reed) Jones	Detective	4/29/80
4.	Richard Cooper	Detective	12/14/58
5.	Michael Broderick	Detective	10/4/65
6.			
7.			
8.			
9.			
10.			

DEFINITION OF “FULL-TIME PARTICIPATION”

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE “FULL-TIME PARTICIPATION RULE”

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged:

<i>Authorized State or Local Official</i>	<i>Title</i>	<i>Date</i>
(Name and Signature)		

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime (“Agreement”) is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group (“RCG”). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: _____

Address: _____

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements *must* be attached to every Agreement for each OCDETF investigation.
5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
6. OCDETF State and Local *Overtime* funds are *not* to be used for:
- a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
7. All overtime reimbursement requests must be submitted to the RCG within *thirty (30) days of the close of the month in which the overtime was worked.*
8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **\$ 18,649.00** from any Federal source this fiscal year.

Acknowledged:

Authorized State or Local Official	Title	Date
(Name and Signature)		

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Resolution No. 450 - Approving Transfer of a Telecommunications Franchise from Electric Lightwave, LLC to Zayo Group, LLC
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On March 1, 2017, Electric Lightwave, LLC (ELI) entered into a purchase agreement with Zayo Group, LLC (Zayo). As a result, Zayo became successor-in-interest to the assets of ELI. In order for Zayo to operate, maintain, repair and further construct the telecommunications system established by ELI in the City of Shoreline, the City Council must approve the request to transfer the franchise agreement to Zayo from ELI. Proposed Resolution No. 450 approves this transfer and assigns the Franchise Agreement from ELI to Zayo; confirms Zayo's acceptance of all the rights and responsibilities established by the terms and conditions of the franchise; and confirms that the terms and conditions of the existing agreement continue in full force and effect. Tonight, Council is scheduled to adopt proposed Resolution No. 450.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact to the City of Shoreline. Under state law, the City is precluded from imposing franchise fees, other than costs of administration, upon telecommunication companies and service providers, as defined in RCW 35.99.010, for use of the right-of-way. Alternatively, the City would potentially be able to collect utility taxes based on gross revenue generated in Shoreline but not until Zayo collects gross revenues from retail customers. However, given that there are no end-users of Zayo's system in Shoreline, the City cannot collect any utility taxes from Zayo's subscribers. If Zayo provides services to subscribers within the City in the future, Zayo shall become subject to the City's utility tax as set forth in Shoreline Municipal Code Chapter 3.32.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 450 which would grant a transfer of control of the telecommunications franchise granted to Electric Lightwave, LLC to Zayo Group, LLC.

Approved By: City Manager **JN** City Attorney **MK**

BACKGROUND

Fiber optic telecommunications firms which use the City's rights-of-way for maintenance of their fiber telecommunications systems are required to have a non-exclusive franchise with the City. Shoreline Municipal Code (SMC) section 12.25.030 states that "it shall be unlawful to construct, install, maintain or operate any facility in, on, above, or below the public right-of-way without a valid franchise agreement obtained pursuant to the provision of this chapter."

On July 10, 2006, the City Council adopted Ordinance No. 432, granting a non-exclusive telecommunications franchise to Electric Lightwave, LLC (ELI). The staff report from this Council meeting can be viewed at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2006/staffreport071006-7d.pdf>.

On November 13, 2006, the City Council amended the ELI franchise with Ordinance No. 450. The staff report from this Council meeting can be viewed at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2006/staffreport111306-7d.pdf>.

On March 1, 2017, ELI merged with Zayo and became successor-in-interest to the assets of ELI. As such, the City's franchise with ELI should be transferred to Zayo. The franchise for the telecommunications system to be transferred to Zayo has no end-user customers in Shoreline, as their fiber cable runs the length of Aurora Avenue N., underground, as a "pass through." Zayo confirms that it provides no voice, cable, video, residential or end user service.

DISCUSSION

Because Zayo holds an existing franchise with the City, is seeking the transfer an existing franchise, and is not an applicant for a new franchise, a number of requirements in the City's Municipal Code do not apply. However, staff reviewed much of the same information required of a new franchisee in order to determine Zayo's ability to operate, maintain, repair, and further construct the telecommunications system in Shoreline. Staff's analysis of these qualification is as follows:

Financial

- Zayo meets the financial qualifications necessary to carry out the franchise:
 - Zayo will be owned by Zayo Group Holdings, Inc.
 - Zayo has completed and integrated 45 acquisitions as of June 30, 2019.
 - Zayo has never filed for relief under any provision of the bankruptcy laws of the United States, have had an involuntary petition against them pursuant to the Bankruptcy Code, been the subject of any state law insolvency proceeding such as a transfer for the benefit of creditors, have had a franchise agreement revoked, have been found guilty by any federal, state, or municipal court or administrative agency in the United

- States, of a) violation of a security, or antitrust law; or b) felony or any other crime involving moral turpitude.
- A report of independent auditors of the company's financial statements found no issues.

Technical

- Zayo meets the technical qualifications necessary to assume control of the franchise:
 - Zayo has an experienced management team with substantial industry experience in managing and designing fiber network and network-neutral colocation and interconnection facilities
 - The management team has significant experience acquiring and integrating bandwidth infrastructure and assets.

Legal

- Zayo meets the legal qualifications necessary to assume control of the franchise:
 - The current ELI franchise will remain intact and no portions of the document will be amended. Zayo will be held to and comply with all the legal obligations currently mandated of ELI.
 - Zayo will conduct business in accordance with all applicable laws, rules, and regulations, and currently holds all the licenses, certificates and/or other regulatory authorizations required.

Granting of Franchise Transfer

Proposed Resolution No. 450 would approve this transfer and assign the Franchise Agreement from ELI to Zayo; confirm Zayo's acceptance of all the rights and responsibilities established by the terms and conditions of the franchise; and confirm that the terms and conditions of the existing agreement continue in full force and effect.

RESOURCE/FINANCIAL IMPACT

There is no financial impact to the City of Shoreline. Under state law, the City is precluded from imposing franchise fees, other than costs of administration, upon telecommunication companies and service providers, as defined in RCW 35.99.010, for use of the right-of-way. Alternatively, the City would potentially be able to collect utility taxes based on gross revenue generated in Shoreline but not until Zayo collects gross revenues from retail customers. However, given that there are no end-users of Zayo's system in Shoreline, the City cannot collect any utility taxes from Zayo's subscribers. If Zayo provides services to subscribers within the City in the future, Zayo shall become subject to the City's utility tax as set forth in Shoreline Municipal Code Chapter 3.32.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 450 which would grant a transfer of control of the telecommunications franchise granted to Electric Lightwave, LLC to Zayo Group, LLC.

ATTACHMENT

Attachment A: Resolution No. 450, Transferring Control of the Telecommunications Franchise Granted to Electric Lightwave, LLC to Zayo Group, LLC.

RESOLUTION NO. 450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, CONSENTING TO THE TRANSFER OF CONTROL OF THE TELECOMMUNICATIONS FRANCHISE GRANTED IN ORDINANCE NO. 432.

WHEREAS, on July 10, 2006, the City Council adopted Ordinance No. 432, granting a 10-year Franchise with two (2) successive five-year renewals to Electric Lightwave, LLC (“ELI”), with the Franchise effective until July 24, 2026; and

WHEREAS, on September 14, 2009, the City Council adopted Ordinance No. 450 amending the terms of Ordinance No. 432; and

WHEREAS, on March 1, 2017, Zayo Group, LLC (“Zayo”) entered into a Purchase Agreement with ELI by which Zayo acquired one hundred percent of the ownership interest of ELI and, pursuant to the Purchase Agreement, the ultimate control and performance of the Franchise is to transfer to Zayo; and

WHEREAS, pursuant to Section 31 of the ELI Franchise, ELI has requested written consent by the City for the transfer of control; and

WHEREAS, the City Council considered the transfer and all applicable and relevant factors, and deems it to be in furtherance of the public interest and welfare of its citizens to consent to the transfer request, subject to appropriate conditions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

Section 1. Consent Approved. The City of Shoreline, as the franchise authority, consents to the transfer of control from Electric Lightwave, LLC to Zayo Group, LLC as set forth above. Upon the effective date of this Resolution, Zayo Group, LLC shall be responsible for and comply with all of the terms and conditions of the Franchise granted by Ordinance No. 432, as amended by Ordinance No. 450.

Section 2. Franchise in Full Force and Effect. The City of Shoreline confirms the Franchise granted by Ordinance No. 432, as amended by Ordinance No 450, is in full force and effect and expires on November 24, 2026.

Section 3. Effective Date of Consent and Notice. This Resolution shall be deemed effective upon adoption.

Section 4. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

Section 5. Effective Date of Resolution. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON JANUARY 13, 2020.

Mayor

ATTEST:

Jessica Simulcik Smith
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Professional Services Contract with Consolidated Press LLC in an Amount Not to Exceed \$135,000 for Printing and Mailing of the Recreation Guide
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Mary Reidy, Recreation Superintendent
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City typically publishes the Recreation Guide three times a year in advance of winter, spring/summer and fall recreation programming. City staff produces the content for the Guide and provides the graphic layout. The City contracts with a professional printing company for printing and mailing services.

The Parks Department current contract with Consolidated Press LLC concluded at the end of 2019. A competitive bid process was completed in September 2019 as per the City’s purchasing policy. The Parks Department initiated a Request for Proposal (RFP #9436) process to secure mailing and printing services for three (3) issues of the Recreation Guide for five years (2020-2024). Following a review of bids, staff is requesting that the City Council authorize the City Manager to execute a professional services contract with Consolidated Press LLC for printing of the Recreation Guide in an amount not to exceed \$27,000 annually, for a total contract amount of \$135,000 for the five years.

RESOURCE/FINANCIAL IMPACT:

The contract’s scope of work includes compensation for services for both printing and mail preparation for the Recreation Guides. The total estimated cost of the contract to print three (3) guides per year is not to exceed \$27,000, which falls within the current annual Recreation Guide printing/mail preparation budget. This contract is not to exceed a total of five (5) consecutive years, unless terminated sooner by the City.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into a contract with Consolidated Press LLC in an amount not to exceed \$135,000 for printing and mailing services related to the Recreation Guide beginning January 2020 through December 2024.

Approved By: City Manager **JN** City Attorney **MK**

BACKGROUND

The Parks, Recreation and Cultural Services Department produces three Recreation Guides every year in the winter, spring/summer and fall. The Recreation Guide is the primary marketing tool used by the City of Shoreline to advertise Parks and Recreation programs, special events, and community partner-sponsored opportunities. Currently, the Recreation Guide is mailed to all Shoreline households three times per year, with additional copies available at local libraries, community spaces and City-owned facilities. City staff produces the content for the Guide and provides the graphic layout. The City contracts with a professional printing company for printing and mailing services.

DISCUSSION

As the City's purchasing ordinance requires that services go out to bid once the cumulative cost of service provided by a contracted vendor exceeds \$50,000, a Request for Proposal (RFP) was issued on August 5, 2019 (RFP # 9436) to secure mailing and printing services for three (3) issues of the Recreation Guide for five years (2020-2024). In response to this RFP staff received one proposal from the City's current vendor, Consolidated Press LLC.

Proposals in response to the RFP were evaluated using the following criteria:

- Customer Service/Deadlines
- Quality of Work Examples
- Expertise/References
- Cost

Based on the RFP criteria, reference checks, and cost analysis, staff recommends the selection of Consolidated Press LLC of Seattle, WA. The total contract cost for Consolidated Press will cover the mailing and printing of four-color, 8.25" x 10.625", saddle stitched, and trimmed Recreation Guides. Staff is requesting that the City Council authorize the City Manager to execute a professional services contract with Consolidated Press LLC for this scope of work (Attachment A) in an amount not to exceed \$27,000 annually, for a total contract amount of \$135,000 for the five years.

RESOURCE/FINANCIAL IMPACT

The contract's scope of work includes compensation for services for both printing and mail preparation for the Recreation Guides. The total estimated cost of the contract to print three (3) guides per year is not to exceed \$27,000, which falls within the current annual Recreation Guide printing/mail preparation budget. This contract is not to exceed a total of five (5) consecutive years, unless terminated sooner by the City.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into a contract with Consolidated Press LLC in an amount not to exceed \$135,000 for

printing and mailing services related to the Recreation Guide beginning January 2020 through December 2024.

ATTACHMENTS

Attachment A – Scope of Work for Consolidated Press LLC

**EXHIBIT A
SCOPE OF WORK
Consolidated Press LLC Contract #9436**

Scope of Work

Consolidated Press LLC will publish, distribute and mail the PRCS Shoreline Recreation Guide three (3) times per year, or as otherwise requested, following the specifications and below. The contract amount will not exceed \$27,000 per year for a total of five (5) years, contingent upon the appropriation of funds by the Shoreline City Council.

Specifications

Description	Recreation Guide
Final Size	8 1/4 x 10 5/8
Paper	38.0 lb Norbrite LW Opaque w/ 10% Rec FSC MIX – ADVANCE ORDER REQUIRED
Ink	4 Color Process all pages – bleed
Provided	File - PDF of plate ready files
Prepress	Preflight PDF ready files, Computer time, Content and Color Proof, Qualifies for FSC Logo
Press	Heatset Web Press
Finishing	Saddle Stitch, bundle 5,000 client copies, skid and hold balance for mailing services
Shipping	5,000 deliver to City of Shoreline

Pricing

Print Packages 5% Post-Consumer (FSC)	20K	30K	Price per addn'l Ms +/-
Fall and Winter: 32 pages: self-cover 38/80 stock EB black 4C all pages	\$4,364.84		\$101.48
		\$5,193.78	\$95.29
Spring/Summer: 56 pages; self-cover 38/80 stock EB black 4C all pages	\$7,848.49		\$184.34
		\$9,288.83	\$170.92

Additional 8 pages Fall and Winter	\$1,580.55		\$44.37
		\$1,859.39	\$38.87
Additional 8 pages Spring/Summer	\$28.53		\$6.97
		\$173.68	\$9.47

Mailing Prep Simplified - Bundle & Apply topsheets, USPS Documentation, Deliver to Seattle PO

Quantity	Prices	Per Addl M
20,000	\$408.68	\$16.21

Mailing Prep Upload files – inkjet mailing, presort, Inkjet, USPS Documentation, Deliver to Seattle PO

Quantity	Prices	Per Addl M
2,000	\$313.99	\$75.12
7,406	\$598.50	\$57.50

Additional Mailing Items if applicable

Purchase Resident List – Up to 2,500 = \$125.00

NCOA (USPS requires every 96 days to all mailing lists)- \$25.00 set up + \$3.15 per 1,000

Merge & DeDupe- \$25.00 set up +\$5.15 per 1,000

Hone off and/or black plate change only - \$75.00 per
 (Required for removal of ECRWSS information on simplified mailing panel for Inkjet addressing)
 X2 if removal of indicia/permit on non-mailing copies required.

Alternations/Changes to Proofs - \$20.00 per page for text + \$35 per page for color changes (Includes system time for simple text changes or new files provided)

Prices shall remain firm for at least twelve (12) months after contract award. Thereafter, prices may be changed as follows:

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to the City, retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, Consolidated Press may request a price change not to exceed the exact amount of the manufacturer's price increase. This request shall be made in writing and include adequate documentation and/or a copy of the manufacturer's price change notice. Consolidated Press shall provide the City sixty (60) days written notice of such change. The City reserves the right to cancel the contract if the price increase is not approved.

If approved, any price increase shall take effect as stated and remain in effect for the subsequent contract period.

Subcontracting

Consolidated Press shall not subcontract any duties under this contract without the City's prior written consent.

Turn-Around Times

Client's file delivery to hard copy colored proof: 2-3 working days.

Hard copy colored proof to/from client location: ½ to 1 working day.

Hard copy colored proof approval to Post Office and client site delivery: 10 business days.

Pickup and Delivery Schedule

Consolidated Press must provide pickup and delivery service to the City of Shoreline for the three (3) publications per year. The main delivery location of the printed material is the Spartan Recreation Center, 202 NE 185th St, Shoreline, WA. Coordination of digital materials will be with Shoreline City Hall, 17500 Midvale Ave N, Shoreline WA. Delivery to USPS Seattle Bulk Mailing entry for mailing.

Original Documents, Artwork, Digital Graphic Files

The City may provide original documents, artwork and/or digital files (further referenced as originals) to Consolidated Press. All originals, whether provided by City or generated by Consolidated Press, are the property of the City and must be returned at time of delivery of the final product.

Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Consolidated Press and/or its consultants or subcontractors, in connection with the performance of services shall be the sole and absolute property of the City.

Proof Approval

Consolidated Press shall provide a hard copy assembled proof in color to the City project manager for final approval. Failure to provide a proof to the City in advance of publication shall make Consolidated Press fully responsible for all errors, corrections, and damages.

Quality Specifications

Document quality is to meet highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the City of Shoreline.

To the extent that any required corrections are the fault of Consolidated Press, then Consolidated Press shall bear the costs of the corrections and shall reprint and/or redistribute the Recreation Guide. Such corrections that are considered the exclusive responsibility of the Consolidated Press include, but are not necessarily limited to, improper paper size that does not comply to the specifications herein, incomplete or smudged printing on the pages, color overlay that does not properly align to two-color print, and other similar defects in production. Should the production completely fail, the City retains the right to terminate the publication immediately and the City shall not be held responsible for the payment of the failed production and may require Consolidated Press to pay for damages including reproduction at an alternative location as a result of the failure to meet the printing obligation.

Sustainable Products

The City is committed to environmental matters and has an interest in measures used by service and product providers to ensure minimal adverse impact on the environment. The City seeks to maximize the purchase of products using recycled materials and products suitable for recycling, without unreasonable increase to price nor degradation of quality. Consolidated Press will be required to discuss and offer assistance in determining methods and products that will help the City succeed in this effort throughout the duration of this contract. These will include but not limited to recycled paper and vegetable-based ink.

Additional Specifications

Work shall be delivered complete within the number of working days agreed upon by both the City and Consolidated Press for each issue's production schedule. The City will provide a production schedule for review and agreement no less than eight (8) weeks in advance of the publication date.

The number of working days may vary depending on the issue size. No work may proceed without City authority to proceed for each printing project. If the work is not delivered complete within the agreed upon time, Consolidated Press agrees to pay the City as liquidated damages the sum of \$250.00 per day for each day the project remains uncompleted.

Modifications

Either party may request changes in the contract. Any and all agreed modification shall be in writing, signed by each of the parties.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 877 – Amending Ordinance No. 829 Limited Tax General Obligation Bond Anticipation Notes
DEPARTMENT:	Administrative Services Department
PRESENTED BY:	Sara Lane, Administrative Services Director
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On August 6, 2018, the City Council approved Ordinance No. 829 authorizing the issuance of Limited Tax General Obligation (LTGO) Bond Anticipation Notes (BAN) to support property acquisition for the Parks Recreation and Open Space (PROS) plan, including the Shoreline Aquatics, Recreation and Community Center (ShARCC). Ordinance No. 829 delegated authority to issue the debt at any time during the authorization period, which was limited to one year. On June 17, 2019, Council approved Ordinance No. 864 extending the delegation period to February 1, 2020. The BAN was intended to provide short-term financing that would be retired by the issuance of Unlimited Tax General Obligation Debt assuming the passage of Proposition 1 by Shoreline voters.

Although Proposition 1 did not receive the necessary 60% approval vote required to pass an Excess Property Tax Levy to repay the debt service, on January 6, 2020 Council affirmed its commitment to moving forward with the acquisition of property for a future Community and Aquatics Center. At this time, the City’s Financial Advisor believes that the City will not be able to issue BAN by February 1, 2020, thereby necessitating an additional extension of the authorization to issue BAN and will involve the use of a very short-term interfund loan to complete the purchase of the property no later than of January 30,2020.

Tonight, staff are requesting that Council waive Council rule 3.5.B, requiring a second reading of proposed Ordinance No. 877, in order to both discuss and adopt proposed Ordinance No. 877, which would extend the authorization to issue Bond Anticipation Notes to December 31,2020. Additionally, as per Council Rule of Procedure 6.1.B, as this item is an Action Item before the Council for the first time and is not part of tonight’s consent agenda, public comment for this item will follow the staff report but precede Council review and potential adoption of proposed Ordinance No. 877.

RESOURCE/FINANCIAL IMPACT:

The Property Acquisition costs are approximately \$17,500,000. The BAN will likely be interest only but may allow for some flexible pre-payment of principal. Ordinance No. 829 limits the True Interest Cost to no more than 3.25%. However, in the current

competitive market, our Financial Advisor estimates that the taxable interest rate on a 3-year BAN will be around 2%. Therefore, interest on the 3-year BAN is estimated at \$350,000 per year. The debt service payments on the BAN are expected to be fully offset by income from investment properties acquired with the property. Any income from investment properties in excess of interest and operation costs that are not able to be applied to early principal payments will be invested and reserved to reduce the final principal payment at the end of 3 years. The revenue from the investment properties are included in the 2019-2020 biennial budget within the General Capital Fund with a transfer to a debt service fund setup to make the interest, and if needed principal, payments on the BAN. The 2019-2020 biennial budget within the debt service fund includes appropriations to pay the costs to issue the BAN.

RECOMMENDATION

Staff recommends that Council discuss proposed Ordinance No. 877, waive Council Rule of Procedure 3.5.B and adopt proposed Ordinance No. 877.

Approved By: City Manager ***DT*** City Attorney ***MK***

BACKGROUND

On August 6, 2018, the City Council approved [Ordinance No. 829](#) authorizing the issuance of Limited Tax General Obligation (LTGO) Bond Anticipation Notes (BANs) to support property acquisition for the Parks Recreation and Open Space (PROS) plan, including the Shoreline Aquatics, Recreation and Community Center (ShARCC). Ordinance No.829 authorized issuance of up to \$25 million in BAN. The ordinance included a delegated authority that allowed up to one year from the effective date of the ordinance to issue the debt. Because the acquisition of property for the ShARCC was delayed while alternative sites were evaluated, Council authorized extension of the delegation period to February 1 2020 by adoption of [Ordinance No. 864](#) on June 17, 2019. Council discussed and provided direction about the preferred location for a future ShARCC at its meeting on May 20, 2019. On January 6, 2020 Council confirmed its intent to complete acquisition of the property of the preferred location.

DISCUSSION

Staff have been actively negotiating the purchase of the property identified as the preferred location for a future ShARCC. Staff have executed a purchase and sale agreement for the property and are scheduled to close on the property purchase on January 30, 2020.

While the City has the authority to issue the short-term BAN to support the acquisition that authority expires on February 1, 2020. Due to delays in our process following the outcome of the November election we do not anticipate being able to complete the sales of BAN before the required closing date on the purchase and sale agreement or the February 1, 2020 deadline for the BAN.

To complete the purchase on the current timeline, staff recommends authorizing a short term interfund loan and approving proposed Ordinance No. 877 extending the authorization for the BAN to allow time to complete the financing. Staff will prepare a resolution to authorize the short-term interfund loan for the January 27, 2020 City Council meeting.

Interfund Loan

The City has adequate cash available in pooled cash to meet planned cash flow needs and complete the property purchase on schedule. Because the cash available belongs to funds other than the General Capital fund it will require Council to authorize a short term interfund loan for this purpose. We anticipate the short-term loan to be no more than 2 weeks in duration. As noted above, staff will be returning to Council with a resolution authorizing the interfund loan on the January 27, 2020 Council agenda.

Second Amendments to Ordinance No. 829 to Extend the BAN Authorization Period

Proposed Ordinance No. 877 proposes the extension of the authorization period until December 31, 2020. While staff currently anticipate completing the BAN issuance by mid-February, this extension date provides flexibility should the City be able to negotiate different timing for property closure with the property owner.

Amendments to Proposed Ordinance No. 877: Section 10. Sale of Bonds

- Adds language to provide authority to determine if the BAN's should be sold as Taxable or Tax Exempt. This is required to allow issuance of Taxable BANS if required by Bond Counsel given the extended timeline of the Aquatic, Recreation and Community Center project.
- Extends authorization to sell the BANs to December 31, 2020.

Repayment/Retirement of BAN

With the proposed three-year BAN, staff anticipates that the net operating income from the property will cover all the debt service each year, with surplus that would be used to pay down principal early if allowed by the BAN or invested to earn interest and used to reduce principal when the BAN mature in three years. Current interest earnings are comparable to the anticipated interest rate on the BAN. The revenue from the investment properties are included in the 2019-2020 biennial budget within the General Capital Fund with a transfer to a debt service fund setup to make the interest, and if needed principal, payments on the BAN.

If the City moves forward with another measure to fund construction of a ShARCC within the three years, the cost of property acquisition would be included in the cost, and the BAN would be repaid by the long-term bonds. If the City does not move forward within three years, the City can reduce the principal of the BAN by the amount of the reserved surplus and issue another note to repay the balance pending a future determination of course of action.

Bond Issuance Costs

Bond issuance costs may include an underwriter fee, Bond Counsel, Bond Rating, and Financial Advisor services. The total costs to issue the BAN are estimated at \$125,000 and will be rolled into the debt issue. The Bond Ordinance authorizes the City to pay all costs associated with the issuance of debt. The 2019-2020 biennial budget within the debt service fund includes appropriations to pay the costs to issue the BAN.

Other Options Considered

Staff had considered recommending the issuance of 30-year LTGO debt to take advantage and lock in on the current low interest rates for a longer term. After further consultation with Bond Council, staff learned that because of the failure of Shoreline Proposition No. 1, without a clear plan for the construction of a new ShARCC, any debt issued on the property purchase would need to be issued as Taxable instead of Tax Exempt. While the current short-term rates for taxable debt are very competitive, the longer-term rates are not, reducing the economic benefit of that option.

Tonight's Council Action

Tonight, staff are requesting that Council waive Council rule 3.5.B, requiring a second reading of proposed Ordinance No. 877, in order to both discuss and adopt proposed Ordinance No. 877, which would extend the authorization to issue BAN to December 31, 2020. Additionally, as per Council Rule of Procedure 6.1.B, as this item is an Action Item before the Council for the first time and is not part of tonight's consent agenda, public comment for this item will follow the staff report but precede Council review and potential adoption of proposed Ordinance No. 877.

RESOURCE/FINANCIAL IMPACT

The Property Acquisition costs are approximately \$17,500,000. The BAN will likely be interest only but may allow for some flexible pre-payment of principal. Ordinance No. 829 limits the True Interest Cost to no more than 3.25%. However, in the current competitive market, our Financial Advisor estimates that the taxable interest rate on a 3-year BAN will be around 2%. Therefore, interest on the three-year BAN is estimated at \$350,000 per year. The debt service payments on the BAN are expected to be fully offset by income from investment properties acquired with the property. Any income from investment properties in excess of interest and operation costs that are not able to be applied to early principal payments will be invested and reserved to reduce the final principal payment at the end of 3 years. The revenue from the investment properties are included in the 2019-2020 biennial budget within the General Capital Fund with a transfer to a debt service fund setup to make the interest, and if needed principal, payments on the BAN. The 2019-2020 biennial budget within the debt service fund includes appropriations to pay the costs to issue the BAN.

RECOMMENDATION

Staff recommends that Council discuss proposed Ordinance No. 877, waive Council Rule of Procedure 3.5.B and adopt proposed Ordinance No. 877.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 877

ORDINANCE NO. 877

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING ORDINANCE NO. 829, AS AMENDED BY ORDINANCE NO. 864, RELATING TO THE ISSUANCE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000 TO PROVIDE INTERIM FINANCING FOR A PORTION OF THE COSTS OF THE CITY'S PARKS, RECREATION AND OPEN SPACE PLAN AND COSTS OF ISSUING THE NOTES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on July 31, 2017, the City Council adopted the 2017-2023 Parks, Recreation & Open Space Plan (the "PROS Plan"); and

WHEREAS, on August 6, 2018, the City Council adopted Ordinance No. 829 authorizing the issuance and sale of one or more series of short-term obligations in the form of limited tax general obligation bond anticipation notes in the aggregate principal amount of not to exceed \$25,000,000 (the "Notes") for the purpose of financing the acquisition of property for park and recreational purposes and the payment of other capital expenditures described in the PROS Plan; and

WHEREAS, on June 17, 2019, the City Council adopted Ordinance No. 864 to extend the time period for the issuance of the Notes set forth in Ordinance No. 829; and

WHEREAS, the sale and issuance of the Notes is contingent on satisfaction of certain parameters relating to maximum interest rates, final maturity dates, redemption terms and principal maturities as set forth in Ordinance No. 829, as amended by Ordinance No. 864; and

WHEREAS, the City Council now desires to amend Ordinance No. 829, as amended by Ordinance No. 864, to further extend the time period for the issuance of the Notes, to allow for the issuance of Notes on a taxable basis, and other matters related thereto, as provided herein;

THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section 1. Definitions. Except as otherwise provided herein, definitions used in this ordinance shall have the meanings set forth in Ordinance No. 829, as amended by Ordinance No. 864.

Section 2. Amendment to Section 2 of Ordinance No. 864, Amending Section 10 of Ordinance No. 829 (Sale of Notes). Section 10 (Sale of Notes) of Ordinance No.

829 and Section 2 of Ordinance No. 864 (which amended Section 10 (Sale of Notes) of Ordinance No. 829) are hereby amended to read as follows (deletions are ~~stricken~~, additions are double underlined):

Section 10. Sale of Notes.

(a) *Note Sale.* The Council has determined that it would be in the best interest of the City to delegate to the Designated Representative for a limited time the authority to determine the method of sale for the Notes in one or more series, to determine whether the Notes, or any series of Notes, are to be issued as tax-exempt obligations or as taxable obligations, and to approve the final interest rates, maturity dates, redemption terms and principal maturities for each series of Notes. Notes may be issued pursuant to this ordinance at one time or from time to time as provided herein. The Designated Representative is hereby authorized to approve the issuance, from time to time, of one or more series of Notes and to determine whether the Notes of such series shall be sold in a private placement to a Direct Purchaser or to an Underwriter through a competitive public sale or a negotiated sale, as set forth below.

(b) *Direct Purchase.* If the Designated Representative determines that the Notes of a series are to be sold by private placement, the Designated Representative shall solicit proposals to purchase the Direct Purchase Notes and to select the Direct Purchaser that submits the proposal that is in the best interest of the City. Direct Purchase Notes shall be sold to the Direct Purchaser pursuant to the terms of a Loan Agreement.

(c) *Negotiated Note Sale.* If the Designated Representative determines that the Notes of a series are to be sold by negotiated public sale, the Designated Representative shall solicit underwriting proposals and shall select the Underwriter whose proposal the Designated Representative believes is in the best interest of the City. Such Notes shall be sold to the Underwriter pursuant to the terms of a Note Purchase Contract.

(d) *Competitive Sale.* If the Designated Representative determines that the Notes of a series are to be sold at a competitive public sale, the Designated Representative shall: (1) establish the date of the public sale; (2) establish the criteria by which the successful bidder will be determined; (3) request that a good faith deposit in an amount not less than one percent of the principal amount of the offering accompany each bid; (4) cause notice of the public sale to be given; and (5) provide for such other matters pertaining to the public sale as he or she deems necessary or desirable. The Designated Representative shall cause the notice of sale to be given and provide for such other matters pertaining to the public sale as he or she deems necessary or desirable. Such Notes shall be sold to the Underwriter pursuant to the terms of a Certificate of Award.

(e) *Sale Parameters.* The Designated Representative is hereby authorized approve the method of sale and the final interest rates, aggregate principal amount, principal maturities, and redemption rights for each series of Notes in the manner provided hereafter so long as:

(1) the aggregate principal amount (face amount) of all Notes issued pursuant to this ordinance does not exceed \$25,000,000;

(2) the final maturity date for each series of Notes is no later than 36 months from date of issuance of such series;

(3) the true interest cost for each series of Notes does not exceed 3.25%;

(4) the Notes of each series are sold (in the aggregate) at a price not less than 98%; and

(5) the coupon rate for each maturity of the Notes of each series does not exceed 5.00%.

Subject to the terms and conditions set forth in this section, the Designated Representative is hereby authorized to execute the applicable Sale Document for a series of Notes. Following the execution of the applicable Sale Document, the Designated Representative shall provide a report to the Council describing the final terms of the Notes approved pursuant to the authority delegated in this section.

The authority granted to the Designated Representative by this Section 10 shall expire on ~~December 31, 2020. February 1, 2020. one year after the effective date of this ordinance.~~ If a Sale Document for the Notes of a series has not been executed by such date, the authorization for the issuance of such series of Notes shall be rescinded, and such Notes shall not be issued nor their sale approved unless such Notes shall have been re-authorized by ordinance of the Council.

(f) *Delivery of Notes; Documentation.* The proper officials of the City, including the Administrative Services Director and the Designated Representative, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Notes to the purchaser thereof and further to execute all closing certificates and documents required to effect the closing and delivery of the Notes in accordance with the terms of the applicable Sale Document. Such documents may include, but are not limited to, documents related to a municipal Note insurance policy delivered by an insurer to insure the payment when due of the principal of and interest on all or a portion of the Notes as provided therein, if such insurance is determined by the Designated Representative to be in the best interest of the City.

(g) *Preliminary and Final Official Statements.* The Administrative Services Director and the City Manager are each hereby authorized to deem final the preliminary Official Statement(s) relating to any Underwritten Notes for the purposes of the Rule. The Administrative Services Director and the City Manager are each further authorized to approve for purposes of the Rule, on behalf of the City, the final Official Statement(s) relating to the issuance and sale of any Underwritten Notes and the distribution of the final Official Statement pursuant thereto with such changes, if any, as may be deemed to be appropriate.

Section 3. Limitation as to Effect of Section 8 of Ordinance No. 829 (Tax Covenants). Section 8 of Ordinance No. 829 shall apply only to Notes that are issued as tax-exempt obligations, and shall have no application to Notes issued as taxable obligations.

Section 4. Ratification. Except as hereby amended, the remaining terms and conditions of Ordinance No. 829, as amended by Ordinance No. 864, are hereby ratified and confirmed in all respects. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 5. Corrections by Clerk. Upon approval of the City Attorney and Note Counsel, and without further action of the Council, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 6. Effective Date of Ordinance. This ordinance shall take effect and be in force five (5) days from and after its passage, approval, and publication, as required by law. A summary of this ordinance, consisting of the title, may be published in lieu of publishing the ordinance in its entirety.

PASSED BY THE CITY COUNCIL ON JANUARY 13, 2020.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Pacifica Law Group LLP
Note Counsel

Date of Publication: _____, 2020
Effective Date: _____, 2020

CERTIFICATE

I, the undersigned, City Clerk of the City of Shoreline, Washington (the “City”), DO HEREBY CERTIFY:

1. The attached copy of Ordinance No. 877 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on January 13, 2020, as that ordinance appears in the minute book of the City; and the Ordinance will be in full force and effect five (5) days after its passage and publication as provided by law; and

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

3. The Ordinance has not been amended, supplemented or rescinded since its passage and is in full force and effect and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of January, 2020.

Jessica Simulcik-Smith
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing Ordinance No. 880 - Amending the Shoreline Municipal Code to Modify any and all Masculine or Feminine Language to Gender-Neutral Nouns and Pronouns		
DEPARTMENT:	City Manager's Office		
PRESENTED BY:	Jessica Simulcik Smith, City Clerk		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

The English language contains many words that have the word "man" in them (policeman, manmade, chairman) or that call out an individual's gender (she, her, sister, daughter). Gender specific words contribute to gender biases by making gender noticeable and important, treating it as a binary category, and perpetuating stereotypical ideas and views about gender.

Expanding the City's focus on equity and inclusion has been a City Council Goal since 2016, and in January 2017, the City Council adopted Resolution No. 401, stating that the City is an inviting, equitable, and safe community for all. Removing gender specific words in the Shoreline Municipal Code (SMC) would demonstrate that the City values all residents and treats them as an important part of the Shoreline community, especially those who have been marginalized and underrepresented.

Proposed Ordinance No. 880 would amend the SMC to prohibit the use of gender specific language and would eliminate any gender language currently existing within the SMC by replacing it with gender neutral language.

RESOURCE/FINANCIAL IMPACT:

If Ordinance No. 880 is passed by Council, the cost to update the Shoreline Municipal Code is approximately \$450 to \$750, which would be paid for out of the existing budget for the City's contract with the Code Publishing Company.

RECOMMENDATION

Staff recommends that the City Council discuss Ordinance No. 880 this evening; no action is required. Ordinance No. 880 is scheduled for adoption at Council's January 27, 2020 meeting.

Approved By: City Manager **JN** City Attorney **MK**

BACKGROUND

The English language contains many words that have the word “man” in them (policeman, manmade, chairman) or that call out an individual’s gender (she, her, sister, daughter). Gender specific words contribute to gender biases by making gender noticeable and important, treating it as a binary category, and perpetuating stereotypical ideas and views about gender.

Expanding the City’s focus on equity and inclusion has been a City Council Goal since 2016, and in January 2017, the City Council adopted Resolution No. 401, stating that the City is an inviting, equitable, and safe community for all. Removing gender specific words in the Shoreline Municipal Code (SMC) would demonstrate the City values all residents and treats them as an important part of the Shoreline community, especially those who have been marginalized and underrepresented.

Historically, ordinances were framed in the masculine and references to only “him” or “he” were common. Over time, to be inclusive of women, ordinances were drafted to reference both “him” and “her”. In recent years, awareness of transgender and gender nonconforming identities has grown and brought to light the importance of nonbinary gender inclusivity and vocabulary. Examples of recent gender inclusivity advances are the Merriam-Webster Dictionary amending the definition of the word “they” to include usage for referring to an individual person whose gender identity is nonbinary (September 2019); and the Washington State Department of Licensing offering Gender “X” on driver licenses, instruction permits, and ID cards (November 2019).

DISCUSSION

In August 2019, the City Council amended its Rules of Procedure to remove gender pronouns from the language to be inclusive of people who are gender nonbinary. To move Council’s policy direction forward, staff has since reached out to the Code Publishing Company to inquire about amending the Shoreline Municipal Code to make it gender neutral. Code Publishing informed staff that cities from Alaska to California have adopted similar policies, and they received their first inquiry about gender neutral codes in 2017. Code Publishing also performed a preliminary search of the Shoreline Municipal Code for gendered words and found the following:

- “(he|she|her(?:self)?|his|him(?:self))|man|woman)” - 261 hits;
- “(male|fraternal|sister|masculine|feminine|pregnant)” - 9 hits; and
- several other gendered terms like manhole, manmade, salesman, etc.

Proposed Ordinance No. 880 (Attachment A) would amend the Shoreline Municipal Code to require all ordinances and resolutions to be written in gender neutral terms unless a specification of gender is necessary and intended; and will give the City’s codifier the specific authority to edit ordinances as necessary to replace gender specific references with gender neutral references. Attachment B to this staff report lists gender specific words and the gender neutral terms that could be used in their place.

COUNCIL GOAL(S) ADDRESSED

City Council Goal 4 is to expand the City's focus on equity and inclusion to enhance opportunities for community engagement. The Council values all community members, including those who have been historically marginalized and underrepresented. Amending the Shoreline Municipal Code to make it gender neutral will be a step towards improving inclusion and equity within the City.

RESOURCE/FINANCIAL IMPACT

If Ordinance No. 880 is passed by Council, the cost to update the Shoreline Municipal Code is approximately \$450 to \$750, which would be paid for out of the existing budget for the City's contract with the Code Publishing Company.

RECOMMENDATION

Staff recommends that the City Council discuss Ordinance No. 880 this evening; no action is required. Ordinance No. 880 is scheduled for adoption at Council's January 27, 2020 meeting.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 880

Attachment B – List of Gendered Terms and Gender Neutral Replacement

ORDINANCE NO. 880

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
AMENDING THE ENTIRETY OF THE SHORELINE MUNICIPAL
CODE TO MODIFY ANY AND ALL GENDER SPECIFIC
LANGUAGE TO GENDER NEUTRAL LANGUAGE.**

WHEREAS, the Shoreline Municipal Code (“SMC”) was established in 1995 when the City incorporated and currently includes gender-specific pronouns and terms such as he, she, man, or woman; and

WHEREAS, in January 2017, the City Council adopted Resolution No. 401 stating that the City is an inviting, equitable, and safe community for all and the 2019-2021 City Council Goals speak to improving inclusion and equity within the City; and

WHEREAS, it is the City Council’s intent to have the City’s ordinances and resolutions expressed in gender-neutral terms so as to reflect the City’s values of inclusion and equality; and

WHEREAS, the SMC needs to be amended to prohibit the use of gender-specific pronouns and terms, to eliminate any gender preference language currently existing within the SMC, and to replace such language with gender neutral terms;

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

Section 1. Amendments to Shoreline Municipal Code, Chapter 1.05 Code Adoption.

- A. Adding a New Section, SMC 1.05.025 Gender neutral terms.

All ordinances and resolutions enacted, adopted, or amended by the City shall be written in gender-neutral terms unless a specification of gender is necessary and intended. No ordinance or resolution is invalid because it does not comply with this section.

- B. Adding a New Subsection G to SMC 1.05.040 Codification authority.

G. Editing ordinances as necessary to replace gender-specific references with gender-neutral references.

- C. Amending Section 1.05.050 Definitions.

H. Gender. ~~The masculine~~ Gender-neutral pronouns includes the feminine and masculine genders neuter;

Section 2. Directions to City Codifier.

- A. Subject to final approval by the City Attorney, the City’s codifier, Code Publishing Company, has authority to update pronouns within every title, chapter, and section of the Shoreline Municipal

Code, when appropriate, as it exists on the effective date of this Ordinance to provide for gender neutral terms.

- B. Gender-specific subject (he, she), object (him, her), and possessive (his, hers) pronouns and gender-specific terms (man, woman) and gender-specific positions (chairman, policeman) shall be replaced by gender-neutral terms unless the specification of gender is necessary.

Section 3. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any person or situation.

Section 4. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper and shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON JANUARY 27, 2020.

Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication: , 2020
Effective Date: , 2020

Gender-Specific Terms	Gender-Neutral Titles of Office, Employment and Descriptors
He, She, Him, Her, His, Himself, Herself	The Agent
He, She, Him, Her, His, Himself, Herself	The Alternate member
He, She, Him, Her, His, Himself, Herself	The Applicant
He, She, Him, Her, His, Himself, Herself	The Architect
He, She, Him, Her, His, Himself, Herself	The Assessor
He, She, Him, Her, His, Himself, Herself	The Attorney
He, She, Him, Her, His, Himself, Herself	The Candidate
He, She, Him, Her, His, Himself, Herself	The Chief officer
He, She, Him, Her, His, Himself, Herself	The Clerk
He, She, Him, Her, His, Himself, Herself	The Complainant
He, She, Him, Her, His, Himself, Herself	The Consignee
He, She, Him, Her, His, Himself, Herself	The Councilmember
He, She, Him, Her, His, Himself, Herself	The Dancer
He, She, Him, Her, His, Himself, Herself	The Dealer
He, She, Him, Her, His, Himself, Herself	The Declarant
He, She, Him, Her, His, Himself, Herself	The Department director
He, She, Him, Her, His, Himself, Herself	The Deputy
He, She, Him, Her, His, Himself, Herself	The Designee
He, She, Him, Her, His, Himself, Herself	The Detainee
He, She, Him, Her, His, Himself, Herself	The Director
He, She, Him, Her, His, Himself, Herself	The Driver
He, She, Him, Her, His, Himself, Herself	The Employee
He, She, Him, Her, His, Himself, Herself	The Engineer
He, She, Him, Her, His, Himself, Herself	The Entertainer
He, She, Him, Her, His, Himself, Herself	The Examiner
He, She, Him, Her, His, Himself, Herself	The Executive
He, She, Him, Her, His, Himself, Herself	The Executor
He, She, Him, Her, His, Himself, Herself	The Felon
He, She, Him, Her, His, Himself, Herself	The Fire Marshal
He, She, Him, Her, His, Himself, Herself	The Franchisee
He, She, Him, Her, His, Himself, Herself	The Franchisor
He, She, Him, Her, His, Himself, Herself	The Guarantee
He, She, Him, Her, His, Himself, Herself	The Guarantor
He, She, Him, Her, His, Himself, Herself	The Individual
He, She, Him, Her, His, Himself, Herself	The Inspector
He, She, Him, Her, His, Himself, Herself	The Investigator
He, She, Him, Her, His, Himself, Herself	The Leaver
He, She, Him, Her, His, Himself, Herself	The Lessee
He, She, Him, Her, His, Himself, Herself	The Lessor
He, She, Him, Her, His, Himself, Herself	The Licensee

He, She, Him, Her, His, Himself, Herself	The Lobbyist
He, She, Him, Her, His, Himself, Herself	The Manager
He, She, Him, Her, His, Himself, Herself	The Member
He, She, Him, Her, His, Himself, Herself	The Merchant
He, She, Him, Her, His, Himself, Herself	The Mortgagee
He, She, Him, Her, His, Himself, Herself	The Mortgagor
He, She, Him, Her, His, Himself, Herself	The Offender
He, She, Him, Her, His, Himself, Herself	The Officer
He, She, Him, Her, His, Himself, Herself	The Official
He, She, Him, Her, His, Himself, Herself	The Operator
He, She, Him, Her, His, Himself, Herself	The Owner
He, She, Him, Her, His, Himself, Herself	The Pawn broker
He, She, Him, Her, His, Himself, Herself	The Permit holder
He, She, Him, Her, His, Himself, Herself	The Permittee
He, She, Him, Her, His, Himself, Herself	The Person
He, She, Him, Her, His, Himself, Herself	The Physician
He, She, Him, Her, His, Himself, Herself	The Principal
He, She, Him, Her, His, Himself, Herself	The Prisoner
He, She, Him, Her, His, Himself, Herself	The Probationer
He, She, Him, Her, His, Himself, Herself	The Promoter
He, She, Him, Her, His, Himself, Herself	The Public records officer
He, She, Him, Her, His, Himself, Herself	The Purchaser
He, She, Him, Her, His, Himself, Herself	The Respondent
He, She, Him, Her, His, Himself, Herself	The Secondhand dealer
He, She, Him, Her, His, Himself, Herself	The Seller
He, She, Him, Her, His, Himself, Herself	The Servant
He, She, Him, Her, His, Himself, Herself	The Sheriff
He, She, Him, Her, His, Himself, Herself	The Solicitor
He, She, Him, Her, His, Himself, Herself	The Sponsor
He, She, Him, Her, His, Himself, Herself	The Station manager
He, She, Him, Her, His, Himself, Herself	The Suspended person
He, She, Him, Her, His, Himself, Herself	The Tenant
He, She, Him, Her, His, Himself, Herself	The Trespasser
He, She, Him, Her, His, Himself, Herself	The Trustee
He, She, Him, Her, His, Himself, Herself	The Vendor

Gender-Specific Terms	Gender-Neutral Replacement
Bondsman	Bail bond agent
Brother	Sibling
Chairman	Chair, chairperson
Craftsmen	Craftspeople, artisans

Fireman, Firewoman, Firemen, Firewomen	Firefighter, firefighters
Fraternal	Social
Heirs	Beneficiaries
Journeyman	Journey
Maiden name	Birth name
Male and female	People of different genders
Manhole	Maintenance hole
Manmade	Human-made, artificial, manufactured, machine-made, synthetic
Manpower	Human effort
Manpower	Workforce
Master	Captain, Skipper, Pilot, Safety Officer, Central
Men and women	People
Men or women	A single gender
Ombudsman	Ombuds, Investigating Official
Patrolmen	Patrol, Guards
Policeman, Policewoman, Policemen, Policewomen	Police Officer, Police Officers
Pregnant (woman, women)	Pregnant employee(s)
Repairman	Repairs, Repairer
Salesman	Salesperson, Salespeople
Sister	Sibling
Sorority, Fraternity	Collegiate Greek system residence
Sportsman	Hunters
The masculine pronoun includes the feminine	Words referring to a specific gender may be extended to any other gender
Watchmen	Guards