



**Sunset Empire Transportation District  
BOARD OF COMMISSIONERS  
JUNE BOARD MEETING AND  
FY 2026 BUDGET HEARING AGENDA  
JUNE 26, 2025 10:00 AM  
900 MARINE DR, ASTORIA, OR**

**TO JOIN THE MEETING ONLINE**

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Meeting ID: 250 236 685 262 2

Passcode: Ao9z5hH7

**AGENDA:**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CHANGES TO AGENDA
5. PUBLIC COMMENT (3-minute limit)
6. FISCAL YEAR 2025-2026 BUDGET HEARING
7. APPROVAL OF May 13, 2025 and MAY 22, 2025, BOARD MEETING MINUTES
8. REPORTS FROM CHAIR AND COMMISSIONERS
9. FINANCIAL REPORTS
10. CONTINUED BUSINESS
  - a. Contractor Bid for HR Office at TC
  - b. NW Navigator Agreement Renewal
11. NEW BUSINESS
12. CORRESPONDENCE
13. EXECUTIVE DIRECTOR REPORT
14. LEADERSHIP TEAM REPORTS
15. ADJOURNMENT

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Meeting ID: 250 236 685 262 2

Passcode: Ao9z5hH7

RESOURCES  
General Fund(Fund)  
Sunset Empire Transportation District

Historical Data				Year to Date Actuals Year 2024-2025	RESOURCE DESCRIPTION	Budget for Next Year 2025-2026		
Actual		Adopted Budget This Year Year 2024-2025	Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2022-2023	First Preceding Year 2023-2024							
1	\$82,298	\$27,832	\$1,321,500	1 \$1,251,742	1 Available cash on hand* (cash basis) or	\$449,851	\$449,851	1
2				2	2 Net working capital (accrual basis)			2
3	\$18,116	\$24,600	\$18,500	3 \$16,256	3 Previously levied taxes estimated to be received	\$18,500	\$18,500	3
4	\$5,624	\$40,488	\$20,000	4 \$45,793	4 Interest	\$48,500	\$48,500	4
5				5	OTHER RESOURCES			5
6	\$205,818	\$83,529	\$65,000	6 \$79,506	6 Fares	\$90,000	\$90,000	6
7	\$52,811	\$4,518	\$2,000	7 \$2,330	7 IGA Contracted Services	\$2,500	\$2,500	7
8	\$10,434	\$9,893	\$10,500	8 \$8,032	8 Rentals	\$10,500	\$10,500	8
9	\$2,574	\$5,107	\$3,000	9 \$4,413	9 Commissions/Proceeds	\$4,500	\$4,500	9
10	\$291,543	\$264,718	\$165,000	10 \$170,774	10 State Timber Revenue	\$154,000	\$154,000	10
11	\$120,377	\$132,960	\$115,000	11 \$93,399	11 State Mass Transit Payroll Distribution	\$115,000	\$115,000	11
12	\$12,728	\$15,138	\$2,500	12 \$2,712	12 Other	\$2,500	\$2,500	12
13	\$163,283	\$58,907	\$161,594	13 \$60,442	ODOT - \$5310 Mobility Mgmt/Preventive Maint	\$164,972	\$164,972	13
14	\$1,152,772	\$604,605	\$775,022	14 \$148,178	ODOT - \$5311 Operations	\$865,636	\$865,636	14
15	\$244,435	\$0	\$0	15 \$0	ODOT - \$5311 Operations CARES Act Needs Based	\$0	\$0	15
16	\$0	\$0	\$720,000	16 \$0	ODOT - \$5339 Bus and Bus Facilities	\$720,000	\$720,000	16
17	\$101,334	\$10,368	\$0	17 \$0	ODOT - Transportation Options	\$0	\$0	17
18	\$92,935	\$0	\$0	18 \$0	STF Fund	\$0	\$0	18
19	\$346,131	\$1,279,759	\$1,047,017	19 \$702,907	STIF Formula Fund	\$874,732	\$874,732	19
20	\$248,495	\$0	\$0	20 \$0	STIF Discretionary/STN Fund	\$0	\$0	20
21	\$0	\$0	\$0	21 \$0	ODOT Loan Disbursement	\$0	\$0	21
22	\$0	\$0	\$0	22 \$50,000	MicroTransit	\$0	\$0	22
23	\$3,151,708	\$2,562,423	\$4,426,633	23 \$2,636,484	Total resources, except taxes to be levied	\$3,521,191	\$3,521,191	23
24	\$1,128,092	\$1,210,684	\$1,300,000	24 \$1,187,383	Taxes estimated to be received	\$1,400,000	\$1,400,000	24
25				25	Taxes collected in year levied			25
26	\$4,279,800	\$3,773,107	\$5,726,633	26 \$3,823,867	TOTAL RESOURCES	\$4,921,191	\$4,921,191	26

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

150-504-020 (rev 10-16)

**FORM  
LB-30**

**REQUIREMENTS SUMMARY  
ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY**

LB-30		Historical Data				Year to Date Actuals Year 2024-2025	REQUIREMENTS DESCRIPTION	General Fund				Sunset Empire Transportation District			
		Actual		Adopted Budget This Year Year 2024-2025	Budget For Next Year 2025-2026										
		Second Preceding Year 2022-2023	First Preceding Year 2023-2024		Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body						
1					1	PERSONNEL SERVICES						1			
2	\$2,140,710	\$1,202,226	\$1,975,000		2	Salaries & Wages	\$2,002,054	\$2,002,054				2			
3	\$298,451	\$162,690	\$319,000		3	Payroll Expenses	\$150,887	\$299,562				3			
4	\$579,331	\$301,212	\$570,000		4	Employee Benefits	\$308,135	\$503,590				4			
5	\$3,018,493	\$1,666,128	\$2,864,000		5	TOTAL PERSONNEL SERVICES	\$1,717,088	\$2,805,206				5			
6	50	50	23		6	Total Full-Time Equivalent (FTE)	29	29				6			
7					7	MATERIALS AND SERVICES						7			
8	\$4,058	\$0	\$0		8	Provider Services	\$0	\$0				8			
9	\$14,000	\$41,000	\$35,000		9	Audit	\$35,000	\$35,000				9			
10	\$2,623	\$771	\$2,000		10	Advertising	\$2,000	\$2,000				10			
11	\$2,127	\$1,238	\$2,000		11	Bank Fees	\$2,000	\$2,000				11			
12	\$33,105	\$37,282	\$125,000		12	Building Grounds and Maintenance	\$105,000	\$105,000				12			
13	\$12,510	\$1,896	\$1,700		13	Building Lease	\$2,000	\$2,000				13			
14	\$115,340	\$109,110	\$112,000		14	Computer Information Technology Services	\$112,000	\$112,000				14			
15	\$32,202	\$2,329	\$30,000		15	Conferences, Training, and Travel	\$12,500	\$12,500				15			
16	\$7,422	\$6,072	\$5,000		16	Drug and Alcohol Testing/Background Checks	\$5,000	\$5,000				16			
17	\$35,170	\$38,915	\$30,000		17	Dues and Subscriptions	\$30,000	\$30,000				17			
18	\$9,000	\$15,000	\$15,000		18	IGA Dues and Fees	\$12,000	\$12,000				18			
19	\$17,650	\$1,508	\$20,000		19	Comp/Furniture/Small tools	\$10,000	\$10,000				19			
20	\$2,768	\$2,422	\$2,800		20	Equipment Lease	\$2,300	\$2,300				20			
21	\$20,320	\$5,095	\$30,000		21	Outreach	\$15,000	\$15,000				21			
22	\$8,348	\$2,679	\$10,000		22	Employee Recognition	\$5,500	\$5,500				22			
23	\$8,492	\$0	\$10,000		23	Election Fees	\$0	\$0				23			
24	\$311,330	\$108,795	\$115,000		24	Fuel	\$150,000	\$150,000				24			
25	\$94,485	\$68,856	\$126,000		25	Insurance	\$130,000	\$130,000				25			
26	\$1,773	\$1,145	\$1,000		26	Legal Ads	\$1,000	\$1,000				26			
27	\$23,076	\$13,405	\$20,000		27	Legal Counsel	\$10,000	\$10,000				27			
28	\$28,398	\$9,325	\$20,000		28	Uninsured Loss	\$12,500	\$12,500				28			
29	\$1,650	\$1,034	\$2,000		29	Meeting Expense	\$2,000	\$2,000				29			
30	\$13,489	\$8,627	\$12,000		30	Office Supplies	\$10,000	\$10,000				30			
31	\$5,521	\$4,881	\$20,000		31	Printing	\$12,500	\$12,500				31			
32	\$36,686	\$47,736	\$10,000		32	Professional Services	\$10,000	\$10,000				32			
33	\$2,032	\$920	\$2,000		33	Taxes/Licenses/Fees/Interest	\$1,850	\$1,850				33			
34	\$35,739	\$32,537	\$30,000		34	Telecommunications/Internet	\$33,000	\$33,000				34			
35	\$9,160	\$980	\$5,000		35	Uniforms	\$5,000	\$5,000				35			
36	\$33,277	\$32,138	\$33,000		36	Utilities	\$36,000	\$36,000				36			
37	\$106,023	\$60,585	\$104,000		37	Vehicle Maintenance and Repair	\$93,500	\$93,500				37			
38	\$8,501	\$3,858	\$7,500		38	Shop Supplies	\$7,500	\$7,500				38			
39	\$1,036,275	\$660,138	\$938,000		39	TOTAL MATERIALS AND SERVICES	\$865,150	\$865,150				39			

150-504-030 (Rev 11-18)

**FORM LB-30**

**REQUIREMENTS SUMMARY**

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

**General Fund**

**Sunset Empire Transportation District**

	Historical Data			Year to Date Actuals Year 2024-2025	REQUIREMENTS DESCRIPTION	Budget For Next Year 2025-2026			
	Actual		Adopted Budget This Year Year 2024-2025			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-2023	First Preceding Year 2023-2024							
40				40	CAPITAL OUTLAY				40
41		\$0	\$0	\$0	41 2X Class B Buses	\$0	\$0	\$0	41
42	\$0	\$0	\$0	\$0	42 2 x Class D Buses	\$0	\$0	\$0	42
43	\$0	\$0	\$0	\$0	43 2X Class A Buses Remanufactured	\$0	\$0	\$0	43
44	\$0	\$0	\$0	\$0	44 Bus Shelters	\$0	\$0	\$0	44
45	\$28,366	\$0	\$0	\$0	45 Sidewalks	\$0	\$0	\$0	45
46	\$0	\$0	\$0	\$0	46 New Repeater Equipment & Location	\$0	\$0	\$0	46
47	\$0	\$0	\$0	\$0	47 Post Lifts for Fleet Maintenance	\$0	\$0	\$0	47
48	\$0	\$0	\$0	\$0	48 Bus Stop Construction Hwy 101 & Ensign (match)	\$0	\$0	\$0	48
49	\$0	\$0	\$0	\$0	49 HVAC	\$0	\$0	\$0	49
50	\$0	\$0	\$0	\$0	50 Servers	\$0	\$0	\$0	50
51	\$0	\$0	\$720,000	\$0	51 4 Class D Buses	\$720,000	\$720,000	\$720,000	51
52	\$28,366	\$0	\$720,000	\$0	52 CAPITAL OUTLAY TOTAL	\$720,000	\$720,000	\$720,000	52
53	\$4,083,134	\$2,326,266	\$4,522,000	\$2,339,167	53 ORGANIZATIONAL UNIT / ACTIVITY TOTAL	\$4,390,356	\$4,390,356	\$4,390,356	53

REQUIREMENTS SUMMARY

NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM  
General Fund

Sunset Empire Transportation District

Historical Data				Year to Date Actuals Year 2024-2025	REQUIREMENTS DESCRIPTION	Budget For Next Year 2025-2026		
Actual		Adopted Budget This Year Year 2024-2025	Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2022-2023	First Preceding Year 2023-2024							
1					PERSONNEL SERVICES NOT ALLOCATED	1		1
2						2		2
3						3		3
4	0	0	0	0	TOTAL PERSONNEL SERVICES	4	0	4
5					Total Full-Time Equivalent (FTE)	5		5
6					MATERIALS AND SERVICES NOT ALLOCATED	6		6
7						7		7
8						8		8
9	0	0	0	0	TOTAL MATERIALS AND SERVICES	9	0	9
10					CAPITAL OUTLAY NOT ALLOCATED	10		10
11						11		11
12						12		12
13	0	0	0	0	TOTAL CAPITAL OUTLAY	13	0	13
14					DEBT SERVICE	14		14
15	0	236,610	479,000	190,110	ODOT Loan	15	309,168	15
16						16		16
17	0	236,610	479,000	190,110	TOTAL DEBT SERVICE	17	309,168	17
18					SPECIAL PAYMENTS	18		18
19						19		19
20						20		20
21	0	0	0	0	TOTAL SPECIAL PAYMENTS	21	0	21
22					INTERFUND TRANSFERS	22		22
23	0	100,000		100,000	To Capital Reserve Fund	23	0	23
24						24		24
25						25		25
26						26		26
27						27		27
28	0	0	100,000	100,000	TOTAL INTERFUND TRANSFERS	28	0	28
29		415,088	500,000	500,000	OPERATING CONTINGENCY *	29	0	29
30		0	125,633	125,633	RESERVED FOR FUTURE EXPENDITURE	30	221,667	30
31		0	0	0	UNAPPROPRIATED ENDING BALANCE	31	0	31
32	0	651,698	1,204,633	915,743	Total Requirements NOT ALLOCATED	32	530,835	32
33	4,083,134	2,326,266	4,522,000	2,339,167	Total Requirements for ALL Org. Units/Programs within fund	33	4,390,356	33
34					Ending balance (prior years)	34		34
35	4,083,134	2,977,964	5,726,633	3,254,910	TOTAL REQUIREMENTS	35	4,921,191	35

\* Footnote: The contingency fund of \$933,326 is maintained in a separate account and is subject to monthly oversight by the Board of Directors through the Financial Dashboard presented at each board meeting. Pursuant to Board policy, no disbursements or transfers from this fund are permitted without prior formal approval by the Board.



**SPECIAL FUND  
RESOURCES AND REQUIREMENTS**

Statewide Transportation Improvement Fund (STIF)  
(Fund)  
Sunset Empire Transportation District

Historical Data				RESOURCES AND REQUIREMENTS			Budget for Next Year 2025 - 2026			
Actual		Adopted Budget This Year Year 2024-2025	DESCRIPTION			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2022-2023	First Preceding Year 2023-2024									
1			1	RESOURCES						1
2	50,372	-	2	Cash on hand * (cash basis), or		194,056	194,056			2
3	-	-	3	Interest		-	-			3
4	674,452	867,192	4	ODOT - STIF Formula Fund Distribution		874,732	874,732			4
5	724,824	867,192	5	Total Resources, except taxes to be levied		1,068,788	1,068,788			5
6			6	Taxes collected in year levied						6
7	724,824	876,192	7	TOTAL RESOURCES		1,068,788	1,068,788			7
8			8	REQUIREMENTS **						8
9			9	Org Unit or Prog & Activity	Object Classification	Detail				9
10	-	111,434	10	STIF	Transfer	District Operations	277,434	277,434		10
11	188,000	348,791	11	STIF	Transfer	Match	463,076	463,076		11
12	-	-	12	STIF	Transfer	Capital Reserve	-	-		12
13	-	236,610	13	STIF	Transfer	ODOT Loan Principle/Int	309,168	309,168		13
14	5,000	-	14	STIF	Transfer	Student Transportation	-	-		14
15	15,000	-	15	STIF	Transfer	Public Engage (MKT) Plan Match	-	-		15
16	-	-	16	STIF	Transfer	Coordinated Plan	-	-		16
17	516,824	-	17	STIF	Transfer	Operations for Expanded Service	-	-		17
18			18							18
19			19							19
20			20							20
21			21							21
22			22							22
23			23	Ending balance (prior years)						23
24	-	179,357	24	UNAPPROPRIATED ENDING FUND BALANCE		19,110	19,110			24
25	724,824	876,192	25	TOTAL REQUIREMENTS		1,068,788	1,068,788			25

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

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

**FORM  
LB-11**

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

Building and Equipment

**RESERVE FUND  
RESOURCES AND REQUIREMENTS**

Year this reserve fund will be reviewed to be continued or abolished.  
Date can not be more than 10 years after establishment.

Review Year: 2026

**Capital Reserve Fund**

Sunset Empire Transportation District

Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2025 - 2026			
Actual	Second Preceding Year 2022-2023	First Preceding Year 2023-2024	Adopted Budget This Year Year 2024-2025		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				RESOURCES				
1				1				1
2	839,759	-	-	2	100,000	100,000		2
3	-	-	-	3	-	-		3
4	-	-	-	4	-	-		4
5	-	-	-	5	-	-		5
6	50,000	-	100,000	6	-	-		6
7	-	-	-	7	-	-		7
8	-	-	-	8	-	-		8
9	-	-	-	9	-	-		9
10	889,759	-	100,000	10	100,000	100,000		10
11				11				11
12				12				12
13	889,759	-	100,000	13	100,000	100,000		13
14				14				14
15				15				15
16				16				16
17				17				17
18	889,759	-	-	18				18
19	-	-	-	19				19
20	-	-	-	20				20
21				21				21
22	-	-	100,000	22	100,000	100,000		22
23	889,759	-	100,000	23	100,000	100,000		23
				TOTAL RESOURCES				
				REQUIREMENTS **				
				Org. Unit or Prog. & Activity	Object Classification	Detail		
				General Fund	Transfer	E-Fare Match		
				General Fund	Transfer	Equipment		
				General Fund	Transfer	Operations		
				Ending balance (prior years)				
				UNAPPORTIONED ENDING FUND BALANCE				
				TOTAL REQUIREMENTS				

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

150-504-011 (Rev 10-16)

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

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**SPECIAL FUND**

**RESOURCES AND REQUIREMENTS**

**FORM**

**LB-10**

Statewide Transportation Improvement Fund Discretionary (STIF)

Sunset Empire Transportation District

Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2025 - 2026			
Actual		Adopted Budget This Year Year 2024-2025	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2022-2023	First Preceding Year 2023-2024							
1			1	RESOURCES			1	
2	-	-	2	Cash on hand * (cash basis), or	0	0	2	
3	552,000	520,000	3	ODOT - STIF Discretionary Program Grant	0	0	3	
4			4				4	
5			5				5	
6			6				6	
7			7				7	
8			8				8	
9			9				9	
10	552,000	520,000	10	Total Resources, except taxes to be levied	0	0	10	
11			11	Taxes estimated to be received			11	
12			12	Taxes collected in year levied			12	
13	552,000	520,000	13	TOTAL RESOURCES	0	0	13	
14			14	REQUIREMENTS **			14	
15			15	Org Unit or Prog & Activity			15	
16	232,000	520,000	16	STIF	0	0	16	
17	320,000	-	17	STIF	0	0	17	
18			18				18	
19			19				19	
20			20				20	
21			21				21	
22			22				22	
23			23				23	
24			24				24	
25			25				25	
26			26				26	
27			27				27	
28			28				28	
29			29	Ending balance (prior years)			29	
30			30	UNAPPROPRIATED ENDING FUND BALANCE			30	
31	552,000	520,000	31	TOTAL REQUIREMENTS	0	0	31	

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

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



**SPECIAL FUND**  
**RESOURCES AND REQUIREMENTS**  
Special Transportation Fund (STF)

Sunset Empire Transportation District

Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2025 - 2026			
Actual		Adopted Budget This Year Year 2024-2025	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2022-2023	First Preceding Year 2023-2024							
1			1	RESOURCES				1
2	-	-	2	Cash on hand * (cash basis), or		0	0	2
3	92,932	92,932	3	ODOT - STF Formal Grant		0	0	3
4	-	-	4	Previously levied taxes estimated to be received		0	0	4
5	-	-	5	Interest		0	0	5
6	-	-	6	Transferred IN, from other funds		0	0	6
7			7					7
8			8					8
9			9					9
10	92,932	92,932	10	Total Resources, except taxes to be levied		0	0	10
11			11	Taxes estimated to be received				11
12			12	Taxes collected in year levied				12
13	92,932	92,932	13	TOTAL RESOURCES		0	0	13
14			14	REQUIREMENTS **				14
15			15	Org Unit or Prog & Activity	Object Classification	Detail		15
16	-	-	16	STF	Transfer	Wages	0	16
17	-	-	17	STF	Transfer	Benefits/Taxes	0	17
18	5,000	5,000	18	STF	Transfer	Non Profit Assist/Outreach/Vet	0	18
19	87,932	87,932	19	STF	Transfer	Operations Assistance	0	19
20	-	-	20	STF	Transfer	Capital	0	20
21	-	-	21	STF	Transfer	Operations Assistance	0	21
22			22					22
23			23					23
24			24					24
25			25					25
26			26					26
27			27					27
28			28					28
29			29	Ending balance (prior years)				29
30	-	-	30	UNAPPROPRIATED ENDING FUND BALANCE		0	0	30
31	92,932	92,932	31	TOTAL REQUIREMENTS		0	0	31

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

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



**Sunset Empire Transportation District  
Board of Commissioners Special Board Meeting  
With Executive Session  
May 13, 2025  
Draft Meeting Minutes**

1. CALL TO ORDER: Chair Rebecca Read called the May 13<sup>th</sup> Special Board meeting to order at 10:00 AM.
2. PLEDGE OF ALLEGIANCE-
3. ROLL CALL: Chair Rebecca Read, Secretary/Treasurer Paul Lewicki, Commissioner Debbie Boothe-Schmidt, Commissioner Tracy MacDonald and Commissioner Guillermo Romero, Commissioner Charles Withers on phone   Excused: Commissioner Pamela Alegria  
  
Staff- Interim Executive Director Debbie Boothe-Schmidt, Executive Assistant Mary Parker,
4. CHANGES TO AGENDA (01:27) – None. The agenda was approved.
5. PUBLIC COMMENT- (3:09) None
6. EXECUTIVE SESSION- (3:25) ORS 192.660(2) (A) Consider the hiring of an Executive Director- Chair Rebecca Read opened Executive Session at 10:04 am.
7. CLOSE EXECUTIVE SESSION- Chair Rebecca Read closed the Executive Session and called the regular board meeting back in session.
8. MOTION FOR APPROVAL-(4:56)  
Commissioner Lewicki made a motion that the SETD Board approve the contract with David Carr and authorize the Board Chair to sign the contract for the district at the appropriate time.  
Commissioner MacDonald seconded the motion  
Discussion-None  
Motion passed
9. APPROVE INTERIM EXECUTIVE DIRECTOR ON-BOARDING ASSISTANCE (6:00) – Interim Executive Director Debbie Boothe-Schmidt requested an extension to her original agreement that would allow her to help on-board David Carr when he gets started. Debbie discussed the need to be able to update David on bus purchases, projects that she has started and there are other things the new director needs to know so they know what we are in the middle of doing. Debbie said she does not have to spend the full 2 weeks but would like to have some time with him to help him get acquainted. Paul asked if this extends your original existing contract. Debbie said yes, she thought her original contract says, until a director is hired. Debbie said she would like to spend 2 weeks with him, but if she didn't need two weeks, or it appears that she is wasting our time or money, she can back out early. Debbie added that she has already received calls from people wanting to have lunch with David when he gets started. Charles said he would like to give Debbie some leeway on this, she knows what needs to be done. He said he trusts her judgement on that, and it is not fair to say you will be gone in one week or you will be gone in two weeks. Charles said he thought we need to give Debbie leeway on when she feels she can step out.

Commissioner Lewicki moved to approve the extension of Debbie's contract as Interim Executive Director for up to 2 weeks after the arrival of our new Executive Director to help with the knowledge transfer.

Commissioner MacDonald said he would second that.

Discussion- Commissioner Romero said let's say you give him your 2 weeks and then what happens after that? Commissioner Romero said you could continue to make yourself available to him? Debbie said that she thought David could reach out to her any time after the two weeks because she is on the Board.

Commissioner Lewicki said he could reach out to any of us and at some point David has to lean on his staff. Chair Read said we will also be onboarding two new commissioners on July 1<sup>st</sup> and electing a new chair.

Name	Boothe-Schmidt	MacDonald	Lewicki	Alegria	Withers	Read	Romero	
Aye		x	x		x	x	x	
Nay								
	Abstained			Excused				

Aye 5

Nay 0

Excused 1

Interim Executive Director Boothe-Schmidt abstained due to financial benefit

Motion passed

10. BOARD COMMENTS – (11:00) Commissioner Lewicki thanked Commissioner Read for her stepping up to be the Board Chair and you stepped up to do the recruiting and you took it seriously and personally and I watched you agonize through some decision. Paul said he would like to extend his gratitude for your effort. Commissioner MacDonald added his personal thanks too. Chair Read said you're welcome.

11. ADJOURNMENT- Chair Read adjourned the meeting at 10:37 am.

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Secretary/Treasurer Paul Lewicki

Mary Parker, Recording Secretary



**Sunset Empire Transportation District  
Board of Commissioners Board Meeting  
May 22, 2025  
Draft Meeting Minutes**

1. CALL TO ORDER: Chair Rebecca Read called the meeting to order at 10:00 AM.
2. PLEDGE OF ALLEGIANCE-
3. ROLL CALL: Chair Rebecca Read, Secretary/Treasurer Paul Lewicki, Commissioner Debbie Boothe-Schmidt, Commissioner Pamela Alegria, Commissioner Charles Withers, Commissioner Tracy MacDonald, and Commissioner Guillermo Romero  
  
Staff- Interim Executive Director Debbie Boothe-Schmidt, Chief Operations Officer Jennifer Geisler, Executive Assistant Mary Parker, Finance Officer Kelly Smith, Mobility Manager Jason Jones, Human Resources Manager Maday Ross
4. CHANGES TO AGENDA (01:27) – None
5. PUBLIC COMMENT- (2:09) Mobility Manager, Jason Jones, introduced James, who is visually impaired that Jason has been working with in the SETD travel training program. James explained how he had lost his vision and how he lost all independence and was unable to go anywhere outside of his house without his mother or his aunt. Then he contacted Jason and the staff at SETD and began the Travel Training Program. James explained how valuable the training has been for him and how it has given him confidence to do things on his own and be on his own schedule and not others. He also explained what he does to make sure he is on the right bus and how drivers also assist him. James said the travel training has changed his life because he can go where he wants to go. James reported because of Jason’s training, he had taken the bus from Astoria to Portland and flown to Vegas.
6. APPROVAL OF APRIL 22, BOARD MINUTES- (8:00) Executive Assistant, Mary Parker reported that there were three corrections that needed to be made to the minutes presented: Jennifer Geisler was listed as being present and she was not, Maday Ross was not listed as present at the meeting, and she was, and the last sentence under Executive Hiring process was repeated.  
Commissioner Alegria moved to approve the April 2025 Board meeting minutes.  
Commissioner MacDonald seconded the motion  
Discussion-Commissioner Alegria commented that it would be nice to have the minutes from the first Budget Meeting before the meeting. Mary said the Budget minutes from the first Budget Meeting on May 8th had been sent to the Budget committee yesterday. Mary apologized that due to preparing for and having a special Board Meeting and preparing for the regular May Board meeting closely following the first budget meeting, it had been difficult to also get the budget meetings minutes completed. Mary said the first Budget Committee minutes are available today and will be approved at the second Budget Committee Meeting which will follow today’s Board meeting. Mary also said unless there is a third Budget Committee meeting, the minutes of the second Budget Committee meeting being held today will not be approved until next year at the first Budget Committee meeting.

Name	Boothe-Schmidt	MacDonald	Lewicki	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	x	x		
Nay								
							Excused	

Aye 5  
Nay 0  
Excused 1  
Motion passed

7. COMMISSIONER REPORTS- (13:00)- Commissioners reported on the meeting and activities which they have been participating in.
8. FINANCIAL REPORT- (17:30) Kelly reviewed the April Financial Report included in the Board Pack and said the district is doing well as we continue to run lean. There were no corrections or changes made to the report. The April Financial Report was entered into the minutes.
9. CONTINUED BUSINESS-
  - a. EXECUTIVE DIRECTOR HIRING PROCESS UPDATE: (5:13) Chair Rebecca Read reported that the draft contract for David Carr was approved and the hiring committee is currently waiting for the background check. Rebecca also said that the contractor is doing an investigation that should be completed in the next week.
10. NEW BUSINESS
  - a. REQUEST BIDS TO ADD HR OFFICE AT TRANSIT CENTER:(23:30) Interim Executive Director Debbie Boothe-Schmidt reported she finally had a contractor respond, come in and we are waiting for the construction estimate to be completed. Debbie also said we have had another contractor respond that may come in and look at it the job too. Debbie added that we have had a difficult time getting a contractor to respond and them having the time to come in and look at the job.
11. CORROSPONDENCE- (27:30) None
12. EXECUTIVE DIRECTOR REPORT- (27:15) Interim Executive Director Debbie Boothe-Schmidt asked if there were any questions about the report she submitted in the Board Pack. Debbie added that she had attended the NWOTA meeting which has been collaborating with a company on a Zero Emissions project which has recently been completed. Debbie asked if anyone wanted a copy of the project to let her know. Debbie also added that the project involves Clatsop, Columbia, Tillamook, Lane, and Benton Counties. Debbie said that they have also been working on a bike policy for all counties so that riders can count on the policies being the same as they travel through the NWOTA counties.
13. LEADERSHIP TEAM REPORTS- Team members individually reviewed their monthly reports included in the Board Pack. Commissioner Paul Lewicki commented that it was difficult to understand how between the Executive Director and Board Chair the contents of the packet were not reviewed before they were distributed to the board. Commissioner Lewicki also said that it concerned him a little that there were blank templates in the board pack from people who are either on leave or did not turn in a report. Interim Executive Director Debbie Boothe-Schmidt said she would watch that. Paul also said the liability of having two different charts is that the data on each does not require the same data sets, so it would be good for the board to have some guidance as to which numbers are accurate. Interim Executive Director Boothe-Schmidt said she would take care of that. Commissioner MacDonald asked if he could request day passes to distribute to kids in a program at the schools. Following discussion Mary said she would make certificates to give out at the program that explains how students and children can ride SETD buses for free.



14. ADJOURNMENT- Chair Read adjourned the meeting at 11:45 AM

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Secretary/Treasurer Paul Lewicki

Mary Parker, Recording Secretary

## Sunset Empire Transportation District

### Available Balances as of 06/17/2025 (Cash on Hand)

General Checking:	\$	314,315.18
Payroll Account:	\$	4,544.02
LGIP:	\$	505,300.12
ODOT Loan Funding:	\$	201,661.57
STIF:	\$	471,706.59
Contingency:	\$	931,964.83
<b>Total Funds Available:</b>	<b>\$</b>	<b>2,429,492.31</b>

### Monthly (Actual & Projected) Expenditures:

AP Week of 06/03/2025 **Funds are already removed from above numbers**	\$	34,957.93
<b>PROJECTED</b> AP Week of 06/16/2025	\$	120,000.00
<b>PROJECTED</b> AP Week of 06/30/2025	\$	253,555.00
Payroll 06/13/2025 w/Taxes **Funds are already removed from above numbers**	\$	63,056.80
<b>PROJECTED</b> Payroll Week of 06/27/2025	\$	64,000.00
<b>Total Expenditures:</b>	<b>\$</b>	<b>535,569.73</b>

### OTIB Loan 4/26/2025

Total w/Intereset & Fees:	\$1,040,443.83
Interest Payment:	\$45,794.00
Principle Payment:	\$490,090.00
<b>Balance Due:</b>	<b>\$504,559.83</b>

### Statement of Activity Exceptions:

<b>5203 - Oregon STIF:</b>	Payment received in April
<b>8001 - Professional Services:</b>	SDAO Consulting & Recruitment
<b>8015 - Comp/Furniture/Durable Goods:</b>	ED Laptop & Scan Tool
<b>8031 - Online Sub/IT Services:</b>	Angeltrax Annual Renewal
<b>8170 - Fuel:</b>	Increase in prices
<b>8171 - Vehicle Repair/Outside Svc:</b>	Bus #1802 Repairs

### ODOT Grants

Grant #	Total	Amt Used	Amt Remaining
5311	\$ 1,550,045.00	\$ 1,064,751.00	\$ 485,294.00
5310	\$ 323,187.00	\$ 146,273.00	\$ 176,914.00
5339	\$ 612,000.00	\$ -	\$ 612,000.00

### Reimbursements Requested

Grant #	Date Req	Amount	Date Received
5311	5/15/2025	\$ 311,968.00	5/28/2025
<b>5310</b>	<b>5/15/2025</b>	<b>\$ 26,924.00</b>	<b>N/A</b>
5339	N/A	\$ -	N/A

### Follow-up:

## Profit & Loss Budget Performance

May 31, 2025

Month 11 = 92% of Annual Budget **Black** = BETTER THAN/ **Red** = WORSE THAN

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Annual</u> <u>Budget</u>	<u>YTD Act to</u> <u>Annual</u> <u>Budget %</u>
<u>Income</u>								
4010 FIXED ROUTE FARES	6,874.79	3,650.00	3,224.79	81,379.98	40,300.00	41,079.98	44,000.00	184.95%
4022 PARATRANSIT FARES	2,142.00	1,750.00	392.00	19,943.25	19,250.00	693.25	21,000.00	94.97%
4030 CONTRACTED SERVICES-IGA	0.00	166.00	(166.00)	0.00	1,825.00	(1,825.00)	2,000.00	0.00%
4110 NW NAVIGATOR	449.06	200.00	249.06	4,357.39	2,400.00	1,957.39	2,675.00	162.89%
4130 OTHER-VENDING	98.64	100.00	(1.36)	344.15	325.00	19.15	325.00	105.89%
4205 PROPERTY TAXES	27,693.89	35,000.00	(7,306.11)	1,222,745.61	1,268,000.00	(45,254.39)	1,300,000.00	94.06%
4206 PRIOR YEAR TAXES	1,812.38	800.00	1,012.38	21,400.64	16,550.00	4,850.64	17,300.00	123.70%
4207 PROPERTY TAX INTEREST	18.03	100.00	(81.97)	1,005.52	1,100.00	(94.48)	1,200.00	83.79%
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	152.54	0.00	152.54	0.00	0.00%
4310 TIMBER SALES	53,205.30	29,000.00	24,205.30	223,827.16	165,000.00	58,827.16	165,000.00	135.65%
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	143,298.95	115,000.00	28,298.95	115,000.00	124.61%
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00	1,200.00	100.00%
4420 PARKING SPACE LEASE	760.00	760.00	0.00	8,352.28	8,360.00	(7.72)	9,120.00	91.58%
4425 CHARGING STATION	230.59	0.00	230.59	802.76	150.00	652.76	180.00	445.98%
4505 INTEREST EARNED ON BANK ACCT	3,173.18	1,667.00	1,506.18	51,574.01	18,337.00	33,237.01	20,000.00	257.87%
4605 OTHER INCOME	144.12	1,000.00	(855.88)	2,872.10	2,500.00	372.10	2,500.00	114.88%
5203 OREGON STIF FUNDS-FORMULA	0.00	281,755.00	(281,755.00)	964,394.00	1,047,017.00	(82,623.00)	1,047,017.00	92.11%
5301 5311 ADMIN/OPERATIONS	311,968.00	0.00	311,968.00	460,146.00	580,500.00	(120,354.00)	775,022.00	59.37%
5302 5310 MOBILITY MGT/PM	0.00	0.00	0.00	60,442.00	121,200.00	(60,758.00)	161,594.00	37.40%
5401 5339 CAPITAL PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	720,000.00	0.00%
5810 MICRO TRANSIT REVENUE	0.00	0.00	0.00	50,000.00	0.00	50,000.00	0.00	0.00%
<b>Total Income</b>	<b>408,569.98</b>	<b>355,948.00</b>	<b>52,621.98</b>	<b>3,318,238.34</b>	<b>3,409,014.00</b>	<b>(90,775.66)</b>	<b>4,405,133.00</b>	<b>75.33%</b>

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Annual</u> <u>Budget</u>	<u>YTD Act to</u> <u>Annual</u> <u>Budget %</u>
<u>Expenses</u>								
6010 WAGES	115,246.36	170,417.00	55,170.64	1,492,820.24	1,814,587.00	321,766.76	1,975,000.00	75.59%
6111 TAXES	14,196.84	26,625.00	12,428.16	183,824.46	292,375.00	108,550.54	319,000.00	57.63%
6210 BENEFITS	16,774.00	47,375.00	30,601.00	354,288.56	522,625.00	168,336.44	570,000.00	62.16%
<b>SUB TOTAL WAGES/TAXES/BENEFITS</b>	<b>146,217.20</b>	<b>244,417.00</b>	<b>98,199.80</b>	<b>2,030,933.26</b>	<b>2,629,587.00</b>	<b>598,653.74</b>	<b>2,864,000.00</b>	<b>70.91%</b>
8000 AUDIT	5,000.00	15,000.00	10,000.00	54,200.00	35,000.00	(19,200.00)	35,000.00	154.86%
8001 PROFESSIONAL SERVICES	12,107.47	825.00	(11,282.47)	64,677.98	9,175.00	(55,502.98)	10,000.00	646.78%
8002 LEGAL COUNSEL	0.00	1,675.00	1,675.00	13,316.11	18,325.00	5,008.89	20,000.00	66.58%
8003 BANK/MERCHANT FEES	141.91	175.00	33.09	1,627.96	1,825.00	197.04	2,000.00	81.40%
8010 EQUIP LEASE/RENT	201.80	233.00	31.20	2,322.90	2,563.00	240.10	2,800.00	82.96%
8015 COMP/FURNITURE/DURABLE GOODS	10,429.84	250.00	(10,179.84)	20,965.91	19,700.00	(1,265.91)	20,000.00	104.83%
8020 B&M	4,602.51	10,417.00	5,814.49	77,340.74	114,587.00	37,246.26	125,000.00	61.87%
8023 BUILDING LEASE	173.00	140.00	(33.00)	2,061.00	1,560.00	(501.00)	1,700.00	121.24%
8031 ONLINE SUB/IT SERVICES	14,580.92	10,700.00	(3,880.92)	87,173.29	106,450.00	19,276.71	112,000.00	77.83%
8040 TELEPHONE/INTERNET	2,474.05	2,500.00	25.95	29,283.11	27,500.00	(1,783.11)	30,000.00	97.61%
8041 UTILITIES	1,985.42	2,560.00	574.58	31,359.69	30,540.00	(819.69)	33,000.00	95.03%
8050 HR/EMPLOYEE RECOGNITION	1,144.44	1,040.00	(104.44)	13,936.35	20,940.00	7,003.65	22,000.00	63.35%
8060 TRAVEL/TRAINING	120.00	1,850.00	1,730.00	26,089.82	28,150.00	2,060.18	30,000.00	86.97%
8076 ELECTION FEES	0.00	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
8080 OUTREACH/PRINTING	852.30	4,000.00	3,147.70	13,053.89	46,000.00	32,946.11	50,000.00	26.11%
8090 DUES, SUBSCRIPTIONS	185.99	1,000.00	814.01	24,627.26	29,000.00	4,372.74	30,000.00	82.09%
8091 IGA-DUES	0.00	0.00	0.00	3,000.00	11,250.00	8,250.00	15,000.00	20.00%
8092 FEES/TAXES/LICENSES	64.40	150.00	85.60	645.47	1,825.00	1,179.53	2,000.00	32.27%
8100 INSURANCE	0.00	0.00	0.00	92,337.67	126,000.00	33,662.33	126,000.00	73.28%
8105 UNINSURED LOSS	0.00	1,700.00	1,700.00	4,100.92	18,350.00	14,249.08	20,000.00	20.50%
8110 LEGAL ADS	117.60	0.00	(117.60)	432.68	0.00	(432.68)	1,000.00	43.27%
8112 MEETING EXPENSE	388.07	175.00	(213.07)	1,961.98	1,825.00	(136.98)	2,000.00	98.10%
8116 OFFICE SUPPLIES	1,267.80	1,025.00	(242.80)	9,262.84	11,025.00	1,762.16	12,000.00	77.19%
8170 FUEL	13,416.94	9,600.00	(3,816.94)	135,000.61	105,400.00	(29,600.61)	115,000.00	117.39%
8171 VEHICLE REPAIR/OUTSIDE SERVICES	15,239.07	6,825.00	(8,414.07)	107,722.02	103,675.00	(4,047.02)	111,500.00	96.61%
<b>SUB TOTAL MATERIALS/SERVICES</b>	<b>84,493.53</b>	<b>71,840.00</b>	<b>(12,653.53)</b>	<b>816,500.20</b>	<b>880,665.00</b>	<b>64,164.80</b>	<b>938,000.00</b>	<b>87.05%</b>

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Annual</u> <u>Budget</u>	<u>YTD Act to</u> <u>Annual</u> <u>Budget %</u>
9040 DEBT SERVICE & INT FEES	0.00	288,890.00	288,890.00	253,480.00	479,000.00	225,520.00	479,000.00	52.92%
9110 CAPITAL RESERVE	0.00	0.00	0.00	100,000.00	100,000.00	0.00	100,000.00	100.00%
9200 CAPITAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	720,000.00	0.00%
9210 CONTINGENCY	0.00	0.00	0.00	500,000.00	500,000.00	0.00	500,000.00	100.00%
<b>Total Expenses</b>	<b>230,710.73</b>	<b>605,147.00</b>	<b>374,436.27</b>	<b>3,700,913.46</b>	<b>4,589,252.00</b>	<b>888,338.54</b>	<b>5,601,000.00</b>	<b>66.08%</b>



<p align="center"><b>Consolidated Balance Sheet</b>  <b>May 31, 2025</b></p>
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**This Year**

Assets

1010 OVER/UNDER	(27.10)
1020 GENERAL CHECKING LC BANK	415,522.89
1030 LGIP - GENERAL FUND	476,929.64
1040 PAYROLL ACCOUNT LC BANK	81,218.99
1055 STIF LC BANK	471,706.59
1060 ODOT LOAN LC BANK	201,661.57
1065 CONTINGENCY	931,964.83
1095 CASH RECEIPTS CLEARING SYSTEM	318.02
1099 EFT CLEARING SYSTEM	(2,325.17)
1210 ACCOUNTS RECEIVABLE SYSTEM	(7,428.00)
1250 PROPERTY TAX RECEIVABLES	105,885.00
1251 PASS TRANSIT RECEIVABLES	(200.00)
1425 PREPAID WORK COMP	(50,947.95)
Total Assets	<u>2,624,279.31</u>

Liabilities and Net Assets

2010 ACCOUNTS PAYABLE SYSTEM	95,374.70
2019 ACCOUNTS PAYABLE OTHER	(341.45)
2050 CREDIT CARD PAYABLE	273,490.89
2059 CREDIT CARD PAYMENT CLEARING	(272,386.46)
2060 PAYABLE TO NWN	(4,339.24)
2080 OVER PMTS/UNAPPLIED CREDITS	2.00
2100 ACCRUED LABOR SYSTEM	(31,391.32)
2705 DEFERRED REVENUE	63,394.00
2805 ODOT LOAN	<u>275,000.00</u>
Total Liabilities	398,803.12

3000 FUND BALANCE	1,966,555.10
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Change in Net Assets	<u>217,324.88</u>
Total Net Assets	2,183,879.98

Total Liabilities and Net Assets	<u><u>2,582,683.10</u></u>
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**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**A/R Aging as of 5/31/2025**

<u>Customer</u>	<u>Due Date</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Total</u>
[6009] ALLSTATE INSURANCE AGENCY	3/31/2025	2081	3/01/2025	Mar 2025 Parking Spaces #3-5	0.00	0.00	142.50	0.00	142.50
[6009] ALLSTATE INSURANCE AGENCY	5/01/2025	2102	4/01/2025	Apr 2025 Parking Spaces #3-5	0.00	142.50	0.00	0.00	142.50
[6009] ALLSTATE INSURANCE AGENCY	5/31/2025	2103	5/01/2025	May 2025 Parking Spaces #3-5	142.50	0.00	0.00	0.00	142.50
[6494] ANGI WILDT GALLERY	3/31/2025	2082	3/01/2025	Mar 2025 Parking Space #12	0.00	0.00	47.50	0.00	47.50
[6494] ANGI WILDT GALLERY	5/01/2025	2105	4/01/2025	Apr 2025 Parking Space #12	0.00	47.50	0.00	0.00	47.50
[6494] ANGI WILDT GALLERY	5/31/2025	2106	5/01/2025	May 2025 Parking Space #12	47.50	0.00	0.00	0.00	47.50
[6112] HOMESPUN QUILTS	3/31/2025	2083	3/01/2025	Mar 2025 Parking Spaces # 8 & 9	0.00	0.00	95.00	0.00	95.00
[6112] HOMESPUN QUILTS	5/01/2025	2107	4/01/2025	Apr 2025 Parking Spaces # 8 & 9	0.00	95.00	0.00	0.00	95.00
[6112] HOMESPUN QUILTS	5/31/2025	2108	5/01/2025	May 2025 Parking Spaces # 8 & 9	95.00	0.00	0.00	0.00	95.00
[6583] Sondra Carr	5/01/2025	2096	4/01/2025	Apr 2025 Parking-Space #10	0.00	47.50	0.00	0.00	47.50
[6583] Sondra Carr	5/31/2025	2097	5/01/2025	May 2025 Parking-Space #10	47.50	0.00	0.00	0.00	47.50
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	10/30/2024	2016	9/30/2024	Sep 2024 Bus Passes	0.00	0.00	0.00	100.00	100.00

<u>Customer</u>	<u>Due Date</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Total</u>
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	5/30/2025	2095	4/30/2025	Apr 2025 Bus Passes	0.00	440.00	0.00	0.00	440.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	4/30/2025	2117	3/31/2025	MED BILLING 03/01- 03/31/2025	0.00	139.00	0.00	0.00	139.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	5/30/2025	2118	4/30/2025	MED BILLING 04/01- 04/30/2025	0.00	312.00	0.00	0.00	312.00
[6414] WEST COAST ARTISANS	11/25/2024	2026	11/25/2024	Invoices 2011, 2025	0.00	0.00	0.00	(2.00)	(2.00)
[6414] WEST COAST ARTISANS	4/11/2025	2098	4/01/2025	Apr 2025 Parking-Space #2	0.00	0.00	47.50	0.00	47.50
[6414] WEST COAST ARTISANS	5/11/2025	2099	5/01/2025	May 2025 Parking-Space #2	0.00	47.50	0.00	0.00	47.50
<b>Total</b>					<b>332.50</b>	<b>1,271.00</b>	<b>332.50</b>	<b>98.00</b>	<b>2,034.00</b>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**AP Aging as of 05/31/2025**

<u>Invoice</u> <u>Date</u>	<u>Invoice</u> <u>Number</u>	<u>Due Date</u>	<u>Description</u>	<u>Original</u> <u>Amount</u>	<u>Amount</u> <u>Owed</u>	<u>Not Yet</u> <u>Due</u>	<u>Less Than</u> <u>30 Days</u>	<u>Less Than</u> <u>60 Days</u>	<u>More Than</u> <u>60 Days</u>
<b>[6638] PERFORMANCE SYSTEMS INTEGRATION</b>									
5/20/2025	12685002	6/04/2025	07/01/2025-06/30/2026 - FIRE SPRINKLER SYSTEMS & BACKFLOW INSPECTION RENEWAL -TC	1,809.22	1,809.22	0.00	1,809.22	0.00	0.00
<b>Report Total</b>				<b>1,809.22</b>	<b>1,809.22</b>	<b>0.00</b>	<b>1,809.22</b>	<b>0.00</b>	<b>0.00</b>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Check Listing as of 05/31/2025**

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
23702	5/07/2025	[6012] ANGELTRAX SYSTEMS - Invoices 0667224, 0669757, 0669926	IT SERVICES/CONTRACTS SHOP SUPPLIES	9640.00 2687.20	12,327.20
23717	5/07/2025	[6116] IFOCUS CONSULTING - Invoices 00016688, 00016727, 00016749, 00016755	WEB/ONLINE SW SUB IT SERVICES/CONTRACTS IT SERVICES/CONTRACTS COMPUTER HARDWARE/SOFTWARE	563.00 4090.00 254.94 3823.00	8,730.94
23732	5/07/2025	[6237] WILCOX + FLEGEL - 04/01-04/30/2025 - FUEL SRV	FUEL FUEL FUEL	3583.46 9117.83 318.17	13,019.46
23740	5/21/2025	[6259] ISLER CPA - AUDIT FYO -06/2024, PROGRESS BILLING -FYE 06/2022 & 06/2023	AUDIT	15000	15,000.00
23748	5/21/2025	[6193] SDIS - Invoices 2025-07, 2025-08, MED05012025	BENEFITS MEDICAL SDIS	26457.08	26,457.08
23750	5/21/2025	[6257] WESTERN STAR NW, INC - Invoices SR201072125:01, SR201072125:02	VEHICLE REPAIR/OUTSIDE SERVICES PM OUTSIDE SERVICES	3000.00 5192.68	8,192.68

<b>Total Checks</b>					<b>83,727.36</b>
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# SUNSET EMPIRE TRANSPORTATION DISTRICT

## Reconciliation - CREDIT CARD

Run: 6/17/2025 @ 2:15 PM

Page: 1

Closing Balance from Previous Statement.....	5/08/2025	-3,993.45
0 Deposits and Other Additions Totaling.....		0.00
18 Checks and Other Withdrawals Totaling.....		1,521.26
1 Adjustments Totaling.....		3,993.45
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	6/06/2025	-1,521.26
Difference.....		0.00

Cash Balance from General Ledger.....	6/06/2025	-257,127.24
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-257,127.24

Date	Check	To	Check Description	Amount
✓ 5/08/2025	0008684	SAFEWAY	PARKER -FRUIT/VEGI TRAY, SODA, PLATES, PASTRY -Board Meeting	85.81
✓ 5/11/2025	0002125	MOTION ARRAY	JONES -04/13-05/11/2025 -VIDEO, AUDIO SOFTWARE SUBSCRIPT -MM	29.99
✓ 5/12/2025	0001365	HOME DEPOT CREDIT SERVICES	GEISLER -WELDTING TIPS, LIGHTS -TC	69.38
✓ 5/13/2025	0001365	HOME DEPOT CREDIT SERVICES	GEISLER -LIGHTS (RETURN) -TC	-21.96
✓ 5/13/2025	0001365	HOME DEPOT CREDIT SERVICES	GEISLER -LIGHTS -TC, BUS WASHING SUPPLIES -MAINT	94.35
✓ 5/15/2025	0001365	AMAZON	GEISLER -LAMINATOR SHEETS, RUBBER BANDS, FEBREZE, TISSUES -OPS	56.00
✓ 5/16/2025	0001365	AMAZON	GEISLER -BATTERIES -OPS	27.25
✓ 5/16/2025	0008684	ADOBE, INC	PARKER -04/17-05/16/2025 -ONLINE SUBSCRIPT -ADMN	12.99
✓ 5/18/2025	0001365	ADOBE, INC	GEISLER -04/19-05/18/2025 -ONLINE SUBSCRIPT -OPS	19.99
✓ 5/18/2025	0002125	ANYWORD	JONES -04/19-05/18/2025 -AI WRITING ASSIST SUBSCRIPT -MM	49.00
✓ 5/21/2025	0003901	FRED MEYER	ROSS -BANKER BOXES -HR	14.99
✓ 5/22/2025	0008684	SAFEWAY	PARKER -POTATOE SALAD -Board Meeting	15.98
✓ 5/22/2025	0008684	FULTANO'S PIZZA	PARKER -PIZZA -Board Meeting	113.00
✓ 5/22/2025	0008684	SAFEWAY	PARKER -REFRESHMENTS -Board Meeting	64.98
✓ 5/24/2025	0002125	GRAMMARLY, INC	JONES -02/25-05/24/2025 -QRTLY AI WRITING ASSIST SUBSCRIPT -MM	60.00
✓ 5/27/2025	0002125	PADDLE.NET	JONES -02/28-05/27/2025 -QRTLY NARRATION ASSIST SUBSCRIPT -MM	47.00
✓ 5/27/2025	0003901	INDEED	ROSS -05/27/2025 -SPONSORED JOB POSTINGS -FR	533.51
✓ 6/02/2025	0003901	AMERICAN MANAGEMENT ASSOCIATION	ROSS -TOOLS FOR LEADING & MOTIVATION THRU CHANGE -ONLINE TRAINING -HR	249.00

**Total Unmarked Checks: 0.00**

**Total Checks: 1,521.26**

Date	Reference	Adjustment Description	Amount
✓ 5/08/2025	GC 23737	PAYMENT MADE FROM GEN CK STMT ENDING 05/08/2025	3,993.45

**Total Adjustments: 3,993.45**

## Sunset Empire Transportation District

### Cash Flow Projection

Updated Jun 17, 2025

	Actual Jul 2024	Actual Aug 2024	Actual Sep 2024	Actual Oct 2024	Actual Nov 2024	Actual Dec 2024	Actual Jan 2025	Actual Feb 2025	Actual Mar 2025	Actual Apr 2025	Actual May 2025	Projected Jun 2025
<b>Beginning Cash</b>	<b>1,867,131</b>	<b>1,689,913</b>	<b>1,628,682</b>	<b>1,416,645</b>	<b>1,538,109</b>	<b>1,949,098</b>	<b>1,763,306</b>	<b>1,637,715</b>	<b>1,518,321</b>	<b>1,342,386</b>	<b>1,337,855</b>	<b>1,515,715</b>
<b>Sources of funds:</b>												
Fares	9,588	9,147	9,367	9,548	7,510	8,544	8,222	7,978	8,375	9,100	9,017	5,625
STIF Funding	-	212,060	-	246,780	-	-	244,067	-	-	261,487	-	-
ODOT Grant Reimbursements	-	-	-	-	121,558	-	-	-	87,062	-	311,968	26,924
Mass Transit Assessment	25,720	-	-	36,572	-	-	31,107	-	-	49,900	-	-
Property Taxes	10,048	6,997	4,453	146,904	931,718	25,961	42,378	7,079	29,059	11,031	29,524	32,850
Timber Revenue	3,007	86,106	-	-	43,012	-	-	38,650	-	-	53,205	-
Micro Transit Revenue	-	-	-	-	-	-	-	50,000	-	-	-	-
Other	6,260	7,763	5,954	5,844	6,335	7,866	7,653	5,909	6,030	4,179	4,856	2,728
<b>Total Sources</b>	<b>54,622</b>	<b>322,074</b>	<b>19,774</b>	<b>445,648</b>	<b>1,110,133</b>	<b>42,371</b>	<b>333,428</b>	<b>109,616</b>	<b>130,525</b>	<b>335,697</b>	<b>408,570</b>	<b>68,127</b>
<b>Uses of funds:</b>												
Wages/Taxes/Benefits	165,090	254,886	186,154	192,216	157,227	180,568	187,846	156,820	236,112	167,543	146,217	234,413
Materials & Services	66,750	65,049	45,658	68,598	41,917	47,596	107,803	72,189	70,348	109,315	84,494	57,335
Debt Services	-	63,370	-	63,370	-	-	63,370	-	-	63,370	-	168,555
Capital Expenses	-	-	-	-	-	-	-	-	-	-	-	720,000
Capital Reserve Fund	-	-	-	-	-	-	100,000	-	-	-	-	-
Contingency	-	-	-	-	500,000	-	-	-	-	-	-	-
<b>Total Uses</b>	<b>231,840</b>	<b>383,305</b>	<b>231,812</b>	<b>324,184</b>	<b>699,144</b>	<b>228,163</b>	<b>459,019</b>	<b>229,009</b>	<b>306,460</b>	<b>340,228</b>	<b>230,711</b>	<b>1,180,303</b>
<b>Ending Cash</b>	<b>1,689,913</b>	<b>1,628,682</b>	<b>1,416,645</b>	<b>1,538,109</b>	<b>1,949,098</b>	<b>1,763,306</b>	<b>1,637,715</b>	<b>1,518,321</b>	<b>1,342,386</b>	<b>1,337,855</b>	<b>1,515,715</b>	<b>403,539</b>



**SUNSET EMPIRE TRANSPORTATION DISTRICT  
BOARD OF COMMISSIONERS MEETING  
JUNE 2025**

**Human Resources Contractor Information  
NW Navigator Agreement Renewal**

**Contractor Bids Received for HR office 10.a.1 and 10.a.2**

To Board:

We have been planning the creation of another office at the Transit Center so that Human Resources can be relocated there. We have included 2 bids that we recently received for the construction of the necessary divider wall for the HR office in the June Board Pack.

We will be asking for approval of one of them.

**NW Navigator Agreement Renewal 10.b**

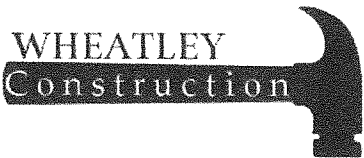
To Board:

We have received a new Agreement from the NW Navigator that will require approval. There is only one very small change from the previous agreement which I will point out at the meeting.

Thank you,  
Debbie Boothe-Schmidt  
Interim Executive Director

Wheatley Construction

40 NW Elm Ave  
Warrenton, OR 97146  
+15032989516  
lwheatleyconstruction@gmail.com



Estimate

ADDRESS  
Debbie Bush  
Sunset Empire Transportation  
900 Marine Dr  
Astoria, OR 97103

ESTIMATE 1066  
DATE 06/10/2025  
EXPIRATION DATE 07/04/2025

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Interior	4.5" Insulated wall, full width of room	1,100.00
	Door Installs	32" commercial fire proof and insulated door (wood face)	3,400.00
	Door Installs	Yale commercial Lockable passthrough handle set	900.00
	Windows	3x3 double pain window	900.00
	Interior	Finish smooth wall drywall	2,100.00
	Trim	Crown trim to ceiling, no base trim	180.00
	Services	Labor	2,600.00
TOTAL			\$11,180.00

Approved By:  
  
Approved Date:

**Highwater Construction**  
**LLC CCB 233704**  
 92294 whiskey rd  
 Warrenton, OR 97146 US  
 highwaterconstruction@g  
 mail.com



**Estimate 1066**

**ADDRESS**

sunset empire  
 transportation district

**DATE**  
 06/17/2025

**TOTAL**  
**\$9,963.60**

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>custom work</b>	Install a new insulated partition wall 13'4" long by 8'4" tall with one solid interior door and one 2'x2' window. drywall texture to match as best as we can. customer will paint			4,750.00
	<b>supplies</b>	supplies for job			3,053.00
	<b>permit</b>		1	500.00	500.00
	<b>profit and overhead</b>		8,303	0.20	1,660.60

Please send check or money orders to 92294  
 Whiskey Rd. Warrenton, Oregon 97146  
 This is an estimated cost of job materials and time.  
 due to material costs rapidly changing this estimate  
 may change accordingly

**TOTAL**

**\$9,963.60**

**THANK YOU.**

Accepted By

Accepted Date



## NW NAVIGATOR LUXURY COACHES, LLC MASTER SERVICES AGREEMENT

CLIENT NAME	Sunset Empire Transportation District
ADDRESS	900 Marine Dr., Astoria OR 97103
EFFECTIVE DATE	July 01, 2025 – June 30, 2027
EXHIBITS	Attached Statement of Work (SOW)

NW Navigator Luxury Coaches, LLC located at 13940 N Rivergate Blvd, Portland OR 97203, and the client identified above ("**Client**"), are entering into this Master Services Agreement (the "**Agreement**") as of the Effective Date listed above. This agreement sets forth the terms governing the relationship between NW Navigator Luxury Coaches, LLC and Client and the services provided by NW Navigator Luxury Coaches, LLC to Client. From time to time during the term of this Agreement, Client may request that NW Navigator Luxury Coaches, LLC perform certain services which shall be set forth in one or more Statements of Work, each of which shall be subject to the terms and conditions of this Agreement.

1. **TERM.** This Agreement is valid for a period of **(2)** years after execution ("**Term**"). To the extent that the term of any Statement of Work ("**SOW**") extends beyond the term of this MSA, the Term shall be extended in accordance with that SOW.
2. **SERVICES.** Client will engage NW Navigator Luxury Coaches, LLC to provide services (the "**Services**") according to mutually executed Statements of Work ("**SOWs**"). The first SOW will be attached to this Agreement as Exhibit A.
3. **COMPENSATION.** In consideration of NW Navigator Luxury Coaches, LLC Services, Client agrees to compensate NW Navigator Luxury Coaches, LLC based on the estimated cost of providing select Services per the terms stated in the applicable SOW. Payment is due by the 10<sup>th</sup> of the month for previous months' ticket sales.
4. **TAXES.** NW Navigator Luxury Coaches, LLC is responsible for all self-employment, social security, worker's compensation, and other taxes, fines, penalties or other liability to any federal, state, province, or local jurisdiction with taxing authority. NW Navigator Luxury Coaches, LLC agrees to indemnify and hold Client harmless from any claim of liability of any kind by any taxing authority as a result of the payments made under this Agreement.
5. **ACCEPTANCE.** The Services will be deemed accepted upon payment of the invoice for such Services without objection. If Client believes that the Services do not meet

the standards mutually agreed upon by the parties, or customary standards for NW Navigator Luxury Coaches, LLC Client will notify NW Navigator Luxury Coaches, LLC in writing, setting forth in reasonable detail the deficiencies in the Services provided. NW Navigator Luxury Coaches, LLC will make commercially reasonable efforts to improve the quality of the Services. Failure to provide acceptable Services for an extended period constitutes a breach of this Agreement.

## **6. CONFIDENTIALITY.**

**6.1 Definition.** “**Confidential Information**” means (i) the terms of this Agreement (including SOW’s); (ii) the pricing agreed upon by the parties; and (iii) any and all information related to Client’s business (including, but not limited to, trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personal information, financial data, and proprietary information of third parties provided to Client in confidence) that is disclosed by or on behalf of Client to NW Navigator Luxury Coaches, LLC .

**6.2 Exclusions.** Confidential Information does not include information that NW Navigator Luxury Coaches, LLC can document (i) has entered the public domain through a source other than NW Navigator Luxury Coaches, LLC and through no fault of NW Navigator Luxury Coaches, LLC including via Client’s public tools (including but not limited to public forums, public logs, and the public portions of any websites maintained or operated by Client); (ii) was rightfully known to NW Navigator Luxury Coaches, LLC without a confidentiality obligation prior to the date of this Agreement, (iii) is disclosed to NW Navigator Luxury Coaches, LLC by a third party that has no confidentiality obligation; or (iv) is developed by NW Navigator Luxury Coaches, LLC independently of and without reference to any Confidential Information.

**6.3 Obligations.** Without limiting anything else in this Agreement, the receiving party agrees: (i) to hold and maintain in strict confidence the Confidential Information and not to disclose it to any third party other than its employees and subcontractors who have a need to know and have executed confidentiality agreements no less protective of the Confidential information than this Agreement; (ii) to protect the Confidential information from disclosure with the same degree of care it used to protect its own proprietary information similar in nature, but in no event less than a reasonable degree of care; (iii) not to use any Confidential Information except as permitted by this Agreement, and (iv) to return or destroy Confidential Information promptly upon disclosing party’s written request.

**6.4 Court Order.** Either Party may disclose Confidential Information in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order; provided, however, that if the receiving party receives an order or request to disclose any personally identifiable (including IP address and email address) Confidential Information of the disclosing party by a court of competent jurisdiction or governmental body, then the receiving party agrees to: (i) immediately inform the disclosing party in writing of the existence, terms, and circumstances surrounding the request or order; (ii) consult with the disclosing party on what steps should be taken to avoid or restrict the disclosure of such Confidential Information; (iii) give the disclosing party the chance to defend, limit or protect against disclosure; and (iv) if disclosure of such Confidential Information is lawfully required, supply only that portion of the Confidential Information which is legally necessary and try to obtain confidential treatment for any Confidential Information required to be disclosed.

**6.5 No Third-Party Confidential Information.** NW Navigator Luxury Coaches, LLC agrees that in the course of providing the Services, it will not improperly use, disclose, or bring onto Client's premises any proprietary information or trade secrets of its other customers or any other third party.

**7. OWNERSHIP OF INTELLECTUAL PROPERTY.** All work product created by NW Navigator Luxury Coaches, LLC in the course of performing the Services, including all deliverables described in SOW's, and including all Intellectual Property rights therein ("**Work Product**") shall be deemed "works made for hire" under this Agreement, and, except for materials owned by third parties or created by NW Navigator Luxury Coaches, LLC prior to this engagement, Client shall have exclusive ownership and be deemed the author thereof in accordance with the copyright laws of the United States. In the event that any Work Products is for any reason deemed not to have been a work made-for-hire, NW Navigator Luxury Coaches, LLC hereby assigns to Client all right, title, and interest in and to such Work Product. In addition, Client retains all intellectual property rights in materials supplied to NW Navigator Luxury Coaches, LLC by Client to perform the Services, including trademarks, logos, and photos, and NW Navigator Luxury Coaches, LLC obtains no rights to such materials. NW Navigator Luxury Coaches, LLC understands and agrees that NW Navigator Luxury Coaches, LLC has no right to use the Work Product or Intellectual Property except as necessary to perform the Services for Client.

- 8. INDEPENDENT CONTRACTOR.** NW Navigator Luxury Coaches, LLC will provide Services to Client as an independent contractor. NW Navigator Luxury Coaches, LLC acknowledges and agrees that NW Navigator Luxury Coaches, LLC is obligated to report as income all compensation received pursuant to this Agreement, and acknowledges its obligation to pay all applicable taxes on such compensation as set forth above.
- 9. REPRESENTATIONS AND WARRANTIES.** NW Navigator Luxury Coaches, LLC represents and warrants: (i) in performing the Services, it will comply, and will ensure that all drivers comply, with all applicable laws and regulations and Client policies provided or identified to NW Navigator Luxury Coaches, LLC ; (ii) it will at all times perform in a professional and workmanlike manner; (iii) it has, and will ensure that all drivers have all required licenses and permits for its industry and for the services to be \provided, in particular NW Navigator Luxury Coaches, LLC will ensure that all drivers hold a current driver permit for the applicable class of vehicle; and (iv) it is an equal opportunity employer, does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by law, and will not so discriminate in providing the Services.
- 10. INDEMNIFICATION.** NW Navigator Luxury Coaches, LLC will defend, indemnify and hold harmless Client, its officers, directors, and employees from any third-party claims and liabilities arising from NW Navigator Luxury Coaches, LLC 's negligence, breach of any representation or warranty herein, willful misconduct, fraud, misrepresentation, or violation of law. Client will promptly notify NW Navigator Luxury Coaches, LLC of the assertion of any claim covered by this section. Failure to so notify will not relieve NW Navigator Luxury Coaches, LLC of its obligations hereunder except to the extent such failure actually and materially caused prejudice. NW Navigator Luxury Coaches, LLC will not settle any claim for which it indemnifies Client without Client's reasonable consent. Client may, at its expense and option, cooperate in the defense of or response to such claim. Client will defend, indemnify and hold harmless NW Navigator Luxury Coaches, LLC, its officers, directors, members, and employees from employees from any third-party claims and liabilities arising from Client's negligence, breach of any representation of warranty herein, willful misconduct, fraud, misrepresentation, or violation of law. Client will promptly notify NW Navigator Luxury Coaches, LLC of the assertion of any claim covered by this section. Failure to so notify will not relieve Client of its obligations hereunder except to the extent such failure actually and materially caused prejudice. Client will not settle any claim for which it indemnifies NW

Navigator Luxury Coaches, LLC without NW Navigator Luxury Coaches, LLC's reasonable consent. NW Navigator Luxury Coaches, LLC may, at its expense and option, cooperate in the defense of or response to such claim.

**11. INSURANCE.** NW Navigator Luxury Coaches, LLC shall maintain the following policies of insurance and add Client as an additional insured on such policies. NW Navigator Luxury Coaches, LLC shall provide copies of the Certificates of Insurance evidencing such coverage to Client upon request:

- i) Workers' Compensation and Employers' Liability Insurance as prescribed by law,
- ii) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate,
- iii) Automobile Liability (Bodily Injury and Property Damage) Insurance, in an amount no less than \$1,000,000 each accident,
- iv) Excess Liability Insurance, in an amount no less than \$3,000,000 per occurrence.

**12. NON-SOLICITATION.** Client agrees that it will not, directly or indirectly, during or within 365 days of termination of this Agreement with NW Navigator Luxury Coaches, LLC or within 365 days of the termination of an NW Navigator Luxury Coaches, LLC Employee's assignment to provide Services to Client, solicit any NW Navigator Luxury Coaches, LLC Employee who provided Services to Client under this Agreement to terminate his or her relationship with NW Navigator Luxury Coaches, LLC without first contacting and gaining prior written approval from NW Navigator Luxury Coaches, LLC's Director of Human Resources.

**13. LIMITATION OF LIABILITY.** Except for breaches of the confidentiality and anti-poaching provisions of this Agreement, breaches of any non-disclosure/non-compete agreements by employees of NW Navigator Luxury Coaches, LLC and Client, NW Navigator Luxury Coaches, LLC's representations and warranties, and the parties' indemnification obligations, neither party shall be liable to the other for any lost profits or for any special, incidental, indirect, exemplary, punitive, or consequential damages arising out of or in connection with this Agreement (whether from breach of contract, negligence, strict liability or other cause of action), even if such party has been advised of the possibility of such damages. The parties waive any right to receive any compensation or reparations upon expiration or earlier termination of this Agreement under the law of any country or otherwise, other than as expressly provided in this Agreement. The parties acknowledge that

this section has been included as a material inducement for the parties to enter into this Agreement and that each party would not have entered into this Agreement but for the limitations of liability as set forth herein.

#### **14. TERM & TERMINATION.**

**14.1 Term.** This Agreement takes effect on the Effective Date and continues unless terminated as permitted below. Each SOW terminates on the End Date identified in such SOW, unless terminated earlier as permitted below, or extended by mutual agreement of the parties.

**14.2 Termination for Convenience.** Either party may terminate this Agreement or any SOW for any reason upon giving thirty (30) days written notice to the other party, unless the SOW contains different termination provisions. Upon such termination, Client will pay for Services performed through the effective date of termination. If Client has prepaid for the Services, NW Navigator Luxury Coaches, LLC will return any fees unearned as of the effective date of termination.

**14.3 Termination for Cause.** Either party may terminate this Agreement immediately if the other party has breached any material provision of this Agreement and such breach has remained uncured for thirty (30) days following notice from the other party. Upon such termination, Client will pay for Service it has accepted prior to issuance of a notice of termination. If Client has prepaid for the Services, NW Navigator Luxury Coaches, LLC will return any fees unearned as of the issuance date of the notice of termination.

**15. SURVIVAL.** Sections 5 ("Taxes"), 7 ("Confidentiality"), 8 ("Ownership of Intellectual Property"), 9 ("Independent Contracting"), 10 ("Representations and Warranties"), 11 ("Indemnification"), 14 ("Limitation of Liability"), and 21 ("Miscellaneous") will survive the termination or expiration of this Agreement.

**16. FORCE MAJEURE.** NW Navigator Luxury Coaches, LLC Reserves the right to cancel any program or any part thereof due to Force Majeure or whereby it should become illegal, impossible or impractical to complete the Program as set forth in the specific SOW and suitable substitutions cannot be made. Force Majeure is defined as Acts of God, government authority, disaster, strikes, by other than the employees of Client or any subcontractor/vendor, civil disorders, or other emergencies, any of which make it illegal or impossible for such party to perform its obligations herein. It is provided that in those situations the applicable SOW may be terminated without liability for any one or more of such reasons by prior written notice from one party to the other.



**17. NOTICES.** Any notice required or permitted by this Agreement or by law must be delivered in writing to the addresses of the parties identified in this Agreement (or other address provided by a party) and may be delivered by any of the following methods: (a) personal delivery, (b) certified or registered postal mail, return receipt requested, or (c) express courier service, fully prepaid. Notices may also be delivered by facsimile if followed up by delivery via (a), (b), or (c). Notices will be deemed to have been delivered the same day if delivered in person, if 5 days if delivered by postal mail, and in 3 days if delivered by express courier.

**18. DISPUTE RESOLUTION.** Any dispute, claim or issue arising under, or relating to, this Agreement ("Dispute") shall be resolved through a mediation-arbitration approach (without appeal or review). The parties agree to select a mutually agreeable, neutral third party to help them mediate any Dispute that arises under the terms of the Agreement. If the mediation is unsuccessful, the parties agree that the Dispute shall be decided by binding arbitration under the rules of the Judicial Arbitration and Mediation Services and be conducted in NW Navigator Luxury Coaches, LLC. The decision of the arbitrators shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. Mediation, arbitration or any court action must be initiated within one (1) year from the date on which the Dispute first gave rise to the mediation, arbitration or court action arose, and any party who fails to commence a mediation, arbitration or court action within such one (1) year period shall be deemed to have waived any of its affirmative rights and claims in connection with the Dispute and shall be barred from asserting such rights and claims at any time thereafter. Any judgement or award rendered by the arbitration may be entered in any court in Oregon having jurisdiction or in any court having jurisdiction over the party against whom the judgement is sought to be enforced.

**19. GOVERNING LAW/VENUE/ATTORNEY'S FEES.** This Agreement and the relations of the parties shall be governed exclusively by the laws of the State of Oregon without giving effect to conflicts of laws principles. The venue of any mediation, arbitration or judicial proceedings shall be in Oregon. In the substantially prevailing or successful party shall be entitled to reasonable attorneys' fees and court costs, including fees and costs incurred on appeal or review, or in any bankruptcy proceeding. In addition, Client shall be responsible for payment of attorneys' fees and interest associated with NW Navigator Luxury Coaches, LLC's efforts to collect monies owed under the terms of this Agreement.

**20. MISCELLANEOUS.** This Agreement, including any SOW(s), Exhibits and Attachments, contains the entire agreement between the parties with respect to its subject matter. Client may not assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The parties agree that any provision of the Agreement that is held invalid shall not affect other provisions of this Agreement and the rest of the Agreement shall remain in force. This Agreement, including any SOW(s), Exhibits and Attachments, cannot be modified, unless it is in writing and signed by both parties. Neither party may use the name, trademarks, or logos of the other in promotional materials, without the prior written consent of both parties. The parties may rely upon a signed copy of this Agreement transmitted via facsimile or email as if it were an original signed copy.

**NW Navigator Luxury Coaches, LLC**

\_\_\_\_\_ (Signature)

Name: Roxanne Gillis

Title: Owner

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

**Client:** Sunset Empire Transportation District

\_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Typed or Printed Name)

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

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



**EXHIBIT A: STATEMENT OF WORK ("SOW")**

SOW EFFECTIVE DATE: July 1, 2025	SOW EXPIRATION DATE: June 30, 2027

**Address contacts for notices and billings:**

CLIENT: Sunset Empire Transportation District	NW Navigator Luxury Coaches, LLC
Address: 900 Marine Dr. Astoria, Or 97103	13940 N Rivergate Blvd Portland, OR 97203
CONTACT:	CONTACT: accounting@nwnavigator.com

SERVICE DESCRIPTION	Transportation Ticket Sales
SOW TERM	Two Years

**Agreed and accepted:**

CLIENT	NW Navigator Luxury Coaches, LLC
Signature:	Signature:
Name (Typed or Printed):	Name (Typed or Printed): Roxanne Gillis

Signature Date:	Countersign Signature Date:

☐ Client to affirm with check box section: This SOW in accordance with the terms of the Master Services Agreement (the “Agreement”) dated \_\_\_\_\_ between Client and NW Navigator Luxury Coaches, LLC is entered into by the parties and effective as of the SOW Effective Date above.

NW Navigator Luxury Coaches, LLC and the Client identified above (“Client”), are entering into this **Statement of Work (“SOW”)** effective on the Effective Date listed above.

#### **Term**

This SOW will go into effect on July 1, 2025, extending through June 30, 2027, for a service term of two (2) years.

#### **Services**

NW Navigator Luxury Coaches, LLC has agreed to provide a service to (Client) to issue ODOT paper tickets to point of sale (POS) ticketing agents based in (Client Address). NW Navigator Luxury Coaches, LLC will deliver pre-packaged ticket bundles of 100 tickets by way of our drivers. Once POS ticket agent has received pre-packaged ticket bundles, NW Navigator Luxury Coaches, LLC will be notified to confirm receipt. (Client) will track the number of tickets they sell during the month and NW Navigator Luxury Coaches; LLC will track all tickets sold by ticketing agent. Once ticket sales have been consolidated for the month, (Client) will send NW Navigator Luxury Coaches, LLC payment along with a copy of all tickets sold (Yellow copy). (Client) will pay 85% of the ticket price to NW Navigator Luxury Coaches, LLC and collect 15% as a commission. Client shall be permitted to sell tickets for travel to and from any stop by the POINT’s North West Route bus service unless otherwise directed by NW Navigator.

#### **Other Details**

NW Navigator Luxury Coaches, LLC is not responsible for any misplaced pre-packaged tickets once received by POS ticketing agent.

**Payment**

(Client) is responsible for reviewing the number of tickets they sell during the month and responding with payment no later than the 10<sup>th</sup> (Net 10) of the following month.

**Client:** \_\_\_\_\_

**NW Navigator Luxury Coaches, LLC**

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

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

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

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

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

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





**SUNSET EMPIRE  
TRANSPORTATION DISTRICT  
BOARD OF COMMISSIONERS MEETING  
JUNE 2025 TEAM REPORTS**

- **Executive Director**
- **Operations**
- **Executive Assistant**
- **Paratransit**



**SUNSET EMPIRE TRANSPORTATION DISTRICT  
BOARD OF COMMISSIONERS MEETING  
JUNE 2025 TEAM REPORTS  
INTERIM EXECUTIVE DIRECTOR, Debbie Boothe-Schmidt**

**1. MANAGING RESOURCES**

- a. Changing some of the workstations so that we can provide better safety and consistency our TSS's.

**2. LEADING PEOPLE**

- a. Encouraging staff and helping where I can, finish up our RLS Compliance review advisory and recommendation that were listed for us.

**3. IMPROVING THE ORGANIZATION**

- a. Helping HR, Maday get her certificate to be our LEDS Representative.

**4. SERVICE DELIVERY AND OPERATIONS**

- a. I attended the Hazard Mitigation meeting.
- b. Attended the last budget meeting



**SUNSET EMPIRE TRANSPORTATION DISTRICT  
BOARD OF COMMISSIONERS MEETING  
JUNE 2025 TEAM REPORTS  
Chief Operation Officer Jennifer Geisler**

**1. ACTIONS**

- a. Four new buses are expected to arrive in July 2025.
- b. The GTFS and route turn by turns have been corrected and updated with Trillium and Swiftly and should reflect the on time performance more accurately.
- c. Moving an Operations Transportation Support Specialist to Astoria TC. Creating two TSS's at Astoria TC and one TSS in Warrenton.

**2. MEETINGS AND TRAININGS**

- a. STIF Plan Report training for the new biennium put on by ODOT. Supplied with an SPR Training OPTIS Definitions and Guidance.
- b. Team meeting June 18<sup>th</sup>

**3. IMPROVING THE ORGANIZATION**

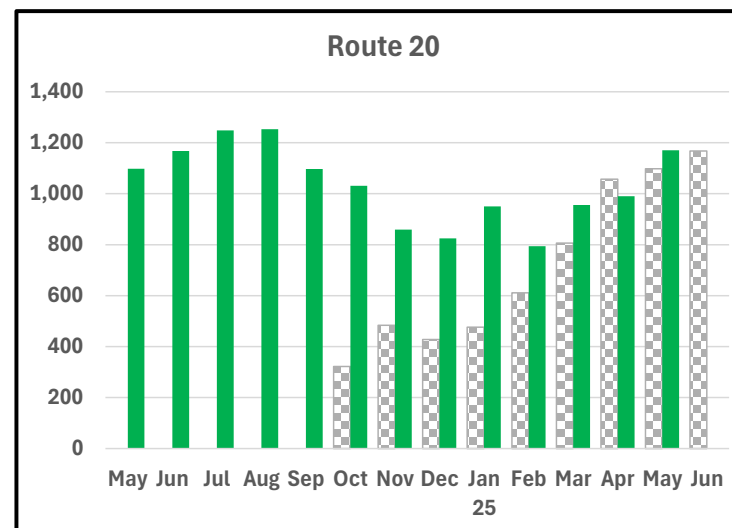
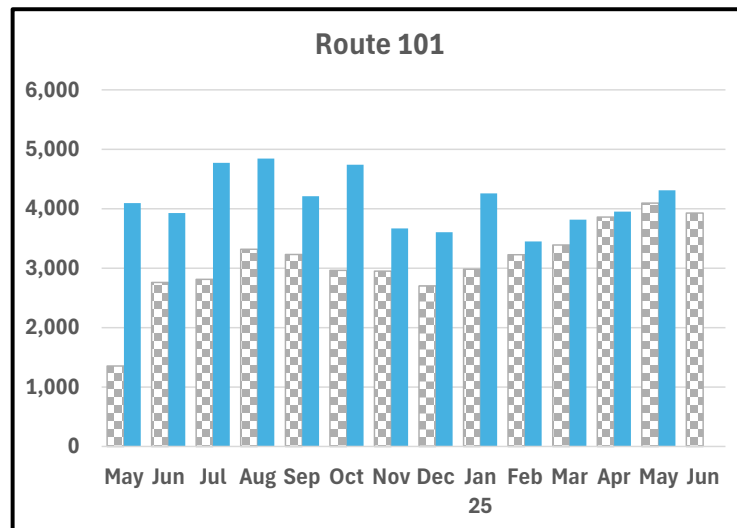
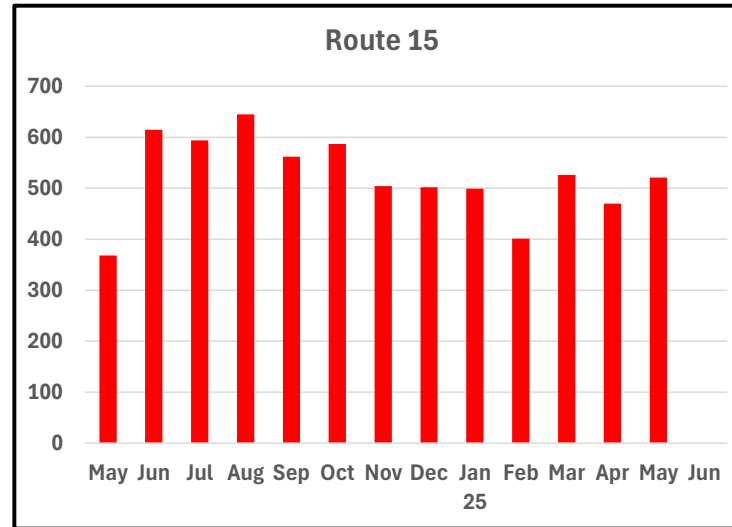
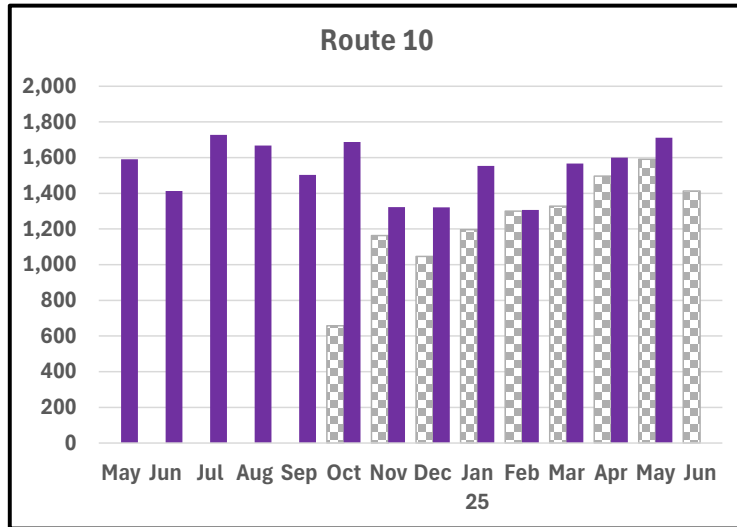
- a. Streetcar will be in the Seaside Parade on July 4<sup>th</sup> contingent we have a driver available.
- b. TC building inspections on the Riser, Elevator and alarm system have been completed. The elevator has a scheduled repair for a expired heat detector in the elevator machine room. The emergency KnoxBox has been installed at the front lobby door at the TC for emergency services to gain access in an emergency.

**4. SERVICE DELIVERY AND OPERATIONS**

- a. Route 15 has a 60-day detour with Skipanon River Bridge closure in Warrenton.
- b. Pacific Transit changed their Ilwaco-Astoria Route. The new times conflict with other transit services but we are working through it.
- c. We are still in need of hiring drivers, particularly as we go into summer with planned time off.

# SUNSET EMPIRE TRANSIT

## MONTHLY RIDERSHIP REPORT

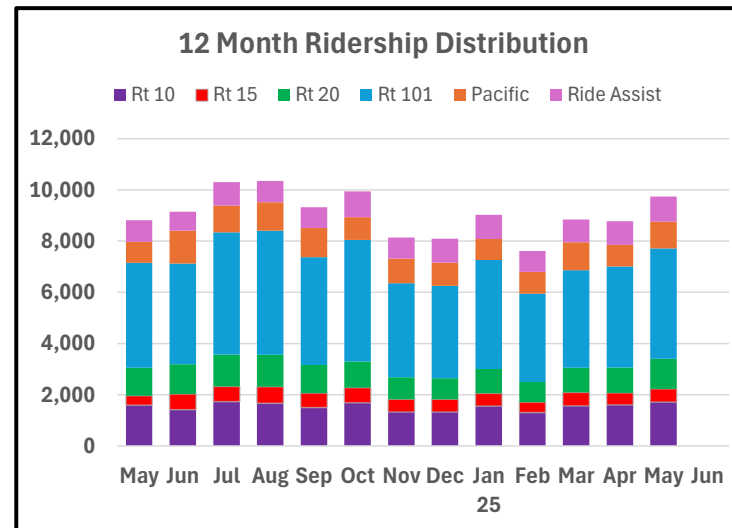
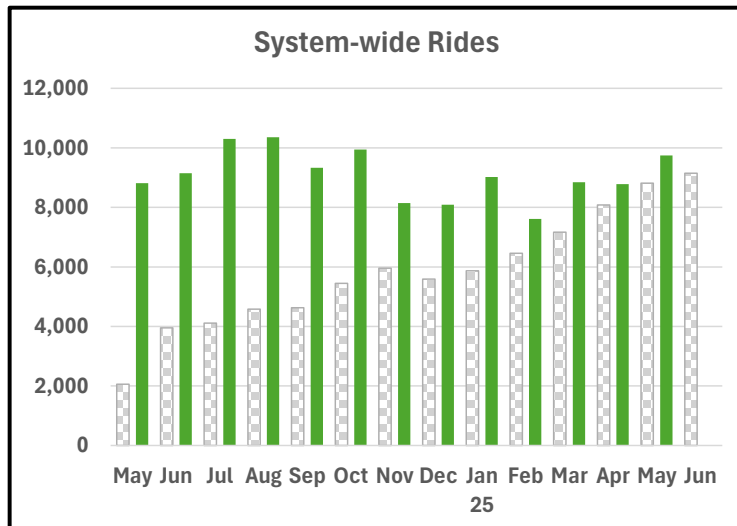
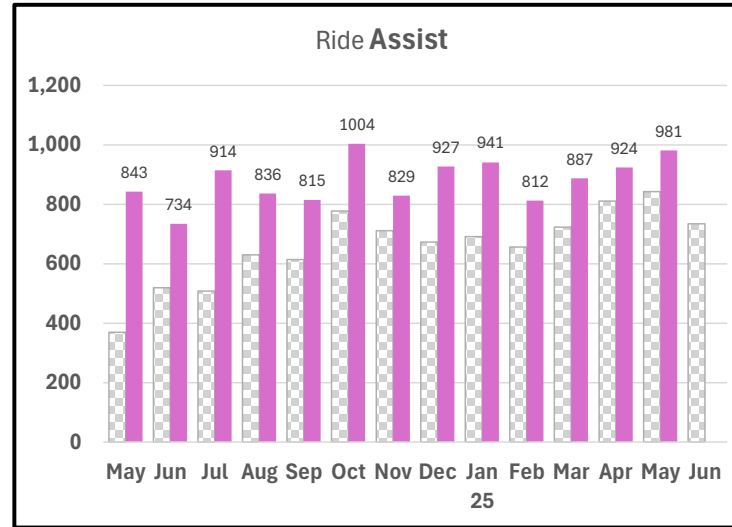
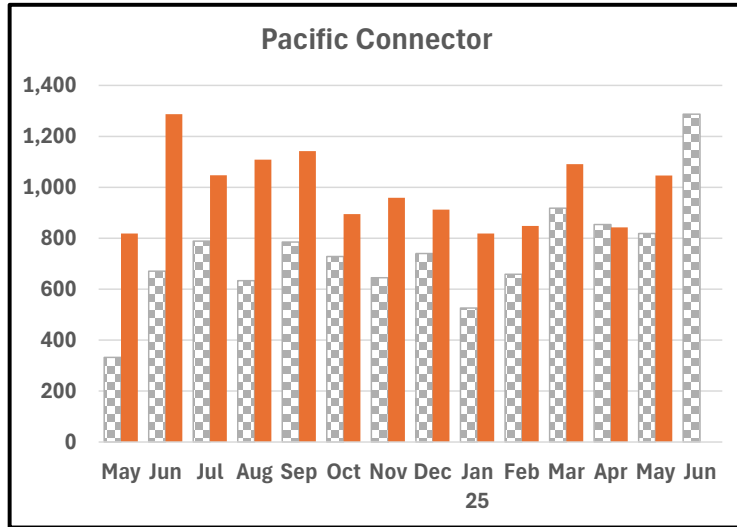


Gray bars = Previous Year

Page 1



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT



Gray bars = Previous Year

Page 2



**SUNSET EMPIRE TRANSPORTATION DISTRICT  
BOARD OF COMMISSIONERS MEETING  
JUNE 2025 TEAM REPORTS  
MARY PARKER- EXECUTIVE ASSISTANT/MARKETING OUTREACH**

1. COMMUNITY OUTREACH
  - a. Made small sized Children Ride for Free handouts for Student outreach.
  - b. Made Memorial Day, Juneteenth Day, Fourth of July, Summer Children Ride for Free Summer posters and posted on Facebook, Webpage and sent to community contacts.
  - c. Printed, laminated and posted Memorial Day, Juneteenth Day, Fourth of July, Children Ride for Free in all bus shelters
2. BOARD MEETINGS AND ASSISTANCE
  - a. Made and placed Legal Ad for Budget Meeting #2
  - b. Made and placed Legal Ad for Budget Meeting #3
  - c. Made and posted cancellation notices of Budget Meeting #3
  - d. Completed Minutes for Budget Meeting #2
  - e. Completed Minutes for May 22 Board Meeting
  - f. Completed Minutes for May 13<sup>th</sup> Special Board Meeting
  - g. Made and posted May board meeting announcements
  - h. Prepared for morning refreshments and set up lunch for board and budget committee
3. OTHER SETD MEETINGS
  - a. Attended Team meeting
4. PROJECTS AND OUTREACH DEVELOPMENT
  - a. Developing new bus routes brochure and shelter poster- Polk Riley
  - b. Completed 2 new bus wrap designs for the 4 new buses coming soon



**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**BOARD OF COMMISSIONERS MEETING**  
**JUNE 2025 TEAM REPORTS**  
**Paratransit Supervisor Nicholle Searle**

1. ACTIONS

- Continued collaboration with Mobility Manager for Microtransit

2. MEETINGS AND TRAINING

- Meetings with Mobility Manager
- Continued TSS Training
- Continued new driver training

3. IMPROVING THE ORGANIZATION

- Continued organization of existing paratransit rider files
- Making and maintaining spreadsheets to keep us up to date

4. SERVICE DELIVERY AND OPERATIONS

- SETD ADA-981 Riders
- NW Rides-2 Riders
- SETD Dial-A-Ride-35 Riders
- Total Riders-1160

MAY APPLICATIONS

21 total

9 Processed

10 Not processed

1 Incomplete