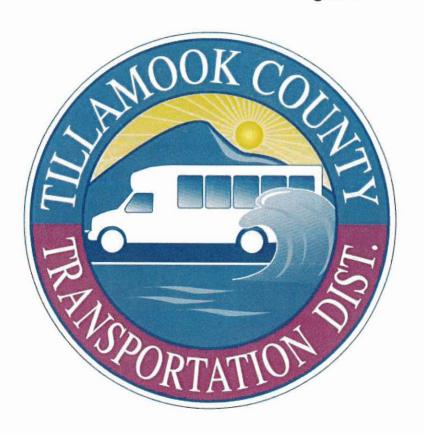
Tillamook County Transportation District Board of Directors Regular Monthly Meeting









Thursday, October 21, 2021 at 6:00 PM
Transportation Building
3600 Third St., Ste. A
Tillamook, Oregon

Normal Trial Balance From 9/1/2021 Through 9/30/2021

Account Code	Account Title	Debit Balance	Credit Balance
1001 1006 1009 1011 1020 1030 1040	General Checking Account Payroll Checking NW RIDES ACCOUNT Prop. Mgmt. Checking LGIP - General Account LGIP - Capital Reserve Petty Cash	675,573.11 22,320.75 397,987.45 91,845.35 1,070,116.59 945,894.30	
Report Total		3,203,937.55	0.00
Report Difference		3,203,937.55	
		Br	1 -
		10-5	.21

Tillamook County Transportation District

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources							
Working Capital	3500	0.00	0.00	0.00	2,975,295.00	(2,975,295.00)	0.00%
Fares	4000	12,393.60	22,916.67	58,367.08	200,000.00	(141,632.92)	29.18%
Contract Revenue	4020	47,142.57	70,833.33	127,873.29	750,000.00	(622,126.71)	17.04%
Property Tax	4100	0.00	79,166.67	0.00	1,031,380.00	(1,031,380.00)	0.00%
Past Years Property Tax	4110	3,047.87	2,916.67	3,047.87	25,000.00	(21,952.13)	12.19%
State Timber Revenue	4120	0.00	25,000.00	0.00	325,000.00	(325,000.00)	0.00%
Mass Transit State Payroll Tax	4130	0.00	7,083.33	0.00	85,000.00	(85,000.00)	0.00%
STIF Formula	4135	0.00	0.00	91,175.00	352,308.00	(261,133.00)	25.87%
STIF Discretionary	4137	0.00	00.00	0.00	888,035.00	(888,035.00)	0.00%
Capital Grants	4210	00.00	0.00	0.00	1,009,536.00	(1,009,536.00)	0.00%
Grants - FTA 5311	4220	0.00	0.00	0.00	1,280,466.00	(1,280,466.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	0.00	12,000.00	163,121.00	(151,121.00)	7.35%
Grants - STF	4230	0.00	0.00	16,925.00	67,700.00	(50,775.00)	25.00%
Grants - 5311 (f)	4240	0.00	0.00	0.00	768,000.00	(768,000.00)	0.00%
Grants - 5310	4245	0.00	0.00	0.00	188,527.00	(188,527.00)	0.00%
Grants - 5304	4246	0.00	0.00	0.00	36,000.00	(36,000.00)	0.00%
Special Bus Operations	4300	0.00	125.00	0.00	1,500.00	(1,500.00)	0.00%
Miscellaneous Income	4400	2,581.53	875.00	27,660.78	10,500.00	17,160.78	263.43%
Sale of Assets - Income	4410	4,500.00	0.00	6,500.00	10,000.00	(3,500.00)	65.00%
Interest Income	4510	910.24	2,708.33	2,952.39	32,500.00	(29,547.61)	%80.6
Advertising Income	4520	0.00	83.33	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	4900	2,000.00	2,000.00	4,400.00	24,000.00	(19,600.00)	18.33%
Lease Operational Exp Income	4910	89.586	833.33	2,679.24	10,000.00	(7,320.76)	26.79%
Transfer From General Fund	4911	75,000.00	0.00	87,000.00	719,188.00	(632,188.00)	12.09%
Date: 10/15/21 11:22:11 AM		Monthly BOD R	Monthly BOD Report w/YTD Budget & Variance	& Variance			Page: 1

Tillamook County Transportation District

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Transfer from STF Fund Transfer from NWOTA	4916	0.00	0.00	0.00	46,439.00	(46,439.00)	0.00%
Transfer from STIF Fund	4918	0.00	0.00	0.00	1,340,035,00	(1.340.035.00)	%00:001
Total Resources	1 11	148,559.49	214,541.66	443,580.65	12,343,530.00	(11,899,949.35)	3.59%
Expenses							
Personnel Services							
ration	5010	26,299.66	31,333.33	84,394.98	435,000.00	350,605.02	19.40%
h	5020	8,484.58	12,615.08	28,534.51	175,000.00	146,465.49	16.30%
	5030	72,082.90	93,333.33	290,028.17	1,500,000.00	1,209,971.83	19.33%
ance	5040	5,137.13	6,250.00	18,943.31	75,000.00	56,056.69	25.25%
	5050	8,778.43	10,416.67	32,607.76	135,000.00	102,392.24	24.15%
	5051	30,991.68	37,916.67	107,965.11	505,000.00	397,034.89	21.37%
ment	5052	4,748.15	6,291.66	18,214.33	80,500.00	62,285.67	22.62%
	5053	3,170.06	3,791.67	9,823.18	49,500.00	39,676.82	19.84%
Workers Compensation Ins.	5055	0.00	3,750.00	29,666.92	47,000.00	17,333.08	63.12%
Total Personnel Services		159,692.59	205,698.41	620,178.27	3,002,000.00	2,381,821.73	20.66%
Materials and Services							
	5100	15,127.64	9,395.84	46,478.57	112,750.00	66,271.43	41.22%
Administrative Support	5101	0.00	1,666.67	0.00	25,000.00	25,000.00	%00.0
Aaintenance	5102	0.00	4,195.83	00.00	50,350.00	50,350.00	%00.0
Planning	5103	0.00	10,833.33	0.00	130,000.00	130,000.00	%00.0
Dues & Subscriptions	5120	12.99	708.33	2,090.98	8,500.00	6,409.02	24.59%
Office Equipment R&R	5140	236.49	333.33	686.93	4,000.00	3,313.07	17.17%
Computer R&M	5145	4,742.59	2,875.00	10,758.29	39,500.00	28,741.71	27.23%
Date: 10/15/21 11:22:11 AM		Monthly BOD Re	Monthly BOD Report w/YTD Budget & Variance	& Variance			Page: 2

Tillamook County Transportation District

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Fees & Licenses	5150	0.00	2,583.34	3,124.97	32,500.00	29,375.03	9.61%
Insurance	5160	0.00	3,333.33	0.00	120,000.00	120,000.00	0.00%
Office Expense	5170	846.63	1,250.00	3,704.77	15,000.00	11,295.23	24.69%
Board Expense	5175	694.25	1,083.33	1,780.17	13,000.00	11,219.83	13.69%
Operational Expense	5180	2,176.93	3,958.33	12,794.08	59,500.00	46,705.92	21.50%
Drug & Alcohol Administration	5185	45.00	208.33	45.00	2,500.00	2,455.00	1.80%
Marketing	5190	1,320.00	5,000.00	3,252.39	70,000.00	66,747.61	4.64%
Website Re-Design	5191	0.00	6,250.00	0.00	0.00	0.00	0.00%
Telephone Expense	5210	939.95	1,618.33	3,565.75	19,420.00	15,854.25	18.36%
Travel & Training	5220	277.32	1,625.00	4,209.55	19,500.00	15,290.45	21.58%
Vehicle Expense	5240	(7,260.02)	18,750.00	47,150.52	250,000.00	202,849.48	18.86%
Fuel Expense	5245	33,929.74	20,833.33	73,437.85	330,000.00	256,562.15	22.25%
Postage	5260	207.92	166.67	534.75	2,000.00	1,465.25	26.73%
Mgmt/Labor Recreation Fund	5270	0.00	0.00	4,000.00	4,708.00	708.00	84.96%
Transit Center Lease	5280	0.00	0.00	1,400.00	0.00	(1,400.00)	0.00%
Transit Center Maint	5285	2,838.67	1,500.00	4,455.85	18,000.00	13,544.15	24.75%
General Operating Cont.	5290	0.00	00.00	0.00	300,000.00	300,000.00	%00.0
COVID Expense	5291	4,361.33	0.00	11,680.85	50,000.00	38,319.15	23.36%
Property Operating Expense	5300	1,104.73	2,125.00	4,176.36	26,000.00	21,823.64	16.06%
Flex Lease: Fees	5330	0.00	41.67	00.00	0.00	0.00	0.00%
Property Maint. & Repair	5340	2,130.66	2,083.33	6,691.98	25,000.00	18,308.02	26.76%
Operations Facility Maint.	5346	72.76	333.33	218.51	4,000.00	3,781.49	5.46%
Total Materials and Services		63,805.58	102,751.65	246,238.12	1,731,228.00	1,484,989.88	14.22%
Special Payments							
STF Payments to Recipients	5200	0.00	5,500.00	4,415.13	17,661.00	13,245.87	24.99%
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Tillamook County Transportation District

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
STIF Payments to Recipients	5201	0.00	0.00	1,500.00	6,000.00	4,500.00	25.00%
Total Special Payments		0.00	5,500.00	5,915.13	23,661.00	17,745.87	25.00%
Transfer to LGIP 5931	9100	0.00	00.0	00 0	400 000 00	400 000 00	%000
Transfer to Property Mgmt	9110	75,000.00	0.00	75,000.00	75,000.00	0.00	100.00%
Transfer to General Fund	9130	0.00	0.00	3,000.00	775,039.00	772,039.00	0.38%
Transfer to Vehicle Reserve	9150	0.00	0.00	0.00	10,000.00	10,000.00	%00.0
Transfer to NWOTA Fund	9160	0.00	0.00	12,000.00	852,223.00	840,223.00	1.40%
Reserve for Future Expenditure	9175	0.00	0.00	0.00	1,296,835.00	1,296,835.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	0.00	873,801.00	873,801.00	0.00%
Total Transfers		75,000.00	00.00	90,000.00	4,282,898.00	4,192,898.00	2.10%
Capital Outlay							
Debt Service							
PUD Loan Expense	5325	748.87	625.00	1,954.03	7,500.00	5,545.97	26.05%
OTIB Transit Center Loan	5337	00.00	400.00	0.00	4,800.00	4,800.00	%00.0
OTIB Debt Service	5338	13,155.22	0.00	13,155.22	30,000.00	16,844.78	43.85%
Total Debt Service		13,904.09	1,025.00	15,109.25	42,300.00	27,190.75	35.72%
Capital Purchases							
Building Repair & Renovation	5350	00.00	1,666.67	0.00	30,000.00	30,000.00	0.00%
Bus Replacement/Addition	0009	0.00	0.00	0.00	940,000.00	940,000.00	%00.0
Van Replacement/Addition	6010	0.00	0.00	0.00	390,000.00	390,000.00	%00.0
Computer Upgrade	6020	0.00	416.67	0.00	5,000.00	5,000.00	%00.0
Fuel Cell Triangulation Point	6021	0.00	0.00	0.00	6,000.00	6,000.00	%00.0
Bus Stop Signage/Shelters	6040	24,981.93	0.00	24,981.93	967,544.00	942,562.07	2.58%
Other Capital Projects	0509	0.00	65,658.25	18,314.62	922,899.00	904,584.38	1.98%
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Financial Statement

From 9/1/2021 Through 9/30/2021

25%	1.33%
Total Budget Variance	3,218,146.45 3,245,337.20 11,322,792.68
Total Budget	3,261,443.00 3,303,743.00 12,343,530.00
Current Year Actual	43,296.55 58,405.80 1,020,737.32
Current Period Budget	67,741.59 68,766.59 382,716.65
Current Period Actual	24,981.93 38,886.02 337,384.19

Total Capital Purchases Total Capital Outlay Total Expenses Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

Current Period Actual
0.00
351,900.22
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351,900.22
18,918.92
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31,837.13
170.00
236.49
500.00
10,024.99
815.80
0.00
971.77
Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District

From 9/1/2021 Through 9/30/2021

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Travel & Training Postage	5220 5260	181.14	125.00	1,014.71	1,500.00	485.29	67.64%
ed Transportation Mileage Reimbursement	5265	263,643.20	250,000.00	769,057.86	3,000,000.00	2,230,942.14	25.63%
	5267 5281	26,109.56	21,666.67	65,833.75	260,000.00	194,166.25	25.32%
Property Operating Expense	5300	270.35	250.00	734.08	3,000.00	2,265.92	24.46%
Total Materials and Services Transfers	,	318,333.25	293,275.00	911,649.62	3,667,300.00	2,755,650.38	24.86%
appropriated Ending Fund Bal	9180	0.00	0.00	0.00	207,100.00	207,100.00	0.00%
Total Transfers Capital Outlay		0.00	0.00	0.00	207,100.00	207,100.00	0.00%
Capital Furchases Ecolane Investment	6022	0.00	0.00	00.0	25 000 00	25 000 00	%00 0
Si		0.00	0.00	0.00	25,000.00	25,000.00	00:0
Total Capital Outlay	,	0.00	0.00	0.00	25,000.00	25,000.00	%00.0
Total Expenses		350,170.38	330,733.32	1,021,165.04	4,451,400.00	3,430,234.96	22.94%

Date: 10/15/21 11:21:44 AM

Check/Voucher Register 1001 - General Checking Account From 9/1/2021 Through 9/30/2021

Payee	Transaction Description
ADVANCED DIESEL SERVICE	AUGUST 2021 bus 303
ADVANCED DIESEL SERVICE	AUGUST 2021 bus 301/engine
ALL CLEAR AUDIO AND GLASS LLC	BUS 307 WINDSHIELD
Batteries Northwest	AUGUST 2021 BATTERIES/INVENTORY
CARSON OIL CO INC	AUGUST 2021
CLAYTON NORRBOM	TSI TRAINING EXPENSES/REIMBURSEMENT
VAVE	AUGUST 2021 TELEPHONE
COMCAST	AUGUST 2021
Confederated Tribes of Grand R	driver recruitment ad
DOUGLAS PILANT	OFFSITE PERSONNEL
CENTURYLINK	AUGUST 2021 HARD LINE FAX
LEETIO	FLEETIO ANNUAL SUBSCRIPTION
red Meyer Customer Charges	AUGUST 2021
Gary A. Hanenkrat	AUGUST 2021 BOARD MEETING
GenXsys Solutions, LLC	AUGUST 2021 computer support
GenXsys Solutions, LLC	AUGUST 2021 COMPUTER SUPPORT
SISI MARKETING GROUP	BUS BARN SIGNAGE NO IDLING
SISI MARKETING GROUP	BUS SIGNAGE - COVID
IR ANSWERS	HR ANSWERS/SDAO TRAINING
NNOVA LEGAL ADVISORS	LEGAL INCLUDING TRANSIT CENTER
IM HUFFMAN	AUGUST 2021 BOARD MEETING
ORDAN SCHRADER RAMIS, PC	LEGAL
ORDAN SCHRADER RAMIS, PC	LEGAL INCLUDING BLUE STAR GAS
UDY RIGGS	AUGUST 2021 BOARD MEETING
ITTELSON & ASSOCIATES, INC.	TCTD ROUTE 5 SERVICE EXPANSION
inda Adler	AUGUST 2021 BOARD MEETING
AC TOOLS DISTRIBUTING	SHOP TOOLS
1ARTY HOLM	BOARD MEETING 081921
1ARY JOHNSON	AUGUST 2021 BOARD MEETING
1ELISSA CARLSON-SWANSON	AUGUST 2021 BOARD MEETING
lorth Coast Lawn	AUGUST 2021 LANDSCAPING
IATHAN LEVIN	SEPTEMBER 2021 LEASE
IATHAN LEVIN	AUGUST 2021 LEASE
IEW AGE CAR WASH	VAN WASHES
IORTHSIDE FORD	SHOP INVENTORY
Pregon State Police	HIRING/BACKGROUND CHECK
ORTLAND GENERAL	AUGUST 2021
arole Richardson	NWOTA - CONNECTOR PERFORMANCE CALCULATOR
acific Office Automation	AUGUST 2021 COPIER LEASE
INPOINT STITCHES AND INK LLC	LOGO WEAR - SHANNON
OBERT SOUTHWICK	MILEAGE FOR J BLOCK
osenberg Builders Supply	AUGUST 2021
ABATHA WELCH	MILEAGE TO LINCOLN CITY - COVID TEST KITS
illamook Chamber of Commerce	CHAMBER DUES
ILLAMOOK PIONEER	board notice
ILLAMOOK PIONEER	board meeting notice
illamook PUD	SMALL BUS BARN
illamook PUD	LARGE BUS BARN
ARDMEMBER SERVICE	AUGUST 2021
ARDMEMBER SERVICE	AUGUST 2021
ANIR BROADBAND, INC.	AUGUST 2021
ARSON OIL CO INC	AUGUST 2021
oast Printing & Stationery	ROUTE FLYERS - COVID
DEP-FM/KTIL-FM/KTIL-AM	RECRUITMENT - COVID

Check/Voucher Register 1001 - General Checking Account From 9/1/2021 Through 9/30/2021

Docume Number	Docume Date	Transaction Amount	Payee	Transaction Description
16615	9/9/2021	6.00	OR DEPT OF MOTOR VEHICLES	AUGUST 2021
16616	9/9/2021	229.63	Pacific Office Automation	TCTD COPIES
16617	9/9/2021	100.00	RICHARD DIETZ	CDL PHYSICAL
16618	9/9/2021	95.00	STEVEN FERRARA	CDL PHYSICAL
16619	9/9/2021	392.95	VERIZON	AUGUST 2021
16620	4/2021	319.90	ALSCO - Portland Linen	AUGUST 2021
16621	4/2021	425.00	Burden's Muffler & Towing	BUS 304 TOW
16622	4/2021	766.50	COUNTRY MEDIA	DRIVER RECRUITMENT
16623	4/2021	1,593.18	LES SCHWAB WAREHOUSE CENTER	AUGUST 2021
16624	4/2021	844.36	DAVISON AUTO PARTS, INC.	AUGUST 2021
16625	4/2021	391.50	OR COAST BROADCAST CENTER	DRIVER RECRUITMENT
16625	4/2021	378.00	OR COAST BROADCAST CENTER	DRIVER RECRUITMENT
16626	4/2021	1,808.97	Tillamook Motor Co.	AUGUST 2021
16627	4/2021	83.00	ALLAN NEWCOMB	106 FUEL REIMBURSEMENT
16628	1/2021	208.92	Batteries Northwest	BATTERIES
16629	1/2021	45.00	BIO-MED TESTING SERVICE, INC.	SEPTEMBER 2021 DRUG SCREEN
16630	1/2021	533.60	GenXsys Solutions, LLC	SEPTEMBER 2021 COMPUTER SUPPORT
16630	1/2021	2,500.00	GenXsys Solutions, LLC	SEPTEMBER 2021
16631	1/2021	3,825.00	INNOVA LEGAL ADVISORS	LEGAL
16632	1/2021	13,015.00	Jacobs Engineering Group INC	CHAMPION PARK APARTMENTS
16632	1/2021	11,460.25	Jacobs Engineering Group INC	CHAMPION PARK APARTMENTS
16633	1/2021	1,650.00	JORDAN SCHRADER RAMIS, PC	LEGAL
16633	1/2021	6,302.50	JORDAN SCHRADER RAMIS, PC	LEGAL
16634	1/2021	100.00	KATHLEEN SCHWABE	CDL PHYSICAL
16635	1/2021	1,373.00	Marie Mills Center, Inc	AUGUST 2021
16636	1/2021	17.20	Office Depot Credit Plan	SEPTEMBER 2021
16636	1/2021	5.89	Office Depot Credit Plan	SEPTEMBER 2021
16637	1/2021	82.50	Oregon State Police	SEPTEMBER 2021
16638	1/2021	896.00	OTTER ROCK RADIO	DRIVER RECRUITMENT
16639	1/2021	100.00	Parker Lenormand	CDL PHYSICAL
16640	1/2021	236.49	Pacific Office Automation	COPIER LEASE
16641	1/2021	7.70	TILLAMOOK DIESEL REPAIR	SHOP INVENTORY
16641	1/2021	21.78	TILLAMOOK DIESEL REPAIR	SHOP INVENTORY
16642	1/2021	1,320.00	TILLAMOOK PIONEER	MARKETING - ANNUAL SIDE BAR
16642	1/2021	35.00	TILLAMOOK PIONEER	BOARD NOTICE
16643	1/2021	49.95	VANIR BROADBAND, INC.	SEPTEMBER 2021

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Report Total

130,573.92

Check/Voucher Register 1006 - Payroll Checking From 9/1/2021 Through 9/30/2021

Document Number	Document Date	Payee
5660	9/1/2021	PACIFIC SOURCE
5661	9/9/2021	HRA VEBA TRUST
5662	9/24/2021	MICHAEL THOMPSON
5663	9/24/2021	SPECIAL DISTRICTS INS. SERVICE
5664	9/30/2021	ATU LOCAL #757

Date: 10/6/21 03:47:37 PM

Check/Voucher Register 1009 - NW RIDES ACCOUNT From 9/1/2021 Through 9/30/2021

Docume Number	Docume Date	Transaction Amount	Payee	Transaction Description
3188	9/2/2021	1,946.30	AAA RIDE ASSIST	AUGUST 2021
3189	9/2/2021	703.11	WAVE	AUGUST 2021 TELEPHONE
3190	9/2/2021	5,472.30	COLUMBIA COUNTY RIDER	JULY 2021
3191	9/2/2021	54.87	CENTURYLINK	AUGUST 2021 HARD LINE FAX
3192	9/2/2021	210.20	Fred Meyer Customer Charges	AUGUST 2021
3193	9/2/2021	500.00	GenXsys Solutions, LLC	AUGUST 2021 COMPUTER SUPPORT
3194	9/2/2021	4,280.70	COLUMBIA MEDICAL	AUGUST 2021
	9/2/2021	3,932.40	K & M MEDIVAN	AUGUST 2021
3195	9/2/2021	6,304.10	K & M MEDIVAN	AUGUST 2021
3195 3196	9/2/2021	225.22	Pacific Office Automation	AUGUST 2021 NWR COPIER LEASE
3196	9/2/2021	19,605.75	RYANS TRANSPORTATION SERVICE	AUGUST 2021
3198	9/2/2021	640.00	SUNSET EMPIRE TRANSIT	BUS FARES
3199	9/2/2021	8,548.75	TILLAMOOK CNTY TRANS. DIST.	0801.0807
3200	9/2/2021	120.99	CARDMEMBER SERVICE	AUGUST 2021
3201	9/9/2021	2,455.84	JANNA SMITH	AUGUST 2021
3202	9/9/2021	2,934.56	JOHN REKART JR	AUGUST 2021
3203	9/9/2021	434.56	JOY WINKELHAKE	AUGUST 2021
3204	9/9/2021	4,492.60	COLUMBIA MEDICAL	JULY 2021
3204	9/9/2021	4,250.90	COLUMBIA MEDICAL	AUGUST 2021
3205	9/9/2021	4,880.00	K & M MEDIVAN	BILLING CORRECTION 0718.0724
3206	9/9/2021	2,756.24	KANDIS LIDAY	AUGUST 2021
3207	9/9/2021	307.20	LEANN CHUINARD	AUGUST 2021
3207	9/9/2021	8,590.50	MEDIX AMBULANCE	AUGUST 2021
3208	9/9/2021	248.00	MEDIX AMBULANCE	PHONES NWR
3209	9/9/2021	875.00	MTN RETREAT SECURE TRANSPORT	AUGUST 2021
3210	9/9/2021	95.13	Pacific Office Automation	NWR COPIES
3211	9/9/2021	973.12	ROXANNE ANDERSON	AUGUST 2021
3212	9/9/2021	3,852.20	SEAN REKART	AUGUST 2021
3213	9/9/2021	33,490.68	TILLAMOOK CNTY TRANS. DIST.	AUGUST PAYROLL AND BENEFITS
3214	9/9/2021	1,486.00	VAL HOLYOAK	AUGUST 2021
3215	9/9/2021	3,809.40	WILLIAM NERENBERG	AUGUST 2021
3216	0/2021	1,168.12	ROXANNE ANDERSON	AUGUST 2021
3217	4/2021	2,288.45	AAA RIDE ASSIST	AUGUST 2021
3217	4/2021	2,369.80	AAA RIDE ASSIST	AUGUST 2021
3218	4/2021	4,489.40	COLUMBIA MEDICAL	AUGUST 2021
3219	4/2021	5,176.80	K & M MEDIVAN	AUGUST 2021
3219	4/2021	4,446.40	K & M MEDIVAN	AUGUST 2021
3219	4/2021	4,825.30	K & M MEDIVAN	AUGUST 2021
3219	4/2021	890.20	K & M MEDIVAN	AUGUST 2021
3220	4/2021	7,199.50	MEDIX AMBULANCE	AUGUST 2021
3220	4/2021	6,566.46	MEDIX AMBULANCE	AUGUST 2021
3221	4/2021	7,417.60	METRO WEST	AUGUST 2021
3222	4/2021	406.25	MTN RETREAT SECURE TRANSPORT	july 2021
3223	4/2021	19,460.05	RYANS TRANSPORTATION SERVICE	AUGUST 2021
3223	4/2021	20,579.55	RYANS TRANSPORTATION SERVICE	AUGUST 2021
3223	4/2021	19,399.65	RYANS TRANSPORTATION SERVICE	AUGUST 2021
3224	4/2021	952.00	SUNSET EMPIRE TRANSIT	july 2021
3224	4/2021	1,277.00	SUNSET EMPIRE TRANSIT	july 2021
3224	4/2021	2,562.00	SUNSET EMPIRE TRANSIT	july 2021
3224	4/2021	640.00	SUNSET EMPIRE TRANSIT	AUGUST 2021
3224	4/2021	1,200.00	SUNSET EMPIRE TRANSIT	july meals

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Date: 10/6/21 03:47:56 PM

Check/Voucher Register 1009 - NW RIDES ACCOUNT From 9/1/2021 Through 9/30/2021

Docume Number	Docume Date	Transaction Amount	Payee	Transaction Description
3225	4/2021	6,994.50	TILLAMOOK CNTY TRANS. DIST.	AUGUST 2021
3225	4/2021	5,709.50	TILLAMOOK CNTY TRANS. DIST.	AUGUST 2021
3220	4/2021	11,970.25	TILLAMOOK CNTY TRANS. DIST.	AUGUST 2021
3227	4/2021	650.51	TILLAMOOK CNTY TRANS. DIST.	AUGUST 2021 RENT AND UTILITY
3220	4/2021	10,897.50	WAPATO SHORES	AUGUST 2021
3229	4/2021	6,483.00	WAPATO SHORES	AUGUST 2021
3230	4/2021	2,865.70	WILLAMETTE VALLEY TRANSPORT	AUGUST 2021
3230	1/2021	3,009.40	AAA RIDE ASSIST	AUGUST 2021
3232	1/2021	10,000.00	ECOLANE USA, INC.	NWR ECOLANE ANNUAL SUPPORT
3232	1/2021	500.00	GenXsys Solutions, LLC	SEPTEMBER 2021
3233	1/2021	170.00	JORDAN SCHRADER RAMIS, PC	BROKERAGE - LEGAL
3235	1/2021	5,463.50	COLUMBIA MEDICAL	AUGUST 2021
3235	1/2021	1,584.80	COLUMBIA MEDICAL	AUGUST 2021
3235	1/2021	2,972.90	COLUMBIA MEDICAL	SEPT 2021
3236	1/2021	1,597.40	K & M MEDIVAN	SEPT 2021
3236	1/2021	3,425.10	K & M MEDIVAN	SEPT 2021
3237	1/2021	5,272.00	MEDIX AMBULANCE	AUGUST 2021
3237	1/2021	2,259.13	MEDIX AMBULANCE	AUGUST 2021
3237	1/2021	2,736.00	MEDIX AMBULANCE	SEPT 2021
3237	1/2021	5,878.90	MEDIX AMBULANCE	SEPT 2021
3238	1/2021	593.75	MTN RETREAT SECURE TRANSPORT	SEPT 2021
3239	1/2021	165.12	Office Depot Credit Plan	SEPTEMBER 2021
3240	1/2021	236.49	Pacific Office Automation	SEPTEMBER 2021 COPIER LEASE
3241	1/2021	7,500.95	RYANS TRANSPORTATION SERVICE	AUGUST 2021
3241	1/2021	13,347.70	RYANS TRANSPORTATION SERVICE	SEPT 2021
3241	1/2021	18,208.20	RYANS TRANSPORTATION SERVICE	SEPT 2021
3242	1/2021	16,172.75	TILLAMOOK CNTY TRANS. DIST.	SEPT 2021
3243	1/2021	8,830.50	WAPATO SHORES	AUGUST 2021
3243	1/2021	8,447.00	WAPATO SHORES	SEPT 2021
Report Tota		405,733.70		

Check/Voucher Register 1011 - Prop. Mgmt. Checking From 9/1/2021 Through 9/30/2021

Docume Number	Docume Date	Transaction Amount	Payee	Transaction Description
4417	9/2/2021	1,000.00	CHRISSY'S CLEANING SERVICE	AUGUST 2021 janitorial
4418	9/2/2021	425.00	North Coast Lawn	AUGUST 2021 LANDSCAPING
4419	9/2/2021	13,155.22	Oregon Department of Transport	OTIB LOAN 0061 FACILITY REPAIR
4420	9/2/2021	1,209.93	Tillamook PUD	OFFICE AND LOAN
4421	9/9/2021	850.00	CHRISSY'S CLEANING SERVICE	window cleaning inside and out
4422	9/9/2021	347.58	TILLAMOOK CITY UTILITIES	AUGUST 2021
4423	9/9/2021	171.75	CITY SANITARY SERVICE	AUGUST 2021
4424	1/2021	580.66	Marie Mills Center, Inc	AUGUST 2021
Report Total		17,740.14		

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Date: 10/6/21 03:48:15 PM

		FRED MEYER CARD CHARGES		
Date	Vendor	Description of Transaction	An	nount
	Sept Board	Packet (Sept Financials)		
		TABATHA CARD #5		
			\$	-
			\$	-
			\$	
		SHANNON WAKEMAN CARD #3		
07/16/21			\$	-
07/28/21			\$	-
08/06/21			\$	-
08/09/21			\$	17-47
			\$	-
		CATHY BOND CARD #4		
08/13/21		NWR - Remote work setup / COVID	\$	54.98
08/13/21		NWR - Remote work setup / COVID	\$	19.99
			\$:-
			\$	-
			\$	74.97
		CLAYTON NORRBOM CARD # 6		300-30-00
07/26/21			\$	-
07/30/21			\$	
			\$	-
		Grand Total	\$	74.97
DATE		APPROVAL		

Date	Vendor	UMPQUA BANK: CLOSING DATE 09/23/2021 Description of Transaction	Amount
		DOUG PILANT	
08/27/21	Virtual Postmail	Postage	\$25.00
08/29/21	Zoom.US	Subscription/Virtual Meeting	\$40.00
09/08/21	Werner Gourmet Meat	Offsite Personnel	\$40.28
09/09/21	Fred Meyer	Office Supplies	\$12.48
09/14/21	Blue Heron	Offsite Personnel	\$79.85
			\$197.61
00/00/04	er.	CATHY BOND	
09/02/21	Endicia	NWR Postage	\$9.95
09/05/21 09/10/21	Adobe Acropro Subs Dairy Queen	NWR Computer Offsite Personnel NWR	\$24.99
09/14/21	Fieldprint INC	Background check TCTD	\$19.98
09/16/21	Werner Gourmet Meat	Offsite Personnel NWR	\$12.50 \$45.80
09/22/21	Iron Mountain	Office Shred	\$103.64
00/22/21	non mountain	Since Sined	\$216.86
		SHANNON WAKEMAN	V 210.00
08/25/21	USPS	NWOTA	\$9.55
08/25/21	Amazon	Office Supply-Monitor	\$455.12
08/26/21	Tillamook Country Outlet	Breakroom Supplies	\$33.65
08/26/21	Postabox	Postage	\$48.38
08/26/21	Safeway Grocery	Breakroom Supplies	\$59.79
08/31/21	Facebook	Advertising	\$106.01
09/02/21	Rubberstamp Net	Office Supplies	\$130.17
09/10/21	Facebook	Advertising	\$116.65
09/14/21	Facebook	DISPUTE	\$250.00
09/15/21	Safeway Grocery	Breakroom Supplies	\$26.67
09/16/21	Amazon	Subscription	\$12.99
09/20/21	Facebook	Advertising	\$10.00
09/19/21	Facebook	Advertising	\$25.00
09/17/21 09/18/21	Lindsey's Latte's Facebook	Employee Appreciation DISPUTE	\$20.00
09/10/21	Facebook	Advertising	\$250.00
09/22/21	Facebook	DISPUTE	\$7.56 \$400.00
09/22/21	Facebook	Advertising	\$15.00
09/22/21	ULINE	Office Supplies-Covid	\$89.79
			\$2,066.33
		MIKE REED	7-,
09/08/21	Amazon	Office Supllies	\$239.00
			\$239.00
		TABATHA WELCH	
09/08/21	Credit	Credit for disputed charge	\$386.89
08/27/21	Costco wholesale	Office Supplies	\$14.99
09/01/21	Indeed	Driver recruitment/COVID	\$260.83
09/05/21	Amazon	Office supplies-NWR	\$74.66
09/04/21	Bath and Body Works	Hand sanitizer-Covid	\$48.49
09/10/21 09/13/21	USPS stamps endicia Hulu	Postage	\$100.00
09/15/21	Endicia	Monthly Cable Bill Postage	\$64.99
09/13/21	Lituicia	Postage	\$24.99 \$202.06
		CLAYTON NORRBOM	\$202.06
09/10/21	LOVE LOVE Teriyaki II	Training lunch	\$23.95
09/11/21	Costco	Office Supplies	\$52.47
09/14/21	Brat Brother's	Training lunch	\$41.40
	-	mesonatus V ittiideli	\$117.82
		STATEMENT TRUE UP	\$0.00
		ADDITIONAL PAYMENT MADE	
		Charges total	\$3,039.68
		Grand Total	\$3,039.68

APPROVAL

DATE



September 2021 Statement

Open Date: 08/26/2021 Closing Date: 09/23/2021

Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance Minimum Payment (Payment Due Date)ue	\$31.00

Reward Points	
Earned This Statement	3,250
Reward Center Balance	24,010
as of 09/22/2021	570.3 4 .0 8 8
For details, see your rewards sur	mmarv.

Page 1 of 5

Cardmember Service BUS 30 ELN 8

1-866-552-8855

	-	19
Activity Summary		
Previous Balance	+	\$5,972.71
Payments	-	\$5,972.71CR
Other Credits	.=:	\$386.89CR
Purchases	+	\$3,426.57
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	atrest many	\$3,039.68
Past Due		\$0.00
Minimum Payment Due		\$31.00
Credit Line		\$10,000.00
Available Credit		\$6,960.32
Days in Billing Period		29

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com C

Pay by phone 1-866-552-8855

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

CPN 001469460



UMPQUA BANK

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

to pay by phone to change your address

000032133 01 SP

000638952329530 P Y

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

Account Number	•
Payment Due Date	10/22/2021
New Balance	\$3,039.68
Minimum Payment Due	\$31.00

Amount Enclosed

D----

Cardmember Service

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

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September 2021 Statement 08/26/2021 - 09/23/2021 TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service

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Visa Business Rewards Company Card

Rewards Center Activity as of 09/22/2021	
Rewards Center Activity*	0
Rewards Center Balance	24,010

^{*}This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases Gas, Restaurants & Telecom Double Point	2,829 ts 421	33,326 8,532
Total Earned	3,250	41,858

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.

ilmbortant 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 grantage your account online. Link your card to PayPal today.

Please note, for the Auto Rental Collison Damage Waiver, Extended Warranty

Please note, for the Auto Rental Collison Damage Waiver, Extended Warders Protection and Purchase Security benefits, coverage is not provided for losses caused by or resulting from a cyber incident. You can find additional detail here https://www.chubb.com/us-en/cyberlimitation.html

Account Account

MINTER STATE OF THE STATE OF TH				Account Approval		
Transactions		P	PILANT, DOUGLAS		Credit Limit \$5000	
Post Date	Trans Date	Ref#	Transaction Description	Control of the second of the s	Amount	Notation
			Purchases and Other Debits			
08/27	08/27	6771	VIRTUALPOSTMAIL.COM 909-235-6245 CA		\$25.00	
08/30	08/29	3819	ZOOM.US 888-799-9666 WWW.ZOOM.US CA		\$40.00	
09/10	09/08	1280	WERNER GOURMET MEAT SN TILLAMOOK OR		\$40.28	
09/10	09/09	6130	FRED-MEYER #0377 TILLAMOOK OR		\$12.48	
09/15	09/14	1017	BLUE HERON FRENCH CHEE TILLAMOOK OR		\$79.85	
			Total for Account		\$197.61	
Transa	tions	В(OND, CATHY		Credit Lim	it \$2500
Post Date	Trans Date	Ref#	Transaction Description		Amount	Notation
			Purchases and Other Debits			



September 2021 Statement 08/26/2021 - 09/23/2021 TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service

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TILLAIVIC	JOK CIV	IT IT	ANS (CEN 001409400) Calditelliber Service	1-000	-552-6655
Transa	ctions	В(DND,CATHY	Credit Lim	it \$2500
Post	Trans				
Date	Date	Ref#	Transaction Description	Amount	Notation
09/03	09/02	7331	ENDICIA 800-576-3279 CA	\$9.95	
09/07	09/05	7275	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	
09/13	09/10	0079	DAIRY QUEEN 17442 GARIBALDI OR	\$19.98	
09/14	09/14	1438	FIELDPRINT INC 888-291-1369 PA	\$12.50	
09/20	09/16	6166	WERNER GOURMET MEAT SN TILLAMOOK OR	\$45.80	
09/23	09/22	1153	IRON MOUNTAIN 800-934-3453 MA	\$103.64	
			Total for Account	\$216.86	
Transa	etions	NO	DRRBOM,CLAYTON	Credit Lim	it \$2500
Post	Trans				
Date	Date	Ref#	Transaction Description	Amount	Notation
			Purchases and Other Debits		
09/13	09/10	4765	LOVE LOVE TERIYAKI II SALEM OR	\$23.95	
09/13	09/11	7561	COSTCO WHSE #1059 WARRENTON OR	\$52.47	-
09/15	09/14	8002	SQ *BRAT BROTHERS GERM Tillamook OR	\$41.40	
			Total for Account	\$117.82	
a de la sei	e:i(e) S	W	AKEMAN,SHANNON		nii 8 5 251910
Post	Trans	-621	MEDICAL CHARACTERISTICS ARE ALCOHOLOGO AND ACCOUNT OF THE ACCOUNT		
Date			Transaction Description	Amount	Notation
			Purchases and Other Debits		
08/26	08/25	2061	USPS PO 4083680269 TILLAMOOK OR	\$9.55	
08/26	08/25	4452	AMZN Mktp US*2D2ZM9DK2 Amzn.com/bill WA	\$455.12	-
08/27	08/26	0503	TILLAMOOK CNTRY OUTLET BAY CITY OR	\$33.65	
08/27	08/26	2621	SQ *POSTABOX TILLAMOOK OR	\$48.38	
08/30	08/26	3241	SAFEWAY #2723 TILLAMOOK OR	\$59.79	
09/01	08/31	3820	FACEBK 5EXJM77RG2 650-5434800 CA	\$106.01	
09/03	09/02	7542	RUBBERSTAMPS NET 877-391-6369 IA	\$130.17	
09/10	09/10	7540	FACEBK LBL3M7BQG2 650-5434800 CA	\$116.65	
09/15	09/14	7258	FACEBK D9BC377QG2 650-5434800 CA	\$250.00	
09/17	09/15	7096	SAFEWAY #2723 TILLAMOOK OR	\$26.67	
09/17	09/16	0588	Amazon Prime*2G39T23X2 Amzn.com/bill WA	\$12.99	
09/20	09/20	6834	FACEBK MQ6ZV6BAC2 650-5434800 CA	\$10.00	
09/20	09/19	7439	FACEBK L5SDR7KAC2 650-5434800 CA	\$25.00	
09/20	09/17	4496	SQ *LINDSEY'S LATTES Tillamook OR	\$20.00	
09/20	09/18	7550	FACEBK PVT7677QG2 650-5434800 CA	\$250.00	
09/21	09/21	6757	FACEBK RFP9X6FAC2 650-5434800 CA	\$7.56	
09/22	09/22	7752	FACEBK CWP3A77QG2 650-5434800 CA	\$400.00	
09/22	09/22	7756	FACEBK 55FUX6BAC2 650-5434800 CA	\$15.00	

Continued on Next Page



September 2021 Statement 08/26/2021 - 09/23/2021

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TILLAN	100K CI	NTY TR	ANS (CPN 001469460) C	ardmember Service	C	1-866	6-552-8855
Trans	actions	V	VAKEMAN,SHANNON		Credi	t Lim	it \$2500
Post Date 09/22	Date	Ref # 7168	Transaction Description ULINE *SHIP SUPPLIES 800-295-5510 WI Total for Account		Amou \$89. \$2,066.	79	Notation
Trainsa	actions	R	EED,MICHAEL		Credi		iit \$3500
Post Date		Ref#			Amou		Notation
09/09	09/08	1334	Purchases and Other Debi AMZN Mktp US*2G3D40Z10 Amzn.com/bill \ Total for Account		\$239.0 \$239. 0		
l fainst	ctions	i A	ELCH,TABATHA		Credi	Lim	it \$2500
Post Date	Trans Date	Ref#	Transaction Description Other Credits		Amou	nt	Notation
09/08		0328	PROV FR CR ARLO TECHNOLOGIES I # 43 CREDIT ADJUSTMENT		\$386.8	19 _{CR} .	
08/30	08/27	8001	Purchases and Other Debit COSTCO WHSE #0692 HILLSBORO OF		\$14.9	οο	
09/02	09/01	6916	INDEED 203-564-2400 CT	•	\$260.8		
09/07	09/05	6319	AMZN Mktp US*2537Z6IT0 Amzn.com/bill W/	A	\$74.6		
09/07	09/04	8738	bathbodyworks.com Reynoldsburg OH		\$48.4		
09/13	09/10	5047	USPS STAMPS ENDICIA 888-434-0055 DO		\$100.0		SOME TRANSPORT
09/14	09/13	4937	HLU*Hulu 1934589742992 HULU.COM/BILL	CA	\$64.9		The state of the s
09/16	09/15	5538	ENDICIA 800-576-3279 CA		\$24.9		
			Total for Account		\$202.0		
(Permissi	eji (elijk)		LING ACCOUNT ACTIVITY				
Post Date	Trans Date	Ref#	Transaction Description		Amou	nt	Notation
00/4/	00/4/		Payments and Other Credit	S		**************************************	
09/14		8	PAYMENT THANK YOU		\$120.9		
09/14	09/14	8	PAYMENT THANK YOU		3 80 18		
			Total for Account		5,972.7	1CR	
			2024 महाबाह्य Yखादराज्य	C			
	3		Total Fees Charged in 2021 Total Interest Charged in 2021	\$0.00 \$0.00			

Tripper Routes

Special Bus Operations

Other Services Total

MONTHLY PERFORMANCE REPORT	<u>.</u>			SI	EPT 2021
RIDERSHIP BY SERVICE TYPE	SEP	SEP	YTD	YTD	YTD %
	2021	2020	FY 21-22	FY 21-22	Change
Dial-A-Ride Service					
Tillamook County	672	859	2,342	2,585	-9.4%
NW Rides	535	491	1,397	1,226	13.9%
Dial-A-Ride Total	1,207	1,350	3,739	3,811	-1.9%
Deviated Fixed Route Service					
Rt 1: Town Loop	2,531	2,488	8,293	8,184	1.3%
Rt 2: Netarts/Oceanside	402	350	1,536	1,351	13.7%
Rt 3: Manzanita/Cannon Beach	1,402	1,959	5,887	6,453	-8.8%
Rt 4: Lincoln City	472	787	2,726	2,633	3.5%
Local Fixed Rt Total	4,807	5,584	18,442	18,621	-1.0%
Intercity Service					
Rt 5: Portland	513	481	1,926	1,522	26.5%
Rt 60X: Salem	287	511	1,810	1,674	8.1%
Rt 70X: Grand Ronde	665	269	1,356	847	60.1%
Inter City Total	1,465	1,261	5,092	4,043	25.9%

TOTAL ALL SERVICES	7,580	8,355	28,421	27,048	5.1%
	r				
ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	3,874	193	15,396	14,647	5.1%
Senior/Disabled	2,131	966	11,138	10,527	5.8%
Child/Youth (less than 18 years of age)	526	48	1,887	1,874	0.7%
Total	6,531	1,207	28,421	27,048	5.1%
OTHER RIDER CATEGORIES	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	70		257	209	23.0%
Tillamook Bay Community College	29		114	393	-71.0%
NWOTA Visitor Pass	231		693	298	132.6%
NW Rides		552	1,356	1,122	20.9%
Amtrak/Greyhound	129		401	116	245.7%

19

82

101

41

119

160

57

516

573

-59.6%

118.0%

100.3%

23

1,125

1,148

QUARTERLY PERFORMANCE

			Onevetina	04
Service	December	Farebox	Operating	Cost
Quarter	Passengers	Ratio	Cost	per
Quarter	per Hour	Kallo	per Hour	Passenger
Dial-A-Ride Se	arvices			
Summer -20	1.5	40.7%	85.48	56.33
Fall - 20	1.5	44.9%	87.54	57.57
Winter - 21	1.5	53.1%	84.22	57.57 55.13
Spring - 21	1.5	56.2%	82.13	53.47
Summer -21	1.3	52.0%	82.66	64.36
STANDARD	1.3	65.3%	56.36	45.19
Deviated Fixed	d Route Services			
Summer -20	4.1	4.6%	88.26	22.43
Fall - 20	3.9	9.3%	70.98	11.62
Winter - 21	3.9	5.3%	84.64	21.43
Spring - 21	4.0	5.6%	82.38	20.58
Summer -21	4.3	7.9%	84.80	19.59
STANDARD	7.0	12.4%	64.60	9.29
				0.20
Intercity Servi	ces			
Summer -20	1.8	9.8%	96.77	54.35
Fall - 20	1.7	8.6%	100.43	58.29
Winter - 21	1.7	8.7%	97.68	56.02
Spring - 21	1.9	9.3%	95.20	51.19
Summer -21	2.3	13.1%	96.85	43.03
STANDARD	2.9	31.5%	72.86	24.86
Other Camiles				
Other Services Summer -20	2.4	0.2%	77.05	22.40
Fall - 20	2.6	0.2%	77.05 77.66	32.18 29.76
Winter - 21	2.7	1.5%	72.59	29.76 27.05
Spring - 21	3.0	1.2%	72.59	24.11
Summer -21	3.3	0.1%	76.85	23.53
STANDARD	6.9	10.7%	55.54	8.28
L				

MONTHLY PERFORMANCE

			Operating
Service	Passengers	Farebox	Cost
Month	per Hour	Ratio	per Hour
Dial-A-Ride Services			
	4.5	40.00/	0.4.00
Sep-20	1.5	40.0%	84.28
May-21	1.5	56.2%	82.13
Jul-21	1.6	41.9%	104.27
Aug-21	1.5	50.0%	92.70
Sep-21	1.3	52.0%	82.66
STANDARD	1.3	65.3%	56.36
Devicted Flood Boots			
Deviated Fixed Route			
Sep-20	4.1	5.2%	85.03
May-21	4.0	5.6%	82.38
Jul-21	4.6	8.9%	105.72
Aug-21	4.5	7.4%	93.29
Sep-21	4.3	7.9%	84.80
STANDARD	7.0	12.4%	64.60
Intercity Services			
Sep-20	1.8	10.2%	92.66
Мау-21	1.9		
		9.3%	94.38
Jul-21	2.4	11.7%	119.02
Aug-21	2.4	12.8%	106.02
Sep-21	2.3	13.1%	96.85
STANDARD	2.9	31.5%	72.86
Other Services			
Sep-20	2.4	0.2%	76.07
May-21	3.0	1.2%	71.52
Jul-21	4.1	0.0%	97.20
Aug-21	3.4	0.0%	84.47
(7)			
Sep-21 STANDARD	3.3	1.0%	76.85
STANDARD	6.9	10.7%	67.00

Dial-a-Ride includes Central, North and South Counties Dial-A-Ride Services
Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City
Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde

Other Services: Trippers, Special Bus Operations/PC Free Shuttle

Tillamook County Transportation District Actual FY 2020/2021

	Thru Sept 2021	ot 2021														10/15/2021
Route/Run	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 (\$)
Dial-A-Ride Service																
Dial-A-Ride	14,307	2,342	1,355	1,214	19,566	12,079	69,204	3,951	20,043	105,276	77.72	1.7	13.6%	0.03	6.11	10.56
NW Rides	110,720	1,397	1,557	2,004	41,347	25,525	79,528	4,540	25,772	135,366	96.98	6.0	81.8%	90.0	79.26	71.12
Total DAR	125,027	3,739	2,911	3,217	60,913	37,604	148,732	8,491	45,815	240,642	82.66	1.3	52.0%	0.03	33.44	42.95
Deviated Route																
01 Town Loop	9,562	8,293	1,211	1,377	16,517	10,196	61,857	3,531	17,774	93,359	77.11	8.9	10.2%	0.10	1.15	7.90
02 Netarts/Oceanside	2,196	1,536	545	733	12,039	7,432	27,822	1,588	8,663	45,506	83.56	2.8	4.8%	0.04	1.43	4.03
03 Manzanita	10,422	5,887	1,509	1,653	39,152	24,170	77,071	4,400	24,843	130,483	86.49	3.9	8.0%	0.05	1.77	6.91
04 Lincoln City	6,217	2,726	966	1,179	33,376	20,604	50,863	2,904	17,489	91,860	92.27	2.7	6.8%	0.03	2.28	6.24
Total Deviated Route	28,397	18,442	4,260	4,942	101,084	62,402	217,614	12,423	68,769	361,209	84.80	4.3	7.9%	90.0	1.54	6.67
Intercity																
05 Portland	19,849	1,926	902	984	28,888	17,833	48,689	2,630	15,643	84,796	94.05	2.1	23.4%	0.03	10.31	22.02
60X Salem	7,125	1,810	828	1,017	33,372	20,602	44,715	2,415	15,360	83,091	100.35	2.2	8.6%	0.02	3.94	8.61
70X Grand Ronde	1,711	1,356	533	699	18,537	11,443	28,783	1,555	9,459	51,241	96.14	2.5	3.3%	0.03	1.26	3.21
Total Intercity	28,685	5,092	2,263	2,671	80,797	49,879	122,187	6,599	40,462	219,128	96.85	2.3	13.1%	0.03	5.63	12.68
Other Services																
Trippers	27	23	7	15	88	55	344	20	86	516	76.63	3.4	5.2%	0.05	1.17	4.01
Special Bus Operation	0	1,125	345	394	4,588	2,832	17,610	1,005	5,043	26,490	76.85	3.3	%0.0	0.04	0.00	0.00
Total Other Services	27	1,148	351	408	4,677	2,887	17,954	1,025	5,140	27,007	76.85	3.3	0.1%	0.04	0.02	0.08
Total TCTD Services	182,136	28,421	9,785	11,238	247,471	152,772	506,488	28,539	160,187	847,985	86.66	2.90	21.5%	0.04	6.41	18.61
				Total Mileage, Labor & Direct Cost	e, Labor & [Direct Cost	867,788		23.3%							Page 1

Year-Over-Year Comparison

Tillamook County Transportation District FY20/21 to FY 21/22

								1								
	ㅗ	Thru Sept 2021	7:		F	Thru Sept 2021	_		Thr	Thru Sept 2021			Ę	Thru Sept 2021	-	
	20/21	20/22			20/21	20/22			20/21	20/22	•		20/21	20/22		
Route/Run	Fare Revenue	Fare Revenue	Amount Difference	Percent Difference	Passngrs	Passngrs	Amount Difference	Percent Difference	Service Hours	Service Hours	Amount	Percent Difference	Total Cost Total Cost		Amount	Percent
Dial-A-Ride Service																
Dial-A-Ride	9,029	14,307	5,278	28.5%	2,585	2,342	-243	-9.4%	1,193	1,355	162	13.6%	96,778	105,276	8,498	8.8%
NW Rides	78,155	110,720	32,565	41.7%	1,226	1,397	171	13.9%	1,394	1,557	162	11.6%	121,278	135,366	14,088	11.6%
Total DAR	87,184	125,027	37,843	43.4%	3,811	3,739	-72	-1.9%	2,587	2,911	324	12.5%	218,056	240,642	22,586	10.4%
Deviated Route											_					
01 Town Loop	5,347	9,562	4,215	78.8%	8,184	8,293	109	1.3%	1,166	1,211	45	3.9%	91,174	93,359	2,186	2.4%
02 Netarts/Oceanside	1,541	2,196	655	42.5%	1,351	1,536	185	13.7%	614	545	69-	-11.3%	51,373	45,506	-5,867	-11.4%
03 Manzanita	8,592	10,422	1,830	21.3%	6,453	5,887	-566	-8.8%	1,679	1,509	-171	-10.2%	144,860	130,483	-14,377	-9.9%
04 Lincoln City	4,642	6,217	1,575	33.9%	2,633	2,726	93	3.5%	1,074	966	-78	-7.3%	97,970	91,860	-6,110	-6.2%
Total Local Fixed Route	20,122	28,397	8,275	41.1%	18,621	18,442	-179	-1.0%	4,532	4,260	-273	-6.0%	385,376	361,209	-24,168	-6.3%
Intercity																
05 Portland	14,041	19,849	5,808	41.4%	1,522	1,926	404	26.5%	902	902	0	%0.0	81,378	84,796	3,418	4.2%
60X Salem	5,975	7,125	1,150	19.2%	1,674	1,810	136	8.1%	828	828	0	%0.0	79,213	83,091	3,878	4.9%
70X Grand Ronde	1,417	1,711	294	20.7%	847	1,356	209	60.1%	541	533	8-	-1.5%	49,818	51,241	1,423	2.9%
Total Intercity	21,433	28,685	7,252	33.8%	4,043	5,092	1,049	25.9%	2,271	2,263	8-	-0.4%	210,409	219,128	8,719	4.1%
Other Services																
Trippers	35	27	φ	-22.9%	22	23	-34	-29.6%	15	7	φ	-55.1%	1,157	516	-641	-55.4%
Special Bus Operation	0	0	0	#DIV/0i	516	1,125	609	118.0%	224	345	120	53.7%	17,045	26,490	9,445	55.4%
Total Other Services	35	27	8-	-22.9%	573	1,148	575	100.3%	239	351	112	46.9%	18,202	27,007	8,804	48.4%
Total TCTD Services	128,774	182,136	53,362	41.4%	27,048	28,421	1,373	5.1%	9,630	9,785	155	1.6%	832,044	847,985	15,941	1.9%

Page 2

Tillamook County Transportation District FY20/21 to FY 21/22

			ſ												
		Thru Sept 2021		_	Thru Sept 2021	21		F	Thru Sept 2021	21		Ħ.	Thru Sept 2021	Σ.	
	20/21	20/22		20/21	20/22			20/21	20/22			20/21	20/22		
Route/Run	Hourly Rate Ho	Hourly Rate Hourly Rate Amount Diff Percent Diff	iff Percent Dif	Passngr /Hour	Passngr /Hour	Amount Diff Percent Diff	Percent Diff	Farebox Ratio	Farebox Ratio	Amount Diff	Amount Diff Percent Diff	Average Fare	Average Fare	Amount Diff	Percent Diff
Dial-A-Ride Service															
Dial-A-Ride	81.14	77.723.	-3.42 -4.2%	2.2	1.7	-0.4	-20.2%	9.3%	13.6%	4.3%	45.7%	3.49	6.11	2.62	74.9%
NW Rides	86.98	.0- 96.98	-0.02 0.0%	6.0	6.0	0.0	2.1%	64.4%	81.8%	17.4%	26.9%	63.75	79.26	15.51	24.3%
Total DAR	84.28	82.66 -1.	-1.62 -1.9%	1.5	1.3	-0.2	-12.8%	40.0%	52.0%	12.0%	29.9%	22.88	33.44	10.56	46.2%
Deviated Route															
01 Town Loop	78.21	77.11	-1.11 -1.4%	7.0	8.9	-0.2	-2.4%	2.9%	10.2%	4.4%	74.6%	0.65	1.15	0.50	76.5%
02 Netarts/Oceanside	83.71	83.56 -0.	-0.15 -0.2%	2.2	2.8	9.0	28.1%	3.0%	4.8%	1.8%	%6.09	1.14	1.43	0.29	25.3%
03 Manzanita	86.27	86.49 0.	0.22 0.3%	3.8	3.9	0.1	1.5%	2.9%	8.0%	2.1%	34.7%	1.33	1.77	0.44	33.0%
04 Lincoln City	91.24	92.27 1.	1.02 1.1%	2.5	2.7	0.3	11.7%	4.7%	6.8%	2.0%	42.8%	1.76	2.28	0.52	29.4%
Total Deviated Route	85.03	84.80 -0.	-0.23 -0.3%	4.1	4.3	0.2	5.4%	5.2%	7.9%	2.6%	%9.09	1.08	1.54	0.46	42.5%
Intercity															
05 Portland	90.26	94.05	3.79 4.2%	1.7	2.1	0.4	26.5%	17.3%	23.4%	6.2%	35.7%	9.23	10.31	1.08	11.7%
60X Salem	95.67	100.35 4.	4.68 4.9%	2.0	2.2	0.2	8.1%	7.5%	8.6%	1.0%	13.7%	3.57	3.94	0.37	10.3%
70X Grand Ronde	92.05	96.14 4.	4.09 4.4%	9.1	2.5	1.0	62.6%	2.8%	3.3%	0.5%	17.4%	1.67	1.26	-0.41	-24.6%
Total Intercity	95.66	96.85 4.	4.19 4.5%	1.8	2.3	0.5	26.4%	10.2%	13.1%	2.9%	28.5%	5.30	5.63	0.33	6.3%
Other Services															
Trippers	77.16	76.63 -0.54	54 -0.7%	3.8	3.4	-0.4	-10.2%	3.0%	5.2%	2.2%	72.9%	0.61	1.17	0.56	91.2%
Special Bus Operation	75.99	76.85 0.	0.86 1.1%	2.3	3.3	1.0	41.9%	%0.0	%0.0	0.0%	#DIV/0!	0.00	0.00	0.00	#DIV/0i
Total Other Services	76.07	76.85 0.	0.78 1.0%	2.4	3.3	6.0	36.4%	0.2%	0.1%	-0.1%	-48.0%	90.0	0.02	-0.04	-61.5%
Total Other Services	86.41	86.66	0.26 0.3%	2.8	2.9	0.1	3.4%	15.5%	21.5%	90.9	38.8%	4.76	6.41	1.65	34.6%

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Comparison		YTD Throug	YTD Through Sept 2021	
FY20/21 to FY 21/22			Amount Percent	Percent
Description	19/20	20/21	Difference	Difference
Mileage	251,850	247,471	(4,379)	-1.7%
Mileage Based Costs	126,963	152,772	25,809	20.3%
Hourly Based Costs	513,865	506,488	(7,377)	-1.4%
Direct Costs	191,216	160,187	(31,029)	-16.2%
Overhead Costs				
Total Costs	832,044	819,447	(12,597)	-1.5%

Special Bus Operation Calculation Cost	ulation Cos	t					
Cost per mile calculation:		Plus	Plus 10%	10% Hourly Rate Calculation:	ation:		
		45.8%		Actual Hourly Rate		↔	45.07
	Actual	Overhead	Profit	Plus Direct Costs			3.4%
Minivan				Hourly Rate		69	46.59
Small Bus				Plus Overhead			23.3%
Coach				Hourly Rate		€9	57.44
				Plus Profit	10.0%	€9	63.18

MONTHLY PERFORMANCE REPORT	MONTHL	Y	PERFO	RMANCE	REPORT
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RIDERSHIP BY SERVICE TYPE

Helping Hands Shuttle

Amtrak/Greyhound

Aug 2021

YTD %

MIDEROIIII DI OLIVIOLITIE	2004	0000	T1D	T1D	110 /
Dial A Rida Sandas	2021	2020	FY 21-22	FY 21-22	Change
Dial-A-Ride Service	600	0.45	4.000	4 700	0.40
Tillamook County	622	845	1,668	1,726	-3.4%
NW Rides	408	356	862	734	17.4%
Dial-A-Ride Total	1,030	1,201	2,530	2,460	2.8%
Deviated Fixed Route Service					
Rt 1: Town Loop	2,763	2,890	5,762	5,696	1.2%
Rt 2: Netarts/Oceanside	5	561	1,134	1,001	13.3%
Rt 3: Manzanita/Cannon Beach	2,227	2,262	4,485	4,494	-0.2%
Rt 4: Lincoln City	1,057	914	2,254	1,846	22.19
Local Fixed Rt Total	6,052	6,627	13,635	13,037	4.6%
Intercity Complex					
Intercity Service Rt 5: Portland	606	EC 4	4 440	4.044	05.70
	696	564	1,413	1,041	35.7%
Rt 60X: Salem	759	458	1,523	1,163	31.09
Rt 70X: Grand Ronde	335	289	691	578	19.69
Inter City Total	1,790	1,311	3,627	2,782	30.4%
Other Services					
Tripper Routes	4	4	4	16	-75.0%
Special Bus Operations	240	200	1,043	397	162.79
Other Services Total	244	204	1,047	413	153.5%
TOTAL ALL SERVICES	9,116	9,343	20,839	18,692	11.5%
ONE-WAY TRIPS BY USER GROUP		I	I		
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	4,811	165	11,388	10,242	11.29
Senior/Disabled	2,639	824	8,066	7,191	12.29
Child/Youth (less than 18 years of age)	636	41	1,385	1,259	10.09
Total	8,086	1,030	20,839	18,692	11.5%
OTHER RIDER CATEGORIES	Fixed	DAD	YTD	YTD	YTD %
Dida Connection	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	105		187	125	49.69
Tillamook Bay Community College	47		85	287	-70.49
NWOTA Visitor Pass	213		462	246	87.89
NW Rides		370	804	680	18.29

AUG

AUG

YTD

YTD

87

24

156

44

272

-49.4%

MONTHLY PERFORMANCE

Service Passengers Farebox Ratio Per Hour	Γ		***************************************	Operating
Month per Hour Ratio per Hour Dial-A-Ride Services Aug-20 1.5 38.5% 84.69 Apr-21 1.5 55.8% 85.14 May-21 1.5 56.2% 82.13 Jul-21 1.6 41.9% 104.27 Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Au	Service	Passangers	Farehov	
Dial-A-Ride Services Aug-20 1.5 38.5% 84.69 Apr-21 1.5 55.8% 85.14 May-21 1.5 56.2% 82.13 Jul-21 1.6 41.9% 104.27 Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8%	1	_		
Aug-20 1.5 38.5% 84.69 Apr-21 1.5 55.8% 85.14 May-21 1.5 56.2% 82.13 Jul-21 1.6 41.9% 104.27 Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-20 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94	Month	portion	ratio	perriour
Apr-21 1.5 55.8% 85.14 May-21 1.5 56.2% 82.13 Jul-21 1.6 41.9% 104.27 Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Dial-A-Ride Services			
May-21 1.5 56.2% 82.13 Jul-21 1.6 41.9% 104.27 Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20	Aug-20	1.5	38.5%	84.69
Jui-21 1.6 41.9% 104.27 Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.	Apr-21	1.5	55.8%	85.14
Aug-21 1.5 50.0% 92.70 STANDARD 1.3 65.3% 56.36 Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20	May-21	1.5	56.2%	82.13
Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47 <td>Jul-21</td> <td>1.6</td> <td>41.9%</td> <td>104.27</td>	Jul-21	1.6	41.9%	104.27
Deviated Fixed Routes Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0%	Aug-21	1.5	50.0%	92.70
Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	STANDARD	1.3	65.3%	56.36
Aug-20 4.3 5.6% 85.62 Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47				
Apr-21 4.0 5.5% 82.55 May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Deviated Fixed Route	<u>s</u>		
May-21 4.0 5.6% 82.38 Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47			5.6%	85.62
Jul-21 4.6 8.9% 105.72 Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Apr-21	4.0	5.5%	82.55
Aug-21 4.5 7.4% 93.29 STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	May-21	4.0	5.6%	82.38
STANDARD 7.0 12.4% 64.60 Intercity Services Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Jul-21	4.6	8.9%	105.72
Number N	Aug-21	4.5	7.4%	93.29
Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	STANDARD	7.0	12.4%	64.60
Aug-20 1.8 10.3% 93.71 Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Intensity Commisse			
Apr-21 1.8 9.0% 94.30 May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47				
May-21 1.9 9.3% 94.38 Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	3 . =8			
Jul-21 2.4 11.7% 119.02 Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	31.85			
Aug-21 2.4 12.8% 106.02 STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	(1. 5)			
STANDARD 2.9 31.5% 72.86 Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47				
Other Services Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47			12.8%	
Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	STANDARD	2.9	31.5%	72.86
Aug-20 2.1 0.1% 75.94 Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Other Services			
Apr-21 2.8 1.5% 71.39 May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47		2.1	0.1%	75.94
May-21 3.0 1.2% 71.52 Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47				
Jul-21 4.1 0.0% 97.20 Aug-21 3.4 0.0% 84.47	Part 1 and 1			
Aug-21 3.4 0.0% 84.47				

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, Special Bus Operations/PC Free Shuttle

Tillamook County Transportation District Actual FY 2020/2021

	Thru the COC	1, 2024														7000
Route/Run	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 (\$)
Dial-A-Ride Service																
Dial-A-Ride	10,468	1,670	720	902	13,888	9,530	41,311	2,183	11,261	64,284	89.33	2.3	16.3%	0.03	6.27	14.55
NW Rides	69,097	862	866	1,303	26,208	17,984	57,276	3,026	16,627	94,912	95.13	6.0	72.8%	0.03	80.16	69.26
Total DAR	79,565	2,532	1,717	2,207	40,096	27,513	98,587	5,209	27,887	159,196	92.70	1.5	20.0%	0.03	31.42	46.33
Deviated Route																
01 Town Loop	7,039	5,762	786	893	10,714	7,352	45,111	2,383	11,648	66,495	84.62	7.3	10.6%	0.10	1.22	8.96
02 Netarts/Oceanside	1,796	1,134	414	292	9,114	6,254	23,744	1,254	6,637	37,889	91.61	2.7	4.7%	0.03	1.58	4.34
03 Manzanita	8,153	4,485	1,132	1,240	29,364	20,149	64,963	3,432	18,805	107,350	94.87	4.0	7.6%	0.05	1.82	7.20
04 Lincoln City	5,341	2,254	724	857	24,274	16,657	41,540	2,195	12,826	73,218	101.19	3.1	7.3%	0.03	2.37	7.38
Total Deviated Route	22,329	13,635	3,055	3,547	73,466	50,411	175,359	9,265	49,916	284,951	93.29	4.5	7.8%	0.05	1.64	7.31
Intercity																
05 Portland	14,396	1,413	809	663	19,468	13,359	36,723	1,843	10,636	62,561	102.96	2.3	23.0%	0.03	10.19	23.69
60X Salem	5,089	1,523	561	689	22,619	15,521	33,919	1,702	10,500	61,641	109.84	2.7	8.3%	0.03	3.34	9.07
70X Grand Ronde	1,243	691	361	453	12,548	8,610	21,806	1,094	6,460	37,970	105.24	1.9	3.3%	0.02	1.80	3.45
Total Intercity	20,728	3,627	1,530	1,806	54,635	37,490	92,448	4,639	27,596	162,173	106.02	2.4	12.8%	0.03	5.71	13.55
Other Services																
Trippers	8	4	_	3	14	10	99	က	16	94	82.62	3.5	8.5%	0.05	2.00	7.02
Special Bus Operation	0	1,043	309	351	4,166	2,859	17,756	938	4,577	26,130	84.48	3.4	%0.0	0.04	0.00	00.00
Total Other Services	8	1,047	310	354	4,180	2,868	17,822	942	4,592	26,224	84.47	3.4	%0.0	0.04	0.01	0.03
Total TCTD Services	122,630	20,841	6,612	7,914	172,377	118,283	384,215	20,054	109,992	632,544	95.67	3.15	19.4%	0.04	5.88	18.55
				Total Mileage, Labor & Direct Cost	te, Labor & I	Direct Cost	522,552		21.0%							Page 1

Year-Over-Year Comparison

Tillamook County Transportation District FY20/21 to FY 21/22

	Ė	Thru Aug 2021	-			Thru Aug 2021		1	Ē	Thru Aug 2021			Ę	Thru Aug 2021		
	20/21	20/22			20/21	20/22	•		20/21	20/22			20/21	20/22	J	
Route/Run	Fare Revenue	Fare Revenue	Amount Difference	Percent Difference	Passngrs	Passngrs	Amount Difference	Percent Difference	Service Hours	Service Hours	Amount	Percent Difference	Total Cost Total Cost		Amount	Percent Difference
Dial-A-Ride Service									,							
Dial-A-Ride	6,010	10,468	4,458	74.2%	1,726	1,670	-56	-3.2%	808	720	-88	-10.9%	65,695	64,284	-1,411	-2.1%
NW Rides	48,370	69,097	20,727	42.9%	734	862	128	17.4%	862	866	135	15.7%	75,719	94,912	19,193	25.3%
Total DAR	54,380	79,565	25,185	46.3%	2,460	2,532	72	2.9%	1,670	1,717	48	2.8%	141,414	159,196	17,783	12.6%
Deviated Route																
01 Town Loop	3,817	7,039	3,222	84.4%	5,696	5,762	99	1.2%	786	786	0	%0.0	61,606	66,495	4,889	7.9%
02 Netarts/Oceanside	1,196	1,796	009	50.2%	1,001	1,134	133	13.3%	414	414	0	%0.0	34,837	37,889	3,053	8.8%
03 Manzanita	6,242	8,153	1,911	30.6%	4,494	4,485	o ₋	-0.2%	1,132	1,132	0	%0.0	98,378	107,350	8,972	9.1%
04 Lincoln City	3,333	5,341	2,008	60.2%	1,846	2,254	408	22.1%	724	724	0	%0.0	66,710	73,218	6,507	9.8%
Total Local Fixed Route	14,588	22,329	7,741	53.1%	13,037	13,635	598	4.6%	3,054	3,055	0	%0.0	261,531	284,951	23,420	%0.6
Intercity																
05 Portland	9,454	14,396	4,942	52.3%	1,041	1,413	372	35.7%	809	809	0	%0.0	55,383	62,561	7,178	13.0%
60X Salem	4,486	5,089	603	13.4%	1,163	1,523	360	31.0%	220	561	<u>ඉ</u>	-1.6%	55,254	61,641	6,388	11.6%
70X Grand Ronde	974	1,243	269	27.6%	578	691	113	19.6%	361	361	0	%0.0	33,571	37,970	4,400	13.1%
Total Intercity	14,914	20,728	5,814	39.0%	2,782	3,627	845	30.4%	1,539	1,530	6-	-0.6%	144,207	162,173	17,965	12.5%
Other Services																
Trippers	22	80	-14	-63.6%	16	4	-12	-75.0%	4	~	ကု	-72.2%	320	94	-226	-70.6%
Special Bus Operation	0	0	0	#DIV/0i	397	1,043	646	162.7%	194	309	116	29.8%	14,686	26,130	11,444	77.9%
Total Other Services	22	8	-14	-63.6%	413	1,047	634	153.5%	198	310	113	57.1%	15,006	26,224	11,219	74.8%
Total TCTD Services	83,904	122,630	38,726	46.2%	18,692	20,841	2,149	11.5%	6,461	6,612	151	2.3%	562,157	632,544	70,387	12.5%

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Tillamook County Transportation District FY20/21 to FY 21/22

	Thr	Thru Aug 2021			=	Thru Aug 2021	-		F	Thru Aug 2021	7.		 f	Thru Aug 2021		
	20/21	20/22			20/21	20/22			20/21	20/22			20/21	20/22		
Route/Run	Hourly Rate Ho	Hourly Rate Hourly Rate Amount Diff Percent Diff	unt Diff	ercent Diff	Passngr /Hour	Passngr /Hour	Amount Diff	Percent Diff	Farebox Ratio	Farebox Ratio	Amount Diff Percent Diff	Percent Diff	Average Fare	Average Fare	Amount Diff	Percent Diff
Dial-A-Ride Service																
Dial-A-Ride	81.36	89.33	7.98	%8.6	2.1	2.3	0.2	8.6%	9.1%	16.3%	7.1%	78.0%	3.48	6.27	2.79	80.0%
NW Rides	87.81	95.13	7.32	8.3%	6.0	6.0	0.0	1.5%	63.9%	72.8%	8.9%	14.0%	65.90	.80.16	14.26	21.6%
Total DAR	84.69	92.70	8.01	9.5%	1.5	1.5	0.0	0.1%	38.5%	20.0%	11.5%	30.0%	22.11	31.42	9.32	42.2%
Deviated Route																
01 Town Loop	78.42	84.62	6.20	7.9%	7.3	7.3	0.1	1.1%	6.2%	10.6%	4.4%	%6.07	0.67	1.22	0.55	82.3%
02 Netarts/Oceanside	84.23	91.61	7.38	8.8%	2.4	2.7	0.3	13.3%	3.4%	4.7%	1.3%	38.1%	1.19	1.58	0.39	32.6%
03 Manzanita	86.94	94.87	7.93	9.1%	4.0	4.0	0.0	-0.2%	6.3%	7.6%	1.2%	19.7%	1.39	1.82	0.43	30.9%
04 Lincoln City	92.19	101.19	8.99	%8.6	2.6	3.1	9.0	22.1%	2.0%	7.3%	2.3%	46.0%	1.81	2.37	0.56	31.2%
Total Deviated Route	85.62	93.29	7.66	8.9%	4.3	4.5	0.2	4.6%	2.6%	7.8%	2.3%	40.5%	1.12	1.64	0.52	46.4%
Intercity																
05 Portland	91.15	102.96	11.81	13.0%	1.7	2.3	9.0	35.7%	17.1%	23.0%	2.9%	34.8%	9.08	10.19	1.11	12.2%
60X Salem	28.96	109.84	12.97	13.4%	2.0	2.7	0.7	33.1%	8.1%	8.3%	0.1%	1.7%	3.86	3.34	-0.52	-13.4%
70X Grand Ronde	93.05	105.24	12.19	13.1%	1.6	1.9	0.3	19.6%	2.9%	3.3%	0.4%	12.8%	1.69	1.80	0.11	6.7%
Total Intercity	93.71	106.02	12.31	13.1%	1.8	2.4	9.0	31.2%	10.3%	12.8%	2.4%	23.6%	5.36	5.71	0.35	%9.9
Other Services																
Trippers	78.02	82.62	4.60	2.9%	3.9	3.5	-0.4	-10.1%	%6.9	8.5%	1.6%	23.5%	1.38	2.00	0.63	45.5%
Special Bus Operation	75.89	84.48	8.59	11.3%	2.1	3.4	1.3	64.4%	%0.0	%0.0	%0.0	#DIV/0i	0.00	0.00	0.00	#DIV/0i
Total Other Services	75.94	84.47	8.54	11.2%	2.1	3.4	1.3	61.4%	0.1%	%0.0	-0.1%	-79.2%	0.05	0.01	-0.05	-85.7%
Total Other Services	87.01	95.67	8.65	%6.6	2.9	3.2	0.3	8.9%	14.9%	19.4%	4.5%	29.9%	4.49	5.88	1.40	31.1%

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Comparison		YTD Through	YTD Through Aug 2021	
FY20/21 to FY 21/22			Amount	Percent
Description	19/20	20/21	Difference	Difference
Mileage	168,367	172,377	4,010	2.4%
Mileage Based Costs	90,373	118,283	27,910	30.9%
Hourly Based Costs	345,779	384,215	38,436	11.1%
Direct Costs	126,005	109,992	(16,013)	-12.7%
Overhead Costs			•	
Total Costs	562,157	612,490	50,333	80.6

Special Bus Operation Calculation Cost	ulation Cos							
Cost per mile calculation:		Plus	Plus 10%	10% Hourly Rate Calculation:	ation:			
		45.8%		Actual Hourly Rate		€9	48.55	
	Actual	Overhead	Profit	Plus Direct Costs			3.2%	
Minivan				Hourly Rate		€9	60.09	
Small Bus				Plus Overhead			21.0%	
Coach				Hourly Rate	-	₩	60.63	
				Plus Profit 1	10.0%	69	06.70	



October 8,2021
10:00 am—12:00 pm

Join Zoom Meeting:

https://us02web.zoom.us/j/87552290259

Call In: 1 253 215 8782 Meeting ID: 875 5229 0259

Agenda

10:00— 10:05a	Introductions. Welcome to guests.	Doug Pilant
10:05— 10:25a	 Consent Calendar (Action Items) September 10, 2021 Meeting Minutes (Attached) September 2021 Financial Report Ridership Tracking 	Doug Pilant/All
10:15— 10:30a	3. NWOTA Standing Items4 Marketing4 Trillium TSP Discussion	Juliet Eldred Doug Pilant/All
10:30— 11:15a	4. Micortransit & Driver Shortage	Doug Pilant
11:15— 11:30a	5. Sanitation Grant Update	AII
11:30— 12:00p	6. Other Business and Member Updates	All

Attachments:

September 10, 2021 Meeting Minutes Ridership/Passenger Mile Tracking

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 Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.









NWOTA September 10, 2021

Introductions

Attending: Arla Miller, Jeff Hazen, Caroline Crisp, Shannon Wakeman, Aaron Antrim, John Dreezen, Brad Dillingham, Juliet Eldred

Consent Calendar: John moves to approve, Brad seconds, motion passes.

NWOTA Standing Items:

Marketing: 'Car Free' ride campaign going through December. Page likes continue upward trend. Juliet would like to know if we need to change messaging due to COVID as its typically targeted at visitors. Jeff says we have capacity on running buses to accept more riders. However, we don't want a full-fledged campaign as the coast is burnt out on tourists. Talking about essential workers would be good. Shannon says in Tillamook a campaign with more local appeal would be good, some riders feel like not enough is being done to support transit users. John says local dial a ride is going very well; also one driver away from being in trouble with keeping routes full. Brad feels similarly and brings up that OSU starts in two weeks which could increase ridership. Conversation decided that topics such as Germ Fogger, essential workers (driver profiles), and safety of public of transit. Jeff Hazen volunteered an employee to create a video about safety. Shannon has worked on driver profiles, using testimonials and photos. Sarah Lu offered to help get job openings on the 'News' section of the NW Connector website so Juliet can find and promote.

Trillium Update — Updates on OTP as a tool: Trillium does not have an estimate on costs going down in the next 6-9 months. They are working in at least one other state for larger scale OTP projects. Client in CA also using OTP with hosting and Trillium is looking at bulk prices with this group. A company in Eurpose that they were hoping to work with for a discounted rate has gone bankrupt, the company that acquired their assets may ramp the program back up but Trillium has not yet reached out. Trillium is still working on making this most affordable. They meet with ODOT monthly and would like to expand OTP to the rest of the state with ODOTs help. ITS4US is a five-year, three-state, plan book and pay option through trip planner, and that group could benefit from looking at we're doing with OTP. At this time, we can expect that the rate will be lower, but we don't know how much lower. We should have a better idea by January 2022.

Sarah Lu asked about general updates from Trillium. Chris says moving forward we're looking at demand response into the integrated map so folks can see where the services operate. Visual updates will be coming soon.

John asks about grant funding to continue to pay for OTP. Jeff thinks more Federal funding is coming and might be an opportunity. Arla believes that ARPA funds at ODOT will be discretionary and related to COVID, grants will be available and awarded by July 2022. FTA funding is only available if ARPA funds could not be used. Jeff ponders how we can use these funds to address our biggest problem: driver shortages, maybe hiring bonuses? Might use funds for demand response related to mobility management. SEDT is exploring expanding demand response. Columbia's demand response is going well, with 65 trips today, significantly higher than every before and higher than Tillamook. Previously 45

would have been a good day in Columbia County and is seeing lots of folks using it to go to work or medical care. Commuter traffic is still slow as Portland remains working from home. Brad/Benton is seeing steadily increasing ridership, but not to where it was. Demand response was overhauled at the beginning of 2021.

For micro-transit, drivers may be easier to find as they don't need CDLs. Cottage Grove mobility on demand may be a program we could learn from, although there is concerned about moving too far towards a taxi service. No-shows are also major concern.

Calculating Average Passenger Miles: SETD to have updated assumptions by November.

Service Cut Coordination: without Doug and specific examples we were unable to complete conversation. We'll keep this agenda item for next month.

Sanitation Grant Update: Distilled water is a problem. John ordered a 55 gallon drum of solution and now waiting on water. Chem World provided the distilled water.

Brad connect with Olivia at Germ Fogger; equipment was shipped but refused delivery, which will be resent.

Arla/ODOT has extended the sanitation grant deadline to December 31, 2021 to ensure equipment and solution can be acquired.

Other Business and Member Updates:

John/Columbia Co: Settling into using EcoLane and it is going well despite some glitches, some related to driver training and embracing new technology. Ridership is slowly picking up but is probably still at 50% of 'normal'. Catalytic converter theft is becoming an issue and they're looking at new security methods.

Brad/Benton Co: Looking for drivers; OSU starts in two weeks doubling the population of Corvallis, working on signage to show students what stops will take them to campus. Starting in October they want to create an "Outreach October" campaign for students and others to be aware of transit opportunities; ideally this will be an annual campaign. Surveys will be a major component as well. Working with Amtrak, nearly have interline agreement complete. Request for information on a new dispatch software is out, and looking for vendors for cameras.

Shannon/Tillamook Co: We have four drivers starting training and one more interviewing. We have a RFP out for a coordinated human services plan. Oct 1 TCTB will implement new fare policy on fixed routes. In November they hope to launch 'token transit' using app and will host a marketing campaign for that.

Jeff/Clatsop Co: One new driver coming on, who used to be a trainer with SETD. Ops assistant left and the new position will be Transportation Support Specialist. Discussed mandatory vaccinations with their board but did not ask for decisions. SETD surveyed employees about vaccination status and there were some folks totally against taking vaccinations.

Refurbished buses are on the road and going well, nice buses.

Prison driver training idea moving forward with an October meeting of several transit agencies, DMV, and others. Senator Johnson is supportive of the idea. Also meeting with sheriff and parole directors to illuminate individuals that would be a good fit. National conversation is taking place next week, co-

hosted by Julia Castillo from Iowa. There are two types of simulators for training; costing between \$160-310k.

Arla/ODOT: We're seeing an uptick in driver deaths due to COVID across the state. Vehicle purchases are being stymied by factories shutting down, increased prices, and delivery issues. We cannot use previous prices for vehicle purchase estimates. Agreements can be amended for timelines, as these issues are now common. Offered a thank-you to the hard work agencies are doing.

Tillamook County Transportation District
Financial Statement
08 - Northwest Oregon Transit Allia
From 9/1/2021 Through 9/30/2021

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources							
Working Capital	3500	0.00	0.00	00 0	00 000 59	(00 000 39)	20000
NWOTA Partner Cont. Match	4225	0.00	0.00	12.000.00	163 121 00	(151 121 00)	7.358/
Transfer From General Fund	4911	0.00	0.00	12,000.00	234 188 00	(00.121,101)	6 139%
Transfer from STIF Fund	4918	0.00	0.00	0.00	618.035.00	(618 035 00)	0.12%
Total Resources		0.00	0.00	24,000.00	1,080,344.00	(1,056,344.00)	2.22%
Expenses							
Materials and Services							
Professional Services	5100	0.00	437.50	1,704.00	5 250 00	3 546 00	32 450/
Administrative Support	5101	0.00	1,666.67	0.00	25.000.00	25,000,00	25.45/6
Website Maintenance	5102	0.00	4,195.83	0.00	50,350.00	50.350.00	0.00%
Marketing	5190	0.00	3,333.33	0.00	40,000.00	40.000.00	%00.0
Website Re-Design	5191	0.00	6,250.00	0.00	0.00	0.00	%000
Total Materials and Services		0.00	15,883.33	1,704.00	120,600.00	118.896.00	1 41%
Transfers			•			20.0000	0/11-1
Transfer to General Fund	9130	0.00	0.00	3,000.00	3,000.00	00.0	100 00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	0.00	1,400.00	1,400.00	%00.0
Total Transfers		0.00	0.00	3,000.00	4,400.00	1,400.00	68 18%
Capital Outlay							201100
Capital Purchases							
Bus Stop Signage/Shelters	6040	0.00	0.00	0.00	767,544.00	767.544.00	%00 0
Other Capital Projects	0509	0.00	0.00	640.81	187,800.00	187,159.19	0.34%
Total Capital Purchases	,	0.00	0.00	640.81	955,344.00	954.703.19	%200
Date: 10/4/21 04:47:11 PM		Monthly BOD R	Monthly BOD Report w/YTD Budget & Variance	& Variance			Page: 1
							1

Monthly BOD Report w/YTD Budget & Variance

Date: 10/4/21 04:47:11 PM

Tillamook County Transportation District Financial Statement

08 - Northwest Oregon Transit Allia

	Fotal Budget Variance 25%	954,703.19 0.07% 1,074,999.19 0.49%	
21	Total Budget	955,344.00	
From 9/1/2021 Through 9/30/202	Current Year Actual	5,344.81	
1001 2/11/2021	Current Period Budget	0.00	
	Current Period Actual	0.00	

Total Capital Outlay

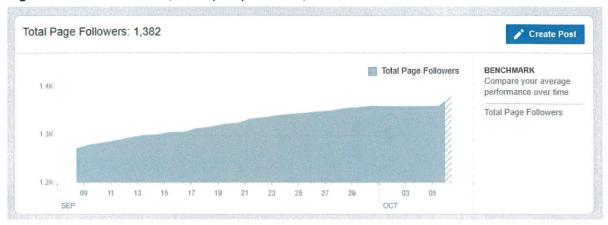
Total Expenses

NW Connector Facebook Metrics - Sept/October 2021

Page Followers

Page Followers as of 10/06/21: 1,382 Page Followers as of 9/09/21: 1,296 Page Followers as of 7/26/21: 1,063 Page Followers as of 6/17/21: 950 Page followers as of 5/21/21: 733 Page Followers as of 4.15.21: 395 Page followers as of 3.17.21: 348

Page followers as of 2.17.21 (before paid promotion): 305



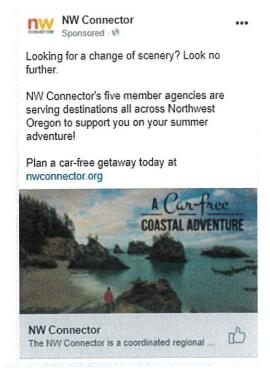
Recent Posts

September 14: SETD is hiring bus drivers!

October 6: TCTD is hiring bus drivers!

Ad #1: Promoting Facebook Page

Ran for 21 days (9/9 - 9/30/21) at \$20/day.

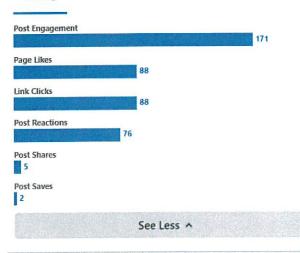


Performance

\$419.99 spent over 21 days.



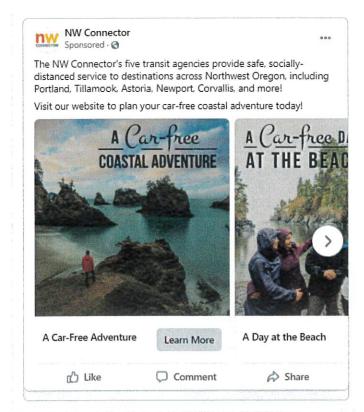
Activity



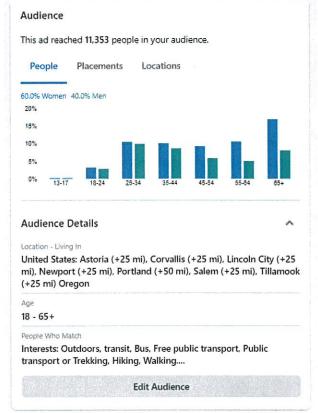


Current Ad #2: Promoting NW Connector Website

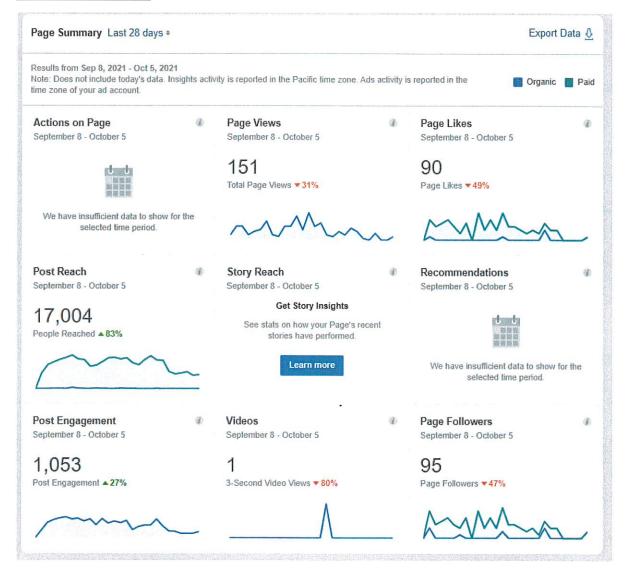
\$5/day Maximum budget - Continuous (re-upped from 9/9/21 through December)







Additional Metrics



Tillamook County Transportation District TAC Applicant Review Committee Tuesday, September 14, 2021 – 5:30PM Meeting Minutes



1. Call to Order: Administrative Assistant Shannon Wakeman called the meeting to order at 5:30pm.

2. Introductions:

Linda Adler, Committee Member
Judy Riggs, Committee Member
James Huffman, Committee Member
Shannon Wakeman, TCTD Staff
Doug Pilant, TCTD General Manager
Elizabeth Rosso, General Counsel
Mary McGuinness, citizen from Rockaway Beach
Chris Kell, citizen from Tillamook
Jackie Edwards, citizen from Garibaldi
Larry Stevens, citizen from Tillamook
Nancy Briggie-Olson, citizen from South County
Arla Miller, representing ODOT
Joe Warren, representing the Tillamook Headlight Herald
Steve Billings (joined late, no introduction)

3. Staff review and Staff recommendations

General Manager Pilant provided background information on the formation of the Transportation Advisory Committee (TAC) and an explanation of the bylaws and state requirements.

Administrative Assistant Wakeman reviewed the staff memo to the Board, issued in the August board meeting packet and included in this meeting packet. The staff recommendations are to appoint Ron Rush to a 3-year term; Ross Tomlin to a 3-year term; Carol McAndrew to a 3-year term; and Brooke Wyntergreen to complete an unexpired 1-year term for Stacie Zuercher.

4. Discussion of Applicants

The Committee members discussed each applicant.

5. Motion for Committee Recommendations for TAC Appointments

AA Wakeman asked for a motion from the committee. Mr. Huffman said that wasn't necessary. AA Wakeman explained that a motion was necessary to take the committee's recommendation to the Board.

Mr. Adler made the motion to recommend Mr. Rush, Mr. Tomlin, and Mrs. McGinnis for three-year terms and Mrs. Ferguson for a one-year term to the Board of Directors at the September meeting. *Mr. Huffman seconded* the motion. Mr. Huffman and Mrs. Adler voted in favor. Mrs. Riggs voted opposed. **Motion carries.**

6. Staff Comments/ Concerns

GM Pilant said he would like to echo what AA Wakeman had said earlier, that the District is grateful to have received so many quality applications. He said that the District had specific objectives they were trying to achieve when putting forth the staff recommendations, and that this is the first time in his 9-year tenure at the District that the Board has taken an interest in committee selection, so he also appreciates that too.

Administrative Assistant Wakeman had nothing further to add.

7. Committee Member Comments/ Concerns

Mrs. Adler stated that she had nothing to add.

Mr. Huffman thanked everyone who showed up to the meeting and those who applied. He expressed that it was great for the Board to be involved in the selection process and that he expects it will be less laborious in the future. He thanked Mrs. Rosso for attending and said having an attorney present with both staff and the Board is great. Mrs. Adler thanked everyone for attending.

Mrs. Riggs thanked those who applied. She said she understands people are very busy and people can't always be present so she appreciates those who were present for the meeting. She also thanked staff for doing such a great job, Mrs. Rosso for sitting in and providing clarifications, and Mrs. Miller from ODOT for attending.

8. Public and Guest Comment

Ms. Miller expressed that it was disappointing to see so much in-fighting between board members and hopes the future will see the Board working together better.

Mr. Rush thanked the District for all the good work they do under GM Pilant's leadership. He stated that running a public agency is never easy, or running any agency for that matter, but that we should have pride in what the District does. He said he is looking forward to continuing to serve on the committee.

Mr. Stevens said it was very interesting to sit in on the meeting and appreciated the exchanges. He said he thinks we are very fortunate to have a Transportation District in Tillamook County that is trying to reach those who really need the help.

Mrs. Kell thanked everyone for their work and said the District has a great General Manager, and that as a TAC member she is excited to have the appointments finalized at the Board meeting next week so we will all know who the committee is.

Mrs. Edwards thanked those who participated in the meeting, and thanked Mrs. Miller for her thoughtful and straightforward comments. She expressed that we have a good District and she hopes it continues that way.

9. **Adjournment**: Administrative Assistant Wakeman adjourned the meeting at 7:01pm.

These minutes approved this 23rd day of September, 2021.

ATTEST:

Mary Johnson, Acting Board Chair

Doug Pilant, General Manager

Tillamook County Transportation District

Board of Directors Regular Monthly Meeting Thursday, September 23, 2021 – 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

Jim Huffman, Board Chair (zoom)
Mary Johnson, Vice Chair (zoom)
Gary Hanenkrat, Treasurer (zoom)
Linda Adler, Secretary (zoom)
Melissa Carlson-Swanson, Director (zoom)
Judy Riggs, Director (zoom)
Marty Holm, Director (zoom)

TCTD Staff

Doug Pilant, General Manager Tabatha Welch, Finance Supervisor Cathy Bond, NW Rides Brokerage Manager Shannon Wakeman, Admin Assistant/ Board Clerk Mike Reed, Operations Superintendent

Guest

Steve Shropshire, general counsel from Jordan-Ramis
Peter Hicks, general counsel from Jordan-Ramis
Chris Kell, citizen from Tillamook
Jackie Edwards, citizen from Garibaldi
Arla Miller, representing ODOT
Joe Warren, representing Tillamook Headlight Herald
Michele Brandley, Port of Tillamook Bay, SDAO Board of Directors
Nancy Burgi-Oleson
Ron Rush, Marie Mills Center
Kathy Kleczek, NW Transportation Options
Jeff Hazen, SETD Executive Director, TCTD TAC Member
Allen Marcum, citizen
Marsha Hoskins, ODOT Public Transportation Division Policy
Implementation Manager

Debbie Boothe-Schmidt, SETD Board of Commissioners

Paul Lewicki, SETD Chief Operating Officer

Lisa Greiner, citizen

Melonie Ferguson, citizen from Cloverdale

- 4. Announcements and Changes to Agenda: None.
- 5. Public & Guest Comments:
 - a. Allen Marcum: Mr. Marcum expressed his frustrations that the revised service schedule has left many unmet needs for residents of Tillamook County, and that the reduced office staff is August made it difficult to get questions answered by phone. Mr. Marcum read the mission and vision statements of the District and stated that he does not feel the District is living up to those standards.
 - b. Jeff Hazen: Mr. Hazen introduced himself as the Executive Director of Sunset Empire Transportation District and a member of TCTD's TAC. He stated that he is attending the meeting to observe the TAC appointments. He expressed his appreciation for the mentorship of GM Pilant and the collaboration of the regional transportation system. He thanked the District for making the meeting accessible via Zoom and encouraged the District to adopt the use of Facebook live.
 - c. Marsha Hoskins: Mrs. Hoskins introduced herself as the ODOT Public Transportation Division of Policy and Implementation Manager.
 - d. Chris Kell: Mrs. Kell extended a shoutout to Administrative Assistant Wakeman for the excellent TAC Review Committee meeting minutes and expressed her belief that "you can count on Shannon and Doug to get the facts straight".
- 6. Executive Session: The Board and the General Manager went into Executive Session at approximately 6:18pm for the purpose of consulting with Legal Counsel, as authorized under ORS 192.660(2)(h). Members of the News Media were permitted to attend but are unable to report on anything that was discussed in the Executive Session that is protected under this statute.

Following Executive Session, Director Huffman removed himself from Chair for personal reasons. Vice Chair Mary Johnson then took over as Acting Board Chairperson.

Director Riggs made a motion to conduct an investigation into a personnel matter and to appoint Director Johnson as the liaison. Director Huffman seconded.

In favor: Director Riggs, Director Huffman, Director Holm Director Johnson,
Director Carlson-Swanson, Director Adler, Director Hanenkrat,
Opposed: None
Motion passed

Attorney Steve Shropshire asked the General Manager if he wished or general counsel to remain present. GM Pilant responded yes.

REPORTS

7. Financial Report: Finance Supervisor Tabatha Welch reviewed the TCTD year-to-date financial reports through August 2021.

Director Hanenkrat asked about 4 charges on Administrative Assistant Wakeman's credit card. AA Wakeman clarified these were for Tillamook County Fair admission passes and parking passes for volunteers. Dir. Hanenkrat asked about a charge for "Covid Tests" from Walgreens on Finance Supervisor Welch's card. FS Welch clarified

that tests were not available in Tillamook when they were needed and that she had driven to Lincoln City to purchase the test kits.

- Service Measure Performance Report: GM Pilant reported the July 2021 service measure performance report were included this month's board agenda packet and the August performance measure report would be included in the October 2021 board packet.
- Northwest Oregon Transit Alliance: GM Pilant reported that he was unable to attend meeting and explained the previous two months NWOTA meeting packets were included in the Board's meeting packet.

10. Planning & Development:

- A. Champion Park Apartments: GM Pilant explained that the project is in the review process at the County. Due to supply chain shortages, he expects the shelter to arrive in January or February of 2022.
- B. Coastliner Route 5 Service Plan: GM Pilant reported that the kickoff meeting for expanding Route 5 occurred on September 16 and was attended by regional partners and stakeholders from Washington County, Ride Connection and Amtrak.
- C. RFP for Coordinated Human Services Plan: GM Pilant reported the RFP has been distributed potential consultants and hopes to wrap up the selection process next month.
- D. Token Transit: GM Pilant reported that staff attended a demonstration presentation to learn more about automated payment options available through Token Transit.

11. Grant Funding: No Report

12. Facility/Property Management:

- a. Transit Center: GM Pilant reported the Downtown Transit Center property transaction has been completed. He said the process to select an architect to complete the design for the Transit Center's office renovation has also been completed and is working with legal counsel to prepare a service agreement that will be ready for Board approval in October.
- b. Propane Facility: GM Pilant explained that the project is still in the county approval process.
- 13. NW Ride Brokerage: NW Rides Brokerage Manager Bond explained that the updated delegate agreement is under the legal review process and should be ready for Board approval in November or December. 3/5 of the Brokerage staff is working from home due to COVID protocols, which has been made possible by the Ecolane software.

Director Adler asked how many total employees the District has. FS Welch answered 49.

14. Miscellaneous: None

CONSENT CALENDAR

- 15. Motion to Approve the Minutes of August 19, 2021 Regular Board Meeting
- 16. Motion to approve the Minutes of September 23, 2021 TAC Review Committee Minutes
- 17. Motion to Accept the TCTD August 2021 Financial and Service Reports

AA Wakeman noted that Kathy Kleczek was also present at the TAC Review Committee Meeting and would update the minutes to reflect such.

Director Hanenkrat indicated that the regular meeting minutes showed that "Director Edwards" voted on three motions, AA Wakeman will update.

Director Adler raised several corrections regarding the minutes of the TAC Review Committee Meeting. AA Wakeman clarified her corrections with general counsel following the meeting, and under direction of attorney Elizabeth Rosso simplified the sections in question to avoid confusion.

Discussion on whether to approve minutes. Director Riggs said the TAC Review Committee minutes should be removed from the Consent Calendar and be approved after they've been corrected.

Motion by Director Huffman to approve the financials and August Regular Board Meeting Minutes with corrections. *Motion Seconded* by Director Adler.

Motion Passed

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

Item 16 removed from the Consent Calendar until October 21, 2021 meeting.

ACTION ITEMS

18. Motion to Appoint the Recommended Transportation Advisory Committee Membership Roster.

AA Wakeman explained that Mary McGinnis has withdrawn her application. Director Adler read a letter from Ms. McGinnis (attached to minutes). AA Wakeman read a letter submitted by former TAC member Carol McAndrew (attached to minutes).

There was discussion on the recommendations put forth by staff and by the TAC Review Committee, and of the applicants in general.

Motion by Director Holm to appoint the staff recommendations to the TAC as follows: Ron Rush for a three-year term; Carol McAndrew for a three-year term; Ross Tomlin for a three-year term; Brook Wyntergreen for a one-year term. *Motion Seconded* by Director Riggs.

In Favor: Directors Hanenkrat, Carlson-Swanson, Riggs, Holm Opposed: Huffman, Adler, Acting Board Chair Johnson Motion Passed

DISCUSSION ITEMS

19. Maintenance Plan

GM Doug Pilant stated that a Memo (attached to minutes) to the Board outlining a Maintenance Reorganization Plan had been distributed to the Board earlier in the day to provide an overview of Staff's analysis and recommendation to expand the District's capacity to perform in-house vehicle maintenance and repairs. He said Operations Superintendent Mike Reed has been the team leader for this project and would provide the Board an overview of the findings. OS Mike Reed provided a review of the Memo's findings and recommendation and explained the District is in discussions with the Union to approve the mechanic position, and hope to have this position ready for Board approval in October.

Director Hanenkrat said his primary concern is that it's difficult to find a mechanic who can do both body work and mechanic work. OS Reed responded that the District still plans to send vehicles needing body work out to specialized shop, and that this expense is included in the forecasted cost of maintenance going forward. Director Hanenkrat also asked if the District is equipped to do A/C repair. GM Pilant responded that yes, the District has been setup to do A/C for several years.

Attorney Shropshire made the suggestion that the District begin recording public meetings, as a number of the firm's other public clients do. Attorney Shropshire also requested that Director Huffman clarify whether he intends to step down as chair permanently or just for this meeting. Director Huffman responded that he is resigning as Chair for this and all meetings going forward.

20. Staff Comments/Concerns:

GM Pilant shared that his youngest daughter had a baby a week ago, and he is planning to visit the family this weekend.

Administrative Assistant Wakeman: Asked to record future meetings.

Finance Supervisor Welch: None

Operations Superintendent Reed: None

NW Rides Brokerage Manager Bond: Stated that she was board clerk for 9 years and has served at the District for 11 years and has never seen Board behavior like this. She expressed that she's thankful it's getting righted and thanked the Directors for beginning to correct it.

21. Board of Directors Comments/Concerns:

Dir. Hanenkrat thanked GM Pilant for trying to step down as NWOTA Chair.

Dir. Adler thanked Dir. Johnson for stepping up and doing good job, wished everyone good luck, and congratulated GM Pilant on grandbaby.

Dir. Huffman commended Dir. Johnson on how she's handling everything and commended OS Reed on his maintenance recommendations.

Dir. Riggs said that she felt the Board was fun to serve on 16 years ago and hopes it can return to the way it was. She reminded the Board that they were all elected to serve the County as a whole, not as North or South, and that personal agendas have no place on the Board. She thanked Dir. Johnson and the Board, and said that the District stakeholders are all looking at the District as having problems and that she would like to prove them wrong.

Dir. Carlson-Swanson thanked Dir. Johnson and thanked OS Reed for his extensive research on the maintenance plan. Thanked Dir. Hanenkrat for raising his experience and questions, and congratulated GM Pilant.

Dir. Holm: None

Dir. Johnson thanked staff and board for helping her get through meeting. Congratulated GM Pilant. Echoed thoughts that meetings going forward should be recorded.

22. Adjournment: Acting Board Chair Johnson adjourned the meeting at 8:00pm.

These minutes approved this 21st day of October, 2021.

ATTEST:

Mary Johnson, Acting Board Chair

Doug Pilant, General Manager

September 20, 2021

Dear Tillamook Transit Board of Directors,

I am withdrawing my application for the Transit Advisory Committee (TAC).

I realized as I listened to the discussion about TAC applications last week, it is difficult for the scoring matrix to robustly measure how applicants interact with the transit system and how they meet state requirements for committee members.

Considering that, I think my providing support and information for the board outside the advisory committee will be a more meaningful contribution.

I applaud the work done by so many people to make Tillamook's transit system the rural model it has become.

I moved to Tillamook County a decade ago to teach school. I quickly embraced the WAVE and made it part of my transportation to work.

In addition, I am a big fan of Tillamook's transit system because I saw how it helped the people I work with. I taught at Tillamook's alternative school. Most of my students were from poverty and were ethnic minorities. The WAVE helped them get to work, go to Portland for college classes, and enjoy recreation along the coast.

Students from the Nestucca and Neah Kah Nie School Districts attend my school. The school bought WAVE tickets to help them get to school, enabling more students to earn a high school diploma.

I also taught English as a Second Language at Tillamook Bay Community College and to parents for the Tillamook School District. Many non-English speaking residents used the WAVE.

Recently I expanded my community involvement, notably as a member of several local government organizations and recreation groups. In a recent community meeting with local professionals, I asked how many had used Tillamook public transit. Eleven of the twelve people said they had and expressed diverse benefits of the WAVE.

My goal of applying to TAC was to share these experiences and give input from the perspective of someone who has interacted with the transit system often at work and personally.

I am still excited about that possibility and look forward to giving input to the board in ways besides serving on TAC.

I appreciate the support of board members Linda Adler and Jim Huffman. Several months ago, I had the opportunity to share some of my WAVE stories with Linda, and I think she saw my deep work with and enthusiasm for Tillamook's transit.

Thank you for considering my application,

Mary McGinnis

I am submitting this Letter of Dissent in response to Mrs. Adler's opinion regarding my appointment to continue as a member of the TAC Committee for the District. First of all, I was never made aware of the formation of the subcommittee to review applications. Although I have no objection to the Board being involved with this procedure, it has just never been this formal. The notice of the meeting never got to me.

This letters in in response to Mrs. Adler's comments and concerns regarding my appointment to TAC for the District. After reviewing the minutes of the meeting September 14, 2021 held by the Board subcommittee to review application, I have comments that may clarify her concerns. I will try not to take offense at any questioning of my integrity, or that I have or would try to in any way, use my position to benefit my daughter, Cathy Bond, who has served the District for over 10 years now. I also have served on committees as a volunteer for over 8 years. I would ask that Mrs. Adler, and since she expressed Mr. Hanenkrat's concerns on September 14th as well, to give me any examples or incidents where a conflict of interest has even become a factor to theses committees.

I have served the District for over 10 years as a volunteer, and sat on various other committees, including the Budget Committee, for over 8 years. Mr. Hanenkrat and Mr. Huffman have been on the Board as Directors the entire time that I have been on these committees. Where were their concerns the past 8 years? I would like to know where these unfounded concerns are coming from.

Administrative Assistant Shannon Wakeman reached out to me on August 4th regarding additional information for the TAC committee. She tells me she sent an email after your Sept 14th meeting, asking for more info. I never received that email and haven't had it re-sent to me by Mrs. Wakeman. What else can I tell you? My background as a legal assistant for 14 years makes me more aware of potential improprieties, especially when working on public matters. I am retired now and was looking forward to being able to spend more time helping as an Ambassador for the District. I was looking forward to continuing to use my accounting skills to review budgets and ask questions that help keep the budget process above board for the Public. I was…but not in an atmosphere of distrust, unkindness, and division by some Board members. I will miss my service to the District and many of the friends I have made.

Thank you for allowing me to express my concerns. Respectfully Submitted.

Carol McAndrew

TO:

BOARD OF DIRECTORS

FROM:

MICHAEL REED, OPERATIONS SUPERINTENDENT

THRU:

DOUG PILANT, GENERAL MANAGER

SUBJECT:

TCTD MAINTENANCE PROGRAM REORGANIZATION PLAN

Issue

Shall the District invest in a fleet maintenance mechanic, and purchase tools and equipment to improve the effectiveness and efficiency of the District's fleet maintenance program.

Background and Findings

- 1. TCTD currently has a fleet of 34 vehicles consisting of; 9 Freightliner buses, 6 GM buses, 10 Ford buses and vans, and 7 Dodge Caravan Dial-A-Ride vehicles, as well as 1 staff car and 1 maintenance truck. This diverse fleet, with diverse maintenance requirements, is maintained by a single Service Technician.
- 2. The TCTD 3 bay Bus Maintenance Facility (BMF) is a valuable resource which can be fully utilized to its potential by increasing maintenance personnel skills, staffing, and equipment. At most times, only 1 of the bays are used due to only having one maintenance staff member on site.
- 3. The current Service Technician job description requires the skills to service, inspect, and repair "minor" mechanical, hydraulic, and electrical issues as well as maintain facilities and other equipment. The job description for this role was last updated in 2014.
- 4. Due to the limitations of the Service Technician role and the lack of supporting tools in the shop, the following list includes vehicle maintenance tasks are typically completed with outside work orders/vendors:
 - a. Engine Repair/Overhaul
 - b. Diagnostic evaluation requiring code reader/scan tool
 - c. Air Conditioning Repair
 - d. Alignments
 - e. Brake systems
 - f. DPF/DEF diagnosis and repair
 - g. Annual DOT inspections
 - h. Tune ups
 - i. Body Repair
 - j. Others as necessary due to schedule

- 5. The District has a FTA/ODOT compliant preventative maintenance inspection (PMI) program to ensure the safety of vehicles and address mechanical and electrical issues. Services and inspections of vehicles are done by rotating them in a cyclical fashion through the shop based on miles traveled since last PMI. Drivers also inspect vehicles daily and report defects on a daily basis.
- 6. A more efficient method to achieving the PMI standards and repair of issues being reported by drivers during daily inspections could be achieved by completing most of the repairs in-house. The current size and diversity of TCTD fleet vehicles does not allow enough time for a single Service Technician to address the maintenance needs of the fleet, therefore TCTD requires the coordination with several outside vendors to do repairs.
- 7. Services and repairs of vehicles by outside vendors is substantially more costly to the District than completing work "in house". Outside work orders generally involve high labor cost (\$85hr+ rates) along with 15 to 20 percent mark-up on the cost of parts. The table below shows the projected impact of the proposed recommendation upon the FY 2020-21 vehicle maintenance budget of \$200,000.
- 8. A market analysis of fleet maintenance mechanics employed by comparable transportation district's in Oregon and concluded the estimated wages and benefits of an in-house mechanic would range from \$60,000 to \$80,000 per year.
- An analysis of the actual FY 2020-21 maintenance repairs concluded that an inhouse maintenance program would reduce expenses being paid to vendors by up to \$124,000 as outlined in the following table.

	Actual FY 2021 Expenses	Estimated In-house Expenses	Difference
Advance Diesel	28,508	16,529	11,979
McCoy Frieghtliner	61,167	2,986	58,181
Northside Ford	14,401	6,747	7,654
Schetky NW	12,181	628	11,553
West Coast Exhaust	20,709	0	20,709
Other Vendors	51,951	37,450	14,501
Total	188,917	64,340	124,577

10. Additional cost savings of \$15,000 would be realized by eliminating the estimated 550 hours required for staff to transport vehicles to and from the various vendors in the Willamette Valley. There would be an additional cost savings resulting from the reduced fuel and maintenance expenses of vehicles being used to transport vehicles to/from the vendors.

11. The in-house cost savings and the staffing hours cost savings will be about \$141,000 per year that can be invested in-house maintenance staffing, tools, equipment and parts inventory. In addition, increasing the District's capacity to perform in-house repairs on vehicles will eliminate the time spent coordinating with outside vendors and enable the District to actively manage and prioritize vehicle repairs thus reducing the amount of time vehicles are out-of-service.

Recommendation

Staff recommends negotiating with the Amalgamated Transit Union the creation of a fleet maintenance mechanic to improve the efficiency and effectiveness of the District's maintenance program by fully utilizing the Bus Maintenance Facility.

Tillamook County Transportation District Annual Board Meeting Schedule for 2022

January	January 20, 2022
February	February 17, 2022
March	March 17, 2022
April	April 21, 2022
May	May 19, 2022
June (adopt budget)*	June 23, 2022
July	July 21, 2022
August	August 18, 2022
September *	September 22, 2022
October	October 20, 2022
November	November 17, 2022
December	December 15, 2022

The Board of Directors typically meets on the 3rd Thursday of the month at 6:00pm unless rescheduled as listed below. The meetings always take place at the Transportation building, in the Bob Kenny Board Hearing Room at 3600 Third Street, Tillamook Oregon 97141.

^{*} Moved to 4th Thursday to provide adequate time to complete financial and service performance reports for board packet.

Tillamook County Transportation District Budget Calendar Fiscal Year 2022-2023

Task	Due Date	Complete?
Appoint Budget Officer	January 20 Board Meeting	
Appoint Budget Committee Members (if necessary)	March 17 Board Meeting	
Review Draft Budget with Board Treasurer	April 15, 2022	
Distribute Draft Budget to Budget Committee	April 21, 2022	
Publish Notice of Budget Committee Meeting Print and Website	April 26 edition of HH (Due to Headlight Herald by April 21) Publish on website	
Budget Committee Meeting	May 11, 2022	
Publish Notice of Budget Hearing	June 14, 2022	
Budget Public Hearing	June 23 Board Meeting	
Deadline to Certify 2022-2023 Tax Levy to County Assessor	July 15, 2022	
Deadline to Deliver Adopted Resolution and Budget to Tillamook County Clerk	September 1, 2022	

BEFORE THE BOARD OF DIRECTORS OF THE TILLAMOOK COUNTY TRANSPORTATION DISTRICT

In the Matter of Authorizing the General Manager to Enter into a Contract with Mark DiLoreto for)	
Architectural Services)	RESOLUTION NO. 21-38
WHEREAS, the Tillamook County Transposervices related to the TCTD Administr Renovation Plan; and		
WHEREAS, the Plan includes three (3) in Transit Center Office that will be conducted shared drawings, specifications, site visits	cted as or	ne (1) project for efficiency through
WHEREAS , the District's Public Con 279C.110(8), allow the direct appoin architectural, engineering, surveying, and less than \$250,000; and	tment for	r personal services contracts for
WHEREAS , Mark DiLoreto is a qualified a the work described above; and	architect a	nd desires to contract with TCTD for
NOW THEREFORE, BE IT RESOLVED County Transportation District that:	by the B	Board of Directors of the Tillamook
The General Manager is authorized to Exe appointment, with Mark DiLoreto for arc amount not to exceed \$15,800.		
INTRODUCED AND ADOPTED this 21st day	y of Octob	er, 2021.
ATTEST:		
By: Mary Johnson, Acting Board C	By: .	Douglas Pilant, General Manager

Planning Solutions, Inc.

Architecture
Interior Architecture
Landscape Architecture
Land Use Planning
Graphic Arts
Development Consulting
Certified Arborist
Environmental Planning
Public Involvement

Christopher A. Baumann, LA Principal, Director Landscape Architect WA 635, OR 354, CA 3434

Mark D. DiLoreto, AIA Director of Architecture WA 8809, OR3086

4400 NE 77th Avenue #275 Vancouver, Washington 98662 Phone: 360-750-9000 Fax: 360-750-9201 psi@planningsolutionsinc.com www.planningsolutionsinc.com

Appendix A SCOPE OF SERVICES

I. PROJECT UNDERSTANDING:

The project consists of Architectural design and construction documents for revisions to the existing TCTD Office Building at 3600 Third Street, Tillamook, Oregon, and revisions to the existing Transit Center at 204 Laurel Avenue, Tillamook, Oregon. The project consists of three individual projects, two in the Office Building, and one in the Transit Center.

II. ASSUMPTIONS:

- 1. The City of Tillamook Zoning process has been completed and approved. Any additional Planning and Zoning work will be billed on a time and materials (T&M) basis over and above the proposed fee based on client approval.
- 2. The three individual projects (Kitchen, Dispatch, and Transit Center) will be conducted as one project for efficiency through shared drawings, specifications, site visits, and construction.
- The three individual projects will be combined for one total bid project to be awarded to one general contractor for efficiency during our construction administration.
- 4. All work except for the damaged street light fixture will be contained within the existing building footprints no expansion of exterior building walls or site work.
- 5. All plumbing, electrical, and mechanical work will be design-build (provided by the successful bidding general contractor).
- 6. The project will be submitted for building permit in two packages:
 - a. TCTD Headquarters, and
 - b. Transit Center.
- 7. Plan Review Comment responses will be limited to 6 hours.
- 8. Construction is assumed to be no more than 12 weeks. Additional weeks will be on a Time and Material basis estimated at \$500 per week.
- Consultants are not included. Consultants such as Civil Engineer, Structural Engineer, Electrical Engineer, Mechanical Engineer, Plumbing design, Geotechnical Engineer, etc. if desired by TCTD, can be brought onto the project under PSI direction for additional cost plus mark-up.
- 10. Plan Review Submittal package will be created by PSI, but delivered by TCTD to the jurisdiction. (Saves on our travel time and milage).
- 11. Changes after approved design will be billed on a Time and Material Basis at our hourly rates over and above the agreed upon total fee.
- 12. The design considers selecting products from existing manufacturers' catalogues for components such as: doors,

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hardware, cabinets, lighting fixtures, panel systems, finish materials, trim and other similar materials. Any custom designed components shall be created on a time and materials (T&M) basis based on client approval.

III. SCOPE OF SERVICES

We propose the following services and tasks:

A. TCTD Office Kitchen and Dispatch Renovation:

- 1. Review and get familiar with previous 2017 design
- 2. Have (1) virtual* meeting with client to discover their desires for a "touchless" kitchen and any desired changes to previous 2017 dispatch design.
- 3. Develop office repainting plan
- 4. Replace office drinking fountain
- 5. Develop revised renovation plan.
- 6. Have (1) virtual meeting with client to present revised renovation plan for approval.
- 7. Create Construction Drawings and Specifications for Jurisdictional Plan Review and General Contractor Bidding.

B. TCTD Transit Center Renovation:

- 1. Review and get familiar with previous 2006 project drawings.
- Have (1) virtual* meeting with client to discover their desires for interior renovations
- 3. Develop renovation plan.
- 4. Have (1) virtual meeting with client to present revised renovation plan for approval.
- 5. Create Construction Drawings and Specifications for Jurisdictional Plan Review and General Contractor Bidding.

C. Bidding and Services during Construction:

- 1. Assist TCTD in hosting in-person (to both sites at one visit) pre-bid meeting.
- 2. Assist TCTD in reviewing General Contractor Bids.
- 3. Services During Construction (both sites concurrently).
 - a. In-person Site Visits (to both sites) approximately every 2 weeks (7 trips budgeted).
 - b. Lead progress meetings, take meeting minutes, and distribute for each site visit.
 - c. Address any Contractor Questions (RFI's)
 - d. Review submittals and shop-drawings.
 - e. Issue any change requests for Owner (C.O's)
 - f. Review General Contractor Pay Requests
 - g. Provide one punch list in person visit and one follow-up upon General Contractor completion. (2 Trips in addition to Item C 3a. above).

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h. Assist owner with Project Close-out including receiving from General Contractor: Close out manuals, maintenance manuals, warrantees, and Certificate of Occupancy.

IV. FEE PROPOSAL:

Based upon the above scope of services, we have broken out the fees as follows into Fixed Fees and Estimates.

Fixed Fees:

We propose to complete the following task on a fixed fee basis for services completed within the scope of services as identified in: Sections II UNDERSTANDING and III ASSUMPTIONS:

TASKS A and B - Design and Construction/Bid/Plan Review Documents:

Office Kitchen and Dispatch Renovation: \$3,000

Transit Center: \$2,200

Total Design: \$4,900

ESTIMATES:

The following items are very difficult to assign fixed fees because they can vary widely depending upon the unpredictable nature of this portion of the process. We have found the fairest way to handle these categories is to generate an estimate for the item and bill the actual expense on a time and materials basis utilizing the current fee schedule. The following estimates may vary based on actual cost. Estimates are based upon our standard services and jurisdictional processes:

<u>Bidding/Plan Review Responses/Services During Construction (Assumed 12 weeks):</u>
Both Sites to be handled as one: \$9,900

Reimbursables as required (Estimated):

\$1,000

Reimbursable Expenses:

Reimbursable expenses are over and above the fixed and estimated fees and are billed according to the attached Fee Schedule. Such expenses include printing, mileage, plan sets, and supplies.

Mark D. DiLoreto, RA, LEED® AP

Director of Architecture

Muk D. D:h

Planning Solutions, Inc.

*Virtual meeting Using Microsoft Teams or Zoom

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Planning Solutions, Inc. Architecture • Landscape Architecture • Land Use Planning

Professional Fee Schedule

PROFESSIONAL SERVICES	RATE
Managing Principal	\$105.00 / Hr.
Director of Architecture	\$100.00 / Hr.
Director of Landscape Architecture	\$95.00 / Hr.
Director of Planning	\$95.00 / Hr.
Senior Architect, Landscape Architect & Planner	\$86.00 / Hr.
Architect II, Landscape Architect II & Planner II	\$75.00 / Hr.
Architect I, Landscape Architect I & Planner I	\$60.00 / Hr.
Design Tech IV	\$50.00 / Hr.
Design Tech III	\$45.00 / Hr.
Design Tech II	\$40.00 / Hr.
Design Tech I, Permit Specialist & Technical Writer	\$35.00 / Hr.
Research Assistant II / Administrative Assistant	\$35.00 / Hr.
Research Assistant I / Clerical	\$30.00 / Hr.
Director of Intergalactic Relations	\$850.00 / Hr.

Hourly fees for services are effective through Dec. 30, 2021

EXPENSES	RATE
Expenses not itemized below	Cost + 15%
IN-HOUSE SMALL FORMAT COPIES	
B/W 8-1/2x11 & 8-1/2x14 Copies	09¢ / EA
B/W 11x17 Copies	46¢ / EA
Color 8-1/2x11 & 8-1/2x14 Copies	68¢ / EA
Color 11x17 Copies	\$2.00 / EA
IN-HOUSE LARGE FORMAT COPIES & PLO	TS
Reproducible Bond Plots	50¢ / SF
Color Plots	\$3.50 / SF
Color Photo Glossy Plots	\$5.00 / SF
B/W Copies	30¢/SF
Color Copies	\$2.75 / SF
MISCELANEOUS	
Mileage	75¢ / MILE
Permits	Cost + 15%
Maps / GIS Materials	Cost + 15%
Copies (not in-house)	Cost + 15%
Sub-Consultants Paid Directly by Planning Solutions, Inc.	Cost + 15%
Credit Card Payments - Swiped	2.75%
Credit Card Payments – Manual Entry	3.5%

Fees for reimbursable expenses are subject to change without notice.

State sales tax shall be added to applicable items.

BEFORE THE BOARD OF DIRECTORS OF THE TILLAMOOK COUNTY TRANSPORTATION DISTRICT

In the Matter of Authorizing the GM) to Amend the Coastcom Services) Agreement to Purchase VoIP from) Wave Businesses Broadband) RESOLUTION NO. 21-39
WHEREAS, Tillamook County Transportation District's (TCTD) conducted are intermediate procurement procedure that resulted in executing a Service Agreement with Coastcom Inc. in April 2015 to purchase telephone equipment and Voice-over-Internet-Protocol (VoIP) services; and
WHEREAS, Wave Broadband Solutions LLC purchased Coastcom Inc. in 2016 and has provided services to existing Coastcom customers and assumed all contracts of Costcom to include Hunter Telephone, which provided Coastcom's PBX services; and
WHEREAS, Wave Broadband Solutions has been migrating previous Coastcom customers to their system, with a deadline for full migration by the end of October 2021 and
WHEREAS, Wave Broadband has reviewed our current phone system and provided a breakdown of cost to migrate the services attached hereto and Attachment A and
WHEREAS, TCTD would enter into an amended Service Order Agreement with Wave Broadband Solutions for an initial term of 60-months, with the option to cancel after the initial term with 30-day written notice; and
NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors authorizes the General Manager to execute an amended Service Agreement with Wave Broadband Solutions that migrates the current Agreement from Coastcom to Wave Business Broadband with the terms listed on Attachment A.
INTRODUCED AND ADOPTED this 21st day of October, 2021.
ATTEST:
By: By: Douglas Pilant, General Manager

TO:

BOARD OF DIRECTORS

FROM:

CATHY BOND, NW RIDES BROKERAGE MANAGER

THRU:

DOUG PILANT, GENERAL MANAGER

SUBJECT:

AMENDED TCTD/WAVE BROADCOM COMMUNICATIONS

AGREEMENT

Issue

Shall the Board authorize the General Manager to amend the Service Order Agreement with Coastcom to replace Coastcom with purchasing entity Wave Business Solutions LLC and to impose more favorable terms for TCTD that will save TCTD thousands of dollars per year and provide additional benefits.

Background and Findings

- 1. TCTD upgraded the phone system from Embarq to Voice-over-Internet-Protocol (VoIP) services through Coastcom in 2015. Coastcom was awarded the contract after an intermediate procurement procedure.
- 2. In 2016, Wave Broadband purchased Coastcom. Wave Broadband has provided services to existing customers of Coastcom and assumed all contracts of Coastcom to include Hunter Telephone. Hunter Telephone provided Coastcom's hosted Private Branch eXchange (PBX) services.
- 3. In order to launch NW Rides Brokerage in July 2018, TCTD upgraded the current phone system with Wave Broadband to add the call center features necessary to operate a multi-line hunt group.
- 4. Wave Broadband has been migrating previous Coastcom customers to their system, with a deadline for full migration by the end of October 2021.
- TCTD would enter into an amended Service Order Agreement for an initial term of 60-months, with the option to cancel after the initial term with 30-day written notice.
- Care Oregon has been requesting that NW Rides purchase some type of phone system or software to enable recording of all calls related to the brokerage members. NW Rides will be <u>required</u> to provide this capability by the start of the new Delegate Agreement in January 2022.
- 7. Wave Broadband has reviewed our current phone system and provided a breakdown of cost to migrate the services attached hereto and Attachment A. The summary concludes that the current monthly reoccurring charges of \$1,021.50/mo. will decrease to \$671.81/mo., a total monthly cost saving of approximately \$349.69/mo. This yields a savings of \$4,196.28 over a year.

- 8. There is a one-time non-recurring Gold Enhanced Contact Center charge of \$99.99. This service allows TCTD to operate the NW Rides call center hunt group and App.
- 9. In addition to the cost savings, TCTD and NW Rides will receive the following additional benefits over the existing contract with Coastcom:
 - a. New updated phones
 - b. Real-time stats reporting for call center
 - c. Full call recording functions
 - d. Wave App for remote access and remote call center log on/off capability

Recommendation

Staff recommends the Board authorize the General Manager to execute an amended Service Order Agreement with Wave Business Solutions LLC that migrates the current Agreement from Coastcom to Wave Business Broadband and imposes terms that lowers TCTD expenses and acquires the additional benefits listed above.

WQUO business

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by Provider's "Standard Terms and Conditions for Enterprise Services" which are posted on Provider's website at http://wavebusiness.com/Enterprise-T&Cs (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs.

CUSTOMER	DBA	CONTACT NAME	CONTACT INFO
Tillamook County		Cathy Bond	Office: 503-354-8083
Transportation District			Mobile:
			Email: cbond@tillamookbus.com
BILLING ADDRESS		ALTERNATIVE CONTACT	BUSINESS PHONE NUMBER
3600 3rd St, STE A, Tillamook, , 97141,	141,		
TAXID	ACCOUNT NUMBER	REFERENCE NUMBER	ACCOUNT SALES REP
	48 - 121439601	OP252166	Dan Littlefield -

SEGMENT	Enterprise
INITIAL SERVICE TERM	60 months

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, nonrecurring installation charge ("<u>NRC</u>"), and the monthly recurring service charges ("<u>MRC</u>") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC/ UNIT	TOTAL NRC
Enhanced Voicemail	3600 3rd St, STE A,	Cust			1	\$5.00	\$5.00	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Essential Seat 21-50	3600 3rd St, STE A,	Cust			5	\$13.99	\$69.95	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Express Seat 21-50	3600 3rd St, STE A,	Cust	SNC .		14	\$18.99	\$265.86	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Foreign Exchange Line	3600 3rd St, STE A,	Cust			2	\$5.00	\$10.00	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Gold Enhanced Cloud	3600 3rd St, STE A,	Cust	7.9		1	\$98.00	\$98.00	\$99.99	\$99.99
Contact Center	Tillamook, , 97141,	Prem							
Hunt Group	3600 3rd St, STE A,	Cust			1	\$4.95	\$4.95	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							

SERVICE ORDER

Wave Business Solutions, LLC / Tillamook County Transportation District

PROPRIETARY AND CONFIDENTIAL

\$99.99 \$671.81 TOTALS NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite. Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Communications Commission rules require that providers of VolP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. By signing below Customer indicates that Customer has Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal read and understands this notice regarding E911 service.

PROPRIETARY AND CONFIDENTIAL

SERVICE ORDER Wave Business Solutions, LLC / Tillamook County Transportation District

Authorized Provider Signature	Printed Name	Title	Date Signed
Authorized Customer Signature	Printed Name	Title	Date Signed

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this

Service Order.



STANDARD TERMS AND CONDITIONS FOR ENTERPRISE SERVICES

ARTICLE 1 - INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

- 1.1 <u>Introduction</u>. Wave Business Solutions, LLC ("**Provider**") and its Affiliates provide various facilities-based communications services, including Ethernet transport, dedicated Internet access, voice over fiber, hosted voice, dark fiber, wavelength, colocation and related services (as applicable, the "**Services**"). These Standard Terms and Conditions for Enterprise Services (these "**T&Cs**") may be incorporated by reference into one or more Service Orders that are executed by and between Provider and the customer specified in such Service Order(s) ("**Customer**"). When so incorporated, these T&Cs together with the applicable Service Order(s) shall be collectively referred to as the "**Agreement**" between Provider and Customer and shall govern Provider's provision of Services to Customer. For purposes of the Agreement, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in the Agreement as a "**Party**" and together as the "**Parties**."
- 1.2 <u>Service Orders</u>. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "Service Site"); (iii) the initial term of the Service Order (the "Initial Service Term"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("MRC") for the Service, and (b) any non-recurring charges ("NRC") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.
- Additional Documents Comprising Agreement; Order of Precedence. The Service Level Agreements attached to these T&Cs as Exhibits (together, the "SLA") constitute a part of these T&Cs. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "AUP") which is posted on Provider's website at http://wavebusiness.com/commercial-AUP. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "Service-Specific T&Cs") which is posted on Provider's website at http://wavebusiness.com/serviceterms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) these T&Cs (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 - TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a "Renewal Term"). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the "Service Term" for the Service Order at issue.

ARTICLE 3 - INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 <u>Service Site; Demarcation Points; Equipment</u>. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "Provider Equipment") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "Demarcation Point(s)"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "Customer Equipment") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power,



and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

- 3.2 <u>Testing, Acceptance and Service Commencement Date.</u> Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "Service Commencement Date"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.
- 3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 - PAYMENT AND BILLING

- 4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "Fees." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.
- 4.2 <u>Disputed Invoices</u>. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.
- Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "Applicable Taxes"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.



ARTICLE 5 - DEFAULT AND REMEDIES

- Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "Default"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.
- Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.
- 5.3 <u>Provider Default</u>. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.
- Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 - EARLY TERMINATION & PORTABILITY

- 6.1 <u>Early Termination for Customer Convenience</u>. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.
- 6.2 <u>Early Termination for Default</u>. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.
- 6.3 <u>Termination Charge</u>. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "Termination Charge" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges



that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.4 <u>Portability; Substitution of Services.</u> At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 - CONFIDENTIAL INFORMATION

- Definition of Confidential Information. "Confidential Information" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.
- Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

ARTICLE 8 - LIMITATION OF LIABILITY

- 8.1 <u>General Limitations</u>. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.
- 8.2 <u>Service Level Agreement</u>. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.



- 8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.
- 8.4 <u>Disclaimer of Warranties</u>. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
- 8.5 <u>Assumption of Risk.</u> PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.
- 8.6 <u>Disclaimer Regarding HIPAA Compliance</u>. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("<u>HIPAA</u>"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 -INDEMNIFICATION FOR THIRD PARTY CLAIMS

- 9.1 <u>Indemnification by Customer</u>. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.
- 9.2 <u>Indemnification by Provider</u>. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.
- 9.3 <u>Indemnification Procedures for Third-Party Claims</u>. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.



ARTICLE 10 - FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 - DISPUTE RESOLUTION

- 11.1 <u>General Provisions</u>. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a "Dispute") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 11.2 and 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.
- 11.2 <u>Negotiations.</u> Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 11.4 below.
- 11.3 <u>Mediation</u>. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 11.4 below.
- Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the New York, New York offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the commercial arbitration rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.
- 11.5 <u>Governing Law.</u> The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Delaware. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of Delaware in and for New Castle County, or in the Federal District Court for the District of Delaware, as applicable. Customer waives all defenses of lack of personal jurisdiction and forum non conveniens. *Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.*

ARTICLE 12 - ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to



an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 - NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider's address set forth below. Notices to Customer shall be directed to Customer's addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

Provider's Address for Notices:

Wave Business Solutions, LLC 3700 Monte Villa Parkway Bothell, WA 98021

ATTN: Business Solutions

With a Copy to:

Wave Business Solutions, LLC 650 College Road East, Suite 3100 Princeton, NJ 08540

ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 - REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 - MISCELLANEOUS

- Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.
- 15.2 <u>No Waiver</u>. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.
- 15.3 <u>Attorneys' Fees.</u> If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.
- Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.



15.5 <u>Exhibits</u>. The following Exhibits, which are attached to these T&Cs, are incorporated herein and by this reference made a part of these T&Cs:

EXHIBIT A - Service Level Agreement for Lit Fiber Services

EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

- 15.6 <u>Computation of Time</u>. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.
- 15.7 <u>Counterparts; Electronic Signatures</u>. Any Service Order entered into by the Parties pursuant to these T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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EXHIBIT A

to

Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of is a part of Wave Business Solutions, LLC's ("WAVE's") Standard Terms and Conditions for Enterprise Services ("T&Cs"). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by WAVE pursuant to the T&Cs: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
99.99% Availability	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours 35%	
	> 24 hours	50%

^{*}Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's CNOC is designed to provide a MTTR of 6 hours or less. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
	≤ 6 Hrs.	Target Met
6 hr MTTR	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.



Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For "Local Market" distances of ≤ 75 miles = 10 ms
- For "Inter-Market" distances of between 76 750 miles = 20 ms
- For "Long-Haul" distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and WAVE does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
		≤ Target Latency	Target Met	
			> Target up to 8 ms over Target	5%
10 ms or less	20 ms or less	50 ms or less	> 8 ms up to 15 ms over Target	10%
		> 15 ms up to 20 ms over Target	25%	
			> 20 ms over Target	50%

NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer's router port.



Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

% Availability (per calendar month)

(<u>Total Minutes in Month – Total Minutes of Unavailability in Month</u>)

Total Minutes in Month

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"<u>Jitter</u>" or "<u>Network Jitter</u>" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

MTTR in Hrs = Cumulative Length of Service Outages Per Month Per Circuit

(per calendar month) Total Number of Trouble Tickets for Service Outages Per Month Per Circuit

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.



"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the WAVE Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the WAVE CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

"WAVE Backbone Network" means WAVE's core fiber backbone that connects WAVE's POPs and regional hubs.

"WAVE's Commercial Network Operations Center" or "WAVE's CNOC" means WAVE's commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

"<u>WAVE Network</u>" means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

8. CLAIMING CREDITS AND REMEDIES

- **8.1** Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.
 - (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - · Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
 - (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two
 (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information:



- Type of remedy requested (e.g., substitution or termination);
- · Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- · Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

- 8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.
- Elmitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force Majeure Events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

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EXHIBIT B

to

Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of Wave Business Solutions, LLC's ("WAVE's") Standard Terms and Conditions for Enterprise Services ("T&Cs"). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by WAVE pursuant to the T&Cs: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

WAVE's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, WAVE's CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
	≤ 6 Hrs.	Target Met
6 hr MTTR	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.



4. **DEFINITIONS**

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to WAVE by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

MTTR in Hrs	=	Cumulative Length of Service Outages Per Month Per Circuit
(per calendar month)		Total Number of Trouble Tickets for Service Outages Per Month Per Circuit

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the WAVE Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE CNOC and open a Trouble Ticket regarding the problem.

"WAVE's Commercial Network Operations Center" or "WAVE's CNOC" means WAVE's commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

"WAVE Network" means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes



Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

5. CLAIMING CREDITS AND REMEDIES

- 5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.
 - (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - · Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
 - (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - · Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next



monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

5.3 <u>Limitations and Exclusions.</u> Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force Majeure Events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

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This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by Provider's "Standard Terms and Conditions for Enterprise Services" which are posted on Provider's website at http://wavebusiness.com/Enterprise-T&Cs (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs.

CUSTOMIAR	DBA	CONTACT NAME	CONTACT INFO
Tillamook County		Cathy Bond	Office: 503-354-8083
Transportation District			Mobile:
	3		Email: cbond@tillamookbus.com
BILLING ADDRESS		ALTERNATIVE CONTACT	BUSINESS PHONE NUMBER
3600 3rd St, STE A, Tillamook, , 97141,	141,		
TAXID	ACCOUNT NUMBER	REFERENCE NUMBER	ACCOUNT SALES REP
	48 - 121439601	OP252166	Dan Littlefield -

	60 months	Enterprise
Provider shall provide to Customer the services set forth below (each, a "Service"), at the	location(s) set forth below (each, a " <u>Servic</u>	(each, a " <u>Service</u> "), at the location(s) set forth below (each, a " <u>Service Site</u> "), in exchange for the one-time, non-
recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:	set forth below:	

SEGMENT

INITIAL SERVICE TERM

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)		Z-LOC DEMARC A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC/UNIT	TOTAL	NRC/ UNIT	TOTAL NRC
Enhanced Voicemail	3600 3rd St, STE A,	Cust	60	i	1	\$5.00	\$5.00	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Essential Seat 21-50	3600 3rd St, STE A,	Cust	84		5	\$13.99	\$69.95	\$0.00	\$0.00
	Tillamook, , 97141,	Prem	9.5				8		
Express Seat 21-50	3600 3rd St, STE A,	Cust			14	\$18.99	\$265.86	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Foreign Exchange Line	3600 3rd St, STE A,	Cust	9		2	\$5.00	\$10.00	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							
Gold Enhanced Cloud	3600 3rd St, STE A,	Cust			1	\$98.00	\$98.00	\$99.99	\$99.99
Contact Center	Tillamook, , 97141,	Prem							
Hunt Group	3600 3rd St, STE A,	Cust			1	\$4.95	\$4.95	\$0.00	\$0.00
	Tillamook, , 97141,	Prem							

SERVICE ORDER

Wave Business Solutions, LLC / Tillamook County Transportation District

PROPRIETARY AND CONFIDENTIAL

Polycom IP 6000	3600 3rd St, STE A,	Cust		2	\$29.95	\$59.90	\$0.00 \$0.00	\$0.00
Lease	Tillamook, , 97141,	Prem						
Polycom VVX 411	3600 3rd St, STE A,	Cust		17	\$6.95	\$118.15	\$0.00	\$0.00
	Tillamook, , 97141,	Prem						
Premium Auto	3600 3rd St, STE A,	Cust		2	\$15.00	\$30.00	\$0.00	\$0.00
Attendant	Tillamook, , 97141,	Prem					8	ú
Toll Free Number	3600 3rd St, STE A,	Cust		2	\$5.00	\$10.00	\$0.00	\$0.00
	Tillamook, , 97141,	Prem						

\$671.81 TOTALS NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite. Note: The charges listed above do not include applicable taxes, fees and surcharges.

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.

PROPRIETARY AND CONFIDENTIAL

Authorized Provider Signature	Printed Name	Title	Date Signed
Authorized Customer Signature	Printed Name	Title	Date Signed

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.



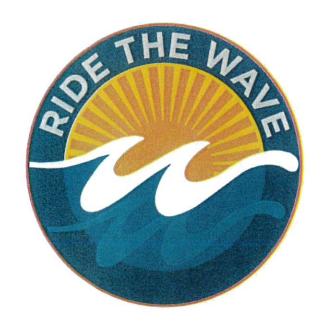
LAN READINESS FORM - CUSTOMER PROVIDED NETWORK

THE DOCUMENT MUST BE COMPLETED	AND DETUDNED TO VOLID VOICE INADIENTATION DEGLECT MANNAGED				
	AND RETURNED TO YOUR VOICE IMPLEMENTATION PROJECT MANAGER				
	OMER / IT SUPPORT INFORMATION				
BUSINESS NAME: TILLAMOOK COUNTY TRANSPORTATION DIST					
SERVICE ADDRESS: 3600 3 RD ST.	OFFICE NUMBER:				
SUITE/FLOOR:STE A	CELL NUMBER:				
CITY, STATE, ZIP: Tillamook, OR 97141	EMAIL:				
1 1		Х			
ALL INTERIOR CABLING IS STANDARDS-COMPLIANT C					
2. CABLE LENGTHS DO NOT EXCEED 90M OR 300FT AT					
	A HUB. ALL PHONES MUST BE CONNECTED TO A SWITCH.				
	E AVAILABLE AT EVERY LOCATION A HOSTED VOICE PHONE IS TO BE INSTALLED.				
	D IF YOU WISH TO SEPARATE THE VOICE AND DATA NETWORKS ◊				
	STANDARDS-COMPLIANT CATEGORY 5, 5E OR 6 CABLE AT EACH LOCATION A PHONE IS GOING				
	ER IS TETHERED TO A PHONE. PRINTERS OR SIMILAR NETWORK DEVICES SHOULD NOT BE TETH	IERED.			
	ER OVER ETHERNET (CLASS 4). BACKWARDS COMPATIBILITY WITH IEEE 802.3AF				
	1, VVX 501, VVX 601 SUPPORT 10/100/1000 CONNECTIONS				
	ICES INSTALLED PRIOR TO PRE-INSTALLATION OR TURN UP DATE OF THE PHONES.				
	D/OR SWITCHES TO MATCH OR EXCEED TOTAL NUMBER OF PHONES & EQUIPMENT.				
	DRTS ON THE POE SWITCH WILL MATCH OR EXCEED THE NUMBER OF HOSTED PHONES TO				
BE INSTALLED. 8. IF THE PHONES ARE TO BE MAINTAINED ON A SEPARA	TE METHODY FROM THE WORKSTATIONS THE CUSTOMER WILL ENGINEE THE STATE OF THE STATE O				
	TE NETWORK FROM THE WORKSTATIONS, THE CUSTOMER WILL ENSURE THAT THERE IS A CONNECTION POINT TO SUPPORT THIS CONFIGURATION.				
	TION (DNS SERVERS, IP ADDRESSES & NETWORKS, IP GATEWAY) TO PHONES. DNS ADDRESS				
208.76.152.1 ALTERNATE 208.76.152.9	07.172.3.8 ALTERNATE 207.172.3.9 WEST COAST MARKETS PRIMARY				
10. CUSTOMER PROVIDED FIREWALL WILL BE CONFIGURE	Total Control of Contr				
ALL PORTS AND IP ADDRESSES WILL NEED TO BE CON					
SIP PORT 5060 UDP RTP/RTCP/SRTP/SRTCP/UDPTL					
11. CUSTOMER HAS VERIFIED FIRMWARE IS UP TO DATE					
12. SIP ALG (SOMETIMES REFERRED TO AS SIP TRANSFO					
	DED) – ALL PHONES WILL BE INSTALLED WITHIN 5FT OF AN ELECTRICAL OUTLET.				
	DRESSES FOR USE THAT MEET OR EXCEED THE TOTAL NUMBER OF HOSTED DEVICES BEING				
IMPLEMENTATION PROJECT MANAGER IF YOU WILL B	BE MADE TO EACH DEVICE. PLEASE NOTIFY THE SALES ENGINEER OR VOICE				
THE CONTRACTOR OF THE CONTROL OF THE	GING THE IP ADDRESS COULD RENDER THE PHONES INOPERABLE.				
	CONFIGURATION CHANGES WILL NEED TO BE MADE TO EACH DEVICE. PLEASE NOTIFY THE				
SALES ENGINEER OR VOICE IMPLEMENTATION PROJECT					
	HANGING THE TAG COULD RENDER THE PHONES INOPERABLE.				
	G PORTS AND IP ADDRESSES MUST BE ALLOWED				
ALL REGIONS	TONIS AND IT ADDRESSES MOST BE ALLOWED				
SIP PORT 5060 UDP	ALLOWS CALL SIGNALING MESSAGES TO AND FROM RGW				
RTP/RTCP/SRTP/SRTCP/UDPTL 16284-32767 UDP	ALLOWS THE AUDIO PORTIONS OF THE CALL				
NTP PORT 123	ALLOWS THE PHONES TO SYNC THEIR TIME/DATE REFERENCES				
FOR INITIAL PHONE PROVISIONING A VALID NTP REFERENCE MU					
EAST AND CENTRAL REGION (RCN/GRANDE)	ST SETWIND SEE IN THE NETWORK				
HTTP/HTTPS: 80, 443 TO/FROM 208.58.242.120	ALLOWS ALL DEVICES TO REACH OUR PROVISIONING SERVER.				
West Region (Wave)	ALLOWS ALL DEVICES TO REACH OUR FRONTSIONING SERVER.				
76.14.93.80 (www.mywavephone.com)	ALLOWS NON-CISCO PHONES TO GET TO OUR PROVISIONING SERVER				
76.14.93.83 ALLOWS CISCO PHONES TO GET TO OUR PROVISIONING SERVER					
76.14.93.130 (VOIP.ASTOUND.NET) ALLOWS ALL DEVICES TO REGISTER WITH OUR SIP PROVISIONING SERVER					
76.14.93.75-76 ALLOWS OUR CHAT SERVER (IM SERVICES)					
	CONFIGURATION AND WIRING OF ANY NETWORK EQUIPMENT REQUIRED TO SUPPORT THE HO	OSTED			
PHONES. FAILURE TO COMPLY CAN RESULT IN LOSS OF SERVICE,		33,10			
CUSTOMER SIGNATURE:	DATE:				
IT vendor/support person:	DATE:				



Tillamook County Transportation District Board of Directors Application

Name of Applicant:		
Street Address:		
Mailing Address:		
Home Phone:	Cell Phone:	
Email Address:		
Present Employment (If not p	presently employed, enter "N/A" or "	Retired")
Previous Employment		
Prior Governmental Experien	ce (elected or appointed)	
Prior Board Service Experien	ce, other than governmental	
Other Community Affiliations		
Are you knowledgeable about located within or traveling to a lf yes, please describe:	t the public transportation needs of and from Tillamook County? Yes	resident or employees s No
Why do you wish to serve on	the TCTD Board of Directors?	



Tillamook County Transportation District

Title VI Program

Effective: October 1, 2021

Doug Pilant
General Manager
Tillamook County Transportation District
3600 3rd Street, Suite A
Tillamook, Oregon 97141
(503) 842-3115
Email address: dpilant@tillamookbus.com

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The TCTD Title VI plan is available in Spanish on the Tillamook County Transportation District website: www.tillamookbus.com.

Introduction

Tillamook County Transportation District (TCTD) was established by the Tillamook County Board of Commissioners in July 1997 as a special district as defined by ORS 267.500. The District is governed by a 7-member Board of Directors who are elected at large. The Board meets monthly with the General Manager to approve policy, execute contracts, and adopt the annual budget. The General Manager oversees the District's administration and operations and oversees and manages a staff of more than 50 employees and volunteers.

TCTD is a regional transportation provider. The District operates and maintains a fleet of 34 vehicles to serve both local and regional public transportation needs. The District currently provides dial-a-ride service throughout Tillamook County and provides non-emergency medical transportation trips to and from Portland, Salem, Seaside-Astoria, Lincoln City-Newport and Corvallis for Medicaid and Columbia-Pacific CCO members. TCTD operates deviated fixed route services between Tillamook and Cannon Beach, between Tillamook and Oceanside, and between Tillamook and Lincoln City. The District also provides intercity bus services between Tillamook and Portland and between Lincoln City and Salem. Finally, the District operates a commuter bus service which runs between Salem and Grand Ronde.

Mission and Vision Statement

TCTD is a mission and values-based organization. The vision of TCTD is "Committed to providing innovative transportation services" and the mission is "Connecting the community through sustainable transit services". TCTD's guiding values are accountability, innovation, safety, communication, and service excellence.

Policy Statement

This program reflects Tillamook County Transportation District's commitment to ensuring that no person shall, on the ground of race, color, national origin, religion, age, marital status, sexual orientation, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by the Tillamook County Transportation District ("TCTD").

Signed Policy Statement

A policy statement signed by the General Manager assuring TCTD's compliance with Title VI of the Civil Rights Act of 1964 can be found as **Attachment A**.

Title VI Complaint Procedures

TCTD has a standard process for investigating all complaints. Members of the public may file a signed, written complaint up to one hundred and eighty (180) days from the date of alleged discrimination. Full procedures for filing a complaint and TCTD's

procedures for investigating complaints can be found as **Attachment B**. At a minimum, the complaint should include the following information:

- Name, mailing address, and how to contact complainant (i.e., telephone number, email address, etc.)
- How, when, where and why complainant alleges s/he was discriminated against.
 Include the location, names and contact information of any witnesses.
- Other significant information.

The complaint may be filed in writing with TCTD at the following address:

Doug Pilant
General Manager
Title VI Coordinator
Tillamook County Transportation District
3600 3rd Street, Suite A
Tillamook, Oregon 97141
Email address: dpilant@tillamookbus.com

By Facsimile: (503) 815-2834

A sample Title VI Complaint Form can be found as Attachment C.

Record of Title VI investigations, complaints, or lawsuits

Attachment D includes a list of all Title VI complaints, investigations, or lawsuits against the District over the last reporting period. Over the last reporting period, TCTD had no Title VI complaints, investigations or lawsuits filed against it.

TCTD's LEP Outreach Plan

A full copy of the outreach plan for individuals with limited English proficiency can be found in **Attachment F**. Key elements of the plan include:

- Spanish speaking translators are available upon request during normal business hours.
- Route and schedule information is available in both English and Spanish on the TCTD website.
- The entire TCTD website is available in both English and Spanish.

Notification of TCTD's Title VI obligations

TCTD publicizes its Title VI program by posting its commitment to providing services without regard to race, color or national origin in all schedules, and on the TCTD website. The signs, website and route schedules all include the following statements:

- Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance (42 U.S.C. Section 2000d).
- TCTD is committed to practicing non-discrimination. If you believe you have been subjected to discrimination you may file a complaint with the TCTD's Title VI Coordinator.

Summary of Public Participation Efforts

Over the last reporting period, TCTD conducted the following public outreach and involvement activities:

- Fare Policy Analysis and Ordinance
- Conduct on District Property Ordinance
- STIF Plan
- Public Input at Board Meetings
- Route 2B Planning: Port of Tillamook Bay

Spanish Service Schedules:

The current service schedule is available in English and Spanish on the TCTD website and made available via paper brochures.

Bilingual Outreach:

The District maintains a list of fluent Spanish-speaking employees and can contract for Spanish interpreters if necessary. Language Line Services have been contacted and their services may be utilized as necessary.

In accordance with Oregon public meeting law, all public meetings including transportation planning meetings are open to the general public. Accommodations are available for those with limited English proficiency if requested in advance of the meeting.

Title VI Outreach Effort:

TCTD conducted outreach to the Title VI community as part of the development of the TCTD Long Range Transit Development Plan (LRTDP). This outreach included reaching out to all Title VI communities to conduct one-on-one interviews. These interviews were followed by inviting members of these communities to participate in local workshops in Tillamook, Pacific City and Nehalem. Many of the LRTDP unmet needs were identified this outreach effort.

Planning and Development:

During the last reporting period TCTD has developed STIF Plans for the FY 2019-2021 and FY 2021-2021 STIF funding biennium's. The District conducted public outreach for both of these Plans prior to adoption and implementation. In addition, TCTD conducted

a Fare Policy Analysis of all District services and conducted an public outreach prior to implementation of the revised fare policy.

TCTD is a member of the NW Oregon Transit Alliance (NWOTA). The NWOTA charter members are Sunset Empire Transportation District, Tillamook County Transportation District, Lincoln County District, Benton County Rural Services and Columbia County Rider. The leaders of each agency meet monthly to collaborate so that each agency's collective transit services can be marketed and branded as a 5-county regional bus system called the NW Connector. The Alliance also shares the expense to maintain a single website where bus riders can plan trips throughout the region. See www.nworegontransit.org to become familiar with how providers in our region partner with each other.

Public Participation Plan

Purpose

The purpose of this Public Participation Plan (PPP) is to establish procedures that allow for, encourage, and monitor participation of all citizens in the TCTD area, including but not limited to low-income individuals, minority individuals, and those with limited English proficiency. While traditional means of soliciting public involvement may not reach such individuals, or might not allow for meaningful avenues of input, the intent of this effort is to take reasonable actions throughout the planning process to provide opportunities for historically underserved populations to participate.

Goals and Objectives for the Public Participation Plan

Goal: The goal of the PPP is to offer real opportunities for the engagement of all citizens of the TCTD Service Area to participate.

Objectives:

- To determine what cultural barriers exist to public participation within the TCTD service area.
- To provide notifications of meetings, particularly forums for public input, in a manner that is understandable to all populations in the area.
- To hold meetings in locations which are accessible and reasonably welcoming to all area residents, including but not limited to, low-income and minority members of the public.
- To provide avenues for two-way flow of information and input from populations who are not likely to attend public meetings.

Identification of stakeholders

Stakeholders are those who are either directly or indirectly affected by a plan, or the recommendations of that plan. Those who may be adversely affected, or who may be denied benefit of a plan's recommendation(s), are of particular interest in the identification of specific stakeholders. Stakeholders are broken down into several groups: general citizens, minority and low-income persons, public agencies and private organizations and businesses.

General Public:

Some of the techniques that can be used to engage the general population are public notices of meetings in the local newspapers, open house format public information meetings and use of local radio news media.

Minorities:

Engaging minority and Limited English Proficiency populations can be challenging. Language and cultural differences may not be compatible with the more traditional means of engaging the public in the planning process. TCTD will make reasonable efforts to engage minority populations using techniques such as including notations in public notices in Spanish that will provide a contact where the individual can be informed of the process/project and will have the opportunity to give input. Advocacy groups can be a good source for contacts and dissemination of information to minority and limited English proficient populations. Such advocacy groups or agencies can have insight into the needs of the under-represented populations, as well as providing valuable contacts or arenas for input. Contacts with local translators should be maintained and used as requested and needed.

Low-Income:

While low-income individuals may have access to all of the traditional means of Public Involvement discussed under "General Public", they may be less likely to become involved, or offer input. Some methods of gaining input either directly or indirectly from this portion of the population include focus groups, informal interviews, and agency/advocacy group contacts.

Public Agencies:

Public agencies can provide valuable input to the planning process, in addition to assisting in gaining participation from traditionally under-represented populations. Pertinent public agencies include those that have clients who fall into under-represented populations, including but not limited to minorities, low-income, and limited English proficiency households. These agencies have great insight into the transportation needs of their clients and are useful partners in overcoming difficult barriers that may not be understood by professionals dealing more distinctly with the provision of transportation services.

Private Organizations and Businesses:

Private organizations and businesses offer a number of perspectives that are valuable to the planning process. Often, transportation for employees is of critical concern to private sector employers. This is particularly true in a tourism area, such as the one

where TCTD operates, where many jobs are low-income and seasonal. Employees often cannot afford cars, insurance, and maintenance so they must rely on the local transit system. For that reason, representation of private business interests will be welcome to participate in any planning process or other meetings that may be held.

Other techniques could also be determined to be useful at any particular stage of the process, and new and different techniques will be utilized as deemed appropriate.

Construction Projects Undertaken:

TCTD has undertaken construction projects during this reporting period. The construction project undertaken received a Categorical Exclusion (CE) from the Federal Transit Administration. Upon review of Chapter IV, Section 8 of the FTA's Title VI circular, the following was noted: "Recipients are not required to conduct environmental justice analysis of projects where NEPA documentation is not required." The TCTD project was the installation of the post office bus stop near the City of Tillamook Civic Center. There were no negative impacts on local residents or the environment. This project has since been completed. This information is being incorporated into TCTD's Title VI Program.

Attachment A

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

TITLE VI NON-DISCRIMINATION POLICY STATEMENT

August 23, 2018

Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Tillamook County Transportation District is committed to complying with the requirements of Title VI in all of its programs and activities. Questions and complaints may be reported to Doug Pilant, General Manager, Tillamook County Transportation District at 503-842-8283; by email to dpilant@tillamookbus.com; or by mail to 3600 3rd Street, Suite A, Tillamook, Oregon 97141.

Doug Pilant, General Manager

James Pelat

Tillamook County Transportation District

Attachment B

Discrimination Complaint Procedure

- 1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the TCTD. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Transit Program Director for review and action.
- 2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, TCTD may extend the time for filing or waive the time limit in the interest of justice, as long as TCTD specifies in writing the reason for so doing.

- 3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the alleged discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of TCTD, the person shall be interviewed by the General Manager. If necessary, General Manager will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to TCTD's investigative procedures.
- 4. Within 10 days, the General Manager will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as the Oregon Department of Transportation (ODOT) and U.S. Department of Transportation (USDOT).
- 5. The General Manager will advise ODOT and/or USDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ODOT and/or USDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)

- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the recipient.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions TCTD has taken or proposed to resolve the issue in the complaint.
- 6. Within 60 days, the General Manager will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the District's Board of Directors. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
- 7. Within 90 days of receipt of the complaint, the General Manager will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ODOT, or USDOT, if they are dissatisfied with the final decision rendered by TCTD. The General Manager will also provide ODOT and/or USDOT with a copy of this decision and summary of findings upon completion of the investigation.
- 8. Contact information for the state and federal Title VI administrative jurisdiction is as follows:

ODOT Public Transit Division
Intermodal Civil Rights Manager
3930 Fairview industrial Drive SE, MS23
Salem, OR 97302
503-986-3619
503-986-4189 fax
carroll.j.cottingham@odot.state.or.us

Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590

Attachment C

TCTD Discrimination Complaint Form Title VI and ADA

Section I:	4 4	11	il.		
Name:			P) 14 (14) 3 (14)	· · · · · · · · · · · · · · · · · · ·	
Address:					
Telephone (Home): Telephone (Work):					
Electronic Mail Address:					
Accessible Format Requirements?	☐ Large Print		☐ Audio Tape		
Accessible Pormat Requirements;	□ TDD	***************************************	□ Other		
Section II:					
Are you filing this complaint on your own beh	alf?	☐ Yes*		□ No	
*If you answered "yes" to this question, go to S e	ection III.				
If not, please supply the name and		7.00.000	2001		
relationship of the person for whom you are					
complaining.					
Please explain why you have filed for a third p	arty:				
Please confirm that you have obtained the per	mission of				
the aggrieved party if you are filing on behalf o	of a third	☐ Yes		□ No	
party.					
Section III:					
I believe the discrimination I experienced was	based on (che	ck all that	apply	<i>y</i>):	
☐ Race ☐ Color ☐ Nationa	l Origin	☐ Disa	abilitv		
☐ Race ☐ Color ☐ National Origin ☐ Disability Date of Alleged Discrimination (Month, Day, Year):					
Explain as clearly as possible what happened a against. Describe all persons who were involve of the person(s) who discriminated against yo information of any witnesses. If more space is	ed. Include the u (if known) as	name and well as r	d cont names	act information and contact	
		Terror State	(Trimble constitution)		

Section VI:					
Have you previously filed a Discrimination Cor	nplaint with			TAT	
this agency?		□ Y€	:5	□ No	

If yes, please provide any reference i	nformation regarding your previous complaint.
	Die 14-8 Order
Section V:	
	ny other Federal, State, or local agency, or with any
Federal or State court?	
☐ Yes ☐ No	
If yes, check all that apply:	
☐ Federal Agency:	
☐ Federal Court:	🗆 State Agency:
☐ State Court:	🗆 Local Agency:
Please provide information about a c	ontact person at the agency/court where the
complaint was filed.	
Name:	
Title:	
Agency:	
Address:	
Telephone:	
Section VI:	
Name of agency complaint is against:	
Name of person complaint is against:	
Title:	
Location:	
Telephone Number (if available):	
You may attach any written materials complaint. Your signature and date are	or other information that you think is relevant to your required below:
Signature	Date
	he address below, or mail this form to:
TILLAMOOK COUNTY TRANSPORTATIO	
DOUG PILANT, GENERAL MANAGER, T	
3600 3RD STREET, SUITE A, TILLAMO 503-815-8283	OK, OR 97141

A copy of this form can be found online at

Email: dpilant@tillamookbus.com

https://www.nworegontransit.org/accessibility-tctd/

Attachment D

Tillamook County Transportation District Title VI List of Complaint, Investigations and Lawsuits Received in Last Reporting Period

	Date (Month, Day, Year)	Summary	Status	Action Taken
Investigations				
None				
Lawsuits				
None				777 627 27 627
Complaints			14.7%	Aller of the second of
None				

Attachment E

Tillamook County Transportation District advertises in the local media that includes newspapers, radio stations and websites to seek Tillamook County residents to fill vacant board and committee positions. Below is a table of the existing minority representation.

TCTD Minority Representation

Body	White (not Hispanic origin)	Asian or Pacific Islander	Black (not Hispanic origin)	Hispanic	American Indian or Alaskan Native
Population	22,000	365	76	2,946	239
Board of Directors	100%				
TAC Committee	85.7%			14.3%	

White (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Asian or Pacific Islander: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

Black (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Attachment F

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

LIMITED ENGLISH PROFICIENT (LEP) PLAN September 30, 2021

TCTD is required to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of our programs and activities of individuals who are Limited English Proficient (LEP). TCTD consulted the USDOT's LEP Guidance and performed a four-factor analysis of our contact with the public to determine the appropriate mix of LEP services to offer.

Four Factor Analysis:

Factor 1: The Number or Proportion of LEP Persons in the Service Area

Step 1: Prior experience with LEP individuals. Over the past three years, our dispatchers have received many calls from LEP individuals but none have required the use of an interpreter..

Step 2: Data was gathered from the following sources to identify information on persons who speak languages other than English at home and those who speak English less than well or not at all and would be classified as Limited English Proficient or "LEP":

2020 Decennial Census

A review of the 2020 Decennial Census data on the numbers of limited English proficient or LEP persons revealed that in Tillamook County, Oregon the number of people over age 5 who speak a language other than English at home was 2,445 persons or 9.7% of the population. The most common language other than English spoken at home was Spanish, with 2,066 people (8.2%) recorded as speaking Spanish (Source: American Community Survey, 2019, American Community Survey 5-Year Estimates, Tillamook County, Oregon.)

https://www.census.gov/quickfacts/tillamookcountyoregon https://data.census.gov/cedsci/all?q=tillamook

Body	White (not Hispanic origin)	Asian or Pacific Islander	Black (not Hispanic origin)	Hispanic	American Indian or Alaskan Native
Population	80.32%	1.33%	0.28%	10.76%	0.87%

Source: 2020 DEC Redistricting Data

https://data.census.gov/cedsci/table?q=tillamook%20&tid=DECENNIALPL2020.P2

Factor 2: The Frequency with which LEP Individuals Come into Contact with the Service.

TCTD serves LEP persons daily through demand response services such as dial-a-ride and deviated-fixed-route services. Over the past three years, our dispatchers have received many calls from LEP individuals, but none of these calls have required the use of an interpreter to serve the customer's needs.

Factor 3: The Importance of the Service to LEP Persons

TCTD provides important services to the public through its deviated fixed route and demand response public transit programs. TCTD is the only major public transportation provider in Tillamook County and provides a link between all incorporated cities within Tillamook County, residential areas, commercial centers, healthcare facilities, educational campuses, and social service offices. Language barriers would most affect users of the demand response system as reservations for the system are taken via telephone. The demand response portion of TCTD services provides approximately 15% of the total rides provided through TCTD.

Factor 4: The Resources Available to the Recipient of the Federal Funds to Assure Meaningful Access to the Service by LEP Persons

TCTD currently provides basic information in Spanish through the District's website, and a reference guide entitled "Basic Spanish for Transit Employees" for bus drivers, dispatch, and office staff. Tillamook County maintains a list of employees who are fluent in Spanish and other languages. TCTD also currently works with Language Line Services should the need for their services arise.

Implementation Plan:

Based on the four-factor analysis, TCTD recognizes the need to continue providing language services. A review of TCTD relevant programs, activities, and services that are being offered by the District as of September 2021 include:

- Spanish speaking translators are available upon request during normal business hours
- Route and schedule information are available in English and Spanish on the TCTD website
- The District contracts with Language Line Services to provide translation when needed

Based on the demand for alternate language services, and considering the limited budget of the TCTD, other activities and services that will be developed in the next three years include:

- Paper schedules available in both English and Spanish in a wider distribution, including on buses, at the Transit Center, and in other community locations as requested
- Transit surveys conducted by TCTD will be available in Spanish
- The existing telephone system will be modified to include Language Line Services

TCTD's outreach and marketing initiatives have yielded a list of community organizations that serve populations with limited English proficiency. The following list of community organizations will be contacted to assist in gathering information and see what services are most frequently sought by the LEP population:

Tillamook County Public School District
Tillamook County Health and Human Services

TCTD's staff will contact the community organizations that serve LEP persons, as well LEP persons themselves, and perform a four-factor analysis every three years to identify what, if any, additional information or activities might better improve transit services to assure non-discriminatory service to LEP persons. TCTD will then evaluate the projected financial and personnel resources needed to provide the requested services and assess which of these can be provided cost-effectively.