

BAINBRIDGE ISLAND  
TRANSPORTATION BENEFIT DISTRICT

SPECIAL MEETING  
TUESDAY, APRIL 28, 2015  
(FOLLOWING ADJOURNMENT OF THE CITY COUNCIL MEETING)

LOCATION: BAINBRIDGE ISLAND CITY HALL  
280 MADISON AVENUE NORTH, BAINBRIDGE ISLAND, WASHINGTON

AGENDA

1. **CALL TO ORDER / ROLL CALL**
2. **ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
3. **PRESENTATION**
  - A. **PRESENTATION**

**Documents:** [TBD 042815 Presentation.pdf](#), [TBD 042815 101012 TBD Resolution 2012-02.pdf](#)

4. **CONSENT AGENDA**
  - A. **TBD MEETING MINUTES - SEPTEMBER 9, 2014**

**Documents:** [TBD 042815 TBDMIN 090914 Draft.pdf](#)

- B. **TBD MEETING MINUTES - DECEMBER 9, 2014**

**Documents:** [TBD 042815 TBDMIN 120914 Draft.pdf](#)

5. **ADJOURNMENT**

Times listed on the agenda are approximate. Public comment may be limited to allow time for Board to deliberate.

Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations, please contact the City Clerk at 206-842-2545 ([cityclerk@bainbridgewa.gov](mailto:cityclerk@bainbridgewa.gov)) by noon on the day preceding the meeting.

# TRANSPORTATION BENEFIT DISTRICT

April 28, 2015

# TBD Board Meeting

## Tonight's discussion goals

- Review 2014 activities
- Review 2015 spending plan
- Discuss Interlocal Agreement (ILA) with the City of Bainbridge Island

# TBD Board Meeting

## 2014 Financial Review - Revenue

<b>Category</b>	<b>Amount</b>	<b>Comment</b>
Annual Revenue	\$391,300	2014 was first full year of revenue collection

- 2013 revenue was \$121,000 (partial year only)

# TBD Board Meeting

## 2014 Financial Review - Expenditure

<b>Item</b>	<b>Amount</b>	<b>Comment</b>
Insurance	\$2,500	Annual cost
Approved project spending	\$150,000	Qualifying roads projects
Approved project spending	\$100,000	Right of Way acquisition
Staff expense	4,100	Based on ILA and City staff time

# TBD Board Meeting

## 2014 Financial Review – Final Fund Balance

- Year end fund balance: \$254,000

# TBD Board Meeting

## 2015 Financial Preview

- Revenue received monthly and accounted for in a separate fund.
- City Council included \$300,000 in contribution from TBD funds to City roads programs.
- TBD board approval for spending plan required.

# TBD Board Meeting

## Interlocal Agreement

- City and TBD have agreement for staff support of TBD activities.
- The current ILA calls for the City to charge administrative staff time to the TBD.
  - In 2014, administrative staff costs were approximately \$4,000

# TBD Board Meeting

## Interlocal Agreement

Option: update ILA to narrow City activities eligible for TBD support

- Amend Section 4.a, stating that City staff support shall be a contribution of the City in consideration of benefits derived by the City.
- City contributes overhead, such as utilities and equipment
- City contributes administrative staff support, such as accounting, legal advice and clerking
- TBD pays direct project costs and insurance

# TBD Board Meeting

## Interlocal Agreement

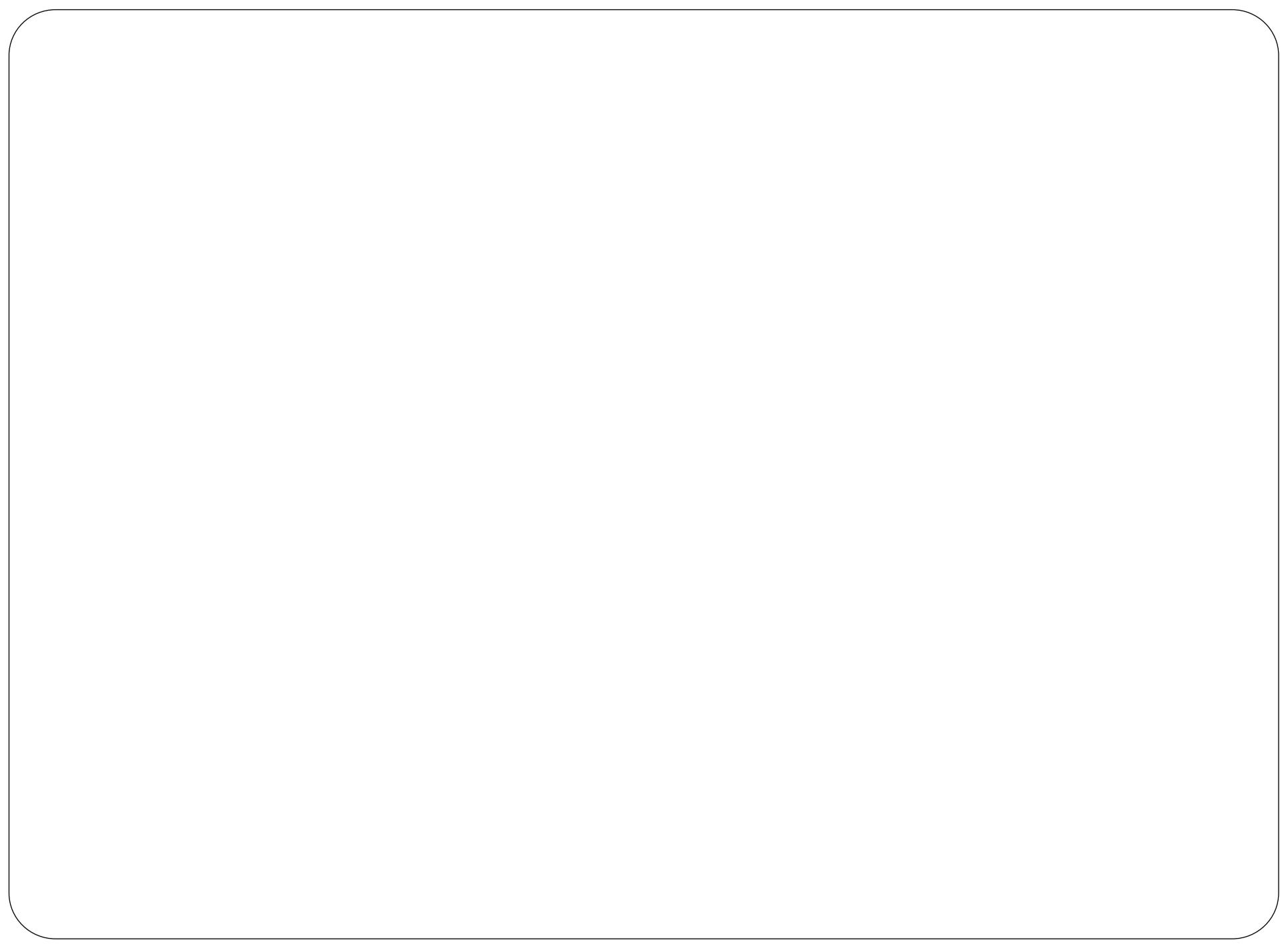
Option: leave as currently written

- City contributes overhead such as utilities and equipment
- TBD pays for administrative staff support, such as accounting, legal advice and clerking
- TBD pays for qualifying direct project costs and insurance

# TBD Board Meeting

## Next scheduled meeting

- June 9, 2015
  - Spending plan
  - Agenda items as suggested by board





**TBD RESOLUTION NO. 2012- 02**

**A RESOLUTION** of the Bainbridge Island Transportation Benefit District approving an Interlocal Agreement between the Bainbridge Island Transportation Benefit District and the City of Bainbridge Island.

**WHEREAS**, the City of Bainbridge Island (the “City”) established a Transportation Benefit District as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73; and

**WHEREAS**, the Bainbridge Island Transportation Benefit District (the “District”) finds that, rather than employing separate staff, it would be more efficient to use the services of employees of the City to provide staff support services to the District; now, therefore,

**THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT DOES RESOLVE AS FOLLOWS:**

Section 1. The Interlocal Agreement between the City of Bainbridge Island and the Bainbridge Island Transportation Benefit District, in the form attached as Exhibit A, is approved and the District Chair is authorized to sign it.

PASSED by the Bainbridge Island Transportation Benefit District this \_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED by the Chair this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST/AUTHENTICATE:

By: \_\_\_\_\_  
Rosalind D. Lassoff  
City of Bainbridge Island City Clerk

FILED WITH THE CITY OF BAINBRIDGE ISLAND CITY CLERK: October 4, 2012  
PASSED BY THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT:  
TBD RESOLUTION NO. 2012 -02

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE  
BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT**

This Interlocal Agreement (this “Agreement”) is entered into on \_\_\_\_\_, 2012 by and between the City of Bainbridge Island (the “City”) and the Bainbridge Island Transportation Benefit District (the “District”).

**WHEREAS**, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

**WHEREAS**, the City is empowered to operate, maintain, construct and reconstruct, public street infrastructure within its city limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

**WHEREAS**, pursuant to Ordinance No. 2012-14, the City established the District on August 22, 2012 and authorized funding for any purpose allowed by law including to operate the District and to make transportation improvements consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW; and

**WHEREAS**, the City and the District desire to better coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to fulfill the intent of Ordinance No. 2012-14; and

**NOW, THEREFORE**, the City and the District mutually agree as follows:

**1. Purpose and Interpretation.** The City is empowered by Title 35A to construct, reconstruct, maintain and preserve City streets and other related public infrastructure either by contract or through the use of City staff. The District has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the city limits of the City. The District has no employees and its officers are either City Council Members serving in an ex officio capacity or City employees designated to serve under the provisions of state law. In order to make the most efficient use of public monies, to avoid duplication of effort and to coordinate their efforts, the parties have entered into this Agreement. In the event of ambiguity or the need for guidance arises, this Agreement shall be interpreted in accordance with Chapter 36.73 RCW, Chapter 12.29 of the Bainbridge Island Municipal Code and the provisions of the Governmental Accounting Act and RCW 43.09.210 as the same exists or shall hereafter be amended. In the event that any provision of this Agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this Agreement shall remain in full force and effect.

**2. Obligations of the District.** In accordance with the requirements of Chapter 36.73 RCW, and Chapter 12.29 of the Bainbridge Island Municipal Code, and the District's resolutions, the District agrees to:

a. Provide to the City all funding received from any and all lawful sources with the District in its sole discretion may levy for the purpose of completing the District's authorized projects.

b. Continue the annual provision of funding for the projects approved by the District, so long as the District remains in existence. Such funding shall be in accordance with and limited by Chapter 12.29 of the Bainbridge Island Municipal Code and Chapter 36.73 RCW. By way of illustration and not limitation:

(i) Develop an annual work plan and designate projects within its jurisdiction for funding.

(iii) Pursuant to a material change policy adopted pursuant to the requirements of RCW 36.73.160(1), the District shall consider at a minimum the impacts and appropriate remedies if transportation improvements contained in its annual plan exceed its original cost by more than 20%. The obligations of this Agreement shall be interpreted and applied in a manner consistent with adopted policy.

**3. Undertakings of the City.** The City shall:

a. Provide all staff and necessary related support to the District. The costs of such support shall be accounted for as part of the City's annual report. The District's funding shall first be applied to the reasonable charges incurred in establishing and staffing the District. Annual services provided may include the services provided by the City Attorney, the City Clerk or Deputy City Clerk when serving as the Clerk of the District, the City's Finance Director when serving as its Treasurer, and other employees of the City that serve the District and any associated costs, including but not limited to the preparation of an annual work plan, reporting, advertising, design, contracting, construction management, accounting, and any and all other actual charges or City/District agreed upon percentage of charges associated with the proper application of District funding in accordance with law. In consideration of the benefits derived by the City, overhead charges such as utilities, information technology, office supplies, and equipment shall be a contribution of the City to the parties' joint goals and objectives and need not be directly charged back to the District.

b. Maintain for the period established by the State Archivist retention schedule, financial records, kept in accordance with generally accepted accounting practice and governmental accounting requirements, as necessary to document that any and all funding received through the District is used only for the projects authorized in accordance with law.

c. Immediately alert the District of any material changes in scope, schedule or cost increases of 20% or greater to improvements funded in part or whole with District funds.

d. Utilize funding provided for projects shown on the District's annual work plan in accordance with the District's material change plan and law.

3. Prepare an annual report of the District.

**4. Ownership.** Streets and related transportation infrastructure preserved and maintained with District funds are and shall remain the property of the City. No joint property ownership is contemplated under the terms of this Agreement.

**5. No Joint Board.** No provision is made for a joint board. The District shall exercise its function in accordance with Chapter 12.29 of the Bainbridge Island Municipal Code, using staff as provided by the City pursuant to law and this Agreement.

**6. Insurance; Indemnity.** The parties agree to participate in the Washington Cities Insurance Authority (WCIA) insurance pool in accord with their respective interlocal agreements with WCIA. The original charge or premium for the District will be borne by the City as a cost to be covered under Section 3 and shall be paid for with funds received from or through the District. In the event that either or both cease to participate in the WCIA pool, the party or parties agree to obtain comparable coverage.

Each party agrees to indemnify and hold harmless the other party, its officers, agents and employees from any claim, loss or liability arising from or out of the other party's negligent, tortious or illegal actions under this Agreement.

**7. Termination.** This Agreement may be terminated by either party upon the provision of one hundred eighty (180) calendar days' notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by the City within such period following notice by either party.

Unless sooner terminated by either party, this Agreement shall expire on the date when the District is automatically dissolved in accordance with the provisions of 36.73 RCW and Chapter 12.29 of the Bainbridge Island Municipal Code, as the same exists or is hereafter amended.

**8. Governing Law.**

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

**9. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**10. Filing with County Auditor.**

The City Clerk of the City of Bainbridge Island shall file and record a copy of this Agreement with the Kitsap County Auditor's Office immediately following the mutual execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND TRANSPORTATION  
BENEFIT DISTRICT

\_\_\_\_\_  
Morgan Smith, Interim City Manager

\_\_\_\_\_  
District Chair

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE  
BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT**

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CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND TRANSPORTATION  
BENEFIT DISTRICT

\_\_\_\_\_  
Morgan Smith, Interim City Manager

\_\_\_\_\_  
\_\_\_\_\_, District Chair



ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL
2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
3. NEW BUSINESS
  - A. ESTABLISHING A SPENDING PLAN FOR 2015
4. CONSENT AGENDA
  - A. SPECIAL TBD MEETING MINUTES, MARCH 10, 2014
  - B. REGULAR TBD MEETING MINUTES, JUNE 9, 2014
5. ADJOURNMENT

**1. CALL TO ORDER / ROLL CALL 8:52:0:1 PM**

Chair Ward called the special meeting to order at 8:52 pm. A quorum was present consisting of Boardmembers Blair Blossom, Bonkowski, Roth, Tollefson, Townsend and Ward. Rosalind Lassoff monitored the recording of the meeting and prepared the minutes.

**2. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE**

*Boardmember Blair made a motion to accept the agenda as presented which was seconded by Boardmember Roth and unanimously approved 7-0.*

There were no conflict of interested disclosed.

**3. NEW BUSINESS**

**A. ESTABLISHING A SPENDING PLAN FOR 2015 8:52 PM**

Finance Director Schroer presented financial information via a PowerPoint presentation. She explained additional revenue of approximately \$100,000 was expected through the end of the year bringing an estimated total revenue expected for 2014 to around \$364,000. She noted the board approved \$250,000 in spending in 2014 (\$150,000 towards Annual Road Preservation and \$100,000 for Right-of-Way Acquisition). She added the 2015-2016 spending plan includes \$300,000 in Transportation Benefit District contributions each year for the City's Capital Facilities Plan and requested confirmation from the Board on this approach. The Board discussed funding scenarios.

9:06 PM **MOTION:** *I move that we commit \$300,000 a year for the years 2015 and 2016 as outlined by Ellen.*

**TOLLEFSON/BONKOWSKI** – Motion carried 7-0.

**MOTION:** *I move we ask the City to investigate the Non-Motorized Core 40 involving the Non-Motorized Committee as well as evaluate the potential bonding opportunities there are for the Transportation Benefit District.*

**BONKOWSKI/TOLLEFSON**

*Boardmember Blair made a friendly amendment that the Non-Motorized Advisory Committee work on developing non-motorized projects and updating their plan with regard to road and trail improvements which was accepted by Boardmember Bonkowski. The motion carried 7-0.*

**4. CONSENT AGENDA 9:10 PM**

**A. SPECIAL TBD MEETING MINUTES, MARCH 10, 2014**

**B. REGULAR TBD MEETING MINUTES, JUNE 9, 2014**

**MOTION:** *I move we accept the meeting minutes for the two meetings – March 10 and June 9 in our packet.*

**ROTH/BLAIR** – Motion carried 7-0.

**5. ADJOURNMENT**

Chair Ward adjourned the meeting 9:11 PM.

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Sarah Blossom, Chair

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Rosalind D. Lassoff



ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL
2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
3. NEW BUSINESS
  - C. ELECT CHAIR FOR 2015 [MOVED UP]
  - A. TREASURER'S REPORT
  - B. TBD RESOLUTION NO. 2014-04, APPROVING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT AND CITY OF BAINBRIDGE ISLAND
4. ADJOURNMENT

**1. CALL TO ORDER / ROLL CALL 9:14 PM**

Interim Chair Blair called the special meeting to order at 9:14 pm. A quorum was present consisting of Boardmembers Blair, Blossom, Bonkowski, Roth, Tollefson and Townsend. Rosalind Lassoff monitored the recording of the meeting and prepared the minutes.

**2. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE 9:15 PM**

Interim Chair Blair suggested the election of a chair be moved up in the agenda.

***MOTION:** I move we accept the agenda as modified.*

***BONKOWSKI/ROTH** – Motion carried 6-0.*

There were no conflicts of interest disclosed.

**3. NEW BUSINESS**

**C. ELECTION OF THE CHAIR FOR 2015 [MOVED UP] 9:16 PM**

***MOTION:** I move we elect Sarah Blossom as the Chair of the Transportation Benefit District (TBD).*

***BONKOWSKI/ROTH** – Motion carried 6-0.*

**A. TREASURER'S REPORT 9:17 PM**

Finance Director Schroer presented financial information via a PowerPoint presentation. She explained additional revenue of approximately \$25,000 was expected through the end of the year bringing an estimated total revenue expected for 2014 to around \$390,000 for a total balance in the fund just over \$480,000 (of which \$250,000 has been appropriated).

**B. TBD RESOLUTION NO. 2014-04, APPROVING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT AND CITY OF BAINBRIDGE 9:18 PM**

Finance Director Schroer explained staff has reviewed the Interlocal Agreement between the City and the TBD which currently calls for the City to track staff time and charge this cost against TBD revenues. She recalled that was not the intention of the Board that she heard in previous meetings and that the Board preferred TBD revenues to go solely to design or construction of projects rather than to City staff time.

***MOTION:** I would move that we dedicate all the TBD revenues to design or construction rather than staff.*

***BONKOWSKI/TOWNSEND***

*Following brief comments, Boardmember Bonkowski's motion to adopt Resolution No. 2014-04 failed (Favor: Blossom, Bonkowski, Townsend; Against: Blair, Tollefson; Abstained: Roth).*

**4. ADJOURNMENT 9:31 PM**

Chair Blair adjourned the meeting at 9:3 PM.

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Sarah Blossom, Chair

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Rosalind D. Lassoff