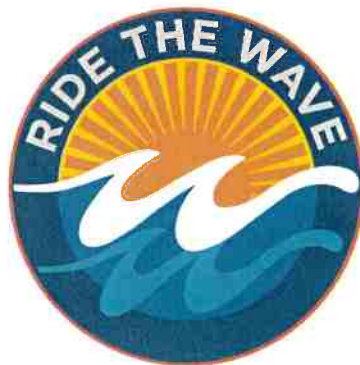


Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



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



Thursday, December 17, 2020 at 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District  
 Normal Trial Balance  
 From 11/30/2020 Through 11/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	727,001.35	
1006	Payroll Checking	15,415.46	
1009	NW RIDES ACCOUNT	177,543.23	
1011	Prop. Mgmt. Checking	64,698.33	
1020	LGIP - General Account	1,336,527.01	
1030	LGIP - Capital Reserve	940,916.67	
1040	Petty Cash	200.00	
Report Total		3,262,302.05	0.00
Report Difference		3,262,302.05	

*AK*  
12-5-20

**Tillamook County Transportation District**  
**Financial Statement**

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	3500	0.00	0.00	1,916,835.00	(1,916,835.00)	0.00%
Fares	4000	15,189.49	85,099.91	300,000.00	(214,900.09)	28.36%
Contract Revenue	4020	34,856.94	252,152.15	875,000.00	(622,847.85)	28.81%
Property Tax	4100	921,827.44	921,827.44	950,000.00	(28,172.56)	97.03%
Past Years Property Tax	4110	5,457.98	10,995.52	25,000.00	(14,004.48)	43.98%
State Timber Revenue	4120	57,267.19	57,267.19	275,000.00	(217,732.81)	20.82%
Mass Transit State Payroll Tax	4130	0.00	7,083.33	85,000.00	(55,370.35)	34.85%
STIF Formula	4135	0.00	0.00	484,721.00	(298,895.00)	38.33%
STIF Intercommunity	4136	0.00	38,939.00	304,000.00	(265,061.00)	12.80%
STIF Discretionary	4137	0.00	16,409.00	352,000.00	(335,591.00)	4.66%
Capital Grants	4210	0.00	0.00	1,091,000.00	(1,091,000.00)	0.00%
Grants - FTA 5311	4220	0.00	181,955.00	395,000.00	(213,045.00)	46.06%
NWOTA Partner Cont. Match	4225	0.00	21,000.00	42,000.00	(21,000.00)	50.00%
Grants - STF	4230	0.00	33,850.00	67,700.00	(33,850.00)	50.00%
Grants - 5311 (f)	4240	0.00	32,742.00	184,000.00	(151,258.00)	17.79%
Grants - 5310	4245	0.00	3,120.00	332,000.00	(328,880.00)	0.93%
Special Bus Operations	4300	0.00	0.00	2,500.00	(2,500.00)	0.00%
Miscellaneous Income	4400	57.00	7,805.09	5,000.00	2,805.09	156.10%
Sale of Assets - Income	4410	0.00	0.00	10,000.00	(10,000.00)	0.00%
Interest Income	4510	1,127.08	6,328.25	32,500.00	(26,171.75)	19.47%
Advertising Income	4520	0.00	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	4900	1,900.00	9,500.00	23,000.00	(13,500.00)	41.30%
Lease Operational Exp Income	4910	945.02	3,681.34	18,000.00	(14,318.66)	20.45%
Transfer From General Fund	4911	135,050.00	147,050.00	157,050.00	(10,000.00)	93.63%

Monthly BOD Report w/YTD Budget & Variance

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Date: 12/9/20 10:23:22 AM

# Tillamook County Transportation District

## Financial Statement

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Transfer from Veh. Purch. Res.	4915	0.00	0.00	31,835.00	(31,835.00)	0.00%
Transfer from STF Fund	4916	0.00	0.00	46,786.00	(46,786.00)	0.00%
Transfer from STIF Fund	4918	33,693.00	33,693.00	945,000.00	(911,307.00)	3.56%
<b>Total Resources</b>	<b>1,207,371.14</b>	<b>221,458.33</b>	<b>2,078,870.54</b>	<b>8,951,927.00</b>	<b>(6,873,056.46)</b>	<b>23.22%</b>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	5010	29,283.38	30,500.00	132,913.94	233,086.06	36.31%
Payroll: Dispatch	5020	7,847.63	7,666.67	44,832.10	47,167.90	48.73%
Payroll: Drivers	5030	79,177.79	93,333.33	450,466.78	669,533.22	40.22%
Payroll: Maintenance	5040	5,166.80	5,833.33	29,843.36	40,156.64	42.63%
Payroll Expense	5050	9,258.02	10,291.67	49,310.39	74,189.61	39.92%
Payroll Healthcare	5051	29,158.15	36,446.00	152,936.63	284,415.37	34.96%
Payroll Retirement	5052	5,889.26	5,875.00	29,217.27	41,282.73	41.44%
Payroll Veaba	5053	3,265.76	3,800.00	17,157.72	28,442.28	37.62%
Workers Compensation Ins.	5055	0.00	2,666.67	39,813.63	(7,813.63)	124.41%
<b>Total Personnel Services</b>	<b>169,046.79</b>	<b>196,412.67</b>	<b>946,491.82</b>	<b>2,356,952.00</b>	<b>1,410,460.18</b>	<b>40.16%</b>
<b>Materials and Services</b>						
Professional Services	5100	5,323.20	9,187.50	71,322.90	38,927.10	64.69%
Administrative Support	5101	0.00	2,083.33	5,587.50	19,412.50	22.35%
Website Maintenance	5102	0.00	625.00	0.00	7,500.00	0.00%
Planning	5103	7,517.20	2,500.00	24,483.57	5,516.43	81.61%
Dues & Subscriptions	5120	942.62	1,250.00	7,863.59	7,136.41	52.42%
Office Equipment R&R	5140	236.49	333.33	1,137.37	2,862.63	28.43%
Computer R&M	5145	2,538.65	3,375.00	17,499.89	23,000.11	43.20%

Monthly BOD Report w/YTD Budget & Variance

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# Tillamook County Transportation District

## Financial Statement

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Fees & Licenses	2,440.97	2,583.33	7,386.80	31,000.00	23,613.20	23.82%
Insurance	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Office Expenses	2,777.04	1,250.00	10,675.65	15,000.00	4,324.35	71.17%
Board Expenses	474.00	1,083.33	2,746.18	13,000.00	10,253.82	21.12%
Operational Expenses	3,974.92	3,374.99	22,345.90	40,500.00	18,154.10	55.17%
Drug & Alcohol Administration	200.00	208.33	735.00	2,500.00	1,765.00	29.40%
Marketing	1,363.47	4,583.34	10,909.58	55,000.00	44,090.42	19.83%
Website Re-Design	0.00	6,250.00	22,825.00	75,000.00	52,175.00	30.43%
Transit Access Project	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
Telephone Expense	1,334.75	1,633.33	8,431.89	19,600.00	11,168.11	43.01%
Travel & Training	767.42	2,666.68	6,068.95	32,000.00	25,931.05	18.96%
Vehicle Expense	9,970.09	16,666.67	72,890.81	200,000.00	127,109.19	36.44%
Fuel Expenses	15,603.37	20,833.33	76,799.22	250,000.00	173,200.78	30.71%
Postage	149.99	166.67	806.55	2,000.00	1,193.45	40.32%
Mgmt/Labor Recreation Fund	0.00	225.67	0.00	2,708.00	2,708.00	0.00%
Transit & Visitor Center Lease	1,400.00	700.00	4,200.00	0.00	(4,200.00)	0.00%
Transit & Visitor Center Maint	2,705.18	1,500.00	7,849.46	18,000.00	10,150.54	43.60%
General Operating Cont.	0.00	0.00	0.00	250,000.00	250,000.00	0.00%
Property Operating Expenses	2,066.37	2,041.67	7,162.31	24,500.00	17,337.69	29.23%
Flex Lease: Fees	0.00	41.67	0.00	500.00	500.00	0.00%
Property Maint. & Repair	4,549.05	2,083.33	13,740.99	25,000.00	11,259.01	54.96%
Operations Facility Maint.	75.90	333.33	1,358.12	4,000.00	2,641.88	33.95%
Total Materials and Services	66,410.68	95,913.16	407,315.06	1,392,558.00	985,242.94	29.25%
Special Payments						
STF Payments to Recipients	0.00	1,742.83	10,458.00	20,914.00	10,456.00	50.00%

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Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
STIF Payments to Recipients	0.00	0.00	2,500.00	5,000.00	2,500.00	50.00%
Total Special Payments	0.00	1,742.83	12,958.00	25,914.00	12,956.00	50.00%
Transfers						
Transfer to LGIP 5931	0.00	0.00	0.00	31,835.00	31,835.00	0.00%
Transfer to Property Mgmt	135,050.00	0.00	135,050.00	135,050.00	0.00	100.00%
Transfer to General Fund	33,693.00	0.00	33,693.00	930,786.00	897,093.00	3.61%
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	76,000.00	64,000.00	15.78%
Reserve for Future Expenditure	0.00	0.00	0.00	701,835.00	701,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	1,020,647.00	1,020,647.00	0.00%
Total Transfers	168,743.00	0.00	180,743.00	2,906,153.00	2,725,410.00	6.22%
Capital Outlay						
Debt Service						
Flex Lease: Principal	55,110.00	4,583.33	55,110.00	55,000.00	(110.00)	100.20%
Flex Lease: Interest	1,512.50	504.17	1,512.50	6,050.00	4,537.50	25.00%
PUD Loan Expense	602.58	625.00	3,012.90	7,500.00	4,487.10	40.17%
OTIB TVC LOAN	0.00	0.00	0.00	4,800.00	4,800.00	0.00%
OTIB Debt Service	0.00	0.00	13,155.22	30,000.00	16,844.78	43.85%
Total Debt Service	57,225.08	5,712.50	72,790.62	103,350.00	30,559.38	70.43%
Capital Purchases						
Building Repair & Renovation	35,852.14	2,500.00	36,002.12	30,000.00	(6,002.12)	120.00%
Bus Replacement/Addition	0.00	0.00	0.00	840,000.00	840,000.00	0.00%
Van Replacement/Addition	0.00	0.00	0.00	505,000.00	505,000.00	0.00%
Computer Upgrade	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Fuel Cell Triangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%

Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
**Financial Statement**

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
6040 Bus Stop Signage/Shelters	0.00	13,750.00	5,679.00	165,000.00	159,321.00	3.44%
6050 Other Capital Projects	133,993.00	51,333.33	173,201.22	616,000.00	442,798.78	28.11%
Total Capital Purchases	169,845.14	68,500.00	214,882.34	2,167,000.00	1,952,117.66	9.92%
Total Capital Outlay	227,070.22	74,212.50	287,672.96	2,270,350.00	1,982,677.04	12.67%
Total Expenses	631,270.69	368,281.16	1,835,180.84	8,951,927.00	7,116,746.16	20.50%

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**Tillamook County Transportation District**  
Financial Statement

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
<b>Resources</b>						
4026 NWR Revenue	322,757.45	437,316.67	1,423,894.61	5,247,800.00	(3,823,905.39)	27.13%
4027 NWR Reserve	0.00	0.00	149,510.34	0.00	149,510.34	0.00%
4220 Grants - FTA 5311	0.00	0.00	14,434.37	0.00	14,434.37	0.00%
4510 Interest Income	0.00	0.00	100.00	0.00	100.00	0.00%
<b>Total Resources</b>	<b>322,757.45</b>	<b>437,316.67</b>	<b>1,587,939.32</b>	<b>5,247,800.00</b>	<b>(3,659,860.68)</b>	<b>30.26%</b>
<b>Expenses</b>						
<b>Personnel Services</b>						
5010 Payroll: Administration	20,691.22	23,750.00	111,834.80	285,000.00	173,165.20	39.24%
5041 Payroll: Indirect	400.00	2,500.00	4,180.00	30,000.00	25,820.00	13.93%
5050 Payroll Expense	1,556.05	2,083.33	9,470.88	25,000.00	15,529.12	37.88%
5051 Payroll Healthcare	8,018.66	9,166.67	41,660.89	110,000.00	68,339.11	37.87%
5052 Payroll Retirement	1,136.54	1,250.00	6,364.14	15,000.00	8,635.86	42.42%
5053 Payroll Veba	875.64	1,083.33	4,595.34	13,000.00	8,404.66	35.34%
5055 Workers Compensation Ins.	0.00	0.00	318.42	0.00	(318.42)	0.00%
<b>Total Personnel Services</b>	<b>32,678.11</b>	<b>39,833.33</b>	<b>178,424.47</b>	<b>478,000.00</b>	<b>299,575.53</b>	<b>37.33%</b>
<b>Materials and Services</b>						
5100 Professional Services	100.00	416.67	8,821.57	5,000.00	(3,821.57)	176.43%
5120 Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
5140 Office Equipment R&R	236.49	333.33	1,137.37	4,000.00	2,862.63	28.43%
5145 Computer R&M	1,502.00	1,250.00	7,510.00	15,000.00	7,490.00	50.06%
5150 Fees & Licenses	0.00	1,250.00	10,024.99	15,000.00	4,975.01	66.83%
5160 Insurance	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
5170 Office Expenses	165.77	833.33	1,871.22	10,000.00	8,128.78	18.71%

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NWR

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**Tillamook County Transportation District**

Financial Statement

From 11/1/2020 Through 11/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Operational Expenses	5180	0.00	511.73	1,500.00	988.27	34.11%
Telephone Expense	5210	969.13	13,840.64	20,000.00	6,159.36	69.20%
Travel & Training	5220	157.75	182.69	5,000.00	4,817.31	3.65%
Postage	5260	109.95	249.75	1,000.00	750.25	24.97%
Purchased Transportation	5265	297,167.90	993,798.67	4,000,000.00	3,006,201.33	24.84%
Member Mileage Reimbursement	5266	15,000.00	51,920.00	275,000.00	223,080.00	18.88%
Volunteer Mileage Reimburse	5267	27,494.02	98,039.30	400,000.00	301,960.70	24.50%
Office Rent	5281	400.00	2,000.00	4,800.00	2,800.00	41.66%
Property Operating Expenses	5300	328.77	1,495.85	10,000.00	8,504.15	14.95%
Total Materials and Services		343,631.78	1,191,403.78	4,769,800.00	3,578,396.22	24.98%
Total Expenses		376,309.89	1,369,828.25	5,247,800.00	3,877,971.75	26.10%

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<b>FRED MEYER CARD CHARGES</b>		
<b>Date</b>	<b>Description of Transaction</b>	<b>Amount</b>
	<b>DOUG PILANT CARD #1</b>	
	<b>TABATHA WELCH #5</b>	
10/28/2020	SNACKS FOR STAFF MEETING	\$ 19.69
	<b>BRENT OLSON CARD #3</b>	
10/22/20	COFFEE FOR BREAK ROOM	\$ 9.49
11/04/20	COFFEE & DONUTS FOR STAFF	\$ 32.96
		\$ 42.45
	<b>CATHY BOND CARD #4</b>	
10/14/20	OFFICE SUPPLIES/ADMIN	\$ 89.99
10/19/20	NWR STAFF LUNCH	\$ 83.63
10/22/20	MEALS/STAFF BOARD MEETING	\$ 99.17
11/05/20	MEALS/NWR TRAINING + (\$29.98 MOUSE)	\$ 104.10
		\$ 376.89
	<b>CLAYTON NORRBOM CARD # 6</b>	
10/16/20	SNACKS/ANNUAL DRIVER TRAINING	\$ 46.46
10/18/20	COVID-BUS CLEANING SUPPLIES	\$ 64.90
11/03/20	COVID-BUS CLEANING SUPPLIES	\$ 29.97
11/04/20	COVID-BUS CLEANING SUPPLIES	\$ 74.86
11/07/20	COVID-BUS CLEANING SUPPLIES	\$ 57.90
		\$ 274.09
	<b>Grand Total</b>	\$ 713.12
<b>APPROVAL DATE</b>		

UMPQUA BANK: CLOSING DATE 11/25/2020			
Date	Vendor	Description of Transaction	Amount
<b>DOUG PILANT</b>			
10/26/20	FACEBOOK	ADVERTISING	\$ 39.55
10/27/20	VIRTUAL POST MAIL	POSTAGE	\$ 25.00
11/23/20	EPSON STORE	PRINTER TONER CARTRIDGES	\$ 115.88
			<b>\$ 180.43</b>
<b>CATHY BOND</b>			
10/26/20	ADOBE ACROPRO	ADOBE SOFTWARE	\$ 79.99
10/28/20	AMAZON.COM	COVID-DRINKING FOUNTAINS	\$ 999.90
10/29/20	UPS	NWR POSTAGE	\$ 100.00
11/03/20	ENDICIA	NWR SOFTWARE	\$ 9.95
11/06/20	ADOBE ACROPRO	ADOBE SOFTWARE	\$ 24.99
11/23/20	IRON MOUNTAIN	SHREDDING	\$ 101.67
11/23/20	LANGUAGE LINE	NWR TELEPHONE	\$ 31.60
11/24/20	ADOBE ACROPRO	ADOBE SOFTWARE	\$ 79.99
			<b>\$ 1,428.09</b>
<b>BRENT OLSON</b>			
10/26/20	MTC PRO	SOFTWARE	\$ 98.00
10/27/20	COMMUNITY TRANSPORT	TRAINING/ODOT VEHICLE MAINT.	\$ 500.00
10/30/20	FAT DOG PIZZA	DISPATCH / NWR MEALS	\$ 50.50
11/10/20	SQ SAB	MEAL/ODOT TRAINING	\$ 11.00
11/12/20	PACIFIC RESTAURANT	MEAL/ODOT TRAINING	\$ 10.00
11/16/20	TILLAMOOK CTY HEALTH	CDL PHYSICAL-BRENT	\$ 95.00
11/20/20	GDI MEDICAL	COVID - FACE MASKS	\$ 390.00
11/24/20	MTC PRO	SOFTWARE	\$ 98.00
			<b>\$ 1,252.50</b>
<b>TABATHA WELCH</b>			
10/28/20	INEX GEAR	COVID-FACE MASKS	\$ 92.80
10/28/20	AMAZON.COM	COVID-FACE MASKS	\$ 28.00
10/30/20	DISCOUNT MUGS	EMPLOYEE OF THE YEAR AWARD	\$ 82.33
10/30/20	AMAZON.COM	COVID-FACE MASKS	\$ 28.00
11/04/20	AMAZON.COM	COVID-FACE MASKS(379.90) CALENDARS(101.06)	\$ 480.96
11/06/20	AMAZON.COM	CALENDAR	\$ 11.66
11/09/20	COSTCO	COVID-CLOROX WIPES	\$ 9.99
11/09/20	USPS STAMPS ENDICIA	POSTAGE	\$ 100.00
11/16/20	ENDICIA	POSTAGE	\$ 24.99
11/17/20	AMAZON.COM	AMAZON PRIME MONTHLY DUES	\$ 12.99
11/19/20	SAFEWAY	COVID-CLOROX WIPES	\$ 9.98
11/20/20	AMAZON.COM	COVID-FACE MASKS	\$ 211.86
11/20/20	AMAZON.COM	COVID-FACE MASKS	\$ 39.98
11/23/20	ETSY	COVID-FACE MASKS	\$ 154.40
11/20/20	ETSY	TRANSACTION FEE	\$ 4.63
11/23/20	BATH & BODY WORKS	HAND SANITIZER/CHRISTMAS BAGS	\$ 96.00
11/23/20	AMAZON.COM	CHRISTMAS BAGS	\$ 21.99
11/23/20	AMAZON.COM	COVID-FOREHEAD THERMOMETER	\$ 45.98
11/23/20	WERNERS	MEALS/TABATHA & CATHY BOARD MEETING	\$ 13.90
			<b>\$ 1,470.44</b>
<b>CLAYTON NORRBOM</b>			
11/23/20	CARLS JR	MEALS/BUS SHUTTLE-CALYTON & VERN	\$ 20.87
			<b>\$ 20.87</b>
<b>STATEMENT TRUE UP</b>			
			<b>Charges total \$ 4,352.33</b>
			<b>Grand Total \$ 4,352.33</b>
<b>APPROVAL</b>		<b>DATE</b>	



November 2020 Statement

Open Date: 10/24/2020 Closing Date: 11/24/2020

Account: **Cardmember Service**  
TILLAMOOK CNTY TRANS (CPN 001469460)  
BUS 30 ELN 8

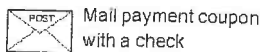
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15

<b>New Balance</b>	<b>\$4,352.32</b>
<b>Minimum Payment Due</b>	<b>\$44.00</b>
<b>Payment Due Date</b>	<b>12/22/2020</b>

<b>Reward Points</b>	
Earned This Statement	4,440
Reward Center Balance as of 11/23/2020	60,364
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$2,251.69
Payments	-	\$2,251.70 <sub>CR</sub>
Other Credits		\$0.00
Purchases	+	\$4,347.70
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	+	\$4.63
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$4,352.32</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$44.00</b>
Credit Line		\$10,000.00
Available Credit		\$5,647.68
Days in Billing Period		32

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

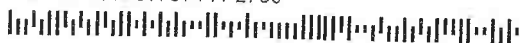


24-Hour Cardmember Service: 1-866-552-8855

- to pay by phone
- to change your address

000030621 01 SP 000638645644184 P Y

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



Account Number	)
Payment Due Date	12/22/2020
New Balance	\$4,352.32
Minimum Payment Due	\$44.00

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 11/23/2020**

Rewards Center Activity*	0
Rewards Center Balance	60,364

\*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	4,255	29,163
Gas, Restaurants & Telecom Double Points	185	9,704
<b>Total Earned</b>	<b>4,440</b>	<b>38,867</b>

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. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Annual Account Summary tool can help you review your spending and plan ahead. An updated monthly report is available at the beginning of each month, it provides a clear picture of your spending pattern for year-to-date purchases and the prior two years. Yearend summary of charges, Expense by category and print feature for tax reporting are a few of the many features available to you. For details, log in to [myaccountaccess.com/AAS](http://myaccountaccess.com/AAS).

**Transactions** PILANT, DOUGLAS Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/26	10/23	3731	FACEBK NHKRBZAQR2 650-5434800 CA	\$39.55	_____
10/27	10/27	3971	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
11/23	11/20	0784	EPSON *STORE 800-873-7766 CA	\$115.88	_____
<b>Total for Account</b>				<b>\$180.43</b>	

**Transactions** BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/26	10/23	0256	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____

Continued on Next Page

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Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/28	10/28	6082	Amazon.com*283AG6O21 Amzn.com/bill WA	\$999.90	_____
10/29	10/27	6490	USPS STAMPS ENDICIA 310-482-5800 CA	\$100.00	_____
11/03	11/02	2780	ENDICIA 800-576-3279 CA	\$9.95	_____
11/06	11/05	5339	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
11/23	11/22	4910	IRON MOUNTAIN 800-934-3453 MA	\$101.67	_____
11/23	11/20	5551	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
11/24	11/23	2343	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____
<b>Total for Account</b>				<b>\$1,428.09</b>	

Transactions WELCH, TABATHA Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/28	10/27	0483	SP * INEX GEAR HTTPSINEXGEAR CA	\$92.80	_____
10/28	10/27	1910	AMZN Mktp US*2T2ZA7R90 Amzn.com/bill WA	\$28.00	_____
10/30	10/29	8955	DISCOUNTMUGS.COM CAN@BELINCUSA FL	\$82.33	_____
10/30	10/29	0005	AMZN Mktp US*2T6EE4WV2 Amzn.com/bill WA	\$28.00	_____
11/04	11/03	7650	AMZN Mktp US*284ID9AN2 Amzn.com/bill WA	\$480.96	_____
11/06	11/05	9410	AMZN Mktp US*288JW8821 Amzn.com/bill WA	\$11.66	_____
11/09	11/07	8198	COSTCO WHSE #1059 WARRENTON OR	\$9.99	_____
11/09	11/06	9673	USPS STAMPS ENDICIA 888-434-0055 DC	\$100.00	_____
11/16	11/15	1693	ENDICIA 800-576-3279 CA	\$24.99	_____
11/17	11/16	9515	Amazon Prime*CK4YF8US3 Amzn.com/bill WA	\$12.99	_____
11/19	11/17	1516	SAFEWAY #2723 TILLAMOOK OR	\$9.98	_____
11/19	11/18	4636	AMZN Mktp US*Q89H31DS3 Amzn.com/bill WA	\$211.86	_____
11/20	11/19	6267	AMZN Mktp US*RF1CB2WG3 Amzn.com/bill WA	\$39.98	_____
11/20	11/20	4949	Etsy.com - flexysuppli Dublin IE 129.92 EURO	\$154.40	_____
11/23	11/20	3255	BATH AND BODY WORKS 51 LINCOLN CITY OR	\$16.00	_____
11/23	11/20	3263	BATH AND BODY WORKS 51 LINCOLN CITY OR	\$16.00	_____
11/23	11/20	3271	BATH AND BODY WORKS 51 LINCOLN CITY OR	\$16.00	_____
11/23	11/20	1961	BATH AND BODY WORKS 51 LINCOLN CITY OR	\$16.00	_____
11/23	11/20	1979	BATH AND BODY WORKS 51 LINCOLN CITY OR	\$16.00	_____
11/23	11/20	1987	BATH AND BODY WORKS 51 LINCOLN CITY OR	\$16.00	_____
11/23	11/21	3138	AMZN Mktp US*ST26E58X3 Amzn.com/bill WA	\$21.99	_____
11/23	11/21	7868	AMZN Mktp US*T74BK7ZP3 Amzn.com/bill WA	\$45.98	_____
11/23	11/19	3896	WERNER GOURMET MEAT SN TILLAMOOK OR	\$13.90	_____
<b>Total for Account</b>				<b>\$1,465.81</b>	

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**Transactions** OLSON, BRENT Credit Limit \$3000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/26	10/23	4934	FS *www.mtcpro.com 877-3278914 CA	\$98.00	_____
10/27	10/26	0366	COMMUNITY TRANSPORTATI 800-891-0590 DC	\$500.00	_____
10/30	10/29	5507	SQ *FAT DOG PIZZA TILLAMOOK OR	\$50.50	_____
11/10	11/09	7377	SQ *SAB Tillamook OR	\$11.00	_____
11/12	11/10	0049	PACIFIC RESTAURANT TILLAMOOK OR	\$10.00	_____
11/16	11/13	4553	TILLAMOOK COUNTY HEALT TILLAMOOK OR	\$95.00	_____
11/20	11/19	7848	SP *GDI MEDICAL HTTPSGDIMED.M PA	\$390.00	_____
11/24	11/23	2079	FS *www.mtcpro.com 877-3278914 CA	\$98.00	_____
<b>Total for Account</b>				<b>\$1,252.50</b>	

**Transactions** NORRBOM CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
11/23	11/20	1380	CARLS JR RESTAURANTS 8 KEIZER OR	\$20.87	_____
<b>Total for Account</b>				<b>\$20.87</b>	

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
11/18	11/18	8	PAYMENT THANK YOU	\$250.13CR	_____
11/18	11/18	8	PAYMENT THANK YOU	\$2,001.57CR	_____
<b>Fees</b>					
11/20	11/20	4949	FRGN TRANS FEE-Etsy.com - flexysuppli Du	\$4.63	_____
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$4.63</b>	
<b>Total for Account</b>				<b>\$2,247.07CR</b>	

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$4.63
Total Interest Charged in 2020	\$0.00

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**Tillamook County Transportation District**  
 Normal Trial Balance  
 From 11/30/2020 Through 11/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	727,001.35	
1006	Payroll Checking	15,415.46	
1009	NW RIDES ACCOUNT	177,543.23	
1011	Prop. Mgmt. Checking	64,698.33	
1020	LGIP - General Account	1,336,527.01	
1030	LGIP - Capital Reserve	940,916.67	
1040	Petty Cash	200.00	
Report Total		3,262,302.05	0.00
Report Difference		3,262,302.05	

*AW*  
 12-5-20  
 GW  
 12-4-20

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**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 11/1/2020 Through 11/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15215	11/20/2020	(50.00)	JIM HUFFMAN	02.20.2020 BOARD MEETING
15774	11/20/2020	(50.00)	JIM HUFFMAN	BOARD MEETING 9-17-20
15863	11/4/2020	850.00	WAVE	OCTOBER TELEPHONE TCTD & NV
15864	11/4/2020	3,450.00	COMPLETE HOME MAINTENANCE	BUS STOPS/GRANT 34225
15865	11/4/2020	2,000.00	CORPORATE TRADITIONS	CHRISTMAS GIFT CARDS EMPLOYEES/BOARD
15866	11/4/2020	100.00	CRYSTAL AND SIERRA SPRINGS	WATER
15867	11/4/2020	34.50	DONALD ATTLEBERGER	MILEAGE
15868	11/4/2020	108.44	CENTURYLINK	HARD LINE/FAX LINE 815-2834 (N
15869	11/4/2020	50.00	Gary A. Hanenkrat	10.22.20 BOARD MEETING
15870	11/4/2020	548.87	GOVERNMENT ETHICS COMM UNIT 24	OREGON GOVERNMENT ETHICS
15871	11/4/2020	50.00	JACKIE EDWARDS	10.22.20 BOARD MEETING
15872	11/4/2020	50.00	JIM HUFFMAN	10.22.20 BOARD MEETING
15873	11/4/2020	1,666.00	JORDAN SCHRADER RAMIS, PC	LEGAL/ECOLANE
15874	11/4/2020	50.00	JUDY RIGGS	10.22.20 BOARD MEETING
15875	11/4/2020	2,514.27	KITTELSON & ASSOCIATES, INC.	LEGAL/STIF PLANNING
15876	11/4/2020	50.00	Linda Adler	10.22.20 BOARD MEETING
15877	11/4/2020	50.00	MARTY HOLM	10/22/2020 BOARD MEETING
15878	11/4/2020	50.00	MELISSA CARLSON-SWANSON	10.22.20 BOARD MEETING
15879	11/4/2020	115.00	North Coast Lawn	LAWN MAINTENANCE
15880	11/4/2020	7,136.25	NELSON NYGAARD	TCTD FARE POLICY
15881	11/4/2020	17.12	Office Depot Credit Plan	OFFICE SUPPLY
15881	11/4/2020	20.21	Office Depot Credit Plan	OFFICE SUPPLY
15881	11/4/2020	1.49	Office Depot Credit Plan	LETTER OPENER
15882	11/4/2020	41.25	Oregon State Police	BACKGROUND CHECK
15883	11/4/2020	120.96	PACIFIC CITY SUN	ADVERTISING
15883	11/4/2020	120.96	PACIFIC CITY SUN	ADVERTISING
15884	11/4/2020	872.43	PETROCARD INC.	FUEL
15885	11/4/2020	42.35	PORTLAND GENERAL	SALEM ELECTRIC
15886	11/4/2020	2,939.14	PACIFIC FITNESS PRODUCTS	WELLNESS CENTER EQUIPMENT/L EXTENSION
15887	11/4/2020	459.71	PINPOINT STITCHES AND INK LLC	UNIFORMS
15888	11/4/2020	13,191.41	Sheldon Oil Distributors	FUEL
15889	11/4/2020	118.00	SUNFLOWER FLATS	FLOWERS/JULES/DANIELL
15890	11/4/2020	87.96	TILLAMOOK FARMERS COOP	SAFETY CONES
15891	11/4/2020	394.80	VERIZON	TABLET DATA
15892	11/12/2020	305.00	ALL CLEAR AUDIO AND GLASS LLC	WINDSHIELD 204
15892	11/12/2020	289.00	ALL CLEAR AUDIO AND GLASS LLC	WINDSHIELD - 303
15893	11/12/2020	441.72	ALSCO - Portland Linen	OCTOBER MAT SERVICE
15894	11/12/2020	2,272.00	APW DISTRIBUTING	PORTABLE PRESSURE WASHER MISTER/COVID
15895	11/12/2020	354.00	Batteries Northwest	VEHICLE MAINTENANCE-BATTERII
15896	11/12/2020	159.01	CAR CARE SPECIALISTS, INC.	VEHICLE MAINTENANCE
15897	11/12/2020	53.26	Advance Auto Parts	VEHICLE MAINTENANCE-INVENTO
15898	11/12/2020	700.00	City Of Tillamook	TRANSIT CENTER LEASE NOV 202
15899	11/12/2020	138.34	O'REILLY AUTOMOTIVE STORES	VEHICLE MAINTENANCE
15900	11/12/2020	117,310.00	ECOLANE USA, INC.	ECOLANE - GRANT 34244
15901	11/12/2020	199.00	FAGAN'S AUTO ELECTRIC	VEHICLE MAINTENANCE-INVENTO
15902	11/12/2020	996.14	FleetPride, Inc.	VEHICLE MAINTENANCE
15903	11/12/2020	1,598.00	ICON HEALTH & FITNESS	COVID - WELLNESS CENTER-GRAN CRF1699
15904	11/12/2020	61.50	KEMPS NORTH COAST TOOLS	VEHICLE MAINTENANCE-TOOLS
15904	11/12/2020	71.75	KEMPS NORTH COAST TOOLS	VEHICLE MAINTENANCE-TOOLS
15904	11/12/2020	75.50	KEMPS NORTH COAST TOOLS	VEHICLE MAINTENANCE-TOOLS
15904	11/12/2020	40.20	KEMPS NORTH COAST TOOLS	VEHICLE MAINTENANCE-TOOLS
15905	11/12/2020	4,444.83	LES SCHWAB WAREHOUSE CENTER	TIRES
15906	11/12/2020	4,766.99	McCOY FREIGHTLINER	VEHICLE MAINTENANCE

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**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 11/1/2020 Through 11/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15907	11/12/2020	545.92	DAVISON AUTO PARTS, INC.	VEHICLE MAINTENANCE-INVENTO
15908	11/12/2020	1,025.00	NATHAN LEVIN	NOVEMBER LEASE
15909	11/12/2020	300.00	NORTHSIDE FORD	BUS 30 ELECTRICAL REPAIR
15910	11/12/2020	14,513.00	OREGON CORRECTIONS ENTERPRISES	COVID-TRAINING ROOM-GRANT C 1699
15911	11/12/2020	227.20	Carole Richardson	NWOTA PROFESSIONAL SVC
15912	11/12/2020	94.81	Rosenberg Builders Supply	SHOP SUPPLY
15913	11/12/2020	2,001.57	CARDMEMBER SERVICE	OCTOBER CARD CHARGES
15914	11/12/2020	50.00	ZWALD INDUSTRIAL SERVICES	BACKFLOW TEST
15915	11/19/2020	820.70	ADP, LLC	PAYROLL SERVICES
15916	11/19/2020	100.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREENING
15917	11/19/2020	312.50	Bullard Law, P.C.	2019 SUCCESSOR BARGAINING
15918	11/19/2020	107.07	COMCAST	SALEM INTERNET
15919	11/19/2020	1,082.00	COUNTRY MEDIA	ADVERTISING
15919	11/19/2020	124.00	COUNTRY MEDIA	PUBLIC MEETING NOTICES
15920	11/19/2020	500.00	EMPLOYMENT RELATIONS BOARD	MEDIATION TCTD AND ATU
15921	11/19/2020	498.15	GenXsys Solutions, LLC	COMPUTER SUPPORT
15921	11/19/2020	1,498.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
15922	11/19/2020	180.00	GISI MARKETING GROUP	GRAPHIC DESIGN/LETTERHEAD
15923	11/19/2020	1,295.09	Marie Mills Center, Inc	JANITORIAL AT TRANSIT CENTER
15924	11/19/2020	779.41	PETROCARD INC.	FUEL
15925	11/19/2020	236.49	Pacific Office Automation	COPIER LEASE
15926	11/19/2020	312.96	STEVENS INTEGRATED SOLUTIONS	PRINTING/CONNECTOR PASSES
15927	11/19/2020	195.00	TRANSPORT WISDOM, LTD	CDL TESTING
15928	11/19/2020	2,060.00	TRILLIUM SOLUTIONS, INC.	SWIFTLY GPS UNITS
15929	11/19/2020	49.95	VANIR BROADBAND, INC.	INTERNET
15930	11/20/2020	50.00	JIM HUFFMAN	02.20.2020 BOARD MEETING
15930	11/20/2020	50.00	JIM HUFFMAN	BOARD MEETING 9-17-20
Report Total		200,486.18		

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**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 11/1/2020 Through 11/30/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5603	11/4/2020	HRA VEBA TRUST
5604	11/13/2020	SPECIAL DISTRICTS INS. SERVICE
5605	11/20/2020	ATU LOCAL #757

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 11/1/2020 Through 11/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2707	11/5/2020	(13,851.35)	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2707	11/5/2020	(7,583.50)	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2741	11/4/2020	686.94	WAVE	OCTOBER TELEPHONE TCTD & NW WATER
2742	11/4/2020	81.62	CRYSTAL AND SIERRA SPRINGS	HARD LINE/FAX LINE 815-2834 (N
2743	11/4/2020	48.40	CENTURYLINK	LAWN MAINTENANCE
2744	11/4/2020	100.00	North Coast Lawn	office supply
2745	11/4/2020	58.99	Office Depot Credit Plan	office supplies
2745	11/4/2020	95.52	Office Depot Credit Plan	UNIFORMS
2746	11/4/2020	65.99	PINPOINT STITCHES AND INK LLC	NWR OCTOBER BENEFITS
2747	11/4/2020	9,955.96	TILLAMOOK CNTY TRANS. DIST.	NWR INDIRECT
2748	11/4/2020	360.00	TILLAMOOK CNTY TRANS. DIST.	NWR 102320 PAYROLL
2749	11/4/2020	9,851.76	TILLAMOOK CNTY TRANS. DIST.	WATER/SEWER
2750	11/4/2020	267.20	TILLAMOOK CITY UTILITIES	TRANSPORTATION PROVIDER
2751	11/5/2020	13,851.35	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2751	11/5/2020	7,583.50	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2752	11/12/2020	1,244.38	ALFREDO EVANGELISTA	NWR VOLUNTEER MILEAGE
2753	11/12/2020	2,594.50	JANNA SMITH	NWR VOLUNTEER MILEAGE
2754	11/12/2020	3,544.25	JOHN REKART JR	NWR VOLUNTEER MILEAGE
2755	11/12/2020	2,857.63	KANDIS LIDAY	NWR VOLUNTEER MILEAGE
2756	11/12/2020	213.90	LEANN CHUINARD	NWR VOLUNTEER MILEAGE
2757	11/12/2020	2,808.68	SEAN REKART	NWR VOLUNTEER MILEAGE
2758	11/12/2020	600.87	TILLAMOOK CNTY TRANS. DIST.	OCTOBER RENT/UTILITY
2759	11/12/2020	250.13	CARDMEMBER SERVICE	OCTOBER CARD CHARGES
2760	11/12/2020	1,734.18	VAL HOLYOAK	NWR VOLUNTEER MILEAGE
2761	11/12/2020	2,496.50	WILLIAM NERENBERG	NWR VOLUNTEER MILEAGE
2762	11/19/2020	1,916.52	AAA RIDE ASSIST	NWR PROVIDER TRANSPORTATIO
2762	11/19/2020	2,036.52	AAA RIDE ASSIST	NWR PROVIDER TRANSPORTATIO
2762	11/19/2020	1,571.40	AAA RIDE ASSIST	NWR PROVIDER TRANSPORTATIO
2763	11/19/2020	100.00	ADP, LLC	PAYROLL SERVICES
2764	11/19/2020	1,502.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
2765	11/19/2020	3,642.91	COLUMBIA MEDICAL	NWR PROVIDER TRANSPORTATIO
2765	11/19/2020	4,907.45	COLUMBIA MEDICAL	NWR PROVIDER TRANSPORTATIO
2765	11/19/2020	5,218.42	COLUMBIA MEDICAL	NWR PROVIDER TRANSPORTATIO
2766	11/19/2020	7,436.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2767	11/19/2020	531.25	MTN RETREAT SECURE TRANSPORT	NWR PROVIDER TRANSPORTATIO
2767	11/19/2020	375.00	MTN RETREAT SECURE TRANSPORT	NWR PROVIDER TRANSPORTATIO
2768	11/19/2020	236.49	Pacific Office Automation	copier lease
2769	11/19/2020	13,583.86	RYANS TRANSPORTATION SERVICE	NWR PROVIDER TRANSPORTATIO
2769	11/19/2020	14,261.75	RYANS TRANSPORTATION SERVICE	NWR PROVIDER TRANSPORTATIO
2769	11/19/2020	13,231.80	RYANS TRANSPORTATION SERVICE	NWR PROVIDER TRANSPORTATIO
2769	11/19/2020	12,330.42	RYANS TRANSPORTATION SERVICE	NWR PROVIDER TRANSPORTATIO
2770	11/19/2020	1,537.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2770	11/19/2020	1,687.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2771	11/19/2020	2,637.00	TILLAMOOK CNTY TRANS. DIST.	NWR PROVIDER TRANSPORTATIO
2772	11/19/2020	4,357.50	TILLAMOOK CNTY TRANS. DIST.	NWR PROVIDER TRANSPORTATIO
2773	11/19/2020	4,162.00	TILLAMOOK CNTY TRANS. DIST.	NWR PROVIDER TRANSPORTATIO
2774	11/19/2020	6,128.25	TILLAMOOK CNTY TRANS. DIST.	NWR PROVIDER TRANSPORTATIO
2775	11/19/2020	6,363.75	TILLAMOOK CNTY TRANS. DIST.	NWR PROVIDER TRANSPORTATIO
2776	11/19/2020	7,102.50	TILLAMOOK CNTY TRANS. DIST.	NWR PROVIDER TRANSPORTATIO
2777	11/19/2020	8,778.00	WAPATO SHORES	NWR PROVIDER TRANSPORTATIO
2778	11/24/2020	1,713.64	AAA RIDE ASSIST	NWR PROVIDER TRANSPORTATIO
2778	11/24/2020	2,039.24	AAA RIDE ASSIST	NWR PROVIDER TRANSPORTATIO
2779	11/24/2020	6,265.80	COLUMBIA COUNTY RIDER	NWR PROVIDER TRANSPORTATIO
2780	11/24/2020	4,744.52	COLUMBIA MEDICAL	NWR PROVIDER TRANSPORTATIO
2780	11/24/2020	3,866.93	COLUMBIA MEDICAL	NWR PROVIDER TRANSPORTATIO
2781	11/24/2020	5,945.85	K & M MEDIVAN	NWR PROVIDER TRANSPORTATIO
2781	11/24/2020	5,362.50	K & M MEDIVAN	NWR PROVIDER TRANSPORTATIO

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**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 11/1/2020 Through 11/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2781	11/24/2020	5,749.15	K & M MEDIVAN	NWR PROVIDER TRANSPORTATIO
2781	11/24/2020	4,434.20	K & M MEDIVAN	NWR PROVIDER TRANSPORTATIO
2782	11/24/2020	5,743.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2782	11/24/2020	6,650.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2782	11/24/2020	6,151.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2782	11/24/2020	6,452.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2782	11/24/2020	7,295.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2782	11/24/2020	192.00	MEDIX AMBULANCE	NWR PROVIDER TRANSPORTATIO
2783	11/24/2020	4,337.70	METRO WEST	AFTER HOURS PHONES
2784	11/24/2020	13,141.92	RYANS TRANSPORTATION SERVICE	NWR PROVIDER TRANSPORTATIO
2784	11/24/2020	13,065.95	RYANS TRANSPORTATION SERVICE	NWR PROVIDER TRANSPORTATIO
2785	11/24/2020	1,902.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2785	11/24/2020	1,646.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2785	11/24/2020	860.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2785	11/24/2020	1,291.00	SUNSET EMPIRE TRANSIT	SUNSET OCT BUS PASS
2785	11/24/2020	1,062.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2785	11/24/2020	1,308.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2785	11/24/2020	850.00	SUNSET EMPIRE TRANSIT	NWR PROVIDER TRANSPORTATIO
2786	11/24/2020	7,824.50	TILLAMOOK CNTY TRANS. DIST.	OCT 2020 COVID MEALS
2787	11/24/2020	8,707.50	WAPATO SHORES	NWR PROVIDER TRANSPORTATIO
2787	11/24/2020	10,211.25	WAPATO SHORES	NWR PROVIDER TRANSPORTATIO
2787	11/24/2020	7,301.75	WAPATO SHORES	NWR PROVIDER TRANSPORTATIO
2787	11/24/2020	8,708.00	WAPATO SHORES	NWR PROVIDER TRANSPORTATIO
2788	11/24/2020	2,927.20	WILLAMETTE VALLEY TRANSPORT	NWR PROVIDER TRANSPORTATIO
Report Total		323,301.79		

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**Tillamook County Transportation District**

Check/Voucher Register  
1011 - Prop. Mgmt. Checking  
From 11/1/2020 Through 11/30/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4342	11/4/2020	900.00	CHRISSY'S CLEANING SERVICE	JANITORIAL
4343	11/4/2020	325.00	North Coast Lawn	LAWN MAINTENANCE
4344	11/12/2020	17,926.07	DANIEL E KEPHART	CARPETING AT 3RD STREET
4345	11/12/2020	56,622.50	US BANK NA	FLEX LEASE PAYMENT
4346	11/12/2020	167.95	CITY SANITARY SERVICE	OCTOBER
4347	11/19/2020	17,926.07	CONTRACT FURNISHINGS MART	CARPET REPLACEMENT AT 3600 3 ST
4348	11/19/2020	1,090.75	JNB MECHANICAL, INC.	HVAC MAINTENANCE
4349	11/19/2020	487.74	Marie Mills Center, Inc	JANITORIAL AT 3RD ST
Report Total		95,446.08		

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# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT

NOV 2020

RIDERSHIP BY SERVICE TYPE	NOV 2020	NOV 2019	YTD FY 20-21	YTD FY 19-20	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook County	803	990	4,264	5,316	-19.8%
NW Rides	398	779	2,067	3,859	-46.4%
<b>Dial-A-Ride Total</b>	<b>1,201</b>	<b>1,769</b>	<b>6,331</b>	<b>9,175</b>	<b>-31.0%</b>
<b><u>Deviated Fixed Route Service</u></b>					
Rt 1: Town Loop	2,467	3,618	13,446	18,623	-27.8%
Rt 2: Netarts/Oceanside	409	586	2,270	3,236	-29.9%
Rt 3: Manzanita/Cannon Beach	1,674	2,909	10,076	15,638	-35.6%
Rt 4: Lincoln City	702	1,293	4,149	7,828	-47.0%
<b>Local Fixed Rt Total</b>	<b>5,252</b>	<b>8,406</b>	<b>29,941</b>	<b>45,325</b>	<b>-33.9%</b>
<b><u>Intercity Service</u></b>					
Rt 5: Portland	385	707	2,378	4,467	-46.8%
Rt 60X: Salem	502	961	2,826	5,118	-44.8%
Rt 70X: Grand Ronde	237	445	1,372	2,350	-41.6%
<b>Inter City Total</b>	<b>1,124</b>	<b>2,113</b>	<b>6,576</b>	<b>11,935</b>	<b>-44.9%</b>
<b><u>Other Services</u></b>					
Tripper Routes	46	104	176	539	-67.3%
Special Bus Operations	0	73	516	1,212	-57.4%
<b>Other Services Total</b>	<b>46</b>	<b>177</b>	<b>692</b>	<b>1,751</b>	<b>-60.5%</b>
<b>TOTAL ALL SERVICES</b>	<b>7,623</b>	<b>12,465</b>	<b>43,540</b>	<b>68,186</b>	<b>-36.1%</b>

<b>ONE-WAY TRIPS BY USER GROUP</b>					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	3,809	192	23,269	36,874	-36.9%
Senior/Disabled	2,106	961	17,356	26,432	-34.3%
Child/Youth (less than 18 years of age)	507	48	2,915	4,880	-40.3%
<b>Total</b>	<b>6,422</b>	<b>1,201</b>	<b>43,540</b>	<b>68,186</b>	<b>-36.1%</b>
<b>OTHER RIDER CATEGORIES</b>					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	46		309	448	-31.0%
Tillamook Bay Community College	129		675	998	-32.4%
NWOTA Visitor Pass	60		428	841	-49.1%
NW Rides		350	1,561	3,402	-54.1%
Helping Hands Shuttle		29	256	701	-63.5%

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## MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
<b><u>Dial-A-Ride Services</u></b>			
Nov-19	1.5	57.7%	70.48
Aug-20	1.5	39.6%	86.31
Sep-20	1.5	40.7%	85.48
Oct-20	1.5	40.9%	83.46
Nov-20	1.5	43.8%	82.26
<b>STANDARD</b>	<b>1.3</b>	<b>65.3%</b>	<b>56.36</b>
<b><u>Deviated Fixed Routes</u></b>			
Nov-19	6.1	9.5%	70.60
Aug-20	4.3	5.5%	87.09
Sep-20	4.1	5.2%	86.13
Oct-20	4.1	5.1%	84.23
Nov-20	4.0	4.6%	83.03
<b>STANDARD</b>	<b>7.0</b>	<b>12.4%</b>	<b>64.60</b>
<b><u>Intercity Services</u></b>			
Nov-19	3.2	20.3%	79.08
Aug-20	1.8	9.9%	98.10
Sep-20	1.8	9.8%	96.77
Oct-20	1.8	9.7%	94.76
Nov-20	1.8	9.5%	93.37
<b>STANDARD</b>	<b>2.9</b>	<b>31.5%</b>	<b>72.86</b>
<b><u>Other Services</u></b>			
Nov-19	5.2	9.1%	62.74
Aug-20	2.1	1.0%	77.26
Sep-20	2.4	0.2%	77.05
Oct-20	2.5	0.5%	75.34
Nov-20	2.6	0.7%	74.37
<b>STANDARD</b>	<b>6.9</b>	<b>10.7%</b>	<b>67.00</b>

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



Tillamook County Transportation District  
Actual FY 2020/2021

Year-to-Date Statistics and Performance

Route/Run	Thru Nov 2020				12/8/2020											
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngrs per Hour	Farebox Ratio	Passngr/\$ Subsidy	Average Fare (\$)	Revenue/Service Hour (\$)
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	14,935	4,264	1,863	2,371	34,202	16,692	90,743	5,353	35,088	147,876	79.38	2.3	10.1%	0.03	3.50	8.02
NW Rides	132,545	2,067	2,227	2,889	59,246	28,916	108,495	6,401	44,739	188,550	84.66	0.9	70.3%	0.04	64.12	59.51
Total DAR	147,480	6,331	4,090	5,260	93,448	45,608	199,237	11,754	79,828	336,427	82.26	1.5	43.8%	0.03	23.29	36.06
<u>Deviated Route</u>																
01 Town Loop	8,643	13,446	1,926	2,189	26,266	12,819	93,817	5,535	34,896	147,067	76.36	7.0	5.9%	0.10	0.64	4.49
02 Netarts/Oceanside	2,429	2,270	1,014	1,365	22,344	10,905	49,391	2,914	19,664	82,873	81.74	2.2	2.9%	0.03	1.07	2.40
03 Manzanita	12,925	10,076	2,774	3,040	71,987	35,134	135,141	7,972	55,453	233,700	84.24	3.6	5.5%	0.05	1.28	4.66
04 Lincoln City	7,208	4,149	1,774	2,102	59,508	29,043	86,413	5,098	37,504	158,058	89.10	2.3	4.6%	0.03	1.74	4.06
Total Deviated Route	31,205	29,941	7,488	8,696	180,105	87,901	364,762	21,519	147,517	621,699	83.03	4.0	5.0%	0.05	1.04	4.17
<u>Intercity</u>																
05 Portland	21,833	2,378	1,490	1,626	47,728	23,294	76,843	4,281	31,153	135,571	91.01	1.6	16.1%	0.02	9.18	14.66
60X Salem	9,153	2,847	1,380	1,695	55,620	27,146	71,190	3,966	30,592	132,893	96.30	2.1	6.9%	0.02	3.21	6.63
70X Grand Ronde	2,317	1,372	886	1,112	30,802	15,033	45,685	2,545	18,889	82,152	92.76	1.5	2.8%	0.02	1.69	2.62
Total Intercity	33,303	6,597	3,755	4,434	134,150	65,473	193,718	10,792	80,634	350,616	93.37	1.8	9.5%	0.02	5.05	8.87
<u>Other Services</u>																
Trippers	133	176	44	127	532	259	2,160	127	791	3,338	75.29	4.0	4.0%	0.05	0.76	3.00
Special Bus Operation	0	516	224	225	2,299	1,122	10,926	645	3,948	16,641	74.19	2.3	0.0%	0.03	0.00	0.00
Total Other Services	133	692	269	353	2,831	1,382	13,086	772	4,739	19,979	74.37	2.6	0.7%	0.03	0.19	0.50
<b>Total ICTD Services</b>	<b>212,121</b>	<b>43,561</b>	<b>15,602</b>	<b>18,742</b>	<b>410,533</b>	<b>200,364</b>	<b>770,804</b>	<b>44,836</b>	<b>312,718</b>	<b>1,328,721</b>	<b>85.17</b>	<b>2.79</b>	<b>16.0%</b>	<b>0.04</b>	<b>4.87</b>	<b>13.60</b>
										Total Mileage, Labor & Direct Cost		1,016,003		30.8%		

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**Tillamook County Transportation District  
FY19/20 to FY 20/21**

**Year-Over-Year Comparison**

Route/Run	Thru Nov 2020			Thru Nov 2020			Thru Nov 2020			Thru Nov 2020			Thru Nov 2020				
	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Amount Difference	Percent Difference	
<u>Dial-A-Ride Service</u>																	
Dial-A-Ride	15,300	14,935	-365	-2.4%	5,316	4,264	-1,052	-19.8%	1,986	1,863	-124	-6.2%	132,009	147,876	15,868	12.0%	
NW Rides	227,504	132,545	-94,959	-41.7%	3,859	2,067	-1,792	-46.4%	3,982	2,227	-1,755	-44.1%	288,634	188,550	-100,083	-34.7%	
Total DAR	242,804	147,480	-95,324	-39.3%	9,175	6,331	-2,844	-31.0%	5,968	4,090	-1,878	-31.5%	420,642	336,427	-84,216	-20.0%	
<u>Deviated Route</u>																	
01 Town Loop	12,859	8,643	-4,216	-32.8%	18,623	13,446	-5,177	-27.8%	1,901	1,926	25	1.3%	120,397	147,067	26,670	22.2%	
02 Netarts/Oceanside	3,612	2,429	-1,183	-32.8%	3,236	2,270	-966	-29.9%	1,001	1,014	13	1.3%	69,259	82,873	13,615	19.7%	
03 Manzanita	20,771	12,925	-7,846	-37.8%	15,638	10,076	-5,562	-35.6%	2,738	2,774	37	1.3%	196,755	233,700	36,945	18.8%	
04 Lincoln City	12,445	7,208	-5,237	-42.1%	7,828	4,149	-3,679	-47.0%	1,751	1,774	23	1.3%	135,268	158,058	22,790	16.8%	
Total Local Fixed Route	49,687	31,205	-18,482	-37.2%	45,325	29,941	-15,384	-33.9%	7,389	7,488	99	1.3%	521,679	621,699	100,020	19.2%	
<u>Intercity</u>																	
05 Portland	42,453	21,833	-20,620	-48.6%	4,467	2,378	-2,089	-46.8%	1,470	1,490	20	1.3%	112,048	135,571	23,523	21.0%	
60X Salem	13,594	9,153	-4,441	-32.7%	5,118	2,847	-2,271	-44.4%	1,331	1,380	49	3.7%	110,261	132,893	22,632	20.5%	
70X Grand Ronde	3,091	2,317	-774	-25.0%	2,350	1,372	-978	-41.6%	877	866	-11	-1.2%	68,559	82,152	13,592	19.8%	
Total Intercity	59,138	33,303	-25,835	-43.7%	11,935	6,597	-5,338	-44.7%	3,678	3,755	77	2.1%	290,868	350,616	59,748	20.5%	
<u>Other Services</u>																	
Trippers	361	133	-228	-63.2%	539	176	-363	-67.3%	81	44	-37	-45.5%	4,921	3,338	-1,583	-32.2%	
Special Bus Operation	1,586	0	-1,586	-100.0%	1,212	516	-696	-57.4%	258	224	-34	-13.1%	16,374	16,641	267	1.6%	
Total Other Services	1,947	133	-1,814	-93.2%	1,751	692	-1,059	-60.5%	339	269	-71	-20.8%	21,295	19,979	-1,316	-6.2%	
<b>Total TCTD Services</b>	<b>353,576</b>	<b>212,121</b>	<b>-141,455</b>	<b>-40.0%</b>	<b>68,186</b>	<b>43,561</b>	<b>-24,625</b>	<b>-36.1%</b>	<b>17,375</b>	<b>15,602</b>	<b>-1,773</b>	<b>-10.2%</b>	<b>1,254,485</b>	<b>1,328,721</b>	<b>74,236</b>	<b>5.9%</b>	

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Tillamook County Transportation District  
FY19/20 to FY 20/21

Year to Date Performance Comparison

Route/Run	Thru Nov 2020			Thru Nov 2020			Thru Nov 2020			Thru Nov 2020			Thru Nov 2020			
	19/20	20/21	Amount Diff	Percent Diff	19/20	20/21	Amount Diff	Percent Diff	19/20	20/21	Amount Diff	Percent Diff	19/20	20/21	Amount Diff	Percent Diff
Dial-A-Ride Service																
Dial-A-Ride	66.46	79.38	12.93	19.5%	2.7	2.3	-0.4	-14.5%	11.6%	10.1%	-1.5%	-12.9%	2.88	3.50	0.62	21.7%
NW Rides	72.49	84.66	12.17	16.8%	1.0	0.9	0.0	-4.2%	78.8%	70.3%	-8.5%	-10.8%	58.95	64.12	5.17	8.8%
Total DAR	70.48	82.26	11.78	16.7%	1.5	1.5	0.0	0.7%	57.7%	43.8%	-13.9%	-24.1%	26.46	23.29	-3.17	-12.0%
Deviated Route																
01 Town Loop	63.35	76.36	13.01	20.5%	9.8	7.0	-2.8	-28.8%	10.7%	5.9%	-4.8%	-45.0%	0.69	0.64	-0.05	-6.9%
02 Netarts/Oceanside	69.22	81.74	12.51	18.1%	3.2	2.2	-1.0	-30.8%	5.2%	2.9%	-2.3%	-43.8%	1.12	1.07	-0.05	-4.1%
03 Manzanita	71.87	84.24	12.37	17.2%	5.7	3.6	-2.1	-36.4%	10.6%	5.5%	-5.0%	-47.6%	1.33	1.28	-0.05	-3.4%
04 Lincoln City	77.27	89.10	11.83	15.3%	4.5	2.3	-2.1	-47.7%	9.2%	4.6%	-4.6%	-50.4%	1.59	1.74	0.15	9.3%
Total Deviated Route	70.60	83.03	12.43	17.6%	6.1	4.0	-2.1	-34.8%	9.5%	5.0%	-4.5%	-47.3%	1.10	1.04	-0.05	-4.9%
Intercity																
05 Portland	76.22	91.01	14.79	19.4%	3.0	1.6	-1.4	-47.5%	37.9%	16.1%	-21.8%	-57.5%	9.50	9.18	-0.32	-3.4%
60X Salem	82.85	96.30	13.45	16.2%	3.8	2.1	-1.8	-46.4%	12.3%	6.9%	-5.4%	-44.1%	2.66	3.21	0.56	21.0%
70X Grand Ronde	78.14	92.76	14.62	18.7%	2.7	1.5	-1.1	-42.2%	4.5%	2.8%	-1.7%	-37.4%	1.32	1.69	0.37	28.4%
Total Intercity	79.08	93.37	14.29	18.1%	3.2	1.8	-1.5	-45.9%	20.3%	9.5%	-10.8%	-53.3%	4.96	5.05	0.09	1.9%
Other Services																
Trippers	60.53	75.29	14.76	24.4%	6.6	4.0	-2.7	-40.1%	7.3%	4.0%	-3.4%	-45.7%	0.67	0.76	0.09	12.8%
Special Bus Operation	63.44	74.19	10.75	16.9%	4.7	2.3	-2.4	-51.0%	9.7%	0.0%	-9.7%	-100.0%	1.31	0.00	-1.31	-100.0%
Total Other Services	62.74	74.37	11.63	18.5%	5.2	2.6	-2.6	-50.1%	9.1%	0.7%	-8.5%	-92.7%	1.11	0.19	-0.92	-82.7%
Total Other Services	72.20	85.17	12.96	18.0%	3.9	2.8	-1.1	-28.9%	28.2%	16.0%	-12.2%	-43.4%	5.19	4.87	-0.32	-6.1%

Comparison	YTD Through Nov 2020			Percent Difference
	19/20	20/21	Amount Difference	
FY19/20 to FY 20/21				
Mileage	456,818	410,533	(46,284)	-10.1%
Mileage Based Costs	253,016	200,364	(52,652)	-20.8%
Hourly Based Costs	739,971	770,804	30,832	4.2%
Direct Costs	261,497	312,718	51,220	19.6%
Overhead Costs				
Total Costs	1,254,485	1,283,885	29,400	2.3%

Special Bus Operation Calculation Cost		Hourly Rate Calculation:	
Cost per mile calculation:	Plus 45.8%	Plus 10%	Actual Hourly Rate \$ 41.13
	Actual Overhead	Profit	Plus Direct Costs 3.4%
			Hourly Rate \$ 42.51
			Plus Overhead 30.8%
			Hourly Rate \$ 55.60
			Plus Profit 10.0%
			\$ 61.16

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# nwCONNECTOR

## Coordinating Committee **Zoom** Meeting

December 11, 2020

Tillamook County Transportation District

3600 3<sup>rd</sup> St

Tillamook, OR

10:00 am—12:00 pm

### Join Zoom Meeting:

<https://us02web.zoom.us/j/81077213669>

1 253 215 8782

Meeting ID: 810 7721 3669

### Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilant
10:05— 10:15a	2. Consent Calendar ( <b>Action Items</b> ) <ul style="list-style-type: none"> <li>📌 November 13, 2020 Meeting Minutes (<b>Attached</b>)</li> <li>📌 November 2020 Financial Report (<b>Attached?</b>)</li> <li>📌 Ridership Tracking</li> <li>📌 Calculating Average Passenger Miles Update</li> <li>📌 Updating NWConnector Performance Measures</li> </ul>	Doug Pilant/All
10:15— 11:15a	3. Social Media Marketing Presentation/Workshop <ul style="list-style-type: none"> <li>📌 How transit agencies can most effectively use social media. All NWOTA staff members that might be included in posting social media content in the future are invited. This will be a training session in order to build a communal understanding of what makes "good" social media marketing for transit.</li> </ul>	Thomas Craig
11:15— 11:30a	4. OpenStreetMap Research and Memo <ul style="list-style-type: none"> <li>📌 OSM research findings from the NWOTA trip planner project, what it means for the region, and for Oregon.</li> </ul>	Chris Perry
11:30— 11:40a	5. NWOTA Standing Items <ul style="list-style-type: none"> <li>📌 IGA Distribution</li> <li>📌 Marketing: <ul style="list-style-type: none"> <li>▪ Visitor Pass/Map update (Hailey)</li> <li>▪ NWConnector Information Card (Hailey)</li> <li>▪ Pictures of Bus Stops Without OXO Logo (Doug)</li> </ul> </li> <li>📌 Website <ul style="list-style-type: none"> <li>▪ GTFS-Flex Local Partners (Mary)</li> <li>▪ Add a bicycle page (Mary)</li> </ul> </li> </ul>	Doug Pilant/All
11:40— 11:45a	6. STIF—Discretionary Application Update	Arla Miller? Mary (Back-Up)
11:45— 11:50a	7. COVID-19 Transit/NW Connector Updates <ul style="list-style-type: none"> <li>📌 Sanitizer System Purchase Update</li> </ul>	All
11:50— 12:00p	8. Other Business and Member Updates <ul style="list-style-type: none"> <li>📌 2021 Meeting Schedule</li> </ul>	All

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**Attachments:**

November 13, 2020 Meeting Minutes

November 2020 Finance Report

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.

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

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Good to have John Dreeszen back. Meeting attendees included:
  - John Dreeszen—Columbia County Rider
  - Brad Dillingham—Benton Area Transit
  - Jeff Hazen—Sunset Empire Transportation District
  - Doug Pilant—Tillamook County Transportation District
  - Cynda Bruce—Lincoln County Transit
  - Arla Miller, Ken Shonkwiler—ODOT
  - Ayreann Colombo, Mary McArthur—Col-Pac EDD
2. Consent Calendar: Unanimously approved. (JH/B/D)
  - October 16, 2020 Meeting Minutes—Amend to read Benton Area Transit
  - ✦ October 2020 Financial Report—Revenues for the month were partner dues, expenditures were the quarterly administrative invoice and the website trip planner updating project.
  - ✦ Ridership Performance Report—Mary provided an updated report and noted that preliminary work has been started on updating the performance metrics, starting with the Tillamook routes. Some of the routes have changed as have average passenger miles, so the calculation formulas need to be updated/revised. Doug used the data for two of his routes.

In the past, the calculations included the entire system. Data by agency is helpful for estimate greenhouse gas emission savings, using a pro-rata share of the passenger miles. Expect will need more need for information in the future to have successful applications.

Cynda—If funders are using this as a criteria or to gauge projects, it is a good idea to stay ahead of the curve, to give as much information as we can. Underscores the advantages of a project. Arla—ODOT now has a climate office and this information would be very helpful. Would like to be able to compare routes within a district as well. Need to have an accurate passenger count. Need to create that metric using people on the buses.

Jeff—Currently, short on staff to do the passenger surveys right now. Doug used a retired driver and sent him out on a random number of trips over six months. Low tech/low cost way to collect information. If get a sample of a minimum 30 passengers, the numbers stay fairly constant as a baseline. Work on over the course of next year.

Carole Richardson did the preliminary updating, and has asked whether there are any plans to use alternate fuel buses. SETD, Lincoln County will not be converting buses to alternative fuel within the next few years. Doug is moving toward using some propane buses.

Carole has sent over an estimate of \$1,700 to update each of the partners calculations as well as to provide totals for the system. Discussion: Good value for the information, particularly if there isn't going to be a lot of significant changes regarding the types of buses being used for a while. Yes. If could also be able to run out calculations by individual route. And partners would like to be able to use the calculator worksheet. By consensus, partners agreed to ask Carole to do the updating. Mary will follow up.

- ✦ NW Connector Ridership—Tillamook’s ridership is still down significantly. SETD’s ridership is down because there were no cruise ships this year. Lincoln’s down about 30%, with the bulk of riders being those who have no other transportation choice. Benton—Still about 60% below pre-Covid. Slow to recover.
- ✦ Calculating Average Passenger Miles Progress—To be worked on. Doug happen to help.

3. NWOTA Standing Items:

- ✦ IGA—Doug will get TCTD’s signed copy to Mary. John will get Columbia County’s signed copy to Mary. Mary will then combine all the signature pages onto one IGA document and send it out to all the partners.

- ✦ Marketing

- NWConnector System Map—Hailey to work on this and the pamphlet this upcoming file. Still need to get a file. Hailey will get Selena updated route information, including the. Gillespie Graphics has a map file that may be useful.
  - *Adding Lincoln County’s blue line to the Newport to Albany route*
  - *Making the route from Manzanita to Cannon Beach solid red*
  - *Adding SETD’s Astoria to Portland route along Hwy 30*
  - *Adding Greyhound bus stations*
  - *Adding Facebook icon*
  - *Replacing the “Plan our trip with Google Maps” with the NWConnector Trip Planner as the transit icon link*
  - *Include NWConnector 800 number*
- Information Card—Include the website link for the NW Connector Bicycle Policy.
- Visitor Pass/Map Update—Map updates are the same as the bus shelter map updates.
- TCTD Bus Wrap—Doug shared some draft ideas for NWConnector bus wraps that include the TCTD Wave logo. Operated by TCTD. There has been some questions regarding local bus systems providing transit service outside their district boundaries. Jeff—Has started putting the NW Connector map on all the buses. Doug has been putting Car-Free theme on some buses. Rebranded Route 5 “The Coastliner” which it used to be called decades ago.
- Pictures of Bus Stops without OXO Logo—Doug will get a copy of photos of NWConnector logo bus stops.
- GTFS-Flex—Discussion regarding having first/last mile providers show up on GTFS-Flex. Multiple routes that go outside of service areas, eg, routes that go into the metro areas, where the local first/last mile would be helpful on the NWConnector Trip Planner. Helps get riders to NWConnector buses. Would be helpful in Benton County because of connections to Corvallis Transit and other providers. Gives customers information they need to plan a complete trip. Important that last mile providers are reliable; is easiest to direct to public providers. Mary to work with Chris, partners to give an inventory of public local providers by route. Brad provided the information he sends out on all of their public transportation options. Doug will start working with Banks and North Plains on adding them as local providers.

- ✦ NWOTA Policies

- Bicycles Policy—Mary provided a updated draft which was unanimously approved. (CB/JH) Updating of the bicycle video won’t happen until Spring, when there is better weather for filming. Mary will work with Chris to have the policy posted on

the website, so the link can be used in the updated marketing materials (map and information card.)

4. STIF—Discretionary Application Update—Arla reported that 71 applications have been received. Going through the eligibility checklist now. Applications will be reviewed internally first. ACTs will receive the applications relevant to their area and must get back to ODOT by January 31<sup>st</sup>. Been a lot of discussion within ODOT regarding ODOT construction of facilities. Looking for local folks to help on an Advisory Committee. Doug and Lisa Sherf have agreed to provide input. Protect local transit and ODOT, when use Federal and State funds. \$31 million in available funding, most of which State funding.
5. COVID Transit/NWConnector Updates
  - ✚ Sanitizer System. Have grant agreement executed. Have had legal counsel review. Set up for a sole source purchase. Will go to Board of Directors next Thursday. Set November 30<sup>th</sup> as the date for receiving responses from interested vendors. Will list on ORPIN. TCTD Board is set to approve the purchase of the sanitizing equipment at their December Board meeting.
6. Partner Updates
  - ✚ Brad—Established a brand and are implementing it on all materials. Recently completed Policy Manual/Documents. Working with Gillespie on wrapping vehicles, showing new brand. Very exciting. Brad showed some pictures. Next week will start using SWIFTLY.
  - ✚ Cynda—Looking at potential new bus wraps for Coast to Valley buses. Looking at what TCTD and SETD have done. Starting on STIF process, calendar for all of the meetings. Going through the projects submitted last time. Take another look at the pros and cons of each project. Still working with Red Cross on their evacuees transportation needs.
  - ✚ Jeff—Finance Officer has resigned, will be recruiting, with a couple of potential applicants.
  - ✚ Doug—Working on STIF Plan. Identified 2 alternatives to get service out to the Port, but without assurances that financing will be available long term, have put that service extension on hold. Survey of riders indicated their most important projects are smaller projects. Will be taking the STIF plan to the TCTD Board in December for approval. Conducting a systemwide fare study. Using Nygaard for the analysis, and Swiftly for public outreach, utilizing the app with riders. Lot more opportunities to use the Swiftly Transit app.

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



**Tillamook County Transportation District**  
**Financial Statement**  
From 11/1/2020 Through 11/30/2020

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	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
<b>Resources</b>						
Working Capital	3500	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	21,000.00	42,000.00	(21,000.00)	50.00%
Transfer From General Fund	4911	0.00	12,000.00	12,000.00	0.00	100.00%
Transfer from STTF Fund	4918	0.00	0.00	64,000.00	(64,000.00)	0.00%
<b>Total Resources</b>	<u>0.00</u>	<u>6,000.00</u>	<u>33,000.00</u>	<u>198,000.00</u>	<u>(165,000.00)</u>	<u>16.67%</u>
<b>Expenses</b>						
Materials and Services						
Professional Services	5100	0.00	437.50	5,250.00	5,250.00	0.00%
Administrative Support	5101	0.00	2,083.33	25,000.00	19,412.50	22.35%
Website Maintenance	5102	0.00	625.00	7,500.00	7,500.00	0.00%
Planning	5103	227.20	0.00	227.20	(227.20)	0.00%
Marketing	5190	0.00	2,916.67	35,000.00	35,000.00	0.00%
Website Re-Design	5191	0.00	6,250.00	75,000.00	52,175.00	30.43%
Transit Access Project	5196	0.00	0.00	2,487.83	(2,487.83)	0.00%
Travel & Training	5220	0.00	416.67	5,000.00	5,000.00	0.00%
<b>Total Materials and Services</b>	<u>227.20</u>	<u>12,729.17</u>	<u>31,127.53</u>	<u>152,750.00</u>	<u>121,622.47</u>	<u>20.38%</u>
Transfers						
Transfer to General Fund	9130	0.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	42,250.00	42,250.00	0.00%
<b>Total Transfers</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>45,250.00</u>	<u>45,250.00</u>	<u>0.00%</u>
<b>Total Expenses</b>	<u>227.20</u>	<u>12,729.17</u>	<u>31,127.53</u>	<u>198,000.00</u>	<u>166,872.47</u>	<u>15.72%</u>

Date: 12/11/20 12:39:37 PM

## MEMORANDUM

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Date: December 7, 2020 Project #: 24415

To: Doug Pilant  
Tillamook County Transportation District  
3600 3rd Street, Suite A  
Tillamook, OR 97141

From: Susan Wright, PE, PMP and Russ Doubleday

Project: TCTD STIF Plan

Subject: STIF Goals and Project Priorities

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The Tillamook County Transportation District (TCTD) has created a Statewide Transportation Improvement Fund (STIF) Plan to identify priorities for use of the STIF funds, consistent with TCTD's adopted plans, for the next several funding cycles. This memorandum outlines TCTD's mission and goals, recent accomplishments, community/rider input on priority service needs, potential future STIF projects, and costs and financing for these potential projects.

### TILLAMOOK COUNTY TRANSIT DISTRICT'S MISSION AND GOALS

TCTD's mission is to "Connect Communities Through Sustainable Transit Services". This mission is pursued through numerous goals, as described in its adopted plans. A brief summary of TCTD's adopted plans and the goals outlined within them is provided below.

- Coordinated Transportation Plan (2016): TCTD has a goal to provide services to seniors, people with disabilities, and low-income people, as these people are often especially reliant on public transit to meet their needs. TCTD's Coordinated Transportation Plan describes the needs of this population in Tillamook County and details service, infrastructure, and coordination strategies to meet those needs.
- Long-Range Transit Development Plan (2016): TCTD's Transit Development Plan describes current transit operations, unmet needs, service alternatives, and a financial plan. It describes TCTD's vision of delivering innovative service and valuing accountability, safety, communication, and service excellence and outlines a 20-year plan to implement this vision.
- Connector Management Plan (2016): TCTD has a goal to improve intercity connection to, from, and within Tillamook County. The Connector Management Plan is the plan outlining improved intercity connections between five agencies in Oregon (TCTD, Sunset Empire Transportation District, Columbia County Rider, Lincoln County Transit, and Benton County Transportation) and

includes strategies each of the five partners can pursue to improve connections. One of the primary purposes of the group is to market and brand each agencies' services as a single system called the NW Connector regional transit service. TCTD's involvement in is critical for the alliance and aids TCTD in the pursuit of its goal to improve intercity connections.

- Intercity Transit Enhancement Plan (2017): The Intercity Transit Enhancement Plan is a TCTD-specific document describing methods to work towards TCTD's goal to improve intercity connections to and from Tillamook County including Portland and Salem through strategies such as interlining with Amtrak and Greyhound to maximize interstate transit connections. It identifies opportunities to improve these connections using schedule modifications and service additions.

The goal of the STIF funding source is to improve or expand public transportation service in Oregon to expand job access, improve mobility, relieve congestion, and reduce greenhouse gas emissions around Oregon. TCTD's goals mirror these goals closely, as improving mobility and expanding job access are key aspects of providing services to seniors, people with disabilities, and low-income people and improving intercity connection to, from, and within Tillamook County.

## KEY ACCOMPLISHMENTS

The following highlights some of TCTD's key accomplishments over the past five years:

- Automated Scheduling and Dispatching
  - Scheduling and dispatching of dial-a-ride trips was automated through new dispatch software (Ecolane) and equipping all dial-a-ride vehicles with tablet. Together these allow for real-time dispatching. In addition, TCTD is in the process of implementing SMS texting notifications, real-time mobile app scheduling, and deviated fixed-route scheduling and dispatching. These programs will allow TCTD to manage deviations more efficiently and go paperless for ticketing.
- Pacific City Free Shuttle
  - Beginning in 2017, the Pacific City Free Shuttle operates on weekends in Pacific City between June 29<sup>th</sup> and September 1<sup>st</sup>. The Shuttle provides free transportation to and from destinations throughout Pacific City, including the County Boat Launch and Bob Straub Park. Service runs from 9:00 AM to 8:15 PM (Saturdays) or 6:00 PM (Sundays) with 45-minute headways.
- Coastal Connector Improvements
  - The Route 60X (Coastal Connector) had scheduling changes to provide riders with better intercity connections, including to Salem and connections to Cherriots, Greyhound, and Amtrak services, and to Newport and connections to Lincoln County Transit.
- Route 3 Service to Cannon Beach
  - TCTD increased service from Tillamook to Cannon Beach from 2 to 4 trips per day on Route 3 as of January 2018, adding time to the route and an additional stop at the North Coast Recreation District in Nehalem. These changes enhanced intercity connections and

provide Tillamook County residents better access to jobs and services in Cannon Beach and Seaside.

- Website Improvements
  - The TCTD website has been moved to a joint website for all the NW Transit Alliance (NWOTA) providers. This site has been steadily improved over the last five years. In July 2020, website enhancements were incorporated using an STIF Intercommunity Grant. These enhancements include improved trip planning capabilities (using Open Trip Planner) and the ability for visitors to see what demand response services are available (using new GTFS-Flex data).

## POTENTIAL FUTURE PROJECTS

Table 1 describes projects identified in TCTD’s adopted plans to address unmet needs throughout the county that may be able to be funded with STIF funds. However, the highest priority for TCTD is to maintain existing service which requires stable funding and maintenance and periodic replacements of the existing fleet.

**Table 1. Potential Future Projects**

Project	TCTD-Adopted Plan	Goals Addressed by Project
Complete Cloverdale Wayside Transit Center	TCTD Transit Development Plan	Enhance coordination between TCTD and local partners
Create a new driver block that serves Route 2 twice a day and Route 3 three times a day to fill morning and afternoon headway gaps for each route. <b>This route would require an additional bus.</b>		Increase service
Modify Route 3 to better serve Nehalem by adding a stop along Highway 101 to serve existing deviations. In conjunction, modify Route 3 to replace flag stops through Rockaway Beach for a 3-mile zone with designated stops.		
Create new route that serves Pacific City and Tillamook and provides service through Sandlake Road. <b>This route would require an additional bus.</b> This service could extend to Lincoln City to increase the number of trips per day between Lincoln City and Tillamook.		
Modify Route 2 to extend from Netarts to Pacific City and Lincoln City, operating four times per day. Consider serving Oceanside with Dial-A-Ride to connect it to Route 2 and Route 5. (Note: This is not included in the TDP but is a new derivation of the Sandlake Road route in the TDP)		
Eliminate existing Pacific City loop on Route 4 (in tandem with a new Sandlake Road route) and add 5th run on Route 4 to Lincoln City (reduce headways to 3-3.5 hours, rather than 4 hours) – extra 1-2 service hours per day. (Note: Need to coordinate transfers with Sandlake Road route in Lincoln City for Hebo/Beaver/Cloverdale to get to Pacific City or serve these areas with DAR.)		
Add new bus to reduce headways by a factor of two between Tillamook and Lincoln City. <b>This route would require an additional bus.</b>		
Extend Route 1 service later in the evening to allow connections from intercity routes arriving in Tillamook after 6:00pm.	TCTD Intercity Transit Enhancement Plan	Enhance Intercity Connections
Provide a faster trip between Tillamook and Lincoln City by eliminating the diversion into Pacific City on all trips except the first northbound and last southbound trip (to serve work trips originating in Pacific City). Coordinate the schedule for transfers to Route 60X and 70X. Provide several roundtrips each day from Lincoln City to Pacific City.		
Provide three round trips per day to Portland (morning, midday, and late afternoon/evening) and modify the scheduled times to increase the number of interline		

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opportunities with Greyhound and Amtrak and increase the practicality of Route 5 for more types of trips (provides more hours in Portland for a daytrip from Tillamook as well as a same day return trip for trips from Portland to Tillamook).	<b>TCTD Coordinated Public Transit-Human Services Transportation Plan</b>	
Add more stops in Tillamook, Nehalem, and Manzanita.		Improve Transportation Service
Increase service frequency to high transit use areas on north-south Routes 3 and 4. <b><i>This route would require an additional bus.</i></b>		
Increase the frequency of longer distance service on Route 5. <b><i>This route would require an additional bus.</i></b>		
Provide personal pick-up and transportation of senior and disabled veterans that live in outlying rural areas to local businesses and community events.		
Increase service in the south part of Tillamook County.		Improve Transportation Infrastructure
Increase frequency of service during late evening and night hours.		
Add a bus to serve the north county area for evening shift workers.		
Increase Dial-A-Ride services. <b><i>This would require additional vehicles. (Note: a reduction in volunteer drivers has reduced DAR service in South County and has increased the need to consider paid DAR drivers)</i></b>		
Provide shelters (Oceanside, Tillamook Post Office, Tillamook Bay Community College - Rural Partners Building, Cloverdale Wayside, Cloverdale Health Clinic, Hoquarton Interpretive Center, Goodspeed Park, Garibaldi City Hall, and Champion Park Apartments). <b><i>(Note: Champion Park Apartments is not included in the CTP plan but is an existing need)</i></b>		
Provide a bus stop sign and pole at the converted flag stops along Route 3 through Rockaway.		
Provide real-time arrival times at bus shelters and/or via smartphone apps.		
Install Hanover Destination Signs on new buses.		Improve Technology
Continue to enhance reduce fare subsidy programs and/or vouchers (such as the gold token program) to encourage ridership among special needs populations.	Improve Capital Assets	

## COMMUNITY INPUT

As shown in Table 1, there are a number of different projects that TCTD could use STIF funding to pursue. TCTD gathered community input on transit service enhancement priorities through a public online survey that ran from July 13<sup>th</sup> through August 15<sup>th</sup>, 2020. This section documents the feedback received.

The survey asked respondents to rate their interest in each potential project with ratings ranging from “I would not like this project” to “I would be very interested in this project”. The survey divided the potential projects into four topic areas:

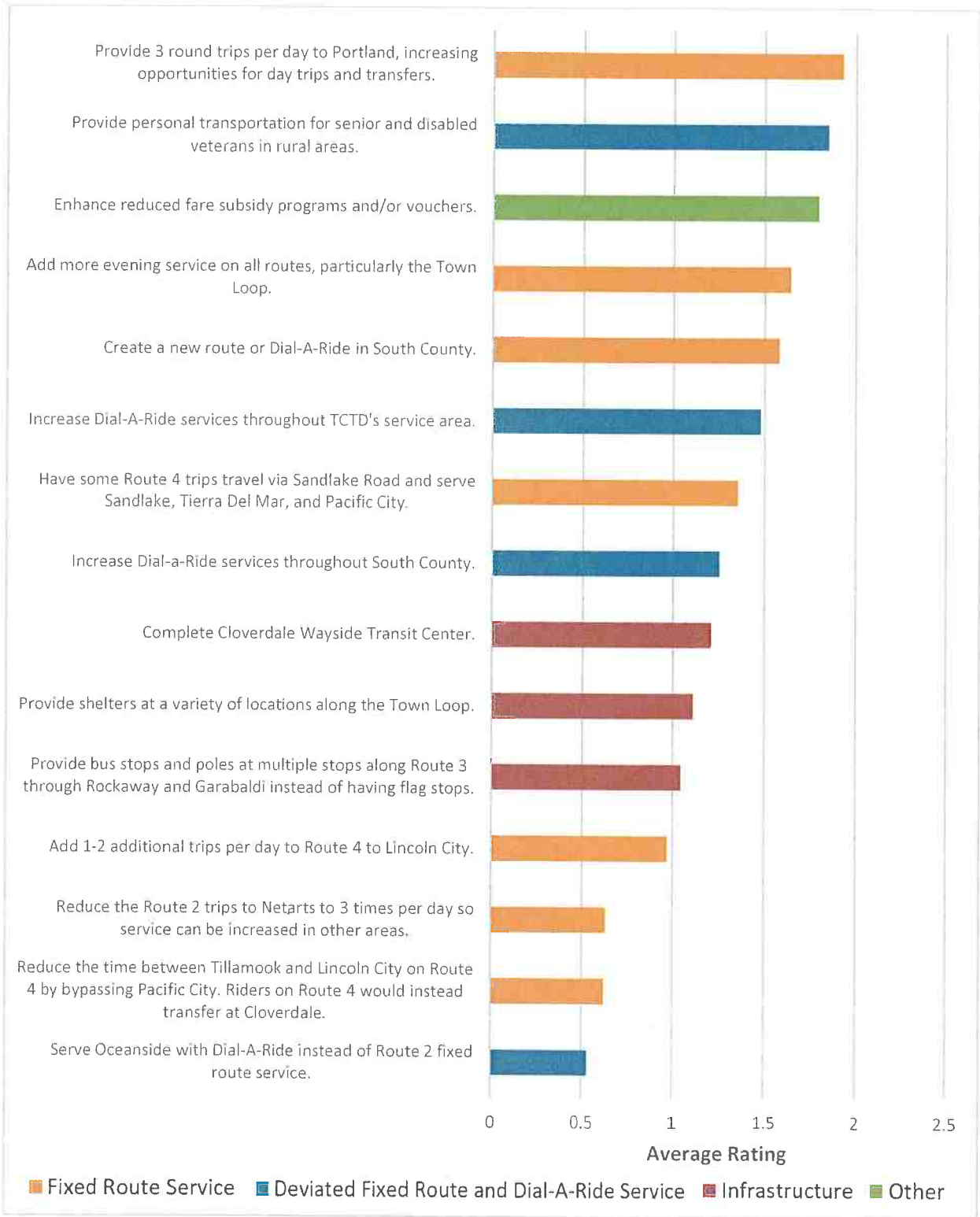
- Fixed Route Service
- Deviated Fixed Route and Dial-A-Ride Service
- Infrastructure
- Other

## SURVEY RESULTS

The online survey received 209 responses. Because the survey asked each of the respondents to rate each potential project on the same scale, it is possible to compare the overall ratings assigned to each project. Each response for each project was assigned a value ranging from -1 (“I would not like this

project”) to 3 (“I would be very interested in this project”) and the responses for each project were averaged. The results of this scoring system are shown in Table 2.

**Table 2. Survey Project Prioritization Results**



The 209 survey responses came from 18 ZIP codes across Tillamook, Clatsop, Washington, and Marion counties. Eighty-two comments came from ZIP code 97141, which encompasses the entire city of Tillamook. The top five ZIP codes by number of respondents include 97112 (Beaver, Hebo, Cloverdale), 97136 (Rockaway Beach), 97135 (Pacific City), and 97131 (Nehalem). Five comments were received from ZIP codes outside of Tillamook County. These include comments from Cannon Beach, Salem, Forest Grove, Beaverton, and unincorporated Washington County north of US 26.

## Comments

As shown in Table 2, the top 5 projects that survey takers would like to see prioritized are:

- 1) Provide 3 round trips per day to Portland, increasing opportunities for day trips and transfers.
- 2) Provide personal transportation for senior and disabled veterans in rural areas.
- 3) Enhance reduced fare subsidy programs and/or vouchers.
- 4) Add more evening service on all routes, particularly the Town Loop.
- 5) Create a new route or Dial-A-Ride in South County.

The survey also offered respondents the opportunity to make open-ended comments on each potential project and to make general comments at the end of the survey. The comments offer insights into why respondents were most interested in the five potential projects listed above.

### *Provide 3 round trips per day to Portland, increasing opportunities for day trips and transfers*

Survey respondents noted the importance of connections between Tillamook County and Portland when commenting on this project. They cited improved access to medical appointments, which are frequently required by portions of the population that can't drive to Portland and have no place to stay the night in Portland, as the most important rationale for this project. They also cited improved transportation to flights into and out of Portland International Airport and increased job opportunities as important reasons for this project.

### *Provide personal transportation for senior and disabled veterans in rural areas*

Personalized transportation options for the elderly and disabled were an attractive option to survey respondents, as they noted that there are many members of these populations in rural areas of the county and that services for them are broadly lacking right now. They also described the need for non-veteran disabled people to access these types of services. Overall, they believed this would improve access to medical appointments and basic services.

*Enhance reduced fare subsidy programs and/or vouchers*

Because the population served by TCTD consists of many seniors, disabled people, and low-income people, survey respondents saw this project as very important. They also noted that with the state of the economy because of COVID-19, more people than before may need these kinds of subsidies. Some respondents who currently use subsidies expressed their support for subsidy expansion, describing how they would not be able to use transit without them. Others described that they're aware of people in the county that do not take transit because it is cost prohibitive.

*Add more evening service on all routes, particularly the Town Loop.*

Survey respondents described how riders who work late currently do not have the option to take transit home from work. Riders described walking and catching rides with friends in lieu of available service. Respondents also noted that many of TCTD's riders do not work typical "9 to 5" jobs and thus are reliant on service outside of peak hours. Other populations that would be helped by this service include students taking night classes at TBCC and senior citizens who may be hesitant to drive at night.

*Create a new route or Dial-a-Ride in South County*

Survey respondents noted that South County (and especially Hebo and Cloverdale) is very isolated and underserved. It is also generally lower income, causing more people who need more transportation options. Because of its rural nature, respondents noted that Dial-a-Ride may make more sense, but whether fixed route or Dial-a-Ride, they were enthusiastic about the need for improved service in the area.

**COSTS AND FINANCING**

This section outlines the costs to implement new service or expand on existing TCTD service, and it also outlines how these proposals could be financed.

**Financing**

As Table 3 shows, TCTD received approximately \$310,000 in STIF funding for fiscal year 2020. Over the next two fiscal years, funding is projected to remain steady at \$305,000 to \$310,000 before increasing to approximately \$332,000 in fiscal year 2023.

**Table 3. STIF Program funding for TCTD**

Agency	FY 2019 Received	FY 2020 Received	Projected FY 2021	Projected FY 2022	Projected FY 2023
TCTD	\$164,842	\$309,837	\$361,728	\$3352,308	\$371,262

Source: <https://www.oregon.gov/odot/rptd/pages/stif.aspx>



TCTD has already committed and spent the 2019 funds on programs and services that need to be continued. The following describes commitments for the 2020 and future STIF funds to date:

- 1) Fleet replacement local matching money. TCTD estimates that approximately \$100,000 should be set aside annually to ensure that local matches are met for purchasing new vehicles. If the annual fleet replacement costs are below \$100,000 annually, TCTD will transfer the remaining allocation into STIF Capital Reserve.
- 2) Ongoing STIF planning. TCTD estimates that \$25,000 will be spent annually on planning for future service enhancements funded by STIF and other funds.
- 3) Dial-a-Ride benefits. TCTD's labor agreement resulted in significant increase in wages and in health insurance costs for employees. TCTD expects to spend an additional \$50,000 annually to cover these cost increases.
- 4) Low-Income Bus Pass. TCTD expects to spend \$5,000 a year on its low-income bus pass, and the agency recognizes that enhancing fare subsidy programs was one of the top survey results. TCTD is conducting a fare policy review and may reduce fares and simplify its fare policy.
- 5) Holiday service. TCTD plans to budget around \$13,000 to cover service for three holidays.

Table 4 compares the amount of STIF funding that TCTD received in FY 2019 with spending across these five expenditure areas above. As shown, approximately \$500 of the original FY 2019 STIF allocation was left over after accounting for spending on the above programs.

The first quarter of FY 2020 (not shown in the table below) includes \$33,693 of costs across these five expenditure types.

The second two rows in Table 4 compare the amount of STIF funding that TCTD will receive in FY 2020 against projected expenditures to continue the programs and services described above. The difference is approximately \$117,000, which can be put toward meeting the service enhancement priorities outlined in the survey results. This net dollar amount will fluctuate as projected STIF funding amounts fluctuate as shown in Table 3.

**Table 4. FY 2019 STIF Expenditures, and Planned FY 2020 STIF Expenditures**

Agency	FY 2019 Received	Fleet Costs	STIF Planning Costs	Benefits Costs	Low-Income Pass Costs	Holiday Service Costs	Total Costs
TCTD	\$164,842	\$84,983	\$23,096	\$42,534	\$5,000	\$8,696	\$164,309
Agency	FY 2020 Received	Annual Fleet Costs	Annual STIF Planning Costs	Annual Benefits Costs	Annual Low-Income Pass Costs	Annual Holiday Service Costs	Expected Annual Costs
TCTD	\$309,837	\$100,000	\$25,000	\$50,000	\$5,000	\$13,000	\$193,000

## Costs

Cost estimates were created for several of the highest priority alternatives from the online survey. These costs include annual operating costs and one-time capital costs, if applicable. Costs are divided into groups: additional town loop service, additional service outside of Tillamook, additional transit programs, and cost savings on Route 2.

The tables in each section below include mileage estimates for adding service on each new or added service alternative. The added mileage will inform the need for replacing transit vehicles in the future.

### *Additional Town Loop Service*

As described in the *Port of Tillamook Bay Alternatives Analysis Memorandum* for TCTD, the recommended alternative for serving the Port of Tillamook Bay (POTB) is splitting the existing Town Loop route into two routes: an east-west route that mirrors existing service without the north leg on Highway 101, and a north-south route that runs from the Tillamook Creamery to POTB. This analysis assumes no cost savings on the east-west route by removing the north leg on Highway 101, and it calculates that the north-south route will cost approximately \$75,000 a year to operate with 3 runs, approximately \$149,000 a year to operate with 6 runs, and approximately \$299,000 a year to operate with 12 runs (which would maintain existing service levels on Highway 101). Table 5 shows the estimated annual operating costs for the N-S Town Loop service with 3, 6, and 12 daily runs.

**Table 5. Cost Estimates for N-S Town Loop Route**

Alternative	Line-Item	Cost	Cost Type
New Tillamook Town Loop (N-S Service)	New Service – 3 new runs	\$74,673	Annual Operating Costs
	<i>Miles per Year on N-S Loop – 3 new runs</i>	<i>16,268 miles</i>	<i>N/A</i>
	New Service – 6 new runs	\$149,347	Annual Operating Costs
	<i>Miles per Year on N-S Loop – 6 new runs</i>	<i>32,537 miles</i>	<i>N/A</i>
	New Service – 12 new runs	\$298,693	Annual Operating Costs
	<i>Miles per Year on N-S Loop – 12 new runs</i>	<i>65,073 miles</i>	<i>N/A</i>

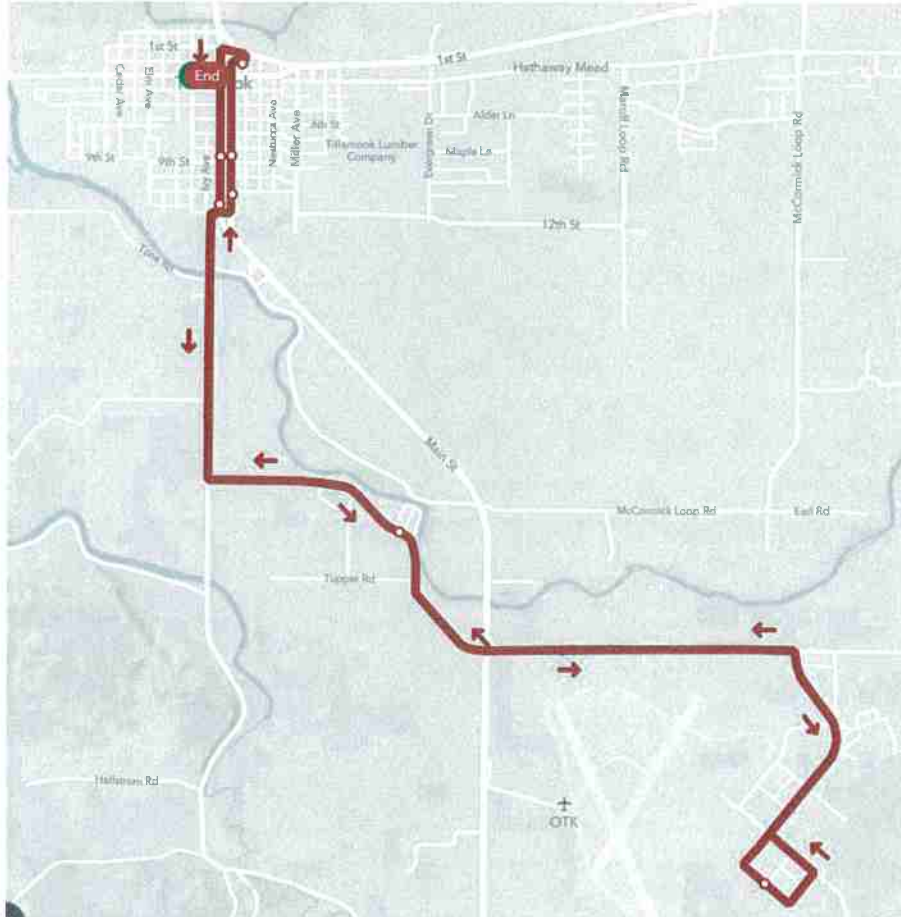
TCTD has determined that the N-S Town Loop service with 12 runs per day as recommended is infeasible in the near term due to the costs. Alternatively, TCTD has discussed keeping the existing Town Loop route configuration in place and adding a new route to cover POTB and Tillamook River Road only. Such a route could be completed in 30 minutes, including a break for the driver at the end of the route. Table 6 shows the estimated annual operating costs for the POTB service, and Figure 1 below shows the proposed alignment for this route. Because the new proposed route can be operated in 30 minutes, twice as many runs can be completed for the same cost as the proposed N-S Town Loop service.

**Table 6. Cost Estimates for POTB Service**

Alternative	Line-Item	Cost	Cost Type
New Port of Tillamook Bay Service	New Service – 6 new runs	\$74,673	Annual Operating Costs
	<i>Miles per Year on POTB Route – 6 new runs</i>	<i>22,611 miles</i>	<i>N/A</i>

	New Service – 12 new runs	\$149,347	Annual Operating Costs
	Miles per Year on POTB Route – 12 new runs	45,221 miles	N/A

Figure 1. Map of Proposed Port of Tillamook Bay Service



In addition, a top survey response was to add evening hours to Town Loop service. Currently, the Town Loop begins its final run at 6:15pm every day and ends the run at 7:10pm. Adding one additional run on the existing Town Loop route would cost approximately \$25,000 a year, with an additional \$12,000 for the POTB route if that were implemented. Adding two additional runs on the Town Loop route would cost approximately \$50,000 a year, with an additional \$25,000 going to the POTB route.

Table 7. Cost Estimates for Evening Service on Existing Town Loop and Proposed POTB

Alternative	Line-Item	Cost	Cost Type
Added Evening Service on Existing Town Loop – Everyday	1 additional run on Town Loop	\$24,891	Annual Operating Costs
	Added miles per year on Town Loop	4,279 miles	N/A
	2 additional runs on Town Loop	\$49,782	Annual Operating Costs
	Added miles per year on Town Loop	8,558 miles	N/A
Added Evening Service on Proposed POTB Route – Evening	1 additional evening run on potential POTB route	\$12,446	Annual Operating Costs
	Added miles per year on POTB route	3,768 miles	N/A

	2 additional evening runs on potential POTB route	\$24,891	Annual Operating Costs
	Added miles per year on POTB route	7,537 miles	N/A

### Additional Service Outside of Tillamook

Two of the most popular survey responses were for adding a third run on the Route 5: Tillamook – Portland and adding a South County dial-a-ride service. Adding a third run on the Tillamook – Portland route costs approximately \$117,000 a year. TCTD is pursuing this route in partnership with Ride Connection. With 5-10 percent farebox recovery and a 50 percent match from TCTD to fund the third daily run, TCTD expects this cost will decrease to \$55,000 a year for the agency.

Operating a South County dial-a-ride service would cost approximately \$150,000 a year, based on TCTD’s hourly service cost for dial-a-ride in other parts of its service area.

TCTD’s transit vehicles cost between \$80,000 and \$220,000, with local match varying from 10.89 percent to 20 percent. The remaining amount is paid for by the state. While TCTD recently purchased five new vehicles and three additional vehicles are being lined up for purchase, it is unclear if these vehicles are suitable for dial-a-ride service.

**Table 8. Cost Estimates for Additional Service Outside of Tillamook**

Alternative	Line-Item	Cost	Cost Type
<b>New Program Costs</b>			
Added Run on Tillamook-Portland Service	Third daily run 7 days a week	\$55,000	Annual Operating Costs
	Added miles per year on additional run	58,688 miles	N/A
New South County Dial-a-Ride Service	Operating South County dial-a-ride	\$150,592	Annual Operating Costs
	New dial-a-ride vehicle	\$36,000*	One-Time Capital Cost

\*This figure represents the 20 percent required local match for a \$180,000 transit vehicle purchased through STIF. Per STIF requirements, vehicles must be replaced every five years, meaning that \$7,200 should be set aside annually for replacing each vehicle.

### Additional Transit Programs

According to the survey, constructing a south county transfer location and enhancing the reduced fare subsidy programs are the top survey responses for non-route-related responses. Table 9 shows the estimated costs for these two items, one of which is a one-time capital cost and the other is an ongoing annual expense.

The new transfer location is estimated at \$500,000, which does not include costs for real estate acquisition.

TCTD is currently conducting a fare analysis with the goal to simplify the agency’s fare policy and consider ways to reduce the fare to make transit trips more affordable to low-income households. TCTD anticipates that approximately \$16,000 will be needed to implement a reduced fare cost.

**Table 9. Cost Estimates for Additional Transit Programs**

Alternative	Line-Item	Cost	Cost Type
New South County Transfer Location	New Transfer Location	\$500,000	One-Time Capital Cost
Reduced fare subsidy programs and/or vouchers	Reduce fares to make transit trips more affordable	\$16,000	Annual Operating Costs

**Cost Savings on Route 2**

Route 2 with service from Tillamook to Oceanside and Netarts currently has a significant number of empty runs each day. Reducing the number of runs on this route would provide cost savings that could be allocated to other services or programs.

There are seven runs every day (weekdays and weekends) on Route 2. As Table 10 shows, removing three runs from the route would save approximately \$88,000 annually, and removing four runs from the route would save approximately \$117,000 annually.

TCTD has identified Route 2 as a potential candidate for focused dial-a-ride service in the future. Further study would be needed to determine cost savings for this proposed service transition.

**Table 10. Estimated Cost Savings on Route 2**

Alternative	Line-Item	Cost	Cost Type
Reducing trips on Route 2: Tillamook – Oceanside - Netarts	3 fewer runs on Route 2 every day	\$87,608	Annual Operating Costs
	Reduced Miles per Year on Route 2	46,611 miles	N/A
	4 fewer runs on Route 2 every day	\$116,810	Annual Operating Costs
	Reduced Miles per Year on Route 2	62,148 miles	N/A

**RECOMMENDATIONS**

When comparing TCTD’s allocated STIF funding by fiscal year with the expected annual costs (shown in Table 4), the unallocated STIF funding provides the basis for expanding service or programs. Table 11 calculates the unallocated STIF funding for each of the next four fiscal years. The expected annual costs have been projected to grow five percent annually.

**Table 11. Leftover STIF Funding After Expected Annual Costs**

Fiscal Year	Projected STIF Funding	Allocated Annual STIF Project Costs	Unallocated STIF Funding
Fiscal Year 2020	\$309,837	(\$193,000)	\$116,837
Fiscal Year 2021	\$361,728	(\$202,650)	\$159,078
Fiscal Year 2022	\$352,308	(\$212,783)	\$139,526
Fiscal Year 2023	\$371,262	(\$223,422)	\$147,840

As shown above, there is between approximately \$117,000 in unallocated STIF funding for Fiscal Year

2020, and then approximately \$140,000 to \$159,000 in unallocated STIF funding for each fiscal year from 2021 through 2023 after annual anticipated costs from Table 4 are accounted for.

### STIF Project Options

TCTD has a menu of options for how to spend its unallocated STIF funding through Fiscal Year 2023. Table 12 below provides a menu of options for TCTD to consider. Each row, except for the Cloverdale Wayside transfer location, is an annual cost and, if implemented, will need to be included in expected annual costs for all future fiscal years.

**Table 12. New Program Costs and Unallocated STIF Funding**

Program/Route	Service Change	Estimated Annual Costs/Savings	Priority
<b>New Program Costs</b>			
New Port of Tillamook Bay (POTB) and Tillamook River Road Service	Establish service with 6 runs (30-minute route)	\$74,673	1
	Establish service with 12 runs (30-minute route)	\$149,347	N/A
Tillamook-Portland Service	Add a third daily run 7 days a week (with Ride Connection)	\$55,000	2
South County Dial-a-Ride	Establish a dial-a-ride program in south Tillamook County	\$150,592	3
Evening Service on Town Loop	Add 1 new evening run on existing Town Loop	\$24,891	4
	Add 2 new evening runs on existing Town Loop	\$49,782	N/A
Fare Subsidy Program	Reduce fares to make transit trips more affordable	\$16,000	5
South County Transfer Location	Construction of a south county transfer locations	\$500,000 (one-time cost)	6
<b>New Program Savings</b>			
Route 2 Service	Reduce Route 2 service with 3 fewer runs per day	\$87,608	1
	Additional savings for eliminating a 4 <sup>th</sup> run on Route 2	\$29,202	1

First, this plan recommends allocating the fiscal year 2020 unallocated STIF funding, projected to be approximately \$117,000 after annual STIF project costs are accounted for, as either a reserve fund for TCTD or allocated to savings towards the South County Transfer Location.

Table 13 below details the additional service options recommended for TCTD to implement using fiscal year 2021 STIF funding. These service options include funding a local match for additional Tillamook to Portland service, new POTB service, additional evening service on the Town Loop, and a new South County dial-a-ride service, with cost savings from a reduced number of runs on Route 2 to Oceanside and Netarts. TCTD would carry over approximately \$37,000 in unallocated STIF funding into fiscal year 2022 under this scenario.

Additional service options are shown in prioritized order. The first item – new POTB service and Route 2 service reduction (a continuation of an existing STIF project) – is TCTD’s top priority, followed by adding a third run on Tillamook-Portland service, and so on.

**Table 13. Proposed Service Changes and Costs for Fiscal Year 2021**

Service Change	Service Detail	Annual Cost	Cumulative Total of Unallocated STIF Funding
<b>UNALLOCATED STIF FUNDING</b>			\$159,078
New POTB Service and Route 2 Service Reduction	Establish POTB service with 6 runs (30-minute route)	(\$74,673)	\$84,405
	Four fewer runs on Route 2 every day	\$116,810	\$201,215
Tillamook-Portland Service	Third daily run 7 days a week	(\$55,000)	\$146,215
South County dial-a-ride	Establish a dial-a-ride program in South Tillamook County	(\$150,592)	(\$4,377)
<b>NET SPENDING ON NEW SERVICE IN FY 2020</b>			<b>\$163,455</b>
<b>TOTAL UNALLOCATED STIF FUNDING (No Evening Service on Town Loop)</b>			<b>(\$4,377)</b>

These service changes will implement three of the five top priorities from Table 12. As shown, implementing these three projects will leave TCTD with a cost overrun of approximately \$4,000. The cost estimate for the South County dial-a-ride program is likely an overestimate – when POTB service is established, the South County dial-a-ride program would no longer need to serve POTB or Tillamook River Road, which would likely lead to dial-a-ride cost savings. Whether these anticipated savings are enough to cover the entire cost overrun is unknown. The fiscal year 2020 reserve savings of \$117,000 would help cover any gap, as well.

Without any anticipated savings in the South County dial-a-ride program, the net spending on the top three service priorities will be approximately \$163,000 a year. With approximately \$140,000 and \$148,000 in unallocated STIF funding for fiscal years 2022 and 2023, respectively, these leaves a similar gap in expenditures over revenues. Again, the fiscal year 2020 reserve savings can help cover this gap if the anticipated cost savings from the South County dial-a-ride program are not enough.

This plan anticipates that STIF allocations will continue to grow beyond fiscal year 2023, and that unallocated STIF funding should exceed the net spending on new service identified in Table 13. Additional needs beyond the list in Table 12 may arise as part of updating the Tillamook County Coordinated Transit Plan by 2023.

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Appendix A Remix Demographic  
Maps



**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, November 19, 2020 – 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



1. Call to Order: Board Chair James Huffman called the meeting to order at 6:00pm
2. Pledge of Allegiance
3. Roll Call:

**Present**

**TCTD Board of Directors (all Directors attended by telephone/web)**

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

**TCTD Staff**

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

**Absent**

None

**Guest**

Arla Miller, ODOT Regional Transit Coordinator  
Kathy Kleczek, NW Transportation Options

4. Announcements and Changes to Agenda: None
5. Public & Guest Comments:  
Kathy Kleczek said it was good to see buses out on the road during the stormy weather. She also congratulated GM Doug Pilant on being awarded the OTA General Manager of the Year Award. Arla Miller stated she appreciates working with GM Doug Pilant that he is one of the best GM's she has worked with and he deserves the award! Board Chair Huffman asked how Arla Miller how long she had been at ODOT. Arla Miller responded 11 years.
6. Executive Session: None

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## REPORTS

7. Financial Report: GM Doug Pilant reviewed the October 2020 financial reports. The District has completed 33% of the Fiscal Year. Doug explained the Marketing stands out at 47% because it's a NWOTA project that was incorrectly assigned to the wrong line item. GM Doug Pilant said he was satisfied with the cash on hand and said next month the District will start receiving its annual property tax revenues. Director Hanenkrat asked what the Country Media and Tillamook Pioneer advertising was for? GM Doug Pilant reported the Tillamook Pioneer expense was the fee for side bar ad on their website. Country Media is for personnel and meeting advertising. Director Hanenkrat asked for details on Fred Meyer charges. Finance Supervisor acknowledged his request to breakdown Fred Meyer charges and will be incorporating into her month procedure starting next month.
8. Service Measure Performance Report: GM Doug Pilant provided an overview of the operations performance measures. YTD Ridership overall has decreased -35.5% change over the previous year. The YTD passengers per hour are -29%; the cost per trip was +67.4% while the cost per hour was +18.9% and the fare box recovery was -46.1%. Board Chair Huffman asked if the District receives financial support from COVID funds. GM Doug Pilant stated there is CARES Act/Section 5311 grant funding to supplement current fare revenue losses and the additional labor and supplies for cleaning buses. GM Doug Pilant said he believes a large portion of the Fred Meyer charges were cleaning supply purchases.
9. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. The meeting was dedicated to organizing and prioritizing unfinished projects the partners wanted to complete over the next several months. The enhanced website is operational and the NWOTA partners want to use the GTFS flex technology to show other services with other transit providers such as Ride Connection's West Link service in Banks/North Plains and YTCT in Grand Ronde. GM Doug Pilant reported the process to purchase the sanitizing equipment through a sole source purchase process had been completed and was on tonight's agenda for approval. The next step is to contact the vendor and prepare a contract to the purchase of sanitizing equipment bring it to the December 17<sup>th</sup> board meeting. Board Chair Huffman asked GM Doug Pilant to share information on the new sanitizing equipment they are purchasing. GM Doug Pilant explained the technology and the employee safety features to the Board. Board Chair Huffman asked if it was a group purchase. GM Doug Pilant stated it is a group purchase which affords the agencies a 10% discount.
10. Planning & Development:
  - a. Deviated Fixed Route/ADA Policy – No report
  - b. STF/STIF Consolidation: GM Doug Pilant reported the DRAFT STIF Bylaws were included in the Consent Calendar for approval. He explained the Draft bylaws merge the STF and STIF advisory committees into a single Transportation Advisory Committee. He said TCTD's current bylaws were created by Benton County and adopted by the District because they had been

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vetted by ODOT. GM Doug Pilant explained that other agencies around Oregon merged their STF and STIF committees into one committee, which what the District wishes to do. To accomplish this the District's STIF Bylaws have been amended to include the STF committee responsibilities. GM Doug Pilant said SETD is also an agency that's merged their two committees into a single committee and also have bylaws vetted by ODOT. GM Doug Pilant said he used their STF responsibilities language to amend the draft bylaws. GM Doug Pilant explained these bylaws will need to be amended again in the near future. The Oregon Legislature directed ODOT to merge the STF program into the STIF program. The STF program will only exist for one more biennium. ODOT is assembling a rule making committee that will start meeting early next year to amend the STIF administrative rules to include a senior and disabled element. Once completed the District's bylaws will need to be amended to reflect the administrative rule amendments. Board Chair Huffman asked for a summary of how seniors and disabled are being supported. GM Doug Pilant shared that the STIF bylaws membership criteria include representatives of senior and disabled persons. However, they lack rules to include supporting transportation programs for agencies who provide client transportation such as Marie Mills. The rules will be amended for STIF monies to continue supporting these types programs throughout Oregon.

- c. STIF Plan: Kittelson & Associates will be presenting a draft plan to the new Transportation Advisory Committee on December 10<sup>th</sup> and will also be presenting them to the Board at the December 17<sup>th</sup> meeting.
- d. TCTD Fare Policy Analysis: GM Doug Pilant reported that staff had met twice with Nelson-Nygaard to develop fare policy recommendations. Nelson-Nygaard will present these new fare alternative policies to the Board at the December 17<sup>th</sup> board meeting.

11. Grant Funding:

- a. Section 5310 – Ford transit van still scheduled to arrive in early 2021.
- b. Statewide Transit Network Applications
  - i. Submitted Section 5311(f)/STIF Discretionary Applications to:
    - 1. Maintain Portland and Salem intercity services
    - 2. Potential 3<sup>rd</sup> trip to Portland
    - 3. 2 expansion buses
    - 4. Preventative maintenance
    - 5. Planning
  - ii. NWOTA STIF Discretionary Application to plan and build 3 of 24 bus stops in the Transit Access Plan.
- c. Veterans Rural Health Transportation Grant
  - i. Brokerage Manager Cathy Bond was successful in getting a grant project of \$50,000 to transport veterans living in rural areas to medical facilities. Hope to bring grant agreement to the Board for approval at the December 17<sup>th</sup> board meeting.
- d. This week ODOT announced the Section 5310, Section 5311, STF and STIF Formula application timelines.

Board Chair Huffman asked when the 3<sup>rd</sup> Portland run would happen. GM Doug Pilant said that hasn't been determined until after discussions with Ride Connection, evaluating connections to Point, Amtrak and Greyhound and the consideration of Tillamook County residents desire to travel to/from Portland in one day. Planning grant funds have been requested to conduct an analysis that will determine the best service alternative.

#### 12. Facility/Property Management

- a. Transit Visitors Center: The partitioning documentation was approved by the City of Tillamook and the appeal period passed without any protests. Next step is working with the City to finalize the Purchase Sale Agreement (PSA) documents. Brent Olson reported the light pole and new doors have been ordered. New windows have replaced the plywood on the doors to make it look better.
- b. Propane Fueling Facility: Completed gathering of information to prepare a sole source determination to contract with a propane company to be the project manager, provide fleet conversion services, and to purchase fuel. Hoping to bring the sole source determination to the Board for approval at the December 17<sup>th</sup> board meeting.
- c. Building carpet project: Contract has been awarded and the carpet has been ordered. Hope to have this project completed by end of December. Board Chair Huffman asked what color. GM Doug Pilant said it will match the new carpet put in during the remodel and reported a new specialized carpet has been ordered for high traffic building entry areas.

#### 13. NW Ride Brokerage

- a. Delegate Agreement and Business Associate Agreements have been completed and are on time for Board approval. Board Chair Huffman congratulated on getting a one-year contract and using NW Rides as a Statewide examples.
- b. Brokerage Manager Cathy Bond shared that CPCCO has reviewed the proposed BPA and given the District their feedback.

#### 14. Miscellaneous

- a. Tillamook County Mobile Clinic IGA: A proposed scope of work has been prepared and will be reviewed with the County Health Department. The goal is to provide them with a pool of drivers to drive the mobile clinic to various locations throughout Tillamook County.
- b. Tillamook County Public Communication System Plan – No report
- c. Amended Records Retention Schedule has been included for approval in the Consent Calendar.
- d. Amended Public Records Policy has also been included in the Consent Calendar for approval.
- e. The TCTD Public Meeting Policy has been amended and will be included in the December 17<sup>th</sup> board agenda for approval.
  - i. GM Doug Pilant explained that staff was advised by SDAO and legal counsel to have District email accounts for all board members to conduct District business. Also, the District needs to provide email accounts to

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board members who don't want their personal emails being subjected to public records requests. Staff also realized board members can distribute board packets timelier and reliably by sending them to a District email account. This is possible because the District can control the size of files that can go into these email accounts. Personal email accounts have size limits on files which might prevent board members from receiving their digital board packet. GM Doug Pilant said the agenda and meeting packets are also loaded onto the District's website when the agenda and board packet are published. GM Doug Pilant said staff contacted several other District's and learned some are going all digital while others are providing both. Some Districts are requiring new board members to go all digital. GM Doug Pilant said digital is less time consuming and more reliable. After the November packets were published, they were set out for the mailman to pick-up. However, the mailman didn't arrive until after 5 PM when the office was closed. This resulted in board packets not being picked up until Monday. Meanwhile, all board members had already received digital packets Friday afternoon in their District and personal email accounts. The November board packet had also been loaded onto the District website Friday afternoon. Board Chair Huffman said if board members need to specify how they would like to receive their packets and appreciates having a choice. Director Adler stated she has no idea how to access the District account that was set up. She would like some information on how to get into that account.

### **CONSENT CALENDAR**

15. Motion to Approve the Minutes of the October 22, 2020 Regular Board Meeting
16. Motion to Accept Financial and Operations Reports: October 2020
17. Motion to Amend the STIF Bylaws to combine the STF and STIF Advisory Committees into the Transportation Advisory (TAC) Committee and Adopt the Committee Roster
18. Motion to Amend TCTD Policy #11 Records Retention Schedule
19. Motion to Amend TCTD Policy #20 Public Records

Director Adler, Public Records page 57 should be a position, not a specific employee's name.

Last months' minutes had no Director comments. Director Riggs said everyone congratulated GM Doug Pilant's for his OTA Transit Manager of the Year Award. Board Chair Huffman said to add that to the Director comments.

**Motion** by Director Holm to adopt the Consent Calendar, with noted corrections. *Motion Seconded* by Director Riggs. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

### **MOTION PASSED**

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

### **ACTION ITEMS**

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20. Motion to Approve Resolution #20-29 in the Matter of Authorizing the GM to Execute a Delegate Agreement Between TCTD and CareOregon to operate the NW Rides Brokerage

GM Doug Pilant explained the Resolution to the Board.

**Motion** by Director Riggs to Approve Resolution #20-29 in the Matter of Authorizing the GM to Execute a Delegate Agreement Between TCTD and CareOregon to operate the NW Rides Brokerage. *Motion Seconded* by Director Carlson-Swanson. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

**MOTION PASSED**

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

21. Motion to Approve determination, findings and sole source acquisition of six (6) AeroClave Portable Decontamination Systems and required accessories such as data logging modules, components to plumb vehicles and sprayer wands/nozzles

GM Doug Pilant explained the Resolution to the Board.

**Motion** by Director Holm to Approve determination, findings and sole source acquisition of six (6) AeroClave Portable Decontamination Systems and required accessories such as data logging modules, components to plumb vehicles and sprayer wands/nozzles. *Motion Seconded* by Director Riggs. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

**MOTION PASSED**

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

22. Motion to approve determination, findings and sole source acquisition to purchase fuels from Carson Fuels Company

GM Doug Pilant explained the motion to the Board: Contracting with Carson Oil will provide a cost savings on fuel. Carson Oil can also provide the District with .csv files to download fuel data by vehicle into the Fleetio software. Sheldon Oil is unable to provide a .csv file. Carson Oil is both a CFN and Pacific Pride dealer, which allows TCTD vehicles in Tillamook, Lincoln City and Salem to be on one account. It also means the District can continue purchasing fuel from Sheldon Oil. The fuel transaction will occur between Carson Oil and Sheldon Oil. TCTD will receive an invoice via .csv file from Carson Oil. Superintendent Brent Olson explained that when Sheldon Oil pumps go down that vehicles can be fueled next door at Carson Oil. Director Carlson-Swanson said it sounds like we are broadening our options but maintaining our relationships, a win/win.

**Motion** by Director Carlson-Swanson to approve determination, findings and sole source acquisition to purchase fuels from Carson Fuels Company. *Motion Seconded* by Director Adler. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

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**MOTION PASSED**

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

**DISCUSSION ITEMS**

**23. Board Staff Comments/Concerns**

GM Doug Pilant: Said he looked at OHA report earlier today and noticed Oregon hit all time highs in COVID infections and deaths, which is concerning and wished everyone a safe and happy Thanksgiving.

Superintendent Brent Olson: Stay safe, follow the guidelines and we will get through this together.

Finance Supervisor Tabatha Welch: Happy Thanksgiving.

NWR Brokerage Manager/Board Clerk Cathy Bond: None.

Administrative Assistant Hailey Fields: Hope everyone has a great Thanksgiving and stay safe. Call people you care about. Board Chair Huffman asked if she just had time with her family. She confirmed that she did spend some time with her mother in Florida.

**24. Board of Directors Comments/Concerns**

Jim Huffman – Appreciates the Board members and volunteering with public service and giving time. The volunteers are the board members who show up month to month. Not easy. Thanks for keeping buses rolling. GM Doug Pilant shared about a book and a chapter that is devoted to citizenship. We all make a sacrifice to do the work and we all don't get the recognition we all deserve.

Judy Riggs – Wish everyone happy Thanksgiving. Congrats to Brent Olson's daughter on her amazing horsemanship. Stay safe and have a great Thanksgiving Day.

Marty Holm – Keep on keeping on. Commends perseverance, hopes to see ridership increase. Thanks for sticking with it.

Jackie Edwards – Have a wonderful Thanksgiving. Board Chair Huffman asked if her son visiting. No but she may go at Christmas.

Gary Hanenkrat – Wishes everyone the best for the Holidays. Wants to know how the exercise room gets sanitized? GM Doug Pilant states users are required to clean before and after use. Gary stated that after his review of the COVID policy, he wonders how people are using the exercise equipment on their own time when the policy says employees are not to be on property when not reporting for work. GM Doug Pilant said it hasn't been addressed. Gary thought it should be removed from the policy if it's note being enforced. GM Doug Pilant said the policy is a living document and will review it with staff at the next staff meeting.

Linda Adler – Happy Thanksgiving to everyone. Doug you are doing a great job, congratulations on the CPCCO contract and with everything happening to hang in there.

Melissa Carlson-Swanson – She pointed out the Chat box in which Kathy Kleczek shared the Save the Date link for the SDAO conference. Congratulations on NW Rides Brokerage getting contract with CPCCO. Proud of the fact that Brokerage Manager Cathy Bond is getting called on for her guidance and expertise and wants to recognize her work, and for helping put Tillamook on the map. Happy Thanksgiving, please stay

safe, stay well, and as Hailey said be sure to reach as out and connect with others. She will be thinking of everyone.

**UPCOMING EVENTS**

Board Training – TBD

SDAO Conference –

February 3-4, 2020. Go to <https://www.sdao.com/annual-conference> to attend.

Adjournment: Board Chair Huffman adjourned the meeting at 7:18 pm.

**These minutes approved this 17<sup>th</sup> day of December, 2020.**

ATTEST:

\_\_\_\_\_  
James Huffman, Board Chair

\_\_\_\_\_  
Doug Pilant, General Manager



## Tillamook County Transportation District Annual Board Meeting Schedule for 2021

January	January 21, 2021
February	February 18, 2021
March	March 18, 2021
April*	April 22, 2021
May	May 20, 2021
June (adopt budget)	June 17, 2021
July*	July 22, 2021
August	August 19, 2021
September	September 16, 2021
October	October 21, 2021
November	November 18, 2021
December	December 16, 2021

The Board of Directors typically meets on the 3<sup>rd</sup> Thursday of each month unless the meeting has been rescheduled for the purposes listed below. Board Meetings are always scheduled at the TCTD Transportation Building at 6:00pm in the Bob Kenny Board Hearing Room at 3600 Third Street, Tillamook Oregon 97141.

\*Moved to the 4<sup>th</sup> Thursday to provide adequate time to complete financial and service performance reports for board packet.

**Tillamook County Transportation District  
Budget Calendar  
FY 2021 – 2022**

- January 21, 2021  
@ Board Meeting**      **Appoint Budget Officer**
- March 18, 2021  
@ Board Meeting      Appoint New Budget Committee Members (if necessary)
- April 16, 2021      Review Draft Budget with Treasurer
- April 22, 2021  
@ Board Meeting      Distribute Draft Budget to Board
- April 22, 2021      Distribute Draft Budget to Budget Committee
- April 20, 2021**  
(due by 4/16/20)      **Publish First Notice of Budget Committee Meeting** (*22 days prior to meeting.*) The notice must contain the date, time, and location of the first budget committee meeting scheduled for receiving the proposed budget, hearing the budget message, and taking questions and comments from the public. If the method of publication is only by newspaper, the notice must be published twice, five to 30 days before the committee meeting
- May 4, 2021**  
(due by 4/30/19)      **Publish Second Notice of Budget Committee Meeting** (*8 days prior to meeting.*) Notice must be published not earlier than 5 days prior to first meeting.
- May 12, 2021**      **Budget Committee Meeting** Present budget message and comprehensive outline of the proposed 2021-2022 budget. Public comment will be taken. Next budget meeting (if necessary) will be scheduled at this meeting.
- June 9, 2021**  
(due by 6/4/20)      **Publish Notice of Budget Hearing** (*8 days prior to budget hearing.*) At the same time you publish the budget summary, you must also publish a notice of the budget hearing. The hearing notice gives the place and time of the hearing (ORS 294.438, renumbered from 294.416). The same publication methods described for the notice of budget committee meeting are used: Unlike the notice of budget committee meeting, if the hearing notice is by newspaper, only one publication is required and there is no internet publication option. The budget summary and hearing notice are published not less than five days or more than 30 days before the budget hearing.  
**Notice must include Forms LB-1, 2 and 3.**
- June 17, 2021  
@ Board Meeting**      **Budget Public Hearing** Hold public hearing on the budget as approved by the budget committee. Expenditure adjustments, if any, are restricted to \$5,000 or 10%, whichever is greater, of the amount approved for each fund by the budget committee. Board adopts budget by resolution to appropriate funds and impose and categorize taxes.
- July 19, 2021      **Deadline to Certify the 2021-2022 Tax Levy to the County Assessor**  
Deliver two copies each of the Tax Certification LB-50, Resolution Adopting the Budget and LB-20, LB-30, LB-31, LB-11's.

September 01,  
2021

Deliver Adopted Resolution and Budget to Tillamook County Clerk.

**Please note that bolded action items are required by budget law**

## TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

<b>PUBLIC MEETINGS</b>	<b>Number: 33</b>
Adopted by the Board of Directors on July 16, 2015 Last reviewed: December 17, 2020	<b>Pages: 8</b>

### **I. Compliance with Law**

All meetings will be conducted in accordance with the Oregon Public Meetings Law, ORS 192.610 *et seq*, attached as **Exhibit 1**. This Public Meetings Policy is compliant with the Oregon Public Meetings law in effect on the date the policy was adopted by the Board of Directors. Should the Oregon Public Meetings law be amended or revised, those amendments or revisions take precedence over any portion of this policy with which they may be in conflict.

### **II. Applicability**

This policy applies to all public meetings of District bodies, including but not limited to meetings of the Board of Directors of the District, and to any meetings of committees, subcommittees, or advisory groups appointed by the Board if such subcommittees or advisory groups normally have a quorum requirement, take votes, and form recommendations as a body for presentation to the Board of Directors.

### **III. Training**

All District personnel, including board members, will receive training on Oregon public meetings and public records laws within 90 days of election or hire, and at least annually thereafter.

### **IV. Preparation for Board Meetings**

#### **A. Meeting Notice**

Public notice of Board Meetings shall be provided on the timeline specified in ORS 192.640. The notice will meet the requirements set forth in Section VI. below.

#### **B. Distribution of Materials to Board Members**

The proposed Agenda, General Manager's Report, and supporting documents should be made available to each member of the Board of Directors at least four (4) days prior to any regularly scheduled Board meeting.

C. Distribution of Agenda to the Public

The proposed Agenda will simultaneously be distributed to all District offices and other facilities, local and other news media, and posted at one or more locations convenient for review by District personnel and the public. In addition, the proposed Agenda will be posted to the District web site, and a link thereto will be included in the meeting notice.

**V. Board Meeting Agenda**

A. The General Manager will draft the Agenda after conferring with the Board Chair. The Agenda typically includes:

1. Regular Meeting (including Executive Session, if any)
2. General Manager's Report
3. Consent Agenda
4. Action Items
5. Discussion Items

B. Sample meeting notices, agendas, and scripts are available on the TCTD server at: sharedall: O: Administration/Board.

**VI. Notice and Location of Meetings**

A. Location of Meetings

All meetings will be held within the geographic boundaries of the District. No meeting will be held in any place where discrimination on the basis of race, creed, color, sex, sexual orientation, age, national origin, or disability is practiced. All meetings will be held in places accessible to individuals with disabilities.

B. Meetings Held by Means of Telephone or Electronic Communication

Meetings held by telephone or other electronic communication are subject to the Public Meetings Law. When telephone or other electronic means of communication is used and the meeting is not an executive session, the Board will make available to the public at least one place where, or at least one electronic means by which, the public can listen to the communication at the time it occurs. A place provided may be a place where no member of the Board is present.

### C. Regular Meetings

The Board will hold regular monthly meetings on the third Thursday of each month, unless otherwise noted on the Annual Board Meeting Schedule. Such meetings will be held at 3600 Third Street, Suite A, Tillamook, Oregon, at 6:00 p.m., or at such other places and times as the Board may designate from time to time.

### D. Special Meetings

The Board will hold special meetings at the request of the Board Chair or any three members of the Board. If the Board Chair is absent from the District, special board meetings may be held at the request of the Vice-Chair. No special meeting will be held upon less than 24 hours' public notice.

### E. Emergency Meetings

Emergency meetings may be held at the request of persons entitled to call special meetings, upon less than 24 hours' notice in situations where an actual emergency exists. An actual emergency exists where there are objective circumstances which, in the judgment of the person or persons calling the meeting, create a real and substantial risk of harm to the District which would be substantially increased if the Board were to delay in order to give 24 hours' notice before conducting the meeting. The convenience of Board members is not grounds for calling an emergency meeting.

At the beginning of any emergency meeting, the Director or Directors calling such meeting will recite the reasons for calling such meeting, and the reasons the meeting could not have been delayed in order to give at least 24 hours' notice, which reasons will be noted in the minutes. The Board will then determine if the reasons are sufficient to hold an emergency meeting and, if not, will immediately adjourn such meeting. Only business related directly to the emergency will be conducted at an emergency meeting.

### F. Notice of Meetings

Notice of the date, time, place, and a list of the principal subjects anticipated to be considered shall be given for all meetings. In addition, the notice should provide the name and telephone number of a person at the district to contact to request an interpreter for the hearing impaired or for other communication aids. The notice must be reasonably calculated to provide actual notice to the persons, including news media, who have requested notice. The list of subjects anticipated to be considered must be specific enough for members of the public to recognize items in which they have an interest. For regular meetings, the notice will include a link to the meeting agenda, and will be sent to all Board members, local media, and to all persons or other media representatives having requested notice in writing of every meeting. The agenda will also be posted at the following locations within the District: Tillamook County Courthouse, Tillamook County Library and Tillamook County Transportation District office.

Written notice will also be sent to any persons who the District knows may have a special interest in a particular action, unless such notification would be unduly burdensome or expensive. For special meetings, press releases will be issued or phone calls made to wire services and other media, and interested persons will be notified by mail or telephone. For emergency meetings, the District will attempt to contact local media and other interested persons by telephone to inform them of the meeting.

#### G. Executive Sessions

Notice for meetings called only to hold executive sessions will be given in the same manner as notice for regular, special and emergency meetings set forth above, except that the notice need only indicate the general subject matter to be considered at the executive session, but it will also set forth the statutory basis for calling the executive session.

#### H. Interpreters for the Hearing Impaired

1. The District will make a good faith effort to have an interpreter for hearing impaired persons provided at any regularly scheduled meeting if the person requesting the interpreter has given the District at least 48 hours' notice of the request, provided the name of the requester, the requester's sign language preference, and any other relevant information which the District may require. "Good faith efforts" will include contacting the Oregon Disabilities Commission, or other state or local agencies that maintain a list of qualified interpreters.

2. If a meeting is held upon less than 48 hours' notice, the District will make reasonable efforts to have an interpreter present.

3. The requirement for an interpreter does not apply to emergency meetings.

4. The Board Clerk will be responsible for developing and maintaining a list of qualified interpreters and will have the responsibility for making the required good faith effort to arrange for attendance of an interpreter at any meeting for which an interpreter is requested.

### VII. Board Meeting Conduct

#### A. Presiding Officer

The Board Chair will preside at Board meetings. In the Board Chair's absence, the Vice-Chair will preside. If both the Board Chair and Vice-Chair are absent, any other member of the Board may preside.

B. Authority to Conduct Meetings

The Board Chair or other presiding officer at any Board meeting will have full authority to conduct the meeting. Meetings will be conducted in such a manner as to provide a full and fair opportunity for discussion of the issues in an efficient and timely manner. Any decision of the Board Chair or other presiding officer at the meeting may be overridden by a majority vote of the Board.

C. Public Participation

If public participation is to be a part of the meeting, the presiding officer may regulate the order and length of appearances, and limit appearances to presentations of relevant points. Persons failing to comply with the reasonable rules of conduct outlined by the presiding officer, or causing any disturbance, may be asked or required to leave. Upon failure to do so, such persons become trespassers.

D. Electronic Equipment

The authority to control the meetings of the District Board extends to control over equipment such as cameras, tape recorders and microphones. The presiding officer will inform persons attending any meeting of the District Board of reasonable rules necessary to assure an orderly and safe meeting. If a meeting is being recorded, the presiding officer will so inform persons attending the meeting before the meeting begins. The physical comfort and safety of members of the Board and the public attending the meeting will be of primary concern in formulating such rules.

E. Recording of Votes

Votes will be recorded. Any member may request that his or her vote be changed, if such request is made prior to consideration of the next order of business.

F. Quorum Requisites

Four members shall constitute a quorum.

G. Voting Requirements

Unless otherwise required by statute or District rule, all votes will be by simple majority. If only a quorum is present, a unanimous vote shall be required to take final action.

H. Vote Explanations

At the time of voting, members of the Board may make a statement indicating the reason for their vote or abstention.



## I. Conflict of Interest/Ex Parte Contacts

### 1. Conflicts of Interest. Conflicts of interest may be actual or potential.

#### a. Actual conflict of interest.

(1) "Actual conflict of interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of circumstances described in paragraph b. below.

(2) In the event of an actual conflict of interest, a member of the Board will announce publicly the nature of the actual conflict and refrain from participating in any discussion or debate on the issue out of which the actual conflict arises or from voting on the issue. If the Board member's vote is necessary to meet a requirement of a minimum number of votes to take official action, the Board member will be eligible to vote, but not to participate in any discussion or debate on the issue out of which the actual conflict arises.

#### b. Potential conflict of interest.

(1) "Potential conflict of interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the circumstances listed in ORS 244.020(13), attached as **Exhibit 2**.

(2) In the event of a potential conflict of interest, a member of the Board will announce publicly the nature of the potential conflict prior to taking any action thereon in the capacity of a public official.

2. Ex Parte Contacts. In the event any member of the Board has had any ex parte contact in a quasi-judicial matter, the member will declare such contact prior to participating in discussion on the matter.

## J. Adjournment

The meeting will be adjourned by a majority vote or as a result of the loss of a quorum.

## VIII. Executive Sessions

### A. Notice

Notice for meetings called only to hold executive sessions will be given in the same manner as notice for regular, special and emergency meetings set forth above, and will state the statutory basis for calling the executive session.

B. No Final Decisions

The Board will not make any final decisions during any executive session. This prohibition, however, does not prohibit full discussion of Board members' views during executive sessions.

C. Purposes

Executive sessions will be held only for the purposes listed in ORS 192.660, which is included in **Exhibit 3**.

D. Conduct of Executive Session

The Board Chair or other presiding officer will announce the statutory authority for the executive session before going into closed session. Once the executive session has been convened, the Board Chair will direct any representatives of the news media who are present not to report certain specified information from the executive session. In general, the extent of the non-disclosure requirement should be no broader than the public interest requires, and the news media will ordinarily be allowed to report the general topic of discussion in the executive session. Board members, staff and other persons present will not discuss or disclose executive session proceedings outside of the executive session without prior authorization of the Board as a whole.

## IX. Minutes of Board Meetings

A. Written Minutes

The Board will keep written minutes of all its meetings in accordance with the requirements of ORS 192.650. Minutes of public meetings will include at least the following information:

1. All members of the Board present.
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.
3. Results of all votes, including the vote of each member by name.
4. The substance of any discussion on any matter.

5. Subject to ORS 192.410 - 192.505 relating to public records, a reference to any document discussed at the meeting.

B. Minutes of Executive Session

Minutes of executive sessions will be kept separately from minutes of public meetings. Minutes of executive sessions may be kept either in writing, in the same manner as minutes of public sessions, or by digital recording. If minutes of an executive session are kept by digital recording, written minutes are not required, unless otherwise provided by law.

C. Disclosure of Executive Session Matters

If disclosure of material in the executive session minutes would be inconsistent with the purpose for which the executive session was held, the material may be withheld from disclosure. No executive session minutes may be disclosed without prior authorization of the Board.

D. Retention

Any tape recordings or written minutes of public Board meetings or executive sessions will be retained by the District until such time as their disposal is authorized by rule or specific authorization of the State Archivist pursuant to ORS 192.105.

E. Availability to the Public

Written minutes of public sessions will be made available to the public within a reasonable time after the meeting.

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

**In the Matter of Authorizing )  
the GM to Execute a Purchase )  
Sale Agreement (PSA) to Acquire )  
Property from the City of Tillamook )**

**RESOLUTION NO. 20-30**

**WHEREAS**, the Tillamook County Transportation District has accepted the final terms and conditions to be set forth in a Purchase Sale Agreement (PSA) for the purchase of the Transit & Visitor Center property that's included as Exhibit A; and

**WHEREAS**, the General Manager has evaluated the District's needs and available financial resources and developed the recommended Transit & Visitor Center Acquisition Plan; and

**WHEREAS** TCTD and the City of Tillamook have agreed to the terms for the District to purchase the Transit & Visitor Center property; and

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

that the Board authorizes the General Manager to execute the Transit & Visitor Center property Agreement for Purchase and Sale and Joint Escrow Instructions, the Easements, the promissory note, and all necessary documents for the closing of the transaction through escrow, and to take all actions as necessary to finalize the transaction, including modification of the documents if necessary provided the modifications do not substantively modify the agreements and are reviewed and approved by legal counsel.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of December 2020.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

By: \_\_\_\_\_  
Doug Pilant, General Manager

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**AGREEMENT FOR PURCHASE AND SALE AND  
JOINT ESCROW INSTRUCTIONS**

**BETWEEN:** City of Tillamook, an Oregon municipal corporation (“Seller”)

**AND:** Tillamook County Transportation District, an Oregon special district (“Buyer”)

**DATE:** December, 8<sup>th</sup>, 2020

**RECITALS**

**A.** Seller owns property in the City of Tillamook located at 210 Laurel Ave. as depicted on Exhibit A, the proposed Partition Plat, with proposed partition parcels designated Parcel 1 and Parcel 2. Parcel 2 is used by the Seller for its City Hall. Parcel 1 is leased to Buyer for use as a Public Transit and Visitor Center with restrooms for its patrons and the public, and to provide transit information. In addition, Seller and Buyer have entered into agreements with the Tillamook Downtown Association (“TDA”), the Tillamook Chamber of Commerce, (“Chamber”) and the Tillamook Farmers Market (“TFM”) for use of the building for an office space, public access to restrooms, and for access to electrical power; provided, however, such uses do not significantly interfere with the operation of the Public Transit and Visitor Center, and are pursuant to the terms and obligations of the Grant which was jointly obtained by the parties for the construction of the building.

**B.** The parties’ intentions in entering into this transaction include the following: (a) the property will be partitioned into the two parcels identified on Exhibit A, with the Buyer purchasing proposed Parcel 1, (the “Property”); (b) Seller will retain proposed Parcel 2, which is also set forth in Exhibit A; (c) Buyer will acquire the Property from Seller as set forth herein; (d) Seller will retain a 15’ wide ingress/egress easement as set forth in Exhibit B for vehicular access to City Hall; (e) Seller will retain a 15’ wide maintenance easement for electric, water, sewer, drainage and City Hall maintenance over the Property as set forth in Exhibit C; (f) Buyer will assume, and Seller will be released from, all obligations on the Multimodal Transportation Fund Program of the State of Oregon; and (g) Seller will assign, and Buyer will assume, all obligations of the agreements reached with TDA, the Chamber, and TFM which are memorialized by a Memorandum of Agreement (“MOA”) for Building, Operating & Maintaining the Tillamook Town Square Transit & Visitor Center, effective August 16, 2006.

**C.** The deed conveying title will provide that if Buyer ceases to use the Property as a transit center, the Property will be subject to reversion to Seller. The December 1, 2009 Lease between Seller and Buyer will be terminated upon conveyance of the deed to the Property to Buyer.

**D.** In assuming the obligations of Seller under the MOA, and reserving rights to access electricity for Seller’s special events, it is not the intention of the parties to create a designated or limited public forum in the building, but to allow Buyer to continue its use of the building for its purposes, and to continue the access of Seller for electricity for its special events.

**E.** Based on the above, Seller desires to sell the Property to Buyer, and Buyer desires

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to purchase the Property from Seller, on the terms and conditions set forth in this Agreement for Purchase and Sale and Joint Escrow Instructions (“Agreement”).

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

### 1. Effective Date; Agreement of Purchase and Sale; Reversion; Designation of Escrow Holder.

**1.1. Effective Date.** The effective date of this Agreement (“Effective Date”) is the date on which both Buyer and Seller have executed this Agreement, as evidenced by the later date following Buyer's and Seller's signatures to this Agreement.

**Sale of Property.** Subject to and on the terms and conditions set forth in this Agreement, Seller hereby agrees to sell and convey the Property to Buyer, and Buyer hereby agrees to purchase and acquire the Property from Seller, for \$22,000.00 (the “Purchase Price”) plus the other terms and conditions as set forth in this Agreement. Buyer agrees to pay all survey, engineering, and application costs for identifying and obtaining the partition and for identification of the easements. The Property shall be conveyed to Buyer by statutory warranty deed (“Deed”). This transaction is subject to the parties’ agreement to the boundaries and any conditions of the partition of the property into two separate parcels, and to the location of the easements as set forth in the above Recitals, and execution of such easements upon Closing.

**Right of Reversion.** Buyer shall maintain the use of the Property for a public transportation hub consistent with the terms and conditions of the Grant. If Buyer fails to maintain the public transportation hub, the property shall revert to Seller. Such reversion right will be identified on the deed

**1.2. Other Agreements and Conditions Precedent.** The sale is subject to and contingent upon the parties agreeing to the form and substance of the following:

- a. Documentation of assignment by Seller and assumption by Buyer of all obligations on the Multimodal Transportation Fund Program of the State of Oregon, Grant Award No. 23511, which includes release of Seller all obligations by the State of Oregon.
- b. Assumption of the obligations to TDA, Chamber and TFM under the MOA by Buyer.
- c. Approval by the parties and governing authorities of the minor partition and legal description of the Property and easements.
- d. Agreement on the form of the deed conveying the Property to Buyer, with the reservation of rights.
- e. Execution of the Ingress/Egress Easement Agreement, acceptable to both parties.
- f. Execution of the Maintenance Easement Agreement, acceptable to both parties.

**1.3. Escrow.** The purchase and sale of the Property shall be accomplished through an escrow (the “Escrow”), which Seller will establish with Ticor Title of Oregon, 802 Main Ave. Tillamook, Oregon 97141, in care of Rhonda Bentley, Escrow Officer, rhondabentley@ticortitle.com, by depositing with Escrow Holder a fully executed copy of this Agreement. If there is any inconsistency between the provisions of Escrow Holder's general conditions and this Agreement, the provisions of this Agreement shall control.

**2. Consideration: Method of Payment.** The Purchase Price for the Property ("Purchase Price") shall be paid to Seller through Escrow at the Closing (as defined in Section 15.1) as follows:

**2.1. Earnest Money Deposit.** Within five business days after the Effective Date, Buyer shall deposit with Escrow Holder a promissory note in the amount of Five Thousand and No/100 Dollars (\$5,000.00) as an earnest money deposit (the "Earnest Money Note"). The Earnest Money Note shall be in the form attached to this Agreement as Exhibit D. The Earnest Money Note shall be redeemed and replaced with cash ("Earnest Money Deposit") within five business days after Buyer gives the Approval Notice (as defined in Section 7). Escrow Holder shall deposit the Earnest Money Deposit in a federally insured financial institution reasonably satisfactory to Buyer and Seller in an account in the name of Buyer. All interest earned on the Earnest Money Deposit shall be and become a part of the Earnest Money Deposit and shall be handled in the same manner as the Earnest Money Deposit as provided herein. The Earnest Money Deposit shall be credited to the Purchase Price at Closing and shall be refundable until all contingencies to Closing are satisfied.

**2.2. Termination During Due Diligence Period.** The Earnest Money Deposit shall be fully refundable to Buyer until Buyer delivers the Approval Notice (as defined in Section 7) on or before the expiration of the Due Diligence Period, and as otherwise expressly provided in this Agreement. If Buyer does not timely deliver an Approval Notice, or if this Agreement terminates during the Due Diligence Period, the Earnest Money Note or the Earnest Money Deposit, as applicable, shall be returned to Buyer, this Agreement shall be null and void, and neither party shall have any right or remedy against the other.

**2.3. Payment of Purchase Price.** The Purchase Price, including the credit of the Earnest Money Deposit, shall be paid to Seller by Buyer in cash or other immediately available funds at Closing.

**3. Title/Due Diligence Period.**

**3.1. Title Review.** Within five business days after the Effective Date, Seller will furnish to Buyer a preliminary title report ("Title Report") issued by the Title Company showing the condition of title to the Property, together with copies of all exceptions listed therein. Buyer will have 15 business days after receipt of the Title Report, or any supplement thereto ("Supplemental Report"), to review the Title Report or Supplemental Report and notify Seller, in writing, of Buyer's disapproval, in Buyer's sole and absolute discretion, of any exceptions shown in the Title Report or Supplemental Report ("Buyer's Title Notice"); provided, however, that the easements identified in Section 1.2 shall be allowable exceptions. Buyer's failure to timely deliver Buyer's Title Notice shall be deemed to constitute Buyer's approval of all matters disclosed by the Title Report (or, if applicable, any Supplemental Report). Those exceptions not expressly disapproved by Buyer, taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds, and the easements identified in Section 1.2, will be deemed Permitted Exceptions. Notwithstanding the foregoing, Seller shall be obligated to remove any deeds of trust and other monetary liens, as well as any exceptions to title caused by Seller after the Effective Date.

**3.2. Seller's Response.** Within 10 business days after receiving Buyer's Title Notice, Seller shall deliver to Buyer written notice ("Seller's Title Notice") of those title exceptions disapproved by Buyer that Seller covenants and agrees to either eliminate or cure to Buyer's satisfaction prior to the Closing Date. Seller's failure to deliver Seller's Title Notice to Buyer within the time period specified above shall constitute Seller's election not to eliminate or cure any such exceptions disapproved by Buyer.

**3.3. Buyer's Response.** If Seller elects (or is deemed to have elected) not to eliminate or cure some or all the title exceptions disapproved or deemed disapproved by Buyer, Buyer shall have the right, by written notice delivered to Seller within five business days of receipt of Seller's Title Notice or within five business days after the expiration of the time period during which Seller is entitled to deliver Seller's Title Notice, whichever occurs first, to either (a) waive its prior disapproval of title exceptions that Seller has elected not to cure, or (b) terminate this Agreement by written notice to Seller, in which event, the Earnest Money Note shall be returned to Buyer and this Agreement shall be of no further binding effect on either party. Buyer's failure to deliver such written notice within such five-business day period shall be a conclusive presumption that Buyer has not waived its prior notice as to disapproved exceptions and this Agreement shall automatically terminate and the Earnest Money Note shall be returned to Buyer.

**4. Property Inspection.** During the 90 days following the Effective Date ("Due Diligence Period"), Buyer shall have the right to inspect the Property and determine, in Buyer's sole and absolute discretion, whether the Property is suitable for Buyer's intended use. If Buyer determines that the Property is not suitable, or if this transaction does not close for any reason, Buyer shall provide Seller with copies of all surveys, tests, and inspections, including, but not limited to, all environmental reports and hazardous substance reports. Buyer shall have the right to enter onto the Property to conduct any and all tests, investigations, and inspections deemed necessary by Buyer, including, without limitation, soil, geo-technical, seismic, structural, mechanical, and environmental tests and investigations; provided, however, that Buyer shall give not less than two days' prior notice to Seller of any such entry and shall permit Seller or Seller's agent to accompany Buyer. All costs of such investigation shall be at Buyer's sole cost and expense. If Buyer fails to close this transaction or otherwise terminates this Agreement as provided herein, Buyer shall, at Buyer's sole cost and expense, return the Property to the condition it was in immediately prior to the conduct of such tests, investigations, and/or inspections. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all claims, losses, liabilities, liens, or damages ("Claims"), arising in connection with entry on the Property by Buyer or its agents, employees, or representatives. Notwithstanding the foregoing, Buyer's indemnity obligations set forth in this section shall not include any obligation or duty whatsoever with respect to any Claims (including the Claims that the Property has declined in value) arising out of or resulting from (a) the mere discovery of the presence on the Property of any Hazardous Materials (as defined in Section 8.15) or physical condition of the Property.

**5. Document Inspection.** Within 10 business days after the Effective Date, Seller shall deliver to Buyer true and complete copies of any and all documents relating to or affecting the Property, including, without limitation, permits, approvals, leases, licenses, unrecorded easements, entitlements, agreements that will survive the Closing, development rights, sewer and water capacity rights, surveys, studies and reports prepared by third parties, including, without limitation, soils, seismic, structural, mechanical engineering, property inspection, proof of insurance, hazardous/toxic materials, and environmental impact studies and reports, civil engineering, any declaration of covenants, conditions, and restrictions or similar document ("Property Documents") that are in the possession of or are reasonably accessible to Seller, together with a written disclosure as to any Property Documents (and the contents thereof) that are known to but are not in the possession of Seller, including any and all oral or implied agreements. Provided, however, that Seller will not be obligated to disclose the existence of or deliver to Buyer any appraisals or any other documents relating to the Property that would, under any circumstances, be exempt from disclosure under the Oregon Public Records Act. During the 90-day Due Diligence Period, Buyer may review all documentation relating to the Property at Buyer's sole cost and expense.

**6. Extension of Due Diligence Period.** Buyer, in its sole discretion, may extend the Due Diligence Period for two additional periods of 30 days each. To extend the Due Diligence Period,



Buyer shall notify Seller in writing of the extension no less than five business days prior to the expiration of the original or first extended Due Diligence Period, as applicable. On the first extension of the Due Diligence Period, Buyer shall redeem the Earnest Money Note as provided in Section 2.1. On the second extension of the Due Diligence Period, Buyer shall pay into escrow an extension fee of Five Thousand and No/100 (\$5,000.00) ("Extension Fee"). The Extension Fee shall be nonrefundable to Buyer except in the event of a default hereunder by Seller beyond any applicable notice and cure period but shall be applied to the Purchase Price if the transaction closes.

**7. Approval Notice.** If Buyer determines, in its sole and absolute discretion, that the Property is suitable for its purposes, Buyer may, prior to the expiration of the Due Diligence Period, as may be extended as provided in Section 6 of this Agreement, give Seller written notice approving the Property ("Approval Notice"). Upon Buyer's timely delivery of the Approval Notice, the Earnest Money Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. Following delivery of the Approval Notice, Buyer shall retain the right to enter the Property for the purpose of conducting tests and investigations under the terms of Section 4 of this Agreement. If Buyer fails to timely deliver the Approval Notice before the expiration of the Due Diligence Period, as may be extended as provided in Section 6 of this Agreement, Buyer will be deemed to have found the Property suitable for its purposes.

**8. Seller's Representations and Warranties.** Seller makes the following representations and warranties to Buyer, each of which (a) shall survive the Closing regardless of what investigations Buyer shall have made prior to the Closing Date with respect to such representations and warranties, (b) is material and is being relied upon by Buyer, (c) is true in all respects as of the date hereof, and (d) shall be true as of the Closing Date except to the extent Seller obtains knowledge or notice of any fact or facts that would make any representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Buyer in writing prior to the Closing Date:

**8.1. Authority.** This Agreement has been duly executed and delivered by Seller, and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

**8.2. Property Rights.** Except as set forth in the Title Report (or any Supplemental Report), (a) Seller has not entered into any agreement other than this Agreement that gives any person or entity any present or future right to acquire the Property or any rights or interest, including leases, in or to the Property or any portion thereof, and (b) no person or entity has any right to acquire the Property or any rights or interest in and to the Property or any portion thereof.

**8.3. Condemnation.** Seller has not received any written notification of, and to Seller's knowledge there is no, condemnation or eminent domain proceeding pending or threatened against the Property.

**8.4. Pending Transaction, Suits, or Proceedings.** There are no transactions, suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation, or investigations pending or, to Seller's knowledge, threatened against or affecting the Property or Seller as the owner of the Property in any court at law or in equity, or before or by any governmental department, commission, board, agency, or instrumentality, that would prevent Seller from meeting all of its obligations under this Agreement or that would result in a material adverse change in the condition of the Property.

**8.5. Compliance.** Seller has not received written notification from any insurance company, Board of Insurance Underwriters, or governmental authority specifying any, and to Seller's knowledge there is no, non-compliance of the Property or any portion thereof with applicable codes,

statutes, ordinances, or regulations.

**8.6. Contract Termination.** Seller is not a party to any contract or agreement, nor are there any contracts or agreements, affecting or relating to the Property (other than those, if any, shown in the Title Report or any Supplemental Report) that may not be terminated by Seller on the Closing Date.

**8.7. Assessments.** Except as set forth in the Title Report or any Supplemental Report, there is no lien or special assessment, pending or, to Seller's knowledge, threatened against the Property by any governmental authority.

**8.8. Liens.** Except as set forth in the Title Report or any Supplemental Report, there are no materialmen's, mechanics, or other construction liens pending or, to Seller's knowledge, threatened against the Property.

**8.9. Non-Foreign Person.** Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

**8.10. Defects.** To Seller's actual knowledge, there are no physical, structural, mechanical, inadequate utilities, or other defects or problems related to or affecting the Property and no Hazardous Materials on or near the Property, or its soils, water, or improvements.

**8.11. Contracts.** There are no contracts, agreements, or arrangements, written or oral, express or implied, affecting or related to the Property other than those delivered as part of the Property Documents and all of those are in full force and effect and, to Seller's knowledge, without any existing, pending, or potential default.

**8.12. Access.** There are no facts or conditions that would prevent access to and from the Property on existing highways and roads.

**8.13. Possession.** Other than the lease to Buyer and Buyer's possession of the Property, there are no other leases or tenancies in effect relating to the Property and possession of the Property can and will be delivered to Buyer by Seller on the Closing Date.

**8.14. Off-Site Improvements.** To Seller's actual knowledge, there are no requirements imposing obligations on the owner of the Property to construct any off-site improvements as a condition to the ownership, operation, or further development of the Property or otherwise.

**8.15. Hazardous Materials.** (a) To Seller's actual knowledge and information, the Property has not been used to store, transport, generate, dispose of, deposit, or release (or caused to be used, stored, transported, generated, disposed of, or released) on, within, under, about or from, any Hazardous Materials; (b) neither Seller nor, to Seller's actual knowledge or information, any other person or entity has used, stored, transported, generated, disposed of, or released any Hazardous Materials on, within, under, about, or from the Property; (c) to Seller's actual knowledge and information, no Hazardous Materials have been disposed of, spilled, leaked, or otherwise released on, under, or from property adjacent to or in the immediate vicinity of the Property; (d) neither Seller nor, to Seller's actual knowledge or information, any other person or entity, has installed, operated, or maintained any underground storage tanks on or adjacent to the Property; and (e) to Seller's actual knowledge and information, the Property is not now and never has been in violation and is not currently under investigation for the violation of any Environmental Laws. As used in this Agreement, (x) the term "Hazardous Materials" means any toxic or hazardous substance, material, waste, pollutant, contaminant, or infectious or radioactive material, including but not limited to those

substances, materials, waste, chemicals, or mixtures that are (or that contain any) substances, chemicals, compounds, or mixtures regulated, either now or in the future, under any Environmental Laws, and (y) the term "Environmental Laws" means any federal, state, or local laws, ordinances, codes, statutes, regulations, administrative rules, policies, and orders, and other authority existing now or in the future that classify, regulate, list, or define Hazardous Materials and that have jurisdiction over the Property.

**9. Buyer's Representations and Warranties.** Buyer hereby makes the following representations and warranties to Seller, each of which (a) shall survive the Closing regardless of what investigations Seller shall have made with respect to such representations and warranties prior to the Closing Date, (b) is material and being relied upon by Seller, (c) is true in all respects as of the date hereof, and (d) shall be true as of the Closing Date except to the extent Buyer obtains knowledge or notice of any fact or facts which would make any representation and warranty untrue or misleading in any material respect and discloses such fact or facts to Seller in writing prior to the Closing Date:

**9.1. Organization.** Buyer is a duly organized Oregon special district validly existing and in good standing under the laws of the state of Oregon.

**9.2. Authority.** This Agreement and the transaction contemplated in this Agreement, when executed by a representative of Buyer authorized by Buyer's Board of Directors, shall be a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

**9.3. Indemnification.** Buyer shall indemnify, defend (with counsel reasonably acceptable to Seller), and hold Seller and its agents, directors, officers, employees, representatives, successors, and assigns harmless from and against any claim, demand, loss, liability, or expense, including reasonable attorney fees and costs, arising out of or in connection with Buyer's use of the Property on or prior to the Closing Date. The terms of this Section 11.5 shall survive Closing and recordation of the Deed.

**10. Use of Property.** Buyer will use the Property for purposes of a transit center and pursuant to the terms of the Grant for construction of the visitors center, and failure to do so will trigger Seller's right to seek reversion of the Property as set forth above in Section 1.1.

**11. Seller's Covenants.**

**11.1. Property Removal by Seller.** Seller, at Seller's sole cost and expense, shall remove all of Seller's personal property items located on the Property, if any, and within any improvements located on the Property, including, without limitation, all furnishings, fixtures, appliances, and equipment ("Seller's Property").

**11.2. Cooperation.** Seller acknowledges that Buyer, at its sole cost and expense, must obtain land use planning approvals of the partition in order to define the Property and the easements to be granted to Seller. Prior to Closing and if requested by Buyer, Seller will reasonably cooperate with Buyer, at Buyer's sole cost and expense, in connection with Buyer applying for and obtaining such the partition and any related land use approvals. Buyer will take reasonable steps to avoid causing Seller to incur costs or expenses, including lost personnel time, in the process of obtaining land use planning approvals.

**11.3. Payment of Property Taxes.** Seller shall be responsible for the payment of, and shall pay, all real property taxes due and owing on the Property as of the Closing Date, including any real property taxes that result from the disqualification of the Property from special assessment, if

any, for any reason. Such amounts shall be paid by Seller through Escrow at Closing to the extent they are known on the Closing Date and thereafter, prior to delinquency.

**11.4. Insurance.** Seller shall keep the Property fully insured through the Closing Date.

**11.5. Indemnification.** Seller shall indemnify, defend (with counsel reasonably acceptable to Buyer), and hold Buyer and its agents, directors, officers, employees, representatives, successors, and assigns harmless from and against any claim, demand, loss, liability, or expense, including reasonable attorney fees and costs, arising out of or in connection with Seller's ownership or Seller's use of the Property on or prior to the Closing Date. The terms of this Section 11.5 shall survive Closing and recordation of the Deed.

**12. Conditions Precedent to Buyer's Obligation to Close.** Set forth below are conditions precedent to the obligation of Buyer to consummate the purchase of the Property in accordance with this Agreement. Each such condition must be satisfied or waived in writing by Buyer before Buyer shall be obligated to purchase the Property from Seller. If any condition is not so satisfied or waived, Buyer may terminate the Agreement and the Earnest Money Deposit will be returned to Buyer.

**12.1. Due Diligence Investigation.** Buyer's satisfaction, in its sole discretion, or deemed satisfaction with the results of its due diligence investigation of the Property upon the expiration of the Due Diligence Period.

**12.2. Removal of Exceptions and Satisfaction of Conditions Precedent.** On or before the Closing Date, Seller shall have removed all exceptions in the Title Report or Supplemental Report, except for the Permitted Exceptions listed in Section 3.1 of this Agreement, and the Conditions Precedent of Section 1.2 have been satisfied.

**12.3. Title Policy.** The Title Company shall be unconditionally committed to issue at Closing an American Land Title Association ("ALTA") standard coverage owner's policy of title insurance for the Property, with a liability limit in the amount of the Purchase Price, insuring fee title vests in Buyer and listing as exceptions only the Permitted Exceptions and the easements listed in Section 1.2 of this Agreement (the "Title Policy"). At Buyer's option, Buyer may elect to have the Title Policy issued in an ALTA extended coverage form, and/or to obtain title endorsements, provided that Buyer pays any additional cost associated with such coverage.

**12.4. No Material Adverse Change.** There shall have been no material adverse change in the condition of the Property between the Effective Date and the Closing Date.

**12.5. Marketable Title; Deed.** On the Closing Date, Seller shall convey marketable title to the Property to Buyer by the Deed, free and clear of all liens and encumbrances of record, except Permitted Exceptions in Section 3.1 of this Agreement.

**12.6. Taxes.** If the Closing of this transaction will disqualify the Property from special designation and result in the recapture of property taxes, Buyer shall be responsible for any additional property taxes payable on such disqualification. Accordingly, Seller shall have paid, or have instructed Escrow Holder to pay out of Escrow from funds due to Seller, all real property taxes due on the Property as of the Closing Date, and Buyer will have paid into Escrow any additional real property taxes that result from the disqualification of the Property from special assessment.

**12.7. Possession.** Buyer shall be given possession of the Property immediately on Closing.

**12.8. Deliveries.** Seller shall have made all of the deliveries required by this Agreement, including the fully executed easements.

**12.9. Performance.** Seller shall have timely performed and complied with all obligations Seller is required to perform under this Agreement.

**12.10. Representations and Warranties.** Each representation and warranty of Seller in this Agreement shall have been true in each material respect as of the Effective Date and shall be true in all material respects on the Closing Date.

**13. Conditions Precedent to Seller's Obligation to Close.** Set forth below are conditions precedent to the obligation of Seller to consummate the sale of the Property in accordance with this Agreement. Each such condition must be satisfied or waived in writing by Seller before Seller shall be obligated to sell the Property to Buyer.

**13.1. Deliveries and Satisfaction of Conditions Precedent.** Buyer shall have made all of the deliveries required by this Agreement, including the fully executed easements, and the Conditions Precedent of Section 1.2 have been satisfied.

**13.2. Performance.** Buyer shall have timely performed and complied with all obligations Buyer is required to perform under this Agreement.

**13.3. Representations and Warranties.** Each representation and warranty of Buyer in this Agreement shall have been true in each material respect as of the Effective Date and shall be true in all material respects on the Closing Date.

**14. Proration of Fees and Costs.**

**14.1. Prorations.** As of the Closing Date, Escrow Holder shall prorate between the parties, based on the latest information available to Escrow Holder, all taxes, bonds, and assessments ("Taxes") and utilities for the Property. Except as provided in Section 12.6, if after the Closing Date, either party receives a bill for any Taxes, the parties agree that the Taxes shall be prorated between the parties as of the Closing Date, the party receiving the bill for the Taxes shall notify the other party in writing of the amount of such Taxes, and the party receiving that notice shall pay its prorated share of such Taxes within 30 days of demand but not later than 10 days prior to delinquency. The provisions of this section shall survive Closing.

**14.2. Seller's Fees and Costs.** Seller shall pay (a) one-half of Escrow Holder's escrow fee; (b) the premium for the Title Policy up to the amount the Title Company would charge for a ALTA form of standard coverage owner's policy of title insurance in the amount of the Purchase Price; (c) recording fees to clear title; and (d) its attorney and expert fees and costs, if any.

**14.3. Buyer's Fees and Costs.** Buyer shall pay (a) one-half of Escrow Holder's escrow fee; (b) the fee for an extended coverage Title Policy and Buyer's desired endorsements, if any; (c) any wire transfer costs for the transfer of funds into Escrow by Buyer; (d) recording fees for the Deed; and (e) its attorney and expert fees and costs, if any.

**14.4. Thirty-Day Month.** All prorations and/or adjustments called for in this

Agreement are to be made based on a 30-day month, unless otherwise specifically instructed in writing.

**15. Closing.**

**15.1. Closing Date.** Subject to the terms and conditions of this Agreement, the closing of this transaction ("Closing") shall occur at the offices of the Title Company within ten (10) business days following the completion of Buyer's Title/Due Diligence Period, Sections 3 – 7 of this Agreement, or as soon thereafter as reasonably possible ("Closing Date"). The Closing Date may be extended by the written agreement of Seller and Buyer.

**15.2. Seller's Deliveries.** At Closing, Seller shall deliver to Escrow Holder the following items:

**15.2.1.** The Deed conveying the Property to Buyer, fully executed, and acknowledged by Seller, subject only to the Permitted Exceptions and other matters approved by Buyer in writing prior to Closing.

**15.2.2.** A Closing statement, fully executed by Seller, that sets forth the Purchase Price, all adjustment to the Purchase Price expressly provided for in this Agreement, all amounts being prorated between the parties pursuant to this Agreement, and all disbursements to be made at the Closing on their behalf; and

**15.2.3.** Such other documents as are reasonably required by this Agreement and applicable law to consummate the Closing.

**15.3. Buyer's Deliveries.** At Closing, Buyer shall deliver to Escrow Holder the following items:

**15.3.1.** The Purchase Price, less the Earnest Money Deposit, in immediately available funds, adjusted as provided for in Section 14;

**15.3.2.** A Closing Statement, fully executed by Buyer, that sets forth the Purchase Price, all adjustment to the Purchase Price expressly provided for in this Agreement, all amounts being prorated between the parties pursuant to this Agreement, and all disbursements to be made at the Closing on their behalf; and

**15.3.3.** Such other documents as are reasonably required by applicable law to consummate the Closing.

**16. Recordation and Distribution of Funds and Documents.** On the satisfaction of all conditions to Closing:

**16.1. Recorded Documents.** Escrow Holder shall cause the County Recorder of Clackamas County, Oregon, to record the Deed and shall cause the County Recorder to mail the Deed, after recordation, to Buyer.

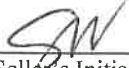
**16.2. Copies.** As soon as possible after Closing, Escrow Holder shall deliver to Seller and Buyer (a) a copy of the Deed, conformed to show the recording date, and conformed copies of each document recorded to place title in the condition required by this Agreement, (b) a copy of each non-recorded document received hereunder by Escrow Holder, and (c) copies of all documents deposited into Escrow.

**16.3. Payment of Funds.** At Closing, Escrow Holder shall deliver to Seller all amounts to which Seller is entitled under this Agreement, and any excess amount to Buyer.

**17. Default and Remedies.**

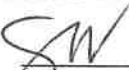
**17.1. Buyer's Default.** If Buyer breaches this Agreement and fails to cure such breach within the notice and cure period provided for in Section 17.4, Buyer shall be in default hereunder and Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money Deposit as liquidated damages. Such amount of liquidated damages has been negotiated and agreed by the parties to be reasonable compensation and the exclusive remedy for Buyer's default, since the precise amount of such compensation would be difficult to determine. Seller shall have no right to any other action or damages against Buyer. By initialing in the spaces below, Seller and Buyer each specifically affirm its respective agreement to this liquidated damage provision as Seller's sole and exclusive remedy for Buyer's default, and that the sum is a reasonable sum. If Closing does not occur solely due to Buyer's default, Buyer shall pay all Escrow fees, termination, or cancellation charges, however characterized.

\_\_\_\_\_  
Buyer's Initials

  
\_\_\_\_\_  
Seller's Initials

**17.2. Seller's Default.** If Seller breaches this Agreement and fails to cure such breach within the notice and cure period provided for in Section 17.4, Seller shall be in default hereunder and Buyer shall be entitled, as its sole right and remedy for such breach, to either (a) terminate this Agreement, in which event, the Earnest Money Deposit shall immediately be returned to Buyer by Escrow Holder and Seller shall pay Buyer, on Buyer's demand and evidence of such costs, the aggregate of actual third-party costs incurred by Buyer with respect to its due diligence investigation of the Property, or in the alternative, (b) pursue an action for specific performance. The foregoing shall be Buyer's sole and exclusive remedies, and if Buyer elects not to pursue specific performance, the actual third-party costs of due diligence shall be regarded as liquidated damages, the amount of which have been negotiated and agreed by the parties to be reasonable compensation and the remedy for Seller's default, since the precise amount of such compensation would be difficult to determine. By initialing in the spaces below, Seller and Buyer each specifically affirm their respective agreement to this liquidated damage provision as a Buyer remedy for Seller's default, and that the sum is a reasonable sum. If Closing does not occur solely due to Seller's default, Seller shall pay all Escrow fees, termination, or cancellation charges, however characterized.

\_\_\_\_\_  
Buyer's Initials

  
\_\_\_\_\_  
Seller's Initials

**17.3. Other Failure.** If this Agreement is terminated in accordance with any provision herein that authorizes termination other than upon default of a party, then Buyer and Seller each shall pay one-half of the Escrow cancellation charges. On such termination, the parties promptly shall sign such instructions and other instruments as may be necessary to affect the termination or cancellation of the Escrow and the return of the Earnest Money Deposit to Buyer. Notwithstanding the foregoing or any other provision in this Agreement, this Section 17.3 shall not be applicable to any default or termination of this Agreement that is brought about or occasioned by the willful act, willful failure to act, or intentionally fraudulent representation, warranty or misrepresentation of Buyer or Seller.

**17.4. Cure Periods.** If either Buyer or Seller contends that the other is in breach of this Agreement, that party shall notify the other of the breach in writing and afford to the other party a

cure period of five business days following receipt of notice of any breach. Such cure period shall be provided only if the breach is reasonably susceptible to cure.

**18. Assignment.** Neither Seller nor Buyer may assign or otherwise transfer any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

**19. Attorney Fees.** If an action is instituted between Seller and Buyer in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including, without limitation, attorney, paralegal, and other expert fees and costs as fixed by the court therein, at trial or on appeal and including, without limitation, any proceeding under the U.S. Bankruptcy Code. In addition, if either party incurs attorney, paralegal and other expert fees, or costs in successfully enforcing any rights of indemnification set forth herein, such fees and costs shall be recoverable from the other party hereto.

**20. Casualty.**

**20.1. Casualty Loss.** In the event of loss of or damage to the Property or improvements included within the Property by fire or other casualty prior to Closing (a "Casualty"), Seller shall be entitled to any and all insurance proceeds payable as a result of such loss and Buyer shall have no claim for or interest therein. Seller shall immediately provide Buyer with written notice of such Casualty and Buyer may terminate the Agreement by written notice given to Seller within 10 business days of Buyer's receipt of Seller's Casualty notice. If Buyer does not terminate the Agreement following a Casualty, the Purchase Price shall be reduced by the amount of insurance proceeds received by Seller due to the Casualty, Seller shall not repair any damage to, or rebuild any improvements on, the Property.

**20.2. Termination Due to Casualty.** If Buyer terminates this Agreement due to Casualty, on notice of termination from Buyer, Escrow Holder shall immediately terminate Escrow. Seller and Buyer each shall be responsible for payment to Escrow Holder of one-half of the Escrow fees, termination, or cancellation charges, however characterized, if any. Upon termination of this Agreement as provided in this Section 20, Escrow Holder shall disburse the Earnest Money Deposit (and any interest earned thereon) to Buyer (less Buyer's share, if then unpaid, of the Escrow fees and charges related to termination, if any).

**21. Eminent Domain.**

**21.1. Taking.** In the event a proceeding is instituted or threatened prior to Closing for the taking of all or any portion of the Property under the power of eminent domain (a "Taking"), Seller shall immediately upon obtaining knowledge thereof provide Buyer with written notice of such Taking. Thereafter, Buyer shall have the right, by giving written notice to Seller within 10 business days after receipt of Seller's written notice of any such Taking, either to (a) consummate the purchase and sale of the Property in accordance with this Agreement (in which event Seller shall deliver to Buyer at Closing an assignment reasonably satisfactory in form and substance to Buyer of all right, title, and interest, if any, which Seller may have in the award payable by reason of the Taking and, concurrently therewith, deposit cash in Escrow for Buyer in the amount of any and all such proceeds and award received by Seller; or (b) terminate this Agreement effective as of the date such notice of termination is given to Seller. The Closing Date shall be deferred, if necessary, to permit Buyer to have the 10-business day period following a Taking to make the election specified in this section. Buyer's failure to timely make an election under this Section 21.1 shall constitute Buyer's termination of this Agreement pursuant to clause (b) above.



**21.2. Termination Due to Taking.** If Buyer terminates the Agreement due to Taking, on notice from Buyer, Escrow Holder shall immediately terminate Escrow. Seller and Buyer each shall be responsible for payment to Escrow Holder of one-half of the Escrow fees and charges related to termination, if any. Upon termination of this Agreement as provided in this Section 21, Escrow Holder shall disburse the Earnest Money Deposit (and any interest earned thereon) to Buyer (less Buyer's share, if then unpaid, of the Escrow fees and charges related to termination, if any).

**22. Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

**23. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

**24. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Oregon. Venue for any dispute shall be in Tillamook County, Oregon.

**25. Modification.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by Seller and Buyer.

**26. Broker.** Seller represents and warrants to Buyer that no real estate agent or broker was involved in the transaction contemplated herein on its behalf and Buyer represents and warrants to Seller that no real estate agent or broker was involved in the transaction contemplated herein on its behalf. In the event any claims for real estate commissions, fees, or compensation arise in connection with this transaction, the party so incurring or causing such claims shall indemnify, defend, and hold harmless the other party from any loss or damage, including attorneys' fees that the other party suffers because of said claims.

**27. Notices.** Any notice or document to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, by Federal Express or other similar overnight delivery service marked for next business day delivery, or by electronic mail with confirmation, to the parties and their attorneys, as listed below. Regardless of the means of delivery chosen, the party giving notice shall also send a copy thereof by electronic mail. Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) three days after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by electronic mail or overnight delivery service. Any party may designate a different address, which shall be substituted for the one specified below, by written notice to the others.

<b>If to Seller:</b>	Paul Wyntergreen City Manager City of Tillamook 210 Laurel Tillamook, OR 97141 E-mail: pwyntergreen@tillamookor.gov

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<b>If to Buyer:</b>	Doug Pilant General Manager Tillamook County Transportation District 3600 Third St. #A Tillamook, OR 97141 E-mail: <a href="mailto:dpilant@tillamookbus.com">dpilant@tillamookbus.com</a>
<b>With a copy to:</b>	Innova Legal Advisors PC Attn: Ron Guerra One Centerpointe Dr., Suite 530 Lake Oswego, OR 97035 Facsimile: (503) 905-8766 E-mail: <a href="mailto:ron.guerra@innovalegaladvisors.com">ron.guerra@innovalegaladvisors.com</a>

**28. Remedies Cumulative.** Except as may be specifically set forth herein, all rights and remedies of Buyer and Seller contained in this Agreement shall be construed and held to be cumulative.

**29. Severability.** If any phrase, clause, sentence, paragraph, section, or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

**30. Successors and Assigns.** Subject to limitations expressed elsewhere in this Agreement, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors or assigns of the parties hereto. As used in the foregoing, "successors" shall refer to the parties' interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

**31. Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

**32. Legal Representation.** The parties acknowledge that they have each been advised by independent legal counsel of their own choosing in the preparation of this Agreement.

**33. Waiver.** No waiver by Buyer or Seller of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Buyer or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

**34. Survival.** All covenants or obligations of Buyer or Seller, the full performance of which are not required or not capable of full performance before the Closing Date or payment of the Purchase Price and delivery of the Deed will survive the Closing, the payment of the Purchase Price, and the delivery and recordation of the Deed and be fully enforceable thereafter in accordance with

their terms.

**35. Extension of Time.** If the date for Closing, giving notice, or performing any other obligation under this Agreement falls on a day that is not a business day, then the time for performance shall be extended to the next business day.

**36. Statutory Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON' S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**37. Counterparts.** This Agreement may be executed in counterparts, by exchange of electronic copies of executed signature pages, or both, with the same effect as if they were a single original instrument bearing original signatures. Copies received by electronic delivery are acceptable and deemed original signatures.

**SELLER**

CITY OF TILLAMOOK. an Oregon municipal corporation

Date: Dec 8, 2020  
By: Suzanne Weber  
Name: Suzanne Weber  
Title: Mayor

**BUYER**

TILLAMOOK COUNTY TRANSPORTATION DISTRICT, an Oregon special district

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of                        )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by  
\_\_\_\_\_ as the (Office of Signer) \_\_\_\_\_ of the City  
of Tillamook.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of                        )

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_ as the (Office of Signer) \_\_\_\_\_ of  
Tillamook County Transportation District.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

**CONSENT OF ESCROW HOLDER**

The undersigned Escrow Holder hereby agrees to (a) accept the foregoing Agreement, (b) be Escrow Holder under the Agreement, and (c) be bound by the Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability, or responsibility under (i) this Consent or otherwise unless and until the Agreement, fully signed by the parties, has been delivered to the undersigned, or (ii) any amendment to the Agreement unless and until the same has been delivered to the undersigned.

Dated: \_\_\_\_\_, 2020

**Ticor Title of Oregon**

I

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit D  
Promissory Note**

**Maker: Tillamook County Transportation District, an Oregon special district**

Amount: \$5,000.00

Date: \_\_\_\_\_, 2020

IN THIS PROMISSORY NOTE (“Earnest Money Note”), “Maker” means Tillamook County Transportation District, an Oregon special district, as maker of this Earnest Money Note, and “Payee” means City of Tillamook, an Oregon municipal corporation. Maker and Payee entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated \_\_\_\_\_, 2020 (the “Agreement”) for the purchase of certain real property. Pursuant to the Agreement, Maker is obligated to deposit the Earnest Money Note with Escrow Holder as an earnest money deposit. The Earnest Money Note is payable pursuant to the Agreement. Unless expressly provided otherwise herein, the defined terms set forth in this Earnest Money Note shall have the same meanings given those terms in the Agreement.

- 1. PROMISE TO PAY; INTEREST.** Pursuant to and as provided in the Agreement, Maker promises to pay to the order of Escrow Holder the sum of \$5,000.00, in accordance with the Agreement.
- 2. LEGAL TENDER.** Payment under this Earnest Money Note shall be in lawful money of the United States.
- 3. AGREEMENT.** Maker and Payee agree that all covenants, agreements, terms, and conditions of the Agreement govern the payment of this Earnest Money Note. In the event of any conflict between the Earnest Money Note and the Agreement, the Agreement shall control.
- 4. GOVERNING LAW; VENUE.** This Earnest Money Note shall be governed by and construed in accordance with the laws of the State of Oregon. In any suit or action hereon, venue shall be in Tillamook County, Oregon.
- 5. AUTHORITY.** The person executing this Earnest Money Note on behalf of Maker represents and warrants that he or she is duly authorized and empowered to execute this Earnest Money Note on behalf of Maker.

**MAKER**

Tillamook County Transportation District, an Oregon special district

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**AFTER RECORDING RETURN TO:**

Tillamook County Transportation District  
Attention: Doug Pilant  
3600 Third St. #A  
Tillamook, OR 97141

Grantor/Project: Tillamook County Transportation District, Transit Visitor  
Center Project

Grantee: City of Tillamook

**INGRESS/EGRESS EASEMENT AGREEMENT**

THIS AGREEMENT is made effective as of this 8 day of December, 2020, by and between Tillamook County Transportation District, an Oregon special district ("Grantor"), and the City of Tillamook, an Oregon municipal corporation ("Grantee"). Grantor and Grantee are each referred to herein sometimes as a "Party" and collectively as the "Parties."

**Recitals**

A. Grantor has purchased from Grantee Parcel 1 of the property more particularly described in the attached Exhibit A, ("Grantor's Property"). Grantee has retained ownership of Parcel 2 of the property more particularly described in Exhibit A, ("Grantee's Property"). Grantor's Property is located adjacent to Grantee's Property.

B. A condition of the sale of the Grantor Property requires that Grantor provide this Ingress/Egress Easement to Grantee, and the Parties desire to enter into and record this Ingress/Egress Easement Agreement to allow Grantor to satisfy the condition of sale.

**NOW THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Ingress/Egress Easement.** Grantor hereby irrevocably grants and conveys to Grantee, solely for the purposes set out herein, a non-exclusive, appurtenant, perpetual ingress/egress easement over, under, and across Grantor's Property (the "Easement"), such area being legally described and generally depicted in the attached Exhibit B, and by this reference incorporated herein (the "Easement Area"). This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, successors, and assigns.

2. **Purpose of Easement.** The purpose of this easement is to allow Grantee and Grantee's agents, invitees, licensees, tenants, guests, employees, contractors, grantees, successors and assigns, and other authorized persons under the express or implied invitation or consent of Grantee (collectively, "Grantee Parties") to enter upon and use the Easement Area for pedestrian and vehicular access to and from Grantee's Property.

3. **Non-exclusive Grant.** This access easement is non-exclusive and subject and subordinate to all prior rights. Grantor reserves the right to use the Easement Area for all purposes that do not unreasonably interfere with Grantee's permitted uses of the Easement Area in accordance with the terms hereof. Further, Grantor expressly reserves the rights, for itself and its successors and assigns, to grant such other easements, rights, and licenses to such other persons or entities as the Grantor may determine in its sole and absolute discretion; provided, however, that such use does not unreasonably interfere with Grantee's permitted use of the Easement Area in accordance with the terms hereof.

4. **Maintenance of the Maintenance Easement.** Grantee shall comply with all rules, laws, ordinances, and requirements regarding its maintenance and use of the Easement Area and shall obtain all required permits and licenses at its sole cost and expense. Maintenance expenses shall be shared with Grantor as the parties shall equitably agree in relation to the amount of use. If any party sharing maintenance costs reasonably determines that the maintenance obligation is not equitable between the applicable parties, then the affected parties shall agree on a different sharing of maintenance costs based on usage; provided, however that if the parties cannot agree on a different sharing, they shall appoint a third-party arbitrator who shall decide on the appropriate sharing. If the parties cannot agree on an arbitrator, any party may petition the Presiding Judge of the Circuit Court of Tillamook County to appoint an arbitrator. As between Grantor and Grantee, Grantor shall be responsible for performing maintenance as needed, and Grantee shall reimburse Grantor for its share. Grantor shall bill Grantee periodically for such costs and expenses, but not more often than four (4) times per calendar year. Reimbursement will be made within thirty (30) days after receipt of any such billing. All payments not made within such 30-day period will bear interest at the rate of 9% per annum.

5. **Notices.** Any notice, demand, or request to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, by Federal Express or other similar overnight delivery service marked for next business day delivery, or by electronic mail with confirmation, to the parties and their attorneys, as listed below. Regardless of the means of delivery chosen, the party giving notice shall also send a copy thereof by electronic mail. Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) three days after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by electronic mail or overnight delivery service. Any party may designate a different address, which shall be substituted for the one specified below, by written notice to the others:

To Grantor:                      Doug Pilant  
    General Manager  
    Tillamook County Transportation District  
    3600 Third St. #A  
    Tillamook, OR 97141

E-mail: [dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com)



To Grantee: Paul Wyntergreen  
City Manager  
City of Tillamook  
210 Laurel  
Tillamook, OR 97141  
E-mail: pwyntergreen@tillamookor.gov

6. **Indemnification.** To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Grantee shall indemnify, defend, and hold Grantor harmless from and against any injury, expense, damage, liability, or claim, including, but not limited, to reasonable attorney fees, incurred by Grantor, to the extent arising directly or indirectly from the rights granted by Grantor to Grantee and Grantee Parties hereunder or any act or omission by Grantee or any Grantee Party. Grantee assumes all risk arising out of the use of the Easement Area by it and the Grantee Parties and, as it relates to the use of the Easement Area, Grantor shall have no liability to Grantee or any Grantee Party from any condition existing on the Easement Area or any other part of Grantor's Property.

7. **Insurance.** During the term of this Easement, Grantee shall carry worker's compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage for injury to or death of any person or persons and for damage to property occasioned by or arising out of any use of the Easement Area by Grantee or a Grantee Party. Such insurance shall name Grantors as an additional insured. Grantee shall deliver to Grantor certificates of insurance evidencing the insurance required by this section.

8. **Restrictions on Grantee's Use of Easement Area; Damage.** Grantee shall use, and shall cause Grantee Parties to use, the Easement Area only as necessary for the purpose described in this Easement. Such use shall not interfere with Grantor's use and enjoyment of Grantor's Property. Grantee shall ensure that the Easement Area is kept free and clear of debris, caused by Grantee or Grantee Parties at all times, and will not use the Easement Area for parking vehicles or storing vehicles, equipment, material, or any other items. At Grantee's sole cost and expense, Grantee agrees to repair all damage caused to the Easement Area or Grantor's Property by Grantee or any Grantee Party. If Grantee fails to repair any damage or restore the Easement Area following completion of the construction of the improvements, then after Grantor has given thirty (30) days' notice and opportunity to cure, Grantor shall have the right to have the repair or restoration work performed and to charge Grantee the for the work, plus interest at 9% per annum.

9. **Environmental Contamination.** Grantee shall not have any responsibility for pre-existing environmental contamination. Grantee shall indemnify, defend, and hold Grantor harmless of and from loss, cost, charge, and expense, including reasonable attorney fees arising from or in any way related to any environmental contamination caused by Grantee or Grantee Parties during the use of the Easement Area.

10. **Default.** If Grantee violates any of the terms, covenants, or conditions of this Easement, or fails to perform any of its obligations included in this Easement in a timely manner, and fails to remedy such breach after a reasonable period of time after notice, Grantor shall have

the right to declare this Easement null and void and of no further force and effect. In such event, Grantee shall vacate the Easement Area, and, at its sole cost and expense, return the Easement Area to Grantor in the same or better condition as existed when it was received by Grantee.

11. **General.** This Easement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. Time is of the essence with respect to the performance of the obligations set forth in this Easement. No third-party beneficiary rights are created by this Easement.

12. **Amendment.** This Easement may be amended only by an instrument in writing signed by Grantors and Grantee. All approvals required hereunder shall also be in writing.

13. **General.** This agreement shall bind and inure to the benefit of the parties, their heirs, assigns, administrators and successors in interest.

The consideration for this grant is **non-monetary**.

**IN WITNESS WHEREOF**, the parties have executed this Ingress/Egress Easement Agreement effective as of the date noted above.

Grantor:

Grantee:

Tillamook County Transportation District,  
an Oregon special district

City of Tillamook, an Oregon  
municipal corporation

By: \_\_\_\_\_

By: Suzanne Weber

Name: \_\_\_\_\_

Name: Suzanne Weber

Title: \_\_\_\_\_

Title: Mayor



**AFTER RECORDING RETURN TO:**

Tillamook County Transportation District  
Attention: Doug Pilant  
3600 Third St. #A  
Tillamook, OR 97141

Grantor/Project: Tillamook County Transportation District, Transit Visitor  
Center Project

Grantee: City of Tillamook

**MAINTENANCE EASEMENT AGREEMENT**

THIS AGREEMENT is made effective as of this 8 day of December, 2020, by and between Tillamook County Transportation District, an Oregon special district (“Grantor”), and the City of Tillamook, an Oregon municipal corporation (“Grantee”). Grantor and Grantee are each referred to herein sometimes as a “Party” and collectively as the “Parties.”

**Recitals**

A. Grantor has purchased from Grantee Parcel 1 of the property more particularly described in the attached Exhibit A, (“Grantor’s Property”). Grantee has retained ownership of Parcel 2 of the property more particularly described in Exhibit A, (“Grantee’s Property”). Grantor’s Property is located adjacent to Grantee’s Property.

B. A condition of the sale of the Grantor’s Property requires that Grantor provide this Maintenance Easement to Grantee, and the Parties desire to enter into and record this Maintenance Agreement to allow Grantor to satisfy the condition of sale.

**NOW THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Maintenance Easement.** Grantor hereby irrevocably grants and conveys to Grantee, solely for the purposes set out herein, a non-exclusive, appurtenant, perpetual maintenance easement over, under, and across Grantor’s property (the “Easement”), such area being legally described and generally depicted in the attached Exhibit B, and by this reference incorporated herein (the “Easement Area”). This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, successors, and assigns.

2. **Purpose of Easement.** The purpose of this easement is to allow Grantee and Grantee’s agents, invitees, licensees, tenants, guests, employees, contractors, grantees, successors and assigns, and other authorized persons under the express or implied invitation or consent of Grantee (collectively, “Grantee Parties”) to enter upon and use the Easement Area for electric, water, sewer, drainage and maintenance of City Hall, which is the existing building and use of Grantee’s Property.

3. **Non-exclusive Grant.** This access easement is non-exclusive and subject and subordinate to all prior rights. Grantor reserves the right to use the Easement Area for all purposes that do not unreasonably interfere with Grantee's permitted uses of the Easement Area in accordance with the terms hereof. Further, Grantor expressly reserves the rights, for itself and its successors and assigns, to grant such other easements, rights, and licenses to such other persons or entities as the Grantor may determine in its sole and absolute discretion; provided, however, that such use does not unreasonably interfere with Grantee's permitted use of the Easement Area in accordance with the terms hereof.

4. **Maintenance of the Maintenance Easement.** Grantee shall comply with all rules, laws, ordinances, and requirements regarding its maintenance and use of the Easement Area and shall obtain all required permits and licenses at its sole cost and expense.

5. **Notices.** Any notice, demand, or request to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, by Federal Express or other similar overnight delivery service marked for next business day delivery, or by electronic mail with confirmation, to the parties and their attorneys, as listed below. Regardless of the means of delivery chosen, the party giving notice shall also send a copy thereof by electronic mail. Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) three days after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by electronic mail or overnight delivery service. Any party may designate a different address, which shall be substituted for the one specified below, by written notice to the others:

To Grantor:                    Doug Pilant  
   General Manager  
   Tillamook County Transportation District  
   3600 Third St. #A  
   Tillamook, OR 97141

To Grantee:                    E-mail: dpilant@tillamookbus.com  
   Paul Wyntergreen  
   City Manager  
   City of Tillamook  
   210 Laurel  
   Tillamook, OR 97141  
   Fax: ( ) \_\_\_\_\_  
   E-mail: pwyntergreen@tillamookor.gov

6. **Indemnification.** To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Grantee shall indemnify, defend, and hold Grantor harmless from and against any injury, expense, damage, liability, or claim, including, but not limited, to reasonable attorney fees, incurred by Grantor, to the extent arising directly or indirectly from the rights granted by Grantor to Grantee and Grantee Parties hereunder or any act or omission by Grantee or any Grantee Party. Grantee assumes all risk arising out of the use of the Easement Area by it and the Grantee Parties and, as it relates to the use of the Easement Area, Grantor shall have no

liability to Grantee or any Grantee Party from any condition existing on the Easement Area or any other part of Grantor's Property.

7. **Insurance.** During the term of this Easement, Grantee shall carry worker's compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage for injury to or death of any person or persons and for damage to property occasioned by or arising out of any use of the Easement Area by Grantee or a Grantee Party. Such insurance shall name Grantors as an additional insured. Grantee shall deliver to Grantor certificates of insurance evidencing the insurance required by this section.

8. **Restrictions on Grantee's Use of Easement Area; Damage.** Grantee shall use, and shall cause Grantee Parties to use, the Easement Area only as necessary for the purpose described in this Easement. Such use shall not interfere with Grantor's use and enjoyment of Grantor's Property. Grantee shall ensure that the Easement Area is kept free and clear of debris, caused by Grantee or Grantee Parties at all times, and will not use the Easement Area for parking vehicles or storing vehicles, equipment, material, or any other items. At Grantee's sole cost and expense, Grantee agrees to repair all damage caused to the Easement Area or Grantor's Property by Grantee or any Grantee Party. If Grantee fails to repair any damage or restore the Easement Area following completion of the construction of the improvements, then after Grantor has given thirty (30) days' notice and opportunity to cure, Grantor shall have the right to have the repair or restoration work performed and to charge Grantee the for the work, plus interest at 9% per annum.

9. **Environmental Contamination.** Grantee shall not have any responsibility for pre-existing environmental contamination. Grantee shall indemnify, defend, and hold Grantor harmless of and from loss, cost, charge, and expense, including reasonable attorney fees arising from or in any way related to any environmental contamination caused by Grantee or Grantee Parties during the use of the Easement Area.

10. **Default.** If Grantee violates any of the terms, covenants, or conditions of this Easement, or fails to perform any of its obligations included in this Easement in a timely manner, and fails to remedy such breach after a reasonable period of time after notice, Grantor shall have the right to declare this Easement null and void and of no further force and effect. In such event, Grantee shall vacate the Easement Area, and, at its sole cost and expense, return the Easement Area to Grantor in the same or better condition as existed when it was received by Grantee.

11. **General.** This Easement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. Time is of the essence with respect to the performance of the obligations set forth in this Easement. No third-party beneficiary rights are created by this Easement.

12. **Amendment.** This Easement may be amended only by an instrument in writing signed by Grantors and Grantee. All approvals required hereunder shall also be in writing.

13. **General.** This agreement shall bind and inure to the benefit of the parties, their heirs, assigns, administrators and successors in interest.

The consideration for this grant is **non-monetary**.

**IN WITNESS WHEREOF**, the parties have executed this Ingress/Egress Easement Agreement effective as of the date noted above.

Grantor:

Tillamook County Transportation District,  
an Oregon special district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Grantee:

City of Tillamook, an Oregon  
municipal corporation

By: Suzanne Weber

Name: Suzanne Weber

Title: Mayor

**NOTARIZE DOCUMENT BELOW**

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This Ingress/Egress Easement Agreement was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as (Officer of Signer) \_\_\_\_\_ (title) of Tillamook County Transportation District.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_





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

**Authorizing the General Manager to )  
Execute an Agreement with the State )  
of Oregon, acting by and through its )  
Department of Transportation )  
Rail and Public Transit Division )**

**RESOLUTION NO. 20-31**

**WHEREAS**, the Oregon Department of Transportation's Public Transportation Division developed and implemented the Rural Veterans Healthcare Transportation ("RVHT") Grant Program; and

**WHEREAS**, the RVHT Grant Program provides for servicing the transit-related healthcare needs of veterans living in rural areas; and

**WHEREAS**, the Tillamook County Transportation District (the "District") is a transit agency providing local and intercity bus transportation services in Tillamook County and operates in Clatsop County and Lincoln County in alliance with local transit agencies; and

**WHEREAS**, the District seeks to assist the healthcare needs of veterans, including those veterans with mobility devices requiring ADA accessible vehicles, by adding transportation services to medical clinics in and around Tillamook County, Clatsop County, Lincoln County and Marion County; and

**WHEREAS**, the funds provided under this Grant Program would enable the District to fulfill such assistance by hiring the services of more transportation drivers and improving vehicle resources; and

**WHEREAS**, the State of Oregon, acting by and through its Department of Transportation, Rail and Public Transit Division, desires to provide and the District desires to accept grant funds in an amount not to exceed \$50,000.00 to provide transportation services to veterans in rural areas who are seeking access to healthcare; and

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

that the Board authorizes the General Manager to execute an Agreement with the State of Oregon, acting by and through its Department of Transportation.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of December 2020.

ATTEST:

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By: \_\_\_\_\_  
James Huffman, Board Chair

By: \_\_\_\_\_  
Doug Pilant, General Manager

**EXHIBIT A**

**AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH  
ITS DEPARTMENT OF TRANSPORTATION, RAIL AND PUBLIC TRANSIT DIVISION  
AND TILLAMOOK COUNTY TRANSPORTATION DISTRICT  
AGREEMENT No. 34596**

PUBLIC TRANSPORTATION 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, 2021** (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 6.b.iv 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: Insurance Requirements**

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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$50,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$50,000.00** in Grant Funds for eligible costs described in Section 6 hereof.
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](mailto: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 delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.
  - 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 any 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 by any state or federal agency 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) 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 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 and the Secretary 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. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as 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.

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b. **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.

c. **Procurements.**

i. 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. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. 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

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- 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. **Reserved.**
- 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 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. 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) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon,** by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 11/20/2020

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

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**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: RVHT Tillamook County Transportation District 34596</b>				
<i>Operations</i>				
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$50,000.00	\$50,000.00	\$0.00	
<b>Sub Total</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	
<b>Grand Total</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	

**1. BACKGROUND**

*The Rural Veterans Healthcare Transportation (RVHT) Grant Program was created through a partnership between State and the Oregon Department of Veterans' Affairs (ODVA) and provides free rides to veterans residing in rural areas who are seeking access to the healthcare benefits they've earned. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of RVHT and its associated reporting requirements.*

**2. PROJECT DESCRIPTION**

*This Agreement provides funding for Recipient to provide new health care access services to veterans in and around, Tillamook, Clatsop, Lincoln, and Marion Counties, Oregon.*

*This funding will also provide trips from home to the Disabled American Veterans van with 5 trips a week to Portland, Oregon to the Veterans Administration Hospital, when and if the Disabled American Veterans van service resumes. The service shall be open to all veterans.*

*Outreach shall be performed through veteran's service providers, such as Tillamook County Veteran's Services, Oregon Department of Veterans Affairs, and any other applicable veterans groups. Recipient shall promote activities through existing Dial-A-Ride, NW Rides NEMT call center, district website, social media, and handouts.*

**3. PROJECT DELIVERABLES and TASKS**

*The service, schedule, days, hours and service type will be designed to meet the needs of veterans as determined by Recipient in consultation with the operator of service, the affected community members and stakeholders identified by Recipient.*

*To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Recipient will serve veterans in a coordinated, shared ride mode where and when practicable, and a dedicated ride mode where and when it is not.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.*

*Recipient will market the services to veterans, provide veteran-centered outreach, and offer training to assist veterans in learning to use public transit.*

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**4. PROJECT ACCOUNTING and MATCHING FUNDING**

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*This award does not require local match. The RVHT Grant Program reimburses the fully-allocated cost of services under this Agreement. Recipient may not charge a fare, co-pay, or other form of fee-for-service.*

**5. REPORTING and INVOICING REQUIREMENTS**

*Recipient shall complete a report provided by State that includes rides, miles, and hours; outreach events, contacts, trainings, and publications; and a brief narrative describing veteran-centered outcomes. This report shall be attached to reimbursement requests filed quarterly in State's grant management system, OPTIS.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b> STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30  And/Or  STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	<b>State Funding Agency</b> Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>Total State Funding</b> <b>\$50,000.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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.



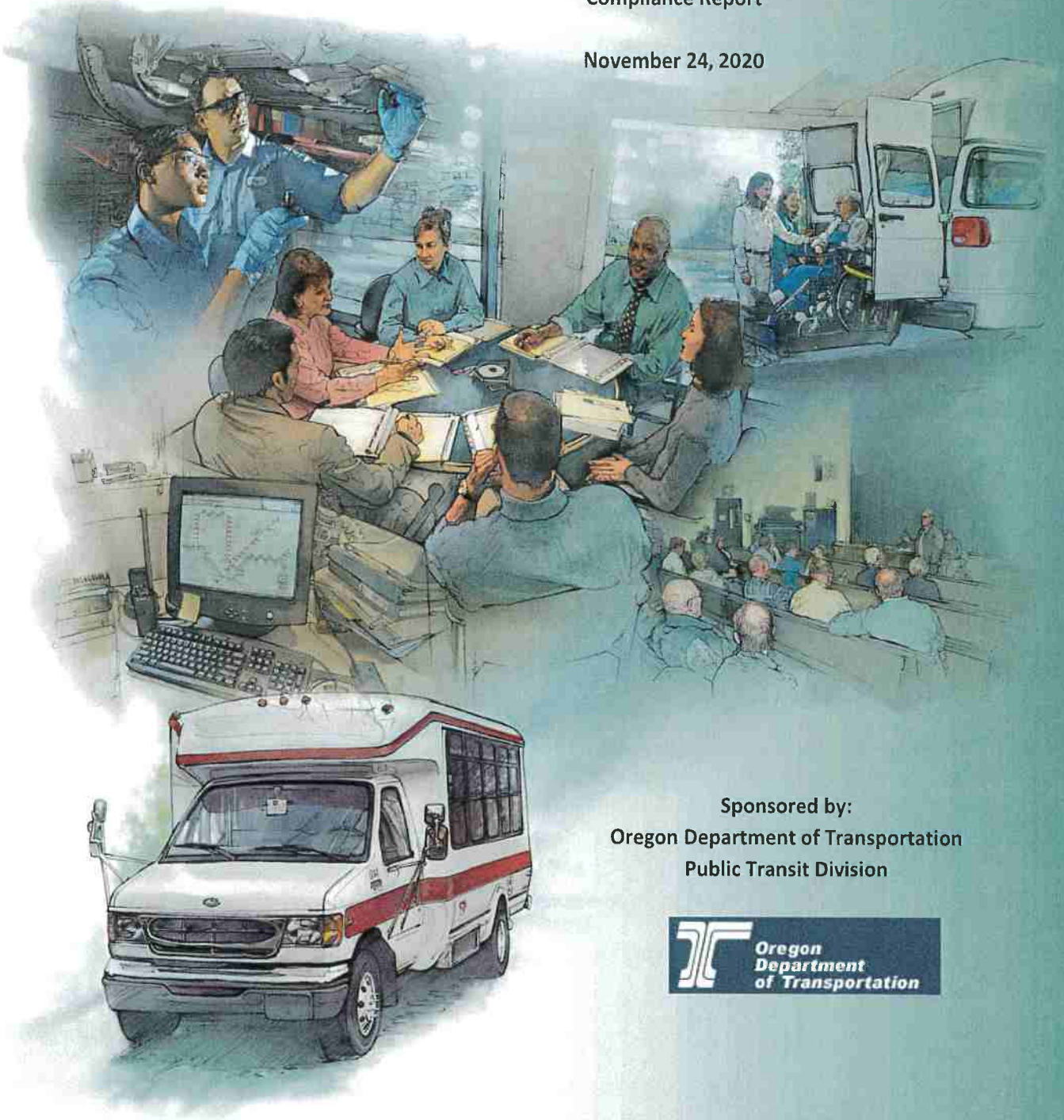
1. **PRODUCTS AND SERVICES RENDERED;** Customer agrees for the Term of this Agreement to purchase from Company all Products and Services necessary and required by Customer as specified on the cover page to this Agreement.
2. **CARSON COMMITMENT; COMPANY FAILURE TO PERFORM;** If Carson fails to perform or provide the products and services described and does not remedy the failure within five business days of its receipt of a written demand from Customer, Customer may then terminate this Agreement without penalty with the payment of all monies due through the termination date.
3. **CHARGES, PAYMENTS, ADJUSTMENTS;** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the cover page adjusted hereunder, within the specified timeframe under payment terms on the front page of this agreement. Customer shall pay a service charge on all past due amounts accruing from the due date of the invoice at a rate of eighteen percent (18%) per annum or the maximum rate allowed by law. Company may increase the charges to account for: any increase in cost of goods passed on by our suppliers, fuel or transportation costs; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Pricing Index. Increases in charges for reasons other than as provided above require the consent of Customer
4. **EQUIPMENT, ACCESS;** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer grants to Company access to Customer's property to install maintain and/or remove equipment. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.
5. **DEFAULT AND DAMAGES;** In the event Customer terminates this Agreement prior to the expiration of any Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall be liable to Company for compensatory damages and its lost profits. In addition, Customer shall as liquidated damages and not as a penalty, pay the greater of [a] an amount equal to four (4) months' service and or product charges; or (b) customer's most recent account balance multiply by four whichever is greater. Customer acknowledges that this liquidated damages clause is reasonable and applicable to recover damages as a consequence of the default, breach or early termination of this Agreement and in no way relieves Customer from its obligations and liabilities for other costs or damages as set forth elsewhere in this Agreement. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.
6. **INDEMNITY;** Customer agrees to indemnify, defend and save the Company, its directors, officers and employees harmless from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including attorney's fees arising out of or in connection with any breach of this Agreement or arising out of negligence or willful misconduct of Customer or Customer's employees, agents, subcontractors or representatives. Company provides no guarantee or warranty, express, implied, **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This Section shall survive the termination of this Agreement.
7. **RIGHT OF FIRST REFUSAL;** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it, not to exceed 15 days. Customer agrees to send a certified letter addressed to the Vice President of Sales, or Director of Sales as notification.
8. **TERM;** The initial term ("Term") of this Agreement is sixty (60) months from the Effective Date of this Agreement ("Initial Term"). This Agreement shall automatically renew thereafter for an additional term of sixty (60) months ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days, prior to the expiration of the initial or Renewal term.
9. **MISCELLANEOUS;** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) Customer shall not transfer or assign in any form the obligations and services describe herein without written consent of the Company (e) This Agreement shall be construed in accordance with the law of the state of Oregon and venue for any dispute shall be Multnomah County, Oregon ; and (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorney's fees and court costs including such costs, collection agency commissions and expenses. (h) The following attachments are incorporated as part of this service agreement.



# Compliance Review of Tillamook County Transportation District

Compliance Report

November 24, 2020



Sponsored by:  
Oregon Department of Transportation  
Public Transit Division



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**Exhibit 1. Compliance Review Participants**

No.	Name	Title	Organization	Phone	Email
(1)	Doug Pilant	General Manager	Tillamook County Transportation District	(503) 815-8283	dpilant@tillamookbus.com
(2)	Cathy Bond	Brokerage Manager	Tillamook County Transportation District	(503) 815-8283	cbond@tillamookbus.com
(3)	Tabatha Welch	Finance Supervisor	Tillamook County Transportation District	(503) 815-8283	twelch@tillamookbus.com
(4)	Brent Olson	Operations Superintendent	Tillamook County Transportation District	(503) 815-8283	bolson@tillamookbus.com
(5)	Hailey Fields	Administrative Assistant	Tillamook County Transportation District	(503) 815-8283	hfields@tillamookbus.com
(6)	David Schwert	Compliance Program Coordinator	ODOT Public Transit Division	(971) 340-0282	david.j.schwert@odot.state.or.us
(7)	Greg Harnett	Senior Associate	RLS & Associates, Inc.	(937) 299-5007	gharnett@rlsandassoc.com
(8)	Jaime Blatti	Associate	RLS & Associates, Inc.	(937) 299-5007	jblatti@rlsandassoc.com

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# Oregon DOT Compliance Monitoring Program

## Scope of the Review

The Oregon Department of Transportation (ODOT), Public Transit Division (PTD), is responsible for the implementation and oversight of the Oregon DOT's federal and state transit grant programs. The Compliance Monitoring Program is designed to assist the PTD and public transportation providers with the assessment of how transit agencies in Oregon meet the varied compliance requirements imposed by the state, as stipulated in the latest version of the *State Management Plan for Public Transportation Programs*. This document summarizes federal and state requirements for PTD-administered grant programs.

Each Compliance Review assesses how an agency's management is complying with federal and state laws, rules, requirements, and regulations. The Program's overall goal is to improve an agency's compliance with applicable regulations while strengthening management's abilities in those areas.

Procedures for conducting this review follow the process described in the Compliance Field Guide for conducting Oregon Compliance Reviews, developed by RLS & Associates, Inc. (RLS). ODOT contracted with this firm to conduct these reviews. This report documents the results of a Compliance Review conducted of Tillamook County Transportation District (TCTD).

The site visit was conducted virtually from October 12 to October 16, 2020 by Mr. Greg Harnett and Ms. Jaime Blatti of RLS. Mr. David Schwert of ODOT also participated in and observed the review.

The review was organized into ten (10) major topical areas, encompassing:

1. Program Management
2. Financial Management
3. Operations Management
4. Procurement
5. Use and Maintenance of Project Equipment
6. Civil Rights
7. Americans with Disabilities Act (ADA)
8. Charter and School Bus
9. Statewide Transportation Improvement Fund (STIF)
10. Special Transportation Fund (STF)

An overview of the major compliance principles and elements is provided for each topical area referenced above. Reviewers used the Remote Compliance Field Guide Version 6.0 to determine how



the agency’s policies, procedures, and daily practices aligned with federal and state requirements. This report documents those policies, procedures, or practices requiring corrective action to bring the element(s) into compliance or for which a best practice recommendation could improve operating or administrative efficiency. Findings relative to the subrecipient are stated and remedial actions necessary to achieve compliance are outlined in each topical area along with a timetable to address the findings.

Observations and recommendations will be provided as a result of the review. These findings are categorized as follows:

**Exhibit 2. Report Findings**

Report Finding	Subrecipient Responsibility	Timeframe
Compliance Observation	Implement remedial action within a limited, prescribed timeframe.	30 -120 Days
Advisory Recommendation	Optional element to be considered by transit system management. Recommendations typically represent industry “best practices” and should be evaluated by management accordingly.	No specific timeframe

In addressing each report finding, the following information will be provided:

- ◆ **Condition.** A narrative description of the condition or conditions which do not align with federal or state requirements or a condition that creates:
  - A compliance deficiency;
  - An increase in risk to the agency; or
  - An inefficient use of agency resources.
- ◆ **Remedy.** The review will provide a detailed narrative of remedial activity needed to address the condition noted above. Where applicable, sample forms, policies, or procedures will be provided to the subrecipient to assist the subrecipient remedy the deficiency.
- ◆ **Timeframe.** In consultation with ODOT staff, the reviewer will determine a suitable timeframe to implement corrective action for all Compliance Observations.

If TCTD requires additional time beyond what is noted in this report, the organization should consult with their ODOT Regional Transit Coordinator (RTC).

A compliance review corrective action plan at the end of this report contains a summary table of all Compliance Observations and Advisory Recommendations.

Because of the test nature and other inherent limitations of the limited scope of work encompassed in this review, together with the limitations of any system of internal and management controls used to ensure compliance, this assessment will not necessarily disclose all findings of noncompliance. The procedures employed are substantially less in scope than a compliance audit; they are designed to

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provide the transit system with technical assistance to facilitate compliance with the terms and conditions of federal financial assistance.

## Service Area

Tillamook County is located in northwest Oregon along the Pacific Ocean. The County covers a land area of 1,103 square miles and is home to just over 27,000 residents, resulting in a population density of approximately 24 persons per square mile. The County's major north-south arterial is U.S. Highway 101, from which Oregon Route 6 bisects the County running east towards Portland. The City of Tillamook serves as the County's seat and largest population center. Both the City and County take their names from the Tillamook (or Killamook) Tribe, which inhabited the area in the early 19<sup>th</sup> century at the time of European American settlement.

## Description of the Transit Service

The Tillamook County Transportation District (TCTD) provides public transportation throughout northwest Oregon, including deviated fixed route and demand response services that are branded as "The Wave."

Specifically, TCTD operates a local deviated fixed route called the TownLoop, which runs hourly through the City of Tillamook. The District also provides deviated fixed route service between Tillamook and the communities of Oceanside, Manzanita/Cannon Beach, and Lincoln City. Each of these routes operates Monday through Sunday and uses a base/zone fare system with the base fare set at \$1.50.

TCTD's demand response service is offered Monday through Friday from 6:00 a.m. to 6:00 p.m. in the north, central, and south areas of Tillamook County. Rides are scheduled on a first-come, first-served basis and one-way trips cost \$4.00 for adults and \$2.00 for seniors and individuals with disabilities.

In addition to its fixed route and demand response services, TCTD provides intercity bus service to Portland, where riders can connect to other transportation options including Amtrak, Greyhound, TriMet, and MAX. The District also provides intercity bus service from Lincoln City to Salem, where riders can connect to Amtrak, Greyhound, Cherriots, and Cherriots Regional services.

## Funding

TCTD receives transportation funding from several federal and state sources, including:

- ◆ federal Sections 5310, 5311, and 5311(f)
- ◆ Oregon Statewide Transportation Improvement Fund (STIF) and Special Transportation Fund (STF)

## Overview of the Compliance Status of TCTD

TCTD has done a commendable job providing transportation service throughout Tillamook County while endeavoring to achieve compliance with applicable federal and state requirements. Of particular note is the fact that TCTD proactively completed the corrective actions associated with the majority of its Compliance Observations, which is detailed in the body of this report.

Based on the interviews conducted and materials examined as part of this review, Compliance Observations were identified in the areas of Financial Management, Use and Maintenance of Project Equipment, and Americans with Disabilities Act. TCTD is well-equipped to take the remaining corrective actions associated with its open Compliance Observations. In addition, the review team made an Advisory Recommendation in the area of Use and Maintenance of Project Equipment to further improve TCTD's transit program.

## Program Management

Program management encompasses several key areas, including the governing structure of the organization, documentation detailing the environment of control, and the subrecipient's managerial capacity to ensure adequate oversight and proper use of federal funds. All ODOT grant recipients must be legally constituted and have a governing board which must provide appropriate oversight of the financial affairs of the organization and approve all key policies of the agency. An agency's overall control environment sets the tone of the organization and influences the control consciousness of its employees. To successfully address risks and achieve its objectives, agency management must institute various control activities, such as segregation of duties, physical controls, and a system of approvals.

Program management encompasses the following areas in the review process:

- ◆ Organizational Governance
- ◆ Control Environment

### *Program Management Compliance Observations and Advisory Recommendations*

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Program Management.

## Financial Management

All subrecipients are required to establish and maintain an accounting system that follows generally accepted accounting principles (GAAP) and/or guidelines issued by the Government Accounting Standards Board (GASB). All financial transactions must be recorded in a manner to be clearly identified, easily traced, and substantially documented. The fully allocated cost of the public transit program must be identified regardless of the agency's operational nature. All ODOT subrecipients are expected to use funds received as specified in the project application and grant agreement(s). Control systems must adhere to the applicable requirements outlined in the State Management Plan and other requirements as may be established by ODOT.

Financial management encompasses the following areas in the review process:

- ◆ Accounting Practices
- ◆ Indirect Costs
- ◆ Internal Controls
- ◆ Budget
- ◆ Documentation of Costs
- ◆ Cash Management
- ◆ Financial and Program Reporting
- ◆ Local Match
- ◆ In-Kind or Contributed Services
- ◆ Program Income
- ◆ Single Audit

***Financial Management Compliance Observations and Advisory Recommendations***

Based on materials presented to the reviewers and observations made during the review, TCTD was found deficient with the following ODOT requirements in the area of Financial Management. TCTD must address:

**1. Compliance Observation**

**Accounting Practices**

*Condition:* While TCTD has many written financial management policies, it lacks procedures for determining the allowability of costs, which must be in writing under federal grant management requirements.

*Remedy:* TCTD must develop and implement written procedures for ensuring that all costs charged to its FTA grant award(s) have been evaluated, before submission of a reimbursement request to ODOT, for allowability according to the standards set forth in 2 CFR § 200.302(b)(7) and 2 CFR § 200.403(a) through §200.403(g).

**Note:** Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.

*Timeframe:* Closed

## Operations Management

All subrecipients are required to demonstrate the managerial and technical capacity to meet all federal and state requirements, affect the scope of services described in grant applications and agreements, and optimize federal and state funding in a manner consistent with safeguarding the public trust. Subrecipients meet this requirement by ensuring appropriate staff levels, providing adequate training,

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and developing policies and procedures that maximize operational efficiency and effectiveness. In addition to the primary topics discussed below, reviewers also evaluated policies and procedures including customer service, operations planning, marketing, and complaint management.

Operations management encompasses the following areas in the review process:

- ◆ Organization and Staffing
- ◆ Operations
- ◆ Scheduling
- ◆ Dispatching
- ◆ Safety and Security

### ***Operations Management Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Operations Management.

## **Procurement**

PTD and subrecipients receiving funding under ODOT programs must comply with all federal, state, and local laws, ordinances, regulations, and policies regarding procurement and contracting. FTA Circular 4220.1F documents applicable federal procurement requirements. Subrecipients that are public entities will follow those requirements that apply to state and local governments.

All non-federal entities, including subrecipients of the State, must follow 2 CFR part 200.318, "General procurement standards," through 2 CFR part 200.326, "Contract provisions." Subrecipients that are private for-profit organizations must comply with FTA procurement requirements contained in FTA Circular 4220.1F for procurements conducted with federal funds.

Procurement encompasses the following areas in the review process:

- ◆ Standards of Conduct
- ◆ Third-Party Contracting Capacity
- ◆ Purchasing Methods
- ◆ Other Than Full and Open Competition
- ◆ Cost and Price Analysis
- ◆ Protests and Disputes
- ◆ Pre-Award and Post-Delivery Audits
- ◆ New Model Bus Testing

### ***Procurement Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Procurement.

## **Use and Maintenance of Project Equipment and Facilities**

Capital equipment is defined as a tangible item with an aggregate purchase price of \$5,000 or more and with a useful life of at least one year. For all equipment, subrecipients are responsible for maintaining appropriate equipment records by: including a method of assigning a property tag number to each item; performing a periodic inventory (at least every two years); safeguarding equipment from misuse and abuse; maintaining equipment in a state of good repair; and following appropriate disposal procedures when equipment is no longer needed or has exceeded its useful life.

The subrecipient and/or designated operator shall have the requisite fiscal and technical capacity to carry out the project and be responsible for maintaining required insurance coverage and property records, conducting physical inventories, implementing adequate property control systems, and maintaining the equipment in proper working condition. Documentation that supports compliance with these elements must be available upon request.

Equipment and facilities must be kept in good operating order. Meal delivery or other incidental services provided by the grantee cannot conflict with the provision of public transit service or result in a reduction of service to transit passengers.

Use and maintenance of project equipment encompasses the following areas in the review process:

- ◆ Real Property
- ◆ Equipment – General
- ◆ Maintenance of Equipment and Facilities
- ◆ Equipment – Insurance
- ◆ Equipment – Incidental Use

### ***Use and Maintenance of Project Equipment and Facilities Compliance Observations and Advisory Recommendations***

Based on materials presented to the reviewers and observations made during the review, TCTD was found deficient with the following ODOT requirement in the area of Use and Maintenance of Project Equipment and Facilities. TCTD must address:

## 2. Compliance Observation

## Maintenance of Equipment and Facilities

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*Condition:* TCTD's Facility Maintenance Plan does not address the maintenance of its FTA-funded bus shelter.

*Remedy:* TCTD must update its Facility Maintenance Plan to address the maintenance of its FTA-funded bus shelter. Specifically, the updated plan must include: (a) the intervals at which specific inspection and maintenance activities will be performed, measured in terms of time (e.g., monthly, quarterly, annually); and (b) how TCTD will maintain adequate records of maintenance and inspection activity (i.e., completed checklists).

*Timeframe:* 60 days

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Additionally, one Advisory Recommendation is offered as an opportunity to further improve TCTD's transit program:

## 3. Advisory Recommendation

## Maintenance of Equipment and Facilities

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*Condition:* TCTD occasionally requests service for vehicles under warranty but does not report this activity to ODOT through its Warranty Claim Tracker Report.

*Remedy:* TCTD should utilize ODOT's Warranty Tracker Report. To access this, navigate to <https://www.oregon.gov/odot/PTD/Pages/Maintain-an-Asset.aspx> and select the drop-down menu titled "Request service for a vehicle under warranty." Here, TCTD can download a template letter for requesting service for a product under warranty in Word format, as well as the Warranty Claim Tracking Report in Excel format. This report should be completed quarterly and submitted to ODOT.

*Timeframe:* No specific timeframe

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## Civil Rights

federal civil rights requirements are encompassed in laws, regulations, and executive orders. The objective of FTA's oversight in this area is to:

- ◆ Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin;



- ◆ Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;
- ◆ Promote the full and fair participation of all affected populations in transportation decision making;
- ◆ Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations; and
- ◆ Ensure meaningful access to programs and activities by persons with limited English proficiency.

Civil Rights encompasses the following areas in the review process:

- ◆ Title VI Requirements
- ◆ Limited English Proficiency (LEP)/Language Assistance Programs
- ◆ Equal Employment Opportunity
- ◆ Disadvantaged Business Enterprises (DBE)

#### ***Civil Rights Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Civil Rights.

## **Americans with Disabilities Act**

Under U.S. Department of Transportation (USDOT) Americans with Disabilities Act of 1990 (ADA) regulations, public and private transportation providers are required to operate services in a way that does not discriminate against persons with disabilities. The regulations include general nondiscrimination provisions that apply to all types of agencies and services. Some provisions apply only to certain types of agencies and services. For example, public fixed route operators are required to make on-board stop announcements to keep riders oriented to their location.

Demand responsive systems encompass a wide variety of service types, including traditional dial-a-ride service, taxi subsidy service, vanpool service, and route deviation service. Complementary paratransit service, also a type of demand responsive system, has unique service requirements and is exclusively limited to those entities providing fixed route service.

The requirements under the ADA for demand response service providers are associated with vehicle acquisition standards. ADA rules require service equivalency: “If the system, when viewed in its entirety, provides a level of service to individuals with disabilities, including individuals who use wheelchairs, equivalent to the level of service it provides to individuals without disabilities” it is considered compliant with ADA requirements. There are seven (7) criteria that must be met to determine if the entity is

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providing equivalent service. Where all the vehicles in a demand responsive vehicle fleet are fully accessible, the equivalent service standards do not apply.

The Americans with Disabilities Act encompasses the following areas in the review process:

- ◆ Entity/Service Classification
- ◆ Nondiscrimination/Reasonable Modification
- ◆ Demand Response Systems
- ◆ Route/Point Deviation Systems
- ◆ Fixed Route Systems
- ◆ General Requirements
- ◆ Transportation Facilities

### ***Americans with Disabilities Act Compliance Observations and Advisory Recommendations***

Based on materials presented to the reviewers and observations made during the review, TCTD was found deficient with the following ODOT requirements concerning the Americans with Disabilities Act (ADA). TCTD must address:

#### **4. Compliance Observation**

#### **Nondiscrimination**

**Condition:** TCTD does not sufficiently advertise information regarding how riders can file an ADA-related complaint. U.S. DOT ADA regulations require each covered entity to establish complaint procedures that include appropriate due process standards and provide for the prompt and equitable resolution of complaints. This information must include the name or title, address, telephone number, and email address of an employee designated to coordinate ADA compliance (see 49 CFR § 37.17).

**Remedy:** TCTD must sufficiently advertise the process for filing an ADA-related complaint on its website. If TCTD elects to use a single process/form to collect both Title VI and ADA-related complaints, the form must segregate discrimination complaints based on race, color, and national origin (i.e., protected classes under Title VI) from those alleging discrimination on the basis of disability. Further, ADA complaints must be categorized distinctly from Title VI complaints in internal and external communications. FTA notes, for example, that it is not appropriate to have a "Title VI Complaint Form" that includes "disability" as grounds for filing a complaint; this incorrectly implies that disability is a protected class under Title VI.

**Note:** Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.

**Timeframe:** Closed

## 5. Compliance Observation

## Nondiscrimination

---

**Condition:** TCTD's Ordinance Establishing Regulations Governing Conduct on District Property references behaviors that can lead to the denial or suspension of service, including repulsive odors and offensive language. Refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others. TCTD shall not refuse to provide service to an individual solely because of their involuntary behavior that may offend, annoy, or inconvenience others (see 49 CFR 37.5(h)).

**Remedy:** TCTD must update its Ordinance Establishing Regulations Governing Conduct on District Property to specifically state: (a) refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others; and (b) the District shall not refuse to provide service to an individual with disabilities solely because of the individual's disability results in involuntary behavior that may offend, annoy, or inconvenience others.

**Timeframe:** 180 days

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## 6. Compliance Observation

## Reasonable Modification

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**Condition:** TCTD does not sufficiently advertise information regarding how riders can request reasonable modifications in policies, practices, or procedures. U.S. DOT ADA regulations require each covered entity to designate a responsible employee and establish a process wherein the public may request reasonable modifications when necessary to avoid discrimination on the basis of disability, unless making such modifications would fundamentally alter the nature of the service or create a direct threat to the health or safety of others (see 49 CFR § 37.169).

**Remedy:** TCTD must advertise information regarding how riders can request reasonable modifications. It can satisfy this requirement by adding language similar to the following on its website: "Reasonable modifications in policies, practices, or procedures are available to avoid discrimination on the basis of disability" and then provide information on how the public can request such modifications.

**Note:** Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.

**Timeframe:** Closed

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## 7. Compliance Observation

## General Requirements

*Condition:* TCTD does not sufficiently advertise the availability of information in accessible formats. U.S. DOT ADA regulations require each covered entity to make available, upon request, information concerning transportation services in accessible formats. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable individuals with disabilities to obtain information and schedule service (see 49 CFR § 37.167(f)).

*Remedy:* TCTD must advertise the availability of information in accessible formats. It can satisfy this requirement by adding language similar to the following on its website: "Accessible formats are available upon request." Additionally, TCTD's obligations in this regard extend to accessible telecommunications capacity; this requirement can be met by including the "711" text-to-voice relay number on its website.

**Note:** Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.

*Timeframe:* Closed

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## 8. Compliance Observation

## General Requirements

*Condition:* TCTD's policy for suspending service to individuals who show a pattern or practice of missing scheduled trips ("no-show policy") uses an absolute numerical threshold for suspension. FTA guidance stipulates that the frequency of use of the transit service should be taken into account in a suspension policy.

*Remedy:* The District must revise its no-show policy. An absolute numerical threshold should not be used as the standard for suspension. While three no-shows in 30 days could establish a pattern or practice of missed trips for a rider who utilizes the service one time per week, it is unlikely that this would be true for a frequent or daily rider. As such, the standard for establishing a pattern or practice of missed trips should consider the frequency of rides and no-shows. One way this can be done is by setting a minimum number of no-shows that should not be exceeded, and if this number is exceeded, then determine if the no-shows represent a certain percentage of all trips taken. Such a standard can be expressed as follows: "Within a 30-day period, three (3) or more no-shows representing at least 50 percent of scheduled trips will be grounds for temporary suspension of service."

**Note:** Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.

## Charter and School Bus

ODOT subrecipients are prohibited from using federally funded equipment or facilities to provide charter service. Under new regulations, effective April 30, 2008, certain activities are exempt from coverage and other charter services may be provided under limited circumstances if they meet certain exceptions spelled out in the regulation. Generally, service provided under contract to a human services agency is considered a “program purpose” and is exempt from charter regulatory coverage.

ODOT subrecipients are not permitted to use federally funded equipment to provide exclusive school bus transportation for school students and school personnel. The implementing regulation does permit regular service to be modified to accommodate school students along with the general public. Under FTA’s school bus regulation, Head Start is considered a social service, not a school program.

The charter and school bus regulations encompass the following areas in the review process:

- ◆ Charter Service
- ◆ School Bus Service

### *Charter and School Bus Compliance Observations and Advisory Recommendations*

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Charter and School Bus services.

## Statewide Transportation Improvement Fund

The Statewide Transportation Improvement Fund (STIF) provides financial support to eligible Public Transportation Service Providers, defined as “Qualified Entities.” STIF monies may be used for public transportation purposes that support the effective planning, deployment, operation, and administration of STIF-funded public transportation programs, including, but not limited to:

- ◆ Creation of new systems and services with origins, destinations or stops in Oregon;
- ◆ Maintenance or continuation of systems and services; and
- ◆ Planning and development of a local plan or future STIF Plan to improve Public Transportation Service.

The majority of the STIF money (90%) is allocated based on a formula; the formula is structured to ensure that no Qualified Entity receives less than \$100,000 per year. The remaining funds are distributed by the Public Transportation Discretionary Grant Program. There are many requirements associated with receiving STIF funds.

***Statewide Transportation Improvement Fund Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements for the Statewide Transportation Improvement Fund.

## **Special Transportation Fund**

The State's Special Transportation Fund Program provides financial support to designated counties, transit districts, and Indian tribal governments for special transportation services benefiting seniors and people with disabilities. The majority of the STF money (75 percent) is allocated on a population-based formula. The remaining funds are distributed by the Public Transportation Discretionary Grant Program.

***Special Transportation Fund Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements for the Special Transportation Fund.

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## Compliance Review Corrective Action Plan

### Summary

Seven (7) Compliance Observations and one (1) Advisory Recommendation were made as a result of this review. As noted in the body of this report, TCTD has successfully completed the corrective actions associated with five (5) of these Compliance Observations, the status of which are now "closed."

Compliance Observations are actions that must be addressed by the transit system to adhere to federal and state regulations. Advisory Recommendations are recommendations developed by the review team that may help to improve the management or operation of the transit system.

Exhibit 3 provides a summary of all Compliance Observations and Advisory Recommendations contained in this compliance review.

For each Compliance Observation, a recommended timeframe for subrecipient remedial action is listed. Both ODOT and TCTD may comment on this recommendation; this timeframe can then be adjusted based on the mutual agreements between the parties.



### Exhibit 3. Summary of Compliance Observations and Advisory Recommendations

Subrecipient		Date of Final Report	ODOT Region	RTC
Tillamook County Transportation District		November 24, 2020	2A	Arla Miller
Topic: Financial Management				
Item No.	Condition	Subtopic: Accounting Practices	Remedy	Compliance Observation
1	While TCTD has a number of written financial management policies, it lacks procedures for determining the allowability of costs, which must be in writing under federal grant management requirements.		<p>TCTD must develop and implement written procedures for ensuring that all costs charged to its FTA grant award(s) have been evaluated, before submission of a reimbursement request to ODOT, for allowability according to the standards set forth in 2 CFR § 200.302(b)(7) and 2 CFR § 200.403(a) through §200.403(g).</p> <p>Note: Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.</p>	Closed
Topic: Use and Maintenance of Project Equipment and Facilities				
Item No.	Condition	Subtopic: Maintenance of Equipment and Facilities	Remedy	Compliance Observation
2	TCTD's Facility Maintenance Plan does not address the maintenance of its FTA-funded bus shelter.		TCTD must update its Facility Maintenance Plan to address the maintenance of its FTA-funded bus shelter. Specifically, the updated plan must include: (a) the intervals at which specific inspection and maintenance activities will be performed, measured in terms of time (e.g., monthly, quarterly, annually); and (b) how TCTD will maintain adequate records of maintenance and inspection activity (i.e., completed checklists).	60 days

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Topic: Use and Maintenance of Project Equipment and Facilities		Subtopic: Maintenance of Equipment and Facilities		Advisory Recommendation
Item No.	Condition	Remedy	Timeframe	Timeframe
3	TCTD occasionally requests service for vehicles under warranty but does not report this activity to ODOT through its Warranty Claim Tracker Report.	TCTD should utilize ODOT's Warranty Tracker Report. To access this, navigate to <a href="https://www.oregon.gov/odot/PTD/Pages/Maintain-an-Asset.aspx">https://www.oregon.gov/odot/PTD/Pages/Maintain-an-Asset.aspx</a> and select the drop-down menu titled "Request service for a vehicle under warranty." Here, TCTD can download a template letter for requesting service for a product under warranty in Word format, as well as the Warranty Claim Tracking Report in Excel format. This report should be completed quarterly and submitted to ODOT.	No specific timeframe	
Topic: Americans with Disabilities Act		Subtopic: Nondiscrimination		Compliance Observation
Item No.	Condition	Remedy	Timeframe	Timeframe
4	TCTD does not sufficiently advertise information regarding how riders can file an ADA-related complaint. U.S. DOT ADA regulations require each covered entity to establish complaint procedures that include appropriate due process standards and provide for the prompt and equitable resolution of complaints. This information must include the name or title, address, telephone number, and email address of an employee designated to coordinate ADA compliance (see 49 CFR § 37.17).	TCTD must sufficiently advertise the process for filing an ADA-related complaint on its website. If TCTD elects to use a single process/form to collect both Title VI and ADA-related complaints, the form must segregate discrimination complaints based on race, color, and national origin (i.e., protected classes under Title VI) from those alleging discrimination on the basis of disability. Further, ADA complaints must be categorized distinctly from Title VI complaints in internal and external communications. FTA notes, for example, that it is not appropriate to have a "Title VI Complaint Form" that includes "disability" as grounds for filing a complaint; this incorrectly implies that disability is a protected class under Title VI.  Note: Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.	Closed	

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Topic: Americans with Disabilities Act		Subtopic: Nondiscrimination		Compliance Observation	
Item No.	Condition	Remedy	Timeframe	Item No.	Compliance Observation
5	TCTD's Ordinance Establishing Regulations Governing Conduct on District Property references behaviors that can lead to the denial or suspension of service, including repulsive odors and offensive language. Refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others. TCTD shall not refuse to provide service to an individual solely because of their involuntary behavior that may offend, annoy, or inconvenience others (see 49 CFR 37.5(h)).	TCTD must update its Ordinance Establishing Regulations Governing Conduct on District Property to specifically state: (a) refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others; and (b) the District shall not refuse to provide service to an individual with disabilities solely because of the individual's disability results in involuntary behavior that may offend, annoy, or inconvenience others.	180 days		
Topic: Americans with Disabilities Act		Subtopic: Reasonable Modification		Compliance Observation	
Item No.	Condition	Remedy	Timeframe	Item No.	Compliance Observation
6	TCTD does not sufficiently advertise information regarding how riders can request reasonable modifications in policies, practices, or procedures. U.S. DOT ADA regulations require each covered entity to designate a responsible employee and establish a process wherein the public may request reasonable modifications when necessary to avoid discrimination on the basis of disability, unless making such modifications would fundamentally alter the nature of the service or create a direct threat to the health or safety of others (see 49 CFR § 37.169).	TCTD must advertise information regarding how riders can request reasonable modifications. It can satisfy this requirement by adding language similar to the following on its website: "Reasonable modifications in policies, practices, or procedures are available to avoid discrimination on the basis of disability" and then provide information on how the public can request such modifications.  Note: Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.	Closed		

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Topic: Americans with Disabilities Act		Subtopic: General Requirements		Compliance Observation	
Item No.	Condition			Timeframe	
7	TCTD does not sufficiently advertise the availability of information in accessible formats. U.S. DOT ADA regulations require each covered entity to make available, upon request, information concerning transportation services in accessible formats. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable individuals with disabilities to obtain information and schedule service (see 49 CFR § 37.167(f)).	TCTD must advertise the availability of information in accessible formats. It can satisfy this requirement by adding language similar to the following on its website: "Accessible formats are available upon request." Additionally, TCTD's obligations in this regard extend to accessible telecommunications capacity; this requirement can be met by including the "711" text-to-voice relay number on its website.  Note: Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.		Closed	
Topic: Americans with Disabilities Act		Subtopic: General Requirements		Compliance Observation	
Item No.	Condition	Remedy		Timeframe	
8	TCTD's policy for suspending service to individuals who show a pattern or practice of missing scheduled trips ("no-show policy") uses an absolute numerical threshold for suspension. FTA guidance stipulates that the frequency of use of the transit service should be taken into account in a suspension policy.	The District must revise its no-show policy. An absolute numerical threshold should not be used as the standard for suspension. While three no-shows in 30 days could establish a pattern or practice of missed trips for a rider who utilizes the service one time per week, it is unlikely that this would be true for a frequent or daily rider. As such, the standard for establishing a pattern or practice of missed trips should consider the frequency of rides and no-shows. One way this can be done is by setting a minimum number of no-shows that should not be exceeded, and if this number is exceeded, then determine if the no-shows represent a certain percentage of all trips taken. Such a standard can be expressed as follows: "Within a 30-day period, three (3) or more no-shows representing at least 50 percent of		Closed	

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		<p>scheduled trips will be grounds for temporary suspension of service.”</p> <p>Note: Following the virtual site visit, TCTD completed the required corrective action. As such, this Compliance Observation is now considered to be closed.</p>	
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**BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**An Ordinance Establishing  
Regulations Governing Conduct  
On District Property** )  
)  
)

**ORDINANCE NO. 3**

The Board of Directors of Tillamook County Transportation District does hereby ordain and decrees the following Ordinance:

1.05 To facilitate the purposes set forth in ORS Chapter 267, and for the safety, convenience, and comfort of District Passengers and for the protection and preservation of District property, it is necessary to establish the following rules and regulations governing use of District facilities and providing remedies for violations thereof.

1.10 **Definitions.** As used in this Ordinance, unless the context requires otherwise:

- (1) "District" means the Tillamook County Transportation District.
- (2) "District Appeals Officer" means any person designated by the District General Manager to hear appeals to Notices of Exclusion.
- (3) "District Facility" includes the District Administrative Facility, the Transit Visitor Center any other District transit bus stop, any bus passenger shelter, any District-operated parking lot or park-and-ride lot, covered areas of any bus stop, and any lands and rights of way that are owned, leased, held, or used for the purposes of providing public transportation services.
- (4) "District Transit System" means the property, equipment and improvements of whatever nature owned, leased or controlled by the District to provide public transportation for passengers or to provide for movement of people, and includes any District Vehicle and any District Facility.
- (5) The "Boarding Platform Areas" of the Transit Visitor Center are designated on the attached Map. Boarding Platform Areas at bus stops within public rights-of-way are limited to eight feet from bus doors while buses are loading/unloading. Boarding Platform Areas at other locations owned/controlled by the District shall be eight feet from the curb where buses load/unload passengers.
- (6) A "shelter" is the area within the drip line of any structure located at a District bus stop that is designed or used to protect District customers from adverse weather conditions.
- (7) "District Vehicle" includes a bus, van or other vehicle used to transport passengers or a vehicle owned or operated by or on behalf of the District.
- (8) "Emergency" includes, but is not limited to, a fire on a District Vehicle or Facility, or serious physical injury to person, or threat thereof, or any apparently urgent medical need.
- (9) "Operator" means a District employee responsible for operating any District Vehicle.

- (10) "Passenger" means a person who holds a valid fare, or is otherwise authorized a free or reduced fare, and is en route on a District Vehicle, or waiting for the next available District Vehicle, to such person's destination, or a person who enters a District Facility with the intent to purchase a valid fare for transportation on the next available District Vehicle to such person's destination.
- (11) "Police Officer" shall have the meaning as defined in ORS 181.610.
- (12) "Safety and Inspector Officer" means a person other than a "Police Officer" authorized by the General Manager to demand proof of fare payment and to issue citations as provided in this ordinance.
- (13) "Supervisor" means any District employee responsible for the supervision of any District transit operation.
- (14) "Service Animal" means any animal used by a person who requires the assistance of such animal to facilitate that person's life functions, including but not limited to seeing and hearing.

1.15 **Regulations:**

- (1) **Elderly and Disabled Seating.** The seats at the front of buses are reserved for the use of disabled and senior Passengers. Non-qualifying passengers must vacate such seating upon request of any District Vehicle operator or employee.
- (2) **Smoking Prohibited.** No person shall smoke tobacco or any other substance, or carry any burning or smoldering substance, in any form, aboard a District vehicle or within the boundaries of any District transit facility; except smoking may be permitted at a District facility within any posted area designated as a "SMOKING AREA." The General Manager or her/his designee may designate appropriate areas where smoking is permitted.
- (3) **Alcohol and Drugs.** No person shall use or possess alcohol or illegal drugs on a District Vehicle or Facility, except for lawfully possessed and unopened alcoholic beverages.
- (4) **Criminal Activity.** No person shall engage in any activity prohibited by State, County or Municipal Law of Oregon while on a District vehicle, or within any District Facility or the District Transit System.
- (5) **Disorderly Conduct.** No person shall intentionally or recklessly cause inconvenience, annoyance or alarm to another by:
  - (a) Engaging in fighting, or violent, tumultuous or threatening behavior (physical or verbal), within any District Vehicle or District Facility;
  - (b) Making unreasonable noise within any District Vehicle or in any District Facilities;
  - (c) Obstructing the free movement of passengers within any District Vehicle or District Facility;
  - (d) Creating a hazardous or physically offensive condition within a District Vehicle or District Facility;
  - (e) Otherwise violate ORS 166.025 as now in effect or hereafter amended.
- (6) **Harassment.** No person shall intentionally or recklessly harass or annoy another person by:
  - (a) Subjecting such other person to offensive physical contact;

- (b) Publicly insulting such other person by abusive words or gestures in a manner intended and likely to provoke a violent response; or
  - (c) Otherwise violate ORS 166.065 as now in effect or hereafter amended.
- (7) **Threatening or Offensive Language.** No person shall intentionally or recklessly disturb, harass, or intimidate another person by means of threatening or offensive language, or obscenities in a District Vehicle or in a District Facility in such a manner as to interfere with a passenger's use and enjoyment of the transit system.
- (8) **Food and Beverages.** For the protection of public safety, no person shall bring aboard a District Vehicle any food or beverage in open containers. No person shall consume food or alcohol on any District Vehicle. Passengers on District Vehicles may consume non-alcoholic beverages only from containers with snap-on or screw-on lids.
- (9) **Littering, Spitting.** No person shall discard or deposit, other than into a trash receptacle provided for that purpose, any rubbish, trash, debris, cigarette butts, or offensive substance in or upon a District Vehicle or District Facility. No person shall spit, defecate, or urinate in or upon any District Vehicle or District Facility except in a toilet.
- (10) **Interfering with Public Transportation.** No person shall:
- (a) Intentionally or knowingly enter unlawfully or remain unlawfully in or on a District Vehicle or District Facility;
  - (b) Intentionally or knowingly interfere with the provision or use of public transportation services by, among other things, interfering with the movement of, or access to, District Vehicles;
  - (c) While in or on a District Vehicle or District Facility, engage in disorderly conduct in the second degree as defined in ORS 166.025;
  - (d) Subject a District passenger, employee, agent or Police Officer to offensive physical contact; or
  - (e) Otherwise violate ORS 166.116 as now in effect or hereafter amended.
- (11) **Safety.**
- (a) All passengers (except infants who are held) must wear shoes, pants/shorts and shirt, a dress, or comparable clothing on District Vehicles and in District Facilities. In addition, all passengers must cover any exposed skin that may transmit communicable disease.
  - (b) No person shall in any manner hang onto, or attach himself or herself onto any exterior part of a District Vehicle at any time. In addition, no person shall extend any portion of his or her body through any door or window of a District Vehicle.
  - (c) No person shall ride a skateboard, roller skates or in-line skates in a District Vehicle or District Facility. Passengers with in-line skates will be allowed in a District Vehicle or District Facility so long as the wheels are rendered inoperable by a device (skate guard) designed to provide stability and traction to the user and to permit the user to walk while wearing the skates.



- (d) No person shall discharge any weapon or throw, or cause to be thrown or projected, any object at or within a District Vehicle or District Facility, or at any person on a District Vehicle or in any part of a District Facility.
  - (e) No person shall interfere, in any manner, with the safe operation or movement of any District Vehicle.
  - (f) No person shall impede or block the free movement of passengers, or otherwise disrupt the functions of the District in any District Facility Boarding Platform Area, or in any District Vehicle.
- (12) **Damaging or Defacing District Property.** No person shall:
- (a) Draw graffiti or any other writing on any District Vehicle or any other District Property; or
  - (b) In any manner damage, destroy, interfere with, or obstruct in any manner, the property, services, or facilities of the District.
- (13) **District Property.**
- (a) **Use of the District Transit System.** The Transit System is intended for the use of the District's passengers. To ensure the safety, comfort, and convenience of such passengers, no person shall impede or block the free movement of passengers, interfere with ingress and egress from District Facilities and Vehicles, intimidate or harass other passengers, or in any manner interfere with the principal transportation purpose to which the Transit System is dedicated.
  - (b) **Limited Access Areas.** To ensure the safety, comfort, and convenience of District passengers and the safe and efficient operation of the Transit System, only passengers, District personnel, and those transacting District business shall be permitted within any District administrative facility, customer service center, shelter, District Vehicle, and on any District Boarding Platform area.
  - (c) **Off-hours Closure.** All District Facilities shall be closed during non-operating hours. No person other than Police Officers, District personnel, or persons authorized by the District shall be in or about any District Facility during hours in which that District Facility is closed to the general public.
  - (d) **District's Right of Closure.** The District expressly reserves the right to close any District Facilities and exclude all access at a time and for a duration to be determined by the District Board or General Manager. Such closure may be necessary for reasons that include, but are not limited to, an emergency, natural disaster, cleaning, or repairs.
  - (e) **Damaging District Property.** No person shall damage, destroy, interfere with, or obstruct in any manner the property, services, or facilities of the District.
  - (f) **Exclusion of Non-District Vehicles.** Unless otherwise allowed by posted sign, all non-District vehicles are excluded from District Facilities. Emergency vehicles and other vehicles authorized by the District are exempt from this exclusion.

- (g) **Free Movement of District Vehicles.** No person or vehicle shall obstruct the free movement of District Vehicles while loading or unloading Passengers, or while entering or exiting ~~a~~-District Facilities.
- (h) **Skateboards, In-line Skates, Bicycles.** No person shall ride a bicycle, skateboard or in-line skates at ~~a~~-District Facilities. Bicycles shall only be parked at a District Facility in designated areas.
- (14) **Animals.** No person shall bring or carry aboard a District Vehicle, or take into a District Facility, any animal not housed in an enclosed carrying container, except for a person who requires a service animal, or a person training a service animal. In no event, however, shall any animal be allowed on a District Vehicle or at a District Facility if such animal creates a hazard to any passenger or District employee.
- (15) **Carriages and Strollers.** No person shall bring or carry aboard a District Vehicle a carriage or stroller unless such item is folded and unoccupied. Carriages and strollers must remain folded while aboard the District Vehicle.
- (16) **Packages.** Any packages or parcels brought aboard a District Vehicle must be able to be stored on and/or below one seat (if available), and must be secured so as to prevent their displacement should the Vehicle be required to make a sudden stop or sharp turn. In no event shall any package or parcel be allowed to block access to any aisle or stairway.
- (17) **Radios.** No person shall play radios, or other audio devices or musical instruments on a District Vehicle or in a District Facility, unless the sound produced thereby is only audible through earphones to the person carrying the device.
- (18) **Repulsive Odors.** No person shall board or remain on a District Vehicle or enter or remain in a District Facility if the person, the person's clothing, or anything in the person's possession, emits a grossly repulsive or noxious odor that is unavoidable by other District passengers on the Vehicle or in the Facility and which causes extreme discomfort to District passengers or employees.
- (19) **Emergency Exit.** No person shall activate the "Emergency Exit" or alarm device of a District Vehicle or Facility in the absence of an emergency.
- (20) **District Seats.** No person shall place his or her feet on seat cushions on any District Vehicle or in any District Facility.
- (21) **Posting Notices.** Except as otherwise allowed by District regulation, no person shall place, permit or cause to be placed any notice or advertisement upon any District Vehicle, or on any District Facility or upon any non-District vehicle without the owner's consent while the vehicle is parked at a District Facility.
- (22) **Flammable Substances.** No person shall bring aboard a District Vehicle, or take into a District Facility, flammable substances, except for matches and cigarette lighters.
- (23) **Weapons.** No person, except a Police Officer, shall bring into or carry aboard a District Vehicle, or bring into a District Facility, any knife, (except a folding knife with a blade less than 3 ½ inches in length), ice pick, bow, arrow, crossbow, any explosive device or material, any instrument or

weapon commonly known as a blackjack, sling shot, sand club, sandbag, sap glove or metal knuckles, etc., or any other illegal or unlawfully possessed weapon of any kind.

(24) **Non-payment of Fare; Misuse of Bus Pass or Group Pass.**

- (a) **Non-payment of Fare.** No person shall occupy, ride in or use, any District Vehicle unless the person has paid the applicable fare; has a valid and lawfully acquired transfer, bus pass, or group pass; or is otherwise authorized a free or reduced fare.
- (b) **Misuse of Bus Pass.** No person shall use or attempt to use a District bus pass to board or ride in a District Vehicle unless the bus pass was lawfully acquired at an authorized District outlet by or on behalf of the person. Unless otherwise transferable by the express terms of the bus pass, only the person identified on the bus pass may use such pass.
- (c) **Misuse of Group Pass.** No person shall use or attempt to use a District group pass to board or ride in a District Vehicle unless:
  - (i) The group pass was lawfully acquired at an authorized District outlet by or on behalf of the person; and
  - (ii) The group pass is used according to the terms of the applicable group pass agreement; and
  - (iii) The person is a current member of the group to whom group passes were issued pursuant to the applicable group pass agreement.
- (d) **Confiscation of Misused Bus Pass or Group Bus Pass.** Any District Vehicle operator or any Police Officer may confiscate a bus pass or group bus pass used or presented for use in violation of subsections (b) or (c-) of this section.
- (e) **Nonpayment of Fare, Misuse of Bus Pass or Group Bus Pass is Theft.** Any person who violates subsection (a), (b) or (c) above, in addition to any penalties described herein, may be subject to criminal prosecution for theft of services.

1.20 **Exclusion.**

- (1) In addition to any penalties provided herein for the violation of this Ordinance, and to any penalties for the violation of the laws of the State of Oregon, any Police Officer, Safety and Inspector Officer and other persons as may be designated by the District's General Manager, may issue a Notice of Exclusion from the District Transit System to any person who violates this Ordinance. The maximum period for exclusion shall not exceed ninety (90) days.
  - (a) Except as provided in (b) below, written Notice signed by the issuing authority shall be given to a person who has been excluded from all or part of the District Transit System. The written Notice shall specify the particular violation or reason for exclusion, places and duration of exclusion, and the consequences for failure to comply with the notice.
  - (b) In order to ensure the safety, convenience, and comfort of all passengers, a District Vehicle operator may, without giving written Notice of Exclusion, direct a passenger to leave a District Vehicle,

or direct a prospective passenger not to board a District Vehicle, if the operator has probable cause to conclude that such passenger is in violation of any provision of the Ordinance. Without written Notice of Exclusion, such exclusion shall be effective only for the route in progress at the time of the exclusion.

- (2) A Notice of Exclusion shall be effective immediately upon issuance and shall remain in effect until the exclusion expires, is terminated by the District, or is rendered ineffective upon appeal. Any person receiving a Notice of Exclusion may appeal in writing under the following procedures:
  - (a) Appeals must be in writing and delivered to the District Appeals Manager within ten (10) days of receipt of the Notice of Exclusion. For appeals sent by mail, timeliness shall be determined by the date postmarked.
  - (b) The District Appeals Officer shall review the appeal and issue a decision within ten (10) days after receipt of the appeal. He or she shall notify appellant, in writing, of the decision. The exclusion shall remain in effect during the pendency of the appeal.
  - (c) If the decision on appeal is in favor of the excluded person, the period of exclusion set forth in the Notice of Exclusion shall be terminated immediately. If the appellant is dissatisfied with the ruling of the District Appeals Officer, he or she may appeal to the District General Manager.
  - (d) Appeals to the District General Manager must be made within ten (10) days of the District Appeals Officer's decision. Appellants shall have the right to present information at a meeting open to the public, if desired, and will be notified of the date, time, and location.
  - (e) The District General Manager shall render a decision within fifteen (15) days after receiving the appeal. The decision by the District General Manager shall be final.
- (3) Notwithstanding (2) above, at any time during the period of exclusion, a person who has received a Notice of Exclusion may apply to the District Appeals Officer for a variance to allow the person to enter upon the District Transit System. The District Appeals Officer may, at his or her sole discretion, grant a variance if the person establishes a need to enter upon the District Transit System for reasons of employment, medical treatment or similar good cause. A variance may include such conditions as the District Appeals Officer determines will prevent future offenses.
- (4) A person excluded under this section may not enter or remain upon any part of the District Transit System from which the person is excluded during the stated period of exclusion. In addition to penalties imposed by this Ordinance, an excluded person who enters or remains upon any District Vehicle or part of the District Transit System from which the person has been excluded, may be charged with Criminal Trespass in the Second Degree, ORS 164.245, or as amended hereafter, and subjected to the penalties thereto.

#### 1.25 **Violations and Enforcement.**

- (1) Any Police Officer, Safety and Inspector Officer, or Operator has the authority to refuse entrance on a District Vehicle or District Facility, require

departure from a District Vehicle or District Facility, or to require a seating change, of any person who violates this ordinance, regardless of location and regardless of pass, transfer, ticket, or valid fare.

- (2) In addition to being excluded from the system pursuant to §1.20 of this Ordinance, any person who violates this Ordinance commits a violation as defined in ORS 153.008 to 153.025 and, upon conviction, may be punished by a fine of not more than \$250, in addition to other penalties provide by law.
- (3) Any Police Officer as well as Safety and Inspector Officer is authorized to issue citations to any person who violates any provision of this Ordinance. Safety and Inspector Officers are not Police Officers and only have the powers to arrest afforded a private person under ORS 133.225.

(4) Refusal of service. Refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others. The District shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in involuntary behavior that may offend, annoy, or inconvenience others.

1.30 **Jurisdiction.** The laws of the State of Oregon, and all local laws of the jurisdiction where any infraction occurs, apply with equal force and effect to the District Transit System. Police Officers are expressly authorized to enforce all applicable State and local laws, and this Ordinance, upon the District Transit System.

1.35 **Severability.** It is hereby declared to be the legislative intent of Tillamook County Transportation District that the provisions of this Ordinance are severable, and if any provision, clause, section, or part is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, the remaining provisions shall continue to be in force and such partial illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair the application of the remaining provisions to other persons and circumstances.

2.0 **Effective Date.** These amendments to Ordinance 3 shall become effective thirty (30) days after their adoption.

Passed and adopted by the District Board this \_\_\_\_ day of \_\_\_\_\_, 2014 and signed by the Board Chair and Board Clerk in authentication of its passage.

## TILLAMOOK COUNTY TRANSPORTATION DISTRICT

\_\_\_\_\_  
First Reading: \_\_\_\_\_

Board Chair

Second Reading: \_\_\_\_\_

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Attest:

Board Clerk

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