

Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



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



Wednesday, July 19th, 2023 at 6:00PM

Transportation Building  
3600 Third Street, Tillamook, Oregon

# nwCONNECTOR

## Coordinating Committee Hybrid Meeting

July 14, 2023; 10:00 am—12:00 pm

### IN-PERSON

Tillamook County Transit District  
3600 3<sup>rd</sup> Street, Tillamook OR

### 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	1. Introductions	Cynda Bruce
10:05— 10:20a	2. Consent Calendar ( <b>Action Item</b> ) 🚦 June Meeting Minutes (Attached) 🚦 Financial Report 🚦 Ridership Tracking	Cynda Bruce/All
10:20— 10:30a	3. NWOTA Standing Items 🚦 Marketing Update – Pending contract	Sarah Lu Heath
10:30 – 10:40a	4. Elect Vice President	Cynda Bruce/All
10:40- 11:05a	5. Bus Stop Project Update	Brian Vitulli
11:05- 11:30a	6. Hydrogen Project a. Zero Emissions Bus Conference b. Feasibility Study Scope of Work	Brian Vitulli/ Sarah Lu Heath
11:30- 11:45p	7. Other Business	All
11:45a – 12:00p	8. Member Updates	All

### Attachments:

June 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 Meeting Minutes**

**June 9, 2023**

### **Virtual meeting called to order at 10:05**

**In attendance:** Cynda Bruce, Brad Dillingham, Jennifer Geisler, Sarah Lu Heath, Paul Lewicki, Arla Miller, Brian Vitulli

**Consent Calendar:** Minutes reviewed with 'transit development plan' being updated in the May minutes. Consent calendar approval motioned by Brian Vitulli and seconded by Paul Lewicki; approved unanimously.

**Marketing Update:** The contract is being reviewed by legal.

**Elect Vice President:** Brad Dillingham nominated John Dreeszen for the Vice President position, the motion was seconded by Cynda Bruce. Paul Lewicki commented that John's knowledge and willingness to help SETD have been invaluable and he is grateful to John for his generosity. It was noted that John was not in attendance and a final vote should proceed in July.

**SETD Updates:** The Pacific Connector routes, running from Emerald Heights to Cannon Beach is running as is paratransit service. The transit office is and will stay open. The Seaside Transit is and will stay closed. About 30 employees were let go. The district is still awaiting results of an audit.

It was also noted that funds initially awarded to add an Astoria to PDX route would not be received by SETD.

**Bus Stop Project:** Without SETD transit stops, Pacific City, Hebo, and Waldport remain. To get the project moving, Brian Vitulli will get up to speed on the RFP scope and process.

**Hydrogen Feasibility Study:** 5304 Planning funds will be publish application in Fall of 2023. 5339 Bus Facility Funding can train low emissions fuel use and more info will be published in Fall of 2023. If the group completes a feasibility study that shows relevant outcomes, a transition plan would be the next step.

**Other Business:** None.

### **Member Updates:**

SETD: Paul re-iterated that he is employed in a strictly interim position.

BAT: Brad and team are on-boarding new software. BAT is also looking at acquiring new vehicles. The Coast to Valley Route is going quite well.

TCTD: Working on maximizing routes 60x and 70x.

LCT: Cynda remarked that things are going well but staff capacity is fully utilized. To remain sustainable some expansion is in order.

ODOT: Arla announced that LCT, the Siletz Tribes, Corvallis, Albany, and Linn County will all be under her purview.

The group agreed to meet in person at TCTD in July.  
Meeting adjourned at 11:11am.



# Tillamook County Transportation District

“Connecting the community through sustainable transit services”

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**DATE:** July 19, 2023  
**TO:** TCTD Board of Directors  
**FROM:** Brian Vitulli, General Manager  
**SUBJECT:** GENERAL MANAGER REPORT

## Administration/Coordination

- Checking into status of membership with the Community Transportation Association of America (CTAA).
- Internal meetings to review policies and procedures.
- Attended the PC | Woods Parking Advisory Committee meeting on June 26.
- Hosted July 14 NWOTA meeting.
- Updated the *Board of Directors Manual* and prepared materials for new Board members.
- Coordinating with counsel regarding CBA negotiations.
- Route 70X is currently suspended due to lack of available drivers. Continuing to coordinate with the Public Works Director/Tribal Transportation Program Manager of the Confederated Tribes of Grand Ronde on formally discontinuing the service, but not before engaging customers of the service for feedback.
- Attended SDAO Member Benefit Overview on Grant Opportunities on July 6.
- Met with new ATU, Local 757 Vice President-Assistant Business Representative on July 13.
- Attended NWACT meeting on July 13.

## Planning & Development

- Continuing to monitor Sunset Empire Transportation District’s resumption of service and distributing that information to our customers and employees. SETD’s Route 101 service from Astoria to Cannon Beach resumed on Monday, May 15, where connections can be made to TCTD’s Route 3 service to Cannon Beach.

## Grant Funding

- Contacted the Tillamook Coast Visitors Association regarding eligibility requirements for their tourism signage grant.
- ODOT Transportation and Growth Management Program grant applications are due July 27, 2023. Will likely pursue funds through this program to update to the District’s *Transit*

*Development Plan (TDP)*. Our current TDP was adopted by the Board of Directors in August 2016 and the effort to begin the update has been identified in the FY 2023-2024 Annual Budget. The TGM program is a joint effort of two state agencies: the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. TGM grants are awarded on an annual basis and provide planning resources to help Oregon jurisdictions address transportation, land use, and growth management issues in their communities.

- Applied for the final round of ODOT COVID Recovery Fund Discretionary Grant funding on June 15, 2023.

### **Facility/Property Management**

- Working with District counsel to review bond submittal information, check contractor references, and prepare the AIA contract. **(Action Item)** Tentative project schedule:
  - TCTD Board consideration on July 19
  - Construction potentially starts mid- to late-August
  - Substantial completion December 2023/January 2024

**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, June 15, 2023 – 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



1. Call to Order: Board Chair Mary Johnson called the meeting to order at 6:12 pm.
2. Pledge of Allegiance
3. Roll Call:

**Present**

**TCTD Board of Directors**

Mary Johnson, Board Chair (Zoom)  
Gary Hanenkrat, Treasurer  
Linda Adler, Secretary **ABSENT**  
Marty Holm, Director  
Jackie Edwards, Director

**TCTD Staff**

Brian Vitulli, General Manager  
Mike Reed, Operations Superintendent  
Cathy Bond, Finance Supervisor  
Natalie Zuercher, Admin Assistant/Board Clerk  
Jules Hooter, Brokerage Manager

**Guest**

Jim Heffernan, Citizen  
Marni Johnston, Citizen (Zoom)  
Jonathan Bean, Citizen  
Kathy Kleczek, Citizen (Zoom)  
Arla Miller, ODOT (Zoom)

4. **Announcements and Changes to Agenda:** GM Vitulli announced the following changes to the agenda:

Item #30 will not be addressed tonight.

5. **Public & Guest Comments:** None

6. **Executive Session:** None

7. **Budget Hearing**

GM Vitulli announced that the Budget Committee has approved the budget with three changes: Decrease payroll by 5% and move to contingency, add \$12,000 to

Sunset Empire Transit District for partner match, and correct CARE STIF totals based upon information from ODOT.

## **STATE OF THE DISTRICT REPORT**

### **8. Financial Report:** FS Bond gave the following up-to-date financial report:

92% through the fiscal year with payroll under budget. Expenses are lower.

Have new biennium grants coming with grant extensions. Capital grants are delayed. A recap of the status of grants will be presented in August.

NW Rides is 92% throughout the year. Under budget on expenses.

NWOTA has only received 5% of the resources that are budgeted because of the delay on Bus Stop Project reimbursements.

Will be opening a NWOTA bank account. Waiting for new Board Members because updated signature cards will need to be done.

LGIP STIF Reserve Account is open and ready for funding. This will be reported separately in the future.

### **9. Service Measure Performance Report:** OS Reed gave the following updates:

Shared the Service Measure Performance Report via slideshow which are located in the June Board Packet.

Proud of the numbers that we are seeing. Our drivers are stretched thin trying to maintain the service plan that we have currently. We are trying to find ways to continue to fulfill this.

### **10. Northwest Oregon Transit Alliance:** GM Vitulli gave the following update:

John Dreeszen was elected Vice President.

SETD (Sunset Empire Transit District) is still providing the same reduced level of service and likely will not be adding back service for some time. Had to lay off 30 employees and close the Seaside Transit Office.

Dir. Holm added that Governor Kotek visited SETD.

Moving forward with three stops (PC, Hebo, and Waldport) with the Bus Stop Access Project.

Still a lot of interest in Hydrogen Feasibility Study, trying to find the funds for this.

### **11. NW Rides Brokerage:** BM Hooter gave the following updates:

Ridership is growing. We are going to add a new provider to help with wheelchair and ambulatory services.

Dir. Holm asked if this is in Clatsop County. BM Hooter replied that this is Eugene, we want to expand in Clatsop County but aren't there yet.

12. **General Manager Report:** GM Vitulli provided the following updates:

**a. Administration/Coordination:**

Natalie has been updating the Board Manual. Hope to have SDAO training opportunities identified in the future.

Working on CBA negotiations, find a date for both parties to meet.

Meetings with CTGR (Confederate Tribes of Grand Ronde) on updating MOU for 60X and Siletz Tribe 70X services.

**b. Planning Development:**

PC Shuttle is going well.

**c. Grant Funding:**

Seeking funding for Transit Development Plan.

Grant application for COVID recovery funding.

**d. Facility/Property Development:**

Extended and amended agreement with TFCC (Tillamook Family Counseling Center) including an 18-month extension. Got exclusive use of the Conference Center to provide extra room for NW Rides Brokerage Staff.

Dir. Holm asked if we needed that full space. GM Vitulli replied we can use it with the NW Rides staff we have now but can use the space as new positions are added.

Dir. Hanenkrat asked how many workstations we need. FS Bond replied that CCO has set aside money to expand the program with three positions, there is a great need. They are willing to pay rent.

GM Vitulli added that this lease stays the same but with amended items in the new document.

Dir. Holm asked if we are using the Conference Room as temporary space. GM Vitulli replied yes.

GM Vitulli said we found a low bidder on the Transit Center Renovation project. Contract will come to you next month for authorization.

13. **Miscellaneous:** None.

**CONSENT CALENDAR**

- 14. Motion to Approve the Minutes of May 18th, 2023 Regular Board Meeting
- 15. Motion to Approve the Minutes of May 3<sup>rd</sup>, 2023 Special Board Meeting
- 16. Motion to Approve the Minutes of May 10<sup>th</sup>, 2023 Special Board Meeting and Executive Session
- 17. Motion to Approve the Minutes of May 11<sup>th</sup>, 2023 Budget Committee Meeting
- 18. Motion to Approve May Financial Statement

**Motion** by Dir. Holm to approve Consent Calendar. *Motion Seconded* by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

**ACTION ITEMS**

- 19. #23-11 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2023-2024

**Motion** by Dir. Holm to Approve #23-11 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2023-2024  
*Motion* seconded by Dir. Hanenkrat.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

- 20. #23-12 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (60X)

GM Vitulli explained that these 60X/70X MOU's are separate but related. Met with Public Works Director of Grand Ronde Tribe. Looking to extend 60X MOU. Partnership is working great with great service. Page 74, Item 8, the total should be changed to \$1,305,474 we made an error in calculation.

**Motion** by Dir. Holm to Approve #23-12 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (60X). *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT),

Holm, Edwards, and Board Chair Johnson.

21. #23-13 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Siletz Indians for Intercity Bus Service (60X)

GM Vitulli said this is with the Confederated Tribes of Siletz Indians. Bottom of resolution it lists one amount but should be changed to \$334,934. Page 86, amount should be \$1,305,474. Page 93, value should be \$334,934. Made those changes and will make sure correct versions are submitted.

**Motion** by Dir. Holm to Approve #23-13 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Siletz Indians for Intercity Bus Service (60X).  
*Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler (ABSENT), Holm, Edwards, and Board Chair Johnson.

22. #23-14 Authorizing the General Manager to Extend a PTA with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (70X)

GM Vitulli discussed that 70X is more service than 60X with lower ridership. It's hard to staff and more costly. Morning routes have been suspended due to staffing, but we have come up with some solutions. After public outreach we are looking to discontinue 70X and use resources to allocate to 60X (Rickreall Park and Ride and Edgewater). Add service to benefit 70X riders.

Dir. Holm asked if this is subsidized by tribes. GM Vitulli replied yes.

**Motion** by Dir. Holm to Approve #23-14 Authorizing the General Manager to Extend a PTA with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (70X). *Motion* seconded by Dir. Hanenkrat.

**Motion Passed**

By Directors Hanenkrat, Adler (ABSENT), Holm, Edwards, and Board Chair Johnson.

23. #23-15 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35435

GM Vitulli explained how this grant is a part of 2023-25 biennium. For continued operations and preventative maintenance.

Dir. Holm asked if that makes any changes to the current service. GM Vitulli replied no, this is a continuation.

**Motion** by Dir. Holm to Approve #23-15 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35435. *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

24. #23-16 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35436

GM Vitulli explained how this grant is for Capital Purchase of two transit vehicles.

Dir. Holm asked if we already have these in the works. GM Vitulli responded that we have some grant agreements that are being extended to allow for the delays in purchasing vehicles. The new grant deadline is 2027.

FS Bond said the grant agreement number is incorrect on the third “whereas” on the resolution.

**Motion** by Dir. Holm to Approve #23-16 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35436 with changes to third whereas on resolution. *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

25. #23-17 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement No. 35488

GM Vitulli explained that this grant is going towards Preventative Maintenance in 5310. This is allocated for the public but also for seniors and individuals with disabilities.

**Motion** by Dir. Holm to Approve #23-17 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement No. 35488. *Motion* seconded by Dir. Hanenkrat.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

26. #23-18 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35116

GM Vitulli said that this grant goes towards an extension because of Capital Purchase of a vehicle. Has been difficult to get in a timely matter.

**Motion** by Dir. Holm to Approve #23-18 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35116. *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

27. #23-19 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35117

GM Vitulli expressed that this amendment is to extend the grant deadline to accommodate delays.

**Motion** by Dir. Holm to Approve #23-19 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35117. *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

28. #23-20 In the Matter of Authorizing the General Manager to Execute a Personal Services Agreement with Chrissy's Cleaning Service

GM Vitulli discussed that we are asking for a new PSA with Chrissy's Cleaning Service.

**Motion** by Dir. Holm to Approve #23-20 In the Matter of Authorizing the General Manager to Execute a Personal Services Agreement with Chrissy's Cleaning Service with revision of July 1, 2023-July 1, 2024. *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT), Holm, Edwards, and Board Chair Johnson.

29. #23-21 Authorizing the General Manager to Submit an ODOT COVID Recovery Discretionary Grant Application

GM Vitulli said that this will be the last grant opportunity for COVID relief funds. Hope to attract more staff with this. It's a valuable grant application to go for.

**Motion** by Dir. Holm to Approve #23-21 Authorizing the General Manager to Submit an ODOT COVID Recovery Discretionary Grant Application. *Motion* seconded by Dir. Edwards.

**Motion Passed**

By Directors Hanenkrat, Adler(ABSENT),  
Holm, Edwards, and Board Chair Johnson.

## **DISCUSSION ITEMS**

### **30. Staff Comments/Concerns:**

General Manager Vitulli: Thank you Dir. Holm and Dir. Edwards for your valuable service to the District, you will be hard to replace.

Operations Superintendent Reed: Recognized FS Bond for work on the budget. This week is a big milestone for the District. Proud to be a part of this organization. Thanked Dir. Holm and Dir. Edwards.

Financial Supervisor Bond: This week marks one year of losing Doug. Never have seen the board work so cohesively together. So glad to have met Dir. Holm and Dir. Edwards, you will be missed. Thanked BC Johnson for her support. Thanked Arla Miller.

Brokerage Manager Hooter: Want to thank Board and Staff for NW Rides support. We are growing but wouldn't be that way without every person here.

Administrative Assistant Zuercher: Thanked Dir. Holm and Dir. Edwards for their service on the Board.

### **31. Board of Directors Comments/Concerns:**

Dir. Holm: It's amazing what transformations have happened here at TCTD. We didn't have 7-day a week service when I started. We are important in this community, North to South. It isn't noticed by a lot of people; they don't know how important this District is. Staff members that guide this, I hope you know how we all appreciate it. Very happy to have been a part of this organization. Believe in self-imposed term limits, this is governance. Urge all new Board Members to understand that this role is unique, and we don't want to be in the weeds of the operations. Make sure policies are in place and the GM is provided with the tools that he needs to run the district. Thanked the rest of the Board Members. It's been a pleasure to work with Dir. Edwards. BC Johnson you are off to a great start, thank you for your leadership. Thanked everyone.

Dir. Adler: (ABSENT)

Dir. Hanenkrat: Thanked all the staff. Dir. Holm and Dir. Edwards, it's been a pleasure working with you.

Board Chair Johnson: Glad Brian asked Dir. Edwards and Dir. Holm to come to the next board meeting. Fight the good fight with the staff, the board appreciates you. Thank you, Dir. Holm and Dir. Edwards, as well as Dir. Hanenkrat for dedicated service. So thankful that Dir. Hanenkrat will be with me.

Dir. Edwards: Thanked everyone. The people here are like a family. Everybody wants to do a good job and that's impressive to me. AA Zuercher you are a jewel, you have taken the reigns during a hard time. FS Bond you keep everyone's head above water. Been wonderful to meet so many people. BC Johnson you are phenomenal. Dir. Hanenkrat has real integrity when people ask about the board. So glad we had this transition. Thanked Arla Miller and GM Vitulli. Anyone can learn things but it's how you talk and that's how you get their character. Leaving the district, I feel comfortable. The district is in good hands.

Adjournment: Board Chair Johnson adjourned the meeting at 7:31 pm.

**These minutes approved this 19th day of July 2023.**

ATTEST:

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Mary Johnson, Board Chair

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Brian Vitulli, General Manager

DRAFT

## Tillamook County Transportation District Annual Board Meeting Schedule for 2023

January	January 19, 2023
February	February 16, 2023
March	March 16, 2023
April	April 20, 2023
May	May 18, 2023
June (adopt budget)	June 15, 2023
July	July 19, 2023
August	August 16, 2023
September	September 20, 2023
October	October 18, 2023
November	November 15, 2023
December	December 20, 2023

The Board of Directors typically meets on the 3rd Wednesday 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 the 4th Wednesday to provide adequate time to complete financial and service performance reports for board packet.

## TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

<b>DIRECTORS POWERS, DUTIES, RESPONSIBILITIES, AND MEMBERSHIP</b>	<b>Number: 10</b>
Adopted by the Board of Directors on January 13, 2005 Last reviewed: July 19, 2023	<b>Pages: 2</b>

### **Purpose**

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

### **Positions and Terms**

1. The Board of Directors of the District shall consist of seven (07) members serving staggered four (04) year terms, following term adjustments as prescribed in HB2853.
2. The Tillamook County Clerk's office provides for each Board member to be identified by a position number. Position numbers shall be transferred to the successors of each Board member.
3. All Board members shall serve at large.

### **Election of Board Members**

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

### **Term of Office**

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

### **Oath of Office**

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

### **Qualifications**

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

### **Maintenance of Eligibility**

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

### **Vacancies**

As per ORS 198.320, vacancies on the Board shall be filled by appointment by a majority of the remaining members of the Board. The period of service of a person

appointed to fill a vacancy shall expire on June 30 after the next District election at which a successor is elected to fill the remainder of the term.

### **Meeting the Needs of the District**

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

### **Primary Duties**

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

### **Formulation and Interpretation of District Policy**

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

### **Emergencies**

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

### **Board Members Authorized By Official Board Action Only**

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

### **Ethical Standards**

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

### **Board Member Education**

In order to effectively carry out their duties, Board members should be adequately informed. **Members are required to attend at least one (1) conference and/or other training programs as the Board may authorize.**

### **Public Accountability**

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

### **Board Member Compensation**

Members will be paid a \$50 stipend per meeting for attendance at public meetings convened for the purpose of conducting TCTD business, pursuant to ORS 198.190. Such compensation shall not be deemed lucrative. Board members shall be reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official District duties.

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

**Authorizing Signing Authority for  
District Bank and Investment  
Accounts**

**RESOLUTION NO. 23-22**

**WHEREAS**, the Tillamook County Transportation District (the "District") invests District funds through the Local Government Investment Pool (LGIP) as well as Umpqua Bank;

**WHEREAS**, all transactions must be authorized by an approved signer on behalf of the District.

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

1. That Mary Johnson, Linda Adler, Gary Hanenkrat, Thomas Fiorelli, Marni Johnston, Jim Heffernan, and Jonathan Bean are Directors of the District, and are hereby authorized to sign on behalf of the District for the LGIP and Umpqua Bank accounts.
2. That Brian Vitulli is the General Manager and hereby is authorized to sign on behalf of the District for the LGIP and Umpqua Bank accounts.
3. Any designated depository ("Bank") of the District is authorized and directed to honor and pay any checks, drafts, or other orders for the payment of money withdrawing funds from any account of the District when bearing or purporting to bear the facsimile signatures of the persons identified in Sections One and Two of this Resolution, whether such facsimile signatures be made by stamp, machine, or other mechanical device.
4. This Resolution shall become effective immediately upon its passage and shall remain in force until revoked by written notice to the affected bank of the action taken by the Board of Directors of the District. This Resolution supersedes previous motions and resolutions regarding authorized signers for District investment and bank accounts.

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of July 2023.

ATTEST:

\_\_\_\_\_  
Mary Johnson, Board Chair

\_\_\_\_\_  
Brian Vitulli, General Manager

BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager )  
to Enter into a Janitorial Services )  
Agreement with Marie Mills Center )  
for the Downtown Transit Center )

RESOLUTION NO. 23-24

**WHEREAS**, Tillamook County Transportation District (TCTD) seeks to contract for the provision of janitorial services at the Tillamook Downtown Transit Center; and

**WHEREAS**, Marie Mills Center, Inc. is a qualified contractor to provide such services; and

**WHEREAS**, Marie Mills Center, Inc. is recognized by the Oregon Department of Administrative Services as a Qualified Rehabilitation Facility for purposes of public contracting; and

**WHEREAS**, the District wishes to enter into a contract with Marie Mills Center, Inc. for the performance of janitorial services as outlined on the Janitorial Services Agreement Exhibit A; and

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

that the Tillamook County Transportation District Board of Directors authorizes the General Manager to Execute a Janitorial Service Agreement in the amount of \$15,960.82 with Marie Mills Center for janitorial services at the Tillamook Downtown Transit Center.

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of July 2023.

ATTEST:

By: \_\_\_\_\_  
Mary Johnson, Board Chair

By: \_\_\_\_\_  
Brian Vitulli, General Manager

# Marie Mills Center, Inc.

Vocational & Residential Services

Serving Tillamook County Since 1969



We Build Abilities

1800 Front Street, Tillamook, Oregon 97141 • (503) 842-2539 • Fax (503) 842-8028  
www.mariemillscenter.com

## JANITORIAL SERVICES AGREEMENT

To: Tillamook County Transportation District  
3600 Third Street  
Tillamook OR 97141

Date: May 11, 2023  
Telephone: 503-815-8283

This agreement is between MARIE MILLS CENTER INC., and Tillamook County Transit District (Transit Center). Marie Mills Center will furnish all materials and perform all labor necessary to complete the tasks indicated:

### SEE EXHIBIT "A" FOR SCOPE OF WORK

All other duties will be on an as needed basis at a cost agreed upon by both parties.

This contract will be in effect from July 1, 2023 to June 30, 2024 and may be terminated by either party upon thirty day's written notice.

All of the above work to be completed in a substantial and workmanlike manner in accordance with standard practices TCTD shall pay One Thousand Three Hundred Thirty dollars and 07/100 (\$1,330.07) per month (6 days per week) for services performed. The total cost of this agreement shall not exceed **Total annual cost of \$15,960.82**

Tillamook County Transportation District will make payment by the fifteenth (15th) day of the month following the completion of each month's services; services for a portion of a month will be prorated. If account balance is in arrears, advance payment may be required before further services are provided. Past due accounts may be charged interest at the rate of 1.5% of the Past Due amount per month.

Any alteration or deviation from the above term or specifications must be mutually agreed to, in writing, by the parties.

\*\* Except as provided below, or as otherwise provided by applicable law, Contractor shall defend and indemnify TCTD and its officers, employees, and agents from all claims arising from the Services, including claims arising from injury to any person or damage to property; breach of this Contract by Contractor; or violation of applicable law by Contractor. Contractor will not be responsible for claims resulting solely from the negligence or other wrongful acts or omissions of TCTD or TCTD's officers, employees, or agents.

\*\* Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage or certify that no subject workers will perform Services.

\*\* At all times while Contractor is performing Services at the Premises, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy.

In the event either party files suit to enforce any term of this agreement, reasonable attorney fees and costs shall be paid to the prevailing party, including any attorney fees and costs incurred in any appellate proceeding.

Acceptance and participation are the same for everyone without regard to race, color, national origin, sex, or handicap.



MARIE MILLS CENTER, INC.

5/11/23

\_\_\_\_\_  
Marie Mills Center, Inc. Representative

\_\_\_\_\_  
Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above agreement; for which the undersigned agrees to pay the amount mentioned in said agreement, and according to the terms thereof.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

# TCTD TRANSIT CENTER

## JOB COMPONENTS

### **TRANSIT CENTER**

*Sunday through Monday (6 days weekly)*

Clean, Sanitize, sweep & mop floors, and restock restrooms (including walls and floors) in two bathrooms

Dust windowsills and other flat surfaces

Wipe down seats in waiting area

Sweep and mop all resilient floors

Empty Trash

Clean all glass doors

### **ONE TIME PER WEEK**

*CLEAN OFFICE:*

Empty trash

Vacuum Carpet

Dust Flat surfaces (do not move papers on desk)

### **ONE TIME PER MONTH**

*WINDOWS*

CLEAN ALL GLASS WINDOWS AND DOORS INSIDE AND OUTSIDE UP TO 8 FEET

UPDATED 5/11/2023

BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager )  
to Enter into a Janitorial Services )  
Agreement with Marie Mills Center )  
for the TCTD Administrative Building )

RESOLUTION NO. 23-25

**WHEREAS**, Tillamook County Transportation District (TCTD) seeks to contract for the provision of janitorial services at the District's administrative and operations offices; and

**WHEREAS**, Marie Mills Center, Inc. is a qualified contractor to provide such services; and

**WHEREAS**, Marie Mills Center, Inc. is recognized by the Oregon Department of Administrative Services as a Qualified Rehabilitation Facility for purposes of public contracting; and

**WHEREAS**, the District wishes to enter into a contract with Marie Mills Center, Inc. for the performance of janitorial services outlined on the Janitorial Services Agreement Attachment A; and

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

that the Tillamook County Transportation District Board of Directors authorizes the General Manager to Execute a Janitorial Service Agreement in the amount of \$6,735.28 to Marie Mills Center for janitorial services at the TCTD administrative and operations building.

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of July 2023.

ATTEST:

By: \_\_\_\_\_  
Mary Johnson, Board Chair

By: \_\_\_\_\_  
Brian Vitulli, General Manager

# Marie Mills Center, Inc.

## Vocational & Residential Services

Serving Tillamook County Since 1969



We Build Abilities

1800 Front Street, Tillamook, Oregon 97141 • (503) 842-2539 • Fax (503) 842-8028

### JANITORIAL SERVICES AGREEMENT

To: **Tillamook County Transportation District**  
**3600 Third Street**  
**Tillamook OR 97141**

Date: **May 11, 2023**  
Telephone: **503-815-8283**

This agreement is between MARIE MILLS CENTER INC. and Tillamook County Transportation District. Marie Mills Center will furnish all materials and perform all labor necessary to complete the tasks as indicated:

#### SEE EXHIBIT "A" FOR SCOPE OF WORK

All other duties will be on an as needed basis as agreed upon by both parties.

This contract will be in effect from July 1, 2023 to June 30, 2024 and may be terminated by either party upon thirty-day written notice.

All the above work to be completed in a substantial and workmanlike manner in accordance with standard practices for the sum of Five Hundred Sixty-One Dollars and 27/100 (\$561.27) dollars per month. The total cost of this agreement will not exceed total annual cost of \$6735.28

Tillamook County Transportation District will make payment by the fifteenth (15th) day of the month following the completion of each month's services; services for a portion of a month will be prorated. If account balance is in arrears, advance payment may be required before further services are provided. Past due accounts may be charged interest at the rate of 1.5% of the Past Due amount per month.

Any alteration or deviation from the above terms or specifications must be mutually agreed to, in writing, by the parties.

\*\* Except as provided below, or as otherwise provided by applicable law, Contractor shall defend and indemnify TCTD and its officers, employees, and agents from all claims arising from the Services, including claims arising from injury to any person or damage to property; breach of this Contract by Contractor; or violation of applicable law by Contractor. Contractor will not be responsible for claims resulting solely from the negligence or other wrongful acts or omissions of TCTD or TCTD's officers, employees, or agents.

\*\* Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage or certify that no subject workers will perform Services.

\*\* At all times while Contractor is performing Services at the Premises, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy.

In the event either party files suit to enforce any term of this agreement, reasonable attorney fees and costs shall be paid to the prevailing party, including any attorney fees and costs incurred in any appellate proceeding.

Acceptance and participation are the same for everyone without regard to race, color, national origin, sex, or handicap.

MARIE MILLS CENTER, INC.

5/11/2023

\_\_\_\_\_  
Marie Mills Center, Inc. Representative

\_\_\_\_\_  
Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above agreement; for which the undersigned agrees to pay the amount mentioned in said agreement, and according to the terms thereof.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

# TCTD

## JOB COMPONENTS

### **OFFICE BUILDING**

#### *FRIDAY*

Empty Trash and restock paper products and soap restrooms in TCTD office area  
Vacuum all carpeted areas including TCTD offices (if unlocked), Main conference room (if unlocked),  
Dust windowsills and other flat surfaces (papers on desks will not be moved or disturbed)  
Empty Trash in Lunchroom in TFCC area.

### **PUBLIC AREA**

#### *FRIDAY*

Public Restrooms – Empty Trash and restock paper products and soap  
Vacuum Conference room near (janitorial room), Foyer, Lobby and Hall Public area  
Dust windowsills and other flat surfaces

### **OFFICE BUILDING**

#### *WEDNESDAY*

TCTD Office -- Restrooms – Empty Trash and restock paper products and soap

### **PUBLIC AREA**

#### *WEDNESDAY*

Public Restrooms – Empty Trash and restock paper products and soap

MAKE SURE THAT JANITORIAL DOOR IS LOCKED

### **EXTRAS**

As needed and costs will be agreed upon by both parties.

UPDATED 5/11/23