

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Dial-A-Ride
A Service of Tillamook County Transportation District



Thursday, July 23, 2020 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District

Normal Trial Balance

From 6/30/2020 Through 6/30/2020

| <u>Account Code</u> | <u>Account Title</u> | <u>Debit Balance</u> | <u>Credit Balance</u> |
|---------------------|--------------------------|----------------------|-----------------------|
| 1001 | General Checking Account | 503,757.26 | |
| 1006 | Payroll Checking | 2,577.95 | |
| 1009 | NW RIDES ACCOUNT | 420,383.78 | |
| 1011 | Prop. Mgmt. Checking | 44,413.75 | |
| 1020 | LGIP - General Account | 897,412.20 | |
| 1030 | LGIP - Capital Reserve | 587,799.12 | |
| 1040 | Petty Cash | 200.00 | |
| | | <hr/> | <hr/> |
| Report Total | | 2,456,544.06 | 0.00 |
| | | <hr/> <hr/> | <hr/> <hr/> |
| Report Difference | | 2,456,544.06 | |
| | | <hr/> <hr/> | |

Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|--------------------------------|--------------------------|--------------------------|------------------------|--------------|--------------------------|-----------|
| Resources | | | | | | |
| Working Capital | 3500 | 0.00 | 0.00 | 1,596,525.00 | (1,596,525.00) | 0.00% |
| Fares | 4000 | 18,110.83 | 22,916.63 | 275,000.00 | (12,325.52) | 95.51% |
| Contract Revenue | 4020 | 31,220.54 | 73,583.37 | 883,000.00 | (130,559.90) | 85.21% |
| Property Tax | 4100 | 30,889.25 | 231,250.00 | 925,000.00 | 68,101.59 | 107.36% |
| Past Years Property Tax | 4110 | 2,729.83 | 10,000.00 | 40,000.00 | (12,218.97) | 69.45% |
| State Timber Revenue | 4120 | 0.00 | 25,000.00 | 250,000.00 | (12,604.57) | 94.95% |
| Mass Transit State Payroll Tax | 4130 | 0.00 | 7,083.37 | 85,000.00 | 9,118.63 | 110.72% |
| STIF Formula | 4135 | 0.00 | 0.00 | 287,000.00 | 22,837.00 | 107.95% |
| STIF Intercommunity | 4136 | 0.00 | 0.00 | 320,000.00 | (282,508.00) | 11.71% |
| STIF Discretionary | 4137 | 0.00 | 0.00 | 149,000.00 | (105,308.00) | 29.32% |
| Capital Grants | 4210 | 0.00 | 0.00 | 791,414.00 | (66,454.00) | 91.60% |
| Grants - FTA 5311 | 4220 | 0.00 | 0.00 | 370,000.00 | (53,148.00) | 85.63% |
| NWOTA Partner Cont. Match | 4225 | 0.00 | 0.00 | 48,000.00 | 0.00 | 100.00% |
| Grants - STF | 4230 | 0.00 | 1,700.00 | 67,700.00 | 0.00 | 100.00% |
| Grants - 5311 (f) | 4240 | 0.00 | 10,000.00 | 310,000.00 | (186,844.00) | 39.72% |
| Grants - 5310 | 4245 | 0.00 | 5,000.00 | 105,000.00 | (58,957.00) | 43.85% |
| Special Bus Operations | 4300 | 0.00 | 83.37 | 1,000.00 | 958.98 | 195.89% |
| Miscellaneous Income | 4400 | 0.00 | 83.37 | 1,000.00 | 13,238.95 | 1,423.89% |
| Sale of Assets - Income | 4410 | 0.00 | 833.37 | 10,000.00 | (10,000.00) | 0.00% |
| Interest Income | 4510 | 1,606.65 | 2,000.00 | 22,000.00 | 11,657.28 | 152.98% |
| Advertising Income | 4520 | 0.00 | 83.37 | 1,000.00 | (1,000.00) | 0.00% |
| Lease Income | 4900 | 1,900.00 | 1,500.00 | 23,000.00 | (200.00) | 99.13% |
| Lease Operational Exp Income | 4910 | 738.67 | 541.63 | 7,000.00 | 1,530.48 | 121.86% |
| Transfer From General Fund | 4911 | 0.00 | 0.00 | 22,000.00 | (10,000.00) | 54.54% |

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|---------------------------------|--------------------------|--------------------------|------------------------|---------------------|--------------------------|---------------|
| Transfer from Veh. Purch. Res. | 4915 | 0.00 | 0.00 | 11,835.00 | (11,835.00) | 0.00% |
| Transfer from STF Fund | 4916 | 0.00 | 94,632.00 | 46,786.00 | 47,846.00 | 202.26% |
| Transfer from NWOTA | 4917 | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 100.00% |
| Transfer from STIF Fund | 4918 | 150,000.00 | 181,858.64 | 915,842.00 | (733,983.36) | 19.85% |
| Total Resources | 237,195.77 | 391,658.48 | 4,457,919.59 | 7,567,102.00 | (3,109,182.41) | 58.91% |
| Expenses | | | | | | |
| Personnel Services | | | | | | |
| Payroll: Administration | 5010 | 20,106.42 | 259,639.09 | 345,000.00 | 85,360.91 | 75.25% |
| Payroll: Dispatch | 5020 | 7,291.28 | 92,605.45 | 115,000.00 | 22,394.55 | 80.52% |
| Payroll: Drivers | 5030 | 67,836.92 | 971,942.66 | 1,161,500.00 | 189,557.34 | 83.67% |
| Payroll: Maintenance | 5040 | 8,009.19 | 5,833.37 | 70,000.00 | 18,671.35 | 73.32% |
| Payroll Expense | 5050 | 11,273.22 | 103,275.46 | 142,100.00 | 38,824.54 | 72.67% |
| Payroll Healthcare | 5051 | 29,884.42 | 0.00 | 269,154.00 | (74,361.86) | 127.62% |
| Payroll Retirement | 5052 | 4,896.24 | 0.00 | 75,600.00 | 12,394.86 | 83.60% |
| Payroll Vcba | 5053 | 4,838.12 | 0.00 | 66,000.00 | 255.33 | 99.61% |
| Workers Compensation Ins. | 5055 | 0.00 | 30,976.70 | 22,500.00 | (8,476.70) | 137.67% |
| Total Personnel Services | 154,135.81 | 154,675.00 | 1,982,233.68 | 2,266,854.00 | 284,620.32 | 87.44% |
| Materials and Services | | | | | | |
| Professional Services | 5100 | 25,851.20 | 161,451.51 | 112,750.00 | (48,701.51) | 143.19% |
| Administrative Support | 5101 | 2,868.85 | 18,553.68 | 25,000.00 | 6,446.32 | 74.21% |
| Website Maintenance | 5102 | 0.00 | 6,500.00 | 7,500.00 | 1,000.00 | 86.66% |
| Planning | 5103 | 5,624.43 | 32,491.57 | 75,000.00 | 42,508.43 | 43.32% |
| Dues & Subscriptions | 5120 | 42.00 | 7,968.00 | 12,000.00 | 4,032.00 | 66.40% |
| Office Equipment R&R | 5140 | 225.22 | 2,714.40 | 3,000.00 | 285.60 | 90.48% |

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|-------------------------------------|--------------------------|--------------------------|------------------------|--------------|--------------------------|---------|
| 5145 Computer R&M | 3,373.80 | 3,625.00 | 34,177.82 | 43,500.00 | 9,322.18 | 78.56% |
| 5150 Fees & Licenses | 104.99 | 2,708.37 | 24,750.41 | 35,500.00 | 10,749.59 | 69.71% |
| 5160 Insurance | 0.00 | 7,000.00 | 88,993.00 | 84,000.00 | (4,993.00) | 105.94% |
| 5170 Office Expenses | 4,106.57 | 1,083.37 | 17,068.09 | 13,000.00 | (4,068.09) | 131.29% |
| 5175 Board Expenses | 413.55 | 833.37 | 12,669.35 | 10,000.00 | (2,669.35) | 126.69% |
| 5180 Operational Expenses | 3,988.72 | 3,499.89 | 50,460.58 | 42,000.00 | (8,460.58) | 120.14% |
| 5185 Drug & Alcohol Administration | 185.00 | 125.00 | 1,985.00 | 1,500.00 | (485.00) | 132.33% |
| 5190 Marketing | 797.76 | 5,458.37 | 62,692.80 | 65,500.00 | 2,807.20 | 95.71% |
| 5191 Website Re-Design | 64,932.00 | 0.00 | 67,885.26 | 164,560.00 | 96,674.74 | 41.25% |
| 5210 Telephone Expense | 411.58 | 1,750.00 | 16,754.85 | 21,500.00 | 4,745.15 | 77.92% |
| 5220 Travel & Training | 118.45 | 3,125.00 | 19,526.78 | 37,500.00 | 17,973.22 | 52.07% |
| 5240 Vehicle Expense | 52,276.42 | 16,666.63 | 326,908.80 | 200,000.00 | (126,908.80) | 163.45% |
| 5245 Fuel Expenses | 14,588.86 | 29,166.63 | 233,313.90 | 350,000.00 | 116,686.10 | 66.66% |
| 5260 Postage | 118.69 | 125.00 | 1,511.81 | 1,500.00 | (11.81) | 100.78% |
| 5270 Mgmt/Labor Recreation Fund | 0.00 | 197.25 | 1,658.60 | 2,367.00 | 708.40 | 70.07% |
| 5280 Transit & Visitor Center Lease | 700.00 | 700.00 | 8,400.00 | 8,400.00 | 0.00 | 100.00% |
| 5285 Transit & Visitor Center Maint | 1,356.04 | 1,250.00 | 17,334.41 | 15,000.00 | (2,334.41) | 115.56% |
| 5290 General Operating Cont. | 0.00 | 9,708.37 | 0.00 | 116,500.00 | 116,500.00 | 0.00% |
| 5300 Property Operating Expenses | 1,499.39 | 2,041.63 | 21,272.15 | 24,500.00 | 3,227.85 | 86.82% |
| 5330 Flex Lease: Fees | 0.00 | 83.37 | 220.00 | 1,000.00 | 780.00 | 22.00% |
| 5340 Property Maint. & Repair | 2,280.57 | 1,083.37 | 23,269.76 | 13,000.00 | (10,269.76) | 178.99% |
| 5346 Operations Facility Maint. | 73.29 | 208.37 | 2,729.02 | 2,500.00 | (229.02) | 109.16% |
| Total Materials and Services | 185,937.38 | 109,626.49 | 1,263,261.55 | 1,488,577.00 | 225,315.45 | 84.86% |
| Special Payments | | | | | | |
| 5200 STF Payments to Recipients | 0.00 | 300.00 | 20,916.00 | 20,914.00 | (2.00) | 100.00% |

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Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|--------------------------------|--------------------------|--------------------------|------------------------|--------------|--------------------------|---------|
| STIF Payments to Recipients | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 100.00% |
| Total Special Payments | 0.00 | 300.00 | 25,916.00 | 25,914.00 | (2.00) | 100.01% |
| Transfers | | | | | | |
| Transfer to LGIP 5931 | 0.00 | 0.00 | 0.00 | 11,835.00 | 11,835.00 | 0.00% |
| Transfer to General Fund | 150,000.00 | 0.00 | 279,490.64 | 864,476.00 | 584,985.36 | 32.33% |
| Transfer to Vehicle Reserve | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 0.00% |
| Transfer to NWOTA Fund | 0.00 | 0.00 | 12,000.00 | 161,000.00 | 149,000.00 | 7.45% |
| Reserve for Future Expenditure | 0.00 | 0.00 | 0.00 | 595,835.00 | 595,835.00 | 0.00% |
| Unappropriated Ending Fund Bal | 0.00 | 0.00 | 0.00 | 596,520.00 | 596,520.00 | 0.00% |
| Total Transfers | 150,000.00 | 0.00 | 291,490.64 | 2,239,666.00 | 1,948,175.36 | 13.01% |
| Capital Outlay | | | | | | |
| Debt Service | | | | | | |
| Flex Lease: Principal | 0.00 | 4,166.63 | 55,000.00 | 50,000.00 | (5,000.00) | 110.00% |
| Flex Lease: Interest | 0.00 | 1,250.00 | 4,537.50 | 15,000.00 | 10,462.50 | 30.25% |
| PUD Loan Expense | 602.58 | 416.63 | 7,230.96 | 5,000.00 | (2,230.96) | 144.61% |
| OTIB Debt Service | 0.00 | 0.00 | 26,310.44 | 29,591.00 | 3,280.56 | 88.91% |
| Total Debt Service | 602.58 | 5,833.26 | 93,078.90 | 99,591.00 | 6,512.10 | 93.46% |
| Capital Purchases | | | | | | |
| Building Repair & Renovation | 0.00 | 0.00 | 489.95 | 22,500.00 | 22,010.05 | 2.17% |
| Admin. Expenses- Renovation | 474.00 | 0.00 | 1,357.21 | 7,500.00 | 6,142.79 | 18.09% |
| Bus Replacement/Addition | 0.00 | 0.00 | 792,319.07 | 900,000.00 | 107,680.93 | 88.03% |
| Van Replacement/Addition | 0.00 | 0.00 | 0.00 | 75,000.00 | 75,000.00 | 0.00% |
| Computer Upgrade | 629.16 | 416.63 | 779.31 | 5,000.00 | 4,220.69 | 15.58% |
| Fuel Cell Triangulation Point | 0.00 | 500.00 | 0.00 | 6,000.00 | 6,000.00 | 0.00% |
| Bus Stop Signage/Shelters | 2,270.00 | 2,500.00 | 14,340.52 | 30,000.00 | 15,659.48 | 47.80% |

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|-------------------------|--------------------------|--------------------------|------------------------|--------------|--------------------------|--------|
| 6050 | 2,723.32 | 0.00 | 57,370.03 | 400,500.00 | 343,129.97 | 14.32% |
| Other Capital Projects | 6,096.48 | 3,416.63 | 866,656.09 | 1,446,500.00 | 579,843.91 | 59.91% |
| Total Capital Purchases | 6,699.06 | 9,249.89 | 959,734.99 | 1,546,091.00 | 586,356.01 | 62.07% |
| Total Capital Outlay | 496,772.25 | 273,851.38 | 4,522,636.86 | 7,567,102.00 | 3,044,465.14 | 59.77% |
| Total Expenses | | | | | | |

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Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|---------------------------------|--------------------------|--------------------------|------------------------|---------------------|--------------------------|----------------|
| Resources | | | | | | |
| NWR Revenue | 304,809.36 | 262,500.00 | 4,442,199.11 | 3,150,000.00 | 1,292,199.11 | 141.02% |
| Miscellaneous Income | 0.00 | 29,166.63 | 0.00 | 350,000.00 | (350,000.00) | 0.00% |
| Total Resources | <u>304,809.36</u> | <u>291,666.63</u> | <u>4,442,199.11</u> | <u>3,500,000.00</u> | <u>942,199.11</u> | <u>126.92%</u> |
| Expenses | | | | | | |
| Personnel Services | | | | | | |
| Payroll: Administration | 18,380.89 | 26,250.00 | 252,841.37 | 315,000.00 | 62,158.63 | 80.26% |
| Payroll: Indirect | 1,080.00 | 1,000.00 | 21,997.43 | 12,000.00 | (9,997.43) | 183.31% |
| Payroll Expense | 1,383.02 | 6,250.00 | 18,945.86 | 75,000.00 | 56,054.14 | 25.26% |
| Payroll Healthcare | 8,822.62 | 0.00 | 97,162.74 | 15,000.00 | (82,162.74) | 647.75% |
| Payroll Retirement | 848.21 | 0.00 | 12,691.40 | 2,000.00 | (10,691.40) | 634.57% |
| Payroll Veba | 1,448.02 | 0.00 | 14,483.32 | 2,000.00 | (12,483.32) | 724.16% |
| Workers Compensation Ins. | 0.00 | 0.00 | 205.54 | 0.00 | (205.54) | 0.00% |
| Total Personnel Services | <u>31,962.76</u> | <u>33,500.00</u> | <u>418,327.66</u> | <u>421,000.00</u> | <u>2,672.34</u> | <u>99.37%</u> |
| Materials and Services | | | | | | |
| Professional Services | 0.00 | 1,666.63 | 7,498.50 | 20,000.00 | 12,501.50 | 37.49% |
| Dues & Subscriptions | 0.00 | 125.00 | 0.00 | 1,500.00 | 1,500.00 | 0.00% |
| Office Equipment R&R | 225.22 | 208.37 | 3,262.09 | 2,500.00 | (762.09) | 130.48% |
| Computer R&M | 3,004.00 | 1,250.00 | 22,833.95 | 15,000.00 | (7,833.95) | 152.22% |
| Fees & Licenses | 0.00 | 166.63 | 10,524.99 | 2,000.00 | (8,524.99) | 526.24% |
| Insurance | 0.00 | 166.63 | 0.00 | 2,000.00 | 2,000.00 | 0.00% |
| Office Expenses | 185.56 | 1,150.00 | 4,293.28 | 13,800.00 | 9,506.72 | 31.11% |
| Operational Expenses | 48.57 | 208.37 | 827.44 | 2,500.00 | 1,672.56 | 33.09% |
| Telephone Expense | 1,730.55 | 1,666.63 | 17,377.99 | 20,000.00 | 2,622.01 | 86.88% |

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|------------------------------|--------------------------|--------------------------|------------------------|--------------|--------------------------|---------|
| Travel & Training | 5220 0.00 | 750.00 | 1,570.53 | 9,000.00 | 7,429.47 | 17.45% |
| Postage | 5260 9.95 | 416.63 | 625.40 | 5,000.00 | 4,374.60 | 12.50% |
| Purchased Transportation | 5265 192,780.87 | 200,000.00 | 3,022,896.23 | 2,400,000.00 | (622,896.23) | 125.95% |
| Member Mileage Reimbursement | 5266 10,640.00 | 15,833.37 | 206,362.06 | 190,000.00 | (16,362.06) | 108.61% |
| Volunteer Mileage Reimburse | 5267 21,988.02 | 29,166.63 | 330,954.28 | 350,000.00 | 19,045.72 | 94.55% |
| Office Rent | 5281 400.00 | 400.00 | 4,800.00 | 4,800.00 | 0.00 | 100.00% |
| Property Operating Expenses | 5300 110.07 | 75.00 | 1,185.87 | 900.00 | (285.87) | 131.76% |
| Total Materials and Services | 231,122.81 | 253,249.89 | 3,635,012.61 | 3,039,000.00 | (596,012.61) | 119.61% |
| Capital Outlay | | | | | | |
| Capital Purchases | | | | | | |
| Ecolane Investment | 6022 16,000.00 | 3,333.37 | 16,000.00 | 40,000.00 | 24,000.00 | 40.00% |
| Total Capital Purchases | 16,000.00 | 3,333.37 | 16,000.00 | 40,000.00 | 24,000.00 | 40.00% |
| Total Capital Outlay | 16,000.00 | 3,333.37 | 16,000.00 | 40,000.00 | 24,000.00 | 40.00% |
| Total Expenses | 279,085.57 | 290,083.26 | 4,069,340.27 | 3,500,000.00 | (569,340.27) | 116.27% |

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2020 Through 6/30/2020

| Document Number | Document Date | Transaction Amount | Payee | Transaction Description |
|-----------------|---------------|--------------------|-------------------------------|-------------------------------------|
| 15442 | 6/1/2020 | 95.00 | ALLAN NEWCOMB | CDL PHYSICAL |
| 15443 | 6/1/2020 | 410.00 | ATLANTIS AUTO GLASS, INC. | bus 103 windshield |
| 15443 | 6/1/2020 | 425.00 | ATLANTIS AUTO GLASS, INC. | bus 18 windshield |
| 15444 | 6/1/2020 | 5,728.50 | Bullard Law, P.C. | LEGAL/COVID |
| 15445 | 6/1/2020 | 79.50 | CAR CARE SPECIALISTS, INC. | DEF |
| 15446 | 6/1/2020 | 95.00 | CLAYTON NORRBOM | CDL PHYSICAL |
| 15447 | 6/1/2020 | 36.81 | CRYSTAL AND SIERRA SPRINGS | WATER |
| 15448 | 6/1/2020 | 55.50 | DEBBIE GRAHAM | CLEANING SUPPLIES/COVID |
| 15449 | 6/1/2020 | 50.00 | Gary A. Hanenkrat | BUDGET MEETING |
| 15449 | 6/1/2020 | 50.00 | Gary A. Hanenkrat | BOARD MEETING |
| 15450 | 6/1/2020 | 376.75 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 15451 | 6/1/2020 | 10,419.00 | THE HERTZ CORPORATION | STAFF CAR |
| 15452 | 6/1/2020 | 50.00 | JACKIE EDWARDS | BUDGET COMMITTEE MEETING |
| 15452 | 6/1/2020 | 50.00 | JACKIE EDWARDS | BOARD MEETING |
| 15453 | 6/1/2020 | 95.00 | JEREMY BELLANTE | CDL PHYSICAL |
| 15454 | 6/1/2020 | 50.00 | JIM HUFFMAN | BUDGET MEETING |
| 15454 | 6/1/2020 | 50.00 | JIM HUFFMAN | BOARD MEETING |
| 15455 | 6/1/2020 | 50.00 | JUDY RIGGS | BUDGET MEETING |
| 15455 | 6/1/2020 | 50.00 | JUDY RIGGS | BOARD MEETING |
| 15456 | 6/1/2020 | 2,160.05 | KITTELSON & ASSOCIATES, INC. | STIF PLANNING |
| 15457 | 6/1/2020 | 50.00 | Linda Adler | BUDGET MEETING |
| 15457 | 6/1/2020 | 50.00 | Linda Adler | BOARD MEETING |
| 15458 | 6/1/2020 | 50.00 | MARTY HOLM | BUDGET MEETING |
| 15458 | 6/1/2020 | 50.00 | MARTY HOLM | BOARD MEETING |
| 15459 | 6/1/2020 | 50.00 | MELISSA CARLSON-SWANSON | BUDGET COMMITTEE MEETING |
| 15459 | 6/1/2020 | 50.00 | MELISSA CARLSON-SWANSON | BOARD MEETING |
| 15460 | 6/1/2020 | 370.77 | Office Depot Credit Plan | office supplies/wellness center sup |
| 15460 | 6/1/2020 | 189.99 | Office Depot Credit Plan | WATER COOLER/WELLNESS CENTI |
| 15460 | 6/1/2020 | 52.65 | Office Depot Credit Plan | OFFICE SUPPLIES |
| 15461 | 6/1/2020 | 855.54 | PETROCARD INC. | FUEL |
| 15462 | 6/1/2020 | 127.45 | Petty Cash Clerk | PETTY CASH - COVID |
| 15463 | 6/1/2020 | 500.00 | PLANNING SOLUTIONS | PROPANE FUELING PROJECT |
| 15463 | 6/1/2020 | 350.00 | PLANNING SOLUTIONS | PROPANE FUELING PROJECT |
| 15464 | 6/1/2020 | 225.22 | Pacific Office Automation | COPIER LEASE |
| 15465 | 6/1/2020 | 226.00 | PINPOINT STITCHES AND INK LLC | ROUTE DECALS |
| 15466 | 6/1/2020 | 5.00 | RJ'S LOCK & KEY LLC | KEYS |
| 15467 | 6/1/2020 | 66.70 | SCOTT CHILDS | MILEAGE |
| 15467 | 6/1/2020 | 66.70 | SCOTT CHILDS | mileage |
| 15467 | 6/1/2020 | 66.70 | SCOTT CHILDS | mileage |
| 15468 | 6/1/2020 | 9,905.81 | Sheldon Oil Distributors | FUEL |
| 15469 | 6/1/2020 | 42.31 | Tillamook PUD | LARGE BUS BARN ELECTRIC |
| 15469 | 6/1/2020 | 30.75 | Tillamook PUD | SMALL BUS BARN |
| 15470 | 6/10/2020 | 298.96 | ALSCO - Portland Linen | MATT SERVICE |
| 15471 | 6/10/2020 | 270.30 | CAR CARE SPECIALISTS, INC. | DEF |
| 15472 | 6/10/2020 | 440.00 | Coast Printing & Stationery | 60X 70X BROCHURES |
| 15473 | 6/10/2020 | 2,951.48 | WAVE | APRIL AND MAY BILLING |
| 15474 | 6/10/2020 | 106.34 | COMCAST | INTERNET SALEM |
| 15475 | 6/10/2020 | 151.90 | COUNTRY MEDIA | ADVERTISING |
| 15476 | 6/10/2020 | 87.18 | CENTURYLINK | TELEPHONE |
| 15477 | 6/10/2020 | 312.72 | FleetPride, Inc. | SHOP SUPPLIES/INVENTORY |
| 15478 | 6/10/2020 | 2,115.00 | INNOVA LEGAL ADVISORS | LEGAL |
| 15479 | 6/10/2020 | 1,693.50 | JORDAN SCHRADER RAMIS, PC | LEGAL/COVID/PROPANE/PDX |
| 15480 | 6/10/2020 | 650.00 | KDEP-FM/KTIL-FM/KTIL-AM | ADVERTISING |
| 15481 | 6/10/2020 | 589.50 | LES SCHWAB WAREHOUSE CENTER | TIRES |
| 15482 | 6/10/2020 | 1,009.37 | MAC TOOLS DISTRIBUTING | SHOP TOOLS |
| 15483 | 6/10/2020 | 1,203.24 | Marie Mills Center, Inc | JANITORIAL AT TRANSIT CENTER |
| 15484 | 6/10/2020 | 551.40 | McCOY FREIGHTLINER | INVENTORY AND 301 SERVICE |

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2020 Through 6/30/2020

| Document Number | Document Date | Transaction Amount | Payee | Transaction Description |
|-----------------|---------------|--------------------|--------------------------------|---------------------------------------|
| 15485 | 6/10/2020 | 115.00 | North Coast Lawn | lawn maintenance |
| 15486 | 6/10/2020 | 1,000.00 | NATHAN LEVIN | JUNE LEASE |
| 15487 | 6/10/2020 | 475.69 | NORTHSIDE FORD | BUS 30 |
| 15488 | 6/10/2020 | 152.13 | Office Depot Credit Plan | laminator |
| 15488 | 6/10/2020 | 70.27 | Office Depot Credit Plan | laminator supplies |
| 15488 | 6/10/2020 | 6.99 | Office Depot Credit Plan | FILE CARD BOX |
| 15489 | 6/10/2020 | 6.00 | OR DEPT OF MOTOR VEHICLES | BACKGROUND CHECKS |
| 15490 | 6/10/2020 | 818.92 | PETROCARD INC. | FUEL |
| 15491 | 6/10/2020 | 587.91 | PORTLAND GENERAL | PGE SALEM OFFICE |
| 15492 | 6/10/2020 | 146.93 | Rosenberg Builders Supply | SHOP SUPPLIES |
| 15493 | 6/10/2020 | 2,605.50 | SUNSET EMPIRE TRANSIT | HAND SANITIZER/COVID |
| 15494 | 6/10/2020 | 49.95 | VANIR BROADBAND, INC. | INTERNET |
| 15495 | 6/10/2020 | 274.56 | VERIZON | TABLET DATA |
| 15496 | 6/10/2020 | 57.60 | WEST COAST EXHAUST | BUS 34 |
| 15496 | 6/10/2020 | 288.00 | WEST COAST EXHAUST | BUS 18 |
| 15496 | 6/10/2020 | 533.90 | WEST COAST EXHAUST | BUS 18 |
| 15496 | 6/10/2020 | 216.00 | WEST COAST EXHAUST | BUS 200 |
| 15496 | 6/10/2020 | 360.00 | WEST COAST EXHAUST | BUS 300 |
| 15496 | 6/10/2020 | 360.00 | WEST COAST EXHAUST | BUS 200 |
| 15496 | 6/10/2020 | 237.60 | WEST COAST EXHAUST | BUS 203 |
| 15496 | 6/10/2020 | 108.00 | WEST COAST EXHAUST | BUS 18 |
| 15496 | 6/10/2020 | 180.00 | WEST COAST EXHAUST | BUS 302 |
| 15497 | 6/11/2020 | 115.00 | Petty Cash Clerk | petty cash |
| 15498 | 6/11/2020 | 5,866.37 | CARDMEMBER SERVICE | CARD CHARGES |
| 15499 | 6/19/2020 | 355.00 | ALL CLEAR AUDIO AND GLASS LLC | WINDSHIELD ON BUS 302 |
| 15499 | 6/19/2020 | 590.00 | ALL CLEAR AUDIO AND GLASS LLC | WINDSHIELDS FOR 105 AND 109 |
| 15500 | 6/19/2020 | 223.56 | Advance Auto Parts | VEHICLE EXPENSE |
| 15501 | 6/19/2020 | 95.00 | JOHN CLINE | CDL |
| 15501 | 6/19/2020 | 95.00 | JOHN CLINE | CDL |
| 15501 | 6/19/2020 | (95.00) | JOHN CLINE | CDL |
| 15501 | 6/19/2020 | (95.00) | JOHN CLINE | CDL |
| 15502 | 6/19/2020 | 677.80 | DAVISON AUTO PARTS, INC. | VEHICLE EXPENSE |
| 15503 | 6/19/2020 | 907.09 | PETERSON TRUCKS INC | VEHICLE EXPENSE |
| 15504 | 6/19/2020 | 95.00 | Robert Ryan | CDL |
| 15505 | 6/19/2020 | 15.20 | Tillamook Motor Co. | VEHICLE EXPENSE |
| 15506 | 6/24/2020 | 892.45 | ADP, LLC | ADP PAYROLL SERVICES |
| 15507 | 6/24/2020 | 185.00 | BIO-MED TESTING SERVICE, INC. | DRUG SCREENING |
| 15508 | 6/24/2020 | 6,560.00 | Bullard Law, P.C. | ATU BARGAINING |
| 15509 | 6/24/2020 | 700.00 | City Of Tillamook | TRANSIT CENTER LEASE |
| 15510 | 6/24/2020 | 88.55 | CLAYTON NORRBOM | MILEAGE/BUS SHUTTLE |
| 15511 | 6/24/2020 | 153.64 | CRYSTAL AND SIERRA SPRINGS | WATER |
| 15512 | 6/24/2020 | 779.31 | Fred Meyer Customer Charges | CARD CHARGES |
| 15513 | 6/24/2020 | 1,498.00 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 15513 | 6/24/2020 | 1,498.00 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 15513 | 6/24/2020 | 377.80 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 15514 | 6/24/2020 | 510.00 | GISI MARKETING GROUP | COVID SIGNAGE |
| 15515 | 6/24/2020 | 183.23 | J. J. Keller & Associates, Inc | PRE TRIP SHEETS |
| 15516 | 6/24/2020 | 95.00 | JIM BROWN | CDL TEST |
| 15517 | 6/24/2020 | 52.50 | Office Depot Credit Plan | OFFICE SUPPLIES |
| 15517 | 6/24/2020 | 16.15 | Office Depot Credit Plan | OFFICE SUPPLIES |
| 15518 | 6/24/2020 | 146.88 | PACIFIC CITY SUN | advertising |
| 15518 | 6/24/2020 | 146.88 | PACIFIC CITY SUN | ADVERTISING |
| 15519 | 6/24/2020 | 240.84 | Pacific Office Automation | TCTD COPIES |
| 15520 | 6/24/2020 | 925.14 | PETROCARD INC. | fuel |
| 15521 | 6/24/2020 | 1,491.00 | PLANNING SOLUTIONS | PROPANE FUELING PROJECT GRAI 33788 |
| 15522 | 6/24/2020 | 225.22 | Pacific Office Automation | TCTD COPIER LEASE |

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2020 Through 6/30/2020

| <u>Document Number</u> | <u>Document Date</u> | <u>Transaction Amount</u> | <u>Payee</u> | <u>Transaction Description</u> |
|------------------------|----------------------|---------------------------|--------------------------------|-------------------------------------|
| 15523 | 6/24/2020 | 220.50 | Prevailing Communications | van 103 |
| 15524 | 6/24/2020 | 100.00 | RJ'S LOCK & KEY LLC | KEYS |
| 15525 | 6/24/2020 | 1,886.00 | SPECIAL DISTRICTS INS. SERVICE | DEVELOPING OPERATIONAL/BUSI PLAN |
| 15526 | 6/24/2020 | 3.00 | TILLAMOOK ELECTRONIC SUPPLY | COMPUTER SUPPLY |
| 15527 | 6/24/2020 | 91.95 | TILLAMOOK FARMERS COOP | SAFETY CONES/MARKERS |
| 15528 | 6/24/2020 | 42,140.00 | TRILLIUM SOLUTIONS, INC. | NWOTA WEBSITE RE-DESIGN |
| 15529 | 6/24/2020 | 50.00 | Gary A. Hanenkrat | 06/18/2020 BOARD MTG |
| 15530 | 6/24/2020 | 50.00 | JACKIE EDWARDS | 06/18/2020 BOARD MTG |
| 15531 | 6/24/2020 | 50.00 | JIM HUFFMAN | 06/18/2020 BOARD MTG |
| 15532 | 6/24/2020 | 50.00 | JUDY RIGGS | 06/18/2020 BOARD MTG |
| 15533 | 6/24/2020 | 50.00 | Linda Adler | 06/18/2020 BOARD MTG |
| 15534 | 6/24/2020 | 50.00 | MARTY HOLM | 06/18/2020 BOARD MTG |
| 15535 | 6/24/2020 | 50.00 | MELISSA CARLSON-SWANSON | 06/18/2020 BOARD MTG |
| Report Total | | 125,241.60 | | |

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 6/1/2020 Through 6/30/2020

| <u>Document Number</u> | <u>Document Date</u> | <u>Payee</u> |
|----------------------------|--------------------------|-----------------------------------|
| 5571 | 6/12/2020 | HRA VEBA TRUST |
| 5572 | 6/18/2020 | SPECIAL DISTRICTS INS. SERVICE |
| 5573 | 6/18/2020 | ATU LOCAL #757 |
| 5574 | 6/18/2020 | PACIFIC SOURCE |
| 5575 | 6/18/2020 | HRA VEBA TRUST |

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 6/1/2020 Through 6/30/2020

| Document Number | Document Date | Transaction Amount | Payee | Transaction Description |
|-----------------|---------------|--------------------|------------------------------|-------------------------|
| 2494 | 6/1/2020 | 905.16 | AAA RIDE ASSIST | 0510.051620 |
| 2494 | 6/1/2020 | 594.00 | AAA RIDE ASSIST | 0517.0523 |
| 2495 | 6/1/2020 | 38.06 | CASCADE WEST RIDE LINE | VALERIE THOMAS |
| 2496 | 6/1/2020 | 40.00 | CRYSTAL AND SIERRA SPRINGS | WATER |
| 2497 | 6/1/2020 | 2,331.93 | COLUMBIA MEDICAL | NWR |
| 2498 | 6/1/2020 | 2,256.60 | K & M MEDIVAN | NWR |
| 2498 | 6/1/2020 | 1,899.90 | K & M MEDIVAN | NWR |
| 2498 | 6/1/2020 | 1,333.30 | K & M MEDIVAN | NWR |
| 2498 | 6/1/2020 | 494.70 | K & M MEDIVAN | NWR |
| 2498 | 6/1/2020 | 2,873.85 | K & M MEDIVAN | NWR |
| 2498 | 6/1/2020 | 3,439.00 | K & M MEDIVAN | nwr |
| 2499 | 6/1/2020 | 3,190.00 | MEDIX AMBULANCE | NWR |
| 2499 | 6/1/2020 | 3,089.00 | MEDIX AMBULANCE | NWR |
| 2500 | 6/1/2020 | 625.00 | MTN RETREAT SECURE TRANSPORT | NWR |
| 2501 | 6/1/2020 | 225.22 | Pacific Office Automation | COPIER LEASE |
| 2502 | 6/1/2020 | 10,446.74 | RYANS TRANSPORTATION SERVICE | NWR |
| 2502 | 6/1/2020 | 9,609.54 | RYANS TRANSPORTATION SERVICE | NWR |
| 2503 | 6/1/2020 | 3,681.75 | TILLAMOOK CNTY TRANS. DIST. | 0510.0516 |
| 2503 | 6/1/2020 | 6,373.00 | TILLAMOOK CNTY TRANS. DIST. | 0517.0523 |
| 2503 | 6/1/2020 | 10,776.42 | TILLAMOOK CNTY TRANS. DIST. | NWR MAY BENEFITS |
| 2503 | 6/1/2020 | 12,936.70 | TILLAMOOK CNTY TRANS. DIST. | NWR PAYROLL 05082020 |
| 2503 | 6/1/2020 | 540.00 | TILLAMOOK CNTY TRANS. DIST. | 050820 INDIRECT PAYROLL |
| 2503 | 6/1/2020 | 540.00 | TILLAMOOK CNTY TRANS. DIST. | NWR INDIRECT |
| 2503 | 6/1/2020 | 10,053.35 | TILLAMOOK CNTY TRANS. DIST. | 052220 PAYROLL |
| 2504 | 6/1/2020 | 4,282.00 | WAPATO SHORES | NWR |
| 2504 | 6/1/2020 | 5,080.00 | WAPATO SHORES | NWR |
| 2505 | 6/10/2020 | 555.84 | AAA RIDE ASSIST | NWR |
| 2506 | 6/10/2020 | 275.25 | ALFREDO EVANGELISTA | NWR |
| 2507 | 6/10/2020 | 2,458.93 | JANNA SMITH | NWR |
| 2508 | 6/10/2020 | 1,759.00 | JOHN REKART JR | NWR |
| 2509 | 6/10/2020 | 565.00 | JORDAN SCHRADER RAMIS, PC | LEGAL/NWR |
| 2510 | 6/10/2020 | 1,890.33 | COLUMBIA MEDICAL | NWR |
| 2511 | 6/10/2020 | 2,752.35 | KANDIS LIDAY | NWR |
| 2512 | 6/10/2020 | 728.10 | LEANN CHUINARD | NWR |
| 2513 | 6/10/2020 | 5,476.00 | MEDIX AMBULANCE | NWR |
| 2514 | 6/10/2020 | 8,246.70 | METRO WEST | NWR |
| 2515 | 6/10/2020 | 531.25 | MTN RETREAT SECURE TRANSPORT | NWR |
| 2516 | 6/10/2020 | 8,341.04 | RYANS TRANSPORTATION SERVICE | NWR |
| 2517 | 6/10/2020 | 3,787.70 | SEAN REKART | NWR |
| 2518 | 6/10/2020 | 5,052.75 | TILLAMOOK CNTY TRANS. DIST. | NWR |
| 2518 | 6/10/2020 | 538.60 | TILLAMOOK CNTY TRANS. DIST. | may rent and utility |
| 2519 | 6/10/2020 | 865.03 | VAL HOLYOAK | nwr |
| 2520 | 6/10/2020 | 4,653.50 | WAPATO SHORES | NWR |
| 2521 | 6/10/2020 | 1,947.40 | WILLAMETTE VALLEY TRANSPORT | NWR |
| 2522 | 6/10/2020 | 675.93 | WILLIAM NERENBERG | NWR |
| 2523 | 6/11/2020 | 34.95 | CARDMEMBER SERVICE | CARD CHARGES |
| 2524 | 6/19/2020 | 883.76 | AAA RIDE ASSIST | nwr |
| 2524 | 6/19/2020 | 1,223.44 | AAA RIDE ASSIST | nwr |
| 2525 | 6/19/2020 | 1,912.40 | COLUMBIA COUNTY RIDER | nwr |
| 2526 | 6/19/2020 | 2,913.11 | COLUMBIA MEDICAL | nwr |
| 2527 | 6/19/2020 | 3,123.95 | K & M MEDIVAN | nwr |
| 2527 | 6/19/2020 | 4,633.15 | K & M MEDIVAN | nwr |
| 2527 | 6/19/2020 | 4,013.10 | K & M MEDIVAN | nwr |
| 2528 | 6/19/2020 | 3,632.00 | MEDIX AMBULANCE | nwr |
| 2528 | 6/19/2020 | 4,727.00 | MEDIX AMBULANCE | nwr |
| 2528 | 6/19/2020 | 178.00 | MEDIX AMBULANCE | telephone |
| 2529 | 6/19/2020 | 593.75 | MTN RETREAT SECURE TRANSPORT | nwr |

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 6/1/2020 Through 6/30/2020

| Document Number | Document Date | Transaction Amount | Payee | Transaction Description |
|-----------------|---------------|--------------------|------------------------------|-------------------------|
| 2529 | 6/19/2020 | 1,281.25 | MTN RETREAT SECURE TRANSPORT | nwr |
| 2530 | 6/19/2020 | 9,962.41 | RYANS TRANSPORTATION SERVICE | nwr |
| 2530 | 6/19/2020 | 12,163.30 | RYANS TRANSPORTATION SERVICE | nwr |
| 2531 | 6/19/2020 | 1,307.00 | SUNSET EMPIRE TRANSIT | nwr |
| 2531 | 6/19/2020 | 527.00 | SUNSET EMPIRE TRANSIT | nwr |
| 2532 | 6/19/2020 | 4,754.25 | TILLAMOOK CNTY TRANS. DIST. | nwr |
| 2532 | 6/19/2020 | 540.00 | TILLAMOOK CNTY TRANS. DIST. | NWR 0605 PAYROLL |
| 2532 | 6/19/2020 | 9,844.15 | TILLAMOOK CNTY TRANS. DIST. | NWR 0605 PAYROLL |
| 2532 | 6/19/2020 | 6,492.00 | TILLAMOOK CNTY TRANS. DIST. | nwr |
| 2533 | 6/19/2020 | 3,882.50 | WAPATO SHORES | nwr |
| 2534 | 6/24/2020 | 50.00 | CRYSTAL AND SIERRA SPRINGS | WATER |
| 2535 | 6/24/2020 | 48.57 | Fred Meyer Customer Charges | CARD CHARGES |
| 2536 | 6/24/2020 | 1,502.00 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 2536 | 6/24/2020 | 1,502.00 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 2537 | 6/24/2020 | 42.70 | Pacific Office Automation | copies |
| 2538 | 6/24/2020 | 225.22 | Pacific Office Automation | NWR COPIER LEASE |
| 2539 | 6/24/2020 | 540.00 | TILLAMOOK CNTY TRANS. DIST. | 061920 NWR INDIRECT |
| 2539 | 6/24/2020 | 11,118.85 | TILLAMOOK CNTY TRANS. DIST. | JUNE NWR BENEFITS |
| 2539 | 6/24/2020 | 9,919.76 | TILLAMOOK CNTY TRANS. DIST. | 06192020 NWR PAYROLL |
| Report Total | | 252,327.49 | | |

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Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 6/1/2020 Through 6/30/2020

| <u>Document Number</u> | <u>Document Date</u> | <u>Transaction Amount</u> | <u>Payee</u> | <u>Transaction Description</u> |
|------------------------|----------------------|---------------------------|-------------------------------|--------------------------------|
| 4303 | 6/1/2020 | 1,100.00 | CHRISSEY'S CLEANING SERVICE | 3RD ST JANITORIAL |
| 4304 | 6/1/2020 | 640.25 | E C COMPANY | ENTRY DOOR LIGHTS |
| 4304 | 6/1/2020 | 1,120.44 | E C COMPANY | REPLACED LIGHTS |
| 4305 | 6/1/2020 | 1,801.61 | Tillamook PUD | ELECTRIC AND LOAN PAYMENT |
| 4306 | 6/10/2020 | 539.26 | Marie Mills Center, Inc | JANITORIAL AT 3RD ST |
| 4307 | 6/10/2020 | 425.00 | North Coast Lawn | lawn maintenance |
| 4308 | 6/10/2020 | 276.79 | TILLAMOOK CITY UTILITIES | WATER/SEWER |
| 4309 | 6/10/2020 | 166.95 | CITY SANITARY SERVICE | GARBAGE |
| 4310 | 6/24/2020 | 698.66 | E C COMPANY | REPLACED CAN TRIMS AT 3RD ST |
| 4311 | 6/24/2020 | 474.00 | PINPOINT STITCHES AND INK LLC | EVACUATION PLAN SIGNS |
| Report Total | | 7,242.96 | | |

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| UMPQUA BANK: CLOSING DATE 6/25/2020 | | | |
|-------------------------------------|----------------------|--|--------------------|
| Date | Vendor | Description of Transaction | Amount |
| | | DOUG PILANT | |
| 15-Jun | CROPPER MEDICAL | MASKS/COVID | \$ 39.90 |
| | | | \$ 39.90 |
| | | CATHY BOND | |
| 05/29/20 | NORDIC TRACK | WELLNESS CENTER/EQUIPMENT | \$ 50.00 |
| 06/01/20 | HOME DEPOT | WELLNESS CENTER/MATTS | \$ 17.32 |
| 06/03/20 | ENDICIA | POSTAGE | \$ 9.95 |
| 06/05/20 | TILLAMOOK MEAT | BOARD MEETING MEALS | \$ 17.15 |
| 06/08/20 | ADOBE | SOFTWARE | \$ 24.99 |
| 06/10/20 | LANGUAGE LINE | NWR TELEPHONE | \$ 11.85 |
| 06/10/20 | LANGUAGE LINE | NWR TELEPHONE | \$ 23.70 |
| | | | \$ 154.96 |
| | | BRENT OLSON | |
| 05/29/20 | USPS | POSTAGE | \$ 0.70 |
| 06/03/20 | PANDA EXPRESS | MEALS/BUS SHUTTLE | \$ 8.30 |
| 06/08/20 | PACIFIC RESTAURANT | MEALS/PERFORMANCE EVAL | \$ 23.00 |
| 06/11/20 | NPI/RAM MOUNTS | TABLET MOUNTS | \$ 629.16 |
| | | | \$ 661.16 |
| | | TABATHA WELCH | |
| 05/27/20 | THE FERN CAFÉ | ADMIN STAFF MEETING MEALS | \$ 66.25 |
| 05/29/20 | FRED MEYER | OFFICE SUPPLIES | \$ 101.33 |
| 06/16/20 | ENDICIA | POSTAGE | \$ 17.99 |
| 06/18/20 | FRED MEYER | OFFICE SUPPLIES | \$ 14.49 |
| 06/18/20 | FRED MEYER | OFFICE SUPPLIES | \$ 6.00 |
| 06/22/20 | USPS | POSTAGE | \$ 100.00 |
| 06/23/20 | FLOWERS.COM | FLOWERS FOR MARTYS WIFE + DELIVERY FEE | \$ 75.99 |
| | | | \$ 382.05 |
| | | CLAYTON NORRBOM | |
| 06/08/20 | CAPE KIWANDA RV PARK | MEALS/PC SHUTTLE | \$ 20.90 |
| | | | \$ 20.90 |
| | | STATEMENT TRUE UP | |
| | | Charges total | \$ 1,258.97 |
| | | Grand Total | \$ 1,258.97 |
| APPROVAL | <i>Doug Pilant</i> | DATE | <i>7-10-20</i> |



UMPQUA BANK

June 2020 Statement

Open Date: 05/27/2020 Closing Date: 06/23/2020

Account: 7

7790



Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service

BUS 30 ELN 8



1-866-552-8855

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| | |
|----------------------------|-------------------|
| New Balance | \$1,258.97 |
| Minimum Payment Due | \$13.00 |
| Payment Due Date | 07/22/2020 |

| | |
|---|--------|
| Reward Points | |
| Earned This Statement | 1,358 |
| Reward Center Balance as of 06/22/2020 | 46,762 |
| For details, see your rewards summary. | |

| | | |
|----------------------------|----------|-------------------|
| Activity Summary | | |
| Previous Balance | + | \$5,901.32 |
| Payments | - | \$5,901.32CR |
| Other Credits | - | \$145.00CR |
| Purchases | + | \$1,403.97 |
| Balance Transfers | | \$0.00 |
| Advances | | \$0.00 |
| Other Debits | | \$0.00 |
| Fees Charged | | \$0.00 |
| Interest Charged | | \$0.00 |
| New Balance | = | \$1,258.97 |
| Past Due | | \$0.00 |
| Minimum Payment Due | | \$13.00 |
| Credit Line | | \$10,000.00 |
| Available Credit | | \$8,741.03 |
| Days in Billing Period | | 28 |

June

Tillamook County Transportation District

Account _____

Account _____

Account _____

Approval 

Date 7-7-20

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001469460



UMPQUA BANK

0047985100535077900000013000001258975

24-Hour Cardmember Service: 1-866-552-8855

- to pay by phone
- to change your address

000030662 01 SP 000638502540630 P Y

TILLAMOOK CNTY TRANS
ACCOUNTS PAYABLE
3600 3RD ST STE A
TILLAMOOK OR 97141-2730



| | |
|---------------------|------------|
| Account Number | 7790 |
| Payment Due Date | 7/22/2020 |
| New Balance | \$1,258.97 |
| Minimum Payment Due | \$13.00 |

Amount Enclosed \$ _____

Cardmember Service

P.O. Box 790408
St. Louis, MO 63179-0408



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Visa Business Rewards Company Card
Rewards Center Activity as of 06/22/2020

| | |
|--------------------------|--------|
| Rewards Center Activity* | 0 |
| Rewards Center Balance | 46,762 |

*This item includes points redeemed, expired and adjusted.

| Rewards Earned | This Statement | Year to Date |
|--|----------------|---------------|
| Points Earned on Net Purchases | 1,162 | 14,371 |
| Gas, Restaurants & Telecom Double Points | 196 | 7,812 |
| Total Earned | 1,358 | 22,183 |

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout while earning rewards with PayPal. Manage your account online and link your card to PayPal today.

Make Life Easier and EARN REWARDS FASTER! Pay your bills with Automatic Bill Pay. Use your card to automatically pay bills like phone, cable, utilities, insurance and more. It's the easy way to make payments on time and avoid late fees. Just call your service providers and tell them to bill your credit card. Enroll online at myaccountaccess.com and find out more.

Transactions PILANT, DOUGLAS Credit Limit \$5000

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|--|------------|-------|------------------------------------|----------------|----------|
| Purchases and Other Debits | | | | | |
| 06/15 | 06/14 | 4302 | CROPPER MEDICAL INC 800-5412455 OR | \$39.90 | _____ |
| Total for Account 4798 5100 5350 7808 | | | | \$39.90 | |

Transactions BOND, CATHY Credit Limit \$2500

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-----------------------------------|---------|----------|
| Purchases and Other Debits | | | | | |
| 05/29 | 05/29 | 8915 | NORDICTRACK.COM HTTPSWWW.NORD UT | \$50.00 | _____ |
| 06/01 | 05/30 | 1850 | THE HOME DEPOT #4023 WARRENTON OR | \$17.32 | _____ |
| 06/03 | 06/02 | 5963 | ENDICIA 800-576-3279 CA | \$9.95 | _____ |
| 06/05 | 06/04 | 0519 | TILLAMOOK MEAT INC TILLAMOOK OR | \$17.15 | _____ |

Continued on Next Page

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Transactions BOND, CATHY Credit Limit \$2500

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------|------------|-------|------------------------------------|-------------|-----------------|
| 06/08 | 06/05 | 8938 | ADOBE ACROPRO SUBS 408-536-6000 CA | \$24.99 | _____ |
| 06/10 | 06/09 | 7672 | LANGUAGE LINE, INC. 800-7526096 CA | \$11.85 | _____ |
| 06/10 | 06/09 | 1248 | LANGUAGE LINE, INC. 800-7526096 CA | \$23.70 | _____ |
| | | | Total for Accoun | 2022 | \$154.96 |

Transactions WELCH, TABATHA Credit Limit \$2500

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-------------------------------------|------------|-----------------|
| Purchases and Other Debits | | | | | |
| 05/27 | 05/26 | 8025 | THE FERN CAFE TILLAMOOK OR | \$66.25 | _____ |
| 05/29 | 05/28 | 1387 | FRED-MEYER #0377 TILLAMOOK OR | \$101.33 | _____ |
| 06/16 | 06/15 | 0605 | ENDICIA 800-576-3279 CA | \$17.99 | _____ |
| 06/18 | 06/17 | 9825 | FRED-MEYER #0377 TILLAMOOK OR | \$14.49 | _____ |
| 06/18 | 06/17 | 9908 | FRED-MEYER #0377 TILLAMOOK OR | \$6.00 | _____ |
| 06/22 | 06/19 | 1528 | USPS STAMPS ENDICIA 310-482-5800 CA | \$100.00 | _____ |
| 06/23 | 06/23 | 9476 | FLOWER SHOP NETWORK 877-376-7363 AR | \$75.99 | _____ |
| | | | Total for Accou | 146 | \$382.05 |

Transactions OLSON, BRENT Credit Limit \$3000

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-------------------------------------|-------------|-----------------|
| Purchases and Other Debits | | | | | |
| 05/29 | 05/28 | 4620 | USPS PO 4031840298 GARIBALDI OR | \$0.70 | _____ |
| 06/03 | 06/02 | 6444 | PANDA EXPRESS #2098 GRESHAM OR | \$8.30 | _____ |
| 06/08 | 06/05 | 1038 | SQ *PACIFIC RESTAURANT Tillamook OR | \$23.00 | _____ |
| 06/11 | 06/10 | 3222 | NPI/RAM MOUNTS 206-763-8361 WA | \$629.16 | _____ |
| | | | Total for Accoun | 2649 | \$661.16 |

Transactions NORRBOM, CLAYTON Credit Limit \$2500

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|--|----------|----------------|
| Other Credits | | | | | |
| 06/05 | 06/02 | 0673 | TSI OKLAHOMA CITY OK MERCHANDISE/SERVICE RETURN | \$145.00 | CR _____ |
| Purchases and Other Debits | | | | | |
| 06/08 | 06/05 | 3977 | CAPE KIWANDA RV RESORT PACIFIC CITY OR | \$20.90 | _____ |
| 06/08 | 06/04 | 1325 | TSI 405-954-9742 OK | \$145.00 | _____ |
| | | | Total for Accoun | 5 | \$20.90 |

19



Transactions BILLING ACCOUNT ACTIVITY

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-------------------------|--------------------------|----------|
| Payments and Other Credits | | | | | |
| 06/11 | 06/11 | 8 | PAYMENT THANK YOU | \$34.95 _{CR} | _____ |
| 06/11 | 06/11 | 8 | PAYMENT THANK YOU | \$5,866.37 _{CR} | _____ |
| Total for Account | | | | \$5,901.32 _{CR} | |

| 2020 Totals Year-to-Date | |
|--------------------------------|--------|
| Total Fees Charged in 2020 | \$0.00 |
| Total Interest Charged in 2020 | \$0.00 |

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

| Balance Type | Balance By Type | Balance Subject to Interest Rate | Variable | Interest Charge | Annual Percentage Rate | Expires with Statement |
|--------------------|-----------------|----------------------------------|----------|-----------------|------------------------|------------------------|
| **BALANCE TRANSFER | \$0.00 | \$0.00 | YES | \$0.00 | 12.24% | |
| **PURCHASES | \$1,258.97 | \$0.00 | YES | \$0.00 | 12.24% | |
| **ADVANCES | \$0.00 | \$0.00 | YES | \$0.00 | 23.99% | |

Contact Us



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 Fax: 1-866-807-9053



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Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

JUNE 2020

| RIDERSHIP BY SERVICE TYPE | JUN 2020 | JUN 2019 | YTD FY 19-20 | YTD FY 18-19 | YTD % Change |
|--|--------------|---------------|-----------------|-----------------|-----------------|
| <u>Dial-A-Ride Service</u> | | | | | |
| Tillamook County | 755 | 1,085 | 10,932 | 11,176 | -2.2% |
| NW Rides | 387 | 751 | 7,245 | 8,700 | -16.7% |
| Dial-A-Ride Total | 1,142 | 1,836 | 18,177 | 19,876 | -8.5% |
| <u>Deviated Fixed Route Service</u> | | | | | |
| Rt 1: Town Loop | 2,542 | 3,411 | 39,612 | 43,780 | -9.5% |
| Rt 2: Netarts/Oceanside | 413 | 618 | 7,312 | 7,036 | 3.9% |
| Rt 3: Manzanita/Cannon Beach | 2,018 | 3,060 | 32,139 | 34,764 | -7.6% |
| Rt 4: Lincoln City | 830 | 1,547 | 14,908 | 15,192 | -1.9% |
| Local Fixed Rt Total | 5,803 | 8,636 | 93,971 | 100,772 | -6.7% |
| <u>Intercity Service</u> | | | | | |
| Rt 5: Portland | 396 | 1,010 | 7,998 | 10,472 | -23.6% |
| Rt 60X: Salem | 628 | 990 | 9,598 | 10,706 | -10.3% |
| Rt 70X: Grand Ronde | 297 | 397 | 4,302 | 5,869 | -26.7% |
| Inter City Total | 1,321 | 2,397 | 21,898 | 27,047 | -19.0% |
| <u>Other Services</u> | | | | | |
| Tripper Routes | 7 | 481 | 796 | 1,891 | -57.9% |
| Special Bus Operations | 143 | 163 | 1,470 | 1,328 | 10.7% |
| Other Services Total | 150 | 644 | 2,266 | 3,219 | -29.6% |
| TOTAL ALL SERVICES | 8,416 | 13,513 | 136,312 | 150,914 | -9.7% |

| ONE-WAY TRIPS BY USER GROUP | | | | | |
|---|--------------|--------------|----------------|----------------|--------------|
| | Fixed | | YTD | YTD | YTD % |
| USER GROUP | Route | DAR | FY 19-20 | FY 18-19 | Change |
| General (18 years to 60 years of age) | 4,248 | 183 | 73,394 | 81,602 | -10.1% |
| Senior/Disabled | 2,333 | 914 | 53,542 | 58,084 | -7.8% |
| Child/Youth (less than 18 years of age) | 549 | 46 | 9,234 | 11,228 | -17.8% |
| Total | 7,131 | 1,142 | 136,169 | 150,914 | -9.8% |
| OTHER RIDER CATEGORIES | | | | | |
| | Fixed | | YTD | YTD | YTD % |
| | Route | DAR | FY 19-20 | FY 18-19 | Change |
| Ride Connection | 33 | | 811 | 907 | -10.6% |
| Tillamook Bay Community College | 103 | | 2,202 | 3,040 | -27.6% |
| NWOTA Visitor Pass | 57 | | 1,316 | 1,704 | -22.8% |
| NW Rides | | 369 | 6,550 | 6,845 | -4.3% |
| Helping Hands Shuttle | | 36 | 1,406 | 821 | 71.3% |

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MONTHLY PERFORMANCE

| Service Month | Passengers per Hour | Farebox Ratio | Operating Cost per Hour |
|---------------|---------------------|---------------|-------------------------|
|---------------|---------------------|---------------|-------------------------|

Dial-A-Ride Services

| | | | |
|-----------------|------------|--------------|--------------|
| Jun-19 | 1.4 | 60.5% | 64.24 |
| Mar-20 | 1.6 | 53.6% | 76.90 |
| Apr-20 | 1.6 | 53.4% | 76.97 |
| May-20 | 1.6 | 53.0% | 77.59 |
| Jun-20 | 1.6 | 53.5% | 78.13 |
| STANDARD | 1.3 | 65.3% | 56.36 |

Deviated Fixed Routes

| | | | |
|-----------------|------------|--------------|--------------|
| May-19 | 5.7 | 9.1% | 65.84 |
| Mar-20 | 5.9 | 8.1% | 76.51 |
| Apr-20 | 5.6 | 7.7% | 76.59 |
| May-20 | 5.4 | 7.4% | 77.17 |
| Jun-20 | 5.3 | 6.4% | 77.65 |
| STANDARD | 7.0 | 12.4% | 64.60 |

Intercity Services

| | | | |
|-----------------|------------|--------------|--------------|
| May-19 | 3.0 | 21.0% | 74.49 |
| Mar-20 | 2.9 | 15.9% | 88.54 |
| Apr-20 | 2.7 | 14.8% | 88.43 |
| May-20 | 2.5 | 13.9% | 89.14 |
| Jun-20 | 2.5 | 13.4% | 89.27 |
| STANDARD | 2.9 | 31.5% | 72.86 |

Other Services

| | | | |
|-----------------|------------|--------------|--------------|
| May-19 | 6.2 | 9.5% | 55.94 |
| Mar-20 | 5.4 | 9.5% | 66.85 |
| Apr-20 | 5.4 | 9.4% | 67.15 |
| May-20 | 5.4 | 9.4% | 67.64 |
| Jun-20 | 4.8 | 7.8% | 67.68 |
| STANDARD | 6.9 | 10.7% | 67.00 |

Dial-a-Ride includes Central, North and South Counties Dial-A-Ride Services

Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City

Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde

Other Services: Trippers and Special Bus Operations

QUARTERLY PERFORMANCE

| Service Quarter | Passengers per Hour | Farebox Ratio | Operating Cost per Hour | Cost per Passenger |
|-----------------|---------------------|---------------|-------------------------|--------------------|
|-----------------|---------------------|---------------|-------------------------|--------------------|

Dial-A-Ride Services

| | | | | |
|-----------------|------------|--------------|--------------|--------------|
| Spring - 19 | 1.4 | 60.5% | 65.08 | 46.14 |
| Summer -19 | 1.6 | 55.6% | 73.66 | 47.15 |
| Fall - 19 | 1.6 | 56.6% | 70.76 | 44.21 |
| Winter - 20 | 1.6 | 53.6% | 76.90 | 48.35 |
| Spring - 20 | 1.6 | 53.5% | 78.13 | 49.99 |
| STANDARD | 1.4 | 59.1% | 55.82 | 39.83 |

Deviated Fixed Route Services

| | | | | |
|-----------------|------------|--------------|--------------|--------------|
| Spring - 19 | 5.7 | 9.2% | 65.01 | 11.41 |
| Summer -19 | 6.3 | 9.5% | 73.64 | 11.66 |
| Fall - 19 | 6.1 | 9.3% | 70.98 | 11.62 |
| Winter - 20 | 5.9 | 8.1% | 76.51 | 12.88 |
| Spring - 20 | 5.3 | 7.2% | 77.65 | 14.74 |
| STANDARD | 6.7 | 12.2% | 67.93 | 10.19 |

Intercity Services

| | | | | |
|-----------------|------------|--------------|--------------|--------------|
| Spring - 19 | 3.0 | 20.7% | 75.88 | 24.98 |
| Summer -19 | 3.4 | 19.6% | 83.54 | 24.93 |
| Fall - 19 | 3.1 | 19.1% | 81.60 | 25.95 |
| Winter - 20 | 2.9 | 15.9% | 88.54 | 30.21 |
| Spring - 20 | 2.5 | 13.4% | 90.07 | 36.55 |
| STANDARD | 2.9 | 31.9% | 74.93 | 25.92 |

Other Services

| | | | | |
|-----------------|-------------|--------------|--------------|-------------|
| Spring - 19 | 6.2 | 9.6% | 55.19 | 8.92 |
| Summer -19 | 5.0 | 7.3% | 66.97 | 13.30 |
| Fall - 19 | 5.3 | 10.5% | 62.92 | 11.76 |
| Winter - 20 | 5.4 | 9.5% | 66.85 | 12.28 |
| Spring - 20 | 4.8 | 7.8% | 67.68 | 14.11 |
| STANDARD | 11.6 | 28.9% | 63.59 | 5.50 |

Tillamook County Transportation District
Actual FY 2019/2020

Year-to-Date Statistics and Performance

| Route/Run | Thru June 2020 | | | | | | | | | | 7/10/2020 | | | | | | |
|----------------------------|-----------------------|----------------|-------------------|----------------|-------------------|---------------------|-------------------------|------------------|---------------------|------------------------------------|------------------|------------------|---------------|---------------------|-------------------|----------------------------|-------|
| | YTD Fare Revenue (\$) | YTD Passngs | YTD Service Hours | YTD Paid Hours | YTD Service Miles | Mileage Based Costs | Hourly Based Costs (\$) | Direct Cost (\$) | Indirect Costs (\$) | Total Costs (\$) | Hourly Rate (\$) | Passngs per Hour | Farebox Ratio | Passngr/ \$ Subsidy | Average Fare (\$) | Revenue/ Service Hour (\$) | |
| <u>Dial-A-Ride Service</u> | | | | | | | | | | | | | | | | | |
| Dial-A-Ride | 32,753 | 10,932 | 4,268 | 5,300 | 75,998 | 51,468 | 183,327 | 10,171 | 64,014 | 308,980 | 72.39 | 2.6 | 10.6% | 0.04 | 3.00 | 7.67 | |
| NW Rides | 453,599 | 7,245 | 7,363 | 9,854 | 209,238 | 141,701 | 316,255 | 17,547 | 124,259 | 599,762 | 81.45 | 1.0 | 75.6% | 0.05 | 62.61 | 61.60 | |
| Total DAR | 486,352 | 18,177 | 11,632 | 15,154 | 285,236 | 193,168 | 499,582 | 27,718 | 188,274 | 908,742 | 78.13 | 1.6 | 53.5% | 0.04 | 26.76 | 41.81 | |
| <u>Deviated Route</u> | | | | | | | | | | | | | | | | | |
| 01 Town Loop | 27,575 | 39,612 | 4,626 | 5,198 | 62,381 | 42,246 | 198,675 | 11,023 | 65,838 | 317,782 | 68.70 | 8.6 | 8.7% | 0.14 | 0.70 | 5.96 | |
| 02 Netarts/Oceanside | 8,097 | 7,312 | 2,408 | 3,242 | 53,067 | 35,938 | 103,418 | 5,738 | 37,916 | 183,009 | 76.00 | 3.0 | 4.4% | 0.04 | 1.11 | 3.36 | |
| 03 Manzanita | 41,389 | 32,139 | 6,589 | 7,220 | 170,610 | 115,541 | 282,976 | 15,700 | 108,244 | 522,461 | 79.30 | 4.9 | 7.9% | 0.07 | 1.29 | 6.28 | |
| 04 Lincoln City | 23,167 | 14,908 | 4,213 | 4,992 | 141,322 | 95,706 | 180,942 | 10,039 | 74,917 | 361,604 | 85.83 | 3.5 | 6.4% | 0.04 | 1.55 | 5.50 | |
| Total Deviated Route | 100,228 | 93,971 | 17,835 | 20,652 | 427,379 | 289,431 | 766,011 | 42,500 | 286,915 | 1,384,857 | 77.65 | 5.3 | 7.2% | 0.07 | 1.07 | 5.62 | |
| <u>Intercity</u> | | | | | | | | | | | | | | | | | |
| 05 Portland | 74,957 | 7,998 | 3,538 | 3,893 | 113,354 | 76,766 | 160,376 | 8,430 | 61,970 | 307,542 | 86.93 | 2.3 | 24.4% | 0.03 | 9.37 | 21.19 | |
| 60X Salem | 26,103 | 9,598 | 3,266 | 4,012 | 131,634 | 89,146 | 148,054 | 7,783 | 61,985 | 306,968 | 93.99 | 2.9 | 8.5% | 0.03 | 2.72 | 7.99 | |
| 70X Grand Ronde | 6,182 | 4,302 | 2,083 | 3,745 | 72,441 | 49,058 | 94,417 | 4,963 | 37,493 | 185,932 | 89.27 | 2.1 | 3.3% | 0.02 | 1.44 | 2.97 | |
| Total Intercity | 107,243 | 21,898 | 8,887 | 11,649 | 317,429 | 214,970 | 402,847 | 21,176 | 161,448 | 800,442 | 90.07 | 2.5 | 13.4% | 0.03 | 4.90 | 12.07 | |
| <u>Other Services</u> | | | | | | | | | | | | | | | | | |
| Trippers | 648 | 976 | 151 | 370 | 1,584 | 1,073 | 6,494 | 360 | 2,070 | 9,997 | 66.12 | 6.5 | 6.5% | 0.10 | 0.66 | 4.29 | |
| Special Bus Operation | 2,039 | 1,470 | 359 | 456 | 4,689 | 3,176 | 15,408 | 855 | 5,079 | 24,518 | 68.34 | 4.1 | 8.3% | 0.07 | 1.39 | 5.68 | |
| Total Other Services | 2,687 | 2,446 | 510 | 826 | 6,273 | 4,248 | 21,902 | 1,215 | 7,149 | 34,514 | 67.68 | 4.8 | 7.8% | 0.08 | 1.10 | 5.27 | |
| Total TCTD Services | 696,509 | 136,492 | 38,864 | 48,281 | 1,036,317 | 701,818 | 1,690,342 | 92,609 | 643,786 | 3,128,556 | 80.50 | 3.51 | 22.3% | 0.06 | 5.10 | 17.92 | |
| | | | | | | | | | | Total Mileage, Labor & Direct Cost | | 2,484,770 | | | | | 25.9% |

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**Tillamook County Transportation District
FY18/19 to FY 19/20**

Year-Over-Year Comparison

| Route/Run | Thru June 2020 | | | Thru June 2020 | | | Thru June 2020 | | | Thru June 2020 | | | | | | |
|----------------------------|----------------|----------------|-------------------|--------------------|----------------|----------------|--------------------|-------------------|--------------------|----------------|---------------|--------------------------|-------------------|--------------------|----------------|--------------|
| | 18/19 | 19/20 | Amount Difference | Percent Difference | 18/19 | 19/20 | Passngs Difference | Amount Difference | Percent Difference | 18/19 | 19/20 | Service Hours Difference | Amount Difference | Percent Difference | | |
| <u>Dial-A-Ride Service</u> | | | | | | | | | | | | | | | | |
| Dial-A-Ride | 30,932 | 32,753 | 1,821 | 5.9% | 11,176 | 10,932 | -244 | -2.2% | 4,435 | 4,268 | -167 | -3.8% | 266,212 | 308,980 | 42,768 | 16.1% |
| NW Rides | 524,337 | 453,599 | -70,738 | -13.5% | 8,700 | 7,245 | -1,455 | -16.7% | 9,848 | 7,363 | -2,485 | -25.2% | 651,346 | 599,762 | -51,584 | -7.9% |
| Total DAR | 555,269 | 486,352 | -68,918 | -12.4% | 19,876 | 18,177 | -1,699 | -8.5% | 14,284 | 11,632 | -2,652 | -18.6% | 917,558 | 908,742 | -8,816 | -1.0% |
| <u>Deviated Route</u> | | | | | | | | | | | | | | | | |
| 01 Town Loop | 30,687 | 27,575 | -3,112 | -10.1% | 43,780 | 39,612 | -4,168 | -9.5% | 4,549 | 4,626 | 77 | 1.7% | 263,694 | 317,782 | 54,088 | 20.5% |
| 02 Netarts/Oceanside | 7,398 | 8,097 | 699 | 9.4% | 7,036 | 7,312 | 276 | 3.9% | 2,395 | 2,408 | 13 | 0.6% | 153,851 | 183,009 | 29,158 | 19.0% |
| 03 Manzanita | 43,127 | 41,389 | -1,738 | -4.0% | 34,764 | 32,139 | -2,625 | -7.6% | 6,552 | 6,589 | 37 | 0.6% | 440,110 | 522,461 | 82,352 | 18.7% |
| 04 Lincoln City | 25,070 | 23,167 | -1,903 | -7.6% | 15,192 | 14,908 | -284 | -1.9% | 4,190 | 4,213 | 23 | 0.6% | 306,704 | 361,604 | 54,900 | 17.9% |
| Total Local Fixed Route | 106,282 | 100,228 | -6,054 | -5.7% | 100,772 | 93,971 | -6,801 | -6.7% | 17,685 | 17,835 | 150 | 0.9% | 1,164,359 | 1,384,857 | 220,498 | 18.9% |
| <u>Intercity</u> | | | | | | | | | | | | | | | | |
| 05 Portland | 102,915 | 74,957 | -27,958 | -27.2% | 10,472 | 7,998 | -2,474 | -23.6% | 3,518 | 3,538 | 20 | 0.6% | 252,343 | 307,542 | 55,199 | 21.9% |
| 60X Salem | 27,690 | 26,103 | -1,587 | -5.7% | 10,706 | 9,598 | -1,108 | -10.3% | 3,303 | 3,266 | -37 | -1.1% | 257,283 | 306,968 | 49,685 | 19.3% |
| 70X Grand Ronde | 8,558 | 6,182 | -2,376 | -27.8% | 5,869 | 4,302 | -1,567 | -26.7% | 2,083 | 2,083 | 0 | 0.0% | 153,649 | 185,932 | 32,283 | 21.0% |
| Total Intercity | 139,163 | 107,243 | -31,920 | -22.9% | 27,047 | 21,898 | -5,149 | -19.0% | 8,904 | 8,887 | -17 | -0.2% | 663,274 | 800,442 | 137,168 | 20.7% |
| <u>Other Services</u> | | | | | | | | | | | | | | | | |
| Trippers | 1,252 | 648 | -604 | -48.2% | 1,891 | 976 | -915 | -48.4% | 254 | 151 | -103 | -40.4% | 13,935 | 9,997 | -3,938 | -28.3% |
| Special Bus Operation | 1,507 | 2,039 | 532 | 35.3% | 1,328 | 1,470 | 142 | 10.7% | 266 | 359 | 92 | 34.7% | 15,162 | 24,518 | 9,356 | 61.7% |
| Total Other Services | 2,759 | 2,687 | -72 | -2.6% | 3,219 | 2,446 | -773 | -24.0% | 520 | 510 | -10 | -2.0% | 29,097 | 34,514 | 5,418 | 18.6% |
| Total TCTD Services | 803,473 | 696,509 | -106,964 | -13.3% | 150,914 | 136,492 | -14,422 | -9.6% | 41,393 | 38,864 | -2,529 | -6.1% | 2,774,288 | 3,128,556 | 354,268 | 12.8% |

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nwCONNECTOR

Coordinating Committee **Zoom** Meeting

July 10, 2020
 Tillamook County Transportation District
 3600 3rd St
 Tillamook, OR
 10:00 am—12:00 pm

Join Zoom Meeting:

<https://us02web.zoom.us/j/81439936231>

1 253 215 8782

Meeting ID: 814 3993 6231

Agenda

| | | |
|------------------|---|-----------------|
| 10:00— 10:05a | 1. Introductions. Welcome to guests. | Doug Pilant |
| 10:05— 10:15a | 2. Consent Calendar (Action Items) ✦ June 12, 2020 Meeting Minutes (Attached) ✦ June 2020 Financial Report ✦ Ridership Tracking ✦ Calculating Average Passenger Miles Update | Doug Pilant/All |
| 10:15— 10:45a | 3. NWOTA Standing Items ✦ IGA Approval Update ✦ Management Plan Approval Updates ✦ Website Alert Implementation ✦ Trip Planner Enhancement Implementation ✦ Travel Studio/Transportation Committee | Doug Pilant/All |
| 10:45— 11:15a | 4. STIF-Discretionary for some NW Transit Access Project Bus Stops | Arla Miller |
| 11:15— 11:30a | 5. COVID-19 Transit/NW Connector Updates | All |
| 11:30— 12:00p | 6. Other Business and Member Updates | All |

Attachments:

June 12, 2020 Meeting Minutes

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Mary McArthur at 503.397-3099 at least 48 hours prior to the meeting.

www.nwconnector.org



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Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes (via Zoom)
June 12, 2020
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees/teleconference participants included:
 - Brad Dillingham—Benton County Transportation
 - John Dreezsen—Columbia County Rider
 - Paul Lewicki—Sunset Empire Transportation District
 - Doug Pilant—Tillamook County Transportation District
 - Cynda Bruce—Benton County
 - Mark Bernard, Arla Miller—ODOT
 - Thomas Craig, Chris Perry—Trillium Transit
2. Consent Calendar: Unanimously approved. (CB/JD)
 - ✦ May 8, 2020 Meeting Minutes—No changes.
 - ✦ May Financial Report—Received all outstanding partner dues.
 - ✦ Ridership Performance Report—Most current is through April 2020.
 - ✦ Calculating Average Passenger Miles Progress—No updates.
3. NWOTA Standing Items:
 - ✦ IGA Approval Updates—None. Brad continues to keep this on his to do list but has other internal activities that are taking priority right now. Doug is available for support or clarification on the IGA.
 - ✦ Management Plan—None. Benton County and SETD still need board approvals.
 - ✦ Website Alert System Implementation—Doug has run into a couple of concerns which he will go over with Trillium. The updates to the website are live, Thomas has sent out a link. Added alerts to the Trip Planner as well. Trying to minimize flog stops by identifying close bus stops. Will improve as people test it out. Google Transit Alerts Tool is already running on the Trip Planner. Doug noted that he is working with staff on removing outdated alerts.
 - ✦ Travel Tourism Studio/Transportation Committee—The subcommittee continues not to meet until the pandemic lockdowns are lifted.
4. NW Connector Website Trip Planner Update/Demo

Thomas introduced Chris Perry, who is taking the lead on this project. He provided a demo of the new features.

In February, Trillium asked the NWOTA partners to prepare a list of the places they don't want flag stops. With the Trip Planner live, it will be easier to identify those places. Can always let Trillium know zones where flag stops should be disabled.

Question: How is the NWConnector flex service incorporated into the updated Trip Planner? Trillium response: Took off the Corvallis to Albany connection and the CCR Portland medical ride service. Have all the other flex services listed. May be able to include the two exclusions in the future.

Will be important for all partners to get training (retraining) including ongoing reminders for the partners to utilize all the new capacity incorporated in the enhancements. All

partners agreed that real-time active training is the best way to retain information. Expiration of alerts also takes some remembering to do.

Chris noted that while more testing is needed, that the enhanced Trip Planner is good enough to go live now. He will write up a testing primer. Focus will be on end users as well as staff. May be able to recruit some public users from NWConnector Facebook.

Next step: Set a launch date, but give time for real time training with staff and one public webinar. Mary will organize a training day and time. Chris will set up and conduct the training. John and Brad will invite their contractors.

Some Vernonia trips are also ready to go live.

Yamhill County, which abuts the NWConnector system, could use this plug in and implement a similar Trip Planner. Trillium will be getting information out on the availability of the enhanced Trip Planner tool to the entire State. It is scalable for use by other agencies as well.

5. COVID Transit/NWConnector Updates

Paul is working on the grant application for new portable bus sanitizing equipment. All the partners have provided him with the number of units/equipment they need to service their buses. He plans to have the application information to Doug by early next week. It will be a \$172,000 request and published on ORPIN. Paul has talked to Creative and their lead time is about 10 weeks. ODOT is meeting once a month and should be able to have a decision back to NWOTA by mid-August.

6. COVID-19 Membership Updates

- ✦ Lincoln County—Cynda reported that the county has experienced 124 COVID cases from the Pacific Seafood plant. They bring employees in from outside the area. They had a driver who wanted a test but was told he needed to go to his own provider. Contact tracing is not including transit rides. Need more testing. County has put on hold any new hiring for six months. Need a second dispatcher, but unable to hire. It would be particularly helpful to be able to hire at this time, with the training on the new alert system. Have restarted the Coast to Valley Express.
- ✦ CCR—Transit has been going fairly well. Working on our ODOT audit, transitioning maintenance to in-house. Having more ability to look ahead. Budget was approved. Grant coming through to acquire new buses, working with Kimberly.
- ✦ Benton County—Restarted Coast to Valley Express. Everything else has stayed relatively the same, following COVID guidelines. Now operating fixed service at fixed cost, making more efficient. Ridership has gone down 90%. As opening back up, implementing new efficiencies. An opportunity to do things differently, in an improved way.
- ✦ ODOT/Mark Bernard—Keeping busy with the 2021—2023 solicitation for Public Transit, likely through next March. Will be more knowledgeable about these programs.
- ✦ ODOT/Arla Miller—ODOT is realizing that teleworking works well for those jobs that can work that way. Will probably telecommute going forward, and not work in the office. ODOT will save costs on office space.
- ✦ Sunset Empire Transit—Paul noted that things seem to be settling down. No interruptions in service. Actually enhancing service and adding drivers. Awarded entire drive staff best Quarterly Employee award. New low floor buses are in and applications for more buses for CARES Act funding. The spacing requirement for riders is resulting in the need for more buses. More staff are starting to work in the office. Everyone is doing well.
- ✦ Tillamook Transit—Doug reported that he finished his 3rd week back in the office. However, have found that he may be more productive at home, fewer interruptions. Still

working with union on negotiations. Changes in vacation and increased funding for healthcare could add \$125,000/year. As a five year contract is being negotiated, this could have significant impact. Union wants to reinstate COVID pay, which ended when the County went into Phase 1 reopening. Took delivery of 5 new buses. Had some workmanship issues, but they have been resolved. Doug will forward issues to ODOT.

Working on a fare analysis of entire system. Making progress on STIF Planning. Doubling Town Loop to service the Port of Tillamook Bay. Starting live survey through Facebook. Started Pacific City shuttle for the visitor season, will need a bigger vehicle than in the past because of the social distancing requirements, plus a second driver. Last week Cynda and Doug met at Cascade Head to look at transit service to that area. Scouting trip with the Nature Conservancy.

Recorded: Mary McArthur, Col-Pac EDD and NWOTA Coordinator

Tillamook County Transportation District
Financial Statement

From 6/1/2020 Through 6/30/2020

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 100% |
|-------------------------------------|--------------------------|--------------------------|------------------------|-------------------|--------------------------|---------------|
| Resources | | | | | | |
| Working Capital | | | | | | |
| 3500 | 0.00 | 0.00 | 0.00 | 105,000.00 | (105,000.00) | 0.00% |
| 4225 NWOTA Partner Cont. Match | 0.00 | 0.00 | 48,000.00 | 48,000.00 | 0.00 | 100.00% |
| 4911 Transfer From General Fund | 0.00 | 0.00 | 12,000.00 | 12,000.00 | 0.00 | 100.00% |
| 4918 Transfer from STIF Fund | 0.00 | 0.00 | 0.00 | 149,000.00 | (149,000.00) | 0.00% |
| Total Resources | 0.00 | 0.00 | 60,000.00 | 314,000.00 | (254,000.00) | 19.11% |
| Expenses | | | | | | |
| Materials and Services | | | | | | |
| 5100 Professional Services | 0.00 | 437.50 | 2,736.00 | 5,250.00 | 2,514.00 | 52.11% |
| 5101 Administrative Support | 2,868.85 | 2,083.37 | 18,553.68 | 25,000.00 | 6,446.32 | 74.21% |
| 5102 Website Maintenance | 0.00 | 625.00 | 6,500.00 | 7,500.00 | 1,000.00 | 86.66% |
| 5190 Marketing | 0.00 | 3,958.37 | 37,440.63 | 47,500.00 | 10,059.37 | 78.82% |
| 5191 Website Re-Design | 64,932.00 | 0.00 | 67,885.26 | 164,560.00 | 96,674.74 | 41.25% |
| 5220 Travel & Training | 0.00 | 416.63 | 0.00 | 5,000.00 | 5,000.00 | 0.00% |
| Total Materials and Services | 67,800.85 | 7,520.87 | 133,115.57 | 254,810.00 | 121,694.43 | 52.24% |
| Transfers | | | | | | |
| 9130 Transfer to General Fund | 0.00 | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 100.00% |
| 9180 Unappropriated Ending Fund Bal | 0.00 | 0.00 | 0.00 | 56,190.00 | 56,190.00 | 0.00% |
| Total Transfers | 0.00 | 0.00 | 3,000.00 | 59,190.00 | 56,190.00 | 5.07% |
| Total Expenses | 67,800.85 | 7,520.87 | 136,115.57 | 314,000.00 | 177,884.43 | 43.35% |

30

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, June 18, 2020 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair Judy Riggs called the meeting to order at 6:01pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors (all Directors attended by telephone)

Judy Riggs, Board Chair
Gary Hanenkrat, Director
Jim Huffman, Secretary
Jackie Edwards, Director
Melissa Carlson-Swanson, Director
Linda Adler, Treasurer

TCTD Staff

Doug Pilant, General Manager (in person)
Brent Olson, Superintendent (in person)
Cathy Bond, NW Rides Brokerage Manager/Board Clerk (in person)
Tabatha Welch, Finance Supervisor (in person)

Absent

Marty Holm, Vice Chair

Guest

Danielle Amaya, TCTD Dispatcher
Kathy Klezak, NW Transportation Options

4. Announcements and Changes to Agenda: None.
5. Public & Guest Comments: Danielle Amaya shared employee information regarding the Wellness Center.

Director Huffman wanted to be sure Pat Patterson's concerns about volunteers was in the record. Board Clerk Cathy Bond stated that his letter, and Director Huffman's letter, is attached to the April board meeting and the online board packet is available at the nwconnector.org/Tillamook website.

Kathy Kleczek shared information regarding a regional transportation options challenge called Getthereoregon.org for bike rider challenge. If anyone has questions,

she will be happy to assist with logging on or getting information. Director Huffman thanked Kathy for all she does. Director Adler thanked her too.

6. Executives Session – Labor Negotiations ORS 192.660(2)(d)
6:06pm – 6:39pm
There were no motions as a result of Executive Session.
7. Public Hearing to received public comment on the TCTD FY 2020-21 Budget
6:43pm – 6:43pm
Jim Huffman asked that Pat Patterson's comments regarding the volunteer program be considered. There were no further comments.

REPORTS

8. Financial Report: GM Doug Pilant provided an overview of the May 2020 financial reports. He reported the District has completed 92% of the fiscal year. Additional timber tax revenue was received. Doug reported that five (5) buses were received and explained the transaction is on Page 10, line item 6000. Director Hanenkrat mentioned that it was his understanding wellness center equipment wouldn't be purchased until further discussion. Finance Supervisor Tabatha Welch explained these expenses were for the current fiscal year. GM Doug Pilant said this equipment was budgeted and it was his understanding there would be a discussion about purchasing equipment for the next fiscal year. Director Huffman asked what were the purposes of the meal expenses? Finance Supervisor Tabatha Welch explained that during the stay-at-home order the District provided staff meals once a week for employees to support the employees and local businesses. She explained these expenses would be recovered through COVID reimbursement. Director Huffman thanked her for the explanation. Director Hanenkrat asked if everyone came together to eat. Superintendent Brent Olson explained that all meals were individually packaged and taken by employees throughout the day as they started or ended shifts. Director Adler asked what is the breakdown is for the NordicTrack expenses. Director Hanenkrat noted his stipend check only had one signature and thought the Board should approve a change in check signing process. Finance Supervisor Tabatha Welch and GM Doug Pilant explained the District and bank policy does not specifically state two signatures being required. Director Carlson-Swanson, who worked for a bank for years, stated it is not a banking requirement and is up to customers to implement their specific policy.
9. Service Measure Performance Report: GM Doug Pilant reviewed performance measures with the Board. GM Doug Pilant said the additional COVID expenses and low ridership has negatively affected all performance measures.
10. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. He explained the trip planner project is on schedule. All 5 agencies will be attending online training for the customer service alert. The goal is for the website to go live mid-July. Trillium has dedicated a person to this project for technical support. The group is discussing a group purchase for vehicle sanitation systems. Paul Lewicki from Sunset Transit is leading the NWOTA

application development. If successful, there will be a grant agreement in the August board meeting.

11. Planning & Development:

- a. Cape Kiawanda Master Plan – No report.
- b. Deviated Fixed Route/ADA Policy: GM Doug Pilant said he included a resolution to approve modification of the Nelson-Nygaard contract later on the to perform a system-wide fare policy analysis. This analysis will simplify the District's fare policy. The goal is to have this completed prior to programming the District's in the Ecolane for Deviated Fixed Route module.
- c. STIF Service Alternatives Plan: Kittelson & Associates met with staff to develop new service alternatives. The consultants are now preparing an online survey to gather further public input. The goal is for this phase of the project to be completed by the end of July. Kittelson also met with staff to develop a list of projects for the next round of STIF funding.

12. Grant Funding: ODOT will be publishing the next biennial grant schedule in September.

- a. STIF/STF Consolidation: No report.
- b. STIF Formula: No report.
- c. Section 5310 – waiting for Ford Transit van.
- d. Section 5339 – Grant for approval later in meeting.

13. Facility/Property Management

- a. Transit Visitors Center – Received documents needed to work with the City to complete the purchase sale agreement. Partitioning still in progress.
- b. Post Office Bus Stop: Shelter installation has begun, and the new shelter should be in place next week.
- c. Alternative Fuel Facility: Working on architectural and engineering plans. Soil samples next step.

14. NW Ride Brokerage

- a. Working with legal counsel to revise the BPA. After operating for 2 years, the brokerage is adapting the BPA to the current business practices.
- b. OHA is requiring a lot more data collection for actual trips. The brokerage is purchasing additional licenses to fulfill the requirement of providers to be on tablets.
- c. Brokerage Manager Cathy Bond participated in CalACT webinar as a presenter on "Turning a Crisis into Creative Services with Technology".

15. Miscellaneous

- a. ATU – Update covered during executive session.
- b. Board Training – Postponed until further notice.
- c. County Mobile Clinic – No report.
- d. County Communication Network – Survey results were released regarding prioritizing for each agency. Federal Engineering will release a draft in July and reconvene the group on communication options.
- e. NWACTION Communication Subcommittee – No report.

These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.

- f. COVID-19 – The impact has been significant on ridership. GM Doug Pilant shared that transit is getting a bad reputation nationwide and reported the new trends were people moving out of the cities to less dense locations, they want to want to drive their own cars, work from home. This could become a long-term trend that will have a negative impact on transit. It could be a long time before transit recovers.

Director Hanenkrat asked if there was any progress on administrative positions. GM Doug Pilant reported that interviews were scheduled for both positions the following week.

Director Adler asked about a note on the NWOTA report regarding adding service to Vernonia. She asked who would add that route? GM Doug Pilant said this was a service that was discussed by Columbia County. Director Adler asked if the Board would be able to participate in Trillium training. GM Doug Pilant stated it would not be appropriate for the Board to participate.

CONSENT CALENDAR

- 16. Motion to Approve the Minutes of the May 14, 2020 Budget Committee Meeting
- 17. Motion to Approve the Minutes of the May 21, 2020 Regular Board Meeting
- 18. Motion to Accept Financial and Operations Reports: May 2020

Director Hanenkrat asked if Chris Kell and Bill Hatton attended budget meeting. Board Clerk Cathy Bond stated she double-checked the attendance sheet and confirmed attendance of Bill Hatton and Chris Kell and would correct the minutes to reflect their attendance. Superintendent Brent Olson reported the purchase of a staff car. Director Adler asked if the money budgeted for the car could be subtracted from the next fiscal year budget. GM Doug Pilant shared photos of the area around the southeast corner of the Bus Maintenance Facility where employees walk through the mud and landscaping area to access the employee parking lot. He explained the money budgeted to purchase the car could be used to complete a sidewalk. GM Doug Pilant explained that an employee recently tripped there and sustained an injury.

Motion by Director Edwards to adopt the Consent Calendar, with noted correction regarding budget attendance. *Motion Seconded* by Director Carlson-Swanson. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Holm absent.

ACTION ITEMS

- 19. Resolution 20-13 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2020-21

GM Doug Pilant explained the Resolution to the Board. Director Adler noted her name needs to be added to the bottom of the Resolution. Finance Supervisor Tabatha Welch affirmed she would correct the Resolution prior to it being signed. Director Adler asked

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to be more specific about what the discretionary fund will be used to purchase. Finance Supervisor Tabatha Welch asked her if she was referring to the contingency fund? GM Doug Pilant explained what a contingency fund is used for and shared the example of health care increase last year and how the contingency fund was used as the expense was unforeseen. Financial Supervisor Tabatha Welch explained how it is reflected in the budget. Director Adler suggested that the District should be conservative based on the COVID issues and budget more fiscally responsible. GM Doug Pilant shared a further example of the expense associated with bargaining and service alternatives as expenses that may be covered with contingency money. GM Doug Pilant explained the Oregon Department of Revenue conducts several budget law classes and suggested Director Adler attend some of these classes to obtain a better understanding of local government budget process. Director Huffman agreed that training would be helpful and that she may be able to get that through SDAO. Finance Supervisor Tabatha Welch gave a great example that an unforeseen expense would be the recent COVID pandemic. Director Adler asked if there would be an increase in income to pay for the contingency fund. Financial Supervisor Tabatha Welch explained income is a separate issue not related to the contingency fund. Board Chair Riggs further explained that the fund is there to cover unexpected expenses, which is why it is a contingency fund. If it is earmarked in a specific category, you can't spend it on an unforeseen expense. Board Chair Riggs further supported the idea of Director Adler getting budget training to help her better understand the budget process.

Director Huffman asked for funding to be added to the volunteer line item in order for him to vote aye on the motion. Board Chair Riggs stated he is unable to put conditions on a motion and needs to vote aye, nay or abstain.

Motion by Director Edwards to approve Resolution 20-13 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2020-21. *Motion Seconded* by Director Hanenkrat. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Huffman abstains.
Director Holm absent.

20. Resolution 20-14 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the TCTD Administrative Building

GM Doug Pilant explained the Resolution to the Board. Director Carlson-Swanson asked if Marie Mills has been cleaning during COVID. GM Doug Pilant stated they had not been cleaning the administrative building. He said they continued to provide paper supplies. They will start cleaning administrative building in July.

Motion by Director Carlson-Swanson to approve Resolution 20-14 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the

TCTD Administrative Building. *Motion Secended* by Director Huffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Holm absent.

21. Resolution 20-15 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the Downtown Transit Visitor Center

GM Doug Pilant explained the Resolution to the Board.

Motion by Director Huffman to approve Resolution 20-15 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the Downtown Transit Visitor Center. *Motion Secended* by Director Carlson-Swanson. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Holm absent.

22. Resolution 20-16 In the Matter of Authorizing the GM to Execute an Amended Personal Services Agreement with Kittelson & Associates thru December 31, 2020

GM Doug Pilant explained the Resolution to the Board. COVID delayed this projects completion date triggering an amendment to extend completion date.

Motion by Director Edwards to approve Resolution 20-16 In the Matter of Authorizing the GM to Execute an Amended Personal Services Agreement with Kittelson & Associates thru December 31, 2020. *Motion Secended* by Director Hanenkrat. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Holm absent.

23. Resolution 20-17 In the Matter of Authorizing the GM to Execute a Planning Services Agreement with Nelson-Nygaard to Conduct a System-wide Fare Policy Analysis

GM Doug Pilant explained the Resolution to the Board. Director Huffman asked what the choices are that are being considered for change. GM Doug Pilant explained the goal is to simplify the fare policy. A fare analysis is needed prior to making recommended changes. Once the changes are adopted they will be programmed into the Ecolane Deviated Fixed Route Ecolane technology to be implemented. It will be more efficient to do the fare analysis prior to implementation. Director Adler noted the other firms bids and asked if there were other bids to consider. GM Doug Pilant stated Nelson Nygaard is preferred because they have already performed dial-a-ride fare analysis for the District

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and were very familiar with the existing deviated fixed route system. Nelson Nygaard is also bringing a highly skilled and knowledgeable consultant to the project who specializes in transit fare analysis. Director Huffman said it would be good to know her experience. Board Chair Judy Riggs pointed out to Director Huffman that her biography is in the board packet and starts on page 78.

Motion by Director Huffman to approve Resolution 20-17 In the Matter of Authorizing the GM to Execute a Planning Services Agreement with Nelson-Nygaard to Conduct a System-wide Fare Policy Analysis. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Holm absent.

24. Resolution 20-18 In the Matter of Authorizing the GM to Execute ODOT Section 5339 Grant Agreement No. 34225

GM Doug Pilant explained the Resolution to the Board. This grant covers an Intercity bus, 2 Dial-A-Ride vehicles and a bus shelter at Champion Park Apartments.

Motion by Director Carlson-Swanson to approve Resolution 20-18 In the Matter of Authorizing the GM to Execute ODOT Section 5339 Grant Agreement No. 34225. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Hanenkrat, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.
Director Holm absent.

DISCUSSION ITEMS

25. Staff Comments/Concerns

GM Doug Pilant: Thanked everyone for their patience with communication over the phone for Board meetings. It can be challenging, and he appreciates everyone making it happen. First time he has been in person with staff and is amazed watching Board Clerk Cathy keep this meeting going. Board Chair Judy Riggs thanked Cathy as well.

Superintendent Brent Olson: None.

Finance Supervisor Tabatha Welch: None.

NWR Brokerage Manager/Board Clerk Cathy Bond: Enjoyed having a meal with the staff for the first time in four months.

26. Board of Directors Comments/Concerns

Jim Huffman – Director Hanenkrat has a good point. Overall communication between management and Board has been outstanding and all management pitched in. Heard from a person close to him in Lincoln County who lost a family member so it's very personal. He appreciates the efforts the staff makes to keep everyone safe. He

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thanked SDAO and shared that there was an article regarding the conference in the SDAO newsletter. SDAO shared that the federal government is supporting transit. Important to keep connected to SDAO. He's going to think about Director Holm and his wife. Can the Board gather a card for him and his family? It was agreed to have the HR department send flowers.

Judy Riggs – Was able to participate in the Pacific City parking management meeting on behalf of District. They are looking forward to the partnership with the District. She thinks it's a feather in the District's cap that we are participating in that project. She also thanked everyone for patience regarding meetings. She looks forward to things being better in the future.

Marty Holm – Absent.

Jackie Edwards – Agrees it can be difficult and thanked everyone.

Gary Hanenkrat – Thanked everyone and hoped for a real Board meeting soon.

Linda Adler – Agrees the Board should send flowers to Director Holm.

Melissa Carlson-Swanson – Thanked Cathy Bond for participating with CalACT and for showing great leadership on behalf of the District. She has also benefited from Cathy's leadership and is proud. Recognizes COVID is challenging. She is thankful all Board and staff work hard to keep transit accessible for everyone.

UPCOMING EVENTS

Board Training - TBD

Adjournment: Board Chair Riggs adjourned the meeting at 8:02pm.

These minutes approved this 18th day of June, 2020.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager to)
Execute a Software Subscription)
Agreement with Rarestep, Inc.)
d/b/a/ Fleetio)**

RESOLUTION NO. 20-19

WHEREAS, Tillamook County Transportation District ("TCTD") currently maintains a fleet of 34 vehicles; and

WHEREAS, TCTD seeks to contract for fleet management software; and

WHEREAS, Rarestep, Inc., d/b/a Fleetio, ("Fleetio") is a provider of cloud and mobile-based fleet management solutions to help automate fleet operations and manage asset lifecycles, including managing maintenance, fuel, vehicle inspections, parts and inventory, and vehicle assignments and recalls; and

WHEREAS, TCTD wishes to enter into an Advanced Plan Annual Subscription via that certain Software Subscription Agreement with Fleetio, attached hereto as Exhibit A, which incorporates by reference the Master Services Agreement and Additional Terms.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District's Board of Directors:

that the Board authorizes the General Manager to execute Software Subscription Agreement No. 006f400000UTmS0AAL on behalf of the Tillamook County Transportation District with Fleetio to provide fleet management software.

INTRODUCED AND ADOPTED this 23rd day of July.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

EXHIBIT A

**RARESTEP, INC., D/B/A FLEETIO
SOFTWARE SUBSCRIPTION AGREEMENT
NUMBER 006f400000UTmS0AAL**



1900 2nd Avenue North, Suite 300
Birmingham, AL 35203

Software Subscription Agreement

Reference: 006f400000UTmS0AAL

Date: Jul 08, 2020

Sign By Date: 2020-07-31

Customer: Tillamook County Transportation

Fleetio Account ID:

District
3600 Third Street, Suite A

Tillamook

OR 97141

USA

503-842-0500

twelch@tillamookbus.com

| Subscription Start | Initial Term | Billing Frequency | Renewal Term | *Payment Method |
|--------------------|--------------|-------------------|--------------|-----------------|
| 2020-07-31 | 12 Months | Annual | 12 Months | Invoiced |

| Name | Price | Min Qty | Subtotal |
|--|----------|---------|------------|
| Advanced Plan Annual Subscription Advanced Plan Annual Subscription (\$7/vehicle per month, \$84/vehicle per year) | \$84.00 | 35 | \$2,940.00 |
| Launch Pack: Starter Launch Pack services must be used within 90 days. | \$750.00 | 1 | \$750.00 |

Subtotal **\$3,690.00**

****Total \$3,690.00**

* **Automatic Method:** Credit card or bank account (ACH) must be added to automatically process payments. Instructions will be sent upon agreement completion.

****Plus applicable sales tax.** If your company is tax exempt, please send your current signed sales tax exempt certificate to billing@fleetio.com.

Terms & Conditions

- **Agreement.** The parties agree the Customer shall purchase the Services above and is legally bound by the Master Services Agreement at <https://www.fleetio.com/terms/gsa> ("Master Agreement"), <https://www.fleetio.com/additional-terms> ("Additional Terms"), and this Software Subscription Agreement, including any schedules. In the case of any conflict among the preceding documents, this Software Subscription Agreement shall govern. The Master Agreement and this Software Subscription Agreement constitute the entire agreement between the parties for the services above and cannot be modified without Fleetio's prior written consent, including any terms in any purchase order.
- **Term.** The term of this Software Subscription Agreement ("Subscription Term") commences on the Subscription Start Date and continues throughout the Initial Term. The Subscription Term shall automatically renew for subsequent Renewal Terms for recurring services unless either party notifies the other of non-renewal at least 30 days prior to the end of the then-current Term. All professional services expire 90 days from the subscription start date for new customers and the agreement date for existing customers.
- **Fees.** Upon execution of this Software Subscription Agreement and for each Renewal Term, Customer shall pay the Total Fees at the Billing Frequency set forth above.

Agreed & accepted by:

| |
|------------------------|
| |
| Name: Douglas Pilant |
| Title: General Manager |
| Date: 07/24/2020 |

Prepared by: Matthew Holland

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager)
to Execute ODOT Section 5311)
Capital Grant Agreement No. 34242)**

RESOLUTION NO. 20-20

WHEREAS, the Oregon Department of Transportation (“ODOT”) Public Transit Division is authorized to award grant funding to eligible subrecipients to support public transportation in rural areas under Section 5311 of the Federal Transit Act of 1964, as amended (“Section 5311”); and

WHEREAS, ODOT has allocated Section 5311 funding to the Tillamook County Transportation District for capital purposes; and

WHEREAS, the Tillamook County Transportation District wishes to fund the purchase of: (1) Category B Intercity Bus; (2) Category D Dial-A-Ride Bus; and (3) two Category E Dial-A-Ride Vans; and

WHEREAS, the Tillamook County Transportation District has received a Section 5311 grant from ODOT in the amount of \$430,704.00 for purposes of funding the aforementioned capital expenses during the period of July 1, 2020, through June 30, 2022, which grant is memorialized in ODOT Grant Agreement No. 34242;

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors that:

the General Manager is authorized to execute and file ODOT Grant Agreement No. 34242 in the amount of \$430,704.00 on behalf of the Tillamook County Transportation District for the purchase of transit vehicles during fiscal years July 1, 2020, through June 30, 2022.

INTRODUCED AND ADOPTED this 23rd day of July, 2020.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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 **Tillamook County 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 **\$480,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$430,704.00** 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.

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:
 - i. 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

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:
 - i. 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:

- i. 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.
- l. **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.

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

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Doug Pilant
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
dpilant@tillamookbus.com

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 861-2798
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____

Karyn Criswell
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/24/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

| | | | | |
|--|---------------------|---------------------|--------------------|---------------|
| Project Title: STP Tillamook County Transportation District 34242 | | | | |
| <i>Vehicle Replacement</i> | | | | |
| Item #1: Bus STD 35ft | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$210,000.00 | \$188,433.00 | \$21,567.00 | Local |
| Item #1: Bus < 30ft | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$90,000.00 | \$80,757.00 | \$9,243.00 | Local |
| Item #1: Vans | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$180,000.00 | \$161,514.00 | \$18,486.00 | Local |
| Sub Total | \$480,000.00 | \$430,704.00 | \$49,296.00 | |
| Grand Total | \$480,000.00 | \$430,704.00 | \$49,296.00 | |

1. PROJECT DESCRIPTION

Purchase 1 transit vehicle as follows: useful life - 10 years or 350,000 miles; approximate length: 30 to 35 feet; estimated number of seats - 28; estimated number of ADA securement stations - 2; fuel type - diesel.

Purchase 1 transit vehicle as follows: useful life - 5 years or 150,000 miles; approximate length - 20 to 25 feet; estimated number of seats - 14; estimated number of ADA securement stations - 3; fuel type - gasoline.

Purchase 2 transit vehicles as follows: useful life - 4 years or 100,000 miles; approximate length - less than 20 feet; estimated number of seats - 9; estimated number of ADA securement stations - 2; fuel type - gasoline.

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. V001395; 2013 Champion Defender; 1FVACWDUXDHFJ3377.*
- 2. OPTIS No. V001478; 2014 Chevrolet Goshen; 1GB3G3BG1E1159667 .*
- 3. OPTIS No. V001476; 2014 Dodge Caravan; 2C7WDGBG5ER319735.*
- 4. OPTIS No. V001477; 2014 Dodge Caravan; 2C7WDGBG2ER319739.*

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.

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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 which 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 F.

This Agreement is financed by the funding source indicated below:

| Federal Program | Federal Funding Agency | CFDA Number | Total Federal Funding |
|------------------------|---|----------------------|------------------------------|
| 49 U.S.C. 5311 | U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174 | 20.509 (5311) | \$430,704.00 |

| |
|--|
| 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.

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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

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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.

Handwritten signature or initials in the bottom right corner of the page.

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General
Manager to Execute ODOT
Section 5310 Capital
Grant Agreement No. 34244**)
)
)
)

RESOLUTION NO. 20-21

WHEREAS, the Oregon Department of Transportation (“ODOT”) Public Transit Division is authorized to award grant funding to eligible subrecipients to improve transportation programs and services for seniors and people with disabilities under Section 5310 of the Federal Transit Act of 1964, as amended (“Section 5310”); and

WHEREAS, on November 17, 2017, the Tillamook County Transportation District adopted the Coordinated Public Transit – Human Services Transportation Plan, which identifies as priorities preserving existing transportation infrastructure and maximizing the ability to meet the unmet transportation needs of seniors and individuals with disabilities; and

WHEREAS, the Tillamook County Transportation District wishes to fund the following operating expenses: (1) preventative maintenance of vehicles and non-vehicle assets providing public transportation for the general public, seniors, or individuals with disabilities; and (2) mobility management activities to improve coordination with other transportation service providers and increase service options for seniors and individuals with disabilities; and

WHEREAS, the Tillamook County Transportation District has received a Section 5310 grant from ODOT in the amount of \$332,800.00 for purposes of funding the aforementioned operating expenses during the period of July 1, 2020, through June 30, 2022, which grant is memorialized in ODOT Grant Agreement No. 34244; and

WHEREAS, ODOT Grant Agreement No. 34244 requires the grantee to submit plans for proposed preventative maintenance and mobility management activities;

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors that:

(1) the General Manager is authorized to execute and file ODOT Grant Agreement No. 34244 in the amount of \$332,800.00 on behalf of the Tillamook County Transportation District for preventative maintenance and mobility management during fiscal years July 1, 2020, through June 30, 2022; and

(2) the General Manager is authorized to develop and submit plans for preventative maintenance and mobility management activities as required by ODOT Grant Agreement No. 34244.

INTRODUCED AND ADOPTED this _____ day of July, 2020.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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 **Tillamook County 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 **\$416,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$332,800.00** 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

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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 FTA 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:
 - i. 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.

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:
 - i. 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:
 - i. 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.
- l. **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.

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

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Doug Pilant
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
dpilant@tillamookbus.com

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 861-2798
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/23/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 06/29/2020

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EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

| | | | | |
|---|---------------------|---------------------|--------------------|---------------|
| Project Title: 2020-22 R2A 5310 Tillamook County Transportation District | | | | |
| <i>Preventive Maintenance and Mobility Management</i> | | | | |
| Item #1: Preventative Maintenance | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$125,000.00 | \$100,000.00 | \$25,000.00 | Local |
| Item #1: Mobility Management - 5302(a)(1)(L) | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$291,000.00 | \$232,800.00 | \$58,200.00 | Local |
| Sub Total | \$416,000.00 | \$332,800.00 | \$83,200.00 | |
| Grand Total | \$416,000.00 | \$332,800.00 | \$83,200.00 | |

1. PROJECT DESCRIPTION

Preventive Maintenance

Preventive maintenance provides services for vehicles and non-vehicle assets providing public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles. Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Mobility Management

Mobility management projects are planning, training, and management activities for improving coordination among public transportation and other transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and other transportation service providers, and increase service options that would not otherwise be available for seniors and individuals with disabilities.

2. PROJECT DELIVERABLES, TASKS

Preventive Maintenance

Preventive maintenance expenses include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), or a major rebuild or overhaul that keeps the asset within useful life or extends the useful life may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Grant Management) Chapter IV.

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Mobility Management

Recipient shall prepare a work plan in the first quarter specifying work tasks and deliverables, estimated activity periods, and estimated costs. The work plan may include, but is not limited to, trip planning, travel training, the "travel buddy" program, and supplementary coordination with the call center to ensure access to Recipient and other transportation services. Activities must correspond with mobility management activities as described in Federal Transit Administration Section 5310 Circular 9070.1G or subsequent revisions.

Recipient shall maintain the work plan throughout the agreement period. Recipient shall provide the plan to the State upon request, and notify State when the work plan is substantially changed. Recipient's quarterly reports shall detail progress relating to tasks described in the work plan. Recipient shall monitor the services and performance of any consultants or contractors used in the project.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

Eligible mobility management expenses are administrative costs to develop new projects and do not include capital costs other than durable equipment, supplies or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; State grant funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

4. INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State.

Preventive Maintenance

Preventive maintenance activities shall be described in Recipient's submitted preventive maintenance plan. Recipient shall maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Mobility Management

Mobility management reports must include at least the specific tasks referenced in this Agreement, hours or labor costs incurred, and other costs incurred by activity under this Agreement.

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 F.

This Agreement is financed by the funding source indicated below:

| Federal Program | Federal Funding Agency | CFDA Number | Total Federal Funding |
|------------------------|---|----------------------|------------------------------|
| 49 U.S.C. 5310 | U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174 | 20.513 (5310) | \$332,800.00 |

| |
|--|
| 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 Stat 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.





BOARD OF DIRECTORS POWERS, DUTIES, RESPONSIBILITY, AND MEMBERSHIP

Approved: 1-13-05
Resolution: 05-01

Purpose: The purpose of this policy is to specify the requirements for membership on the Board of Directors and the responsibilities of the position as an elected official.

Positions and Terms:

1. The Board of Directors of the District shall consist of 7 members serving staggered 4 year terms, following term adjustments as prescribed in HB2853.
2. The Tillamook County Clerk's office provides for each Board member to be identified by a position number. Position numbers shall be transferred to the successors of each Board member.
3. All Board members shall serve at large.

Election of Board Members

The election of board members shall be conducted as provided by ORS Chapter 255.

Term of Office

Except where the Board is filling a vacancy on the Board, terms of office shall start on July 1 following the election.

Oath of Office

Each newly elected or appointed Board member may take an oath of office at a regularly scheduled, monthly board meeting.

Qualifications

Board members may not be an employee of the transportation district as provided in ORS 198.115, and this shall take effect in accordance with this statute. No person shall be eligible to be a board member who is not at the time of election or appointment a primary resident of Tillamook County. No person elected or appointed to the Board shall be seated unless such person meets the qualifications as stated above. If questions exist regarding the eligibility of any candidate, the Board shall obtain an opinion from legal counsel prior to seating such person.

Maintenance of Eligibility

Board members must maintain their eligibility throughout the term of office. For example, as residency is an eligibility requirement, a director who moves out of the district during the term of office must resign his or her position.

Vacancies

As per ORS 198.320, vacancies on the Board shall be filled by appointment by a majority of the remaining members of the Board. The period of service of a person appointed to fill a vacancy shall expire on June 30 after the next District election at which a successor is elected to fill the remainder of the term.

Meeting the Needs of the District

It is the policy of the TCTD Board of Directors to exercise those powers granted to it, and to carry out those duties assigned to it by law, in such a way as to best meet the needs of the public.

Primary Duties

The TCTD Board of Directors has the following primary responsibilities: To adopt the annual budget, create and interpret district policies, hire the districts General Manager and serve as its contract review board.

Formulation and Interpretation of District Policy

The most important activity of the Board is the formulation and interpretation of District policies. The Board shall establish policy, reserving to itself all authority and responsibility not expressly assigned to other District officers and personnel.

Emergencies

The Board may appoint members of the Board to temporarily fill District staff positions in an emergency situation. The Board must declare the lack of staff an emergency and set forth time limits of the appointments.

Board Members Authorized By Official Board Action Only

No individual board member may speak for or act on behalf of the Board or District, except as authorized to do so by official Board action as recorded in the official minutes, guidelines, or policies of the District.

Ethical Standards

Board members act as representatives of the citizens of the District. Therefore, board members shall adhere to the highest ethical standards in the conduct of District business.

Board Member Education

In order to effectively carry out their duties, board members should be adequately informed. Members are encouraged to attend such conferences and other training programs as the Board may authorize.

Public Accountability

Board members need to keep the public informed on all District matters, make decisions based on the transportation needs of the public, spend the District's money with prudence and trust and place the needs of the public above the ambitions of the Board or the District.

Board Member Compensation

Members will be paid a \$50 stipend per meeting for attendance at public meetings convened for the purpose of conducting TCTD business, pursuant to ORS 198.90. Such compensation shall not be deemed lucrative. Board members shall be reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official District duties.

MEMO TO: BOARD OF DIRECTORS
FROM: DOUG PILANT, GENERAL MANAGER
SUBJECT: STATUS OF VOLUNTEER PROGRAM



Issue

The purpose of this Memo to the TCTD Board of Directors is to provide a chronological overview of the history and status of volunteers providing services to the District.

Background and Findings

- 1) In 1992, the Tillamook County Board of Directors requested the Tillamook County Economic Development Commission to oversee a study to determine if it would be beneficial for the various volunteer transportation services operating throughout Tillamook County be coordinated as a single system with a centralized dispatching center.
- 2) In early 1993, the Tillamook County Board of Directors approved the "Tillamook County Transportation Strategy" to submit an ODOT Community Transportation Program grant to fund trained dispatcher and driver employees so the County could qualify for State and Federal monies to expand public transportation throughout the County.
- 3) The Tillamook County Demonstration Project began operations with paid dispatchers and drivers in 1994. Various social service agency (Area Agency on Aging, Oregon Department of Human Services, Marie Mills Center and NW Senior Services) volunteer drivers continued providing transportation throughout the County.
- 4) Tillamook County's Board of Commissioners adopted the Tillamook County Public Transportation Plan in 1995. Over the next several months, the Commissioners conducted a public involvement process to determine the most appropriate transportation district to establish.
- 5) The Tillamook County Board of Commissioners then implemented a process that led to the establishment of the Tillamook County Transportation District in July 1997. The District's first board of directors was elected in November 1997 and sworn into office in December 1997.
- 6) The newly elected TCTD Board of Directors prepared an operations and finance plan that was placed on the May 1998 election ballot to be funded by a local property tax. The measure failed.
- 7) Following the election, the TCTD Board of Directors formed an ad hoc committee called "Friends of the Wave" to canvas Tillamook County to build adequate support to pass a property tax ballot measure.
- 8) TCTD successfully passed a property tax ballot measure in November 1998 and the District began receiving property taxes in December 1999.

- 9) In 1998-99 the TCTD Board of Directors hired a general manager, expanded services and reduced fares to make public transportation affordable to more Tillamook County residents.
- 10) TCTD continued coordinating Tillamook County's social service agency volunteers until the Area Agency on Aging (AAA) merged with NW Senior and Disabled Services. The AAA volunteers became District volunteers while the Department of Human Services (DHS) volunteers were coordinated by DHS. The TCTD volunteers began providing dial-a-ride services in the rural northern and southern portions of the County.
- 11) In 2004-05 the TCTD drivers and dispatchers were courted by the Amalgamated Transit Union (ATU) and ultimately voted to unionize. During the negotiation the District and Union agreed in a "letter of understanding" to allow volunteer drivers to provide "limited" dial-a-ride services. These limitations restricted volunteers to the northern/southern rural geographic regions of the County and was limited to former AAA clients residing in these areas.
- 12) In 2012-13 the District received an ODOT Mobility Management Grant, which enabled the District to attempt recruiting additional volunteers to become drivers, provide coverage at the Transit Visitor Center, and to train people how to use the bus services. The Board of Directors approved the volunteer application and job duty requirements in June 2013.
- 13) TCTD had historically presented all of its resources and expenses as a combined budget. During the development of the FY 2013-14 Budget creating process, the General Manager organized the District's budget into organizational units to track expenses. Volunteer expenses were enough to warrant creating a Volunteer organizational unit page. These expenses included administrative time to manage the volunteers, dispatch rides and driver schedules, vehicle insurance, repairs, fuel and other related expenses.
- 14) Between 2013 and 2017, several volunteer drivers opted to retire, some moved out of State, others moved to neighboring counties while a few decided they could no longer drive safely. A few volunteer drivers opted to become paid drivers and filled both part-time and full-time shifts. Another volunteer decided to no longer be compliant with District training requirements.
- 15) In March 2018, TCTD implemented the Ecolane automated scheduling and dispatching software. This technology requires driver availability and directs the drivers throughout their shifts. This commitment of driver availability and attention to detail substantially increased the complexity of being a driver and increased the daily workload. As a result, additional volunteers retired, become paid drivers, or were terminated due to their unwillingness or inability to perform the job.
- 16) In late July 2018, TCTD began operating the NW Rides non-emergency medical transportation brokerage to coordinate transportation for Medicaid eligible clients. At this time, the Oregon Department of Human Services (DHS) opted to no longer support its NEMT volunteer driver program and their drivers became TCTD (NW Rides) volunteer drivers. The TCTD Board of Directors adopted a

NW Rides Volunteer Manual in July 2019. The NW Rides Volunteers are residents of Clatsop and Columbia counties and primarily serve Medicaid clients residing in those counties. DHS was unsuccessful in sustaining volunteers in Tillamook County.

- 17) The scope of the volunteer contributions to the District has been significantly diminished. For example, the District no longer dedicated vans to the volunteer services and Ecolane technology had eliminated staff time to schedule and dispatch trips. As a result, during development of the TCTD FY 2019-20 Budget it was determined there was no reason to allocate resources to the volunteer services. Therefore, the General Manager determined the "Volunteer" organizational budget page was no longer needed. Finally, there were not adequate expenses to warrant using the Volunteer "Organization Unit" budget page for the FY 2020-21 Annual Budget.
- 18) There are many reasons cited for the declining role of volunteers the past several years. The most obvious reasons are:
 - a) Retirement – Volunteers provided service until they were in their mid-70's and chose to permanently retire.
 - b) Severance – Some volunteers failed to adhere to or follow District policies and are no longer with the District due to performance related issues.
 - c) Demographics – People volunteer for many reasons. Staff attempts to recruit volunteers has been stymied due to the unwillingness of younger Baby boomer and GenX cohorts to volunteer. The more obvious reasons is that public transportation is not an issue they are passionate about.
 - d) Technology – Ecolane scheduling and dispatching software requires consistent driver availability and volunteer drivers must have the willingness to perform the work being directed towards them. Some volunteers chose to become paid employees.
 - e) Organized Labor - The ATU transit union will no longer tolerate recruitment of volunteers to replace unionized drivers.
 - f) Staffing – Recruiting, training and managing volunteers requires a significant amount of dedicated staff time. Establishment of a more robust volunteer program would require a dedicated full-time staff position.

Summary of Findings

Since its inception, TCTD has enjoyed a rich and proud tradition of volunteerism throughout its history. TCTD existence is due to the efforts of the Tillamook Planning Committee efforts to establish the foundational plans between 1992 to 1996. After the District was formed, the "Friends of the Wave" volunteered countless hours to build support for passage of the District's property tax measure. Finally, TCTD has benefitted from volunteer drivers, Ride Ambassadors, District committees, and coverage at the Transit Visitor Center.

Today, due to a variety of circumstances the role of some volunteer activities is no longer practical. For example, changing demographics, technology and organized labor has placed constraints upon the District's ability to sustain a pool of volunteer drivers. In addition to the lack of willing volunteers, it is no longer practical for volunteers to provide coverage at the Transit Visitor Center.

In 2013, the General Manager reorganized the TCTD Budget by establishing "Organizational Units" to track expenses to create operational reports. This included the establishment of a "Volunteer" budget page so that staff and the board could determine the programs cost per hour, mile, etc. Following the decline of volunteer drivers there was no longer any reason to allocate any resources to this page. Therefore, in 2018 the General Manager discontinued using this budget worksheet.

Last October and December 2019, the TCTD Board of Directors and staff participated in the development of a strategic plan. The purpose of this strategic planning process was for the Board and staff to agree upon strategic initiatives that staff would pursue over the next 3 to 5 years. The agreed upon strategic initiatives were:

- 1) Succession Planning – Crosstrain staff to perform duties so the District may function in the absence of the General Manager.
- 2) Sustainable Finance Plan – Complete a 5-Year Finance Plan that provides a projection of funding and expenses.
- 3) Fleet Maintenance and Preservation – Develop a vehicle replacement plan to ensure the District's fleet is efficient, safe and reliable.

During these strategic planning sessions, the topic of using volunteer driver and customer service representatives at the Transit Visitor Center were discussed and it was determined volunteers to fulfill these roles were unpractical at this time. As a result, efforts to sustain a volunteer pool of drivers and customer service representatives were not included on any of the SWOT analysis priority lists.

Staff Recommendations

Staff recommends the continuation of volunteer committees to participate in reviewing service plans and making recommendations to the Board of Directors on how to allocate funding. Moreover, staff recommends allowing its 1 remaining volunteer driver the opportunity to drive until they choose to retire. Finally, staff recommends that volunteer recognition awards be funded through the TCTD Budget's "Operations Expense" line item, which is the line item where all employee recognition award expenses are assigned.

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MEMO TO: BOARD OF DIRECTORS
FROM: DOUG PILANT, GENERAL MANAGER
SUBJECT: TCTD WELLNESS CENTER



Issue

The purpose of this Memo to provide the Board of Directors an overview and status report on the TCTD Wellness Center.

Background and Findings

- 1) In April 2016, the TCTD Board of Directors approved a Facility Repair and Renovation Plan that included a 200 ft² Wellness Center.
- 2) The Wellness Center was originally designed to provide employees aerobic equipment in a convenient location to get exercise for the following reasons:
 - a) In order to keep a current Commercial Drivers' License, drivers and dispatchers are required to maintain CDL medical examiner certificates to be qualified to perform their duties.
 - b) Driving is a sedentary activity and shifts vary from 8 to 10 hours in length, which limits a drivers' ability to get adequate exercise.
 - c) The majority of driver shift schedules make it difficult for many employees to use the facilities at the North Coast Recreation District and YMCA.
- 3) TCTD contacted its SDAO insurance agent of record (WHA Insurance) to determine the liabilities associated with having an onsite Wellness Center. WHA reported the District's existing insurance coverages were sufficient and they encouraged their District clients to implement occupational safety, health, and wellness (OSHW) programs. WHA provided a list of benefits (please see Attachment A) illustrating the following benefits to the District:
 - a) Direct cost reduction – The Wellness Center reduces the District's workers compensation experience modifier by up to 15%, which results in an annual savings of more than \$15,000 per year. Between 52% and 58% of all injury cost in the transportation industry are a result of sprains and strains. These are the types of injuries that an OSHW program will reduce.
 - b) Indirect cost reduction – Studies show that for each \$1.00 invested in an OSHW program the employer receives a \$4.00 return due to lost productivity at time of injury, lost time of administering claims and increased cost of covering employees shifts including overtime.
 - c) Collateral workplace benefits – OSHW programs create the following collateral employer benefits: 1) Increased morale; 2) Positive safety culture; 3) Reduced sick/time-off days; and 4) Lower turnover rates.

- 4) In February 2018, the District obtained used exercise equipment from the Oregon State Police (OSP) – Milwaukie Office through the Oregon Department of Administrative Services (DAS). Conditions of the OSP offer required the District to take all of the equipment.
- 5) Acceptance of the OSP exercise equipment resulted in a need for physical area of at least 400 ft² to properly space out the equipment. The mezzanine in the Bus Maintenance Facility (BMF) is approximately 650 ft² and not being utilized. Staff determined the mezzanine would be a suitable location to setup the exercise equipment and establish an employee wellness center.
- 6) In September 2018, the TCTD Board of Directors adopted Policy # 24: TCTD Wellness Center (see Attachment B) formally establishing the Wellness Center as an employee benefit.
- 7) Initially two to four employees regularly used the Wellness Center. After several months, additional employees discovered this benefit. Meanwhile, an ad hoc committee called the “Wave Warriors” has been actively promoting the Wellness Center by providing information on developing workout routines, proper use of equipment and establishing incentives to use the Center.
- 8) The TCTD Budget Committee and Board approved the purchase of new exercise equipment during the TCTD FY 2019-2020 Budget. Employees prioritized the following aerobic exercise equipment for purchase during the 2019-20 fiscal year:
 - a) Nordic Track Elliptical Machine - \$1,499
 - b) Nordic Track Rowing Machine - \$999
 - c) Adjustable Arm Weights - \$499
- 9) In June 2020, the TCTD Board of Directors authorized staff to invest an additional \$3,000 to upgrade additional equipment. This year’s wellness center equipment upgrade priority is to purchase leg press and leg curl exercise equipment.

Summary of Findings

Over the past few years, a growing number of employees are using the Wellness Center. An ad hoc committee called the “Wave Warriors” has established incentives for employees to work with each other to become more accountable for their personal health. These efforts have resulted in improved employee morale and an increased positive work environment. The recent acquisition of aerobic equipment generated additional employee excitement and usage of the Wellness Center.

Staff Recommendations

Staff recommends the continuation of annual investments that upgrades the Wellness Center equipment.



May 21, 2020

Tillamook County Transportation District
Doug Pilant, General Manager
3600 Third Street, Suite A
Tillamook, OR 97141

Dear Doug,

Thank you for your time on the phone this week. Yes, we did and still do support and encourage our clients to embrace an occupational safety, health, and wellness (OSHW) program. Industry data supports three major benefits employers realize with these programs. Those benefits are:

1. Direct cost reduction:

Workplace OSHW programs are an effective way to reduce Worker compensation costs. Workers' compensation premiums are calculated by multiplying payroll times a class code rate tier times your experience modifier (mod). The experience mod for Tillamook County Transportation District is .85. This number is calculated by the National Council on Compensation Insurance in Boca Raton, Florida for 42 states including Oregon. This year we estimate the District will have \$5,637.10 as a result of your credit mod. A 1.00 mod is the average, based on loss cost history. Employers with mod's under 1.00 have fewer than average lost cost. Employers with higher than a 1.00 mod have more losses than average. Tillamook County Transportation District receives a 15% reduction multiplier for your exceptionally low past lost history. In addition to the reduction, most insurance companies select one of five tiered rates based on past loss history and the type of work being performed. Employers with a 1.00 usually receive a rate tier in the middle (a 2 or 3 tier rate) Credit mod's receive a lower rate tier. Debt mod's over 1.00 usually receive a higher tier rate of 3,4, or 5. Each rate tier is separated by a 10-15% rate increase. This year we estimate the District will save an additional \$9,470.78 as a result of the lower rate tier. Tillamook County Transportation District first receives a 15% reduction for your mod and a second reduction of 20-30% for the low rate tier. As these two numbers are multiplied by the payroll it has an exponential impact on the total cost of worker's compensation to the District. Note that between 52-58% of all injury cost in the transportation industry are the result of sprains and strains. These are injuries that the OSHW program are most effective in reducing.

2. Indirect cost reduction:

Industry studies have found for every \$1.00 an OSHW program saves an employer in direct cost, it saves an additional \$4.00 in indirect or soft cost. These costs include the lost productivity at the time of the injury, the lost time of administration managing the claim, increased costs associated with shifting the work to other employees including overtime, and the loss of morale/turnover

that results from injuries. Our studies have found that ratio to be accurate up to the first \$10,000 of the cost of a claim. Above \$10,000, the indirect cost reduces to a 1 to 1 ratio.

3. Collateral workplace benefits:

We have found that OSHW programs create three significant collateral employer benefits, they are increased morale, a positive safety culture, reduced sick/time off days, and lower turnover rates. The University of Oregon conducted a study several years ago and their findings suggested an additional financial saving to employers equal to the indirect cost saving. An interesting anomaly the study found was that OSHW programs have a positive impact for all employees including those that do not participate directly. It was a conclusion of the study that OSHW programs have a positive impact in all employee's culture and attitude toward safety.

Please contact me if you would like additional information or if you would like me to make a presentation to the District.

Thank You,



Jeff Griffin
CEO

JAG:jea


TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

| | |
|--|-------------------|
| Policy: TCTD Wellness Center | Number: 24 |
| Adopted by the Board of Directors on September 20, 2018 Effective 9/21/2018 | Pages: 1 |

POLICY STATEMENT

TCTD provides District employees access to a workout facility/Wellness Center located on TCTD property.

1. The Wellness Center is a health and fitness resource for employees of the District who wish to use it for their personal benefit.
2. Access to the Wellness Center is restricted to District employees only and must be voluntarily utilized on employees' personal and unpaid time;
 - a. This includes before or after shifts, during employee's free time or during scheduled breaks.

MEMO TO: BOARD OF DIRECTORS
FROM: DOUG PILANT, GENERAL MANAGER 
SUBJECT: PACIFIC CITY FREE SHUTTLE

Issue

The purpose of this Memo is to provide the Board of Directors an overview, status report and purpose of the Pacific City Free Shuttle.

Background and Findings

- 1) In early 2013, the District's Board of Director's and staff met to create a Strategic Plan to identify strategic priorities for the District to pursue. One of the strategic priorities was to increase the District's presence in south Tillamook County.
- 2) In late 2013, Tillamook County Commissioner Tim Josi contacted GM Doug Pilant to request attendance at a south Tillamook County stakeholder meeting at the Nestucca Fire Department in Hebo. Commissioner Josi specifically requested that I listen, observe and identify an opportunity for the District to assist the residents of south Tillamook County.
- 3) In 2014, Tillamook County hired the consulting firm (Cogan Owens & Greene) to lead a planning process to develop strategies to mitigate tourism related traffic and parking congestion in the Pacific City-Woods area. Throughout the planning process, transit shuttle service that circulated around Pacific City-Woods was identified as a strategy to manage traffic congestion and parking. This planning effort led to the creation of the Cape Kiawanda Master Plan that was adopted by the Tillamook County Board of Commissioners in September 2016. The Plan included a recommendation to establish a parking management plan.
- 4) In 2014, former Pacific City-Nestucca Valley Chamber of Commerce President and TCTD Board Member, Merrienne Hoffman requested the District to provide shuttle service in Pacific City during the annual Dory Day's celebration.
- 5) The Dory Day's shuttle was well received by the local community and visitors and enjoyed strong ridership. This resulted in the District continuing to provide the Dory Day's shuttle service the following 3 years.
- 6) In August 2016, the TCTD Board of Directors adopted the District's Long-Range Transit Development Plan (LRTDP), which included the action-item to "analyze and implement the recommendations from the Cape Kiawanda Master Plan" to establish a shuttle service that assists in the implementation of that Plan.
- 7) In 2016, Tillamook County contracted with Kittelson & Associates to conduct a planning process to establish a parking management plan. The Parking Management Plan, which has been included as Attachment A, includes a variety of "demand management" strategies to manage traffic and parking throughout

the PC-Woods area. A transit shuttle service was identified and prioritized as a demand management strategy to manage parking and traffic congestion.

- 8) In the Spring of 2018, TCTD worked with Kittelson & Associates to establish an operations and marketing plan to establish the current Pacific City Free Shuttle service. The Free Shuttle service is now in its third year of operation. The PC Shuttle costs about \$15,000 per year.

Summary of Findings

The 2013 TCTD strategic planning process identified the need for the District to increase its presence in the south Tillamook County area. Commissioner Josi and former TCTD Board Member Merrienne Hoffman provided the District opportunities to become involved in the south County region. The District's involvement in the development of the Cape Kiawanda Master Plan and subsequent Parking Management Plan provided the District an opportunity to provide the Pacific City-Woods community with a demand management strategy to help alleviate the negative impact of crowded parking and traffic congestion. The parking management plan includes charging out-of-town guests with parking fees that will eventually be used to fund the shuttle service. The shuttle service has elevated TCTD's visibility and public perception among stakeholders and the PC-Woods community.

Staff Recommendations

Staff recommends the continuation of implementation of the 2013 Strategic Planning objective to increase presence in south county which has resulted in a meaningful transit service the District could provide the Pacific City-Woods community and has resulted in immeasurable positive public relations and good will.



PACIFIC CITY/WOODS PARKING MANAGEMENT PLAN

SEPTEMBER 2019



PREPARED BY



ACKNOWLEDGEMENTS

Development of the Pacific City/Woods Parking Management Plan (PMP) was guided by a Project Management Team, a Project Advisory Committee, and the public.

PROJECT MANAGEMENT TEAM

The Project Management Team (PMT) consisted of Tillamook County staff, a representative from the local business community and the Tillamook County Transportation District, and the consultant team.

- ▶ Rachel Hägerty, Tillamook County Board of Commissioners' Office
- ▶ Susan Corbisiero, Tillamook County Board of Commissioners' Office
- ▶ Delbert Schleichert, Tillamook County Parks
- ▶ JoAnn Woelfle, Tillamook County Parks
- ▶ Chris Laity, Tillamook County Public Works
- ▶ Doug Pilant, Tillamook County Transportation District
- ▶ Jeff Schons, Nestucca Ridge Development
- ▶ Matt Bell, Kittelson & Associates, Inc.
- ▶ Camilla Dartnell, Kittelson & Associates, Inc.

PROJECT ADVISORY COMMITTEE

The Project Advisory Committee (PAC) consisted of all members of the PMT as well as other State and County staff and representatives from the local business community, civic and social institutions, and the public.

- ▶ David Yamamoto, Tillamook County Board of Commissioners' Office
- ▶ Andy Long, Tillamook County Sheriff's Office
- ▶ Jim Horton, Tillamook County Sheriff's Office
- ▶ Sarah Absher, Tillamook County Department of Community Development
- ▶ Dennis Comfort, Oregon Parks and Recreation Department
- ▶ Kirk Barham, Oregon Parks and Recreation Department
- ▶ Jim Oeder, Nestucca Rural Fire Protection District
- ▶ Marie Heimburg, Nestucca Valley Community Alliance
- ▶ Ray Monroe, Pacific City Doryman's Association
- ▶ Merrienne Hoffman, Pacific City-Nestucca Valley Chamber of Commerce
- ▶ Larry Rouse, Pacific City/Woods Citizen Advisory Committee
- ▶ Janine Belleque, Oregon State Marine Board (Boating Facilities Manager)

PAC members devoted a substantial amount of time and effort to the development of the PMP. Their participation was instrumental in the development of the recommendations that are presented in this report. The Pacific City/Woods parking system will be better because of their commitment.

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APPENDIX

- Appendix A – Technical Memo 1: Parking Inventory
- Appendix B – Technical Memo 2: Parking Policies and Strategies
- Appendix C – Technical Memo 3: Parking Survey
- Appendix D – Parking Strategy Evaluation Summary

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INTRODUCTION

Tillamook County initiated the development of the Pacific City/Woods Parking Management Plan (PMP) in September 2017. The purpose of the PMP is to identify parking policies and strategies to improve the visitor experience and livability for Pacific City/Woods residents, especially during peak summer months.

The Pacific City/Woods area has an estimated population of just over 1,000 year-round residents. In the summer, the population increases significantly with residents and visitors accessing the beach, dunes, and commercial establishments. The influx in visitors creates issues, many of which are due to a high demand for parking. People park illegally in parking lots and on shoulders, and those trying to find parking circulate in the area, causing congestion.

The Cape Kiwanda Master Plan, adopted in September 2016, formed the basis for this PMP. The Cape Kiwanda Master Plan outlined several key steps to achieving the Master Plan objectives of:

- ▶ Protecting the beauty and natural resource values within and surrounding the community
- ▶ Minimizing and mitigating the adverse effects of visitors within the community
- ▶ Improving visitor experiences and encouraging longer stays
- ▶ Attracting new visitors during the shoulder seasons

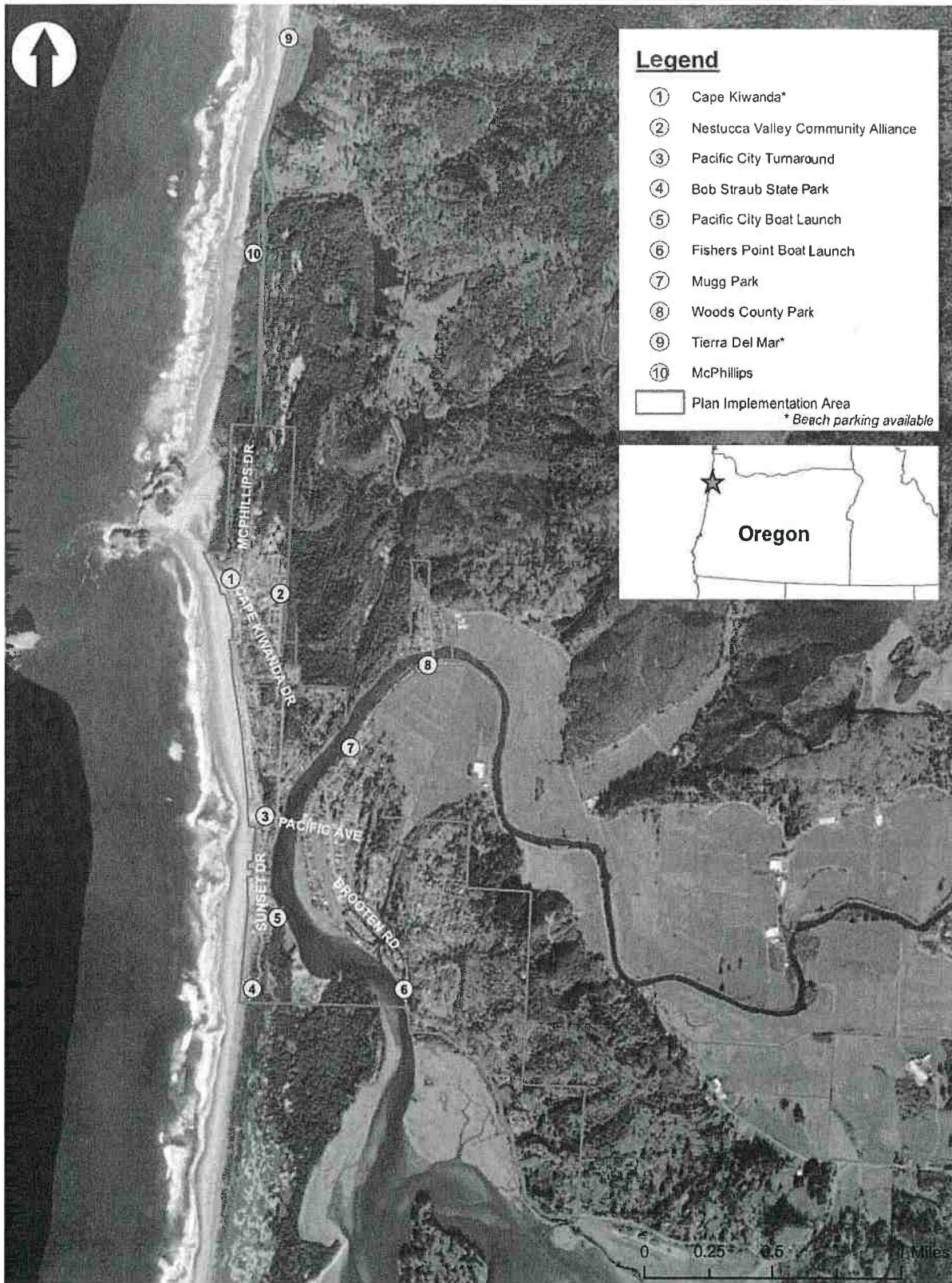
The first two near-term strategies identified in the Cape Kiwanda Master Plan include requiring a fee to park in County parking lots and preparing a PMP. The parking fee strategy was evaluated during the PMP process.

This PMP includes a comprehensive look at the parking facilities in the Pacific City/Woods area. It considers how they are currently being used, outlines recurring issues for residents and visitors, and identifies implementable solutions to improve the visitor experience and livability for local residents.

STUDY AREA

This study area includes several surface parking lots located near the Cape and further south along Cape Kiwanda Drive, Sunset Drive, and Brooten Road. The study area also includes several streets that allow on-street parking near the Cape, including Alder Street, Shore Drive, Pine Street, Madrona Drive, Circle Drive, Cape Kiwanda Drive and McPhillips Drive. The specific locations included in the study area are shown in Figure 1.

Figure 1: Plan Implementation Area



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PLANNING PROCESS

Development of the PMP began with a review of several background documents, including the Cape Kiwanda Master Plan, Tillamook County Transportation District Transit Development Plan, Tillamook Coast Wayfinding Master Plan, Pacific City/Woods Transportation Plan, and Pacific Avenue & Cape Kiwanda Drive Intersection Plan. Each of these documents included information that helped guide development of the PMP.

Next, an inventory of existing on- and off-street parking facilities was conducted to determine the total number and type of parking stalls located within the study area, the infrastructure that supports access to/from the parking facilities, and the primary users of the facilities. Following the inventory, a survey of on- and off-street parking conditions was conducted over two days in summer 2018, including a typical mid-weekday and a typical weekend day. The survey provided information on existing parking conditions, including occupancy, duration of stay, and turnover as well as the effectiveness of existing policies and strategies.

After the existing parking conditions were analyzed, the team developed a preliminary list of potential policies and strategies for consideration within the Pacific City/Woods area. These policies and strategies were developed based on previous planning work, a series of interviews with agency staff of nearby similar communities (Cannon Beach, Newport, Lincoln City), and industry best practices. The preliminary list of policies and strategies was evaluated based on input from the PMT, PAC, and the public, and a preferred list of policies and strategies was selected for inclusion in the PMP.

PUBLIC INVOLVEMENT

As indicated previously, the PMT, the PAC, and the public guided development of the PMP. The PMT met with the PAC three times throughout the planning process to discuss the parking inventory, the preliminary list of policies and strategies, the parking survey, and the final plan. Each PAC meeting was open to the public. The PMT also hosted a town hall meeting at the Kiawanda Community Center in Pacific City to discuss the preliminary list of policies and strategies and solicit feedback on the preferred list. The goal of the public involvement process was to develop a PMP that improves the experience for visitors and livability for local residents.

VISIONS, GOALS, AND OBJECTIVES

Pacific City has an abundance of visitors during the summer. This plan does not intend to provide parking for all visitors and residents that may want to come to Pacific City/Woods. Instead, **the vision for the plan is to improve the livability of the Pacific City/Woods area and to improve the parking experience for both visitors and residents.**

The goals and objectives for the PMP were developed to help realize the vision and reflect the goals and objectives for the Cape Kiwanda Master Plan and input from the PMT and PAC. The goals and objectives were used to guide the planning process,

including the development, evaluation, and selection of the policies and strategies included in the PMP. In the future, the goals and objectives will provide guidance on implementation of the policies and strategies and help the County plan for and consistently work towards improving the user experience and livability for local residents. The goals and objectives include:

- ▶ Reduce congestion and improve access and circulation
- ▶ Improve efficiency and sustainability of existing parking facilities
- ▶ Improve user safety, information, and experience
- ▶ Minimize impacts to local businesses and residential areas
- ▶ Ensure strategies are predictable, adaptable, and financially sustainable

PARKING INVENTORY AND DEMAND ANALYSIS

PARKING INVENTORY

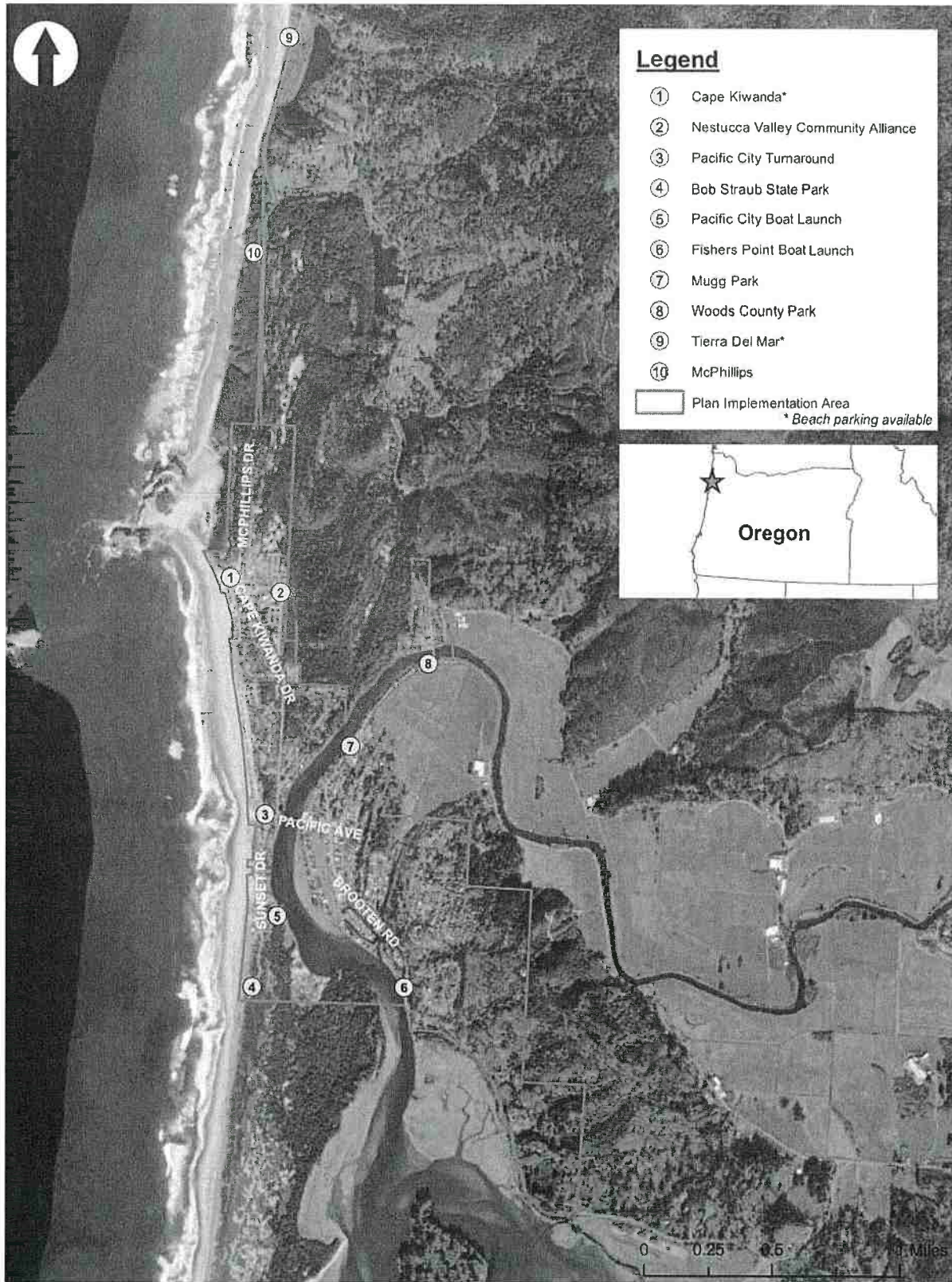
A parking inventory was conducted within the Pacific City/Woods area in March 2018. The inventory provides parking supply information for several parking facilities within the study area as well as the infrastructure that supports access to/from the parking facilities, the primary users of the parking facilities, and other key information.

Existing Parking Facilities

There are several existing parking facilities within the Pacific City/Woods area. Many of these facilities support access to retail/commercial businesses and local residences throughout the study area while others support access to the beach and other recreational activities. The parking inventory focuses on public parking facilities, which includes ten surface parking lots at locations throughout the study area. These surface parking lots, along with the local street network and the beach, provide public parking opportunities for local residents and visitors.

Table 1 summarizes information related to the public parking facilities, including the location, the approximate number of stalls available, who owns, operates, and/or maintains the facility, current parking strategies, and other supporting information. As shown, a total of 391 stalls are provided within the 10 surface parking lots included in the inventory; additional parking is provided along the adjacent street system and on the beach at Tierra Del Mar and Cape Kiwanda. Figure 2 illustrates the location of the parking facilities.

Figure 2: Public Parking Facilities



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Table 1: Public Parking Facilities

| Map ID | Parking Facility | Stalls | Ownership | Maintenance | Current Strategies | Key Challenges |
|--------|---|--------|---------------------|---|-----------------------|---|
| 1 | Cape Kiwanda | 160 | County | Tillamook County Parks Department | N/A | <ul style="list-style-type: none"> • Sand intrusion • Lack of pedestrian facilities • High level of parking demand • Mix of uses |
| 2 | Nestucca Valley Community Alliance (NVCA ¹) | 55 | Tillamook Lightwave | NVCA | User Fee | <ul style="list-style-type: none"> • Lack of pedestrian facilities • Visibility of lot/Wayfinding • Limited availability |
| 3 | Pacific City Turnaround | 20 | County | Tillamook County Parks Department | N/A | <ul style="list-style-type: none"> • Safety • Sand intrusion • Wayfinding • Lack of striping • Lack of public restrooms |
| 4 | Bob Straub State Park | 60 | State | Oregon Parks and Recreation Department (OPRD) | N/A | <ul style="list-style-type: none"> • Sand intrusion • Proximity to commercial activity • Coordination with the State |
| 5 | Pacific City Boat Launch | 60 | County | Tillamook County Parks Department | User Fee | <ul style="list-style-type: none"> • User fee collection • Wayfinding • Proximity to commercial activity |
| 6 | Fisher Point Boat Launch | 20 | County | Tillamook County Parks Department | User Fee | <ul style="list-style-type: none"> • User fee collection • Wayfinding • Proximity to commercial activity |
| 7 | Mugg County Park | 2 | County | Tillamook County Parks Department | Time Limit | <ul style="list-style-type: none"> • Visibility of lot/wayfinding signs • Limited availability |
| 8 | Woods County Campground | 4 | County | Tillamook County Parks Department | User Fee | <ul style="list-style-type: none"> • Few non-camping parking spots • Proximity to the beach • Wayfinding signs |
| 9 | Tierra Del Mar | N/A | State | OPRD | N/A | <ul style="list-style-type: none"> • Proximity to commercial activity • Limited parking • Coordination with the State |
| 10 | McPhillips | 10 | State | OPRD | N/A | <ul style="list-style-type: none"> • Visibility of the lot/wayfinding • Proximity to commercial activity • Limited parking • Limited beach access • Coordination with the State • Illegal parking |
| N/A | On-Street Parking | N/A | County | County | Location Restrictions | <ul style="list-style-type: none"> • Parking in front of driveways • Parking in the street • Impacts to local residents |
| N/A | Beach Parking | N/A | State | State | Ambassador | <ul style="list-style-type: none"> • No specified parking spots • Potential to get stuck • Fluctuating tidal patterns • Removal of immobile vehicles • Conflicts with other uses |

1. NVCA is planning to construct a skate park, amphitheater, and other amenities at the NVCA lot. Once these facilities are completed, there will be less parking available.

The Parking Inventory Memo in Appendix A provides detailed information about the existing public parking facilities within the study area and the infrastructure providing access between the parking lots and major destinations.

PARKING SURVEY

A parking survey was conducted within the Pacific City/Woods area in summer 2018. The survey was conducted on a typical mid-weekday (Tuesday, July 24th) and a typical weekend day (Saturday, July 28th). The survey provides parking demand information for several parking facilities within the study area, including the ten surface parking lots included in the inventory plus two additional surface lots (the Pelican Brewing Company lot and the Kiawanda Community Center lot) and seven street segments. The parking demand is summarized by parking occupancy, duration of stay, and turnover.

Parking Occupancy

Parking occupancy refers to the number of occupied stalls in a parking system and is commonly shown as a percentage. A parking system is commonly considered to be at its *effective capacity* when occupancies reach or exceed 85% in the peak hour. When more than 85% of parking stalls are occupied, local residents or visitors may be discouraged from visiting local retail and commercial businesses or may add to area congestion by circling the area in search of available parking.

The survey data shows that parking occupancy within the surface parking lots increases steadily throughout the day with a peak occupancy rate of 80% at 2:00 p.m. Parking occupancy along the adjacent street system also increases steadily throughout the day, although it trails the off-street system, with a peak occupancy rate of 73% at 2:00 p.m. Generally, the on-street facilities do not fill up until the nearby surface lots are at or near capacity, which is reflected in the survey data.

The survey data also shows that while overall parking occupancy is below the *effective capacity* of the parking supply, parking occupancy within several surface parking lots and along several streets is above the *effective capacity* during peak time periods.

Parking occupancy at the Cape Kiwanda lot reached 105% during the peak time period (eight vehicles were parked illegally), while parking occupancy at the Pelican Brewing Company lot reached 102% (one vehicle was parked illegally). Similarly, parking occupancy at the NVCA lot, the Pacific City Turnaround, and along Pine Street reached 100% while parking occupancy at Bob Straub State Park, Woods County Campground, McPhillips, and along Cape Kiwanda Drive and Circle Drive exceeded *effective capacity*.

Duration of Stay

Duration of stay refers to the average length of time a vehicle remains in a parking stall. Duration of stay information can be useful in determining the amount of time people need to stay parked in an area. The survey data shows that average duration of stay varies by surface lot and by street; however, most surface lots and most streets have an average duration of stay of less than three hours.

The Woods County Campground has the longest duration of stay, likely because of overnight campers. Alder Street, Shore Drive, the Cape Kiwanda lot, and the NVCA lot have the next longest duration of stay. These likely are serving residents, short-term renters, and those accessing the beach and the dining and retail options in the area. In comparison, facilities that provide access to the beach but do not have close access to dining and retail locations tend to have a shorter duration of stay. These include Tierra Del Mar, Bob Straub State Park, and the Pacific City Turnaround. Mugg County Park has the shortest duration of stay, likely because parking spaces associated with Mugg County Park are signed as 15-minute only spaces.

Turnover

Turnover refers to the number of vehicles that use a parking stall over the course of a survey day. Turnover is often used to measure how efficient or inefficient a parking system is operating and serving its intended user groups. The survey data shows that average turnover varies by surface lot and by street; however, most surface lots and most streets had an average turnover rate of less than 2.0, meaning that on average, less than two vehicles used each stall throughout the study period. This reflects the nature of a recreational tourism location where people tend to stay longer, and stalls tend to turnover less than retail/commercial areas.

The Cape Kiwanda Parking Lot and the Pacific City Turnaround had the highest turnover rates, likely due to the mix of uses supported by the lots. Mugg County Park also had one of the highest turnover rates, likely due to the 15-minute time limits on the stalls. By contrast, Woods County Campground and Fishers Point Boat Launch had the lowest turnover rates, likely due to overnight campers and long fishing trips.

More information on parking demand within the Pacific City/Woods area, including parking occupancy, duration of stay, and turnover is provided in the Parking Survey Memo included in Appendix C.

KEY ISSUES

The parking inventory and survey identified the following key issues within the Pacific City/Woods area to address as part of the PMP:

- ▶ High parking demand is the most common parking issue and occurs in several of the public parking facilities during peak time periods. In general, high parking demand refers to a lot of vehicles parked in an area.
- ▶ Unbalanced parking demand is another common parking issue and refers to high parking demand in some facilities and low parking demand in others.
- ▶ Spillover is an issue along most residential streets within the Cape Kiwanda area and generally occurs once the off-street surface parking lots are full.
- ▶ Lack of consistent parking signage throughout the area, including guide signs, wayfinding signs, and public parking signs.

- ▶ Lack of continuous pedestrian and bicycle facilities throughout the area, including sidewalks, bike lanes, and shared-use paths, as well as crossings.
- ▶ Sand intrusion is generally an issue in the parking facilities located within close proximity to the beach, including the Cape Kiwanda Parking Lot and the Pacific City Turnaround as well as several local streets.

POLICY AND STRATEGY CATEGORIES

The policies and strategies developed for the PMP are organized into the following categories: (1) administrative; (2) user information; (3) transportation demand management; (4) parking management; (5) parking enforcement; (6) create new parking supply; and (7) funding mechanisms. A description of each category is provided below along with local examples of existing policies and strategies as applicable.

Administrative

Administrative policies and strategies help to establish the organization and governing structure for implementation of the PMP. There are two strategies under this category: *Appoint a Parking Manager*; and *Establish a Parking Advisory Committee*.

User Information

User information policies and strategies are intended to improve the dissemination of user information to improve the use of the transportation and parking systems. Many parking issues can be improved or resolved with more effective communication about the location, purpose, and availability of parking. This can include information about other methods of accessing a destination (e.g., walking, biking, transit, shuttle, etc.). The Pacific City/Woods area attracts many out-of-town visitors who may not have extensive knowledge about parking or alternative transportation options within the community. User information strategies provide people with the information they need to understand the local transportation and parking systems and the most appropriate ways to use them. Two local examples of user information strategies are the seasonal shuttle map and schedule displayed throughout the community and the OPRD Beach Ranger stationed on the beach to provide information to motorists about beach parking conditions.

Transportation Demand Management

Transportation demand management policies and strategies are intended to reduce parking demand by encouraging and promoting active transportation or transit. These programs and strategies are effective particularly in reducing parking demand generated by employees of local businesses and supporting non-motorized modes of accessing local destinations by residents and visitors. One local example of a transportation demand management strategy is the seasonal shuttle that operates within the Pacific City/Woods area during the peak season.

Parking Management

Parking management policies and strategies are intended to encourage more efficient use of the existing parking facilities and improve the quality of service provided to parking users. When parking demand regularly exceeds the effective capacity of the parking supply, these tools and strategies can be used to help manage parking. A local example of a parking management strategy is the user fee imposed at the Pacific City Boat Launch and Fishers Point. These fees help manage the number of people parking at these locations and create a revenue stream for the County to maintain the facilities.

Parking Enforcement

Parking enforcement policies and strategies are intended to encourage proper use of parking management strategies. Almost all parking management strategies require regular enforcement to be effective. In general, parking enforcement should be frequent, fair, friendly, and designed to encourage proper parking behavior, not to discourage users from accessing an area. The Tillamook County Sherriff's Office currently enforces parking within the Pacific City/Woods area. Based on discussions with the Sherriff's Office, their current strategy is focused enforcement.

Create New Parking Supply

New parking supply related policies and strategies are intended to increase the amount of parking supply in an area. Generally, creating a new parking supply should be a last resort, as it is a major investment that has a long life and can significantly alter the character and landscape of an area, and previously listed policies and strategies can often more efficiently create a desired parking system. Creating a new parking supply can also be difficult in locations with space constraints, such as the Pacific City/Woods area.

Funding Mechanisms

Funding mechanisms provide the funding necessary to maintain the existing parking system and develop and maintain new parking facilities. The County currently relies on revenue from the Oregon State Marine Board, user fees collected at the Pacific City Boat Launch and Fishers Point, and user fees collected at other County parks and campgrounds to maintain the existing parking facilities.

Appendix B provides a more detailed discussion on the categories and includes the preliminary list of policies and strategies under each category. The following describes the evaluation of the preliminary list of policies and strategies and identifies which policies and strategies were removed.

POLICY AND STRATEGY EVALUATION

The preliminary list of policies and strategies was evaluated based on input from the PMT, the PAC, and the public. The PMT provided the PAC with an overview of the policies and strategies at one of the three PAC meetings. Following the meeting, PAC

members were provided a summary of the policies and strategies and asked to indicate their preferences (i.e. agree, disagree, or neutral). The PMT provided the public with a similar overview and summary during a subsequent town hall meeting. A sample of the summary is included in Appendix D.

A total of 34 summaries were returned, which indicate the preferences of PAC members and the public. The following highlights findings from the summaries, including which policies and strategies were included on the final list for the PMP and which were removed.

- ▶ Most of the policies and strategies under **User Information** were supported by participants. *Real-time Parking Information* received the least support; however, as *Real-Time Parking Information* may become available for dissemination in the future as part of the pay-to-park program, it was retained in the final list.
- ▶ Most of the policies and strategies under **Transportation Demand Management** were supported by participants, with the exception of the *Bicycle Share Program*, which was subsequently removed from the final list. *Transit Facilities and Services* was also removed from the final list in favor of *Local Shuttle Service*, which received more support. The majority of transit facilities and services within the Pacific City/Woods area are provided by the Tillamook County Transportation District.
- ▶ Of the policies and strategies under **Parking Management**, only *Maintenance/Sand Clearing*, *Pay-to-Park*, and *Drop-off/Pick-up Areas* were supported by the majority of participants. While several other policies and strategies received little support, only the *Public/Private Partnership/Parking Collaborative* and *Good Neighborhood Agreement* were removed from the list. All other policies and strategies were either incorporated into other policies and strategies, included as supplemental policies and strategies for potential future implementation, or included as stand-alone policies and strategies on the final list.
- ▶ Two of the policies and strategies identified under **Parking Enforcement** were supported by participants: *Implement Focused Enforcement*, which is the current enforcement strategy, and *Implement Regular Enforcement*. *Grace Period* and *Ticket Forgiveness* were generally not supported and therefore removed from the final list. The Tillamook County Sheriff's Office also indicated that given their limited ability to patrol the Pacific City/Woods area, they will likely not support grace periods or ticket forgiveness.
- ▶ Half of the policies and strategies identified under **Create a New Parking Supply** were supported by most participants. While *Construct a New Parking Facility* and *Webb Park* received little support, a new parking facility at Webb Park was identified in the Cape Kiwanda Master Plan and therefore, was included as a potential long-term strategy in the PMP that could be implemented after all other policies and strategies have been exhausted. Also, while *Create Electric Vehicle Charging Stations* received little support, these types of facilities are

becoming more prevalent in tourist communities to support use of electric vehicles and therefore, was included on the final list.

- ▶ Of the policies and strategies identified under **Funding Mechanisms**, the parking lot user fee and the County Transient Lodging Tax were supported by most participants. The Food and Beverage Tax received the least support followed by Local Improvement District, Economic Improvement District, and Parking Benefit District. The Beach Ramp Access Fee was discussed with the PAC and the public, but not evaluated by either group. However, based on subsequent discussions with the PAC, all of the potential funding mechanisms are included in the PMP, including the Beach Ramp Access Fee, which is incorporated into the Kiwanda Access Fee.

Appendix D contains a summary of the responses. The responses shown in light green agree with the policy/strategy while the responses shown in light orange are neutral and the responses shown in light red disagree.

RECOMMENDED POLICIES AND STRATEGIES

The policies and strategies that comprise the Pacific City/Woods Parking Management Plan are identified below. A phased approach to implementation is provided, including near-term (0-3 years), mid-term (3-5 years), and long-term (5-20 years) policies and strategies. Guidelines for implementing, monitoring, measuring, and evaluating the performance of the parking management plan are provided in subsequent sections.

PHASE 1: NEAR-TERM STRATEGIES (0-3 YEARS)

Phase 1 is comprised of policies and strategies that should be implemented over the next 0-3 years. Many of these strategies should be applied to the overall Pacific City/Woods area, but those strategies that are location-specific have the location(s) for implementation included in the description.

Administrative

1.1 Appoint a Parking Manager

A key component of an effective parking management plan is the designation of a parking manager whose responsibilities include monitoring parking conditions within the Pacific City/Woods area, implementing strategies from the parking management plan, and working with the County Sheriff's Office to ensure the strategies are enforced. The parking manager may lead or participate in the PAC to help make parking-related decisions and ensure adopted strategies are appropriately implemented and proactively managed.

Considerations for Implementation:

The parking manager should be a paid position. If there is not an existing staff person to take on this role, sufficient funding from the pay-to-park program or

other revenue sources should be provided to fund the position. The position may be filled by an existing Tillamook County Parks Department staff member, Tillamook County Public Works staff member, a new staff member, or contractor. If funding from the pay-to-park program goes to several departments, those departments may collectively fund this position.

Although the parking manager's main responsibilities will be monitoring parking conditions, implementing strategies, and leading the parking advisory committee, the parking manager may also have authority to ticket illegally parked vehicles. Currently, only law enforcement officers can issue parking tickets. It may be necessary to explore options to change this rule in the future.

1.2 Establish a Parking Advisory Committee

Establish a Parking Advisory Committee with the purpose of spearheading the implementation of the PMP and maintaining on-going evaluation of parking issues in the Pacific City/Woods area. The Committee would make recommendations regarding the parking policies and strategies included in the PMP, including establishing parking fees and distributing funds. The Advisory Committee would cooperate with County Public Works, Parks, and other entities to proactively address parking issues.

Considerations for Implementation:

The Parking Advisory Committee should be established under the authority of the Tillamook County Board of Commissioners. The Board should issue a charge or charter the Committee, such that the number, type of representatives, purpose, duration, and other organizational characteristics are defined.

User Information

1.3 Consistent Parking Branding

Establish a parking brand for all signage in the Pacific City/Woods area, such as a common "P", and include names, logos, and other marketing elements consistent with the Tillamook County Wayfinding Master Plan. The Wayfinding Master Plan provides guidance on the look and style of signage, including typology, color, and symbology.

1.4 Wayfinding/Signage

Install wayfinding signs along Brooten Road, Pacific Avenue, and Cape Kiwanda Drive that direct motorists to the State and County parking facilities and provide "Public Parking" signs at the entrance to the parking facilities. Per strategy 1.3, signs should include consistent parking branding and be consistent with the Tillamook County Wayfinding Master Plan. Other site-specific signs include:

- ▶ Cape Kiwanda Parking Lot – Provide a temporary "Parking Lot Full" sign at the entrance to the Cape Kiwanda Parking Lot when the lot is full. The sign may direct motorists to the NVCA, Pacific City Turnaround, and other public parking facilities for overflow parking.

- ▶ Coordinate with OPRD to provide a "Beach Parking Full" sign at the entrance to Hungry Harbor Drive. The sign could direct motorists to McPhillips and Tierra Del Mar for alternate beach access.
- ▶ Coordinate with OPRD to provide wayfinding signs along McPhillips Drive that direct motorists to the McPhillips beach access and include an indication that public parking is available.
- ▶ Provide beach access signage for pedestrians on Shore Drive, Alder Street, and the path from Cape Kiwanda Drive to the southern Shore Drive pedestrian access.
- ▶ Provide a beach access wayfinding sign for vehicles at Brooten Road and Pacific Avenue.
- ▶ Install "No Overnight Parking" signs (10:00 PM to 7:00 AM) at all parking areas.
- ▶ Include wayfinding and signage that directs trucks with trailers and recreational vehicles longer than 20-feet to the Pacific City Boat Launch. Create signage to inform oversized vehicle owners that they can access the beach via Hungry Harbor Road but that there is no oversized vehicle parking in the Cape Kiwanda Parking Lot.

The Tillamook County Wayfinding Master Plan identifies the need for wayfinding signs on Cape Kiwanda Drive near Cape Kiwanda and in Pacific City near ocean access points. The Plan also identifies the need for kiosks with maps and directions with the Tillamook Coast brand at the Cape Kiwanda State Natural Area and Bob Straub State Park.

1.5 "How to Get Around" Resource

Develop a "How to Get Around" resource that includes the location of the public parking facilities, the types of amenities available at each facility, and major destinations within the Pacific City/Woods area. The resource should also include the shuttle map and schedule and other available transit services. The resource should be posted on various websites, community bulletin boards, and shared with local businesses and short-term house rental agencies.

1.6 Coordinate with Community Destinations

Collaborate with local business owners and operators, particularly those in the Cape Kiwanda area, to develop the "How to Get Around" resource as well as other resources that will ensure that their employees and patrons are aware of parking opportunities, the shuttle, and other transit services. Work with local property owners to ensure their tenants are also aware of various parking opportunities (and limitations) – some communities impose penalties on landowners whose tenants violate parking laws, such as parking on streets and along roadway shoulders. Encourage the local businesses, including short-term house rental agencies, to share the "How to Get Around" resource.

1.7 Stakeholder Outreach and Education

As parking strategies are implemented, survey customer experiences and educate the public about the new programs and strategies. Outreach can lead to more coordinated and strategic management of available parking supply and can improve the parking experience for residents and visitors. This outreach can be done by the parking manager with support from the parking advisory committee. It may also be done by parking ambassadors.

1.8 Parking Ambassadors

Work with local business owners and operators and the Pacific City-Nestucca Valley Chamber of Commerce to establish volunteers to serve as parking ambassadors: someone who provides information on how to avoid common parking errors and fines, where to catch the shuttle, and general information on when and where to park, during the peak season.

OPRD launched their Trailhead & Beach Ambassadors project in the summer of 2019 and Cape Kiwanda was one of their four pilot areas. The project provides locals with an opportunity to take ownership and pride for their natural resources and connect with visitors by communicating safe and sustainable ways to enjoy outdoor recreation.

Transportation Demand Management

1.9 Improve Pedestrian and Bicycle Facilities: Cape Kiwanda Drive

Cape Kiwanda Drive – Construct a continuous 12-foot wide shared use path on the west side of Cape Kiwanda Drive from Pacific Avenue to Cape Kiwanda. This project is identified in the Cape Kiwanda Master Plan. Per the Master Plan, the shared-use path will provide a much-needed connection for pedestrians and bicyclists of all ages along the corridor. Constructing the path along the west side is preferred to allow users access to the beach without crossing Cape Kiwanda Drive. The shared-use path will necessitate removing parking from at least one side of Cape Kiwanda Drive. The County could consider extending the shared use path to Bob Straub State Park from Pacific Avenue as a potential second phase.

1.10 Shuttle Service

Reconfigure shuttle service – Reconfigure the existing shuttle service to increase service frequency, hours of service, and service coverage as necessary.

Reconfigure shuttle stops – Identify and sign areas where people can wait to get on and off the shuttle. Provide posts and signs, hard surface waiting areas, benches, shelters, and schedule information at the shuttle stops.

Real-time shuttle information – Install automatic vehicle location equipment on the shuttles and provide real time shuttle information. The information should be disseminated through a variety of applications, especially at terminals and on the internet or through an app, like the Transit App, which provides real-time transit information for Tillamook County Transportation District.

Shuttle Map – Work with the Tillamook County Transportation District to maintain and update the shuttle map as necessary. The map should include the shuttle route, stops, times, and hours of service as well as the location of public parking facilities and major destinations within the Pacific City/Woods area. The map should be posted on various websites, local bulletin boards, at local businesses, and at each stop location. The intention of the map is to increase awareness and use of the shuttle to serve remote parking areas. The map should be provided in print and online.

Considerations for Implementation:

The shuttle service was reconfigured prior to the 2018 summer season. The District should continue to reconfigure the service based on input from local residents and visitors and experience gained through operating the service as a pilot program.

Currently, the summer shuttle service is running as a free pilot. As it continues, it is important that it remains a free service. A pay-to-park program may help fund all or some of the shuttle service, if and when it becomes a permanent program.

Parking Management

1.11 Maintenance/Sand Clearing

Cape Kiwanda Parking Lot/Alder Street/Shore Drive – coordinate with Nestucca Ridge Family Properties and others to develop and implement an on-going maintenance/sand clearing plan for the Cape Kiwanda Parking Lot, Alder Street, and Shore Drive to maintain the pavement, pavement markings, and other facilities as well as remove sand infiltration.

Pacific City Turnaround – coordinate with Tillamook Lightwave to develop and implement an on-going maintenance/sand clearing plan for the Pacific City Turnaround to maintain the facilities as well as remove sand infiltration.

Bob-Straub State Park – coordinate with OPRD to develop and implement an on-going maintenance/sand clearing plan for Bob Straub State Park to maintain the facilities as well as remove sand infiltration.

1.12 Time Limit Restrictions

Establish 15-minute time limit restrictions in up to two stalls located adjacent to the restrooms at all lots. This includes Cape Kiwanda, the Pacific City Turnaround, and Fishers Point Boat Launch when the facilities are reconfigured, and public restrooms are installed.

1.13 Pay-to-Park (Kiwanda Access Fee)

Establish a pay-to-park program in the Cape Kiwanda area that charges motorists for access to the Cape Kiwanda Parking Lot and the beach ramp along Hungry Harbor Drive. *This project is identified (in part) in the Cape Kiwanda Master Plan.* Pay-to-park programs are the most effective way to manage parking demand. They also provide an equitable way for the County to charge people for access to

their facilities. A pay-to-park program in the Cape Kiwanda area will help manage parking demand and provide a revenue stream for maintaining and improving the lot, the ramp, and the other public parking facilities addressed in this PMP. The pay-to-park program should initially charge a daily fee for access to the lot and the ramp, consistent with other pay-to-park programs used by the County in the area. The fee should be adjusted over time to effectively manage parking demand. A smart parking meter located within an enclosure (similar to the one used at the Garibaldi boat launch) should be used to collect the fee.

Considerations for Implementation – Fee

A daily fee of \$4 and an annual pass for a nominal fee could be used initially. The \$4 fee is consistent with the Pacific City Boat Launch and Fishers Point boat launch daily fee would generate about \$1,059,200 annually in the Cape Kiwanda area. This estimate assumes an average of 400 vehicles will use the Cape Kiwanda lot per day for 183 days, representing the peak season from April 1st to September 30th, an average of 50 vehicles will use the lot per day during the rest of the year, and an average of 500 vehicles will use the ramp per day for the entire year. The estimated number of vehicles per day during the peak season is based on information generated from the parking survey.

The implementation plan includes an evaluation of several possible pay-to-park funding scenarios: a \$4 fee year-round to access the Cape Kiwanda lot and beach ramp, a \$4 fee year-round to access the Cape Kiwanda lot, a \$4 fee during the peak season and no fee during the off-peak season, an \$8 fee year-round, an \$8 fee during the peak season and a \$4 fee during the off-peak season, and no fee. Table 2 summarizes the parking fees and potential revenues associated with each scenario. It should be noted that the potential revenues do not account for the impact of annual pass holders. The potential revenues shown also do not account for an additional pay-to-park program in the Pacific City Turnaround, which is included in Phase 3.

Table 2: Parking Fees and Potential Revenue

| Fee Structure | Peak Season | Off-Peak Season | Annual Revenue | 20-year Revenue |
|--|------------------|------------------|--------------------|---------------------|
| Pay-to-Park – Lot & Ramp (\$4)* | \$658,800 | \$400,400 | \$1,059,200 | \$21,184,000 |
| Pay-to-Park – Lot (\$4 fee) | \$292,800 | \$36,400 | \$329,200 | \$6,584,000 |
| Pay-to-Park – Lot (\$4/\$0 fee) | \$292,800 | \$0 | \$292,800 | \$5,856,000 |
| Pay-to-Park – Lot (\$8 fee) | \$585,600 | \$72,800 | \$658,400 | \$13,168,000 |
| Pay-to-Park – Lot (\$8/\$4 fee) | \$585,600 | \$36,400 | \$622,000 | \$12,440,000 |

*Recommended fee structure
Table does not include annual pass revenues.

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Tillamook County currently offers annual parking passes, valid at any Tillamook County Parks Department facility where a daily parking fee is charged (e.g. parks, campgrounds, boat launches, and day use areas). Within the Pacific City/Woods area, the passes are currently valid at the Pacific City Boat Launch and Fishers Point Boat Launch. The County could extend the pass to include the Cape Kiwanda area, as well as offer a separate pass specific to the area for a nominal cost. The annual pass would supplement the daily parking fee. More discussion needs to occur regarding the need for an annual pass, if passes can be shared, and other considerations.

Robust discussions transpired regarding offering free annual passes to locals and dory users. Only offering free passes to one sector or class of users could be considered discrimination in violation of the Oregon constitution, which is a view that is documented extensively in state case law. Therefore, this option was ultimately discarded from the pay-to-park program.

Considerations for Implementation:

If a pay-to-park program is implemented in the Cape Kiwanda Parking Lot but not in all neighboring lots and streets, there is potential for some parking spillover by motorists who prefer to find free parking. This is a common impact of pay-to-park programs. The expected impacts for the area surrounding the Cape Kiwanda Parking Lot are as follows:

- ▶ On the highest demand days, especially summer weekends, many of the surrounding lots and streets, including those that require payment, reach capacity. With the exception of Alder Street, these lots and streets generally do not reach capacity until after the Cape Kiwanda Parking Lot reaches capacity. If a pay-to-park program is implemented in the Cape Kiwanda Parking Lot, it is likely that demand will be dispersed more evenly, and the surrounding lots and streets will reach capacity earlier in the day and remain at capacity for longer periods of time. It will be necessary to monitor this effect, and if necessary, implement an area parking permit program within the residential areas that surround the parking lots. More information about this potential future strategy is provided in the "Monitor, Measure, and Evaluation Performance" section of this PMP.
- ▶ Parking on the beach is also expected to be impacted by the pay-to-park program, with and without the beach ramp access fee. The beach ramp access fee could decrease the number of vehicles parked on the beach, while a fee in the lot, but not on the ramp could increase the number and type of vehicles parked on the beach, leaving less room for recreational activities and potentially increasing the number of vehicles that get stuck in the sand. It will be necessary to monitor this effect, and if necessary, implement limits on the number and/or type of vehicles that can park on the beach and/or implement the beach ramp access fee.

- ▶ The pay-to-park program is also likely to have an impact on surrounding lots and streets during off-peak days. It will also be necessary to monitor this effect, and if necessary, decrease the pay-to-park fee during the off-peak days/months to balance demand.

As indicated above, it will be necessary to monitor parking demand within the Cape Kiwanda Parking Lot on an annual and semi-annual basis. It will also be necessary to review the parking fee on at least an annual basis and make adjustments as necessary. Potential adjustments include:

- ▶ If parking demand in the Cape Kiwanda Parking Lot remains high during the peak season and circulation continues to create frustration for those trying to find a parking spot, increase the fee by \$2 increments as appropriate.
- ▶ If parking demand in Cape Kiwanda Parking Lot is low during the off-season and the local streets are filling up prior to the lot, eliminate the fee or reduce by \$2 increments as appropriate.
- ▶ If turnover is low because the all-day parking fee encourages longer time stays, change to a time-based pay-to-park structure. Start with a \$2 hourly fee and adjust accordingly.
- ▶ Other fees or fee structures could also be considered as part of the pay-to-park program, including an hourly fee (\$1 per hour), a progressive hourly fee (\$1 for the first hour, \$2 for the second hour, etc.), or others.

1.14 Development Parking Requirements

Review the County Development Code and identify opportunities to improve or enhance parking requirements to ensure new developments provide an appropriate amount of parking for a given use or mix of uses, including employee parking. Also ensure new developments provide an appropriate amount of bicycle parking for a given use or mix of uses: at least one bicycle parking rack for all new commercial or multi-family residential developments. The parking requirements could allow for some flexibility in how developments provide parking, including potential off-site parking and shared parking.

Parking Enforcement

1.15 Implement Regular Parking Enforcement

Work with the Tillamook County Sheriff's Office to implement regular parking enforcement in the Pacific City/Woods area with an emphasis during peak summer months. Implementation of regular parking enforcement may require the Sheriff's Office to add additional personnel that could provide enforcement seven days per week. Funds from the pay-to park program could be used to supplement the additional personnel. As an alternative, the Parking Manager could enforce parking regulations.

More regular enforcement should focus on the pay-to-park program within the Cape Kiwanda Parking Lot, beach access ramp, and parking rules and

regulations along Hungry Harbor Road, Alder Street, Shore Drive, Pine Street, Madrona Drive, Cape Kiwanda Drive, and McPhillips Drive. Parking enforcement should focus on vehicles parked in the street, in front of driveways, or in “no parking” zones. Enacting a parking ordinance and agreements with OPRD should be explored to aid with enforcement.

Create New Parking Supply

1.16 Reconfigure Parking Facilities

Cape Kiwanda Parking Lot – reconfigure the Kiwanda parking lot to eliminate open spaces and more efficiently serve vehicles. Add motorcycle parking stalls and compact vehicles stalls, as feasible, in locations too small for standard vehicles. Add a pick-up/drop off area for motorists that may need to park in a satellite lot or boaters who need temporary parking for access to the restrooms or for equipment adjustment. Restrict recreational vehicles and trucks with trailers from parking at the Cape Kiwanda Parking Lot and provide signs to inform oversized vehicle owners that they can park at the Pacific City Boat Launch.

Bob-Straub State Park – coordinate with OPRD to reconfigure Bob Straub State Park parking lot to include striping. Add motorcycle parking stalls and compact vehicles stalls, as feasible, in locations too small for standard vehicles.

Pacific City Boat Launch – reconfigure the Pacific City Boat Launch to eliminate open spaces and more efficiently serve vehicles, trucks with trailers, and recreational vehicles. Add motorcycle parking stalls and compact vehicles stalls, as feasible, in locations too small for standard vehicles.

1.17 Establish Remote Parking Areas

Establish remote parking areas at the Pacific City Boat Launch and Bob Straub State Park to be served by the local shuttle service. Continue to work with Thousand Trails and other nearby businesses to provide a dedicated shuttle stop and parking for shuttle users at their locations. Provide shuttle stops and shuttle information near the parking areas and provide information about the remote parking areas on the "How to Get Around" resource. Additional remote parking areas (temporary or permanent) could be established throughout the Pacific City/Woods area in coordination with local organizations and private business owners. These areas could serve a mix of potential users, including employees of local businesses that do not provide on-site parking. Local business owners should be encouraged to identify parking for employees within the Pacific City/Woods area and ensure that it is served by local transit service and/or the local shuttle service. Currently, the only designated employee parking area is located at Hart's Camp and is used by employees of the Pelican Brewery. Employees of other local businesses park along the road to Webb Park on the roadway shoulders.

Considerations for Implementation:

The parking lots at the Pacific City Boat Launch and Bob Straub State Park are provided for those using the local facilities. Coordinate with the Tillamook County Parks Department and OPRD to determine an appropriate number of parking stalls at each parking facility for use as a remote parking area, so that parking spaces are still available for those using the local facilities. It will also be necessary to monitor the use of these facilities as remote parking areas to ensure those using the local facilities continue to have access.

1.18 Define Roadway Shoulders

McPhillips Drive – improve the shoulders along McPhillips Drive north of Circle Drive to more clearly define parking on the east side of the roadway and restrict parking on the west side of the roadway. Use signage, vegetation, and other physical constraints to reinforce where parking is allowed and where it is prohibited on both sides of the roadway.

Cape Kiwanda Drive – improve the shoulders along Cape Kiwanda Drive, south of Alder Street, to more clearly define parking on the west side of the roadway and restrict parking on the east side of the roadway until the shared-use path is constructed. Use signage, vegetation, and other physical constraints to reinforce where parking is allowed and where it is prohibited on both sides of the roadway.

Alder Street, Shore Drive, Pine Street, Madrona Drive, Circle Drive – improve the shoulders along these roadways to more clearly define parking on the east and west sides of the roadway as applicable. Use signage, vegetation, and other physical constraints to reinforce where parking is allowed and where it is prohibited on both sides of the roadway.

Considerations for Implementation:

Currently, the shoulders along Alder Street, Shore Drive, Pine Street, Madrona Drive, Cape Kiwanda Drive, McPhillips Drive, and Circle Drive are used for parking. There are some restrictions to parking along these streets, which are intended to provide a wide enough clear passage space for emergency vehicles. Signage, vegetation, and other physical constraints attempt to restrict parking where necessary, but especially during peak days, people sometimes park precariously or illegally. In addition to defining the roadway shoulders by adding additional signage, vegetation, and physical constraints, it will be necessary to have regular parking enforcement to make this strategy successful.

Amenities**1.19 Public Restrooms: Cape Kiwanda Parking Lot**

Reconstruct the public restrooms at the Cape Kiwanda Parking lot with improved facilities that are more resilient to heavy use, sand, and vandalism. *This project is identified in the Cape Kiwanda Master Plan.* Per the Cape Kiwanda Master Plan, the new restrooms will reduce maintenance costs and improve the user experience.

PHASE 2: MID-TERM STRATEGIES (3-5 YEARS)

User Information

2.1 Real-time Parking Availability Information

Provide real-time parking availability information to motorists through signs, maps, smartphone applications, websites, and other electronic devices. The information could be used to direct motorists where to park within the area and provide information on rates, time limits, hours of enforcement, and other key information.

Transportation Demand Management

2.2 Improve Bicycle and Pedestrian Facilities: Bike Racks

Add bicycle racks to various locations (i.e. Cape Kiwanda Parking Lot, Bob Straub State Park) in the Pacific City/Woods area. Require developers to add at least one bicycle rack to any new development.

Create New Parking Supply

2.3 Create Electric Vehicle Charging Stations

Create up to two (2) electric vehicle charging stations in the Cape Kiwanda Parking Lot for electric vehicles.

Other

2.4 Roadway Improvements

Sunset Drive - Repave Sunset Drive to enable all vehicles to access destinations along Sunset Drive, including the Pacific City Boat Launch, Bob Straub State Park, and residences. Additional streetscape improvements, consistent with the County's street design standards, should also be included to improve multimodal access along Sunset Drive.

PHASE 3: LONG-TERM STRATEGIES (5-20 YEARS)

Transportation Demand Management

3.1 Improve Pedestrian and Bicycle Facilities: Hungry Harbor Drive

Hungry Harbor Drive – Construct sidewalks on both sides of Hungry Harbor Drive to delineate the roadway more clearly. The sidewalks could be flush with the pavement to ease sand clearing and maintenance. *This project is identified in the Cape Kiwanda Master Plan.*

Create New Parking Supply

3.2 Rebuild and Reconfigure Parking Facilities

Pacific City Turnaround – rebuild and reconfigure the Pacific City Turnaround to delineate the parking area more clearly by adding a paved surface and sidewalks (as feasible). The County also should consider eliminating the beach access for motor vehicles due to safety concerns and to further increase the size

of the parking area. Add a pay-to-park system after the improvements are made like the system at the Pacific City Boat Launch and Fishers Point.

Fishers Point Boat Launch – rebuild and reconfigure the Fishers Point Boat Launch parking lot to delineate the parking area more clearly by adding a paved surface and sidewalks (as feasible). The County should consider establishing Fishers Point as a rest area/overlook and add picnic tables, restrooms, and other amenities.

Amenities

3.3 Public Restrooms: Pacific City Turnaround and Fishers Point Boat Launch

Pacific City Turnaround – construct public restrooms at the Pacific City Turnaround when the lot is reconfigured. *This project is identified in the Cape Kiwanda Master Plan.*

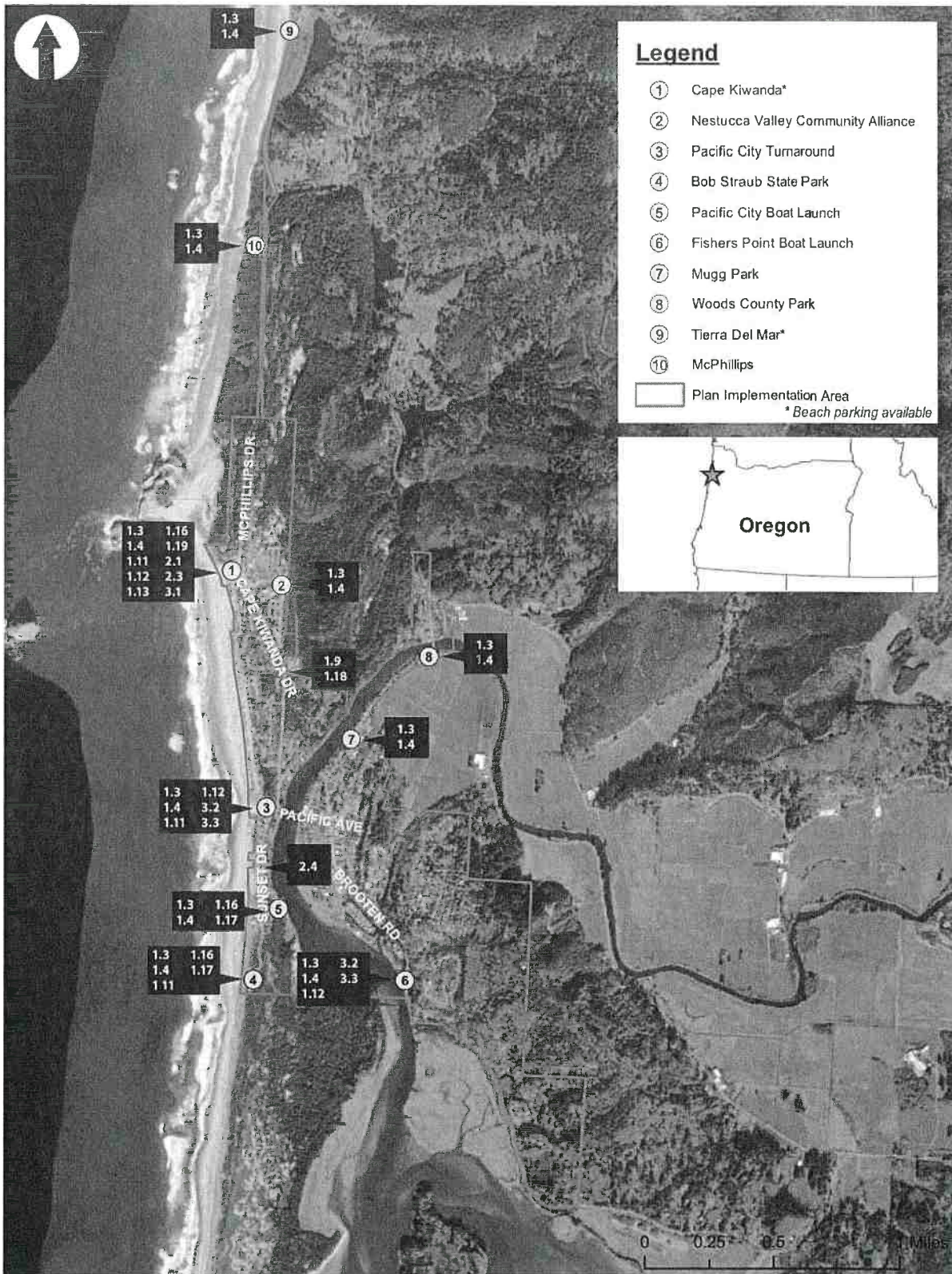
Fishers Point Boat Launch – construct public restrooms at the Fishers Point Boat Launch when the lot is reconfigured.

IMPLEMENTATION PLAN

Implementation of the policies and strategies described in the PMP requires a number of agencies to collaborate to ensure the best results. Recommended strategies 1.1 and 1.2 would create two participants, the Parking Manager and the Parking Advisory Committee, specifically for the purpose of implementing the plan and ensuring on-going monitoring and management. Figure 3 illustrates the implementation plan on the study area map. Figure 3 also identifies where the strategies identified in the PMP will be implemented over time.

Table 3 outlines the cost estimates associated with each strategy. The strategies that can be completed by the parking manager, like *Coordinate with Community Destinations*, are marked as \$0 or include a small nominal amount because the cost is included in the cost of appointing or hiring a parking manager, which is considered separately. One-time or upfront costs, annual costs, and the number of years that each annual cost is required over the next 20 years are considered in Table 3. The cost estimates shown in Table 3 are planning level estimates and reflect the cost estimates included the Cape Kiwanda Master Plan and other similar plans for similar sized communities.

Figure 3: Implementation Plan



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Table 3: Implementation Plan

| Strategy | Location | One-Time Cost | Annual Costs | Funding Source | Lead |
|---|---|---------------|--------------|------------------------------------|--------------------------------|
| Phase 1: Near-term Strategies (0-3 Years) | | | | | |
| 1.1 Appoint a Parking Manager | Area-wide | \$0 | \$70,000 | Pay-to-park | County |
| 1.2 Establish a Parking Advisory Committee | Area-wide | \$0 | \$0 | N/A | County |
| 1.3 Consistent Parking Branding | Area-wide | \$0 | \$0 | N/A | Parking Manager |
| 1.4 Wayfinding/Signage | Area-wide | \$25,000 | \$500 | Pay-to-park/TLT | County |
| 1.5 "How to Get Around" Resource | Area-wide | \$2,500 | \$500 | Pay-to-park | Parking Manager |
| 1.6 Coordinate with Community Destinations | Area-wide | \$0 | \$0 | N/A | Parking Manager |
| 1.7 Stakeholder Outreach and Education | Area-wide | \$0 | \$500 | Pay-to-park | Parking Manager |
| 1.8 Parking Ambassadors | Area-wide | \$0 | \$0 | N/A | Parking Manager |
| 1.9 Improve Bicycle and Pedestrian Facilities | Cape Kiwanda Drive | \$0 | \$0 | Other | County Public Works |
| 1.10 Shuttle Service | Area-wide | \$5,000 | \$35,000 | District/Pay-to-park/TLT | County Transportation District |
| 1.11 Maintenance/Sand Clearing | Cape Kiwanda Parking Lot/Alder Street/Shore Drive, Pacific City Turnaround, Bob Straub State Park | \$0 | \$55,000 | Pay-to-park/TLT/Public Works/Parks | County Public Works/Parks |
| 1.12 Time Limit Restrictions | Cape Kiwanda Parking Lot, Pacific City Turnaround, Fishers Point Boat Launch | \$3,500 | \$0 | Pay-to-park/TLT | Parking Manager |
| 1.13 Pay-to-Park | Cape Kiwanda Parking Lot, Beach Ramp | \$75,000 | \$20,000 | Pay-to-park/TLT | Parking Manager |
| 1.14 Development Parking Requirements | Area-wide | \$0 | \$0 | N/A | County Community Development |

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| Strategy | Location | One-Time Cost | Annual Costs | Funding Source | Lead |
|--|---|---------------------------|--------------|---|---------------------------|
| 1.15 Implement Regular Parking Enforcement | Area-wide | \$0 | \$150,000 | Pay-to-park/Sheriff's Office | County Sheriff's Office |
| 1.16 Reconfigure Parking Facilities | Cape Kiwanda Parking Lot, Bob Straub State Park, Pacific City Boat Launch | \$70,000 | \$0 | Pay-to-park/TLT/Public Works/Parks/OPRD | County Public Works/Parks |
| 1.17 Establish Remote Parking Areas | Bob Straub State Park, Pacific City Boat Launch | \$5,000 | \$0 | N/A | Parking Manager |
| 1.18 Define Roadway Shoulders | Cape Kiwanda Drive, McPhillips Drive, Shore Drive, Pine Street, Madrona Drive, and Circle Drive | \$50,000 | \$0 | Pay-to-park | County Public Works |
| 1.19 Public Restrooms | Cape Kiwanda Parking Lot | \$250,000 | \$0 | TLT/Grants | County Parks |
| Phase 2: Mid-term Strategies (3-5 Years) | | | | | |
| 2.1 Real-time Parking Availability Information | Cape-Kiwanda Parking Lot | \$5,000 | \$0 | Pay-to-park | Parking Manager |
| 2.2 Improve Bicycle and Pedestrian Facilities: Bike Racks | Area-wide | \$5,000 | \$0 | Pay-to-park | Parking Manager |
| 2.3 Create Electric Vehicle Charging Stations | Cape Kiwanda Parking Lot | \$10,000 | \$0 | Pay-to-park | County Public Works |
| 2.4 Roadway Improvements | Sunset Drive | \$150,000 | \$0 | Public works/ Pay-to-park | County Public Works |
| Phase 3: Long-term Strategies (5-20 Years) | | | | | |
| 3.1 Improve Bicycle and Pedestrian Facilities: Hungry Harbor Drive | Hungry Harbor Drive | \$100,000 | \$0 | Pay-to-park/TLT/Public Works/Parks/Grants | County Public Works/Parks |
| 3.2 Rebuild and Reconfigure Parking Facilities | Pacific City Turnaround, Fishers Point Boat Launch | \$1,000,000 | \$0 | Pay-to-park/TLT/Public Works/Parks/Grants | County Public Works/Parks |
| 3.3 Public Restrooms | Pacific City Turnaround, Fishers Point Boat Launch | \$400,000 | \$20,000 | TLT/Parks/OPRD | County Parks |
| Monitor, Measure, and Evaluate Performance | Area-wide | \$0 | \$25,000 | Pay-to-park | Parking Manager |
| | | Phase 1 (0-3 years) Cost | | | |
| | | \$486,000 | | | |
| | | Phase 2 (3-5 years) Cost | | | |
| | | \$165,000 | | | |
| | | Phase 3 (5-20 years) Cost | | | |
| | | \$1,500,000 | | | |
| | | Total Cost | | | |
| | | \$2,151,000 | | | |

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As shown in Table 3, there is expected to be \$2,151,000 in fixed costs and \$7,410,000 in annual costs over the next 20 years, or a total cost of \$9,561,000 for implementation of the PMP.

POTENTIAL FUNDING MECHANISMS

Four potential funding mechanisms were considered for implementation of the PMP, including a Local Improvement District, an Economic Improvement District (or Business Improvement District), the Transient Lodging Tax, and the pay-to-park program. The following summarizes information related to each potential funding mechanism.

Transient Lodging Tax

Tillamook County currently collects a Transient Lodging Tax (TLT) of 1% in incorporated areas and 10% in unincorporated areas. Per State law, 70% of the tax is dedicated to tourism promotion and tourism-related facilities; the remaining 30% is dedicated to the maintenance of County roads. The TLT is expected to generate over \$1,500,000 annually for tourism-related facilities throughout Tillamook County. Given the amount generated by Pacific City, it may be reasonable to expect up to 25% of the TLT to be expended in Pacific City on tourism-related facilities. Therefore, the TLT could generate approximately \$375,000 each year or \$7,500,000 over the next 20 years. For planning purposes, this PMP assumes that this expectation may be realized. However, this assumption in no way implies the 25% allocation is authorized by the Board of Commissioners. Also, the allocation may be influenced by potential future surpluses in revenue related to the pay-to-park program summarized below.

Pay-to-park Program (Kiwanda Access Fee)

Pay-to-park programs charge users a fee for the use of a parking facility. As indicated above, pay-to-park programs are the most effective way to manage parking demand. They also provide an equitable way for the County to charge people for the use of their facilities. A pay-to-park program in the Cape Kiwanda area with a daily fee of \$4 would generate about \$1,059,200 annually or \$21,184,000 over the next 20 years. Given the variability in how the pay-to-park program could be implemented, several potential funding scenarios are summarized below.

Local Improvement District

A Local Improvement District (LID) is a special assessment district where improvements are financed and paid for over a period of time by benefiting business/property owners. Determining the financial obligation of the affected business/property owners can be based on a variety of methods, including frontage length and property size, trip generation, and/or others. The method can also be modified to account for the distribution of expected benefits from the improvements. A LID must be supported by the majority of affected business/property owners and only lasts until the improvements are complete and the debt obligation has been met. The County will need to work with an economic consulting firm to determine the potential revenue that could be generated by a LID.

Economic Improvement District

An Economic Improvement District (EID), or Business Improvement District (BID) is a district where businesses are required to pay an additional tax (or levy) in order to fund improvements in the district boundaries, which are often supplemental to those already provided by the local agency. The EID/BID is often funded through a levy but can also draw on other public and private funding streams. The County will need to work with an economic consulting firm to determine the potential revenue that could be generated by an EID.

POTENTIAL FUNDING SCENARIOS

The PMP is expected to be funded through multiple funding mechanisms. For planning purposes, two main funding mechanisms were assumed: the pay-to-park program and the Transient Lodging Tax (TLT). At a minimum, additional funding sources will likely include County Parks and Public Works funds and Federal, State, and Local grants. However, these sources are not considered here making this a more conservative evaluation and a starting point to determine what additional funding may be needed in the future.

As indicated above, a pay-to-park program with a \$4 flat fee could generate \$1,059,200 each year or \$21,184,000 over the next 20 years while the TLT could generate \$375,000 each year or \$7,500,000 over the next 20 years. With a total cost of \$9,561,000 and total revenue of \$28,684,000 (assuming a \$4 flat fee), the pay-to-park program and TLT are expected to have a surplus of \$19,123,000 over the next 20 years. While this is the most likely funding scenario, other funding scenarios were evaluated below, including:

Funding Scenarios

| Scenario # | Fee | Time Period | Parking Area |
|------------|-----------|-------------------------------|-------------------------------|
| 1 | \$4 | All Year | Cape Kiwanda Lot & Beach Ramp |
| 2 | \$4 | All Year | Cape Kiwanda Lot |
| 3 | \$4 / \$0 | Peak Season / Off-Peak Season | Cape Kiwanda Lot |
| 4 | \$8 | All Year | Cape Kiwanda Lot |
| 5 | \$8 / \$4 | Peak Season / Off-Peak Season | Cape Kiwanda Lot |
| 6 | \$0 | All Year | Cape Kiwanda Lot |

Table 4 summarizes the funding evaluation for implementation of the PMP. The total costs of Phases 1-3 were compared to the total revenues generated by the pay-to-park program and the TLT under Funding Scenarios 1-6.

As shown, funding scenario 1, which is the recommended scenario with a pay-to-park program, results in a surplus of \$19,123,000 over the 20-year period while funding

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scenario 2 results in a surplus of \$4,523,000. Funding scenarios 3, 4 and 5 also result in a surplus of \$3,795,000, \$11,107,000, and \$10,379,000, respectively. Scenarios 1-5 have moderate to large surpluses each year that could accumulate significantly over time or advance implementation of the PMP over a shorter period. Funding scenario 6 is the only scenario that results in a net deficit of \$2,061,000 over the 20-year period.

Table 4: Plan Cost Summary

| | Phase 1 Total (0-3 years) | Phase 2 Total (3-5 years) | Phase 3 Total (5-20 years) | PMP Total (20 years) |
|--|------------------------------|------------------------------|-------------------------------|-------------------------|
| Costs | | | | |
| Fixed Costs | \$486,000 | \$165,000 | \$1,500,000 | \$2,151,000 |
| Annual Costs | \$1,069,500 | \$1,069,500 | \$5,271,000 | \$7,410,000 |
| Total Costs | \$1,555,500 | \$1,234,500 | \$6,771,000 | \$9,561,000 |
| Funding Scenario 1 – \$4 Flat Fee (Cape Kiwanda and Beach Ramp) | | | | |
| Pay-to-Park Revenue | \$3,177,600 | \$3,177,600 | \$14,828,800 | \$21,184,000 |
| TLT Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Scenario 1 Revenue | \$4,302,600 | \$4,302,600 | \$20,078,800 | \$28,684,000 |
| Net Difference | \$2,747,100 | \$3,068,100 | \$13,307,800 | \$19,123,000 |
| Funding Scenario 2 – \$4 Flat Fee | | | | |
| Pay-to-Park Revenue | \$987,600 | \$987,600 | \$4,608,800 | \$6,584,000 |
| TLT Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Scenario 2 Revenue | \$2,112,600 | \$2,112,600 | \$9,858,800 | \$14,084,000 |
| Net Difference | \$557,100 | \$878,100 | \$3,087,800 | \$4,523,000 |
| Funding Scenario 3 – \$4 Flat Fee Peak Season, No Fee Off-Peak | | | | |
| Pay-to-Park Revenue | \$878,400 | \$878,400 | \$4,099,200 | \$5,856,000 |
| TLT Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Scenario 3 Revenue | \$2,003,400 | \$2,003,400 | \$9,349,200 | \$13,356,000 |
| Net Difference | \$447,900 | \$768,900 | \$2,578,200 | \$3,795,000 |
| Funding Scenario 4 – \$8 Flat Fee | | | | |
| Pay-to-Park Revenue | \$1,975,200 | \$1,975,200 | \$9,217,600 | \$13,168,000 |
| TLT Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Scenario 4 Revenue | \$3,100,200 | \$3,100,200 | \$14,467,600 | \$20,668,000 |
| Net Difference | \$1,544,700 | \$1,865,700 | \$7,696,600 | \$11,107,000 |
| Funding Scenario 5 – \$8 Flat Fee Peak Season, \$4 Flat Fee Off-Peak | | | | |
| Pay-to-Park Revenue | \$1,866,000 | \$1,866,000 | \$8,708,000 | \$12,440,000 |

| | Phase 1 Total (0-3 years) | Phase 2 Total (3-5 years) | Phase 3 Total (5-20 years) | PMP Total (20 years) |
|---------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|--------------------------------|
| TLT Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Scenario 5 Revenue | \$2,991,000 | \$2,991,000 | \$13,958,000 | \$19,940,000 |
| Net Difference | \$1,435,500 | \$1,756,500 | \$7,187,000 | \$10,379,000 |
| Funding Scenario 6 – No Fee (Current) | | | | |
| Pay-to-Park Revenue | \$0 | \$0 | \$0 | \$0 |
| TLT Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Scenario 6 Revenue | \$1,125,000 | \$1,125,000 | \$5,250,000 | \$7,500,000 |
| Net Difference | (\$430,500) | (\$109,500) | (\$1,521,000) | (\$2,061,000) |

Note: Table does not reflect the potential impact of annual passes.

Implementation Plan Summary

Implementation of the PMP policies and strategies assists the County in meeting the PMP and Cape Kiwanda Master Plan goals and objectives. More specifically, the PMP creates an organizational structure designed to actively manage parking within the Pacific City/Woods area and provides the policies and strategies necessary to address issues as they arise. The PMP provides a variety of ways for people to gain information about how to access the area, where and how to park, and what parking limitations/restrictions exist. The PMP also increases the number of options people have to access the area, including walking, biking, and taking the shuttle. The County can more actively manage and maintain parking conditions and facilities by implementing policies and strategies partially supported by revenue generated and enforcing those strategies.

It is important to note that implementation of the policies and strategies will not significantly increase the capacity of the parking supply. Some of the policies and strategies, such as *Reconfigure Parking Facilities* and *Define Roadway Shoulders*, could increase the parking supply in some areas and decrease it in others, while other policies and strategies, such as the *Cape Kiwanda Drive Shared-Use Path* has the potential to significantly reduce the parking supply. The PMP focuses primarily on improving the efficiency of the parking system rather than the capacity.

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MONITOR, MEASURE, AND EVALUATE PERFORMANCE

Monitoring, measuring, and evaluating the performance of the parking facilities in the Pacific City/Woods area are needed to verify appropriate adjustments are being made in a timely manner to continue meeting the needs of residents and visitors. The following data should be collected and evaluated as part of the monitoring, measuring, and evaluating process:

- ▶ **Parking Demand** – parking demand data should be collected within the municipal parking lots and along the adjacent street system on an annual or semi-annual basis to determine how parking demand has evolved with implementation of the PMP. The data should be collected and evaluated in a manner consistent with the data collected as part of this study and include, at a minimum, occupancy, duration of stay, and turnover. The data collected as part of this study is included in Appendix C: Parking Survey.
- ▶ **Parking Perceptions** – parking perception data should be collected within the Pacific City/Woods area on an annual or semi-annual basis to determine the effectiveness of the PMP in addressing the goals and objectives. The perception data could be collected using either online or intercept (in-person) surveys. The information gained from the surveys will provide an understanding of how people typically access the Pacific City/Woods area, including travel modes (auto, transit, bicycle, walking), the factors that influenced their travel mode, where they came from, what they plan to do in Pacific City/Woods, and if they drove, where they parked, how long they spent looking for parking, and their general perception of parking conditions.
- ▶ **Parking Violations** – Parking violations, citations, verbal, and non-verbal warnings issued by the Tillamook County Sheriff's Office and/or the parking manager should be monitored and tracked to better understand parking behaviors and identify opportunities to improve conditions.
- ▶ **Neighborhood Complaints** – Neighborhood complaints issued by local residents and business owners should be monitored and tracked to better understand parking behaviors and to identify opportunities to improve conditions. An online resource could be established to help facilitate the collection of neighborhood complaints.
- ▶ **Other Incidents** – Other incidents that could be related to parking conditions, including theft, vandalism, and injuries (by mode), should be monitored.

The data should be collected in samples, either through third party data collection, County data collection, and/or volunteer processes. Data derived from these efforts can be used by the County, the Parking Manager, and the Parking Advisory Committee to inform decisions, track use, and assess the success of measures. The Parking Manager should oversee the monitoring program.

SUPPLEMENTAL POLICIES AND STRATEGIES

Three additional strategies that do not fit into the phased strategy approach were identified through the planning process to address the potential impacts of the pay-to-park program.

Parking Permit Program

This program is designed to address spillover into the adjacent neighborhood. This strategy is typically implemented through a "bottom up" approach, meaning that if there is interest, neighborhood residents typically design and implement the strategy with input and oversight from the local agency and enforcement from the local enforcement officers.

Monitor the impact of the pay-to-park program on the adjacent street system, especially Shore Drive, Pine Street, Madrona Drive, and Circle Drive. If visitor parking is having a negative effect on residents and there is local support, create a parking permit program that limits or restricts visitor parking. The details of the program should be determined by the Parking Manager and Parking Advisory Committee in coordination with local residents.

Considerations for Implementation:

- ▶ Each household should be allowed to purchase up to two annual parking permits for their vehicles and/or their guests. Vehicles displaying a parking permit will be exempt from time limits or other restrictions, as outlined below. The permits should be transferable to long-term and short-term renters.
- ▶ Time limits or other restrictions could be imposed on vehicles not displaying a parking permit (i.e., two-hour time limits from 9 AM to 6 PM daily, no visitor parking after 6 PM). If time limits or other restrictions are imposed, signs that identify the restrictions should be added to all included streets. Time limits could increase turnover of visitor vehicles, improving the likelihood that residents and their guests will be able to find on-street parking.
- ▶ Revenue from the parking permit program should cover the cost of permits, signs, enforcement, and maintenance of the program.

Parking Benefit District

Establish a parking benefit district within the Pacific City/Woods area to administer funds from the pay-to-park program and/or other potential revenue sources to fund improvements. Projects improving access to the area, like the sidewalks, crosswalks, bike lanes, and the shuttle service, should be funded by parking benefit district funds. The Parking Advisory Committee should oversee the Parking Benefit District and cooperate with County Public Works, Parks, and other entities to make funding recommendations.

Construct a New Parking Facility

Webb Park – relocate Webb County Campground (1.2 acres) to the vacant county-owned land (32.5 acres) located northeast of the campground and

construct a new parking lot at the former campground site. *This project is identified in the Cape Kiwanda Master Plan.* Per the Master Plan, the new campground must be completed and operational before the current park closes so that campground services and revenues are uninterrupted.

Considerations for Implementation:

The new parking facility will increase the capacity of the parking supply within the Pacific City/Woods area by approximately 200 parking stalls. While the increase could be off-set by the loss of parking along Cape Kiwanda Drive (due to the addition of the shared-use path) and other local streets (due to further delineation of the roadway shoulders and parking restrictions), the increase in parking capacity will increase the number of people that can access the Pacific City/Woods area. This will have a significant impact on livability and therefore should only be considered when all other policies and strategies have been implemented, including regular enforcement, and there continues to be high parking demand. Other considerations include:

- ▶ Implement a pay-to-park program in the new parking lot consistent with the Cape Kiwanda Parking Lot.
- ▶ Consider a crossover easement with The Inn at Cape Kiwanda to provide vehicular and pedestrian access to the new parking lot and the relocated Webb County Campground.