

## Sunset Empire Transportation District BOARD OF COMMISSIONERS

ELECTRONIC BOARD MEETING AGENDA
THURSDAY JUNE 25, 2020
9:00 AM

https://us02web.zoom.us/j/83544514840

#### **AGENDA:**

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. CHANGES TO AGENDA
- 4. PUBLIC COMMENT (3-minute limit)
- 5. APPROVAL OF BOARD MEETING MINUTES
- 6. REPORTS FROM CHAIR AND COMMISSIONERS
- 7. FINANCIAL REPORTS
- 8. OLD BUSINESS
- 9. NEW BUSINESS
  - a. 2020-2021 Budget Hearing
  - b. ODOT Agreement #34220
  - c. Letter of Support for City of Warrenton
  - d. Resolution 2020-4 Board Statement
- 10. CORRESPONDENCE
- 11. EXECUTIVE DIRECTOR REPORT
- 12. LEADERSHIP TEAM REPORTS
- 13. OTHER ITEMS



## Sunset Empire Transportation District Board of Commissioners DRAFT Minutes for the May 28, 2020 Electronic Board Meeting

Commissioner Withers commented that he had not received the original email with log in on the date sent and suggested that a response is received back to verify that the email was received.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE- Chair Debbie Boothe-Schmidt called the electronic zoom meeting to order at 9:00 AM.

#### 2. ROLL CALL:

Present: Chair Debbie Boothe-Schmidt, Vice Chair Tamara Taylor, Secretary Treasurer Tracy MacDonald, Commissioner Pamela Alegria, Commissioner Charles Withers and Commissioner Diana Nino. Commissioner Kevin Widener excused

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker, Human Resources Sue Farmer, Mobility Manager Jason Jones and Transportation Options Specialist Kathy Kleczek

3. CHANGES TO AGENDA- Executive Director Hazen requested that he be allowed to add an item to the agenda later in the meeting.

Commissioner Withers moved to accept the agenda and allow an addition later in the meeting as Executive Director Hazen had requested

Commissioner MacDonald seconded the motion

Discussion- None

Voting aye: Commissioner's Withers, Alegria, MacDonald, Taylor, Boothe-Schmidt, and Nino.

Voting no: None

Motion passed unanimously

- 4. PUBLIC COMMENT (3 minutes)- None
- 5. APPROVAL OF THE APRIL 23, 2020 BOARD MEETING

Commissioner MacDonald moved to approve the April 23, 2020 Board minutes.

Commissioner Nino seconded the motion

Discussion- Commissioner Alegria noted spelling correction

Voting Aye: Commissioner's Withers, Alegria, MacDonald, Taylor, Nino and Boothe-Schmidt

Voting No: None

Motion passed unanimously

#### 6. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Commissioner Taylor- Nothing to report
- b. Commissioner MacDonald- Nothing to report
- c. Commissioner Alegria- Nothing to report
- d. Commissioner Withers- Nothing to report
- e. Commissioner Nino- Commended staff for their goodwill and good energy during these times.
- f. Chair Boothe-Schmidt-Commended the drivers for keeping the buses on the road.

#### 7. FINANCIAL REPORTS-

Financial Officer Tracy Lofstrom presented the April 2020 Financial and Exception Report. There were no changes or corrections made to the report following review.

Commissioner Alegria moved to accept the April 2020 Financial Report as presented Commissioner MacDonald seconded the motion

Discussion-None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria Voting No- None

#### 8. OLD BUSINESS-

a. Executive Director Performance- Human Resources Officer, Sue Farmer reviewed the Executive Director Evaluation process and results. Sue reported that the Evaluation Committee collected evaluations from Board members, select District employees and a self-evaluation from Jeff. The committee developed a Evaluation Summary that was read at the April meeting and are asking that the evaluation be approved and signed by the Board Chair. Commissioner Withers said he had not received a copy of the Executive Director's self-evaluation. Char Boothe-Schmidt stated that Hazen's self-evaluation was not included in the Board Pack but said that the committee thought that Hazen had evaluated himself on the low side.

Commissioner MacDonald moved to adopt Executive Director Hazen's Performance Evaluation and have Chair Boothe-Schmidt sign

Commissioner Nino seconded the motion

Discussion- Commissioner Nino asked what scale was used on the overall rating. Sue said it was one to five. Commissioner Nino requested that the scale be included with the evaluation. Commissioner Alegria commented that Goal #2 seems like a lot to do before next March. Executive Director Hazen said some policies are already completed and he is sure the rest could be completed by next March. Commissioner Alegria asked if there could be a procedure for the Executive Director Evaluation. Executive Director Hazen there is a Board Policy for the evaluation, however it is his choice if his evaluation is held in Executive Session or not. Hazen said he thought the Board had approved a procedure last year and would check on that. Commissioner Taylor said that she does hope people realize that we did think about what Jeff has done and the positive program we are offering to our County. Chair Boothe-Schmidt said the committee asked Sue to send out evaluation forms to several staff and management leaders. We did not just take what we see Jeff doing. We took how employees see Jeff, the Boards evaluations, how Jeff is as a leader and took it all into consideration. Commissioner Nino asked if all employees were given the evaluation forms. Chair Boothe-Schmidt said that we had Sue pick employees here and there. Commissioner Nino said she wished it was more open and not handpicked. Chair Boothe-Schmidt said a lot of businesses do not allow employee input and it would be hard for the Board to select employees since they don't know them all. Commissioner Nino suggested that next year there could be random picking of employees not hand-picking. Commissioner Taylor said that there were some very honest comments from the staff and when dealing with staff on a normal basis the return on evaluations is about 25% and I think we did that. Commissioner Withers said he thought it was a thorough investigation and done fairly. Commissioner Taylor commented that Jeff gave himself low scores that he did not deserve. Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria Voting No- None

Motion passed unanimously

b. Executive Director Compensation- Sue Farmer reported that she had prepared a compensation and benefits study which included 6 different similar districts. The 3.52% increase brings Executive Director Hazen's salary to \$95,500 beginning July 1, 2020, (current \$92,250 x 3.25% = \$95,500). Sue said the Board did a thorough evaluation and Jeff is not in the high category of the average salaries for Districts of similar size.

Commissioner Taylor moved to approve the Evaluation Committee's recommendation to increase Executive Director Hazen's wage by 3.25% and to begin on July 1, 2020.

Commissioner MacDonald seconded the motion

Discussion- Commissioner Nino asked how often are the rates on the Executive Directors compensation evaluated? Chair Boothe-Schmidt said once a year during evaluation and added that the Executive Director does not receive a cost of living raise. Commissioner Taylor stated

that Jeff is one of the lower paid transit directors and the work he has done has made Sunset Empire Transportation District one of the best in the state. Our cost to have him is taken care of with this increase. Commissioner MacDonald said we are getting a bargain for the price. Commissioner Alegria agreed with the 3.25 % increase and said Jeff has done an excellent job especially with the Covid 19, but I would like to see a breakdown of his salary before and what it will be after the increase. Chair Boothe-Schmidt said we will have that added to the minutes. Chair Boothe Schmidt said she thought this was a very fair increase to Jeff's wages. Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria Voting No- None Motion passed unanimously

- c. Executive Director Vacation Carryover- Executive Director Hazen reported that he took time off last week and this week as vacation so he will no longer have any need to carry over vacation time.
- d. Fares- Executive Director Hazen reported that the Board temporarily suspended fares through the end of May but as part of the reopening process staff would like to extend fare suspension until June 30<sup>th</sup> and schedule opening the Seaside Office and the Astoria Transit Centers on June 29<sup>th</sup>. Hazen said that staff will be discussing the reduction in the number of chairs in the waiting areas so that riders purchase their tickets and will be on their way. Commissioner Nino said one of the reasons we suspended fare was to protect the employees from handling money so will we continue measures to protect them. Hazen said employees will continue to wear masks and gloves which are provided to all employees.

Commissioner MacDonald moved to approve continuing the suspension of fares until June 30, 2020.

Commissioner Taylor seconded the motion

Discussion- Commissioner Boothe-Schmidt asked if this will give riders time to purchase their monthly passes. Hazen said yes it would.

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria Voting No- None

Motion passed unanimously

#### 9. NEW BUSINESS

a. Transit Center/Office Operation- Executive Director Hazen explained that we have very little traffic in the Transit Center and Office on the weekend and receive very few calls which is partially due to the Transit Ap and the ability for riders to purchase the NW Point tickets on line. The cost to staff the Seaside Transit Office and the Astoria Transit Center on weekends is about \$55,000 per year plus security costs. Hazen said staff is proposing that we reopen the Transit Center and Transit Office weekdays only. Driver Supervisors will cover any weekend calls that come in.

Commissioner Taylor moved to accept closure of weekend service and the Transit offices reopening to a 5-day a week operation

Commissioner Nino seconded the motion

Discussion-Commissioner Nino asked if this would be open ended with a possibility of reopening on weekends in the future? Executive Director Hazen said that if we hear from the public that there is a need for weekend service again, we can evaluate that and bring that back to the Board. Commissioner Withers requested that we get this information out well in advance. Commissioner Alegria said she disagrees with closing the Transit Center and Transit Office on weekends and maybe we could have a security guard if we have to close the office. Commissioner Alegria sait it is our obligation to keep the Transit Center and Transit Office open 7 days a week and at least do it until the pandemic has changed. Alegria said she thinks it is her duty as Board member to keep the Transit Center and Transit Office open 7 days a week. Commissioner Nino asked if it is possible to keep Astoria Transit Center open but not the Seaside Office. Hazen said it would be difficult to hire security because the company we used has taken on another large contract. Hazen said there are no other security companies available anywhere near.

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor and Boothe-Schmidt

Voting No- Commissioner Alegria Motion passed: 5 Aye 1 No

b. ODOT Grant Agreement #34209 Approval- Executive Director Hazen explained that this agreement is for the CARES Act funding that Congress approved, and the President signed on March 27th. This grant is for \$501,222 and requires no match. Hazen reviewed the application that was submitted. Commissioner Withers asked if we will be able to continue to have the option of attending Board meetings electronically as it is more convenient and accessible for many reasons. Executive Director Hazen this is something we have been preparing for.

Commissioner Nino moved to approve Grant Agreement #34209 and have the Board Chair sign.

Commissioner Withers seconded the motion

Discussion-None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria Voting No- None

Motion passed unanimously

- c. Supplemental Budget- Resolution 2020-01-Executive Director Hazen explained that upon approval of Grant #34209 a Supplemental Budget is required. Hazen reviewed the proposed supplemental budget and recommended approval of Resolution 2020-01, adopting the supplemental budget for Fiscal year 2019-2020. Chair Boothe-Schmidt read Resolution 2020-01.
  Commissioner Boothe-Schmidt, Nino, Withers, MacDonald, Taylor and Alegria approved by roll call vote.
- 10. CORRESPONDENCE- Executive Director Hazen shared positive comments that were on google.
- 11. EXECUTIVE DIRECTOR REPORT- Executive Director reviewed details of his report.
- 12. LEADERSHIP TEAM REPORTS-
- 13. PUBLIC COMMENT (3 minutes)- None
- 14. OTHER ITEMS- Commissioner Withers asked if he could get his SETD ID for riding the bus.

Meeting was adjourned 11:54 AM	Mary Parker, Recording Secretary
Secretary/Treasurer	Date
Tracy MacDonald	

An audio recording of this meeting is available by contacting Mary Parker at mary@ridethebus.org

#### **Sunset Empire Transportation District**

#### **MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT**

#### For the June 2020 Board of Commissioner's Meeting

NOTE on Reviewing Financials: Month 11 = 91.6% of Fiscal Year Budget\*

#### **Preliminary General Fund Profit and Loss**

The District's General Fund Total Year to Date (YTD) Income was \$3,423,141 (\$597,193 more than budget), 93% of annual budget and 121.1% of monthly budget. YTD Total Materials & Services was \$820,069 (\$214,624 less than budget), 71% of annual budget and 79.2% of monthly budget.

#### Revenue

- 4000 Fares: Revenues for the month were \$2,842; \$17,158 less than monthly budget and \$44,880 less than budget YTD. This is due to SETD running fare free and no cruise ship income.
- 4015 Paratransit Fares: Revenues for the month were \$515; \$3,985 less than monthly budget and \$4,519 more YTD.
- 4090 Donations/Commissions: \$213 was received for May. Under budget YTD by \$1,479.
- 4100 Contract Service-IGA: Under budget for the month \$1,796 and over budget YTD \$9,774.
- 4200 Taxes: \$5,554 property taxes received in May. Over budget YTD \$19,715.
- 4250 Timber Sales: \$67,245 was received. \$14,899 less than budget. YTD under budget \$139,092.
- 4272 Parking: All spaces are rented. No income received due to no invoices sent out.
- 4300 Interest: May interest received was \$837. Over budget YTD \$3,082.
- 5000 Grants: Q3 reimbursements sent out. Received reimbursement for our 5311 grant in the amount of \$129,762. The other reimbursements will follow. Also, sent for reimbursement for 3 new buses in the amount of \$430,147.

#### Expense

- 6005 Salaries & Wages: Over budget for the month \$24,720. Under budget YTD by \$189,403.
- 7000 VET Provider Payments: Rides for the month of May totaled \$127.
- 8024 Building Lease: The storage units are being billed to this account as well as the Seaside Transit Office.
- 8053 IGA Dues and Fees: \$3,000 for 4<sup>th</sup> Quarter NWOTA fees.
- 8090 Legal Ads: \$176 for advertising Budget Meeting.
- 8095 Legal Council: \$1,395 over budget for May. Under budget YTD \$6,362.

<sup>\*&</sup>lt;u>Disclaimer:</u> The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg. Grounds and Maintenance are more consistent on a monthly basis and can be used to gauge against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

#### **Sunset Empire Transportation District**

#### **MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT**

#### For the June 2020 Board of Commissioner's Meeting

#### SETD Expense con't

- 8130 Payroll Processing Fees: Over budget by \$6,230 YTD. This will be over budget as we were expecting to be using a different SW program which would have eliminated PR processing fees.
- 8155 Telephone/Internet Service: June bill was paid on 5/31 in the amount of \$2,953.
- 8170 Vehicle Maintenance: Under budget by \$13,991 for the month and under budget YTD \$18,638...
- END
  - \*\* Fuel under budget YTD \$147,896. Materials & Services are under budget for the month by \$53,687 and under budget \$214,624 for the year.

Follow up items:		

<sup>\*&</sup>lt;u>Disclaimer:</u> The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg. Grounds and Maintenance are more consistent on a monthly basis and can be used to gauge against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

# Sunset Empire Transportation District Profit & Loss Budget Performance May 2020

	May 20	Budget	YTD Actual	YTD Budget	YTD Buget to YTD Actual	Annual Budget	YTD Actual to Budget
Ordinary Income/Expense					Better		
Income					Worse		
4000 FARES	2,842.38	20,000.00	164,320.05	209,200.00	(44,879.95)	239,200.00	
4015 PARATRANSIT FARES	515.00	4,500.00	50,819.00	46,300.00	4,519.00	50,800.00	100%
4090 DONATIONS/COMMISSIONS	212.53	1,160.00	9,161.37	10,640.00	(1,478.63)	11,500.00	80%
4100 CONTRACTED SERVICES-IGA	3,204.00	5,000.00	56,773.80	47,000.00	9,773.80	52,000.00	109%
4200 TAXES							
4205 PROPERTY TAXES	4,252.15	4,500.00	967,412.92	949,000.00	18,412.92	970,000.00	
<b>4207 PRIOR YR PROPERTY TAX</b>	1,297.16	2,100.00	22,645.27	22,900.00	(254.73)	24,000.00	94%
4209 INTEREST/PENALTIES	4.37	0.00	510.76	0.00	510.76	0.00	
4210 LAND SALES	0.00		0.00	0.00	0.00	0.00	
4215 US FISH & WILDLIFE	0.00	0.00	0.00	0.00	0.00	0.00	
Total 4200 TAXES	5,553.68	6,600.00	990,568.95	971,900.00	18,668.95	994,000.00	100%
4250 TIMBER SALES	67,244.68	82,144.00	240,051.75	379,144.00	(139,092.25)	379,144.00	63%
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	89,559.55	70,000.00	19,559.55	70,000.00	128%
4270 RENTAL INCOME	0.00	760.00	8,101.62	9,360.00	(1,258.38)	10,500.00	77%
4300 INTEREST	837.08	1,160.00	11,931.89	8,850.00	3,081.89	10,000.00	119%
4310 MISC INCOME	0.00	12.00	2,350.25	132.00	2,218.25	144.00	1632%
4500 RC PROVIDER SERVICE REIM	0.00	0.00	0.00	0.00	0.00	0.00	
5000 GRANTS							
5001 ODOT GRANTS							
5002 5311 GRANT OPERATIONS	129,762.00	135,722.00	523,359.00	501,722.00	21,637.00	501,722.00	104%
5003 5310 MOBILITY MGT GRANT/PM	0.00	37,231.00	92,406.00	138,975.00	(46,569.00)	138,975.00	66%
5005 5339 CAPITAL PURCH GRANT	0.00	0.00	0.00	0.00	0.00	174,250.00	
5006 TRANS OPTIONS DR LESS CON	0.00	22,573.00	57,782.50	86,577.00	(28,794.50)	86,577.00	67%
5007 5310 PM DISC	0.00	3,000.00	9,000.00	12,000.00	(3,000.00)	12,000.00	75%
5008 5311 CARES ACT	0.00	167,074.00	0.00	334,148.00	(334,148.00)	501,222.00	
5050 STP-CAPITAL	0.00	0.00	0.00	0.00	0.00	457,623.00	
Total 5001 ODOT GRANTS	129,762.00	365,600.00	682,547.50	1,073,422.00	(390,874.50)	1,872,369.00	36%
Total 5000 GRANTS	129,762.00	365,600.00	682,547.50	1,073,422.00	(390,874.50)	1,872,369.00	36%
5080 OREGON STF FUNDS	0.00	0.00	93,864.00	0.00	93,864.00	0.00	

# Sunset Empire Transportation District Profit & Loss Budget Performance May 2020

	May 20	Budget	YTD Actual	YTD Budget	YTD Buget to YTD Actual	Annual Budget	YTD Actual to Budget
5090 OREGON STIF							
5091 STIF - DISCRETIONARY	0.00	0.00	136,390.00	0.00	136,390.00	0.00	
5092 STIF - FORMULA	0.00	0.00	886,701.00	0.00	886,701.00	0.00	
Total 5090 OREGON STIF	0.00	0.00	1,023,091.00	0.00	1,023,091.00	0.00	
Other Types of Income							
Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	
Total Other Types of Income	0.00	0.00	0.00	0.00	0.00	0.00	
Total Income	210,171.35	486,936.00	3,423,140.73	2,825,948.00	597,192.73	3,689,657.00	93%
Gross Profit	210,171.35	486,936.00	3,423,140.73	2,825,948.00	597,192.73	3,689,657.00	93%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	179,740.65	211,970.00	1,698,242.40	1,768,644.00	70,401.60	1,980,614.00	
6200 PAYROLL EXPENSES	27,008.76	16,172.00	196,253.47	194,071.00	(2,182.47)	210,243.00	93%
6300 EMPLOYEE BENEFITS	38,144.93	41,472.00	376,486.92	497,671.00	121,184.08	539,143.00	70%
Total 1. PERSONNEL SERVICES	244,894.34	269,614.00	2,270,982.79	2,460,386.00	189,403.21	2,730,000.00	83%
2. MATERIALS & SERVICES							
7000 VET PROVIDER SERVICE	127.09	833.00	5,787.25	9,167.00	3,379.75	10,000.00	58%
8005 AUDIT	0.00	0.00	5,000.00	17,000.00	12,000.00	17,000.00	29%
8010 BANK/MERCHANT FEES	39.72	160.00	1,452.59	1,840.00	387.41	2,000.00	73%
8020 BLDING & GROUNDS MAINT	3,693.12	5,870.00	48,840.61	39,130.00	(9,710.61)	45,000.00	109%
8024 BUILDING LEASE	1,138.00	916.00	12,806.00	10,084.00	(2,722.00)	11,000.00	116%
8030 COMP-INFO-TECH SERVICES	11,047.71	12,475.00	124,127.61	104,525.00	(19,602.61)	117,000.00	106%
8035 CONF TRAINING & TRAVEL	2,801.05	2,500.00	24,763.50	27,500.00	2,736.50	30,000.00	83%
8040 DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00	
8045 HR EXPENSES	72.75	425.00	4,830.63	4,575.00	(255.63)	5,000.00	97%
8049 ADS (HR JOB POSTING)	0.00	203.00	1,115.32	1,797.00	681.68	2,000.00	0%
8050 DUES SUBSCRIPTIONS & FEES	0.00	1,250.00	10,649.94	13,750.00	3,100.06	15,000.00	71%
8053 IGA - DUES AND FEES	3,000.00	0.00	12,000.00	9,000.00	(3,000.00)	12,000.00	100%
8055 DURABLE EQUIP/SMALL TOOLS	6,118.61	8,335.00	53,824.26	46,665.00	(7,159.26)	55,000.00	98%
8061 EQUIPMENT LEASE/RENT	188.00	225.00	2,068.00	2,475.00	407.00	2,700.00	77%
8065 EDUCATION/OUTREACH	0.00	1,250.00	6,862.70	13,750.00	6,887.30	15,000.00	46%

# Sunset Empire Transportation District Profit & Loss Budget Performance May 2020

	May 20	Budget	YTD Actual	YTD Budget	YTD Buget to YTD Actual	Annual Budget	YTD Actual to Budget
8070 EMPLOYEE RECOGNITION	0.00	380.00	4,157.19	9,620.00	5,462.81	10,000.00	42%
8072 ELECTION FEES	0.00	0.00	0.00	0.00	0.00	0.00	
8075 FUEL	10,615.82	27,666.00	156,438.27	304,334.00	147,895.73	332,000.00	47%
8080 INSURANCE	0.00	16,129.00	43,460.21	65,000.00	21,539.79	65,000.00	67%
8090 LEGAL ADS	176.40	66.00	176.40	734.00	557.60	800.00	22%
8095 LEGAL COUNSEL	2,625.00	1,230.00	7,208.50	13,570.00	6,361.50	14,800.00	0%
8096 UNINSURED LOSS	0.00	0.00	5,000.00	11,250.00	6,250.00	15,000.00	33%
8100 MEETING EXPENSE	0.00	125.00	1,362.62	1,375.00	12.38	1,500.00	91%
8120 OFFICE EXPENSES	410.60	1,250.00	15,904.71	13,750.00	(2,154.71)	15,000.00	106%
8130 PAYROLL PROCESSING FEES	136.17	42.00	6,688.90	459.00	(6,229.90)	500.00	1338%
8135 PRINTING	1,333.78	1,250.00	9,909.20	13,750.00	3,840.80	15,000.00	66%
8139 PROFESSIONAL SERVICES	0.00	4,500.00	30,280.65	49,500.00	19,219.35	54,000.00	56%
8150 TAXES/LICENSES/BUS REG FEE	0.00	208.00	531.85	2,292.00	1,760.15	2,500.00	21%
8155 TELEPHONE/INTERNET SERVICE	7,591.15	4,333.00	51,498.95	47,667.00	(3,831.95)	52,000.00	99%
8160 UNIFORMS	0.00	666.00	7,220.20	7,334.00	113.80	8,000.00	90%
8165 UTILITIES	1,865.24	2,500.00	25,362.39	27,500.00	2,137.61	30,000.00	85%
8170 VEHICLE MAINT & REPAIRS	13,918.95	27,910.00	138,412.00	157,050.00	18,638.00	184,960.00	75%
8180 SHOP SUPPLIES	234.94	750.00	2,328.76	8,250.00	5,921.24	9,000.00	26%
Total 2. MATERIALS & SERVICES	67,134.10	123,447.00	820,069.21	1,034,693.00	214,623.79	1,148,760.00	71%
Reconciliation Discrepancies	0.00	0.00	0.10	0.00	(0.10)	0.00	
Total Expense	312,028.44	393,061.00	3,091,052.10	3,495,079.00	404,026.90	3,878,760.00	
Net Ordinary Income	-101,857.09	93,875.00	332,088.63	-669,131.00	(1,001,219.63)	-189,103.00	-176%
Other Income/Expense					-		
Other Income					-		
9150 TRANSFER IN	0.00	0.00	0.00	170,000.00	170,000.00	1,083,366.00	0%
Total Other Income	0.00	0.00	0.00	170,000.00	170,000.00	1,083,366.00	
Other Expense							
9610-9611 CLATSOP BANK PRIN/INT	0.00	0.00	35,752.49	26,433.13	(9,319.36)	26,433.13	135%
9500-PENALTIES & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	120.00	120.00	0.00	120.00	0%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	60,000.00	59,882.00	(118.00)	59,882.00	100%

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9:09 AM 06/16/20 Accrual Basis

# Sunset Empire Transportation District Profit & Loss Budget Performance May 2020

	May 20	Budget	YTD Actual	YTD Budget	YTD Buget to YTD Actual	Annual Budget	YTD Actual to Budget
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	1,575.00	1,553.87	(21.13)	1,553.87	101%
9655 DMAP REPAYMENT AGREEMENT	0.00		0.00	0.00	0.00	0.00	
9700 CAPITAL EXPENSE	0.00	0.00	151,495.00	170,000.00	18,505.00	1,115,017.00	14%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	190,000.00	
9850 TRANSFER OUT	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	
Total Other Expense	0.00	0.00	248,942.49	307,989.00	59,046.51	1,443,006.00	
Net Other Income	0.00	0.00	-248,942.49	-137,989.00	110,953.49	-359,640.00	
Net Income	-101,857.09	93,875.00	83,146.14	-807,120.00	(890,266.14)	-548,743.00	

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## Sunset Empire Transportation District Balance Sheet

As of May 31, 2020

	May 31, 20		
ASSETS			
Current Assets		LIABILITIES & EQUITY	
Checking/Savings	567,885.07	Liabilities	
Accounts Receivable	300,814.88	Current Liabilities	
Other Current Assets		Accounts Payable	28,404.64
1400 PREPAID EXPENSES	58,879.82	Other Current Liabilities	58,795.56
<b>Total Other Current Assets</b>	58,879.82	<b>Total Current Liabilities</b>	87,200.20
<b>Total Current Assets</b>	927,579.77	Total Liabilities	87,200.20
TOTAL ASSETS	927,579.77	Equity	840,379.57
		TOTAL LIABILITIES & EQUITY	927,579.77

## Sunset Empire Transportation District A/R Aging Summary

As of June 16, 2020

Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
0.00	626.80	311.60	805.92	244.56	1,988.88
3,204.00	0.00	0.00	0.00	0.00	3,204.00
0.00	0.00	0.00	0.00	111,261.00	111,261.00
0.00	0.00	0.00	0.00	47.50	47.50
0.00	0.00	0.00	0.00	570.00	570.00
0.00	0.00	0.00	-95.00	0.00	-95.00
0.00	0.00	0.00	0.00	-142.50	-142.50
0.00	1,737.00	0.00	0.00	0.00	1,737.00
0.00	0.00	0.00	0.00	47.50	47.50
0.00	430,146.67	0.00	0.00	156,055.00	586,201.67
0.00	0.00	0.00	24.00	0.00	24.00
0.00	2,605.50	-46.00	0.00	0.00	2,559.50
3,204.00	435,115.97	265.60	734.92	268,083.06	707,403.55
	0.00 3,204.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00     626.80       3,204.00     0.00       0.00     0.00       0.00     0.00       0.00     0.00       0.00     0.00       0.00     0.00       0.00     1,737.00       0.00     0.00       0.00     430,146.67       0.00     0.00       0.00     2,605.50	0.00         626.80         311.60           3,204.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         1,737.00         0.00           0.00         0.00         0.00           0.00         430,146.67         0.00           0.00         0.00         0.00           0.00         2,605.50         -46.00	0.00         626.80         311.60         805.92           3,204.00         0.00         0.00         0.00           0.00         0.00         0.00         0.00           0.00         0.00         0.00         0.00           0.00         0.00         0.00         0.00           0.00         0.00         0.00         -95.00           0.00         0.00         0.00         0.00           0.00         1,737.00         0.00         0.00           0.00         0.00         0.00         0.00           0.00         430,146.67         0.00         0.00           0.00         0.00         0.00         24.00           0.00         2,605.50         -46.00         0.00	0.00         626.80         311.60         805.92         244.56           3,204.00         0.00         0.00         0.00         0.00           0.00         0.00         0.00         0.00         111,261.00           0.00         0.00         0.00         0.00         47.50           0.00         0.00         0.00         0.00         570.00           0.00         0.00         0.00         -95.00         0.00           0.00         0.00         0.00         -142.50           0.00         1,737.00         0.00         0.00         0.00           0.00         0.00         0.00         47.50         0.00           0.00         430,146.67         0.00         0.00         156,055.00           0.00         0.00         0.00         24.00         0.00           0.00         2,605.50         -46.00         0.00         0.00

## Sunset Empire Transportation District A/P Aging Summary

As of June 16, 2020

ALSCO INC         42.77         0.00         0.00         42.77           CARTER, JOHN M.         118.77         0.00         0.00         118.77           CB LAWN CARE LLC         0.00         406.00         0.00         406.00           CENTRIC ELEVATOR         0.00         256.87         0.00         256.87           CLATSOP FLEET SERVICE INC         284.54         0.00         0.00         301.88           DEL'S OK TIRE FACTORY INC         301.88         0.00         0.00         301.88           EARTH2O         0.00         14.00         0.00         14.00           FISHER & PHILLIPS         0.00         868.00         0.00         368.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76 </th <th></th> <th>Current</th> <th>1 - 30</th> <th>31 - 60</th> <th>TOTAL</th>		Current	1 - 30	31 - 60	TOTAL
CB LAWN CARE LLC         0.00         406.00         0.00         406.00           CENTRIC ELEVATOR         0.00         256.87         0.00         256.87           CLATSOP FLEET SERVICE INC         284.54         0.00         0.00         284.54           DEL'S OK TIRE FACTORY INC         301.88         0.00         0.00         301.88           EARTH2O         0.00         14.00         0.00         14.00           FISHER & PHILLIPS         0.00         868.00         0.00         868.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.0	ALSCO INC	42.77	0.00	0.00	42.77
CENTRIC ELEVATOR         0.00         256.87         0.00         256.87           CLATSOP FLEET SERVICE INC         284.54         0.00         0.00         284.54           DEL'S OK TIRE FACTORY INC         301.88         0.00         0.00         301.88           EARTH2O         0.00         14.00         0.00         14.00           FISHER & PHILLIPS         0.00         868.00         0.00         868.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         0.00         171.08           RC-K & M MEDIVAN         0.00         0.00<	CARTER, JOHN M.	118.77	0.00	0.00	118.77
CLATSOP FLEET SERVICE INC         284.54         0.00         0.00         284.54           DEL'S OK TIRE FACTORY INC         301.88         0.00         0.00         301.88           EARTH2O         0.00         14.00         0.00         14.00           FISHER & PHILLIPS         0.00         868.00         0.00         868.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00	CB LAWN CARE LLC	0.00	406.00	0.00	406.00
DEL'S OK TIRE FACTORY INC         301.88         0.00         0.00         301.88           EARTH2O         0.00         14.00         0.00         14.00           FISHER & PHILLIPS         0.00         868.00         0.00         868.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0	CENTRIC ELEVATOR	0.00	256.87	0.00	256.87
EARTH2O         0.00         14.00         0.00         14.00           FISHER & PHILLIPS         0.00         868.00         0.00         868.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	CLATSOP FLEET SERVICE INC	284.54	0.00	0.00	284.54
FISHER & PHILLIPS         0.00         868.00         0.00         868.00           INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	DEL'S OK TIRE FACTORY INC	301.88	0.00	0.00	301.88
INDUSTRIAL DIESEL POWER INC         0.00         315.80         0.00         315.80           JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	EARTH2O	0.00	14.00	0.00	14.00
JP PLUMBING INC         400.00         0.00         0.00         400.00           MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	FISHER & PHILLIPS	0.00	868.00	0.00	868.00
MCCALL TIRE CENTER INC         254.94         0.00         0.00         254.94           MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	INDUSTRIAL DIESEL POWER INC	0.00	315.80	0.00	315.80
MEDICAL AIR SERVICES ASSOC.         190.00         0.00         0.00         190.00           NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	JP PLUMBING INC	400.00	0.00	0.00	400.00
NORTH COAST TRUCK PARTS         50.00         0.00         0.00         50.00           NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	MCCALL TIRE CENTER INC	254.94	0.00	0.00	254.94
NW NATURAL         0.00         -39.45         0.00         -39.45           O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	MEDICAL AIR SERVICES ASSOC.	190.00	0.00	0.00	190.00
O'REILLY AUTO PARTS LLC         397.99         -269.23         0.00         128.76           PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	NORTH COAST TRUCK PARTS	50.00	0.00	0.00	50.00
PECK RUBANOFF & HATFIELD PC         116.00         0.00         0.00         116.00           RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	NW NATURAL	0.00	-39.45	0.00	-39.45
RC-K & M MEDIVAN         0.00         0.00         0.00         0.00           RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	O'REILLY AUTO PARTS LLC	397.99	-269.23	0.00	128.76
RECOLOGY WESTERN OREGON         171.08         0.00         0.00         171.08           SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	PECK RUBANOFF & HATFIELD PC	116.00	0.00	0.00	116.00
SAFEKEEPING STORAGE CENTERS         288.00         0.00         0.00         288.00           WARRENTON, CITY OF         604.27         0.00         0.00         604.27	RC-K & M MEDIVAN	0.00	0.00	0.00	0.00
<b>WARRENTON, CITY OF</b> 604.27 0.00 0.00 604.27	RECOLOGY WESTERN OREGON	171.08	0.00	0.00	171.08
	SAFEKEEPING STORAGE CENTERS	288.00	0.00	0.00	288.00
TOTAL 3,220.24 1,551.99 0.00 4,772.23	,	604.27	0.00	0.00	604.27
	TOTAL	3,220.24	1,551.99	0.00	4,772.23

# Sunset Empire Transportation District Check Detail May 2020

Num	Date	Name	Paid Amount
19984	05/13/2020	IFOCUS CONSULTING INC	6,946.00
19999	05/13/2020	TRILLIUM SOLUTIONS INC	9,975.00
20002	05/13/2020	WILCOX & FLEGEL OIL	9,292.37
20024	05/28/2020	ACCUFUND INC.	5,070.00
20046	05/28/2020	IFOCUS CONSULTING INC	5,818.75
20052	05/28/2020	SDIS	50,022.61
		Total	87,124.73

Bill

Sunset Empire Transportation District 900 Marine Drive Astoria, OR 97103

Date	Ref. No.
05/08/2020	55906140217003420520

Vendor

Card Service Center
PO Box 569100
Dallas, TX 75356



Bill Due	06/02/2020
Terms	Due 2nd of Month
Memo	4/08 - 5/08/2020

### **Expenses**

Account	Memo	Amount	Customer:Job	Class
8122 POSTAGE-SHIPPING	1092 - Lewicki Postage Trn Seat Cushion Para - UPS Store	30.00		08-PT-OPS
8038 TRAVEL-STAFF 8038 TRAVEL-STAFF	Meal/PU Bus #1902 - Outpost Meal/PU Bus #1902 - The	19.98 25.40		STIF DISC STIF DISC
8176 PM PARTS	Logger Tail Lights Bus #1902 - Prevost PO 4180	147.06		STIF DISC
8176 PM PARTS	Alternator Belt Tensioner Bus #1902 - Prevost PO 4187	241.05		STIF DISC
8176 PM PARTS	Module Assembly Bus #1801 - LGS Group PO 4179	401.53		15-MAINT-PM68
8176 PM PARTS	Tail Light Kit Bus #1901 - WW Williams PO 4193	179.85		STIF DISC
8177 PM OUTSIDE SERVICES	TCM/Computer Hookup Bus #1801 - Western Star PO 4202	942.40		14-MAINT-PM14
8176 PM PARTS	Passenger Door Switches - Master Electronics	72.06		14-MAINT-PM14
8176 PM PARTS	Clearcoat Lacquer for Brass Bus #73 - Jax Chemical	70.62		14-MAINT-PM14

Expense Total: 2,129.95

Bill Total: \$2,129.95

Date: June 19, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a Budget Hearing

This is the time and place set for the public hearing on the fiscal year 2020-2021 budget for SETD. Before you are the budgets that were approved by the Budget Committee on May 16, 2020. After holding the public hearing, the Board may make changes to the budgets however, if the Board wants to increase expenditures in any fund by 10% or more (or \$5,000 – whichever is greater), they must republish the amended budget summary and hold another budget hearing. This would not be possible since the budget must be adopted prior to July 1.

Staff is recommending that one change to the budget be made. Due to the 2019 Audit delay, we will be incurring costs for that audit into FY 2021. Both the 2019 and 2020 audits will have a single audit done as well due to the higher amounts of federal funds we have and will receive. For the FY 2019, the cost of the audit will be \$19,820 and the cost for the FY2020 will be 20,100. I've rounded it up to a total of \$40,000 and subtracted \$5,000 for payments already made to bring it down to a total of \$35,000 that needs to be in the budget before you. I am recommending that the Board increase the Audit line under Materials and Services by \$18,000 for a total of \$35,000 and reduce the ending fund balance from \$725,000 down to \$707,000.

Staff recommends that the Board approve Resolution 2020-03 as amended adopting the 2020-2021 budget and making the appropriations and impose the tax levy for local government.

#### **RESOURCES**

#### **General Fund**

(Fund)

#### **Sunset Empire Transportation District**

(Name of Municipal Corporation)

		Historical Data					Budg	et for Next Year 2020	-2021	
	Actu Second Preceding Year 2017-2018	First Preceding Year 2018-2019	Adopted Budget This Year Year 2019-2020	Year To Date		RESOURCE DESCRIPTION		Approved By Budget Committee	Adopted By Governing Body	
1	\$1,180,008	\$1,267,931	\$1,200,000		1	Available cash on hand* (cash basis) <b>or</b>	\$966,691	\$966,691		1
2						Net working capital (accrual basis)				2
3	\$24,949	\$24,607	\$24,000	\$20,648	3	Previously levied taxes estimated to be received	\$27,000	\$27,000		3
4	\$12,448	\$9,671	\$10,000	\$496	4	Interest	\$2,000	\$2,000		4
5	\$58,500	\$0	\$1,083,366		5	Transferred IN, from other funds	\$1,669,717	\$1,669,717		5
6					6	OTHER RESOURCES				6
7	\$69,468	\$48,973	\$70,000	\$59,797	7	State Mass Transit Payroll Distribution	\$75,000	\$75,000		7
8	\$389,104	\$276,181	\$379,144	\$172,807	8	State Timber Revenue	\$160,000	\$160,000		8
9	\$9,856	\$10,728	\$10,500	\$8,102	9	Rentals	\$10,500	\$10,500		9
10	\$348,688	\$266,026	\$290,000	\$203,669	10	Fares	\$250,000	\$250,000		10
11	\$144,637	\$73,623	\$52,000	\$49,782	11	IGA Contracted Services	\$60,000	\$60,000		11
12	\$93,240	\$93,242	\$0	\$0	12	ODOT (STF) State Funds	\$0	\$0		12
13	\$48,600	\$139,294	\$138,975	\$92,406	13	ODOT - §5310 Preventative Maintenance/MM	\$138,976	\$138,976		13
14	\$340,760	\$519,093	\$501,722	\$393,597	14	ODOT - §5311 Operations	\$501,221	\$501,221		14
15	\$56,391	\$19,346	\$174,250	\$0	15	ODOT - §5339 Bus & Bus Facilities	\$1,239,300	\$1,239,300		15
16	\$53,866	\$0	\$0	\$0	16	Mobility Management	\$0	\$0		16
17	\$65,776	\$70,979	\$86,577	\$64,004	17	ODOT - Transportation Options	\$86,577	\$86,577		17
18	\$21,000	\$0	\$0	\$0	18	ODOT - §5305 Feasibility Study	\$0	\$0		18
19	\$0	\$0	\$457,623	\$0	19	ODOT - §5311 Special Transportation Program	\$0	\$0		19
20	\$0	\$0	\$12,000	\$0	21	ODOT - §5310 Preventative Maintenance Disc.	\$0	\$0		20
21	\$0	\$0	\$0	\$0	21	CARES Act	\$400,000	\$400,000		21
22	\$0	\$2,750	\$0	\$0		SDAO Safety Grant	\$0	\$0		22
23	\$13,568	\$10,689	\$144	\$2,350	23	Other	\$150	\$150		23
24	\$2,072	\$10,965	\$11,500	\$8,949	24	Commissions/Proceeds	\$12,000	\$12,000		24
25					25					25
26	\$107,183	\$0	\$0	\$0	26	Prior Period Adjustment	\$0	\$0		26
27					27					27
28					28					28
29	\$3,040,114	\$2,844,098	\$4,501,801	\$1,076,607	29	Total resources, except taxes to be levied	\$5,599,132	\$5,599,132	\$0	29
30	-		\$970,000	\$959,646	30	Taxes estimated to be received	\$1,000,000	\$1,000,000		30
31	_	\$952,855				Taxes collected in year levied				31
32	\$3,040,114	\$3,796,953	\$5,471,801		32	TOTAL RESOURCES	\$6,599,132	\$6,599,132	\$0	32

150-504-020 (rev 10-16)



<sup>\*</sup>The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

#### **REQUIREMENTS SUMMARY**

(name of fund)

FORM LB-30

#### ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

General Fund

Sunset Empire Transportation District (name of Municipal Corporation)

		Historical Data						. 5 11 . 17 . 2222	2024	$\Box$
	Act	tual	Adopted Budget	Year		REQUIREMENTS FOR:	Budg	get For Next Year 2020	-2021	
	Second Preceding Year 2017-2018	First Preceding Year 2018-2019	This Year 2019-2020	to Date		(Name of Org. Unit or Program & Activity)	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
1					1	PERSONNEL SERVICES	J			1
2	\$1,237,574	\$1,496,128	\$1,780,614	\$1,330,328	2	Wages	\$1,949,061	\$1,949,061		2
3	\$124,403	\$163,108	\$210,243	\$152,051	3		\$256,000	\$256,000		3
4	\$316,687	\$373,295	\$539,143	\$298,055	4		\$688,871	\$688,871		4
5	\$1,678,664	\$2,032,531	\$2,530,000	\$1,780,434	5	TOTAL PERSONNEL SERVICES	\$2,893,932	\$2,893,932	\$0	į
6	35.0	34.2	43.5		6	Total Full-Time Equivalent (FTE)	45.0	45.0	•	
7		-			7	MATERIALS AND SERVICES				
8	\$9,404	\$6,402	\$10,000	\$4,538	8		\$10,000	\$10,000		8
9	\$33,841	\$7,863	\$17,000	\$5,000	_	Audit	\$17,000	\$17,000		9
10	\$3,025	\$1,545	\$2,000	\$1,115		Advertising	\$1,500	\$1,500		1
11	\$1,711	\$1,662	\$2,000	\$1,411	11		\$2,000	\$2,000		1
12	\$52,876	\$47,637	\$40,000	\$31,120	12	Building Grounds and Maintenance	\$40,000	\$40,000		1
13	\$0	\$6,400	\$11,000	\$10,530	_	Building Lease	\$15,000	\$15,000		1
14	\$75,856	\$194,713	\$109,000	\$97,775	_	Computer Information Technology Services	\$135,000	\$135,000		1
15	\$24,488	\$20,870	\$30,000	\$20,103	15		\$35,000	\$35,000		1
16	-\$225	\$0	\$0	\$0	16	Donations, Gifts, and Contributions	\$0	\$0		1
17	\$2,765	\$3,151	\$5,000	\$3,806	17	Drug and Alcohol Testing/Background Checks	\$5,000	\$5,000		1
18	\$16,276	\$13,380	\$15,000	\$10,040	18	Dues, Subscriptions and Fees	\$15,000	\$15,000		1
19	\$10,000	\$12,000	\$12,000	\$9,000	19	IGA Dues and Fees	\$12,000	\$12,000		1 2
20	\$14,751	\$14,192	\$44,000	\$34,072		Small Equipment/Tools	\$30,000	\$30,000		2
21	\$3,020	\$2,573	\$2,700	\$1,692	21	Equipment Lease	\$2,700	\$2,700		2
22	\$18,741	\$6,740	\$15,000	\$4,963	22	Outreach	\$30,000	\$30,000		2
23	\$7,792	\$4,555	\$10,000	\$4,157	23	Employee Recognition	\$8,000	\$8,000		2
24	\$0	\$9,623	\$0	\$0		Election Fees	\$8,000	\$8,000		2
25	\$175,616	\$177,918	\$332,000	\$135,503	25	Fuel	\$250,000	\$250,000		2
26	\$79,169	\$53,751	\$65,000	\$27,958	26	Insurance (Property, Vehicle, Liability, Cyber)	\$70,000	\$70,000		2
27	\$883	\$2,096	\$800	\$0	27	Legal Ads	\$1,000	\$1,000		2
28	\$2,258	\$75,513	\$14,800	\$3,685	28	Legal Counsel	\$8,000	\$8,000		2
29	\$0	\$17,923	\$15,000	\$5,000	29		\$15,000	\$15,000		2
30	\$1,120	\$3,041	\$1,500	\$1,322	30	Meeting Expense	\$2,000	\$2,000		3
31	\$15,599	\$12,251	\$15,000	\$14,559	31	Office Supplies	\$18,000	\$18,000		3
32	\$1,442	\$7,885	\$500	\$5,750	32	Payroll Processing Fee	\$500	\$500		3
33	\$4,250	\$0	\$0	\$0	33	Pass through STF	\$0	\$0		3
34	\$10,589	\$8,195	\$15,000	\$8,575	34	Printing	\$10,000	\$10,000		3
35	\$43,282	\$26,337	\$54,000	\$28,601	35	Professional Services	\$54,000	\$54,000		3
36	\$123	\$2,211	\$2,500	\$532	36	Taxes/Licenses	\$2,500	\$2,500		3
37	\$54,419	\$43,510	\$52,000	\$38,924	37	Telecommunications/Internet	\$60,000	\$60,000		3
38	\$5,058	\$5,063	\$8,000	\$7,220	38	Uniforms	\$10,000	\$10,000		3
39	\$19,196	\$27,138	\$30,000	\$20,541	39	Utilities	\$35,000	\$35,000		3
40	\$128,046	\$144,554	\$163,960	\$109,692	40	Vehicle Maintenance and Repair	\$180,000	\$180,000		4
41	\$815,371	\$960,692	\$1,094,760	\$647,184	41	TOTAL MATERIALS AND SERVICES	\$1,082,200	\$1,082,200	\$0	4

42				42	CAPITAL OUTLAY				42
43				43	1 Class B Bus (Replacement)	\$205,000	\$205,000		43
44				44	2 Class C Buses (Expansion)	\$400,000	\$400,000		44
45				45	1 Class B, 2 Class C, and 2 Class D Buses (Replacement)	\$853,000	\$853,000		45
46				46	Electronic Fare System (E-Fare)	\$90,000	\$90,000		46
47				47	HVAC	\$40,000	\$40,000		47
48				48	Bus Shelters/Signage	\$65,000	\$65,000		48
49				49	Mobility Lab	\$30,000	\$30,000		49
50	\$0	\$0	\$0	50	TOTAL CAPITAL OUTLAY	\$1,683,000	\$1,683,000	\$0	50
51	\$2,494,035	\$2,993,223	\$3,624,760	51	ORGANIZATIONAL UNIT / ACTIVITY TOTAL	\$5,659,132	\$5,659,132	\$0	51

#### REQUIREMENTS SUMMARY

FORM LB-30

#### NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM

General Fund (name of fund)

#### **Sunset Empire Transportation District**

(name of Municipal Corporation)

						(name or rund)		(Hairie of Wildin	icipal Corporation)	
	A	Historical Data	I				Budg	get For Next Year 2020-	2021	
	Second Preceding Year 2017-2018	First Preceding Year 2018-2019	Adopted Budget This Year 2019-2020	Year To Date		REQUIREMENTS DESCRIPTION	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
1					1	CAPITAL OUTLAY NOT ALLOCATED				1
2	\$0	\$122,455	\$1,115,017	\$153,000	2		0			2
3					3					3
4	\$0	\$122,455	\$1,115,017	\$153,000	4	TOTAL CAPITAL OUTLAY	0	0	0	4
5					5	DEBT SERVICE				5
6	\$112,317	\$110,268	\$85,968	\$92,507	6	Principal				6
7	\$14,051	\$7,767	\$1,901	\$2,070	7	Interest				7
8	\$441	\$258	\$120	\$120	8	Fees				8
9	\$126,809	\$118,293	\$86,088	\$94,697	9	TOTAL DEBT SERVICE	0	0	0	9
10					10	SPECIAL PAYMENTS				10
11					11					11
12					12					12
13	\$0	\$0	\$0	\$0	13	TOTAL SPECIAL PAYMENTS	0	0	0	13
14					14	INTERFUND TRANSFERS				14
15	\$0	\$40,455	\$50,000	\$50,000	15	To Capital Reserve Fund	50,000	50,000		15
16					16					16
17	\$88,500				_	Transfer Out				17
18					18					18
19					19					19
20	\$88,500	\$40,455	\$50,000		20	TOTAL INTERFUND TRANSFERS	50,000	50,000	0	20
21			\$190,000		21	OPERATING CONTINGENCY	165,000	165,000		21
22			\$0		22	RESERVED FOR FUTURE EXPENDITURE	0			22
23			\$405,936	-	23	UNAPPROPRIATED ENDING BALANCE	725,000	725,000		23
24	\$215,309	\$281,203	\$1,847,041		24	Total Requirements NOT ALLOCATED	940,000	940,000	0	24
25	\$2,709,344	\$2,993,223	\$3,624,760		25	Total Requirements for ALL Org. Units/Programs within fund	\$5,659,132	5,659,132		25
26	\$1,267,931				26	Ending balance (prior years)				26
27	\$3,977,275	\$3,274,426	\$5,471,801		27	TOTAL REQUIREMENTS	6,599,132	6,599,132	0	27

150-504-030 (Rev 11-18)

## SPECIAL FUND RESOURCES AND REQUIREMENTS

Special Transportation Fund

Sunset Empire Transportation District
(Name of Municipal Corporation)

(Fund)

								Budg	get for Next Year 2020	) - 2021		
	Act	ual		Year	DESCRIPTION						<b>T</b>	
	Second Preceding Year 2017 - 2018	First Preceding Year 2018 - 2019	Adopted Budget Year 2019 - 2020	To Date		RESO	RESOURCES AND REQUIREMENTS			Approved By Budget Committee	Adopted By Governing Body	
1					1		RES	OURCES				1
2	\$0	\$66,664	\$11,005	\$11,005	2	Cash on hand *	(cash basis),	or	\$46,862	\$46,862		2
3					3	Working Capita	al (accrual bas	sis)				3
4					4	Previously levie	ed taxes estin	nated to be received				4
5					5	Interest						5
6	\$15,708				6	Transferred IN,	from other f	unds				6
7	\$93,241	\$93,242	\$93,864	\$93,864	7	ODOT-STF Form	nula Grant		\$93,863	\$93,863		7
8	\$77,788				8	ODOT-STF Disc	retionary Gra	nt				8
9					9							9
10	\$186,737	\$159,906	\$104,869	\$104,869	10	Total Resource	s, except taxe	es to be levied	\$140,725	\$140,725	\$0	10
11					11	Taxes estimate	d to be receiv	ved				11
12					12	Taxes collected	l in year levie	d				12
13	\$186,737	\$159,906 \$104,869		\$104,869	13		TOTAL	RESOURCES	\$140,725	\$140,725	\$0	13
14					14		REQUIF	REMENTS **				14
15					15	Org Unit <b>or</b> Prog & Activity	Object Classification	Detail				15
16		\$69,205	\$27,921	\$27,921	16	STF	Transfer	Wages	\$51,725	\$51,725		16
17		\$24,000	\$11,966	\$11,966	17		Transfer	Benefits/Taxes	\$26,000	\$26,000		17
18	\$28,708	\$6,402	\$3,000	\$1,605	18		Transfer	Non Profit Assist/Outreach/Vet	\$13,000	\$13,000		18
19	\$58,753	\$45,000	\$13,960	\$13,960	19	STF	Transfer	Route 15 & 101B Fuel/Maint.	\$20,000	\$20,000		19
20	\$4,250	\$0		\$0	20	STF	Transfer	Astoria Senior Center				20
21			\$10,000	\$2,555	21	STF	Transfer	Qstraint Training Platform (CAP)	\$0	\$0		21
22			\$30,017	\$0	22	STF	Transfer	Mobility Lab (CAP)	\$30,000	\$30,000		22
23					23							23
24					24							24
25					25							25
26					26							26
27					27							27
28					28							28
29	\$11,225				29		Ending bala	nce (prior years)				29
30			\$8,005		30		ROPRIATED	ENDING FUND BALANCE	\$0			30
31	\$197,962	\$144,607	\$104,869	\$58,007	31		TOTAL RE	QUIREMENTS	\$140,725	\$140,725	\$0	31

<sup>\*</sup>The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

\*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

150-504-010 (Rev. 10-16)

## SPECIAL FUND RESOURCES AND REQUIREMENTS

Statewide Transportation Improvement Fund Formula (Fund)

Sunset Empire Transportation District
(Name of Municipal Corporation)

		Historical Data  Actual							Budg	et for Next Year 2020	) - 2021	
	Act	ual		Year			DESCRIPTION RESOURCES AND REQUIREMENTS					
	Second Preceding Year 2017 - 2018	First Preceding Year 2018 - 2019	Adopted Budget Year 2019 - 2020	To Date		RESO			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
1					1		RES	OURCES				1
2			\$0		2	Cash on hand *	(cash basis),	or	\$746,701	\$746,701		2
3					3	Working Capita						3
4					4	+	ed taxes estin	nated to be received				4
5					5	Interest			\$5,000	\$5,000		5
6					6	Transferred IN,						6
7			\$789,000	\$886,701	7	ODOT - STIF Fo	rmula Fund D	istribution	\$631,000	\$631,000		7
8					8							8
9					9							9
10	\$0	\$0	\$789,000	\$886,701	_	Total Resource	<i>.</i>		\$1,382,701	\$1,382,701	\$0	10
11					11							11
12					3333	Taxes collected						12
13	\$0	\$0 \$789,0		\$886,701	13			RESOURCES	\$1,382,701	\$1,382,701	\$0	13
14					14		REQUIF	REMENTS **				14
15					15	Org Unit <b>or</b> Prog & Activity	Object Classification	Detail				15
15 16			\$30,750			STIF	Transfer	Match for 1 Class B Bus	\$30,750	\$30,750		15 16
17			\$52,377		_	STIF	Transfer	Match for 3 Class C Buses	<del>430,730</del>	Ş30,730		17
18			\$25,000		_	STIF	Transfer	Funds for Coordinated Plan	\$25,000	\$25,000		18
19			\$60,000		_	STIF	Transfer	Funds for New Shelters	\$60,000	\$60,000		19
20			\$196,544	\$85,000		STIF	Transfer	Wages for Added Service	\$480,693	\$480,693		20
21			\$105,831	\$55,000		STIF	Transfer	Materials and Services	\$258,835	\$258,835		21
22			,,	, ,	_	STIF	Transfer	Match for 2 Class C Buses	\$60,000	\$60,000		22
23					23	STIF	Transfer	Match for 1 B, 2 C, and 2 D Buses	\$127,950	\$127,950		23
24					24	-		, ,				24
25					25							25
26					26							26
27					27							27
28					28	+						28
29					29		Ending bala	nce (prior years)				29
30			\$318,498		30	UNAPF	ROPRIATED	ENDING FUND BALANCE	\$339,473	\$339,473		30
31	\$0	\$0	\$789,000	\$140,000	31		TOTAL RE	QUIREMENTS	\$1,382,701	\$1,382,701	\$0	31

<sup>\*</sup>The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

150-504-010 (Rev. 10-16) \*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

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### SPECIAL FUND RESOURCES AND REQUIREMENTS

Statewide Transportation Improvement Fund STN (Fund)

Sunset Empire Transportation District
(Name of Municipal Corporation)

Historical Data Budget for Next Year 2020 - 2021 DESCRIPTION Actual Year **RESOURCES AND REQUIREMENTS** Second Preceding Year First Preceding Year Adopted Budget Year Proposed By Approved By Adopted By То 2019 - 2020 **Governing Body** 2017 - 2018 2018 - 2019 **Budget Officer Budget Committee** Date RESOURCES 1 1 2 2 \$0 2 Cash on hand \* (cash basis), or \$0 3 3 Working Capital (accrual basis) 4 Previously levied taxes estimated to be received 5 5 Interest 6 6 Transferred IN, from other funds 6 7 \$450,000 \$151,495 ODOT - STIF Statewide Transit Network Program Grant \$436,764 \$436,764 8 8 8 9 9 9 \$0 10 10 \$0 \$0 \$450,000 \$151,495 10 Total Resources, except taxes to be levied \$436,764 \$436,764 11 Taxes estimated to be received 11 12 12 12 Taxes collected in year levied 13 13 \$0 \$0 \$450,000 \$151,495 13 **TOTAL RESOURCES** \$436,764 \$436,764 \$0 REQUIREMENTS \*\* 14 14 Org Unit or Prog Object Detail & Activity Classification 15 15 16 16 \$140,400 \$38,541 16 STIF Transfer Personnel Services \$231,247 \$231,247 17 17 \$75,600 \$20,753 17 STIF Transfer Materials and Services \$124,517 \$124,517 18 18 18 19 STIF 19 19 \$153,000 \$153,000 Transfer Capital 2 Motorcoaches \$0 \$0 \$81,000 STIF \$81,000 20 20 \$0 20 Transfer Capital E-Fare System \$81,000 21 21 21 22 22 22 23 23 23 24 24 24 25 25 25 26 26 26 27 27 27 28 28 28 29 29 29 Ending balance (prior years) UNAPPROPRIATED ENDING FUND BALANCE \$0 30 30 30 \$0 \$212.294 **TOTAL REQUIREMENTS** \$436,764 \$436,764 31 \$0 \$0 \$450,000 31 \$0

150-504-010 (Rev. 10-16) \*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

page \_\_\_\_\_

<sup>\*</sup>The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

This fund is authorized and established by resolution / ordinance number 2016-2 on (date) June 30, 2016 for the following specified purpose:

### RESERVE FUND RESOURCES AND REQUIREMENTS

Year this reserve fund will be reviewed to be continued or abolished.

Date can not be more than 10 years after establishment.

Review Year:	202

Building and Equipment Capital Reserve Fund Sunset Empire Transportation District (Fund) (Name of Municipal Corporation)

		Historical Data							Budget	for Next Year 2020	- 2021	
	Act	tual		Year			DESCI	RIPTION				l
	Second Preceding Year	First Preceding Year	Adopted Budget Year	То		RES	OURCES AN	D REQUIREMENTS	Proposed By	Approved By	Adopted By	1
	2017 - 2018	2018 - 2019	2019 - 2020	Date					Budget Officer	Budget Committee	Governing Body	
1					1			SOURCES				1
2	\$100,000	\$87,614	\$100,455	\$89,021		Cash on hand *			\$133,455	\$133,455		2
3					_	Working Capita						3
4					4	·	d taxes estima	ted to be received				4
5	400		4	4	5				4== ===	4		5
6	\$88,500		\$50,000	\$50,000	6	Transferred IN,		nds	\$50,000	\$50,000		6
7	\$286,348				7	Intergovernme	ntal Grant					7
8					8							8
9	\$474,848	\$87,614	\$150,455	\$139,021	9	Total Resources	aveant tavas	to be levied	\$183,455	\$183,455	\$0	9
_	\$474,848	\$87,614	\$150,455	\$139,021		Taxes estimated			\$183,455	\$183,455		11
11						Taxes estimated		<u>u</u>				12
13	\$474,848	\$87,614	\$150,455	\$139,021	13	ł	•	RESOURCES	\$183,455	\$183,455	\$0	_
14	7474,040	₹67,01 <del>4</del>	Ş130,433	\$133,021	14			REMENTS **	Ş103,433	Ş163, <del>4</del> 33	٥ڔ	14
14					14			INCIVIENTS				14
						Org. Unit <b>or</b>	Object	Detail				
15					15	Prog. & Activity	Classification					15
16					16							16
17	\$58,500				17		Transfer					17
18	\$328,734				18		Capital	Purchase Buses				18
19			\$17,000		19		Transfer	STIF STN Match Motorcoaches	\$0	\$0		19
20			\$9,000		20		Transfer	STIF STN Match E-Fare	\$9,000	\$9,000		20
21			\$40,000	\$0	21		Transfer	HVAC	\$40,000	\$40,000		21
22					22							22
23					23							23
24					24							24
25					25							25
26					26							26
27					27							27
28					28							28
29			\$66,000		29 30	Ending balance		ENDING FUND BALANCE	\$134,455	\$134,455		29 30
30	4207.224	4.5							. ,			_
31	\$387,234	\$0	\$132,000	\$17,000	31		IOIALR	EQUIREMENTS	\$183,455	\$183,455	\$0	31

<sup>\*</sup>The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

150-504-011 (Rev 10-16)

<sup>\*\*</sup>List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

#### RESOURCES RIDECARE FUND

(Fund)	Sunset Empire Transportation District

(Name of Municipal Corporation)

		Historical Data				Budg	et for Next Year 2020	-2021	
	Actu Second Preceding Year 2017-2018	First Preceding Year 2018-2019	Adopted Budget This Year 2019- 2020		RESOURCE DESCRIPTION	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
						-	-	-	
1	\$433,637	\$73,109		1	Available cash on hand* (cash basis) or				1
2				2	Net working capital (accrual basis)				2
3				3	Previously levied taxes estimated to be received				3
4	\$7,655	\$50		4	Interest				4
5				5	Transferred IN, from other funds				5
6				6	OTHER RESOURCES				6
7	\$3,692,869	\$446,500		7	Provider Services Reimbursements				7
8	\$25,078			8	Other				8
9				9					9
10				10					10
11				11					11
12				12					12
13				13					13
14				14					14
15				15					15
16				16					16
17				17					17
18				18					18
19				19					19
20				20					20
21				21					21
22				22					22
23				23					23
24				24					24
25				25					25
26				26					26
27				27					27
28				28					28
29	\$4,159,239	\$519,659	\$0	29	Total resources, except taxes to be levied	0	0	0	29
30					Taxes estimated to be received				30
31				31	Taxes collected in year levied				31
32	\$4,159,239	\$519,659	\$0	32	TOTAL RESOURCES	0	0	0	32

150-504-020 (rev 10-16)

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

#### **REQUIREMENTS SUMMARY**

FORM LB-30

#### ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

RIDECARE FUND (name of fund)

Sunset Empire Transportation District (name of Municipal Corporation)

		Historical Data		1	(name or rund)	(name of Municipal Corporation)					
	Act		Adopted Budget	1	REQUIREMENTS FOR: RIDECARE	Budg	et For Next Year 2020-	-2021			
	Second Preceding Year 2017-2018	First Preceding Year 2018-2019	This Year 2019-2020		(Name of Org. Unit or Program & Activity)	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	1		
1	. ca. 2017 2010	1001 2010 2013	2013 2020	1	PERSONNEL SERVICES	Budget Officer	Budget committee	coverning body	1		
2	\$318,920	\$59,350	I	2000 100000000	Wages				2		
3	\$30,983	\$5,480			Payroll Taxes/Workers Comp				3		
4	\$89,320	\$8,550			Employee Benefits				4		
5	700/0-0	+ = / = = =		5					5		
6				6					6		
7				7					7		
8	\$439,223	\$73,380	\$0	_	TOTAL PERSONNEL SERVICES	\$0	\$0	\$0	8		
9	8	7	0	_	Total Full-Time Equivalent (FTE)	,		•	9		
10				10	MATERIALS AND SERVICES				10		
11	\$3,382,568	\$448,500		11	Provider Payments				11		
12	\$9,982	\$1,295			Audit				12		
13	\$352	\$0		13	Ads				13		
14	\$118	\$0		14	Bank Fees				14		
15	\$5,725	\$350		15	Building Grounds and Maintenance				15		
16	\$35,085	\$3,500		16	Bus Passes				16		
17	\$9,336	\$100		17	Computer Information Technology Services				17		
18	\$1,031	\$0			Conferences, Training and Travel				18		
19	\$2,416	\$60		19	Drug and Alcohol Testing				19		
20	\$239	\$0		20	Dues/Subscriptions				20		
21	\$165,429	\$0		21	DMAP Annual Adj/CCO Share Fund				21		
22	\$229	\$0			Small Equip				22		
23	\$125	\$0		23	Outreach				23		
24	\$772	\$100			Employee Recognition				24		
25	\$10,022	\$0		25	Election Fees				25		
26	\$11	\$1,200		26	Insurance				26		
27	\$0	\$0		27	Legal Ads				27		
28	\$83	\$0			Legal Counsel				28		
29	\$3,109	\$100			Meeting Expense				29		
30	\$455	\$200			Office Supplies				30		
31	\$43	\$56			Payroll Processing Fee				31		
32	\$3,782	\$0			Printing				32		
33	\$13,633	\$375			Professional Services				33		
34	\$0	\$850			Telecommunications				34 35		
35	\$0	\$0			Uniforms				35		
36	\$8,062	\$873		_	Utilities				36		
37	\$3,652,607	\$457,559	\$0		TOTAL MATERIALS AND SERVICES	\$0	\$0	\$0	37		
38	\$4,091,830	\$530,939	\$0	38	ORGANIZATIONAL UNIT / ACTIVITY TOTAL	\$0	\$0	\$0	38		

150-504-030 (Rev 11-18)

#### **REQUIREMENTS SUMMARY**

FORM LB-30

#### NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM

### RIDECARE FUND (name of fund)

Sunset Empire Transportation District (name of Municipal Corporation)

					(name of rana)		(	incipal corporation)	
	Historical Data  Actual Adopted Budget				Budget For Next Year 2020-2021				
•	Second Preceding Year 2017-2018	First Preceding Year 2018-2019	This Year 2019-2020		REQUIREMENTS DESCRIPTION	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	1
1				1	PERSONNEL SERVICES NOT ALLOCATED				1
2				2					2
3				3					3
4	\$0	\$0	\$0	4	TOTAL PERSONNEL SERVICES	\$0	\$0	\$0	4
5				5	Total Full-Time Equivalent (FTE)				5
6				6	MATERIALS AND SERVICES NOT ALLOCATED				6
7				7					7
8				8					8
9	\$0	\$0	\$0	9	TOTAL MATERIALS AND SERVICES	\$0	\$0	\$0	9
10				10	CAPITAL OUTLAY NOT ALLOCATED				10
11				11					11
12				12					12
13	\$0	\$0	\$0	13	TOTAL CAPITAL OUTLAY	\$0	\$0	\$0	13
14				14	DEBT SERVICE				14
15	\$13,200	\$13,200		15	Debt Service Principal				15
16	\$1,796	\$725		16	Debt Service Interest				16
17	\$139	\$82		17	Loan Fees				17
18	\$15,135	\$14,007	\$0	18	TOTAL DEBT SERVICE	\$0	\$0	\$0	18
19				19	SPECIAL PAYMENTS				19
20	\$181,716			20	DMAP - Repayment Agreement				20
21				21					21
22	\$181,716	\$0	\$0	22	TOTAL SPECIAL PAYMENTS	\$0	\$0	\$0	22
23				23	INTERFUND TRANSFERS				23
24				24					24
25				25					25
26				26					26
27				27					27
28				28					28
29	\$0	\$0	\$0	29	TOTAL INTERFUND TRANSFERS	\$0	\$0	\$0	29
30				30	OPERATING CONTINGENCY				30
31				31	RESERVED FOR FUTURE EXPENDITURE				31
32				32	UNAPPROPRIATED ENDING BALANCE				32
33	\$196,851	\$14,007	\$0	33	Total Requirements NOT ALLOCATED	\$0	\$0	\$0	33
34	-			34	Total Requirements for ALL Org. Units/Programs within fund	\$0			34
35				35	Ending balance (prior years)				35
36	\$196,851	\$14,007	\$0	36	TOTAL REQUIREMENTS	\$0	\$0	\$0	36
_				_					

150-504-030 (Rev 11-18)



#### SUNSET EMPIRE TRANSPORTATIO DISTRICT DRAFT BUDGET COMMITTEE MEETING MINUTES MAY 16, 2020 9:00 AM

1. CALL TO ORDER- Chair Debbie Boothe-Schmidt called the Zoom virtual meeting to order at 9:04 AM.

#### **ROLL CALL:**

Budget Committee- Debbie Boothe-Schmidt, Tracy MacDonald, Tamara Taylor, Pamela Alegria, Charles Withers, Tita Montero, Christine Lolich, Jeff Frane, MaryAnn Brandon, and John Lansing. Diana Nino joined the meeting at 10:35 am. Kevin Widener, Melinda Ward and Larry Taylor excused.

Staff Present- Executive Director Jeff Hazen, Finance Officer Tracy Lofstrom, Operations Paul Lewicki, Transportation Options Specialist Kathy Kleczek, Executive Assistant Mary Parker

2. ELECTION OF 2020-2021 BUDGET COMMITTEE OFFICERS-

#### **BUDGET COMMITTEE CHAIR**

Commissioner Alegria nominated Tita Montero for Budget Committee Chair John Lansing seconded the nomination

Tita accepted the nomination

#### **BUDGET COMMITTEE SECRETARY**

Board Chair Debbie Boothe-Schmidt nominated Mary Ann Brandon as Budget Committee Secretary

Mary Anne accepted the nomination

3. APPROVAL OF MAY 15, 2019 BUDGET MEETING MINUTES

Commissioner Alegria stated that it is difficult to approve Budget minutes from a year ago and requested that the Budget Committee meet to approve the minutes from this meeting within a couple weeks. Executive Director Hazen said a meeting for that purpose would not be allowed under Oregon budget law. Hazen said that the minutes from this meeting would be completed and sent out within a couple of weeks. Mary Parker added that the Budget minutes being approved today were completed and included in the Budget Hearing meeting pack in June 2019. Commissioner Alegria stated that she had 2 corrections; contractor was misspelled on page 4 and building misspelled on page 5.

Commissioner Alegria moved to approve the May 15, 2019 Budget Committee Meeting Minutes as amended.

Jeff Frane seconded the motion Motion passed unanimously

4. BUDGET OFFICER PRESENTATION- Budget Officer Jeff Hazen reviewed the Budget Message presented for fiscal year 2020-2021. Hazen updated the committee on what SETD is currently doing to protect riders and staff during the Covid 19 pandemic including the hiring of 14 Sani-techs that began working on March 19<sup>th</sup>. The Sani-techs are riding on each bus route all day and routinely disinfecting touch points and assisting with the required 6-foot rider/driver distancing. Hazen said he knows of no other transit service in the country that has gone to this extent. The decision to hire the Sani-techs was based on keeping buses as safe as possible and to employ some of the local service workers that had lost their jobs. Ridership had gone down 30% to 60% for the first month but it is up a this week. In February the District had rolled out some of our planned Service Improvements with several new routes and ridership had greatly increased until the Covid 19 effects hit. The District has kept all routes going. The Seaside Transit Office and Astoria Transit Center were closed to protect staff and because the Board

approved going fare free for April and May so there was no need to sell tickets at either location. Customer Service Representatives were put on administrative leave, which will be payed for by the CARES Act. The CARES Act is paying for the Sani-techs, sanitation supplies, hourly employees that are still working and are receiving an extra \$2 an hour and will be repaying the District for all lost fare revenue. Hazen reported that the the new guidelines that just came out from the Oregon Health Authority reducing spacing from 6 feet to 3 feet but all riders are required to have some type of face coverings to ride the bus which we can provide. Tita Montero asked what is the plan if someone does not have a mask is given a mask but refuses to wear the mask. Hazen said they can refuse to wear a mask and indicate they have a condition which causes their inability to wear a mask. If they do not have a medical condition and refuse to wear a mask they will not be allowed to ride the bus. Hazen said there is a tremendous amount of money out there for transit services and can apply for 3 more times, so we are processing what we want to ask for. We are currently using this money for Operations instead of 5311 funds because reimbursement of 5311 is at 50% and the CARES Act is at 100%. This has helped with our ending fund balance.

General Fund- Hazen reported that the budget for next year is balanced. There has been a large increase in fund transfers most from the STIF funds for services we have expanded this year and what we plan for next year. There is also a large increase to the 5399 Bus and Bus Facilities grant. The District is purchasing 8 new buses with 3 arriving next week. Timber revenue has dramatically decreased and revenues for this year have not come in as projected. Jeff Frane asked if Hazen knew what the production time would be for the buses. Hazen said production is beginning to ramp up so about 9 to 11 months.

Personel Costs- Represented employees are receiving a step increase of 2% on July 1<sup>st</sup> so we have matched that for the non represented employees as well. Medical benefit costs are increasing this year by 15%. We are obligated to pay full time employee's premiums for represented employees and will mirror that with all other employees. This means that we will be going from a \$950 a month premium subsidy to \$1060 and only covers the employee. This will increase the amount an employee will have to pay for their spouse and family. We are keeping the same plan, but employees will see an increase in their deductable go from \$3,500 to \$5,000.

In Materials and Services- We have budgeted \$135,000 in Computer Information Technology Services. This line item covers the costs of our IT monitoring contractor along with the cost of the various software programs we use including the new accounting program that will be going live in July.

The Small Equipment/tools line has gone down by \$14,000 because we purchased several more computers this year due to Windows 7 no longer being supported by Microsoft which increased vulnerability to our system. There were also 5 new lap tops purchased to allow staff to work from home.

Fuel costs continue to decrease dramatically. Current prices are at a level that haven't been seen in years.

Professional Services remains at \$54,000 because we are just now kicking off our update to our Coordinated Human Services Transportation Plan.

Telecommunications has been increased for the Wi-Fi project on buses which Hazen said is being worked on and will roll out this year.

The Capital Outlay line provides funding for 8 buses. We also have included funds to purchase new bus shelters and signage. The §5339 Grants cover the majority of the cost of four of the buses and STIF provides the matching funds for these grants.

The E-Fare system also is funded by the STIF Discretionary grant with local match coming from the Capital Reserve. We have kept a new HVAC system in this budget since we will not be purchasing one this year but most likey will next year.

We are continuing with the design and construction of a Mobility Lab that will be used for travel training and evaluation of Paratransit applicants.

Hazen said one of the most exciting things that happened this year was when we paid off the last of our debt. Hazen said a framed copy of the final check to US Bank is in his office. This was a huge milestone and put a lid on the negative past that we had for the last 10 years. We celebrated at a Board meeting and now have that behind us so now we can go forward 100%.

The STF fund will continue to fund part of the Route 15 and Route 101B. This will likely be the last year of STF. There are plans to consolidate the STF fund with the STIF fund as directed by the Legislature.

The STIF Formula Fund will be funding Service Improvements that began this year and other improvement slated for next year. As mentioned this is the fund that will be paying for the update to our Coordinated Human Service Transportation Plan.

The STIF Statewide Discretionary Transit Network Program Fund will provide funding to continue to operate the Lower Columbia Connector Route from Astoria to Portland. We will be providing this service the entire length of the route, three times a day. We will also be purchasing a new electronic fare system with these funds. Hazen said we are seeing ridership increase and now have a contract with Amtrak to sell Connector passes.

Commissioner Alegria asked about the total resources are listed on page 10 as \$6,537,712 but under Gerneral Fund in the Budget under resources are listed as \$6,599,132. Hazen thanked Commissioner Alegria and said he forgot to change the total resources in the Budget Message, but it is correct in the Budget Statement.

Hazen also said that the Timber Revenue is down 19% this year so we went very conservative for next year.

Commissioner Withers asked what the expectations are for the Lower Columbia Connector in the next 90 days. Hazen said as with all SETD routes, we have no plans on cutting any service at this time.

Jeff Frane said he remembered a discussion last year about the effect of a large increase in cruise ship service this year and you were moving towards more service and more operators to accommodate this. Hazen said that Covid really changed that and that he is not expecting any cruise ships now or in the fall. Hazen said it is a "wait and see" and it does not make sense to make any changes until things open up and we can look at that. Jeff Frane said he wondered if not having the cruise ships would release any funds but will wait and see what it looks like in fares.

Commissioner Alegria said she wanted to give a plug for the Columbia Connector and not give up on it.

The Capital Reserve Fund will provide match money for the E-Fare system and HVAC system. The General Fund is also transferring \$50,000 to this fund.

Executive Director Hazen reported that Commissioner Alegria had sent him several questions on May 14<sup>th</sup> which he presented with answers to the Budget Committee and have been added to the meeting minutes with answers in blue.

**Overall question:** What does "Second Proceeding Year" and "First Proceeding Year" mean. It does not make sense; it is confusing. Perhaps rename or eliminate these descriptions. We have used the Oregon Department of Revenue's local budget forms many years. We can remove those words.

#### **Resources General Fund p.13**

**#3-Previous Taxes**: What/where is the \$27,000 from? Does this mean not yet received? Previous Taxes are taxes that are collected from previous tax years.

**#5-Transferred In**: What specific amounts comprise/total \$1,669,717?

STF	\$140,725
STIF Formula	\$1,043,228

STIF STD Discretionary	\$436,764
Capital Reserve	\$49,000
Total	\$1,669,717

**#7-State Mass Transit**: How is it calculated: a specific percentage of salaries? Why is this amount higher than previous years? It is a percentage of salaries of State employees that live within the District's boundaries. Our income this year is now projected to come in at over \$79,000. The first three quarters of the year are ahead of budget by \$7,300.

**#10-Fares:** \$250,000-Is this too high? Middle of March decline 34%-61%. Prior to COVID-19, we were running an increase in fares of 43%, February showing a 54% increase due to expanded service. For the current year, we budgeted \$290,000. We believe that the \$250,000 is a very conservative number. If not for COVID-19, we likely would have seen a budget north of \$350,000.

**#12-STF Funds**: Why is this zero when your budget message states that ..."STF funds will continue to fund part of Rte. 15 and Rte. 101B". STF has a separate fund. This line will drop off in two years.

**#17-Transportation Options:** Why is the amount the same \$86,577 as adopted in 2019-2020? The current agreement with ODOT is a set amount for a three year period, this being the last year of the agreement.

**#30-Taxes** estimated to be received \$1,000,000-Why higher than previous years when many businesses are closed, some may not survive, and new construction may decline? Used the Department of Revenue's local budgeting guidance. Construction has not declined during the COVID-19 pandemic.

### Requirements Summary p.17 Requirements Descriptions

#9-Total Debt Service: What is this? Why Year to Date higher than adopted budget? This will not be the final number. In July of 2019, a debt payment was made for the month of June in Fiscal year 2019. The auditors will have us do a journal entry to attribute the payment to Fiscal year 2019.

Item 21 Operating Contingency: \$169,000 is less than last year and this coming year has more economic uncertainty. Fuel prices are low this year, but what happens when fuel increase. We are confident in this number. Budget for the current year is \$190,000 and we will not be utilizing it. Fuel prices were much higher in the first half of the current year and we were still running significantly under budget. History from the previous two years show us averaging \$176,000 per year. We feel that the budgeted amount of \$250,000 gives us sufficient protection for any potential price increases.

- 5. DISCUSSION OF FUND BUDGETS- Executive Director Hazen reviewed the Resources and Requirements for each of the funds listed.
  - i. General Fund- Total Resources \$6,599,132 Total Requirements \$6,599,132

5 Minute break was called Chair Tita Montero at 10:27 AM Budget Committee Meeting called back to order at 10:35 AM

- ii. STF Fund- Total Resources \$140,725 Total Requirements \$140,725
- iii. STIF Formula Fund- Total Resources \$1,382,701Total Requirements \$1,382,701
- STIF Discretionary Fund- Total Resources \$436,764 Total Requirements \$436,764
- v. Capital Reserve Fund- Total Resources \$183,455 Total Requirements \$183,455
- 6. PUBLIC COMMENT- None

7. APPROVE BUDGET- Budget Committee Chair Tita Montero asked if there were any questions from the committee.

Commissioner Alegria asked if the District has accommodations for cyber security if we are hacked. Hazen said that is part of insurance and part of what our IT service does.

Commissioner Nino asked considering everything that is going on with workers not paying taxes for the fund we receive and others losing their jobs, how much could we be off on the proposed budget if this continues? Executive Director Hazen said there is no way of knowing but we did the best estimates we could. Commissioner Nino asked what if we go over budget. Executive Director Hazen said we would have to do a Supplemental Budget which is very likely that we will be doing.

Jeff Frane moved that the Budget Committee of Sunset Empire Transportation District approve the Budget for the 2020-2021 Fiscal Year in the amount of \$8,742.777.

Commissioner MacDonald seconded the motion

Discussion- None

Motion passed unanimously

Commissioner Tamara Taylor moved that the Budget Committee of Sunset Empire Transportation District approve and recommend that the SETD Board of Commissioners adopt property taxes for the 2020-2021 fiscal year at the rate of 16.2 cents per \$1000 of assessed value for the permanent tax levy.

Jeff Frane seconded the motion

Discussion- Commissioner Withers said he had been muted and was unable to be heard during the vote. Commissioner Alegria asked where the 8 million was in our packet. Hazen said it is the total of all the funds combined and was not in packet in case there were changes made during the meeting. Motion passed unanimously

Budget Committee Chair Tita Montero said we have done a really good job and did that is because we were presented with a good budget. This was the shortest budget meeting I have been on for several years. Very few questions and very clean presentation of the Budget. Tita said she wanted to commend Executive Director Hazen and the staff for that.

Commissioner Alegria said thank you for the hard work

Jeff Frane said he was very impressed by how clean the Budget process was this time. The first time I participated it was pretty much a nightmare. It is great to see in spite of everything going on that the District is healthy. It is good to see things moving forward and improving.

Chair Boothe-Schmidt said she agreed with Jeff Frane and added it has been a privilege to work with you

Meeting was adjourned at 11:25 AM	Mary Parker, Recording Secretary		
	Date		
Rudget Secretary			

#### Sunset Empire Transportation District 900 Marine Drive Astoria, OR 97103

#### **BOARD RESOLUTION**

IN THE MATTER OF ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2020-2021, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES RESOLUTION AND ORDER NO. 2020-03

**BE IT RESOLVED** that the Board of Directors of the Sunset Empire Transportation District hereby adopts the budget for fiscal year 2020-2021 in the sum of **\$8,742,777** now on file at the administrative offices of the Sunset Empire Transportation District at 900 Marine Drive, Astoria, Oregon.

**BE IT RESOLVED** that the amounts for the fiscal year beginning July 1, 2020 and ending June 30, 2021 and for the purposes shown below are hereby appropriated as follows:

All Funds	(Note –	Numbers are rounded)	
Personnel Services	\$	2,893,932	
Materials and Services	\$	1,082,200	
Capital	\$	1,683,000	
Unappropriated Ending Balance	\$	1,198,928	
Debt Service	\$	0	
Contingency	\$	165,000	
Interfund Transfer	\$	1,719,717	
Total Department	\$		8,742,777

**BE IT RESOLVED** that the Board of Directors of Sunset Empire Transportation District hereby imposes the taxes provided for in the adopted budget at the rate of \$0.162 per \$1,000 of assessed value; and that these taxes are hereby imposed and categorized as follows for the tax year 2020- 2021 upon the assessed value of all taxable property within the district.

	General Government	Excluded from Limitation
General Fund	\$0.162/\$1,000	0

**BE IT RESOLVED** that the Executive Director will hereby certify to the Clatsop County Assessor the imposed taxes made by this resolution and file with the Assessor a copy of the Budget as finally adopted by July 15, 2020.

**ADOPTED AND APPROPRIATED** by the Board of Directors on June 25<sup>th</sup>, 2020

#### Board of Directors for Sunset Empire Transportation District

By:		, Chair of the Board	
ATTEST:			
By:		, Secretary of the Board	d
June 25, 2020			
Sunset Empire Transportation District Resolution 2020-03			
Budget Adoption 2020-2021			
MOTION OF ADOPTION	AYE	N0	

Name	Aye	No	Absent
Chair Boothe-Schmidt			
Commissioner Taylor			
Commissioner MacDonald			
Commissioner Widener			
Commissioner Withers			
Commissioner Nino			
Commissioner Alegria			

#### Sunset Empire Transportation District 900 Marine Drive Astoria, OR 97103

#### **BOARD RESOLUTION**

IN THE MATTER OF ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2020-2021, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES RESOLUTION AND ORDER NO. 2020-03

**BE IT RESOLVED** that the Board of Directors of the Sunset Empire Transportation District hereby adopts the budget for fiscal year 2020-2021 in the sum of **\$8,742,777** now on file at the administrative offices of the Sunset Empire Transportation District at 900 Marine Drive, Astoria, Oregon.

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Debt Service	\$	0
Contingency	\$	165,000
Interfund Transfer	\$	1,719,717
Total Department	\$	8,742,777

**BE IT RESOLVED** that the Board of Directors of Sunset Empire Transportation District hereby imposes the taxes provided for in the adopted budget at the rate of \$0.162 per \$1,000 of assessed value; and that these taxes are hereby imposed and categorized as follows for the tax year 2020- 2021 upon the assessed value of all taxable property within the district.

	General Government	Excluded from Limitation
General Fund	\$0.162/\$1,000	0

**BE IT RESOLVED** that the Executive Director will hereby certify to the Clatsop County Assessor the imposed taxes made by this resolution and file with the Assessor a copy of the Budget as finally adopted by July 15, 2020.

**ADOPTED AND APPROPRIATED** by the Board of Directors on June 25th, 2020

# Board of Directors for Sunset Empire Transportation District

By:		, Chair of the Board		
ATTEST:				
By:		, Secretary of the Board	d	
June 25, 2020				
Sunset Empire Transportation District Resolution 2020-03				
Budget Adoption 2020-2021				
MOTION OF ADOPTION	AYE	N0		

Name	Aye	No	Absent
Chair Boothe-Schmidt			
Commissioner Taylor			
Commissioner MacDonald			
Commissioner Widener			
Commissioner Withers			
Commissioner Nino			
Commissioner Alegria			

Date: June 19, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.b ODOT Agreement #34220

This grant is for the replacement of five buses and the expansion of the fleet by two buses. The amount of the grant is \$1,065,050 and requires a local match of \$187,950 which is funded by the STIF Formula Fund in the budget for FY 2020-2021.

Staff is recommending that the Board approve ODOT Agreement #34220 and authorize the Board Chair to sign it.

# RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Sunset Empire Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

#### **AGREEMENT**

- 1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
- 2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget** 

**Exhibit B: Financial Information** 

**Exhibit C: Subcontractor Insurance** 

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at http://www.oregon.gov/odot/pt/, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at \$1,253,000.00. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed \$1,065,050.00 in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
- 4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
- 5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at http://www.oregon.gov/odot/pt/. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

- 6. Disbursement and Recovery of Grant Funds.
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
  - b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
    - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
    - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
    - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
    - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
  - c. Recovery of Grant Funds. Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
- 7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
  - a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
  - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor

- accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### 8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.

#### d. Audit Requirements.

- i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054\_6037.html

# c. Subagreement indemnity; insurance

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be

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- liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.
- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

# 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be

established by Recipient in such written notice, if:

- The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

- state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- I. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Sunset Empire Transportation District/State of Oregon Agreement No. 34220

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

#### SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District/State of Oregon Agreement No. 34220

<b>Sunset Empire Transportation District</b> , by and through its	<b>State of Oregon</b> , by and through its Department of Transportation	
	Ву	
Ву	Karyn Cris	
(Legally designated representative)	Rail and P	ublic Transit Division Administrator
Name	Date	
(printed)		
Date	APPROVA	AL RECOMMENDED
Ву	Ву	Arla Miller
Name	Date	06/15/2020
(printed)		
Date	_	ED AS TO LEGAL SUFFICIENCY
	(For funding	over \$150,000)
APPROVED AS TO LEGAL SUFFICIENCY	Ву	
		Attorney General
(If required in local process)		,
D		Marvin Fjordbeck by email
By Recipient's Legal Counsel	(printed)	
Recipient's Legal Courise	Data	03/13/2017
Date	Date	03/13/2017
Date		
Recipient Contact:		
Jeff Hazen		
900 Marine Drive		
Astoria, OR 97103		
1 (503) 861-5399 jeff@ridethebus.org		
Jen what he basions		
State Contact:		
Arla Miller		
555 13th Street NE		

Salem, OR 97301-4179 1 (503) 861-2798

Arla.MILLER@odot.state.or.us

#### **EXHIBIT A**

# **Project Description and Budget**

# **Project Description/Statement of Work**

Project Title: 533 Vehicle Replaceme	<b>39 Sunset Empire T</b> nt and Expansion	ransportation Dis	trict 34220	
Item #1	L: Bus < 30ft			
	Total	Grant Amount	Local Match	Match Type(s)
	\$270,000.00	\$229,500.00	\$40,500.00	Local
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$400,000.00	\$340,000.00	\$60,000.00	Local
Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$183,000.00	\$155,550.00	\$27,450.00	Local
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$400,000.00	\$340,000.00	\$60,000.00	Local
Sub Total	\$1,253,000.00	\$1,065,050.00	\$187,950.00	
<b>Grand Total</b>	\$1,253,000.00	\$1,065,050.00	\$187,950.00	

#### 1. PROJECT DESCRIPTION

Purchase 2 transit vehicles as follows: useful life - 7 years or 200,000 miles; approximate length - 25 to 30 feet; estimated number of seats - 16; estimated number of ADA securement stations - 2; fuel type - gasoline.

Purchase 2 transit vehicles as follows: useful life - 5 years or 150,000 miles; approximate length - 20 to 25 feet; estimated number of seats - 8; estimated number of ADA securement stations - 4; fuel type - gasoline.

Purchase 1 transit vehicle as follows: useful life - 10 years or 350,000 miles; approximate length - 25 to 35 feet; estimated number of seats - 28; estimated number of ADA securement stations - 2; fuel type - diesel.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

- 1. OPTIS No. V000522; 2009/Ford/Starcraft; 1FDWE35F62HA04693.
- 2. OPTIS No. V000813; 2009/Ford/Eldorado; 1FDFE45S89DA51003.
- 3. OPTIS No. V002202; 2003/Blue Bird/Transit; 1BAGHBXA13F215934.
- 4. OPTIS No. V002203; 2004/Blue Bird/Transit; 1BAGHBXA33F215935.
- 5. OPTIS No. V002204; 2003/Blue Bird/Transit; 1BAGHBXA53F215936.

Purchase 2 transit vehicles as follows: useful life - 7 years or 200,000 miles; approximate length - 25 to 30 feet; estimated number of seats - 23; estimated number of ADA securement stations - 2; fuel type - gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

# 2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: July 1, 2020. Expected delivery date: June 30, 2022.

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

#### 3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include State grant funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

#### 4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter, copies of all invoices associated with expenses identified for reimbursement, and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

#### **EXHIBIT B**

# **FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart  $\sf F$ .

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142	CFDA Number	Total Federal Funding
9300.1A		20.526 (5339)	\$1,065,050.00
	Seattle, WA 98174		

# **Administered By**

Public Transportation Division 555 13th Street NE Salem, OR 97301-4179

#### **EXHIBIT C**

## **Insurance Requirements**

#### GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### TYPES AND AMOUNTS.

- i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
- ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

- \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
- iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

  Bodily Injury, Death and Property Damage:
- \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

#### TYPES AND AMOUNTS.

- i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
- ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

- \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
- iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### **EXHIBIT D**

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

- 1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
- 2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
- 3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- 4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:
  - The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.
- 5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Date: June 25, 2020

To: Board of Commissioners

From: Kathy Kleczek, Transportation Options

Re: Agenda Item 9.c.1 Letter of Support for City of Warrenton Safe Routes to School Construction Grant Application

The City of Warrenton is currently in the process of applying for Safe Routes to School Construction Grant funds. The area they are proposing enhancements and improvements is an area serviced by Sunset Empire Transportation District. Safe Routes to School program grants are funds the are spent in a way to benefit students walking or biking to school and the community as a whole.

The Safe Routes to School Program recommends grant applicants get Letters of support from collaborating agencies, and specifically transit agencies. As improvements and enhancements along Main Street in Warrenton will benefit students, and riders of the transit district, I would like to ask the SETD Board to support the application by the City of Warrenton and authorize the Board Chair to sign the letter of support.



# SUNSET EMPIRE TRANSPORTATION DISTRICT 900 Marine Drive Astoria, Oregon 97103

June 25, 2020

Dear Safe Routes to School Advisory Committee and Oregon Transportation Commission,

Sunset Empire Transportation District would like to express support for the City of Warrenton Safe Routes to School Construction Grant Application. The City has expressed an interest in improving the walkways on Main Street in Downtown Warrenton. Main Street in Warrenton is the major road between the downtown and the Grade School, as well as the High School and the Grade School. The City is proposing improved crosswalks to enhance the safety of students as they walk or ride to school or school activities. Additionally, the City proposes constructing enhanced walkways to connect the downtown to the High School facilitating walking safely from the Grade School to activities that may be held on the High School grounds.

As the Transportation District responsible for providing transit service for Clatsop County, including the City of Warrenton, Sunset Empire Transportation District is in support of measures proposed to enhance safety for both walkers, riders, and drivers on the Main Street corridor. The District supports and encourages the community's ability to engage actively in areas surrounding the schools. Walking and biking to school establishes a level of confidence that can be a benefit to children that can continue through adulthood. Safe routes to school are a great means to foster healthy habits and create accessible neighborhoods. Establishing safe streets is a keystone to an equitable society available to all, Sunset Empire Transportation District is in support of measures to extend access via safe walking or riding as it supports our goals of enhancing a well-rounded transit system for all.

We look forward to collaborating with the City of Warrenton to create a Main Street that is safe for students walking or riding to school, as well as creating a lively corridor for the community as it grows.

Thank you for your consideration of the construction grant application by the City of Warrenton.

Sincerely,

Debbie Boothe-Schmidt, Chairperson SETD Board of Commissioners

Date: June 19, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.d Resolution 2020-4

Earlier this week, as Chair of the Public Transportation Advisory Committee I sent out a statement that I wrote with the help of the Vice-Chair. This statement in is response to what is going on in the nation at this current time. That statement went out to all transit agencies in Oregon with the hope that they will adopt a statement affirming their support of their commitment to diversity, inclusion and equity.

Staff is highly recommending that you adopt Resolution 2020-04 reflecting the District's commitment.



# **Sunset Empire Transportation District**

# Board of Commissioners RESOLUTION 2020-04

Like the rest of the nation, the Sunset Empire Transportation District (SETD) Board of Commissioners is in shock over the senseless death of George Floyd, demonstrating that our systems and our people have a ways to go to eliminate the inequalities and prejudices that continue to be a part of our American life. We have seen the level of divisiveness in ensuing protests, clashes, looting and rioting that have gripped the country from coast to coast including here in Oregon.

Public transportation came to the forefront of the civil rights movement on December 1<sup>st</sup>, 1955 when Rosa Parks refused to give up her seat to a white man on a bus in Montgomery, Alabama. Her actions and subsequent conviction inspired the Rev. Martin Luther King, Jr., and other civil rights leaders to organize the Montgomery Bus Boycott which lasted just over a year.

It is with this bold spirit and purpose we stand against the pervasive prejudice that continues to plague our communities and our country.

Title VI prohibits discrimination on the basis of race, color, national origin, religion, sex, disability, and age in the provision of services to the public. It's the law. But it is so much more than that, it's our moral obligation.

Now more than ever, Sunset Empire Transportation District's Board of Commissioners commitment to diversity, inclusion, and equity remains a fundamental part of who we are as an industry and as individuals. Our actions define us, and we must be ever diligent to serve our community as an example, without prejudice, bias, or discrimination.

A movement was ignited by the brave actions of Rosa Parks on a bus over a half-century ago. Resolution 2020-04 defines the commitment that Sunset Empire Transportation District is making to honor that effort, stand against prejudice and be part of the solution to achieve equality.

MOTION OF ADOPTION – The Board of Commissioners of Sunset Empire Transportation move to approve Resolution 2020-04

Name	Aye	No	Absent
Chair Boothe-Schmidt			
Commissioner Taylor			
Commissioner MacDonald			
Commissioner Widener			
Commissioner Withers			
Commissioner Nino			
Commissioner Alegria			

PASSED BY A MAJORITY OF THE BOARD OF COMMISSIONERS WITH A QUORUM IN ATTENDANCE THISDAY OF2020.
SUNSET EMPIRE TRANSPORTATION DISTRICT, CLATSOP COUNTY, OREGON
Ву
Title: Debbie Boothe Schmidt, Board Chair
ATTEST:
Ву:

Title: Tracy MacDonald, Secretary/Treasurer

Executive Director Report June 2020 Board Meeting Jeff Hazen

# -Ridership

I've been taking additional time off and haven't had a chance to update ridership numbers. I will email them to the Board prior to the meeting.

## -Transit Sector Requirements

The rollout of the requirements has gone fairly smoothly. We are providing about 100 masks a week to riders that don't have them. The County has another large supply, so Paul has put in a request for 1,200 more in order to get us through the summer months.

# -Website trip planner

When our website was built a few years ago in partnership with the NWOTA partners, the trip planner that is on it is a Google based trip planner. We discovered that Google doesn't allow trip planning more than 60 days out. This is problematic for people that plan trips a long time out to utilize our planner. We received a grant to update our trip planner and we now have it in the beta stage. It is an open source trip planner and does not have the constraints that Google has. It will also allow people to see demand response services as well. Staff received a training from Trillium on Friday, and we were able to provide them with comments on things we would like to see included. We don't have a firm date on the rollout but will let you know when we do.

# -Coordinated plan update

Jason and I have reviewed the survey that the consultants have drafted and provided comments on it. We also have developed a list of stakeholder agencies in the area that we will be providing them. I spoke with Christy from RLS and we are holding off on determining when we will hold a workshop with the stakeholders. RLS has extended their travel ban through July so we are hoping to hold a workshop in August. It will be a hybrid in person/virtual meeting so people can choose to be here in person or online.

#### -Conference room video equipment

iFocus installed the new system on Thursday and Kathy and I had a training Friday morning on how to use it. We are going to play around with it at the beginning of the week to make sure we are comfortable with it. Our goal is to give it a test run at this Board meeting. I'll be in the conference room for the meeting.

#### -CTAA virtual expo

Last week, Jason and I attended a two-day virtual expo put on by CTAA since the expo in May was postponed. They did an excellent job putting it together for the several hundred people that attended. While it was great, nothing beats the networking that you get out of in-person conferences and we are looking forward to that in November.

#### 2019-2021 SETD Priorities

# Priority One

- Benchmark Services
  - o Ridership Increases & Decreases (3%)
  - On-time Performance May was 54.2% on time. TCTD was 60.5% and Lincoln County was 63.0%.
  - o Fleet reliability
  - o Employee Retention 24.1% turnover YTD.
- Develop a SETD specific emergency plan.
  - o SETD operational specific emergency operation plan
  - o Medical emergencies
  - o Accidents
  - o Behavioral emergencies at facilities and on buses
  - o Emergency contact and reporting requirements
  - o Strategic county wide transportation plan that integrates into Clatsop County Emergency Plan.
- Develop a Succession Plan for Key Management Positions
- Develop Route Standards
  - o Summer Schedule
  - o September Through May Schedule
- Develop Demand Management Standards
  - o Paratransit
  - o Dial a Ride
  - o First Mile Last Mile
- Increasing services
  - o Fixed routes Astoria weekend service started in November. Additional service improvements began on February 3<sup>rd</sup>.
- Improving System
  - o Improved lighting at bus shelters
  - o Route on-time performances.
  - o Amenities

# Priority One (continued)

- Technologies
  - o E-fare RFQ delayed until after the holidays
  - o Electronic charging stations on buses
  - o On-board wi-fi
- Improve Appearance
  - o Buses Sani Techs have done a great job on the interiors on the routes.
  - o Shelters
  - o Facilities

# Priority Two

- Develop feasibility of moving Warrenton Operations facility
  - o Out of the inundation zone
  - o Upgrade to include an automatic bus washing system
- Begin to convert the fleet to electric and away from fossil fuels Unsuccessful for the 2019 LowNo grant solicitation.
- Strategically Locate Park and Rides
- Improve District Signage

# Priority Three

- Identify new funding opportunities
  - o Seek public/private partnerships
  - O Continue to explore new Federal/State/Local grant opportunities CARES Act has provided us \$500,000 in formula funds. The needs-based program has a tremendous amount more in it that is available as well. Veteran's grant has been approved at a higher amount than requested. We are waiting for the grant agreement.
  - o Rebuild Ride Pal Program and Volunteer Program

JuneOperations May 2020 Report Paul Lewicki

With the approval of Phase 2 of Opening Oregon having been approved for Clatsop County, District staff who have been working at home for the past several weeks are returning to their offices – myself included. I am glad to be back where the action is and look forward to Operation's part in determining and establishing the new normal.

Our drivers and other operations staff continue to demonstrate a high level of service and commitment during this time and as we move into phase two of reopening Oregon in Clatsop County. We continue to practice physical distancing, require face coverings and regularly disinfect buses and facilities. To date, we have maintained our regular schedule throughout the pandemic – except for the Lower Columbia Connector two days during the unrest in Portland. We have initiated our summer route in Seaside via the Streetcar, and other routes remain in service. We await input from Cannon Beach to determine when we will begin operating Route 17 (Summer weekdays).

District leadership has awarded the Employee of the Quarter award for the most recent period to the entire driver staff as recognition for their outstanding team efforts during the successful implementation of our recent route realignments and their amazing commitment to our riders and to the District during the onset of the COVID-19 pandemic.

Delivery of our three Arboc, low-floor buses occurred this month. Our larger bus, part of this procurement, has been received at the vendors site Canby, Oregon, and will undergo a pre acceptance inspection and wrap installation at that site. We are working with the vendor to schedule a date for the installation of the video recording and passenger counting hardware. We will also be installing video recording equipment on our Portland motor coaches at the same time. This should occur on or before June 26.

We have created an additional Driver Supervisor position in Operations. This is the result of several factors including our increased number of drivers, the need to manage additional programs and protocols resulting from the onset of the coronavirus, as well as the implementation and monitoring of technological systems to improve the efficiency of operations and collection and analysis of transit data to support management decisions going forward. The new position ensures that there will be an on-duty supervisor available to drivers during every shift.

As reported last month, we are working on a procurement for the region's transportation agencies to acquired disinfecting equipment. Hand sanitizer dispensers have been ordered and will be installed on every bus for the use of riders as well as drivers. These units are in production and delivery is expected within the next 10 days. Installation will occur immediately upon receipt. Funds to purchase units for disinfecting buses each day at the end of shift are being requested under the CARES Act. This is a formal procurement under Oregon law, and will require a process to complete. The grant approval process may take two months, and the lead time for the equipment is about two-and-a-half months. In the meantime, our current protocol requires the drivers to wipe down their buses every four hours, and our buses to be more deeply cleaned at the end of each day of revenue service.

# RIDE ASSIST June 2020 Report Jennifer Geisler

- In May, Ride Assist provided a total of 469 rides. ADA Paratransit had 275 rides, we provided 90 Medicaid rides for NorthWest Rides, 0 VETP and had 57 escorts. That is an average of 18 rides per day.
- There were zero ride denials in May.
- Dial A Ride service has been postponed until further notice.
- With local living facilities in lock down, seniors continuing to self-quarantining and the food bank doing drive through pick up, we have continued to deliver food bank boxes every Thursday. In May we delivered 47 food bank boxes. Many have expressed how this service has greatly helped their difficult situation.
- ADA Paratransit Report for May

Number of completed applications received: 3

Number of incomplete applications received: 0

Number of interview/assessments scheduled: 0

Number of interview/assessments completed: 3

Number of determinations made: 3

Within 21 days: 3

More than 21 days: 0

Determination by type:

Unconditional: 3

Conditional:

Temporary:

Not eligible:

Number of appeals requested: 0 Number of appeals heard: 0

# RideAssist Fares Collected/Billed for May 2020

Para-transit Fares: \$0
Dial-A-Ride \$0
Ticket books sold: \$72
Tickets Collected: \$0
VETP Billed: \$0

Mobility Management June 2020 Board Report Jason Jones

- There were no in-person travel trainings completed in May. I was able to contact roughly 13 people by phone and 3 of them needed direct assistance on how to ride our services during this time of the Pandemic. It has become apparent to me that one of the major issues that people are struggling with is that our routes changed just before the Pandemic and these individuals have not been on the bus since those changes. Standard discussions regarding how to ride the bus while keeping up social distancing remain the main issues.
- I was able to have several conversations in May with school district, Corrections and a local business partners. Before the COVID 19 virus hit we were working on several possibilities where I would hold trainings at their facilities or provide additional services where a relationship was already working. I'm doing my best to keep them interested but at this time they are focused on other items and our relationships have fallen on the priority list. Ironically, I feel thankful that I'm just down the list and not completely off the list. I believe I will be able to rekindle partner relationships in the near future.
- The Veterans Enhanced Transportation Program (VETP) is experiencing a very minithaw as we have transported 8 Veterans in the month of May. We have also been serving Veterans in the same way Paratransit has with delivery of food boxes from the food bank. Thankful for Paratransit in providing the example and support in this project as it has helped our Veterans who cannot get out as easily as they have been able to in the past. The food boxes are delivered by our Veteran Volunteer. I completed the ODOT grant application and will be expecting an answer on the status of that application sometime before the end of June or early in July.
- I have continued in my webinar and on-line trainings that have taught me far more than I thought would be the case early on. Specifically the Easter-Seals Introduction to Travel Training has surprised me in such a positive way with thoughtful course modules as well as great support throughout the long 10 module program. I look forward to taking the skills that I have learned over the last 3 months and apply them to travel training when our ridership community starts to return; albeit slowly, to new the new normal.
- I have been very fortunate to have worked with Kathy on a weekly live Zoom show titled: Transportation in the Time of Corona. This has been a great experience as we have learned new skills and applied what skills in Transportation Options and Mobility Management we know into these 30-minute shows. We talk about topics surrounding how people can still use public transportation during this time safely and what SETD has been doing to keep them all as safe as possible. We also had a great segment on Bike preparation and safety during the whole month of May which was Bike Month!!



Outreach and Education June 2020 Board Report Mary Parker

**RE-OPENING OUTREACH-** Released public notification of Transit Center and Seaside Transit Office re-opening. I placed English and Spanish posters in all of our SETD shelters at the beginning of June. I have had to repost many of these announcements as they were removed for some reason.

**SEASIDE STREETCAR 2020**- The Seaside Streetcar began its Summer 2020 Route on June 13<sup>th</sup>. The Streetcar provides open air service from the Seaside Cinema weaving through town and then going to the Seaside Cove and then south on 101 to the Circle Creek Campground then circling back by 1000 Trails Campground then to the Seaside Cinema. I posted Streetcar schedule posters in shelters and distributed posters and folded schedules to the businesses, the visitors center and library. OPS also made copies of the 2020 The Streetcar like the buses currently has the fare suspended until July 1<sup>st</sup>.

**EMPLOYEE OF THE MONTH-** Our drivers rock! You will hear this over and over but the Drivers were nominated and approved for Employees of the Quarter for the first Quarter of 2020. Our driver's certainly have a challenging job in regular conditions, but a lot was added to their responsibilities with the addition of new routes and overall route changes in January and February. This was quickly followed in March by the Covid Pandemic and all of the additional duties and responsibilities of disinfecting the buses rider safety with requirements changing weekly. Drivers were awarded with a certificate of appreciation during a ceremony on June 8<sup>th</sup> outside of Operations.

BUDGET COMMITTEE MEETING- Completed May 16th Budget Committee meeting minutes and placed on website.

**BOARD MEETING**- Completed the May 25<sup>th</sup> Board Meeting minutes for the June Board Pack and placed a copy on the SETD website.

Transportation Options
June 2020 Report to Board
Kathy Kleczek

June has been a month of Transportation Options-RESTARTS. With movement starting to pick back up again I have found it harder and harder to continue to stay informed. Some organizations have started to attempt to "go back to normal". For meetings this has meant that some have become more inaccessible. With the pandemic restrictions and guidance still in place to ensure health, it seems ill advised to start attending meetings in confined spaces. I have found myself encouraging agencies to continue holding meetings on zoom as it makes meetings accessible to a wider audience. Making meetings available and easily accessible has long been a goal of special districts. One thing I have noted throughout pandemic "new normal" state of meetings is that there has been a much higher level of involvement from the public. It is my hope that we are able to facilitate the public being able to attend our meetings, whether by phone, computer or in-person, we all benefit from an engaged ridership and community. Safe Routes to School application period opened in April, letter of intent letters were due on June 15th. You have a letter of support in the board pack for the City of Warrenton School District. With a new school being planned on the east side of RT 101, a planning grant application is being submitted by the Warrenton School District. The Cities of Seaside and Tillamook are also applying for a SRTS Construction Grants. Fingers crossed we can secure SRTS funding for all of these projects in our region.

Possibly as a side effect of all the webinars and virtual meetings, the Friday Live Facebook chats with Jason Jones of the Mobility Dept have been getting better and better. As we learn to navigate the technology, we are able to explore a wider array of topics concerning transportation and mobility during these challenging times. If you have a topic you would like to suggest we discuss, please reach out to one of us. We also would be happy to invite any board member to join us in our "Transportation talks". We hope to provide an approachable easily understood video library of subjects that are relevant to our rider and larger community. At this point the plan is to continue the talks for as long as the talking is good. Join us LIVE on Facebook on Fridays at 11AM

Part of my tasks have been to push-out information that is relevant and important to people as we move toward reopening and restarting in a new way. Moving about and navigating safety and health guidelines remains vital to the resilience of our communities. We want people to know that we are making transit as safe as possible. Changes to our lives that we had thought might be very temporary are now looking like they are around to stay for the longer term. Adjusting to make the best of working from home may require making adaptations to promote better comfort and productivity. Walking and Biking safely is an important way to stay healthy for both adults and children. Sign up and find resources for working from home and log "trips" on <a href="https://www.GETTHEREOregon.org">www.GETTHEREOregon.org</a>. When you do you can see you savings by working from home or biking instead of driving. The savings are both in dollars and carbon footprint and add up fast. Look to see more of this messaging on our social media channels.

#### **Social Media-Get There Oregon**

- Outreach to grow NW TO users on GetThereOregon.org-LOG YOUR TELECOMMUTE!!
- Post Work-from-Home information on Facebook (like us at @NWTransportationOptions and Share!)
- Live Facebook talks with Jason to highlight safe transportation means @NW\_T\_Options

#### **Conference/Education**

- Attending sessions to grow my "toolbox" and build connections in the Region and industry
- Learning about navigating ZOOM and assisting smooth transition to remote meetings
- Webinars on how to help with long term positive travel behavior changes-transit-carpool-biking

# **Safe Routes To School**

- Work with applicants to optimize their plans and grant application
- Attend SRTS sponsored educational webinars and sessions

#### **MEETINGS/TRAININGS ATTENDED:**

- Attended Friday webinars each Friday hosted by Brown & Brown on various topics regarding COVID-19.
- Attended Beyond Resilience Webinar for transit agencies. Great motivational speaker provided tips for dealing with and diffusing stressful situations for transit drivers. I look forward to providing training for the drivers on techniques suggested by the speaker.
- Attend Team Meetings as scheduled.
- Attended SDAO sponsored HR Alliance Meeting with HR professionals throughout the state.
- Attended SDAO Risk Management webinar on 5-Point Leadership, Avoidable Accidents, Return-To-Work Program and Hot Topics which included COVID-19, Cyber Claims and OSHA Compliance.
- Continue to update on any legal changes made to HR as a result of COVID-19.

#### **ACTIONS:**

- ➤ Posted job opening and conducted interviews for an additional Bus Drivers Supervisor. Position opened due to the increase in drivers. Updated current Bus Drivers Supervisor job description. Compiled interview questions and scoring for interviewing this position.
- Prepared certificates for the Bus Drivers who were selected as the Employees of the 1<sup>st</sup> Quarter. All 27 bus drivers were given a certificate and \$25 gift card. Kathy Kleczek wrote a great announcement for Facebook. Jennifer Geisler took pictures for a picture board in the breakroom.
- Processed furlough letters for Transit Center Customer Service Representatives and contacted each employee prior to the furlough. The Transit Center is scheduled to reopen on Monday, June 29<sup>th</sup>.
- Worked on several unemployment claims due to COVID-19.
- ➤ Provided benefits Open Enrollment information to employees. In June employees can add or delete dependents from their health insurance policy or switch dental plans. The amount the District will cover for each employee will increase from \$950 to \$1,060 due to the premium increase for Regence BlueCross/BlueShield health, pharmacy and vision insurance. Employees of the District remain at 100% employee paid health, pharmacy, vision and dental insurance.

#### **NEW EMPLOYEES:**

Provided New Employee Orientation for the following new employees:

No new hires for this reporting period.

#### **HIGHLIGHTS:**

- ✓ Bus Driver and PIC (Person in Charge) Mackenzie Lindquist was chosen for the Bus Drivers Supervisor position. Mackenzie has been with the District since February 2018. She has done an exemplary job as PIC and Bus Driver Trainer. Congratulations Mackenzie!
- ✓ Following the guidelines set forth by the CDC and local health authorities for transit workers the District implemented the new Mask Policy. The mask policy requires employees to wear a paper, cloth, or disposable face covering that covers the mouth and nose at all times\* while in the workplace starting May 15, 2020. There are specific instances outlined in the policy where employees may temporarily remove their masks. Social distancing is still mandatory.
- ✓ I continue to be very proud of the teamwork and great attitudes exhibited by SETD employees during this unprecedented time of continual changes and mandates. I am fortunate to work with such a great group of people!