AGENDA
City of Lynnwood
Transportation Benefit District (TBD) Board
Council Chambers, City Hall
19100 44th Avenue W, Lynnwood, WA, 98036

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

10 Call to Order
15 Roll Call
30 Approval of Minutes – Special Meeting November 29, 2010
40 Presentation and discussion of public outreach process regarding transportation
   needs, funding options, prioritization, etc.
50 Consideration, discussion, and possible action on Resolution #3 authorizing an
   interlocal agreement between the TBD and the Cities Insurance Association of
   Washington
60 Election of TBD Board Vice President
70 Adjournment
City of Lynnwood
Transportation Benefit District Board

Item 30

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

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

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

30. APPROVAL OF MINUTES

A. Special Meeting October 11, 2010

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

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

A. Public Hearing

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

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

Board President Simmonds solicited written materials. There were none.

Public Testimony and Comment:
B. Consideration, discussion, and possible action on said Ordinance.

Questions and Answers:

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

TBD Board Discussion:

_Motion made by Board Member Mark Smith, seconded by Board Member Cole, to approve TBD Ordinance #2, “AN ORDINANCE OF THE CITY OF LYNNWOOD TRANSPORTATION BENEFIT DISTRICT AUTHORIZING A VEHICLE LICENSE FEE AND AUTHORIZING CERTAIN PROJECTS TO BE FUNDED; AND PROVIDING FOR SEVERABILITY, ESTABLISHING AN EFFECTIVE DATE, AND PROVIDING FOR SUMMARY PUBLICATION.”_

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

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

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

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

_Upon a roll call vote the motion passed (6-1) with Board Member Jim Smith voting against the motion._

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

A. Interlocal between TBD and the City of Lynnwood
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
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
CITY OF
Lynnwood

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

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

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

Part II – TBD Funding Options

TBD Revenue Projections
The following are a few scenarios for both a vehicle licensing fee and sales tax increase for Lynnwood:

Vehicle Registration Fee funded TBD:
- $20 or less can be approved by Council
- As an option, fees $20 and less can go to a public vote
- Fees above $20 and up to $100 (maximum) must go to a public vote

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

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

Staff’s revenue estimates for a $100 TBD vehicle fee (maximum for public vote) are as follows:

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

Sales Tax funded TBD:
- All sales tax funded TBDs must go to a vote regardless of amount
- Sales tax funded TBDs are only allowed for 10 years
- Sales tax increases are limited to 0.2% (Lynnwood’s current sales tax rate is 9.5%)

Public Works staff has worked with Finance staff to determine potential revenue projections for a sales tax funded TBD (0.2% (maximum) sales tax increase). See table as follows:
<table>
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<tr>
<th>Year</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
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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.
Transportation Outreach Plan

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

1) Education

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

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

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

2) Planned Projects

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

3) Prioritization

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

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

4) Funding

The public should be informed of where their current tax dollars go and how Lynnwood’s transportation projects are currently funded. After they gain a better understanding of the significant transportation funding shortfall, they will be better equipped to provide constructive feedback as to how best to fund transportation projects.
Funding strategies should also be discussed. These strategies include using grant dollars to fund projects which typically score well in funding competitions and using local funds to fund projects which may not. Low scoring grant projects typically include:

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

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

- Transportation Impact Fees
- Transportation Benefit District – Vehicle registration fee
- Transportation Benefit District – Sales tax increase
- Levy Lid Lift
- Local Improvement Districts

**Schedule**

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

**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

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

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

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

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

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

Does the TBD Board support the methods identified for soliciting feedback?
## City of Lynnwood Six Year TIP 2011-2016

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## City of Lynnwood Six Year TIP 2011-2016

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<th>Project Total</th>
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## Transportation Projects - 20 Year List

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<th>Ending Cross Street</th>
<th>Project Description</th>
<th>BaseYrCost</th>
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<tbody>
<tr>
<td>1</td>
<td>36th Ave W Improvements</td>
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<td>164th St SW</td>
<td>Turn lanes, bike lanes, sidewalk</td>
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<td>AMB</td>
<td>5/6 lane bridge over I-5 (new connec</td>
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<td>184th St SW</td>
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<td>184th St SW</td>
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<td>33rd Ave W</td>
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<td>Beech Road Extension</td>
<td>AMP</td>
<td>Ash Way Underpass</td>
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<td>AMP</td>
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<td>AMP</td>
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<td>ECC, Transit Center, CC, Alderwood</td>
<td>Feasibility study for trolley (ECC to N)</td>
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<td>City-Wide</td>
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<td>Misc. planning documents</td>
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### Trif Capacity Projects Total: $166,864,616

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## Non-Motorized Improvements

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<th>Project Description</th>
<th>BaseYrCost</th>
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<td>20</td>
<td>Sidewalk and Walkway-ADA Ramps</td>
<td>City-Wide</td>
<td>City-Wide</td>
<td>Bring deficient locations into complia</td>
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<td>64</td>
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</tr>
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<td>SR 99</td>
<td>Interurban Trail</td>
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<td>68</td>
<td>66th Ave W</td>
<td>S City limit</td>
<td>208th St. SW</td>
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<td>69</td>
<td>60th Ave W/Scriber Lake Rd</td>
<td>196th St SW</td>
<td>208th St. SW</td>
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<td>70</td>
<td>62nd Ave W/165th Pl SW/64th Ave</td>
<td>Lunds Gulch</td>
<td>168th St. SW</td>
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<tr>
<td>71</td>
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<td>44th Ave W</td>
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<tr>
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<td>188th St SW</td>
<td>68th Ave W</td>
<td>SR 99</td>
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<td>193rd Pl SW/194th St SW/58th Ave</td>
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<td>52nd Ave W</td>
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<td>44th Ave W</td>
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<td>81</td>
<td>68th Ave W/Blue Ridge Dr</td>
<td>196th St SW</td>
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<td>82</td>
<td>60th Ave W</td>
<td>188th St SW</td>
<td>SR 99</td>
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<td>83</td>
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<td>176th St SW</td>
<td>188th St SW</td>
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<td>84</td>
<td>Scriber Creek Trail</td>
<td>Interurban Trail</td>
<td>Scriber Lake Park</td>
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<td>194th St SW</td>
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<td>Alderwood Mall Pkwy</td>
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<td>Olympic View</td>
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<tr>
<td>90</td>
<td>168th St/66th Ave/Meadowdale Rd</td>
<td>N Meadowdale Rd</td>
<td>Olympic View Dr</td>
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<td>176th St. SW</td>
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<td>48th Ave W</td>
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<td>192nd Pl SW</td>
<td>Bicycle project B40</td>
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</table>
## Transportation Projects - 20 Year List

<table>
<thead>
<tr>
<th>#</th>
<th>Project Title</th>
<th>Beginning Cross Street</th>
<th>Ending Cross Street</th>
<th>Project Description</th>
<th>Base Yr Cost</th>
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<td>94</td>
<td>172nd St SW</td>
<td>44th Ave W</td>
<td>36th St SW</td>
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<td>Olympic View</td>
<td>196th St SW</td>
<td>Bicycle project B1</td>
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<td>Spruce Rd</td>
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<td>Maple Rd</td>
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<td><strong>Non-Motorized Total</strong></td>
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<tr>
<td>100</td>
<td>Intersection Improvements</td>
<td>AMP</td>
<td>196th St SW</td>
<td>Add turn pockets and reconstruct sig</td>
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<td>61st Pl W</td>
<td>212th St SW</td>
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<td>103</td>
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<td>172nd St SW</td>
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<tr>
<td>104</td>
<td>Intersection Improvements</td>
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<td>180th St SW</td>
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<tr>
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<td>Intersection Improvements</td>
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<td>182nd St SW</td>
<td>Traffic signal</td>
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<tr>
<td>106</td>
<td>SR 99 Corridor Safety Program</td>
<td>164th St SW</td>
<td>218th St SW</td>
<td>Access management</td>
<td>$200,000</td>
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<td>107</td>
<td>Pedestrian Signal</td>
<td>SR 99</td>
<td>180th St SW</td>
<td>Pedestrian signal</td>
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<td>108</td>
<td>Traffic Signal Reconstruction</td>
<td>Scriber Lake Road</td>
<td>196th St SW</td>
<td>Periodic repair of traffic signals</td>
<td>$325,000</td>
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<tr>
<td>109</td>
<td>Neighborhood Traffic Calming</td>
<td>City-Wide</td>
<td>City-Wide</td>
<td>Misc. traffic calming projects</td>
<td>$600,000</td>
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<td></td>
<td><strong>Other Total</strong></td>
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<td></td>
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<td><strong>$6,249,000</strong></td>
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<td>110</td>
<td>Overlay</td>
<td>City-Wide</td>
<td>City-Wide</td>
<td>Pavement overlay</td>
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<td>111</td>
<td>Traffic Signal Rebuild</td>
<td>City-Wide</td>
<td>City-Wide</td>
<td>Fully reconstruct signal</td>
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<td>112</td>
<td>Sidewalk and Walkway - O &amp; M</td>
<td>City-Wide</td>
<td>City-Wide</td>
<td>Periodic repair of sidewalks</td>
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<td><strong>Operation and Maintenance Total</strong></td>
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<td>Traffic signal</td>
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<td>114</td>
<td>Intersection Improvements</td>
<td>40th Ave W</td>
<td>198th St SW</td>
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<tr>
<td>115</td>
<td>Intersection Improvements</td>
<td>AMP</td>
<td>Poplar Way</td>
<td>Traffic signal</td>
<td>$615,000</td>
</tr>
<tr>
<td>116</td>
<td>200th St SW Improvements</td>
<td>64th Ave W</td>
<td>48th Ave W</td>
<td>Add lanes</td>
<td>$7,172,000</td>
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<tr>
<td>117</td>
<td>19th St SW Improvements</td>
<td>Scriber Lake Road</td>
<td>48th Ave W</td>
<td>Add lanes</td>
<td>$15,911,815</td>
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<tr>
<td>118</td>
<td>40th Undercrossing of I-5</td>
<td>204th St SW/Larch</td>
<td>AMP/40th Ave W</td>
<td>New connection across I-5</td>
<td>$47,000,000</td>
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<tr>
<td>119</td>
<td>I-5/44th Ave W Interchange</td>
<td>I-5</td>
<td>44th Ave W</td>
<td>NB ramps and two braids</td>
<td>$150,000,000</td>
</tr>
<tr>
<td>120</td>
<td>NB I-5 Braided Ramps</td>
<td>196th St SW</td>
<td>I-405</td>
<td>One braided ramp</td>
<td>$50,000,000</td>
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<td></td>
<td><strong>Long Term/Non-Lynnwood Total</strong></td>
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<td></td>
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<td><strong>$271,928,815</strong></td>
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<td>121</td>
<td>City Center Minor Grid Improvements</td>
<td>Master Street Plan</td>
<td>Remainder of grid streets</td>
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<td>$75,717,000</td>
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<td></td>
<td><strong>City Center Minor Grid Total</strong></td>
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<td></td>
<td></td>
<td><strong>$75,717,000</strong></td>
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</table>

**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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
<th>Developer TrIF</th>
<th>City Share</th>
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<tr>
<td>1 Developer - TrIF Eligible</td>
<td>83,432,308</td>
<td>83,432,308</td>
<td>TBD 1st $20 Tab</td>
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<td>2 City - TrIF Share</td>
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<td>40,000,000</td>
<td>TBD Sales Tax</td>
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<tr>
<td>3 City - TrIF Share For Fee &lt; Max</td>
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<td>10,000,000</td>
<td>TBD Remaining $80 Tab</td>
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<tr>
<td>4 City - Non Motorized</td>
<td>1,498,662</td>
<td>1,498,662</td>
<td>Other (Note 1)</td>
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<tr>
<td>5 City - Non Motorized</td>
<td>5,994,647</td>
<td>5,069,030</td>
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</tr>
<tr>
<td>6 City - O&amp;M, Safety, or Existing Deficiencies</td>
<td>45,729,000</td>
<td>8,000,000</td>
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<tr>
<td>7 Contingency</td>
<td>3,345,383</td>
<td>27,729,000</td>
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<tr>
<td>Total</td>
<td>223,432,308</td>
<td>40,000,000</td>
<td>27,729,000</td>
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<tr>
<td>Annual Amount</td>
<td>11,171,615</td>
<td>4,171,615</td>
<td>1,600,000</td>
</tr>
</tbody>
</table>

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)
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.

**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
LYNNWOOD TRANSPORTATION BENEFIT DISTRICT

RESOLUTION NO. 3

A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, TRANSPORTATION BENEFIT DISTRICT APPROVING AN INTERLOCAL AGREEMENT WITH THE CITIES INSURANCE ASSOCIATION OF WASHINGTON, AUTHORIZING MEMBERSHIP, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in Ordinance No. 2837, the City Council of the City of Lynnwood established a Transportation Benefit District as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73, for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, the Board of the City of Lynnwood Transportation Benefit District desires to obtain insurance coverage for the District; and

WHEREAS, the Cities Insurance Association of Washington (CIAW) is authorized to develop and administer a program which provides an opportunity for members to jointly pool and self-insure their liability losses, jointly purchase property insurance and excess reinsurance, and jointly utilize administrative and other services; and

WHEREAS, the Board of the City of Lynnwood Transportation Benefit District has been provided with an opportunity to review the Interlocal Agreement with the CIAW;

NOW, THEREFORE,

THE BOARD OF THE CITY OF LYNNWOOD, WASHINGTON, TRANSPORTATION BENEFIT DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

The Board of the City of Lynnwood Transportation Benefit District hereby approves the Interlocal Agreement with the CIAW, authorizes the Board President to sign any related documentation, and hereby agrees to become a member of the CIAW commencing March 1, 2011.
PASSED this 10th day of January, 2011 and signed in authentication of its passage this
_________ day of ___________________, 2011.

____________________________________________________________________
Loren Simmonds
TBD President

ATTEST:

____________________________________________________________________
APPROVED AS TO FORM:

____________________________________________________________________
Rosemary Larson
City Attorney, acting as District Attorney

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

FILED WITH ADMINISTRATIVE SERVICES: __________

PASSED BY THE TRANSPORTATION BENEFIT DISTRICT BOARD: __________

RESOLUTION NUMBER: ___________
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:

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

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
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