

1
2
3 **AGENDA**
4 **City of Lynnwood**
5 **Transportation Benefit District (TBD) Board**
6 **Council Chambers, City Hall**
7 **19100 44th Avenue W, Lynnwood, WA, 98036**

8 **Special Meeting**
9 **January 10, 2011**
10 **6:00 P.M.**

- 11
- 12 **10 Call to Order**
- 13
- 14 **20 Roll Call**
- 15
- 16 **30 Approval of Minutes – Special Meeting November 29, 2010**
- 17
- 18 **40 Presentation and discussion of public outreach process regarding transportation**
19 **needs, funding options, prioritization, etc.**
- 20
- 21 **50 Consideration, discussion, and possible action on Resolution #3 authorizing an**
22 **interlocal agreement between the TBD and the Cities Insurance Association of**
23 **Washington**
- 24
- 25 **60 Election of TBD Board Vice President**
- 26
- 27 **70 Adjournment**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

**City of Lynnwood
Transportation Benefit District Board**

Item 30

**Special Meeting
January 10, 2011
6:00 P.M.**

TITLE: Approval of Minutes – Special Meeting November 29, 2010

DEPARTMENT: Public Works

DEPARTMENT CONTACT: Jeff Elekes and David Mach

BACKGROUND: At the May 24, 2010 Business Meeting, City Council approved Ordinance #2837, which amended the Lynnwood Municipal Code enacting a new chapter, Transportation Benefit District (TBD), effectively establishing the district. The governing board of the TBD is the Lynnwood City Council acting in an ex officio and independent capacity per RCW 36.73.020(3).

The November 29, 2010 TBD meeting was the fourth meeting of this newly formed entity.

ACTION: Approve the meeting minutes from the November 29, 2010 Special Meeting.

ATTACHMENTS:

1) Special Meeting Minutes November 29, 2010

CITY OF LYNNWOOD
TRANSPORTATION BENEFIT DISTRICT BOARD MEETING MINUTES
November 29, 2010

1
2 10. CALL TO ORDER – The meeting of Transportation Benefit District (TBD) Board, held in
3 the Council Chambers of Lynnwood City Hall, was called to order by Board President
4 Simmonds at 6:01 p.m. on November 29, 2010.

5
6 20.

ROLL CALL

Board President Loren Simmonds

Board Member Ted Hikel
Board Member Jim Smith
Board Member Mark Smith
Board Member Kerri Lonergan-Dreke
Board Member Kimberly Cole
Board Member Ed dos Remedios

Council Assistant Beth Morris

Others Attending:

Interim Finance Director Dugan, acting as
Board Treasurer
Public Works Director Franz
Deputy PW Director Elekes
Budget Analyst Harrigan
Assistant Finance Director Haugan
City Attorney Larson
Deputy Chief Stanifer
AFSCME President Navage

7
8
9 30. APPROVAL OF MINUTES

10
11 A. Special Meeting October 11, 2010

12
13 *Motion made by Board Member Mark Smith, seconded by Board Member Hikel, to*
14 *approve the minutes as presented. The motion passed unanimously.*
15

16 40. PUBLIC HEARING ON ORDINANCE #2 OF THE CITY OF LYNNWOOD
17 TRANSPORTATION BENEFIT DISTRICT AUTHORIZING A VEHICLE LICENSE FEE
18 AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

19
20 A. Public Hearing

21
22 Board President Simmonds called the public hearing to order at 6:03 p.m. and read
23 the introductory statement regarding the guidelines, purpose, and order of speaking
24 for the hearing.

25
26 Staff Presentation: Public Works Director Bill Franz and Deputy Public Works
27 Director Jeff Elekes made the staff presentation.

28
29 Board President Simmonds solicited written materials. There were none.

30
31 Public Testimony and Comment:
32

1 Tim Eyman, 11913 59th Ave W, Mukilteo, WA 98275, spoke against the Ordinance.
2 He reviewed the history of car tab taxes in Washington State. He emphasized that
3 voters have consistently made it known that they want the issue to be on a ballot.
4

5 B. Consideration, discussion, and possible action on said Ordinance.
6

7 Questions and Answers:
8

9 Board Member Cole asked if the current list of projects conforms to the Council's
10 policy of 20% non-motorized projects. Staff replied that it does.
11

12 TBD Board Discussion:
13

14 *Motion made by Board Member Mark Smith, seconded by Board Member Cole, to*
15 *approve TBD Ordinance #2, "AN ORDINANCE OF THE CITY OF LYNNWOOD*
16 *TRANSPORTATION BENEFIT DISTRICT AUTHORIZING A VEHICLE LICENSE*
17 *FEE AND AUTHORIZING CERTAIN PROJECTS TO BE FUNDED; AND*
18 *PROVIDING FOR SEVERABILITY, ESTABLISHING AN EFFECTIVE DATE, AND*
19 *PROVIDING FOR SUMMARY PUBLICATION."*
20

21 Board Member Lonergan-Dreke recommended looking at a more viable solution such
22 as putting a measure on the ballot to increase sales tax and/or a larger fee that the
23 voters could weigh in on. This would target those who use the city's streets, but don't
24 necessarily live here.
25

26 Board Member Hikel spoke in support of Councilmember Lonergan-Dreke's
27 suggestion to look at sales tax. He feels that the people of the city are already
28 contributing, but through the election process we would be able to achieve a higher
29 goal to do more projects. This could be a long-term solution for streets, sidewalks,
30 and other non-motorized transportation needs. He stressed that funding is needed now
31 and spoke in support of this Ordinance.
32

33 Board Member Jim Smith spoke strongly against this motion during this difficult
34 economic time. He feels that items like this should go out to a vote and that projects
35 should be postponed if they do not have the money. Regarding the sales tax issue, he
36 feels it is already out of control and is hurting our economy.
37

38 Board Member Mark Smith spoke in support of the Ordinance. He feels this is a
39 critical piece of funding for critical infrastructure needs for the city.
40

41 *Upon a roll call vote the motion passed (6-1) with Board Member Jim Smith voting*
42 *against the motion.*
43

44 50. CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION ON THE FOLLOWING
45 INTERLOCAL AGREEMENTS.
46

47 A. Interlocal between TBD and the City of Lynnwood

30-3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

Motion made by Board Member Mark Smith, seconded by Board Member Hikel, to authorize the Board President to sign the Interlocal between the TBD and the City of Lynnwood. Motion passed (6-1).

B. Interlocal between the TBD and the Washington State Department of Licensing

Motion made by Board Member Mark Smith, seconded by Board Member Hikel, to authorize the Board President to sign the Interlocal between the TBD and the Washington State Department of Licensing. Motion passed (6-1).

C. Interlocal between the TBD and the Cities Insurance Association of Washington

Staff recommended continuing this item to the January meeting since they were not able to get it in the packet for this meeting. As a result Board President Simmonds recommended canceling the TBD Board Meeting scheduled for December 13.

60. ADJOURNMENT

Motion made by Board Member Mark Smith, seconded by Board Member Hikel, to adjourn the meeting at 6:35 p.m. The motion passed unanimously.

The meeting was adjourned at 6:35 p.m.

Loren Simmonds, TBD Board President

Patrick Dugan
Interim Finance Director, acting as Board Treasurer

30-4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

**City of Lynnwood
Transportation Benefit District Board**

Item 40

**Special Meeting
January 10, 2011
6:00 P.M.**

TITLE: Presentation and discussion of public outreach process regarding transportation needs, funding options, prioritization, etc.

DEPARTMENT: Public Works

DEPARTMENT CONTACT: Jeff Elekes and David Mach

BACKGROUND: See attached Memorandum from Director Franz dated January 10, 2011

ACTION: Staff presentation followed by discussion

ATTACHMENTS:

- 1) Memorandum from Director Franz dated January 10, 2011
- 2) 6-Year Transportation Improvement Plan
- 3) 20-Year List of Projects
- 4) 20-Year Transportation Financial Plan



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Public Works Department

Memorandum

DATE: January 10, 2011

TO: Transportation Benefit District Board

FROM: Public Works Director Franz

RE: Transportation Benefit Districts

This memorandum is a continuation of the discussion of various transportation funding options for our city. The memo is divided into three parts. Part 1 is the chronology of events. Part 2 provides additional background on potential revenue projections for various TBD funding options. Part 3 continues the discussion of the public involvement process and associated policy questions. TBDs are one of many funding options available to close the gap between current transportation funding and needed revenue.

Ultimately, the TBD Board can add great value by discussing those issues and answering those policy questions, and any others they deem appropriate. It is also critical for the TBD Board to advise what approaches it is generally willing to support, and to commit to, thereby giving the administration much needed guidance and direction.

Note to the TBD Board: Based on Public Disclosure Commission regulations, staff strongly recommends that the TBD Board not make any decision or statement for a particular funding method that requires an election until the time that staff can conduct public outreach, receive input, and provide this information to the TBD Board.

Part I – Chronology of Events

At the March 29, 2010 City Council Special Work Session, the City Council provided staff with policy direction to pursue a \$20 vehicle registration fee funded TBD. Staff had proposed that much of the \$422,000 that would have been generated annually would have been allocated to the pavement management program (primarily pavement overlays) which is currently significantly underfunded.

1 At the August 9, 2010 TBD Board meeting, the TBD Board considered adopting an
2 ordinance that would have enacted a \$20 vehicle registration fee. After conducting a
3 public hearing, the TBD Board voted against adopting such an ordinance (5-2).
4

5 At the October 11, 2010 TBD Board meeting, staff provided an overview of Lynnwood's
6 transportation needs/projects and discussed a draft financial plan to potentially provide
7 funding. The TBD Board directed staff to conduct a public involvement process to
8 determine what type of projects and revenue options the public is willing to support.
9

10 At the November 29, 2010 TBD Board meeting, the TBD Board considered adopting
11 Ordinance #2 to enact a \$20 vehicle registration fee. After conducting a public hearing,
12 the TBD Board adopted the ordinance (6-1). The fee will go into effect on July 1, 2011.
13 Staff anticipates revenues of approximately \$200,000 for 2011.
14

15 Part II – TBD Funding Options

16 **TBD Revenue Projections**

17 The following are a few scenarios for both a vehicle licensing fee and sales tax increase
18 for Lynnwood:
19
20

21 **Vehicle Registration Fee funded TBD:**

- 22 - \$20 or less can be approved by Council
- 23 - As an option, fees \$20 and less can go to a public vote
- 24 - Fees above \$20 and up to \$100 (maximum) must go to a public vote
25

26 Based on Washington State Department of Licensing data specific for Lynnwood, staff
27 conducted the following analysis to determine projected annual revenue from a \$20
28 TBD vehicle fee (TBD Board approval authority):
29

30 21,078 (eligible registered vehicles in Lynnwood; data obtained from DOL) * \$20 =
31 **\$421,560 annual revenue (\$20 TBD vehicle fee)**
32

33 Staff's revenue estimates for a \$100 TBD vehicle fee (maximum for public vote) are as
34 follows:
35

36 21,078 * \$100 = **\$2,107,800 annual revenue (\$100 TBD vehicle fee)**
37

38 **Sales Tax funded TBD:**

- 39 - All sales tax funded TBDs must go to a vote regardless of amount
- 40 - Sales tax funded TBDs are only allowed for 10 years
- 41 - Sales tax increases are limited to 0.2% (Lynnwood's current sales tax rate is 9.5%)
42

43 Public Works staff has worked with Finance staff to determine potential revenue
44 projections for a sales tax funded TBD (**0.2% (maximum) sales tax increase**). See
45 table as follows:
46

Year	2011	2012	2013	2014	2015	2016	Average
Annual Revenue	\$3,535,000	\$3,641,000	\$3,772,000	\$3,953,000	\$4,157,000	\$4,377,000	\$3,906,000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

Over a 10 year period, a sales tax funded TBD could potentially generate \$39,060,000.

Pros and Cons

The benefit with the sales tax option is that the residents of Lynnwood don't take on the entire burden of financing transportation projects. The burden instead is spread to all the surrounding residents who shop/work in Lynnwood and drive on Lynnwood's streets. Initial estimates show that for every \$1 a Lynnwood resident spends (taxable retail purchases) approximately \$3 is spent by non-Lynnwood residents. In other words, approximately 75% of the revenue generated by a sales tax funded TBD would be generated by non-Lynnwood residents.

The negative is that Lynnwood would have one of the highest sales tax rates in Washington. Automobile dealerships may oppose a sales tax TBD. However, assuming a \$25,000 car, 0.2% is only \$50. Assuming a 0.2% increase, and all things considered equal, a \$25,000 car purchased in Lynnwood would cost \$375 more than a car purchased in, say for example, Burlington (Auto Mall), where the sales tax rate is 8.2% (currently it would cost \$325 more).

Using Lynnwood's current average of 1.7 registered vehicles per household, an average household would pay \$34 per year in vehicle registration fees (assuming \$20 per vehicle). In comparison with the sales tax scenario, an average household in Lynnwood would need to make a relatively high \$17,000 in taxable retail purchases per year in order to pay \$34 in sales tax per year (at 0.2%).

Part III – Public Involvement

The Citizens of Lynnwood have consistently stated the importance of the city's transportation system in past City-wide surveys. These surveys related to all facets of city services and were not limited to transportation alone. One of the recommendations identified by the Transportation and Traffic Task Force in their 2010 Final Report was to conduct a City-wide survey specific to transportation.

The results of surveying citizens and businesses would be very useful to Council and the TBD Board in determining which transportation improvements to complete, how to prioritize them, and how to fund them. Staff recommends that a multi-tiered public outreach process be implemented in order to survey the stakeholders of Lynnwood's transportation system.

1 **Transportation Outreach Plan**

2 Staff recommends that the following four primary topics be included as a part of the
3 outreach program:
4

5 **1) Education**

6 It is critical that the stakeholders of Lynnwood's transportation system have a better
7 understanding of the system and the efforts underway and required to maintain and
8 improve it. This is especially true if the citizens are called upon to pass fee or taxing
9 measures in the future to fund critical transportation projects and programs. Once
10 citizens understand the importance of our transportation system and the genuine hard
11 work and thoughtful efforts by staff and elected officials, a much higher level of
12 support is possible.
13

14 A brief description of each of the following should be provided:

- 15 • The City's level of service policies, plans for future growth, and the capacity
16 projects needed to support this growth
- 17 • The City Center and the transportation improvements needed to support it
- 18 • The pedestrian and bicycle skeleton systems and how they were developed
- 19 • The magnitude of the City's maintenance and operation responsibilities
20

21 **2) Planned Projects**

22 The 20-year list of projects and how they get prioritized into the 6-year Transportation
23 Improvement Plan (TIP) should be discussed. More information should be provided
24 about the TIP projects so that the public has real tangible knowledge of the type of
25 projects planned for Lynnwood in the near term.
26

27 **3) Prioritization**

28 An opportunity should be provided for the public to rank and prioritize various types of
29 transportation improvements such as:

- 30 • Roadway Capacity (additional through/turn lanes, new street connections, other)
- 31 • Major Freeway Improvements (new crossings, new/modified interchanges, other)
- 32 • City Center (increasing capacity of existing roads, adding new grid streets, other)
- 33 • Non-Motorized - Pedestrian (sidewalks, trails, other)
- 34 • Non-Motorized - Bicycle (bicycle lanes, pavement markings, other)
- 35 • Street Maintenance (street crews, pavement preservation, traffic signals, other)
- 36 • Safety (center medians, traffic calming features, other)
- 37 • Intelligent Transportation (smarter traffic signals, traffic flow notifications, other)
38

39 **4) Funding**

40 The public should be informed of where their current tax dollars go and how
41 Lynnwood's transportation projects are currently funded. After they gain a better
42 understanding of the significant transportation funding shortfall, they will be better
43 equipped to provide constructive feedback as to how best to fund transportation
44 projects.
45

1 Funding strategies should also be discussed. These strategies include using grant
2 dollars to fund projects which typically score well in funding competitions and using
3 local funds to fund projects which may not. Low scoring grant projects typically
4 include:

- 5 • Maintenance (pavement overlay, traffic signal rebuild, other)
- 6 • Operation (street crew and support staff)
- 7 • Residential non-motorized improvements (sidewalks, paths, other)

8
9 The outreach should include a brief summary of the various funding alternatives
10 available to fund transportation projects. An opportunity should be provided for the
11 public to rank and prioritize the various types of transportation funding alternatives
12 such as:

- 13 • Transportation Impact Fees
- 14 • Transportation Benefit District – Vehicle registration fee
- 15 • Transportation Benefit District – Sales tax increase
- 16 • Levy Lid Lift
- 17 • Local Improvement Districts

18 19 **Schedule**

20 Two potential schedules (fast track and extended) were developed for implementing the
21 public outreach plan. The schedules were arranged to accommodate potential ballot
22 measures (not to presuppose that a ballot measure may be pursued) in either the
23 primary (fast tracked) or general (extended) elections. The schedules are shown as
24 follows:

25 26 ***Fast Track Schedule (August 16th 2011 primary election):***

- February: TBD Board to review draft info/survey and provide comments
- Late February: Mail out info/survey
- March: Conduct various outreach meetings
- April: Discuss survey results with TBD Board. Pass a resolution authorizing a
ballot measure (if the TBD Board decides to move forward).
- May 24th: Deadline to submit ballot information to Snohomish County elections
office
- August 16th: Primary Election

27 28 ***Extended Schedule (November 8th 2011 general election):***

- February: TBD Board to review draft info/survey and provide comments
- Late February: Mail out info/survey
- March-May: Conduct various outreach meetings
- June-July: Discuss survey results with TBD Board. Pass a resolution authorizing a
ballot measure (if the TBD Board decides to move forward).
- August 16th: Deadline to submit ballot information to Snohomish County elections office
- November 8th: General Election

1 **Distribution**

2 The following are various methods available to conduct the public outreach plan and
3 distribute the various information:

- 4 • Discuss at TBD Board meetings
 - 5 • Discuss with the Lynnwood Transportation and Traffic Task Force (TTTF)
 - 6 • Discuss with the Lynnwood Chamber of Commerce
 - 7 • Publish an article in the Inside Lynnwood Newsletter
 - 8 • Hold multiple public open houses, potentially in various areas around the City.
9 This could include meeting with the various neighborhood groups which were
10 involved in the various neighborhood traffic calming improvements completed
11 over the past few years.
 - 12 • Press release to the Everett Herald and Lynnwood Enterprise
 - 13 • Develop a webpage
 - 14 • Mail info/survey with utility billings to the entire city
 - 15 • Provide info/survey to the Edmonds School District
 - 16 • Provide info/survey at City Hall, Library, Recreation Center, Edmonds
17 Community College
 - 18 • Provide info/survey to the following bicycle groups: Edmonds Bike Group,
19 B.I.K.E.S. Club of Snohomish County, Cascade Bicycle Group, Boeing Bike
20 Club, Bicycle Alliance of Washington, others
 - 21 • Other
- 22

23 **Policy Questions**

24 ***Does the TBD Board support the development of a transportation specific survey***
25 ***to be used as a part of an outreach plan to obtain public feedback regarding***
26 ***transportation?***

27
28
29
30

31 ***Does the TBD Board support the four public outreach components (education,***
32 ***project descriptions, prioritization, and funding)? Should some of these***
33 ***components be removed? Should some be added?***

34
35
36
37

38 ***Does the TBD Board support a fast tracked or an extended schedule?***

39
40
41
42

43 ***Does the TBD Board support the methods identified for soliciting feedback?***

City of Lynnwood Six Year TIP 2011-2016

Project Type	Map ID #	Project Title	Six Year Total						Project Total
			2011	2012	2013	2014	2015	2016	

Recurring Annual Programs		Overlay Program	P	8,400,000	1,200,000	1,300,000	1,400,000	1,500,000	1,500,000	1,500,000	NA
		Traffic Signal Rebuild Program	N	3,480,000	630,000	660,000	695,000	730,000	730,000	765,000	NA
		Transportation Business Plan	N	375,000	75,000	75,000	75,000	75,000	75,000	75,000	NA
		Sidewalk and Walkway Program - ADA Ramps	N	370,000	100,000	100,000	90,000	80,000	70,000	30,000	NA
		Sidewalk and Walkway Program - Maintenance	N	500,000	100,000	100,000	100,000	100,000	100,000	100,000	NA
		Neighborhood Traffic Calming Program	P	270,000	20,000	50,000	50,000	50,000	50,000	50,000	NA
		Sidewalk and Walkway Program	N	1,875,000	375,000	375,000	375,000	375,000	375,000	375,000	NA
		Subtotal		15,270,000	1,220,000	2,630,000	2,750,000	2,875,000	2,900,000	2,895,000	2,895,000

New/Expanded Roads	43	204th St SW	SR 99	P	2,810,000	2,810,000					3,560,000	
	78	196th St SW	SR-99	Y	500,000	500,000					630,000	
	6	Southbound I-5 Braided Ramp		Y	40,000,000	20,000,000	20,000,000				45,000,000	
	56	36th Ave W	Maple Road	P	12,540,000	800,000	240,000	500,000	5,000,000	6,000,000	12,890,000	
	57	36th Ave W	164th St SW	SR 99	P	12,540,000	800,000	240,000	500,000	5,000,000	12,890,000	
	D	Poplar Extension Bridge	196th St SW	AMB	P	31,000,000	415,000	1,060,000	5,000,000	14,525,000	31,000,000	
	41	52nd Ave W	168th St SW	176th St SW	N	2,949,000		236,000	176,000	2,537,000	2,949,000	
	36	Maple Road Extension	AMP	32nd Ave W	P	1,937,000		173,000	1,764,000		1,937,000	
	C	33rd Ave W Extension	184th St SW	AMP	Y	7,620,000		620,000	3,000,000	4,000,000	7,620,000	
	A	33rd Ave W Extension	33rd Ave W	184th St SW	N	11,445,000		355,000	6,085,000	5,005,000	11,445,000	
	F	33rd Ave W Extension	Maple Road	Asn Way	N	3,200,000		220,000	550,000	2,430,000	3,200,000	
	92	Beech Road Extension	AMP	Underpass	N	3,970,000		320,000	210,000	3,440,000	3,970,000	
	93	200th St SW	64th Ave W	48th Ave W	N	1,453,000			1,453,000		25,821,000	
		Subtotal				131,964,000	25,325,000	7,029,000	30,360,000	35,382,000	12,328,000	162,912,000

Misc.		Lynnwood Link Trolley	ECC, Transit Ctr, CC, Conv.Ctr,	N	100,000		100,000				100,000
		Feasibility Study	Alderwood Mall	N	800,000				800,000		800,000
		ITS - Phase 3		N	900,000	0	0	100,000	800,000	0	900,000
	Subtotal				900,000	0	100,000	800,000	0	900,000	

City of Lynnwood Six Year TIP 2011-2016

Project Type	Map ID #	Project Title	Six Year Total						Project Total			
			2011	2012	2013	2014	2015	2016				
Intersection Improvements	G	Traffic Signal Reconstruction Scriber Lake Road	P	360,000	360,000				410,000			
	52	Roundabout/Traffic Signal 52nd Ave W	N	507,000	45,000	462,000			507,000			
	14	Roundabout/Traffic Signal 48th Ave W	N	744,000		104,000	640,000		744,000			
	15	Traffic Signal 66th Ave	N	744,000		104,000	640,000		744,000			
	T	Traffic Signal/Turn Lane Sears Driveway AMP	P	1,377,000		68,000	487,000	822,000	1,377,000			
	59	Traffic Signal 28th Ave W	P	1,464,000		100,000	246,000	1,118,000	1,464,000			
	B	Traffic Signal/Turn Lane 196th St SW	N	707,000		40,000		207,000	707,000			
	Subtotal				5,903,000	360,000	45,000	838,000	2,053,000	2,147,000	460,000	5,953,000
	City Center		City Center Rail Stations Study	N	400,000	200,000					400,000	
		68	196th St SW (SR-524)	P	14,900,000	100,000	2,000,000	5,800,000	7,000,000		15,000,000	
2		42nd Ave W	N	16,000,000		3,300,000	7,800,000	4,900,000		16,000,000		
67		44th Ave W	N	9,000,000			2,000,000	5,000,000	2,000,000	9,000,000		
76		200th St SW	N	5,400,000				2,600,000	2,800,000	10,000,000		
71		194th St SW	N	16,100,000				5,300,000	10,800,000	24,000,000		
75		City Center Street Grid Master Street Plan	N	8,000,000					8,000,000	82,000,000		
Subtotal				69,800,000	300,000	2,200,000	9,100,000	16,800,000	17,800,000	23,600,000	156,400,000	
Non-Motorized	3	40th Ave W Sidewalk	P	556,000						656,000		
	4	48th Ave W Sidewalk	P	550,000	100,000	450,000				550,000		
	5	Interurban Trail Imp. Vic. of 212th St SW	P	1,000,000	200,000	800,000				1,100,000		
	48	Pedestrian Signal SR-99	N	587,000	69,000	518,000				587,000		
	Subtotal				2,693,000	856,000	1,319,000	518,000	0	0	2,893,000	
Totals				226,530,000	28,061,000	27,734,000	20,235,000	52,188,000	59,029,000	39,283,000	329,058,000	

Transportation Projects - 20 Year List

#	Project Title	Beginning Cross Street	Ending Cross Street	Project Description	BaseYrCost
TrIF Capacity Projects					
1	36th Ave W Improvements	Maple Road	164th St SW	Turn lanes, bike lanes, sidewalk	\$ 12,596,000
2	Poplar Extension Bridge	196th St SW	AMB	5/6 lane bridge over I-5 (new connect	\$ 38,408,000
3	33rd Ave W Extension	184th St SW	AMP	New road through old high school	\$ 6,415,000
4	33rd Ave W Extension	33rd Ave W	184th St SW	New road through mall or H-Mart	\$ 9,257,000
5	33rd Ave W Extension	Maple Road		Realign Maple to new 33rd Extension	\$ 2,559,000
6	52nd Ave W Improvements	176th St SW	168th St SW	Add turn lanes, bike lanes, sidewalk	\$ 2,447,000
7	Beech Road Extension	AMP	Ash Way Underpass	Continuous road behind Kohls and T	\$ 3,158,000
8	44th Ave W Improvements	I-5	194th St SW	Add lanes	\$ 13,281,000
9	42nd Ave W Improvements	200th St SW	194th St SW	New road	\$ 17,648,924
10	204th St SW Extension	68th Ave W	SR 99	New road	\$ 2,031,000
11	Maple Road Extension	32nd Ave W	AMP	New road	\$ 1,662,000
12	196th St SW Improvements	48th Ave W	36th Ave W	Add lanes	\$ 15,911,815
13	200th St SW Improvements	48th Ave W	40th Ave W	Add lanes	\$ 10,860,072
14	194th St SW Improvements	40th Ave W	33rd Ave W	New road	\$ 26,936,805
15	Intersection Improvements	28th Ave W	AMB	NB Lt turn pocket and traffic signal	\$ 1,174,000
16	Intersection Improvements	Sears	AMP	SB Rt turn pocket and reconstruct si	\$ 1,109,000
17	ITS - Phase 3	City-Wide	City-Wide	Includes Dynamic Message Signs (D	\$ 800,000
18	Lynnwood Link Trolley Feas. Study	ECC, Transit Center, CC, Alderwood		Feasibility study for trolley (ECC to M	\$ 100,000
19	Tran Element/Tran Bus Plan	City-Wide	City-Wide	Misc. planning documents	\$ 510,000
TrIF Capacity Projects Total					\$ 166,864,616
Non-Motorized Improvements					
20	Sidewalk and Walkway-ADA Ramps	City-Wide	City-Wide	Bring deficient locations into complia	\$ 700,000
21	60th Ave W	176th St SW	188th St SW	Pedestrian project P23	\$ 2,460,150
22	180th St SW	56th Ave W	44th Ave W	Pedestrian project P74	\$ 2,370,690
23	202nd St SW	68th Ave W	SR 99	Pedestrian project P100	\$ 629,160
24	72nd Ave W/188th PI SW	192nd PI SW	68th Ave W	Pedestrian project P4	\$ 263,200
25	60th Ave W	188th St SW	SR 99	Pedestrian project P22	\$ 294,000
26	56th Ave W/191st St SW	52nd Ave. W	Trail off 56th Ave	Pedestrian project P28	\$ 322,500
27	Spruce Rd	172nd St SW	Maple Rd	Pedestrian project P50	\$ 1,699,740
28	181st PI SW/Maple Road	48th Ave W	36th Ave W	Pedestrian project P77	\$ 1,107,380
29	184th St SW	40th Ave W	AMP	Pedestrian project P79	\$ 681,600
30	192nd PI SW / Dale Way	68th Ave W	60th Ave W	Pedestrian project P85	\$ 483,750
31	192nd PI SW	52nd Ave. W	46th Ave W	Pedestrian project P86	\$ 133,300
32	196th St SW	SR 99	48th Ave W	Pedestrian project P92	\$ 805,140
33	74th Ave W/191st St SW/190th St	196th St SW	76th Ave W	Pedestrian project P3	\$ 498,800
34	64th Ave W	176th St. SW	188th St. SW	Pedestrian project P17	\$ 817,920
35	62nd Ave W/165th PI SW/64th Ave	Lunds Gulch	168th St. SW	Pedestrian project P25	\$ 215,000
36	Scriber Creek Trail	Interurban Trail	Scriber Lake Park	Pedestrian project P38	\$ 124,000
37	48th Ave W	180th St. SW	192nd PI SW	Pedestrian project P40	\$ 728,460
38	40th Ave W	188th St. SW	194th St SW	Pedestrian project P48	\$ 1,175,760
39	180th St SW	Olympic View	56th Ave W	Pedestrian project P73	\$ 2,262,060
40	185th St SW/186th PI SW	64th Ave W	SR 99	Pedestrian project P76	\$ 481,600
41	56th Ave W/198th St SW	Scriber Lake Rd	208th St. SW	Pedestrian project P26	\$ 357,000
42	172nd St SW	44th Ave W	33rd PI W	Pedestrian project P67	\$ 2,217,330
43	193rd PI SW/194th St SW/58th Ave	196th St SW	52nd Ave W	Pedestrian project P88	\$ 107,500
44	168th St/66th Ave/Meadowdale Rd	West city limit	Olympic View Dr	Pedestrian project P112	\$ 1,027,340

Transportation Projects - 20 Year List

#	Project Title	Beginning Cross Street	Ending Cross Street	Project Description	BaseYrCost
45	60th Ave W	168th St SW	176th St. SW	Pedestrian project P24	\$ 225,750
46	188th St SW	68th Ave W	SR 99	Pedestrian project P81	\$ 1,674,180
47	40th Ave W	Maple Rd	188th St. SW	Pedestrian project P49	\$ 1,509,250
48	196th St SW	33rd Ave W	E City limit	Pedestrian project P95	\$ 595,200
49	Spruce Rd	164th St SW	172nd St SW	Pedestrian project P51	\$ 298,200
50	58th PI W	196th St SW	Prop. E-W trail	Pedestrian project P114	\$ 156,800
51	68th Ave W	208th St. SW	196th St SW	Bicycle project B9	\$ 9,869
52	52nd Ave W	SR 99	196th St SW	Bicycle project B34	\$ 72,675
53	200th St SW	SR 99	48th Ave W	Bicycle project B98	\$ 447,020
54	208th St SW	SR 99	52nd Ave W	Bicycle project B106	\$ 288,400
55	212th St SW	SR 99	52nd Ave W	Bicycle project B107	\$ 68,544
56	52nd Ave W	204th St. SW	S city limit	Bicycle project B32	\$ 19,890
57	48th Ave W	192nd PI SW	200th St SW	Bicycle project B39	\$ 30,447
58	168th St SW	52nd Ave. W	44th Ave W	Bicycle project B63	\$ 324,450
59	188th St SW	44th Ave W	33rd Ave W	Bicycle project B83	\$ 2,566,760
60	194th St SW	52nd Ave. W	44th Ave W	Bicycle project B89	\$ 39,780
61	200th St SW	Edmonds CC	SR 99	Bicycle project B97	\$ 24,174
62	52nd Ave W	N City limit	176th St. SW	Bicycle project B36	\$ 621,530
63	44th Ave W	Maple Rd	194th St SW	Bicycle project B44	\$ 1,398,740
64	176th St SW	54th Ave W	44th Ave W	Bicycle project B70	\$ 36,567
65	Alderwood Mall Pkwy	Poplar Way	196th St SW	Bicycle project B96	\$ 32,895
66	212th St SW	52nd Ave. W	44th Ave W	Bicycle project B108	\$ 39,780
67	216th St SW	SR 99	Interurban Trail	Bicycle project B110	\$ 10,251
68	66th Ave W	S City limit	208th St. SW	Bicycle project B12	\$ 31,365
69	60th Ave W/Scriber Lake Rd	196th St SW	208th St. SW	Bicycle project B21	\$ 1,121,848
70	62nd Ave W/165th PI SW/64th Ave	Lunds Gulch	168th St. SW	Bicycle project B25	\$ 8,500
71	44th Ave W	204th St. SW	212th St SW	Bicycle project B43	\$ 1,521,310
72	36th Ave W	Maple Rd	194th St SW	Bicycle project B52	\$ 79,560
73	204th St SW	44th Ave W	E City Limit	Bicycle project B104	\$ 230,860
74	64th Ave W	176 th St SW	200 th St SW	Bicycle project B17	\$ 396,942
75	33rd Ave W	184th St SW	194th St SW	Bicycle project B55	\$ 2,242,310
76	180th St SW	56th Ave W	44th Ave W	Bicycle project B74	\$ 892,500
77	184th St SW	33rd Ave W	36th Ave W	Bicycle project B79	\$ 663,320
78	188th St SW	68th Ave W	SR 99	Bicycle project B81	\$ 1,896,230
79	193rd PI SW/194th St SW/58th Ave	196th St SW	52nd Ave W	Bicycle project B88	\$ 8,500
80	194th St SW	44th Ave W	33rd Ave W	Bicycle project B90	\$ 915,670
81	68th Ave W/Blue Ridge Dr	196th St SW	Olympic View Dr	Bicycle project B10	\$ 32,436
82	60th Ave W	188th St SW	SR 99	Bicycle project B22	\$ 509,320
83	60th Ave W	176th St SW	188th St SW	Bicycle project B23	\$ 925,820
84	Scriber Creek Trail	Interurban Trail	Scriber Lake Park	Bicycle project B38	\$ 105,400
85	Maple Road	44th Ave W	36th Ave W	Bicycle project B77	\$ 702,100
86	40th Ave W	188th St. SW	194th St SW	Bicycle project B48	\$ 449,820
87	Spruce Rd	172nd St SW	Maple Rd	Bicycle project B50	\$ 633,080
88	Alderwood Mall Pkwy	Interurban Trail	196th St SW	Bicycle project B58	\$ 908,460
89	180th St SW	Olympic View	56th Ave W	Bicycle project B73	\$ 659,260
90	168th St/66th Ave/Meadowdale Rd	N Meadowdale Rd	Olympic View Dr	Bicycle project B112	\$ 428,400
91	76th Ave. W	196th St SW	208th St. SW	Bicycle project B2	\$ 60,282
92	60th Ave W	168th St SW	176th St. SW	Bicycle project B24	\$ 259,420
93	48th Ave W	180th St. SW	192nd PI SW	Bicycle project B40	\$ 313,740

Transportation Projects - 20 Year List

#	Project Title	Beginning Cross Street	Ending Cross Street	Project Description	BaseYrCost
94	172nd St SW	44th Ave W	36th St SW	Bicycle project B67	\$ 616,420
95	76th Ave W	Olympic View	196th St SW	Bicycle project B1	\$ 57,987
96	Spruce Rd	164th St SW	172nd St SW	Bicycle project B51	\$ 135,044
97	40th Ave W	Maple Rd	188th St. SW	Bicycle project B49	\$ 694,960
Non-Motorized Total					\$ 49,955,396
Other (Non-Capacity, Safety, or TrIF Ineligible)					
98	Intersection Improvements	66th Ave W	212th St SW	Traffic signal	\$ 615,000
99	Intersection Improvements	52nd Ave W	176th St SW	Traffic signal	\$ 453,000
100	Intersection Improvements	AMP	196th St SW	Add turn pockets and reconstruct sig	\$ 652,000
101	Intersection Improvements	61st Pl W	212th St SW	Traffic signal	\$ 580,000
102	Intersection Improvements	50th Ave W	196th St SW	Traffic signal	\$ 580,000
103	Intersection Improvements	44th Ave W	172nd St SW	Traffic signal	\$ 580,000
104	Intersection Improvements	44th Ave W	180th St SW	Traffic signal	\$ 580,000
105	Intersection Improvements	AMP	182nd St SW	Traffic signal	\$ 580,000
106	SR 99 Corridor Safety Program	164th St SW	218th St SW	Access management	\$ 200,000
107	Pedestrian Signal	SR 99	180th St SW	Pedestrian signal	\$ 504,000
108	Traffic Signal Reconstruction	Scriber Lake Road	196th St SW	Periodic repair of traffic signals	\$ 325,000
109	Neighborhood Traffic Calming	City-Wide	City-Wide	Misc. traffic calming projects	\$ 600,000
Other Total					\$ 6,249,000
Operation and Maintenance (total over 20-years)					
110	Overlay	City-Wide	City-Wide	Pavement overlay	\$ 24,000,000
111	Traffic Signal Rebuild	City-Wide	City-Wide	Fully reconstruct signal	\$ 12,000,000
112	Sidewalk and Walkway - O & M	City-Wide	City-Wide	Periodic repair of sidewalks	\$ 1,000,000
Operation and Maintenance Total					\$ 37,000,000
Long Term/Non-Lynnwood					
113	Intersection Improvements	48th Ave W	188th St SW	Traffic signal	\$ 615,000
114	Intersection Improvements	40th Ave W	198th St SW	Traffic signal	\$ 615,000
115	Intersection Improvements	AMP	Poplar Way	Traffic signal	\$ 615,000
116	200th St SW Improvements	64th Ave W	48th Ave W	Add lanes	\$ 7,172,000
117	196th St SW Improvements	Scriber Lake Road	48th Ave W	Add lanes	\$ 15,911,815
118	40th Undercrossing of I-5	204th St SW/Larch	AMB/40th Ave W	New connection across I-5	\$ 47,000,000
119	I-5/44th Ave W Interchange	I-5	44th Ave W	NB ramps and two braids	\$ 150,000,000
120	NB I-5 Braided Ramps	196th St SW	I-405	One braided ramp	\$ 50,000,000
Long Term/Non-Lynnwood Total					\$ 271,928,815
City Center Minor Grid Improvements					
121	City Center Street Grid	Master Street Plan		Remainder of grid streets	\$ 75,717,000
City Center Minor Grid Total					\$ 75,717,000

Grand Total	607,714,827
--------------------	--------------------

20 Year Transportation Financial Plan

The \$20 vehicle registration fee was passed by the TBD Board at the November 29th 2010 meeting

	Total	Developer TrIF	City Share						
			Grants	REET	TBD 1st \$20 Tab	TBD Sales Tax	TBD Remaining \$80 Tab	Other (Note 1)	
1 Developer - TrIF Eligible	83,432,308	83,432,308							
2 City - TrIF Share	70,000,000		40,000,000	10,000,000		20,000,000			
3 City - TrIF Share For Fee < Max	13,432,308					13,432,308			
4 City - Non Motorized	1,498,662					1,498,662			
5 City - Non Motorized	5,994,647					5,069,030		925,617	
6 City - O&M, Safety, or Existing Deficiencies	45,729,000					8,000,000		27,729,000	10,000,000
7 Contingency	3,345,383							3,345,383	
20 yr Amount	223,432,308	83,432,308	40,000,000	10,000,000	8,000,000	40,000,000	32,000,000	10,000,000	
Annual Amount	11,171,615	4,171,615	2,000,000	500,000	400,000	2,000,000	1,600,000	500,000	

Note 1: Other - Assumes \$250k/yr in State Distribution of Gas Tax and \$250k/yr from Storm Portion of Utilities
 Note 2: TBD Sales Tax - Assumes 0.1% sales increase over 20 years (assuming two affirmative votes) or 0.2% over 10 years (assuming one affirmative vote)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

**City of Lynnwood
Transportation Benefit District Board**

Item 50

**Special Meeting
January 10, 2011
6:00 P.M.**

TITLE: Consideration, discussion, and possible action on Resolution #3 authorizing an interlocal agreement between the TBD and the Cities Insurance Association of Washington

DEPARTMENT: Public Works

DEPARTMENT CONTACT: Jeff Elekes and David Mach

BACKGROUND: The TBD is a separate corporate entity and can sue or be sued in that capacity. Councilmembers serve on the TBD in an ex officio capacity. Since the TBD essentially has no assets, it is likely that any suit against the TBD could name the individual Councilmembers. Lawsuits based on negligent design or improvements are a possibility. Insurance provides a safety net both for defense costs and any liability.

Staff has discussed TBD liability insurance requirements with the Cities Insurance Association of Washington (CIAW, the City of Lynnwood's current insurance provider) and the City Attorney. Both CIAW and the City Attorney recommend that the TBD obtain a separate liability policy (separate from that of the City of Lynnwood) that would name the TBD specifically.

The policy would have the same limits and coverage as the current City of Lynnwood policy. The TBD would have its own separate liability limit of \$10,000,000. This limit would not be shared with the City of Lynnwood. If each entity were named in a lawsuit, each entity would be protected separately up to \$10,000,000 each.

The annual premium for TBD liability insurance coverage is \$2,000. The City of Lynnwood will pay the premiums and the TBD will reimburse the City (per the Interlocal between the TBD and the City of Lynnwood). Insurance coverage will commence on March 1, 2011, four months prior to the date the \$20 vehicle registration fee goes into effect.

ACTION: Consider, discuss, and possibly authorize the TBD Board President to sign Resolution #3 and an interlocal agreement between the TBD and the Cities Insurance Association of Washington.

ATTACHMENTS:

- 1) Resolution #3
- 2) Interlocal agreement between the TBD and the Cities Insurance Association of Washington

1 PASSED this 10th day of January, 2011 and signed in authentication of its passage this
2 _____ day of _____, 2011.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

Loren Simmonds
TBD President

ATTEST:

APPROVED AS TO FORM:

Patrick L. Dugan
Interim Finance Director, acting as
District Treasurer

Rosemary Larson
City Attorney, acting as District Attorney

FILED WITH ADMINISTRATIVE SERVICES: _____
PASSED BY THE TRANSPORTATION BENEFIT DISTRICT BOARD: _____
RESOLUTION NUMBER: _____

50-3



INTERLOCAL AGREEMENT

OF

CITIES INSURANCE ASSOCIATION

OF WASHINGTON

TABLE OF CONTENTS
FOR
INTERLOCAL AGREEMENT
CREATING THE
CITIES INSURANCE ASSOCIATION OF WASHINGTON

1.	Introduction	Page 1
2.	Recitals	1
3.	Agreement.....	1
3.1	Purpose of Agreement	1
3.2	Parties to Agreement	2
3.3	Term of Agreement	3
3.4	Creation of Association	3
3.5	Powers of the Association	4
3.6	Responsibilities of the Association	5
3.7	Responsibilities of Members	6
3.8	Board of Directors' Authority	7
3.9	Service Representative Relationship	9
3.10	Effective Date of Pooled Insurance Purchasing Program	10
3.11	Contingent Liability and Retroactive Assessments.....	10
3.12	New Members	11
3.13	Withdrawal	11
3.14	Cancellation	11

3.15	Effect of Withdrawal or Cancellation	11
3.16	Termination and Distribution	12
3.17	Notices	13
3.18	Amendment.....	13
3.19	Enforcement.....	13
3.20	Default and Remedies.....	13
3.21	No Waivers.....	14
3.22	Prohibition Against Assignment.....	14
3.23	Entire Agreement	14
3.24	Severability.....	15
3.25	Time	15
3.26	Section Headings	15
3.27	Governing Law	15
3.28	Counterpart Copies	15
4.	Execution	16

INTERLOCAL AGREEMENT CREATING THE
CITIES INSURANCE ASSOCIATION OF WASHINGTON

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington cities and towns or public entities listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").

2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations.

2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.

2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.*

This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Cities

Insurance Association of Washington (the "Association"), which shall be organized as a non-profit corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of cities and towns in the State of Washington organized and existing pursuant to Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Association shall, in exchange for the payment of annual assessments and retroactive assessments by the Regular Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Association including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional cities and towns organized and existing under Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Association may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

3.2 *Parties to Agreement.*

3.2.1 Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14, shall not affect this Agreement or such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 *Types of Memberships.*

There shall be two separate memberships in the Association. Regular Members shall be made up of cities and towns. Regular Members shall be owners of the corporation with full voting rights. Associate Members are Public Entities approved for special membership as per the By-Laws of the Association. Associate Members shall have no ownership in the corporation and shall have no vote in corporate matters.

3.3 *Term of Agreement.*

This Agreement shall become effective on September 1, 1988, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

3.4 *Creation of Association.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Association as a non-profit corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The initial Board of Directors shall serve until the first annual election of Board of Directors members, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. Associate Members shall be an associate of the corporation. The regulation and management of the affairs of the Association shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Association. The Association's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members or Associates in excess of the

requirement of each Member or Associate to compensate the Association or the insurance carrier with whom the Association has affected a transaction as authorized by this Agreement, for the individual Member's or Associate's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member or Associate shall not become the debts, obligations and liabilities of other Members or Associates except as provided by Section 3.11 of this Agreement.

- 3.4.3 The insurance afforded to each Member or Associate pursuant to this Agreement is limited to the insurance provided by any insurer of the Association and the coverages defined in the policies of insurance issued by any insurer of the Association. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Association is offered or afforded to any Member or Associate by execution of this Agreement.

3.5 *Powers of the Association.*

The Members and Associates hereby delegate to the Association the powers which are common to the Members or Associates and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

- 3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Association including the types and limits of the insurance coverage, the methodology to be used to allocate the Association's costs among Regular and Associate Members, and the amount of retroactive assessments to be paid by each Regular Member;
- 3.5.2 Make and enter into contracts;
- 3.5.3 Incur debts, liabilities or obligations;
- 3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

- 3.5.5 Sue and be sued, complain and defend, in its corporate name;
- 3.5.6 Hire employees and agents; and
- 3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Association shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

3.6 *Responsibilities of the Association.*

The Association shall have the following responsibilities:

- 3.6.1 Within 30 days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Association, the estimated annual assessment to be paid by each Member or Associate, and the methodology to be used to allocate the Association's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.
- 3.6.2 The Association will assist each Member's or Associate's risk manager, upon request, with the implementation of risk management programs.
- 3.6.3 The Association may provide loss prevention, safety, and consulting services to Members and Associates.
- 3.6.4 The Association will provide claims adjusting and subrogation services for claims covered by the Association's Joint Insurance Purchasing Pool.
- 3.6.5 The Association will provide loss analysis for the Members and Associates for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Association may conduct risk management audits to assess each Member's and Associate's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.*

Members shall have the following responsibilities:

3.7.1 The governing body of each Member or Associate shall designate in writing a representative who shall be authorized to exercise the Member's or Associate's voting rights with respect to the Association and to act on behalf of the Member or Associate with respect to all matters pertaining to the Association.

3.7.2 Each Member or Associate shall maintain its own set of records, as a loss log, on all categories of loss to ensure accuracy of the Association's loss reporting system and shall provide to the Association a written report of all potential claims or losses within 14 days after they become known to the Member or Associate.

3.7.3 Each Member or Associate shall pay to the Association when due all assessments and retroactive assessments established by the Association pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Association when due its share of any retroactive assessment established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.

3.7.4 Each Member or Associate shall provide the Association with such information or assistance as may be necessary for the Association to carry out the Joint Insurance Purchasing Pool.

3.7.5 Each Member or Associate shall comply with all By-Laws, resolutions, and policies by the Board of Directors and shall cooperate with the Association, and any insurer of the Association, in accomplishing the purposes of this Agreement.

3.7.6 Each Member or Associate shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Association shall be governed by a Board of Directors. The Board of Directors shall consist of ten members, to be selected from the Regular Membership. Beginning with the second election of members to the Board of Directors, the Regular Members of that Committee shall be selected as follows: the area served by the Association shall be divided into three geographic regions, with each region represented by a number of representatives assigned to the region based on the number of Regular Members from that region.

3.8.2 To ensure that consistent management is provided for the Association into the future, the initial Board of Directors members shall have terms of one, two or three years. After the initial election, all Board of Directors members will be elected for a three-year term. Those terms will provide that four of the ten committee members will be elected for full terms in two consecutive years and three of the regular committee members will be elected for full terms the third year.

3.8.3 The Board of Directors shall elect a Chair for each fiscal year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair.

3.8.4 Each member of the Board of Directors shall have one vote.

3.8.5 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.6 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Association. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursement of billings to individual Members and Associates for their proportionate charges, (3) payment and management of claims

sustained by Members or Associates of the Association and liaison with representatives acting on behalf of participating Members or Associates.

- 3.8.7 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.
- 3.8.8 Pool funds shall be administered by the Association Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Association funds shall be bonded to the Association in an amount established by the Board of Directors.
- 3.8.9 The Board of Directors will provide for an audit of the accounts and records of the Association. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Association and shall be considered as administrative costs.
- 3.8.10 Pursuant to the laws and regulations of the State of Washington, the Association elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.
- 3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from September 1 through August 31 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole: (1) beginning

and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associates. All payments due to the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.12 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than 30 days after the effective date of this Agreement.

3.8.13 Any vacancies on the Board of Directors that occur during a term of office shall be filled by an election of the Board of Directors by a simple majority vote. Any replacement shall fill out the unexpired term of the committee member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member or Associate of the Association shall designate a servicing representative to act on their behalf in liaison with the needs of the Association Administrator. Should a participating Member choose not to designate a local servicing representative, the Association shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Any fees to be paid the servicing representative by each Member or Associate will be established and paid by the Member or Associate.

3.9.3 Each Member and Associate agrees to indemnify and hold the Association, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes

of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's or Associate's servicing representative including a failure to communicate to or forward communications from the Association, the Association's Administrator or any Association insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member or Associate. A Member or Associate acts upon the advice and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.*

The Joint Insurance Purchasing Pool shall become effective on September 1, 1988 or upon execution of this Agreement by two or more Members, whichever occurs first.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Association in the event the assets or insurance of the Association are not sufficient to cover its liabilities. Any actual or projected deficits of the Association shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Association's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\begin{array}{l} \text{Member} \\ \text{Reassessment} \\ \text{Amount} \end{array} = \begin{array}{l} \text{(Liability Due and Not} \\ \text{Serviced By Current} \\ \text{Pool Assets) + (Required} \\ \text{Reserve Account)} \end{array} \times \begin{array}{l} \text{Member Contribution or} \\ \text{Assessments Since Inception} \\ \text{TOTAL OF ALL Assessments} \\ \text{or Contributions Since Inception} \end{array}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave

the Association and subsequently a deficiency exist in the period that the entity was a Regular Member of the Association, the city or town in question shall be assessed the amount that the Association is held liable for the period in question.

3.12 *New Members.*

Members admitted as Regular Members of the Association after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Association and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Associate new Members shall be determined by the Board of Directors.

3.13 *Withdrawal.*

Any Member or Associate may withdraw only at the end of the Association's fiscal year (August 31) and only after it has given the Association written notice prior to September 1 of the preceding calendar year of its decision to withdraw from this Agreement.

3.14 *Cancellation.*

The Association shall have the right to cancel any Member's or Associate's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member or Associate so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.*

Neither the withdrawal nor the cancellation of any Member or Associate shall cause the termination of this Agreement. No Member or Associate by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member or Associate to the Association or any Association insurer, or to any distribution of the Association's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any

assessments or retroactive assessments established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement that no assets of the Association shall be owned by Associate Members nor shall Associate Members be responsible for debts incurred by the Association other than insurance premiums, assessments and claim deductibles attributed to the Associate Member's membership.

3.16 *Termination and Distribution.*

3.16.1 *Termination.*

This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Association shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Association. The Board of Directors is vested with all powers of the Association during such winding up and liquidation, including the power to require Regular Members, including those Regular Members who withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

3.16.2 *Distribution.*

Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Association, all assets of the Association shall be distributed among the Regular

Members who were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.*

Notice to Members or Associates hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.*

This Agreement may be amended at any time by the approval of three-fourths of the Members present or voting at any meeting of the Members. All amendments shall be in writing. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members. If four-tenths of the Members present or voting at any meeting of the Members (called in accordance with Article 3 of the By-Laws) vote to repeal any amendment adopted by three-fourths of the whole Board of Directors, that amendment is deemed repealed.

3.19 *Enforcement.*

The Association is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or Associate or previous Member or Associate, the Member or Associate or previous Member or Associate agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.*

If any Member or Associate fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Association has given the Member or Associate written notice of such

failure, the Member or Associate shall be in default hereunder. Upon default, the Association may immediately cancel the Member's or Associate's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Association are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

3.21 *No Waivers.*

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.22 *Prohibition Against Assignment.*

No Member or Associate may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member or Associate reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Associate or Members or Associates upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member or Associate shall have any right, claim or title to any part, share, interest, fund premium or asset of the Association.

3.23 *Entire Agreement.*

This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.*

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.*

Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.*

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.*

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. Execution.

The parties have executed this Agreement by authorized officials thereof.

Name of City or Town or Public Entity

Mailing Address

Street Address (if different from above)

City

Zip

Phone

By _____
Signature of Authorized Official

(Print or Type Name)

Title

Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

**City of Lynnwood
Transportation Benefit District Board**

Item 60

**Special Meeting
January 10, 2011
6:00 P.M.**

TITLE: Election of TBD Board Vice President

DEPARTMENT: Public Works

DEPARTMENT CONTACT: Jeff Elekes and David Mach

BACKGROUND: At the July 12, 2010 TBD Board meeting, the TBD Board elected Board President Loren Simmonds and Board Vice President Stephanie Wright. Later in 2010, Board Vice President Stephanie Wright stepped down from her position after accepting a position on the Snohomish County Council. The TBD Board now has an opportunity to fill this vacant position.

Section 5.03 of the Charter states that "The Board shall include two or more officers...The officers of the Board shall be the President and Vice President. Additional officers may be provided for as approved by the Board....."

The roles and responsibilities of the TBD President are outlined in Section 5.04 of the Charter: "The President shall serve as the ceremonial head of the District and shall preside over all Board meetings. The President shall, subject to the control of the Board, exercise general supervision, direction, and control of the business and affairs of the District. On matters decided by the District, unless otherwise required under Interlocal Agreement or by this Charter, the signature of the President alone is sufficient to bind the District."

The roles and responsibilities of the TBD Vice President are outlined in Section 5.05 of the Charter: "The Vice President shall serve in the absence of the President as the ceremonial head of the District and shall preside over Board meetings in the President's absence and shall otherwise execute the President's powers and duties."

Other TBD Board Officers include Treasurer, which is the City's Finance Director (Section 5.06 of the Charter) and Attorney, which is the City Attorney (Section 5.07 of the Charter).

ACTION: Nominate and elect TBD Board Vice President.

ATTACHMENTS: None