

Salem Area Mass Transit District

BOARD OF DIRECTORS MEETING

Thursday, December 8, 2016

6:30 PM

Courthouse Square – Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

AGENDA

REGULAR BOARD MEETING

A. CALL TO ORDER & NOTE OF ATTENDANCE

B. PLEDGE OF ALLEGIANCE – Director Kathy Lincoln

C. ANNOUNCEMENTS & CHANGES TO AGENDA

D. PRESENTATION - None

E. PUBLIC COMMENT - Each person’s comments are limited to three (3) minutes.

F. CONSENT CALENDAR

1. Approval of Minutes [Action]

- a. Board Meeting of October 27, 2016 **1**
- b. Special Meeting of October 10, 2016 **7**

2. Routine Business Items [Action]

- a. Approval of Citizen Member Appointments to the Budget Committee for a Term Ending June 30, 2019 **13**
- b. Approval of Amendment No. 3 to the Agreement between SAMTD and CFM Strategic Communications, Inc. for Legislative Advocacy Services **19**
- c. Authorize the General Manager to execute a contract with OMBU to redevelop the SAMTD website **33**
- d. Adopt Resolution #2016-07 Revising the General Manager’s Performance Evaluation and Compensation Change Policy **35**

G. ITEMS DEFERRED FROM THE CONSENT CALENDAR

H. ACTION ITEMS

- 1. Appoint One New Member to the Special Transportation Fund (STF) Advisory Committee; Reappoint a Member to a Second of Three Two-Year Terms; and Accept the Resignation of a Member **41**
- 2. Approval of Intergovernmental Agreement with the City of Keizer for the Construction of a Signalized Intersection **53**
- 3. Authorize the General Manager to Negotiate a Sole Source Contract for Additional Design of the Keizer Transit Center Signalized Intersection **73**
- 4. Adopt Resolution No. 2016-08 to Revise the District’s Advertising Policy **75**

I. INFORMATION ITEMS

- 1. Cherriots January 3, 2017 Service Change Update **85**

J. REPORTS

- 1 FY2017 Performance Report – First Quarter **109**
- 2. FY2017 Cherriots Trip Choice Report – First Quarter **119**
- 3. FY2017 Finance Report – First Quarter **128**
- 4. Board Subcommittee Reports and Minutes [*Receive and File*] **135**
 - a. Work Session of October 10, 2016 **137**
 - b. STF Advisory Committee Meeting of November 1, 2016 **139**

K. BOARD & MANAGEMENT ISSUES

- 1. General Manager
- 2. Board President
- 3. Board of Directors

L. ADJOURNMENT

Next Regular Board Meeting Date: Thursday, January 26, 2017

BOARD MEETING PROCEDURES: **1. CONSENT CALENDAR AND AGENDA ITEMS** All items on the Consent Calendar will be adopted as a group by a single motion unless a Board member requests to withdraw an item for discussion. Action on items requested for discussion will be deferred until after adoption of the Consent Calendar. Comments on specific items will be taken after the staff report and before Board discussion for each agenda item. **2. APPEARANCE OF INTERESTED CITIZENS & AGENCIES Time** is designated on every Board agenda for questions or statements by persons in the audience on any items of Board business, including those items appearing on the agenda that are subject to public hearing. Individual citizens will be invited to come forward in a manner similar to that prescribed for public hearings and make any statement they wish, being limited to three minutes. Members of any agency wishing to make statements should submit their statement in writing to the Clerk of the Board per the agenda deadline below. At the designated meeting, the agency representative will be invited to come forward to speak for a limit of five minutes on their item. **3. TO GET ITEMS ON THE AGENDA** All communication and matters that appear on the Board agenda must be submitted to the Clerk of the Board by noon on Wednesday, one week prior to the Board meeting. You are encouraged to mail, email or bring your written communication to the Cherriots Administration Office (see address below). The Board of Directors email address is: Board@cherriots.org. **4. SPECIAL ACCOMMODATIONS** Those individuals needing special accommodations such as sign or other language interpreters to participate in the Board meeting must request such services at least 48 hours prior to the meeting. Please direct your request to the Clerk of the Board at 503-588-2424. Individuals with a hearing impairment may call Oregon Telecommunications Relay Service, 711.

PROCEDIMIENTOS DE LA REUNIÓN 1. ALENDARIO DE CONSENTIMIENTO Y ARTÍCULOS DE AGENDA Todos los artículos en el Calendario de Consentimiento serán adoptados como grupo por un única propuesta a menos que un miembro de la Junta solicita retirar un artículo para discusión. La acción sobre artículos solicitados para discusión serán diferidos hasta después de la adopción del Calendario de Consentimiento. Comentarios sobre artículos específicos serán adoptadas tras el informe de personal y antes de la discusión de la Junta para cada orden del día. **2. COMPARECENCIA DE LOS CIUDADANOS Y AGENCIAS INTERESADAS** Este es el tiempo designado en cada orden del día de la Junta para preguntas o declaraciones por las personas en la audiencia, de cualquiera de los puntos de los asuntos de la Junta, incluyendo aquellos puntos que aparecen en el orden del día que estén sujetos a una audiencia pública. Se le invita a los ciudadanos individuales a presentarse en una forma similar a los prescritos para las audiencias públicas y a hacer cualquier declaración que deseen, estando limitadas a (3) minutos. Cualquier miembro de una agencia que desee hacer declaraciones en ese momento debe enviar la información al personal de la Junta de acuerdo a los plazos abajo mencionados. En la reunión designada, el miembro de la agencia será invitado a presentarse para hablar, con un límite de (5) minutos en su asunto. **3. PARA TENER ASUNTOS EN EL ORDEN DEL DIA** Para que todas las comunicaciones y asuntos aparezcan en el orden del día de la Junta, deben ser enviados al personal de la Junta antes del mediodía del miércoles de la semana previa a la reunión de la Junta. Si Ud. tiene algún asunto que quiera presentar ante la Junta en el futuro, le animamos a mandarlo por correo o traer una comunicación por escrito al Distrito de Transito del Área de Salem, 555 Court St NE, Suite 5230, Salem, OR 97301; 503-588-2424; Board@cherriots.org. **4. NECESIDADES ESPECIALES** Aquellos individuos que necesiten servicios especiales como Interpretes para el lenguaje de señales u otros, para participar en la reunión de la Junta, deben solicitar dichos servicios al menos 48 horas antes de la reunión. Por favor dirigir su solicitud al Secretario de la Junta al 503-588-2424. Las personas sordas por favor llamar al Servicio de Telecomunicaciones de Oregón, 711.

For electronic copies of the Board meeting agenda packet, go to www.cherriots.org/board. Regular Board meetings are televised on Channel 21; and can be viewed at any time on CCTVs website at <http://www.cctvsalem.org/>

SAMTD Board of Directors Email: Board@cherriots.org
 General Manager's Office / Salem-Keizer Transit
 555 Court Street NE, Suite 5230 / Salem, OR 97301
 Phone (503) 588-2424 / <http://cherriots.org/board>

**Salem Area Mass Transit District
BOARD OF DIRECTORS**

October 27, 2016

Index of Board Actions

<u>ACTION</u>	<u>PAGE</u>
Moved to approve the Consent Calendar:	4
2. <u>Routine Business</u>	
a. Approval of the Special District’s Association of Oregon’s Special Districts Insurance Services (SDIS) Board Check List	
Moved to approve the September 22, 2016 Board Meeting Minutes as corrected in BOLD on page 4 under H.2 <i>Potential Action on Issue Related to the Salem River Crossing Project</i>	4
Moved to authorize the General Manager to negotiate the final contract language and to execute a contract with Tyler Technologies for the Munis software in the not to exceed amount of \$346,540.	5
Moved to adopt the FY2017-18 Budget Calendar as proposed in Attachment A:	5

Day	Date	Time	Responsible	Activity
Thursday	October 27, 2016	6:30 PM	Finance	Board adopts FY 2016-2017 Budget Calendar
Mon - Fri	Week of April 10, 2017		Finance	Publish First Notice of Budget Committee Meeting (10-30 Days)
Mon - Fri	Week of April 17, 2017		Finance	Publish Second Notice of Budget Committee Meeting (5-30 Days)
Friday	April 28, 2017		Executive Team	Executive Team approves draft for Budget Committee consideration
Thursday	May 4, 2017	6:00 PM	Finance	Budget Committee Orientation
Thursday	May 11, 2017	6:00 PM	Executive Team	First Budget Committee Meeting – Election of Officers & Budget Message
Thursday	May 18, 2017	6:00 PM	Finance	Second Budget Committee meeting - Deliberation & Approval
Thursday	June 1, 2017	6:00 PM	Finance	Third Budget Committee Meeting - Deliberation & Approval (if necessary)
Mon - Fri	Week of June 5, 2017		Finance	Publish Budget Summary and Notice of Budget Hearing (5-30 Days)
Thursday	June 22, 2017	6:30 PM	Budget Committee	Board holds Budget Hearing
Thursday	June 22, 2017	6:30 PM	Board	Board of Directors adopts 2017/2018 Budget, makes appropriation and levies taxes
Friday	July 14, 2017		Finance	Adopted budget and levy certification form due to County Assessors (July 15, 2017)

Salem Area Mass Transit District
BOARD OF DIRECTORS MEETING

October 27, 2016
Courthouse Square – Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

MINUTES

PRESENT:	President Robert Krebs; Directors John Hammill, Colleen Busch, Marcia Kelley, Jerry Thompson, Steve Evans and Kathy Lincoln
Board	
Staff	Allan Pollock, General Manager; David Trimble, Chief Operating Officer; Paula Dixon, Director of Administration; Steve Dickey, Director of Transportation Development; Patricia Feeny, Director of Communications; Chip Colby, Information Technology Manager; Jared Isaksen, Finance Manager; Linda Galeazzi, Executive Assistant; Ben Fetherston, SAMTD Legal Counsel
Guests	Iryna Kupchuk, Assistant Counsel to Parliament, Ukraine; citizens, David Beem and Randy Morgan

- A. CALL TO ORDER AND NOTE OF ATTENDANCE** **6:30 PM**
President Krebs called the meeting to order and a quorum was present.
- B. PLEDGE OF ALLEGIANCE** led by Director Colleen Busch
- C. ANNOUNCEMENTS AND CHANGES TO THE AGENDA** - None
- D. PRESENTATION** - None
- E. PUBLIC COMMENT** **6:32 PM**
Iryna Kupchuk - Assistant Counsel to Parliament, Parliament of Ukraine; American Councils for International Education; Professional Fellows, United States Department of State – Ms. Kupchuk serves as an assistant-counsel to a member of Parliament in Ukraine. She analyzes international law to implement progressive practices in the Ukrainian legal system. She drafts bills and amendments with a focus on the Ukrainian budget, does research on local and international issues and prepares analytical materials. She spoke about her experiences in the United States to gather first-hand knowledge of best practices in budget research and execution, and analyses of fiscal and budget policy. This information will help her to improve the efficiency and organization of the Ukrainian budget process.
- Mr. Styner** from Seattle, WA – Mr. Styner spoke about the inconvenience of the bus stop

location at Chemeketa Community College; and in a separate topic, what he perceived to be fraternization.

Director Hammill said the new CCC bus stop location had also directly affected him. Mr. Pollock explained the new bus stop location is due to a decision made by Chemeketa staff. The District received many complaints and is seeking a solution. In regard to Mr. Styner's issue about fraternization, he said staff will visit with him for more information.

F. CONSENT CALENDAR

Director Lincoln requested that the September 22, 2016 Minutes be pulled from the Consent Calendar. The Minutes were pulled.

Motion: Moved to approve the Consent Calendar:
3. Routine Business
b. Approval of the Special District's Association of Oregon's Special Districts Insurance Services (SDIS) Board Check List

Motion by: Director Jerry Thompson
Seconded: Director Steve Evans
Vote: Motion passed unanimously (7)

G. ITEMS DEFERRED FROM THE CONSENT CALENDAR

F.1.a Approval of Minutes for the September 22, 2016 Board Meeting

Director Lincoln explained that in her review of the minutes, she felt there was a need for technical changes to minor errors in the characterization of the City of Salem's potential land use action to be taken on page 4 under *H.2 Potential Action on Issue Related to the Salem River Crossing Project*. Those changes are highlighted in **RED**.

Motion: Moved to approve the September 22, 2016 Board Meeting Minutes as corrected in BOLD on page 4 under *H.2 Potential Action on Issue Related to the Salem River Crossing Project*.

Motion by: Director Jerry Thompson
Seconded: Director Colleen Busch
Vote: Motion passed unanimously (7)

ACTION ITEMS

H.1 Approval of Contract for HR/Finance Software Replacement

6:45 PM

Staff report: Pages 13-58 of the agenda packet

Reporting: Jared Isaksen, Finance Manager

Mr. Isaksen reviewed staff's recommendation to authorize the General Manager to negotiate final contract language and execute a contract with Tyler Technologies for Munis software. The Board received a full report at their October 10, 2016 work session.

In response to questions asked about the cost of the maintenance agreement each year, staff explained that the maintenance costs for the first year is included in the purchase and is in the contract. After the first year, the costs for regular maintenance will come out of the operating budget.

Motion: Moved to authorize the General Manager to negotiate the final contract language and to execute a contract with Tyler Technologies for the Munis software in the not to exceed amount of \$346,540.

Motion by: Director John Hammill

Seconded: Director Kathy Lincoln

Vote: Motion passed unanimously (7)

H.2 Adoption of the Proposed FY2017-2018 Budget Calendar

Staff report: Pages 59-60 of the agenda packet

Reporting: Jared Isaksen, Finance Manager

Board members reviewed three options for a schedule of Budget Committee meetings at the October 10, 2016 work session. Budget Committee members provided input to staff about their availability and preference for meeting dates. The proposed FY2018 Budget Calendar complies with the budget laws and regulations.

Motion: Moved to adopt the FY2017-18 Budget Calendar as proposed in Attachment A.

Motion by: Director Jerry Thompson

Seconded: Director Colleen Busch

Vote: Motion passed unanimously (7)

I. INFORMATION ITEMS - None

REPORTS

J.1 Board Subcommittee Report

6:46 PM

Board members are appointed to local, regional and/or national committees; and may present testimony at public hearings on specific issues on behalf of the District as the need arises. Board members inform the Board of issues discussed in the committees listed on pages 61-66 of the agenda as they relate to transit and the District. Minutes for these external meetings can be found on the agencies websites.

Board members noted that meetings were cancelled for the STF Advisory Committee and the Mid-Willamette Area Commission on Transportation; and Director Busch attended the OMPOC meeting in President Krebs place while he was gone. She noted that the next meeting will be December 12th in Salem at ODOT where they will prepare for the 2017 Legislative Session. Director Busch sent the Board a link to the Public Transportation Plan for their review. (<https://www.oregon.gov/ODOT/TD/TP/Pages/optp.aspx>)

Minutes for the August 26, 2016 Strategic Planning Subcommittee meeting (pages 62-66) were received and filed.

BOARD AND MANAGEMENT ISSUES

K.1 General Manager

6:52 PM

Mr. Pollock announced that former transit operator, Matt Miller passed away on October 21, 2016. Employees, led by Harry McFadden, are wearing black ribbons in remembrance of Mr. Miller. Mr. Pollock reminded the Board that there will be no November Board meeting due to the Thanksgiving holiday. There will be a work session on November 14th and the next Board meeting is scheduled on the second Thursday of the month on December 8th.

K.2 Board President

President Krebs reported on his transit-related and Board activities serving 18 hours. He missed the October 10th work session due to work related activities that kept him out of town.

K.3 Board of Directors

6:55 PM

Board members gave an account, both verbally and in writing, of their transit-related Board and community service activities that may be of interest to the other Board members and to the public. Board members reported on meetings of the Salem City Club, Democratic Forum, Chamber meetings, the West Salem Business Association, a presentation given by Chuck Marohn called "Strong Towns" and a joint meeting led by the City of Salem City Council on October 12th.

Several Board members had been approached several times by people from the CARTS service areas who were very concerned about losing service in their community.

Director Hammill shared about his time spent with people from Blind Skills and the Willamette Chapter of the American Council of the Blind at the CCTV studio to make a training video for transit operators on how to interact with people with visual impairments.

L. MEETING ADJOURNED

7:07 PM

Respectfully submitted,

Robert Krebs, President

Regular Board meetings are video recorded and are available for viewing on the CCTV website at www.cctvsalem.org.

Salem Area Mass Transit District
Board of Directors

~ **SPECIAL MEETING** ~

Monday, October 10, 2016
5:30 p.m.

Courthouse Square - Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

MINUTES

(This meeting was audio-recorded)

BOARD Present:	Vice-President Steve Evans; and Directors Marcia Kelley, Jerry Thompson, John Hammill, Kathy Lincoln, and Colleen Busch
Absent:	President Bob Krebs (due to work-related conflict that took him to Switzerland)
STAFF	Allan Pollock, General Manager; Steve Dickey, Director of Transportation Development; Linda Galeazzi, Executive Assistant/Recording Secretary; Ben Fetherston, SAMTD Legal Counsel
GUESTS	Dan Clem, CEO, Salem Area Chamber of Commerce; Julie Warncke, Transportation Planning Manager, City of Salem Public Works Department; and citizens - John Gear, Laura Doherty, Jim Schepcke, and Marion Burns

1. CALL TO ORDER

5:30 PM

Vice-President Steve Evans called the meeting to order. A quorum was present.

Allan Pollock was asked to review the history of actions taken by the Board (on pages 1-22 in the agenda) as it relates to the Salem River Crossing (SRC) Project. Mr. Pollock explained that the Board felt the City was rushing their action, the technical reports were not complete, and the Salem River Crossing (SRC) Oversight Team should have been reconvened so that Salem-Keizer Transit's Board could continue to be a part of the SRC project conversation. Since the Board's action on September 22, Board members received feedback from former members of the Oversight Team, the Chamber of Commerce and from citizens. As a result, President Krebs called for a special meeting of the Board to consider retraction of their action taken at their September 22, 2016 regular meeting¹ to:

"...oppose the City of Salem's current land use action² to expand the City's urban growth boundary and amend the Transportation System Plan; and authorize Director Lincoln to testify on behalf of the SAMTD Board of Directors at the Public Hearing at the October 12, 2016 Special Joint Meeting of the City of Salem, City of Keizer, Marion County and Polk County."

2. PUBLIC TESTIMONY

Daniel Clem, representing the Salem Area Chamber of Commerce, explained why the Chamber fully supports the City of Salem's proposed land use actions and the plans for the SRC project. He asked that the Board rescind their action from the September 22, 2016 meeting.

Jim Scheppke (1840 E. Nob Hill, Salem) representing a grass roots group called *No 3rd Bridge* was supportive of the Board's action on September 22. He said the City of Salem posted 63 reports one week prior to the public hearing on their website and at the public library for citizen review prior to the public hearing process. He said the City's process does not conform to State land use law. Citizen involvement is to be to the scale of planning in an understandable form. It would not be possible for citizens to absorb all of the information posted in one week's time. It is important to follow the land use process.

John Gear (161 High Street SE, #208B, Salem 97301) referenced the recent presentation of *Strong Towns, Part Two*, that offered insight into how city projects are selected, and whether they are building a hole that is deeper financially. He asked that the Board stand firm; there is no need to support an amendment to allow for a bridge that will not be built.

Laura Doherty (coordinator for 350 Salem OR) hoped the Board would maintain their position. She spoke about Cherriots service being a solution to greenhouse gas emissions that will increase over time if the City continues to work on the SRC.

Marion Burns (1911 Park Avenue NE, Salem 97301) asked that the Board stand firm. She spoke about a state legislative meeting on the transportation plan that she attended. The first hour was devoted to ODOT's finances, and the afternoon session was devoted to an SRC financial workshop to show how funding could be arranged. Many people walked out of the meeting during the public session when they realized how that money would come out of their taxes. Ms. Burns did not think the bridge would ever be built. The state and federal governments have no money to support it. She added that she supported the District's ballot measure and knew the Chamber worked hard to make sure the measure did not pass.

Written testimony (pages 43-55 of the agenda) was entered into the public record from **Roberta Cade, Susann Kaltwasser, Michael Wolfe, Cindy Culpovich, Sarah Deumling, Bill Cummins, Les Margosian, Evan White, Loreen Wells, Mary Ann Backawski, and Jim Scheppke** in support of the Board's September 22 action.

3. ACTION ITEM

a. City of Salem's Urban Growth Boundary Expansion Action

Board members considered retraction of their action on September 22, 2016¹ to oppose the City of Salem's proposed land use actions as stated in Resolution No. 2016-35² to:

“...initiate major comprehensive plan amendments pertaining to the Salem River Crossing preferred alternative to amend the Salem Transportation System Plan, modify the urban growth boundary (UGB), take an exception to Statewide Planning Goal 15 (Willamette River Greenway), and an amendment to Chapter 64 of the Salem Revised Code to amend the definitions of the Salem Transportation System Plan and the Urban Growth Boundary.”

Discussion ensued about the purpose of the amendments to the land use actions for the Marine Drive project that will be the topic of the public hearing at the joint meeting in order to bring Marine Drive into alignment with the Salem River Crossing project. There was discussion about where funding for the SRC project would come from. A gas tax, tolls, and vehicle registration fees are being considered and an allotment of funding through the Area Commission on Transportation (ACT); and state and federal funding for maintenance of the bridge. There was discussion also about how this would affect funding for the District's transit projects for years and how it would have a huge impact on the community financially by uprooting 50-60 residences and businesses while people passing through Salem would not even pay for use of the bridge. Future generations would be tasked with paying for the decisions made today.

Mr. Clem explained that the Chamber and the City have considered a ten-year bond measure package. The Governor has also been working on a transportation package at the state level. This is the best plan for expansion of Marine Drive that supports the SRC. It is about urbanization.

Julie Warncke was invited to speak about the City's process, the timing and the challenges they have faced to get the Environmental Impact Statement (EIS) finalized and published. She spoke about the SRC being a regional project with all of the jurisdictions being involved. The federal government requires the development of an Environmental Impact Statement (EIS) consistent with the National Environmental Protection Act (NEPA) in order to qualify for federal funds for bridge construction. ODOT requires a land use decision before the EIS is published. Work to purchase the property along Marine Drive cannot begin until the EIS is approved by the Federal Highway Administration (FHWA). She referenced the State Agency Coordination Rule that ODOT adopted (Oregon Administrative Rules Chapter 731, Division 015).

Director Thompson spoke in support of the Marine Drive project and about the importance of being a good partner. He asked Ms. Warncke about the impact the Board's decision would have on the process. Ms. Warncke said the District has no role in the decision. Other than political, there is no approval the District has to make. When the project goes before the Salem-Keizer Area Transportation Study (SKATS), the District does have a vote on the funding.

Director Lincoln spoke about the City of Salem's release of the 63 staff reports to the

public on October 5 for the October 12 public hearing. Prior to these staff reports, there was nothing in the plans or the design of the bridge that would benefit transit service such as a park and ride, bus stops or express lanes. There are hundreds of pages of information that the Board has not yet had an opportunity to review to see how it will impact transit service. Documents referenced were recently posted on the City of Salem Planning Department webpage under "*Land Use Action CA-16-04.*"

Director Kelley was not ready to change her decision. She spoke about how changes to the City's UGB also affect transit's service area that coincides with the City's UGB. It seemed irresponsible of elected officials to go into land use planning actions without having a concrete way of paying for the project. She would like a financing plan to be laid out so that citizens can see what they are being asked to pay for.

Director Hammill said it was not clear to him what action the Board should take, if any. The transit district needs to have a say in the process and he needed time to review the recently posted documentation to see what the amenities are and to make an informed decision.

Director Busch took time to read up on the project. She wanted clarification about the process and how we got out of order. She shared from the OMPOC meeting she attended on October 7 where they discussed the MAP21/FAST Rule, OMPOC's potential support of the 2017 Transportation Package, road usage fees or tolls balancing the decreasing gas tax revenue, congestion and higher mpg vehicles. She said the Final Rule for the Risk Based Transit Asset Management Plan was published Oct. 7, 2016. The Rule for bridges and pavements will be published Dec. 14, 2016; and on or after May 27, 2018, a State or MPO may not adopt a transportation plan that has not been developed in accordance with the provisions of the Transportation Planning Final Rule.

Director Evans said he was not intent on destroying the bridge project with the Board's action on September 22. The Board's action was meant to call attention to the fact that transit services have not been included in the process. The Board wants this to be an open and inclusive process.

There was further explanation about ODOT requiring a land use decision prior to the EIS being published and the City's need to have a record of decision in order to get their plans in place. There has been work on a financing concept with potential sources to phase in the project but these cannot be explored without a record of decision. Further, the Board would like to have alternative modes and transit considered in the plans. Putting that into perspective, millions of dollars in funding could be used for extended and evening transit service. It would cost less and would help to reduce congestion.

Motion Move to rescind the Board's letter expressing their opposition to the City of Salem's process to expand the UGB through the proposed land use decisions.

Made by: Director Jerry Thompson
Second: Director Colleen Busch
Vote: YES - Thompson, Busch, Evans (3);
NO - Lincoln, Hammill, Kelley (3);
ABSENT - Krebs (1)

Because this was a tie vote with the absence of President Krebs, the action taken at the September 22, 2016 meeting stands and Director Lincoln will testify on behalf of the Board during the Public Hearing at the October 12, 2016 Special Joint Meeting with the cities of Salem and Keizer, the Planning Commissions and Marion and Polk counties.

4. SPECIAL MEETING ADJOURNED

7:00 PM

Referenced Materials:

1. Minutes of the September 22, 2016 SAMTD Board Meeting (pages 4-5 Potential Action on Issue Related to the Salem River Crossing Project): <http://cherriots.org/sites/default/files/MINUTES%20BD%2009-22-16.pdf>
2. City of Salem City Council - Resolution No. 2016-35 Under regional procedures, all of the governmental entities must concur according to the Statewide Planning Goal 15, Willamette River Greenway
[http://www.cityofsalem.net/Departments/CommunityDevelopment/Planning/CurrentPlanning/CA16-04/Documents/Resolution%202016-35%20\(Initiating%20Land%20Use%20Actions\).pdf](http://www.cityofsalem.net/Departments/CommunityDevelopment/Planning/CurrentPlanning/CA16-04/Documents/Resolution%202016-35%20(Initiating%20Land%20Use%20Actions).pdf)
3. Minutes of the SAMTD Board SRC Subcommittee Meeting (page 23-26 in the agenda):
<http://cherriots.org/sites/default/files/PDF%20AGENDA%20BD%20Mtg%2009-22-16%20%281%29.pdf>
4. Preferred Alternative selected in February 2014: <http://www.salemrivercrossing.org/alternatives/>
5. SRC FAQs: <http://www.salemrivercrossing.org/faq/>
6. SRC Schedule: <http://www.salemrivercrossing.org/schedule/>
7. ODOT NW Region – Region 2 “Get Involved” <http://www.salemrivercrossing.org/involved/>
8. ftp://ftp.lcog.org/lcog/Outgoing/OMPOC/October_2016/OTF_ODOT-Tolling-and-Congestion-Pricing-final.docx
9. ftp://ftp.lcog.org/lcog/Outgoing/OMPOC/October_2016/

MEMO TO: BOARD OF DIRECTORS
FROM: LINDA GALEAZZI, EXECUTIVE ASSISTANT
THRU: ALLAN POLLOCK, GENERAL MANAGER
SUBJECT: BUDGET COMMITTEE VACANCIES

Issue

Shall the Board appoint Russ Beaton and reappoint Hersch Sangster to the Budget Committee as citizen members representing Subdistricts #3 and #5 respectively for three year terms ending June 30, 2019?

Background and Findings

There are two citizen member vacancies on the Budget Committee representing Subdistrict #3 and Subdistrict #5. The three year terms ended on June 30, 2016 for these positions.

Rule 22-2 in the Bylaws provide for filling vacancies on the Committee at the discretion of the Board as follows:

Pursuant to the requirements and provisions of Section 294.336 of Oregon Revised Statutes, a budget committee shall consist of the Board and a like number of qualified electors of the District who shall be appointed pursuant to the following:

1. Prior to the first meeting of the Budget Committee in any given year, vacancies in the office of appointive members of the committee shall be filled by appointment of the Board.
2. Appointments to the Committee may, at the discretion of the Board be made as follows:
 - a. The Board member representing the subdistrict of the vacancy may recommend to the Board the appointment of a qualified elector.
 - b. The Board member representing the subdistrict of the vacancy may call for applications for the Budget Committee.
 - c. Appointive members of the Budget Committee shall be appointed for terms of three years, and subsequently, upon recommendation of the Board members and subject to Board approval, may be reappointed to such position.

Russ Beaton has agreed to accept the appointment as a citizen member to the Budget Committee. Mr. Beaton is a registered voter who lives in Salem. He is a retired Professor of Economics from Willamette University, a member of the Salem City Club, and a member of the Salem River Crossing Task Force.

Hersch Sangster has agreed to serve a second term as a citizen member to the Budget Committee. Mr. Sangster is a registered voter who lives in Keizer. He is a retired QA, CDIU & Training Manager from the Oregon Department of Human Services Office of Employment and Finance Benefits. Mr. Sangster served on the SAMTD Board of Directors from 2005 to 2009 and was the Treasurer from 2007 to 2009. He is a current member of the City of Keizer Bikeways Committee and Keizer Planning Commission; a member of the Oregon Traffic Safety Bicycle Advisory Group, and board member of the Salem Bicycle Club.

Recommendation

Director Lincoln recommends that the Board appoint Russ Beaton to the Budget Committee as a citizen member representing Subdistrict #3 for a term beginning December 8, 2016 and ending June 30, 2019.

Director Thompson recommends that the Board re-appoint Hersch Sangster to the Budget Committee as a citizen member representing Subdistrict #5 for a term beginning December 8, 2016 and ending June 30, 2019.

Proposed Motion

I move that the Board appoint Russ Beaton and reappoint Hersch Sangster to the Budget Committee as citizen members for three year terms ending June 30, 2019.

CHERRIOTS Salem-Keizer Transit
Attn: Executive Assistant
555 Court St NE, Suite 5230
Salem OR 97301

Phone: (503) 588-2424 ext 7535
Email: Board@cherriots.org
Website: cherriots.org/budget-committee

Application for Vacant Budget Committee Citizen Position

OPEN POSITIONS: Subdistricts 3 - 5

LENGTH OF APPOINTMENT: July 1, 2016 - June 30, 2019

NAME: Russ Beaton

ADDRESS: 1025 21st Street NE, Salem, Oregon 97301

EMAIL ADDRESS: delanab@aol.com

TELEPHONE: (Day) 503-581-0433 hm (Evening) 503-991-2149

How long have you resided at this address? 4 yrs at residence and 40 years in Salem

Are you a registered voter? Yes

BACKGROUND Please provide a brief biography of your personal and professional background as it applies to the Budget Committee in the following areas:

EDUCATION –

Willamette University, BA and Claremont College, MS

WORK EXPERIENCE – Russ Beaton was Professor of Economics at Willamette University in Salem, whose course topics included environmental and energy economics. He participated in drafting the widely acclaimed 1973 Oregon legislation on land-use planning and has been involved with land use, environmental concerns, energy, and the regional economy throughout his career.

COMMUNITY INVOLVEMENT –

Salem Third Bridge Task Force Member since 2008; Co-teaching w/the Dean of Urban Studies at Portland State University on the Urban Growth Boundary - Winter Term

OTHER (i.e., Why you want to serve on the Budget Committee?) –

I have taught urban economics forever. To my mind transportation planning is the backbone for any city planning especially in the public transit element. Transportation is one of our primary tools for combating inequality that is growing rapidly.

November 16, 2016

Completion of this section is *VOLUNTARY*. The information you provide will be used for Title VI purposes only. Salem-Keizer Transit operates its programs without regard to race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or income status in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

RACE/ETHNIC STATUS

- WHITE**
(Not Hispanic or Latino): A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

- BLACK OR AFRICAN AMERICAN**
(Not Hispanic or Latino): A person having origins in any of the black racial groups of Africa.

- HISPANIC OR LATINO**
A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

- ASIAN**
(Not Hispanic or Latino): A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

- NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER**
(Not Hispanic or Latino): A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

- AMERICAN INDIAN OR ALASKAN NATIVE**
(Not Hispanic or Latino): A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community recognition.

- TWO OR MORE RACES**
(Not Hispanic or Latino): A person who identifies with two or more race/ethnic categories named above.

November 16, 2016

Attn: Clerk of the Board
925 Commercial St SE, Suite 100
Salem OR 97302

Phone: (503) 588-2424 ext 7535
Email: Board@cherriots.org
Website: www.cherriots.org

Application for Vacant Budget Committee Citizen Position

OPEN POSITIONS: Subdistricts ~~3 and 4~~ 5

LENGTH OF APPOINTMENT: July 1, 2013 - June 30, 2016 ; July 1, 2016 - June 30, 2019

NAME: Hersch Sangster

ADDRESS: 832 Maine Ave
Keizer, OR 97303

TELEPHONE: (Day) (503)949-1276 (Evening) _____

How long have you resided at this address? 30 plus years

Are you a registered voter? Yes

A. BACKGROUND

Please provide a brief biography of your personal and professional background as it applies to the Budget Committee in the following areas:

- 1. Education**
Oregon State University, Bachelor's Degree, Community Health Educ
1972-1976
Insurance Institute of America, Associate's Degree, Risk Mgt 1996-1998
- 2. Work Experience** Retired
OR DHS Disability Determination Svc; Seniors & People w/Disabilities
Office of Employment & Finance Benefits
DHS (QA, CDIU & Training)/QA, CDIU & Training Manager

3. **Community Involvement (Include participation on Boards and Committees)**
SAMTD Board of Directors July 2005-June 2009 for Subdistrict #2
Treasurer July 2007-June 2009
Salem Bicycle Club, Board of Directors; LAB Effective Cyclist; City of Keizer
Bikeways Committee (Past Chair); and Oregon Traffic Safety Bicycle Advisory
Group; Keizer Planning Commission
4. **Other (Anything else you would like the Board to consider in reviewing your
application, i.e., why you want to serve on the Budget Committee?)**

Date: _____ **Signature:** _____

MEMO TO: BOARD OF DIRECTORS
FROM: ALLAN POLLOCK, GENERAL MANAGER
SUBJECT: LEGISLATIVE ADVOCACY SERVICES – THIRD AMENDMENT

Issue

Shall the Board approve Amendment #3 (Attachment A) to the agreement between the District and CFM Strategic Communications, Inc.?

Background and Findings

At the January 24, 2013 meeting, the Board approved an agreement between the District and CFM Strategic Communications, Inc. to provide federal and state legislative advocacy services (Attachment B). The agreement was for a two-year term (1/1/13 – 12/31/14) subject to three (3) additional one-year options to renew if it is determined in the best interest of the District.

At the December 2014 meeting the Board approved Amendment #1 (Attachment C) for the extension of services for the period 1/1/15 – 12/31/15. At the January 2016 meeting the Board approved Amendment #2 (Attachment D) for the extension of services for the period 1/1/16 – 12/31/16. Compensation rates remained the same as the initial two year contract.

The District is desirous of extending the agreement with CFM for the third and final extension year (1/1/17 – 12/31/17). The District and CFM negotiated a monthly retainer fee of \$12,100 for federal and state legislative advocacy services. This rate is an increase of \$1,000 per month. This represents the first rate increase in the five year contract length.

Recommendation

Staff recommends the Board approve Amendment #3 to the agreement with CFM Strategic Communications, Inc. for legislative advocacy services.

Proposed Motion

I move the Board approve Amendment #3 to the agreement with CFM Strategic Communications, Inc. for legislative advocacy services.

**THIRD AMENDMENT
to
Contract**

Date: Effective as of January 1, 2017

Parties:

Salem Area Mass Transit District (“SAMT”)
555 Court St NE, Suite 5230
Salem, OR 97301-3980

CFM Strategic Communications, Inc. (“CFM”)
1100 SW Sixth Ave. Suite 1425
Portland, OR 97204

RECITALS:

A. SAMT and CFM have entered into an agreement dated January 29, 2013 (the “Contract”) with respect to providing governmental representation services as described in RFP # 2012-12.

B. As provided in Section 5.0 of the RFP, the initial term of the Contract was for a duration of 24 months, with 3 options thereafter to extend the term for one year each.

C. SAMT and CFM entered into an agreement dated December 1, 2014 memorializing the exercise of an option to extend the term for one year ending December 31, 2015 (the “First Amendment”) and an agreement dated January 28, 2016 memorializing the exercise of an option to extend the term for one year ending December 31, 2016 (the “Second Amendment”).

D. In view of the expiration of the term of the Second Amendment, SAMT has exercised its third option to extend the term for one year ending December 31, 2017, and the parties desire to memorialize that extension herein.

AGREEMENTS:

1. Effective on and after January 1, 2017, Section 2 of the Contract is hereby deleted and the following substituted in lieu thereof:

“Provided that Consultant fully and faithfully performs its obligations under this Agreement, SAMTD agrees to compensate Consultant in accordance with the terms of this Agreement. Consultant will be compensated on retainer at rates of \$6,100.00 per month for the federal lobby team and \$6,000 per month for the state lobby team. The term of this Agreement is 12 months commencing January 1, 2017 and ending December

31, 2017, unless sooner terminated in accordance with the terms and conditions of this Agreement. SAMTD may cancel either the state lobbying services or the federal lobbying services, or both, upon 60 days' notice.”

2. CFM hereby certifies, under penalty of perjury, that CFM is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).

3. As modified by this Agreement, all of the terms and conditions of the Contract shall remain in full force and effect.

Salem Area Mass Transit District

CFM Strategic Communications, Inc.

By: _____
Its:

By: _____
Its:

Approved as to form:

District Legal Counsel

AGREEMENT

Date: January 29, 2013

Parties: Salem Area Mass Transit District ("SAMTD" or "District")
925 Commercial Street SE, Suite 100
Salem, OR 97302
503-588-2424

CFM Strategic Communications, Inc. ("Consultant")
1100 SW Sixth Avenue, Suite 1425
Portland, OR 97204
503-294-9120

Recitals:

SAMTD issued a request for proposals, RFP #2012-12, dated 11/27/2012, (the "RFP") to provide goods and services to SAMTD;

Consultant submitted a proposal dated 12/19/2012 (the "Proposal") in response to the RFP; and

SAMTD selected Consultant to provide the goods and services described in the RFP, for State and Federal legislative representation services.

Agreements:

1. Consultant agrees to provide the goods and services described in the RFP on the terms and conditions contained in the RFP and to fully and faithfully perform its obligations under this Agreement. Consultant agrees to meet the highest standards prevalent in the industry or business most closely involved in providing goods and services that SAMTD is purchasing.

2. Provided that Consultant fully and faithfully performs its obligations under this Agreement, SAMTD agrees to compensate Consultant in accordance with the terms of this Agreement. Consultant will be compensated on retainer at rates of \$6,100.00 per month for the federal lobby team and \$5,000 per month for the state lobby team. The term of this Agreement is 24 months commencing January 1, 2013 and ending December 31, 2014, unless sooner terminated in accordance with the terms and conditions of this Agreement. SAMTD may cancel either the state lobbying services or the federal lobbying services, or both, upon 60 days' notice.

3. The terms and conditions of the RFP are incorporated by reference herein. The terms and conditions set forth herein shall prevail over any conflicting or inconsistent provision of the RFP.

4. Consultant hereby certifies, under penalty of perjury, that Consultant is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).


5. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

6. In this Agreement, the singular shall include the plural and the plural shall include the singular. Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party in question. The headings used in this Agreement are solely for convenient reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.


7. All agreements and schedules set forth in the Exhibits are incorporated by reference and made a part hereof as though fully set forth herein.

8. This Agreement is the entire, complete and exclusive agreement between the parties pertaining to its subject matter, and it supersedes all prior agreements, representations, and understandings of the parties. There are no agreements, representations or warranties except as set forth in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

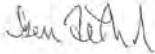
**SALEM AREA
MASS TRANSIT DISTRICT**

By: 
Allan Pollock, General Manager
Date: 2/6/13

**CFM STRATEGIC
COMMUNICATIONS INC.**

By: 
Printed Name: Gary L. Conkling
Title: President
Date: 2/4/2013

APPROVED AS TO LEGAL FORM:

Approved as to legal form: 
Digitally signed by Ben C. Fetherston, Jr.
DN: cn=Ben C. Fetherston, Jr.,
o=Fetherston Edmonds, LLP, ou,
email=bfetherston@fe-attorneys.com,
c=US
Date: 2013.01.30 16:23:45 -08'00'

District Legal Counsel

MEMO TO: BOARD OF DIRECTORS

FROM: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: AWARD OF AGREEMENT FOR STATE AND FEDERAL LOBBYING SERVICES

Issue

Shall the Board authorize the General Manager to enter into an agreement with CFM Strategic Communications, Inc. for State and Federal Lobbying Services?

Background and Findings

The District is desirous of engaging a firm to assist the District in providing coordinated federal and state legislative representation services in support of the District's legislative agenda. The Consultant will assist in efforts for collaborative projects and legislative issue management. The Consultant will complete annual grant requests, prepare issues and appropriations for the annual agenda, and provide grant assistance. The Consultant will coordinate legislative representation efforts with the Oregon (federal) and Salem (state) delegation as well as appropriate committee members, departments and agencies.

The District has been represented by CFM Strategic Communications, Inc. for federal lobbying services since 2010. During that time, the District has been awarded \$3.389 million dollars in federal grants.

On November 27, 2012, the District issued Request for Proposal (RFP) #2012-12 for State and Federal Lobbying Services. The proposal was entered into the Oregon Procurement Information Network (ORPIN) and a total of 15 interested parties accessed the proposal. On December 6, 2012, an optional pre-proposal conference was held with two agency representatives attending.

Four proposals were received resulting in three qualified and responsive bidders:

- CFM Strategic Communications, Inc.
- Pac/West & The Livingston Group
- Aronnax

The proposals were reviewed by an evaluation committee comprised of Sadie Carney, Director of Community Relations, Steve Dickey, Director of Transportation Development, myself, and Jeri McGinnis, Contracts and Procurement Specialist (non-voting member).

The committee evaluated the proposals in seven factors. The summary scores are listed in the table below.

	CFM	PacWest/TLG	Aronnax
Total Points	261	215	102
% of Total Points	93%	76%	36%

CFM Strategic Communications, Inc. was the highest scoring proposer and is recommended for negotiation and contract award.

CFM Strategic Communications, Inc. cost proposal:

	Monthly Retainer	Annual Cost
Federal	\$6,100	\$73,200
State	\$5,050	\$60,600
Total	\$11,150	\$133,800

The proposed agreement is for a two-year term subject to three (3) additional one-year options to renew if it is determined in the best interest of the District, for a maximum term of five (5) years.

Recommendation

Staff recommends the Board authorize the General Manager to negotiate and enter into an agreement with CFM Strategic Communications, Inc. for State and Federal Lobbying Services for a period of two years in accordance with proposal documents.

Proposed Motion

I move that the Board authorize the General Manager to negotiate and enter into an agreement with CFM Strategic Communications, Inc. for State and Federal Lobbying Services for a period of two years in accordance with proposal documents.



strategic communications, inc.

▶ research ▶ marketing public relations ▶ public affairs ▶ federal lobbying ▶ state lobbying

503.294.9120 | www.cfm-online.com | 1100 SW Sixth Avenue, Suite 1425 | Portland, Oregon 97204

Attachment A

December 1, 2014

Jerry Thompson, President
Salem-Keizer Transit
555 Court Street NE, Suite 5230
Salem, OR 97301-3980

Dear President Thompson:

LETTER OF AGREEMENT

This letter details the agreement between Salem-Keizer Transit ("SKT") and CFM Strategic Communications, Inc. ("CFM"). SKT desires to retain CFM for federal and state lobbying services, and CFM desires to provide such services.

CFM's Team Working for SKT

CFM VP of Federal Affairs, Joel Rubin, will lead the federal team working with SKT. Julie Crockett, Federal Affairs Manager, will also assist. Our State Affairs team will consist of CFM Senior Public Affairs Associate, Dale Penn, and Public Affairs Associate, Ellen Miller. Other CFM staff will assist on an as-needed basis.

Scope of Work

CFM will provide federal lobbying services, including assistance with researching and applying for grants, building relationships with members of Congress and agency officials, advocating for and against legislation outlined in SKT's federal agenda, applying and advocating for congressional earmarks in the appropriations and authorization process (if earmarks are reinstated) and coordinating efforts with associations, stakeholders and other grassroots organizations.

CFM will promote the interests of the district at the Oregon Capitol by providing state lobbying services. These services include working to secure funding from the Oregon Legislature for transit services and programs, developing relationships with key legislators, staff members and agency leaders, monitoring transit related legislation and coordinating efforts with state associations, transit stakeholders and other grassroots organizations.



strategic communications, inc.

▶ research ▶ marketing public relations ▶ public affairs ▶ federal lobbying ▶ state lobbying

503.294.9120 | www.cfm-online.com | 1100 SW Sixth Avenue, Suite 1425 | Portland, Oregon 97204

Compensation

SKT shall be billed a monthly retainer of \$6,100 for federal lobbying services and \$5,000 per month for state lobbying services, which will also cover out-of-pocket expenses, such as copying, faxing, phone and travel.

Payments are due 25 days after the date of invoice. If you cannot meet the agreed-upon terms, your bills will include an interest charge of one percent (1%) per month (12% per annum). Interest charges will be applied to all account balances outstanding beyond 60 days.

CFM will be responsible for payment of all income, social security and other tax liabilities for all CFM partners and employees.

Indemnities

CFM defends, indemnifies and holds SKT harmless with respect to any claims or actions against SKT based upon 1) the acts or omissions of CFM or 2) material prepared by CFM, involving any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, except where any such claim or action may arise out of material supplied by SKT and subsequently incorporated in material prepared by CFM; with respect to such latter claims or actions, SKT will indemnify and hold CFM harmless.

CFM agrees to obtain and maintain in force during the term of this agreement, at their sole expense, appropriate general liability coverage having a minimum limit of liability of Two Million (\$2,000,000) Dollars.

SKT will indemnify and hold CFM harmless with respect to any claims or actions instituted by third parties that result from the use by CFM of material furnished by SKT, or where material created by CFM is substantially changed by SKT. Information or data obtained by CFM from SKT to substantiate claims made in public communications on behalf of SKT shall be deemed to be "material furnished by SKT."

In the event of any proceeding against SKT by any regulatory agency or in the event of any court action challenging the validity or propriety of any work involving CFM, to the extent not covered by CFM's obligations set forth herein to defend, indemnify and hold harmless SKT, CFM shall assist in the preparation of the defense of such action or proceeding and cooperate with SKT and its attorneys. SKT will reimburse CFM for any out-of-pocket costs incurred in connection with any such action or proceeding.

Compliance with Applicable Laws

CFM shall comply in all material respects with all applicable laws, rules and regulations governing its performance hereunder.



strategic communications, inc.

research marketing public relations public affairs federal lobbying state lobbying

503.294.9120 | www.cfm-online.com | 1100 SW Sixth Avenue, Suite 1425 | Portland, Oregon 97204

Confidentiality

During the course of its work for SKT, CFM and its employees may have access to certain sensitive, proprietary and privileged information. CFM and its employees agree to hold such information in strict confidence.

Upon termination of this agreement, all confidential materials and information will be returned to SKT. CFM and its employees agree to continue to respect the confidentiality of all proprietary information subsequent to the termination of this agreement.

Term of Agreement

This agreement between CFM and SKT shall begin January 1, 2015 and run through December 31, 2015. Either party may terminate this agreement upon 30 days written notice to the other party. The parties may amend the agreement by written addendum signed by both parties to include additional projects in the Scope of Work and fees for such projects.

This letter constitutes the entire agreement between SKT and CFM, and there are no agreements, understandings, restrictions, warranties or representations between SKT and CFM concerning the subject matter of this letter of agreement other than those specifically referenced in this letter.

Dated December 11TH, 2014, by the undersigned duly authorized representatives of CLIENT and CFM.

Salem-Keizer Transit

CFM Strategic Communications, Inc.



Jerry Thompson
President



Gary L. Conkling
Partner

**SECOND AMENDMENT
to
Contract**

Date: January 28, 2016

Parties:

Salem Area Mass Transit District (“SAMT”)
555 Court St NE, Suite 5230
Salem, OR 97301-3980

CFM Strategic Communications, Inc. (“CFM”)
1100 SW Sixth Ave. Suite 1425
Portland, OR 97204

RECITALS:

A. SAMT and CFM have entered into an agreement dated January 29, 2013 (the “Contract”) with respect to providing governmental representation services as described in RFP # 2012-12.

B. As provided in Section 5.0 of the RFP, the initial term of the Contract was for a duration of 24 months, with 3 options thereafter to extend the term for one year each.

C. SAMT and CFM entered into an agreement dated December 1, 2014 memorializing the exercise of an option to extend the term for one year ending December 31, 2015 (the “First Amendment”).

E. In view of the expiration of the term of the First Amendment, SAMT has exercised its second option to extend the term for one year ending December 31, 2016, and the parties desire to memorialize that extension herein.

AGREEMENTS:

1. Effective on and after January 1, 2016, Section 2 of the Contract is hereby deleted and the following substituted in lieu thereof:

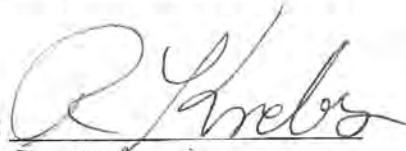
“Provided that Consultant fully and faithfully performs its obligations under this Agreement, SAMTD agrees to compensate Consultant in accordance with the terms of this Agreement. Consultant will be compensated on retainer at rates of \$6,100.00 per month for the federal lobby team and \$5,000 per month for the state lobby team. The term of this Agreement is 12 months commencing January 1, 2016 and ending December 31, 2016, unless sooner terminated in accordance with the terms and conditions of this

Agreement. SAMTD may cancel either the state lobbying services or the federal lobbying services, or both, upon 60 days' notice."

2. CFM hereby certifies, under penalty of perjury, that CFM is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).
3. As modified by this Agreement, all of the terms and conditions of the Contract shall remain in full force and effect.

Salem Area Mass Transit District

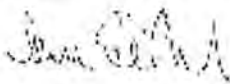
CFM Strategic Communications, Inc.

By: 
Its: President

By: 
Its: President

Approved as to form:

Approved as to form



Digitally signed by Ben C.
Fetherston, Jr.
DN: cn=Ben C. Fetherston, Jr.,
o=Fetherston Edmonds LLP, ou,
email=fetherston@fe-
attorneys.com, c=US
Date: 2016.02.05 10:42:13 -0800

District Legal Counsel

MEMO TO: BOARD OF DIRECTORS

**FROM: JENNY FURNISS, MARKETING AND SOCIAL MEDIA SPECIALIST
PATRICIA FEENY, DIRECTOR OF COMMUNICATION**

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: CONTRACT FOR WEB DEVELOPER

Issue

Shall the Board authorize the General Manager to execute a contract with OMBU to redevelop the website of Salem Area Mass Transit District (SAMTD)?

Background and Findings

SAMTD currently has a website, Cherriots.org, which was designed in 2012. At that time, the website was a vast improvement from the previous site, and it had an up-to-date design. As time has passed, it became clear that the website has systemic structural, navigational and technical problems. These problems mean that the current website does not fully meet the needs of riders, potential riders and the goals of many SAMTD departments.

Examples of these issues include:

- Website difficult to navigate. It is even more difficult to navigate on a mobile device such as a smart phone. (Sixty-six percent of visits to Cherriots.org are done on a smart phone.)
- Services such as the RED Line, Rideshare and CherryLift are hard to find, unless you already know what you are looking for.
- The “About Us” section is not accessible from a smart phone. This section includes the board of director pages, jobs page and financial information page.
- Route pages are plagued with technical issues that cause route information to display incorrectly.

Feedback from riders and SAMTD departments consistently highlights that the website is difficult to use. Three different web developer companies have maintained the website over the last two years, providing short-term solutions to technical issues. The Marketing and IT Departments concluded that a long-term solution to the structural, navigational and technical problems requires a complete redevelopment of the website. To obtain a redevelopment of the website, a Request for Proposals (RFP) was issued to procure a website developer.

The activities of the procurement process performed by SAMTD staff are listed below:

1. RFP #2016-05 was issued on April 5, 2016. The RFP was posted on ORPIN and promoted through a targeted Twitter and LinkedIn campaign. It also was emailed to a list of web development companies.
2. A pre-proposal conference was held on April 19, 2016, and the RFP process closed on May 31, 2016.
3. Fifteen (15) proposals were received by the due date of May 31, 2016.
4. Thirteen (13) of these proposals were responsive/responsible. They included: Advaiya Solutions, Delaris, FFW West Coast/Propeople, FluidNRG, Gard Communications, Gere Donovan, MIG, OMBU, One Origin, Opin Software, Red Rokk, Trestlemedia and Vtech.
5. An evaluation selection committee comprised of SAMTD staff from the marketing, IT and procurement departments was appointed to review and evaluate proposals based on proposed cost/value, quality of proposal, personnel qualifications and interview/presentation and references.
6. Three (3) proposers were interviewed between September 16 and 20, 2016.
7. The evaluation committee met on three (3) occasions for scoring. The group members determined in their final meeting that Portland-based OMBU was the most responsive to the procurement criteria.

Evaluation Criteria:	Maximum Score Possible	Gere Donovan	OMBU	TrestleMedia
Cost/Value	150	110	122	119
Quality of Proposal	150	109	146	137
Personnel Qualifications	125	95	125	114
Interview Presentation	75	11	75	61
Total	500	325	468	431

Recommendation

Staff recommends the Board authorize the General Manager to negotiate the final contract language and to execute a contract with OMBU to redevelop the website in an amount not to exceed \$162,680. Additionally, staff recommends inclusion of a provision for future maintenance services, if needed, for a period of three years. The fixed hourly rate for these services is \$158.00 per hour.

Proposed Motion

I move the Board authorize the General Manager to negotiate the final contract language and to execute a contract with OMBU to redesign the website in the not to exceed amount of \$162,680, with a provision for future maintenance services, if needed, for a period of three years at a rate of \$158 per hour.

MEMO TO: BOARD OF DIRECTORS

FROM: PAULA DIXON, DIRECTOR OF ADMINISTRATION

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: RESOLUTION # 2016-07 REVISING THE GENERAL MANAGER'S PERFORMANCE EVALUATION AND COMPENSATION CHANGE POLICY

Issue

Shall the Board adopt Resolution #2016-07 revising the General Manager's performance evaluation and compensation change policy?

Background and Findings

In 1998, by Resolution #98-04, the Board of Directors adopted a performance evaluation and compensation change policy for the General Manager. The policy called for an annual performance evaluation to take place in June each year.

In 2008, by Resolution #08-11, the Board amended Resolution #98-04 to change the date of the performance evaluation from June to April to coincide with the termination notice requirements contained in the General Manager's employment agreement.

In 2011, by Resolution #11-04, the Board revised the Performance Evaluation Form and changed the date of the evaluation from April to June. The change in evaluation dates allowed for a more complete evaluation of the review period of July 1 to June 30.

During the 2016 performance evaluation process, the Board directed that the performance evaluation process be moved to September to allow for a full accounting of the fiscal year performance. The evaluation period of July 1 to June 30 remains the same. Prior to this change, the general manager was required to provide a self-evaluation in April. This did not allow a full accounting of performance for the evaluation period.

In addition, the Board also designated the Secretary of the Board as the person to review the compilation of the annual performance review.

The revised general manager's performance evaluation and compensation change policy will be codified in the General Administration Manual as Board Policy #116 (Attachment A in Resolution #2016-07).

Recommendation

Staff recommends the Board adopt Resolution #2016-07 to revise the General Manager's performance evaluation and compensation change policy; and codify the changes in the General Administration Manual as Board Policy #116.

Proposed Motion

I move the Board adopt Resolution #2016-07 to revise the General Manager's performance evaluation and compensation change policy, and codify the changes in the General Administration Manual as Board Policy #116; thereby rescinding and replacing Resolution #11-04.

WHEREAS, the Salem Area Mass Transit District, hereafter referred to as "District" did on March 26, 1998 adopt Resolution #98-04 establishing the General Manager's Performance Evaluation and Compensation Change Policy; and

WHEREAS, on August 28, 2008, the Board adopted Resolution #08-11 to amend the General Manager's Performance Evaluation and Compensation Change Policy to adjust the date for the evaluation to take place annually from June to April; and

WHEREAS, on February 24, 2011, the Board adopted Resolution #11-04 to supersede Resolution #98-04 and the amending Resolution #08-11; and

WHEREAS, the Board now wishes to rescind and replace Resolution #11-04 as a result of the performance evaluation process on July 28, 2016 when the Board directed that the performance evaluation process be moved to September to allow for a full accounting of the fiscal year performance from July 1 to June 30. In addition, the Board designated the Secretary of the Board as the person to review the compilation of the annual performance review.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALEM AREA MASS TRANSIT DISTRICT THAT:

THAT Resolution #2016-07 will rescind and replace Resolution #11-04 dated February 24, 2011.

THAT the attached General Administrative Policy #116 will be used for the performance evaluation process of the General Manager.

ADOPTED by the SAMTD Board of Directors on this 8th day of December, 2016; to become effective immediately upon the date of its passage.

ATTEST:

Robert Krebs, President

John Hammill, Secretary

116.01 PURPOSE

To provide guidelines for the General Manager’s performance evaluation and compensation change process.

116.02 ROLES AND RESPONSIBILITIES

The SAMTD Board of Directors, as the governing body of the District, has the authority to appoint a general manager, based on the qualifications of the general manager with special reference to the actual experience in or knowledge of accepted practices in respect to the duties of the office of the general manager. A general manager shall hold office for an indefinite term and may be removed by the board only by an affirmative vote of a majority of the members. (ORS 267.135(1); ORS 192.660(2)(a)(b))

1. The Board of Directors is responsible for evaluating the performance of the General Manager.
2. The Director of Administration is responsible for ensuring the annual evaluation process is completed in accordance with District policy.

116.03 EVALUATION CRITERIA

The criteria used to evaluate the General Manager will be determined through the use of an evaluation document developed annually by the Board and General Manager for the upcoming appraisal year listing the Board’s primary goals and expectations for the General Manager.

1. The criteria used will provide a benchmark of the Board satisfaction with the general management and leadership abilities of the General Manager that are:
 - a. Defined in advance
 - b. Objective in nature and to the extent possible, measurable;
 - c. Pertaining to outcomes over which the General Manager has a reasonable degree of control; and
 - d. Within the evaluation period from July 1 through June 30
2. The Board shall determine the weight to be assigned to each criterion in conjunction with the General Manager.
3. Consideration shall be given to any change in the General Manager’s compensation package based on factors that include:
 - a. Merit increases, retirement contribution offsets or similar increases as specified in the General Manager’s contract and in accordance with District guidelines.
 - b. Changes in benefits granted other District management employees.
 - c. Total compensation paid to General Managers of comparable transit districts in Oregon and Washington.
 - d. Total compensation paid to Salem area local government agency leaders

- e. Performance as documented on the evaluation
- f. Performance toward accomplishment of defined goals communicated to the General Manager at the outset of the evaluation period.

116.04 ANNUAL EVALUATION PROCESS AND TIMELINE

The performance evaluation of the General Manager shall take place at the completion of each fiscal year in the month of September during a regular, special or emergency meeting in executive session.

1. The Director of Administration will work with the Board to complete the General Manager's annual performance evaluation process.
2. The General Manager provides the Board with copies of his/her self-evaluation of the prior fiscal year and his/her goals for the upcoming year.
3. Each Board member will receive an evaluation package with a Performance Evaluation Form and the General Manager's self-evaluation form. The Board will treat the evaluation package as confidential.
4. Completed performance evaluation forms will be returned to the Director of Administration within a predetermined time period. The Director of Administration will in turn ensure that all completed evaluation forms are tabulated and summarized; and shall include all comments from every Board member.
5. This compilation or composite performance evaluation will be reviewed by the Secretary of the Board for accuracy prior to its distribution to the Board for use during the evaluation process.
6. The Director of Administration provides a completed Composite Performance Evaluation to the Board and the General Manager and maintains a copy in the General Managers personnel file.

116.05 OPEN SESSION – REGULAR MEETING, SPECIAL OR, EMERGENCY MEETING

The process to evaluate the performance of the General Manager shall occur in accordance with Public Meeting Laws.

1. Executive Session
 - a. The performance evaluation of the General Manager shall take place in executive session during a regular, special or emergency meeting.
 - b. The General Manager will be present at the meeting(s) and may participate in the discussion of the results.
 - c. The Board will review the Composite Performance Evaluation and any other information relevant to the General Manager's performance evaluation; and develop a report and recommendation for the Board's consideration.
2. Any compensation change for the General Manager (e.g., increase in annual salary rate, a one-time merit pay award and/or increase in fringe benefits) will

be adopted in open session.

3. When adopting a change in the General Managers' compensation package, the Board will verbally, for public record, provide an explanation for the change, and the change will be based on the evaluation criteria described in Section 116.03.

116.06 REVIEW OF POLICY

The Board will review this policy at least every three (3) years to ensure that it remains relevant and appropriate.

Adopted by:

Date:

President, SAMTD Board of Directors / General Manager

DRAFT

MEMO TO: BOARD OF DIRECTORS

**FROM: TANYA DEHART, CHAIR OF THE STF ADVISORY COMMITTEE
TED STONECLIFFE, LONG-RANGE PLANNING ANALYST**

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: APPOINTMENT TO THE STF ADVISORY COMMITTEE

Issue

Shall the Board appoint one new member to the Special Transportation Fund (STF) Advisory Committee, reappoint one member for the second of three two-year terms, and accept the resignation of another member?

Background and Findings

Salem Area Mass Transit District is the STF Agency for Marion and Polk Counties. Each STF Agency is required to have an advisory committee to represent people served by STF programs. The STF Advisory Committee (STFAC) provides transportation policy and funding recommendations for STF and federal Section 5310 grants to the Cherriots Board of Directors. Committee members are appointed by the Board to two-year terms per the newly revised STFAC Bylaws provided in Attachment A.

In accordance with State statute and the STF Advisory Committee Bylaws, to be qualified to serve as a member of the STFAC, the person must reside in Marion or Polk County, Oregon, be knowledgeable about the transportation needs of seniors and individuals with disabilities, and be a person who meets one of the following qualifications:

- a. Is a person who is a senior or an individual with a disability and is a user of public transportation services in Marion or Polk Counties;
- b. Is a person who is senior or an individual with a disability and who lives in an area of Marion or Polk Counties where there are no public transportation services;
- c. Is a representative of seniors residing in Marion or Polk Counties;
- d. Is a representative of individuals with disabilities residing in Marion or Polk Counties; or
- e. Is a representative of a provider of services to seniors or individuals with disabilities residing in Marion or Polk Counties.

The STFAC must have a minimum of five members. In making appointments, the Board may give consideration to seeking a majority of members who are individuals who are seniors or have a disability. Furthermore, the Board may appoint members to provide a balance of geographical representation from the rural areas of Marion and Polk Counties

and from the urbanized area of Salem/Keizer. Transportation providers may serve as non-voting members. The STFAC Terms of Appointment are included in Attachment B.

Mr. Harding, whose application is included in Attachment C, is eager to serve on the committee and brings with him experience as a Board member of Intercity Transit in Olympia, Washington. He was also the mayor of the City of Yelm, Washington for many years and has experience working with residents with limited mobility issues. He currently serves as the City Administrator for the City of Aumsville and lives in Salem. Although new to Oregon, he has already attended one of the District's public outreach events for the CARTS Redesign project in Stayton. Mr. Harding met with the STFAC at their November 1, 2016 meeting where the Committee moved to recommend to the Board that they appoint Mr. Harding as a new member to fill the vacancy in Position # 1 beginning January 1, 2017 and ending on December 31, 2018. Mr. Harding is eager to participate in the upcoming biennial STF/5310 grant application process. Upon appointment, Mr. Harding would fill the vacancy left in Position #1 and would be eligible to complete three two-year terms.

Marja Byers, who was initially appointed to Position #3 for a term from January 1, 2014 to December 31, 2016, has agreed to serve a second two-year term. Marja is the Executive Director of Blind Skills, a non-profit organization that works with sight-impaired individuals to develop life skills, including how to use public transportation. She has been an active contributor of the STFAC and always lends thoughtful insights to the committee's conversations.

Gerald Heffner, who was appointed to Position #2, has not attended an STFAC meeting since November 2015. Through an email sent to staff (Attachment D), Mr. Heffner indicated that he wished to resign from the committee at this time.

Recommendation

The STF Advisory Committee recommends that the Board appoint Ron Harding to fill the vacancy in Position # 1 beginning January 1, 2017 and ending on December 31, 2018; reappoint Marja Byers to a second two-year term in Position #3 from January 1, 2017 to December 31, 2018; and accept the resignation of Gerald Heffner who filled Position #2, effective immediately.

Proposed Motion

I move the Board appoint Ron Harding to fill the vacancy left in Position #1 beginning January 1, 2017 and ending on December 31, 2018; re-appoint Marja Byers to a second two-year term in Position #3 from January 1, 2017 to December 31, 2018; and accept the resignation of Gerald Heffner who filled Position #2, effective immediately.

**BYLAWS OF THE
SPECIAL TRANSPORTATION FUND ADVISORY COMMITTEE
OF
SALEM AREA MASS TRANSIT DISTRICT**

ARTICLE I – STF PROGRAM, PURPOSE, ROLES AND RESPONSIBILITIES

Section 1. Purpose and Mission of STF Program

The State of Oregon has established a Special Transportation Fund (STF) for the purpose of financing and improving transportation programs and services for seniors and individuals with disabilities as provided under ORS 391.800-391.830. The Oregon Department of Transportation (ODOT) Rail and Public Transit Division administers the STF program. Pursuant to State law, Salem Area Mass Transit District (SAMTD) is the designated recipient of STF formula funds and discretionary grants for Marion and Polk Counties. The SAMTD Board of Directors is obligated under State law to establish an advisory committee to advise and assist the Board of Directors in carrying out the purpose of the STF program within the two counties.

Section 2. STF Advisory Committee Purpose

An STF Advisory Committee is established by the SAMTD Board of Directors to advise and assist the SAMTD Board of Directors in carrying out the purpose of the STF program and to perform the functions set forth in Section 3 of these bylaws.

Section 3. STF Advisory Committee Roles and Responsibilities

The STF Advisory Committee will:

- (a) Participate in annual reviews of STF funded projects;
- (b) Provide input to SAMTD staff on the development and review of the STF process, timeline and application forms; and to ensure process is in conformance with State STF directives;
- (c) Review Discretionary Grant proposals, interview applicants and make informed recommendations to the SAMTD Board of Directors;
- (d) Review the proposed distribution of Formula Program moneys and make informed recommendations to the SAMTD Board of Directors;
- (e) Advise the SAMTD Board of Directors regarding the opportunities to coordinate STF moneys and STF-funded projects with other transportation programs and services, to avoid duplication of service, and address gaps in service;
- (f) Participate in developing the STF Plan and complete a review of the STF Plan every three years;
- (g) Advise the SAMTD Board of Directors and the SAMTD General Manager, or his or her designee, on:
 - 1. the transportation needs of Marion and Polk County residents who are seniors and/or have a disability,
 - 2. evaluating the need for and use of available resources,
 - 3. the productive and efficient use of Special Transportation Funds, federal Section 5310 funds, and other funds which may be used to provide transportation for seniors and individuals with disabilities as defined by the adopted STF Plan;

(h) Comply with the public involvement policies of SAMTD.

Members of the STF Advisory Committee must comply with the Oregon Ethics Laws, ORS Ch. 244, and refrain from using his or her position to obtain financial gain or avoid financial detriment to the member, relative, or business in which the member or relative has an interest; refrain from accepting gifts in excess of \$50 in any calendar year from anyone who may have an interest in the actions or recommendations of the STF Advisory Committee; and publicly announce any actual or potential conflict of interest, refrain from participating in any discussion or debate on the matter, disclose the same in writing to SAMTD Board of Directors and, unless there is a quorum of the members who do not have an actual or potential conflict of interest, the STF Advisory Committee shall request direction from the SAMTD Board of Directors prior to taking action.

ARTICLE II – MEMBERSHIP, APPOINTMENTS AND TERMS

Section 1. Membership

The STF Advisory Committee shall have the number of members determined, from time to time, by the SAMTD Board of Directors. To be qualified to serve as a member of the STF Advisory Committee, the person must reside in Marion or Polk County, Oregon, be knowledgeable about the transportation needs of seniors and individuals with disabilities, and be a person who meets one of the following qualifications:

- (a) Is a person who is a senior or an individual with a disability *and* is a user of public transportation services in Marion or Polk Counties;
- (b) Is a person who is senior or an individual with a disability *and* who lives in an area of Marion or Polk Counties where there are no public transportation services;
- (c) Is a representative of seniors residing in Marion or Polk Counties;
- (d) Is a representative of individuals with disabilities residing in Marion or Polk Counties; or
- (e) Is a representative of a provider of services to seniors or individuals with disabilities residing in Marion or Polk Counties.

In making appointments, the Board may give consideration to seeking a majority of members who are individuals who are seniors or have a disability. Furthermore, the Board may appoint members to provide a balance of geographical representation from the rural areas of Marion and Polk Counties and from the urbanized area of Salem/Keizer.

Transportation providers may serve as non-voting members.

Section 2. Appointments and Terms of Service

The SAMTD Board of Directors will appoint members to the STF Advisory Committee. Committee members shall serve for a term of two years, commencing on January 1. Members shall serve from the time of appointment, but the following shall determine the start of the two-year term of service for members appointed to fill an unexpired position that is vacant. The term of members appointed during the first six months of the year shall commence as of the preceding January 1 and the term of members appointed during the last six months of the year shall commence as of the next succeeding January 1. Members are eligible for re-appointment for up to three consecutive terms. Terms should be staggered so that not more than one-half of the voting members have a term that expires in the same year.

Members who are currently serving a three-year term shall complete that term before being eligible for appointment to a new two-year term.

Section 3. Chair and Vice Chair – Election and Responsibilities

The officers of the STF Advisory Committee shall be a Chair and a Vice-Chair. Voting members of the Committee shall elect a Chair and Vice-Chair in the first meeting held in each calendar year. In the event of a vacancy in the Chair or Vice-Chair, the vacant position will be filled by nomination and election at the first meeting following notice of the vacancy.

The duties of the Chair are to call and convene meetings, preside over the meetings, act as the primary liaison between the Board of Directors and STF Advisory Committee, and perform other duties assigned by the Board of Directors. The Chair, on behalf of the Committee, shall present reports to the Board of Directors that are necessary to execute any and all of the responsibilities of the STF Advisory Committee.

The duties of the Vice-Chair are to perform the duties of the Chair, in his or her absence.

Section 4. Participation

All members are expected to attend the scheduled meetings. If a member is unable to attend a scheduled meeting, the member must contact District staff, the Committee Chair or the Vice Chair at least 24 hours or one business day in advance, except in cases of an emergency. The Chair may excuse the absence of a member for good cause. A member who fails to notify the Committee for two consecutive meetings, or misses more than four meetings over a one-year period, will be reported to the SAMTD Board, and the Board may declare that person's position vacant.

Section 5. Removal and Vacancies

Members of the STF Advisory Committee shall serve at the pleasure of the Board of Directors, and may be removed with or without cause at any time, at the sole discretion of the Board.

The Committee may recommend removal of one of its members to the Board by a vote of the majority of all its voting members. Such recommendation to the Board shall include the reasons for the recommendation.

When a vacancy occurs, the Board may elect to fill the vacant position and the person so appointed will hold their position for the balance of the unexpired term of his or her predecessor, which term of service shall not be considered in connection with limitations on term of service under Article II, Section 2. The Board may select an appointee from among people expressing an interest in such appointment, or from a call for applications for the position.

Section 6. Staff Role and Responsibility

The SAMTD General Manager will designate staff to prepare meeting notices, agendas, and minutes for the Committee. Staff will assist the Committee in orientation, and the preparation and presentation of background information concerning agenda items. Staff will advise and furnish technical assistance as appropriate to carry out the Committee's work.

ARTICLE III – MEETINGS

Section 1. Frequency; Open Meetings

The STF Advisory Committee shall meet at least two times each year.

All STF Advisory Committee meetings will be open to the public. Notices of meetings will be given in accordance with Oregon Public Meeting laws.

The STF Advisory Committee will meet as often as necessary to carry out the responsibilities of the STF Advisory Committee. District staff and the Chair will confer as to the meeting schedules. Meetings shall be held at the offices of SAMTD or other place designated by the District in consultation with the Chair, and so advertised in conformance with applicable laws.

Section 2. Agendas

Staff will consult with the Chair in developing meeting agendas. Staff will be responsible for distributing the final agenda including preparing and/or compiling the associated agenda materials for each meeting.

The agenda and other information associated with any agenda action item will be distributed in advance of the meeting. These may be paper or electronic copies.

Section 3. Quorum and Voting

A quorum of the STF Advisory Committee shall consist of a majority of all the voting members. A quorum must be present for any business to be conducted..

Each member of the Committee has one vote. All actions of the STF Advisory Committee will be by a motion passed by a majority of the members present and voting at a meeting where a quorum is present.

The chair will cast a vote only in cases of a tie.

Actions taken at the STF Advisory Committee shall be conducted under *Roberts Rules of Order, Newly Revised*.

Section 4. Minutes

Minutes of STF Advisory Committee meetings will be prepared and distributed by staff. Minutes will note major points discussed and any conclusions reached and/or actions taken.

Section 5. Recommendations to the SAMTD Board of Directors

The Chair and his/her designee may present recommendations of the STF Advisory Committee to the SAMTD General Manager and/or Board of Directors in person or in writing.

ARTICLE IV – SUBCOMMITTEES

The Chair may recommend formation of a subcommittee(s), and establish such subcommittee(s) with the STF Advisory Committee's concurrence. Subcommittees may be formed to carry out specific tasks and/or deal with specific issues, bringing their recommendations to the STF Advisory Committee as a whole. The Chair will select or appoint subcommittee members and designate a chair. The Chair of the subcommittee may appoint persons to serve on subcommittees who are not members of the STF Advisory Committee as a whole, provided they have knowledge and experience that will help the subcommittee in completing its assignment.

ARTICLE V – AMENDMENTS

The SAMTD Board of Directors shall have the authority to amend these bylaws at any meeting of the Board of Directors. The STF Advisory Committee will have opportunity to propose amendments to these bylaws and to review amendments prior to action by the SAMTD Board of Directors. These bylaws amend and restate all prior STF Advisory Committee bylaws.

Adopted by Board Resolution #2016-03 on April 28, 2016

**SPECIAL TRANSPORTATION FUND ADVISORY COMMITTEE
TERMS OF APPOINTMENT
2017**

Position	Term Dates	Name	Group	Location	Term
1	1/1/17-12/31/18	Ron Harding	Senior/Disabled	Marion Co	1 st 2-year term
2	1/1/16-12/31/18	Jean Sherbeck	Disabled	Polk Co.	1 st 3-year term *
3	1/1/17-12/31/18	Marja Byers	Disabled	Urban	2 nd 2-year term
4	1/1/16-12/31/17	Vacant			2-year term
5	1/1/16-12/31/17	Vacant			2-year term
6	1/1/15-12/31/17	Emily Broussard	Disabled	Urban	1 st 3-year term *
7	1/1/16-12/31/18	Diane Lace	Senior/Disabled	Marion Co.	1 st 3-year term *
8	1/1/16-12/31/17	Vacant			2-year term
9	1/1/16-12/31/18	Tanya DeHart	Senior/Disabled	Urban	2 nd 3-year term *

*Per the existing bylaws, Article II, Section 2, "Members who are currently serving a three-year term shall complete that term before being eligible for appointment to a new two-year term."

APPLICATION
SALEM AREA MASS TRANSIT DISTRICT
SPECIAL TRANSPORTATION FUND
ADVISORY COMMITTEE

(Please print or type all information)

Date:	10-04-2016
Name:	Ron Harding
Mailing Address:	595 Main Street, Aumsville Oregon 97325
Telephone:	503-749-2030
E-mail:	rharding@aumsville.us
Occupation:	City Administrator

Are you a resident of Marion or Polk County, Oregon? Yes No

Are you knowledgeable about the transportation needs of seniors and individuals with disabilities, and/or a person who meets one of the following qualifications (select all that apply)?

- A person who is a senior or an individual with a disability *and* is a user of public transportation services in Marion or Polk Counties;
- A person who is a senior or an individual with a disability *and* who lives in an area of Marion or Polk Counties where there are no public transportation services;
- A representative of seniors residing in Marion or Polk Counties;
- A representative of individuals with disabilities residing in Marion or Polk Counties; or
- A representative of a provider* of services to seniors or individuals with disabilities residing in Marion or Polk Counties

*Note: Transportation providers may serve as non-voting members.

What are your relevant experiences, training or background with seniors and individuals with disabilities on transportation issues?*

I serve on the Authority Board for Intercity Transit in Thurston County Washington for 5 years. I served as Mayor for the City of Yelm. Under my term we improved mobility around the community for seniors and residents with limited mobility issues. I administered services to the senior center and worked closely with them regarding transportation needs and programs. Currently serving as the City Administrator in Aumsville Oregon.

Please describe why you would like to serve on the Special Transportation Fund Advisory Committee. What special transportation service improvements would you like to see accomplished?*

I am passionate about transportation needs and our ability to meet these needs. I am specifically concerned about rural services and balancing needs with resources.
I do not have a specific improvement to suggest at this time.

Are there other community interests that you are involved in, such as committees and organizations that you would like us to consider in your application?*

I have served on many committees in the State of Washington. As I am new to the state of Oregon this would be the first committee here.
I will include my resume

*You may attach additional sheets, a short resume, or any other materials that you think may be appropriate.


[50]



STF Advisory Committee term ending

4 messages

Ted Stonecliffe <ted.stonecliffe@cherriots.org>

Tue, Nov 8, 2016 at 10:46 AM

To: Gerald Heffner <gnheff@gmail.com>

Cc: Chris French <Chris.French@cherriots.org>, Steve Dickey <Steve.Dickey@cherriots.org>, Jolynn Franke <jolynn.franke@cherriots.org>

Hi Gerry,

How are you doing? We haven't heard from you or seen you at a STF Advisory Committee meeting since November , 2015, and with your term expiring at the end of 2016, I wanted to check in with you to see if you are interested in continuing on the committee. If so, we expect you to begin coming to the meetings, which are every first T uesday of the month except July, August, and December when we do not have any scheduled meetings. Please let me know at your earliest convenience. Thanks!

-Ted

--

Ted Stoneclif fe

Long-Range Planning Analyst
Transportation Development Division
503-361-7534

Cherriots

555 Court St NE, Ste. 5230
Salem, OR 97301

503-588-2424
503-566-3933 (fax)

Gerry Heffner <gnheff@gmail.com>

Thu, Nov 10, 2016 at 8:50 AM

To: Ted Stonecliffe <Ted.Stonecliffe@cherriots.org>

i would like to resign as my interest has waned

[Quoted text hidden]

[Quoted text hidden]

Salem-Keizer Transit

555 Court St NE, Suite 5230
Salem, OR 97301

Phone: (503) 588-2424

Fax: (503) 566-3933

Ted Stonecliffe <ted.stonecliffe@cherriots.org>

Thu, Nov 10, 2016 at 8:51 AM

To: Chris French <Chris.French@cherriots.org>, Jolynn Franke <jolynn.franke@cherriots.org>, Steve Dickey <Steve.Dickey@cherriots.org>

FYI...

[Quoted text hidden]

Ted Stonecliffe <ted.stonecliffe@cherriots.org>

Thu, Nov 10, 2016 at 8:52 AM

To: Gerry Hefner <gnheff@gmail.com>

Sorry to hear it Gerry, but we appreciate the work you have done for the committee and know your continued work at West Valley Hospital will continue to benefit many people. Take care.

-Ted

[Quoted text hidden]

MEMO TO: BOARD OF DIRECTORS

FROM: STEPHEN DICKEY, DIRECTOR OF TRANSPORTATION DEVELOPMENT

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KEIZER FOR THE CONSTRUCTION OF A SIGNALIZED INTERSECTION

Issue

Shall the Board authorize the General Manager to enter into an Intergovernmental Agreement (IGA) with the City of Keizer to establish cost-sharing requirements for the construction of a signalized intersection, and adjacent required traffic improvements needed to improve access to the Keizer Transit Center (KTC)?

Background

In 2009, after a lengthy site selection process for the Keizer Transit Center (KTC), a location was selected in the Keizer Station Development Area B. This site was selected based on a central location in the north end of the District's service area, within close proximity to multiple major arterials, and easy commuter access from I-5 and the Salem Parkway.

In 2011, the City of Keizer developed a Master Plan for Area B that incorporated the function of the KTC into the overall development. An element included in the Master Plan was a signalized intersection to be located at the entrance of the KTC. This intersection also included a drive access serving the parcels and future businesses on the opposite side of Keizer Station Boulevard across from the entrance to the KTC.

In late 2010, a scope of work was developed for the engineering and design of the KTC. Based on the construction cost estimates developed during the preliminary design phase, the cost to construct the signalized intersection was estimated at \$1.1 - \$1.3 million. When considered with the rest of the estimated construction costs to complete the facility, in comparison to the available funds for the project, it was determined to eliminate the signalized intersection from the project until a later date. From an operational perspective, this was not optimal and would result in a significant loss of productivity due to the out of direction travel required by a right only exit from the facility; it was acceptable only for the immediate future.

In the summer of 2012, the KTC opened and service began to operate. The project ultimately came in under budget with project revenue remaining after expenses had been paid. After a year of operation, planning and operations staff determined that the time loss for each route having to travel through the commercial area of Keizer Station in order to proceed to their routes was four minutes. With a signal and still operating one route through Keizer Station, the amount of time each day saved is nine hours. This service will be used to provide better coverage in the SAMTD service area. The signalized intersection will also help people using the park and ride lot, which (based on periodic observations) is currently being used at around 60% of capacity, to have better access in and out of the KTC.

As a result, the information presented by planning and operations, and the sufficient grant funds that remain from the KTC project, it was determined that construction of the intersection would be the best use of the remaining funds. The intersection would also have value to the City of Keizer, who currently owns all commercial parcels adjacent to, and across from the KTC. A cost sharing agreement has been negotiated with the City of Keizer to assist with the cost of constructing the intersection.

Negotiations were conducted for nearly two years with the City of Keizer to determine a cost sharing intergovernmental agreement for the cost of constructing the intersection. After a lengthy process, the final intergovernmental agreement (**ATTACHMENT A**) has been prepared for consideration by the Board of Directors for the Transit District, and the Keizer City Council. In addition, the details of the IGA have also been reviewed by staff in the Federal Transit Administration Region X Office in Seattle. The Keizer City Council reviewed and passed a resolution (**ATTACHMENT B**) approving the IGA at their November 21, 2016 City Council Meeting.

Recommendation

Staff recommends the Board authorize the General Manager to enter into an Intergovernmental Agreement with the City of Keizer to establish cost-sharing requirements for the construction of a signalized intersection, and adjacent required traffic improvements needed to improve access to the Keizer Transit Center.

Proposed Motion

I move the Board authorize the General Manager to enter into an Intergovernmental Agreement with the City of Keizer to establish cost-sharing requirements for the construction of a signalized intersection, and adjacent required traffic improvements needed to improve access to the Keizer Transit Center.

**TRAFFIC IMPROVEMENTS COST SHARING
INTERGOVERNMENTAL AGREEMENT**

PARTIES:

**CITY OF KEIZER, an Oregon
municipal corporation** (“City”)

**SALEM AREA MASS TRANSIT DISTRICT,
an Oregon municipal corporation** (“District”)

RECITALS:

- A. District owns property labeled “Transit District” on the attached Exhibit “A”. City owns property labeled “City of Keizer 1” and “City of Keizer 3” on the attached Exhibit “A”. All subject properties are within Area B of the Keizer Station development. The properties collectively are entitled “subject properties.”
- B. There is no traffic signal located on Keizer Station Boulevard at the point where “City of Keizer 3” and “Transit District” properties meet. Due to the current configuration and lack of a traffic signal, the traffic movements to/from Keizer Station Boulevard are limited to “right-in/right-out” only for all the subject properties.
- C. District and City wish to enter into an intergovernmental agreement to set forth the rights and responsibilities of the parties with regard to the construction of a full- movement, signalized intersection on Keizer Station Boulevard as conceptually shown in Exhibit “B” attached and by this referenced incorporated herein.
- D. The traffic improvement project will benefit all subject properties.
- E. District wishes to begin construction of the traffic improvement project as stated above. City and District wish to memorialize the terms under which District will build the traffic improvement project and City will reimburse District for a portion of the project costs.

NOW, THEREFORE, in consideration of promises made herein, the parties agree as follows:

AGREEMENT:

- 1. District shall construct the traffic improvement project described as follows (the “Project”):

- a. The construction of full-movement traffic signal (including left turn arrows).
- b. Widening of travel road surface and lane marking for right and left turns.
- c. Full curb and sidewalk improvements or replacement.
- d. Transportation improvements to the Lockhaven/Chemawa/Keizer Boulevard intersection, including signal modification and an additional left turn lane.

The project is depicted in Exhibit "B". Upon mutual written consent of the parties, the project may be modified from the depiction shown in Exhibit "B".

- 2. The project shall be completed no later than 9 months after the Notice to Proceed is issued to the District's main construction contractor, subject to force majeure delays outside of the control of the District or its construction contractor or subcontractors.
- 3. Subject to the maximum reimbursement as set forth in the last paragraph of this Section 3, City shall reimburse District 20% of the final certified Project Costs (the "City Share") within the following time frame: Within 30 days after the date District sends the final certified Project Costs (defined below) to City, City shall pay District 1/2 of the City Share (the "First Installment"). Not later than 30 days after the beginning of the City's fiscal year (July/June) that commences after the due date of the First Installment, City shall pay District for the unpaid balance of the City Share.

"Project Costs" shall mean the following:

- a. \$17.90 per square foot for right-of-way dedicated by District, should dedication of additional right-of-way (ROW) be necessary; plus
- b. The amount of actual out-of-pocket hard and soft project costs (other than ROW dedication) expended by District specifically on account of the Project; minus
- c. \$17.90 per square foot for ROW dedicated by City, should dedication of additional ROW be necessary. The ROW dedication, if necessary, shall be in a form reasonably acceptable to both parties.
- d. Project Costs shall not include charges for District staff time. The total Project Costs shall be certified by District's engineer or project manager, and shall include the costs and credits associated with dedicated ROW as set forth above. District shall send to City evidence, including, but not limited to detailed invoices, of all Project Costs within thirty (30) days of the date after the final inspection and acceptance of the Project by City. Evidence shall include a certification by the District's engineer or project

manager as to the accuracy of the costs. Except to the extent that the Project is modified by the parties, or to the extent otherwise agreed by the parties, City's reimbursement obligation under this Agreement shall not exceed \$461,861 based on the total preliminary estimate of the project cost of \$1,202,534 as reflected in the conceptual cost estimate prepared by Kittleson & Associates dated February 12, 2015. The Parties acknowledge and agree that this estimated project cost is very preliminary only and it is not based on final design. The preliminary cost estimate is not binding in any way on the parties.

4. District shall provide City written updates every thirty (30) days detailing the progress of the project.
5. This agreement shall terminate 5 years after the last signature herein, except with respect to the obligation to reimburse costs incurred prior to termination.
6. To the extent permitted by Article XI, Sections 8 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party to this Agreement shall defend, save, hold harmless and indemnify each other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this contract, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.
7. Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System. If a party employs subject workers as defined in ORS 656.027, that party shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Each party shall require and ensure that each of its project subcontractors complies with these requirements.
8. District shall procure and maintain at its own expense, during the life of this agreement, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, which approval shall not be unreasonably withheld or delayed, and shall include a provision preventing cancellation without 30 days prior notice to the City in writing. District must provide City with a certificate of insurance evidencing the insurance within five (5) days from District's execution of this agreement. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

- a. General Public Liability and Property Damage Insurance issued to the District and protecting it from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this agreement, whether such operations be by itself or by any contractor under him, or anyone directly or indirectly employed by the District or by a contractor under it.
 - b. All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.
 - c. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to District and protecting it from all claims arising out of or in connection with any operations under this agreement, whether such operations be by itself or by any contractor under it, or anyone directly or indirectly employed by District or by a contractor under it.
9. If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.
 10. District shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement.
 11. Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the parties as follows:

///

///

If to District:

Salem Area Mass Transit District
Attn: Steven Dickey
555 Court Street NE, Suite 5230
Salem, OR 97301

If to City:

City of Keizer
Attn: Bill Lawyer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
503-393-9437

And:

Keizer City Attorney
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
503-856-3434

or to such other address or fax number as either party may hereafter indicate.

Any communication or notice properly addressed and mailed shall be deemed received five (5) calendar days after mailing. Any communication or notice delivered via fax shall be deemed received upon confirmation by the transmitting machine of successful transmittal. Personal delivery shall be effective upon delivery into the possession of the party's representative, or delivery into the possession of any employee at the party's address authorized to accept deliveries on behalf of the party.

12. District and City are, as to each other, independent contractors. This agreement is not intended to, and shall not be construed to, create a partnership, joint venture or master-servant relationship between District and City, nor does the agreement give either party the power to act as a partner, joint venturer or agent on behalf of the other. Nothing in this agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship between City and District.
13. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, proceeding or action between District and City for any cause whatsoever arising out of this agreement, and regardless whether the relief sought is legal or equitable, shall be brought only in the Circuit Court for Marion County in Salem, Oregon; provided, however, that if the claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.


///

///

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this agreement as of the date herein written.

City of Keizer

Salem Area Mass Transit District

By: 

Christopher C. Eppley,
City Manager

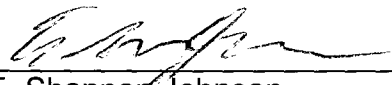
By: _____
Allan Pollock,
General Manager

Dated: 11-28, 2016

Dated: _____, 2016

APPROVED AS TO FORM:

APPROVED AS TO FORM:

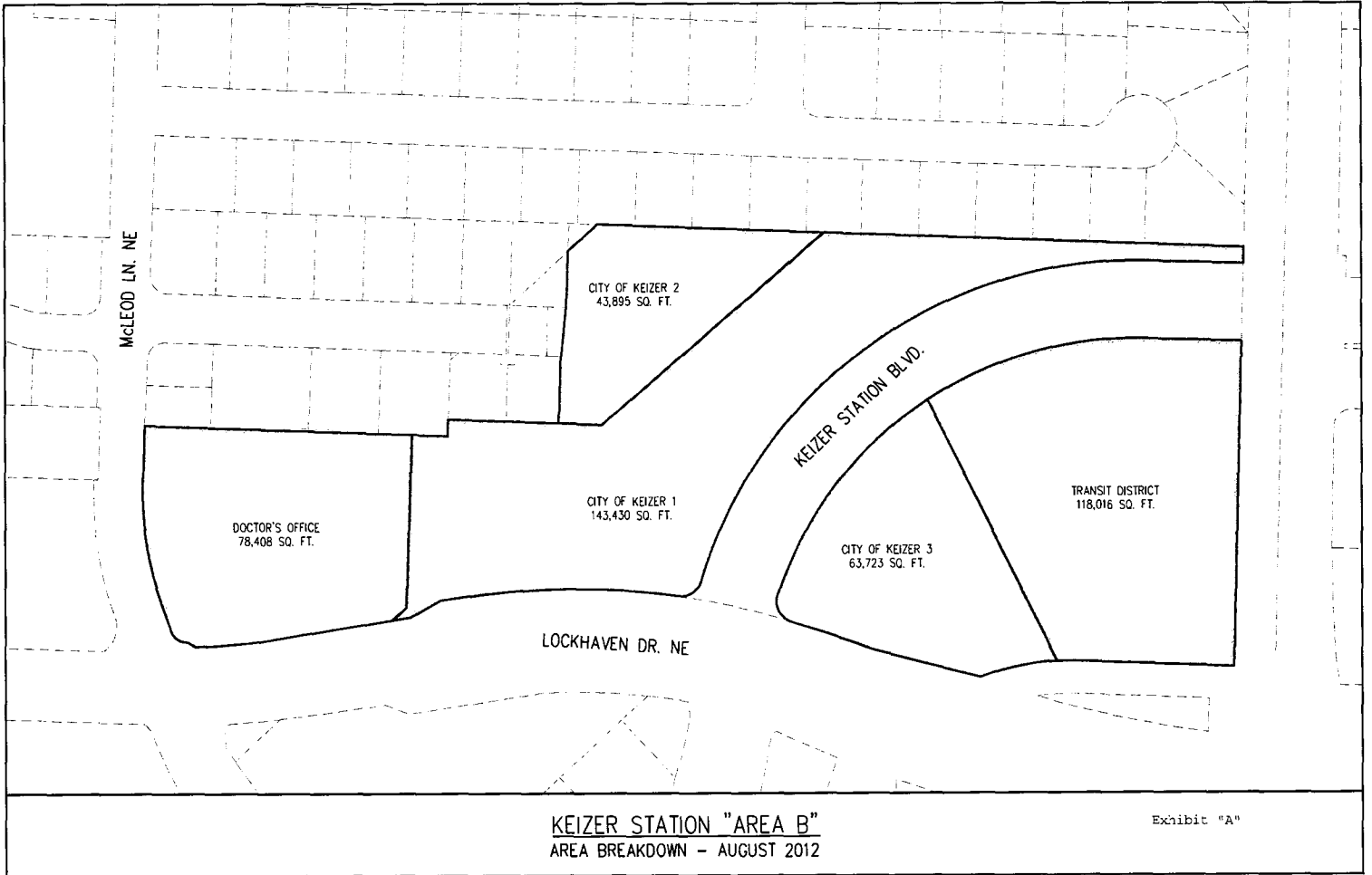


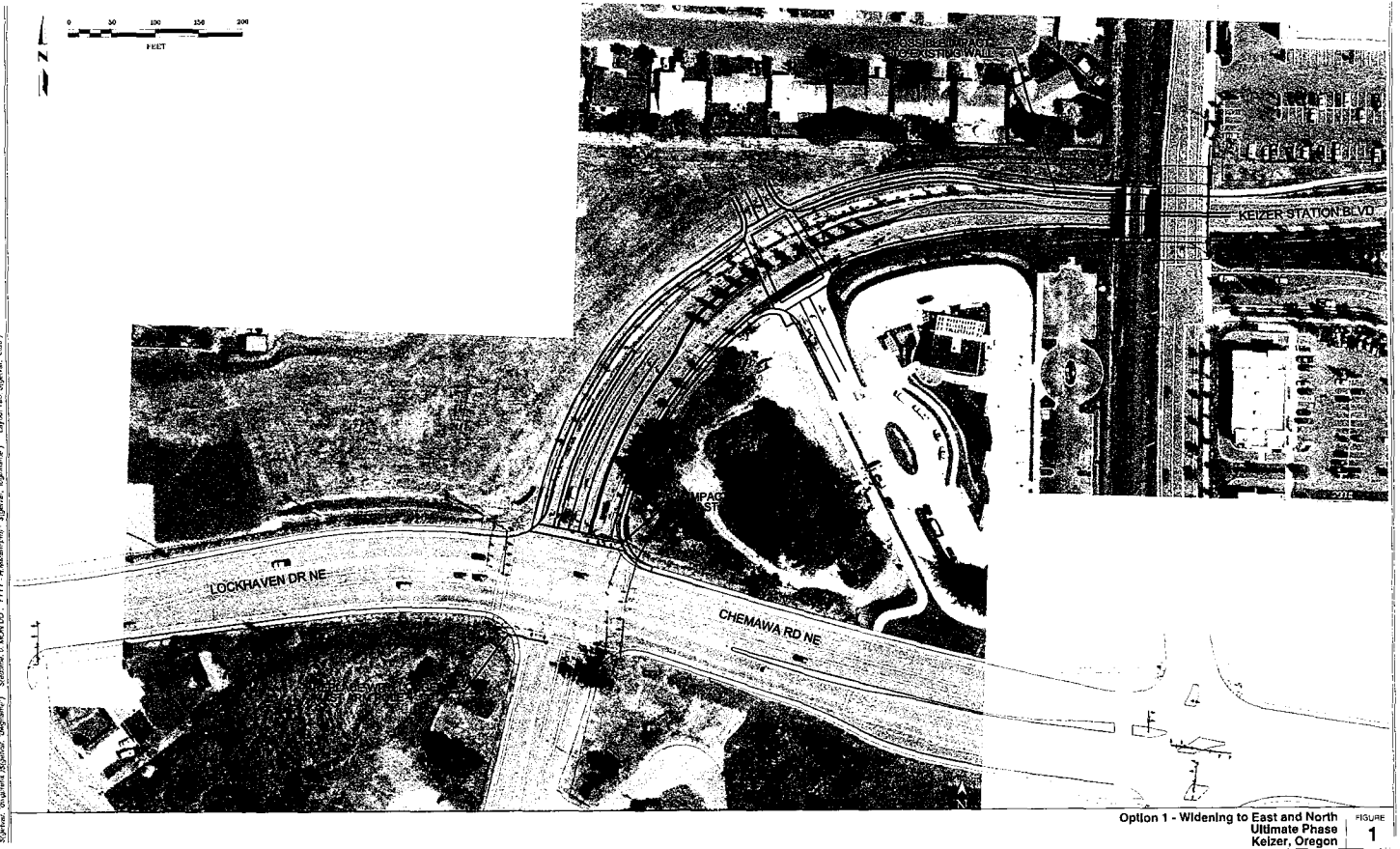
E. Shannon Johnson
City Legal Counsel

Ben C. Fetherston, Jr.
District Legal Counsel

Dated: Nov 28, 2016

Dated: _____, 2016





Option 1 - Widening to East and North Ultimate Phase
Keizer, Oregon

FIGURE 1

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016- 2733
4

5
6 AUTHORIZING CITY MANAGER TO SIGN TRAFFIC
7 IMPROVEMENTS COST SHARING INTERGOVERNMENTAL
8 AGREEMENT WITH SALEM AREA MASS TRANSIT DISTRICT
9

10
11 WHEREAS, the Master Plan for Area B called for a full-movement traffic signal
12 at the access point of the Keizer Transit Center, but allowed the option of moving
13 forward with the Transit Center without the signal conditioned that all traffic movement
14 had to be limited to right-in/right-out only;

15 WHEREAS, the Transit District desires to have the full-movement signal and
16 determined that they could use federal money for their share of the project;

17 WHEREAS, the Salem Area Mass Transit District and the City are authorized to
18 enter into agreements under Oregon Revised Statutes Chapter 190;

19 WHEREAS, the Salem Area Mass Transit District and the City wish to enter into
20 the attached Traffic Improvements Cost Sharing Intergovernmental Agreement;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the City
23 Manager is authorized to sign the attached Traffic Improvements Cost Sharing
24 Intergovernmental Agreement with Salem Area Mass Transit District.
25

1 BE IT FURTHER RESOLVED that the City Manager is directed and authorized
2 to take all action necessary and appropriate in connection with such Traffic
3 Improvements Cost Sharing Intergovernmental Agreement.

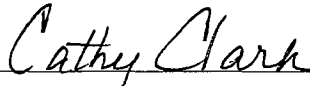
4 BE IT FURTHER RESOLVED that the City's contribution to the project shall be
5 paid out of the Street Fund.


6 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
7 upon the date of its passage.

8 PASSED this 21st day of November, 2016.

9
10 SIGNED this 21st day of November, 2016.

11
12
13
14
15
16
17



Mayor


City Recorder

**TRAFFIC IMPROVEMENTS COST SHARING
INTERGOVERNMENTAL AGREEMENT**

PARTIES:

**CITY OF KEIZER, an Oregon
municipal corporation** ("City")

**SALEM AREA MASS TRANSIT DISTRICT,
an Oregon municipal corporation** ("District")

RECITALS:

- A. District owns property labeled "Transit District" on the attached Exhibit "A". City owns property labeled "City of Keizer 1" and "City of Keizer 3" on the attached Exhibit "A". All subject properties are within Area B of the Keizer Station development. The properties collectively are entitled "subject properties."
- B. There is no traffic signal located on Keizer Station Boulevard at the point where "City of Keizer 3" and "Transit District" properties meet. Due to the current configuration and lack of a traffic signal, the traffic movements to/from Keizer Station Boulevard are limited to "right-in/right-out" only for all the subject properties.
- C. District and City wish to enter into an intergovernmental agreement to set forth the rights and responsibilities of the parties with regard to the construction of a full- movement, signalized intersection on Keizer Station Boulevard as conceptually shown in Exhibit "B" attached and by this referenced incorporated herein.
- D. The traffic improvement project will benefit all subject properties.
- E. District wishes to begin construction of the traffic improvement project as stated above. City and District wish to memorialize the terms under which District will build the traffic improvement project and City will reimburse District for a portion of the project costs.

NOW, THEREFORE, in consideration of promises made herein, the parties agree as follows:

AGREEMENT:

- 1. District shall construct the traffic improvement project described as follows (the "Project"):

- a. The construction of full-movement traffic signal (including left turn arrows).
- b. Widening of travel road surface and lane marking for right and left turns.
- c. Full curb and sidewalk improvements or replacement.
- d. Transportation improvements to the Lockhaven/Chemawa/Keizer Boulevard intersection, including signal modification and an additional left turn lane.

The project is depicted in Exhibit "B". Upon mutual written consent of the parties, the project may be modified from the depiction shown in Exhibit "B".

- 2. The project shall be completed no later than 9 months after the Notice to Proceed is issued to the District's main construction contractor, subject to force majeure delays outside of the control of the District or its construction contractor or subcontractors.
- 3. Subject to the maximum reimbursement as set forth in the last paragraph of this Section 3, City shall reimburse District 20% of the final certified Project Costs (the "City Share") within the following time frame: Within 30 days after the date District sends the final certified Project Costs (defined below) to City, City shall pay District 1/2 of the City Share (the "First Installment"). Not later than 30 days after the beginning of the City's fiscal year (July/June) that commences after the due date of the First Installment, City shall pay District for the unpaid balance of the City Share.

"Project Costs" shall mean the following:

- a. \$17.90 per square foot for right-of-way dedicated by District, should dedication of additional right-of-way (ROW) be necessary; plus
- b. The amount of actual out-of-pocket hard and soft project costs (other than ROW dedication) expended by District specifically on account of the Project; minus
- c. \$17.90 per square foot for ROW dedicated by City, should dedication of additional ROW be necessary. The ROW dedication, if necessary, shall be in a form reasonably acceptable to both parties.
- d. Project Costs shall not include charges for District staff time. The total Project Costs shall be certified by District's engineer or project manager, and shall include the costs and credits associated with dedicated ROW as set forth above. District shall send to City evidence, including, but not limited to detailed invoices, of all Project Costs within thirty (30) days of the date after the final inspection and acceptance of the Project by City. Evidence shall include a certification by the District's engineer or project

manager as to the accuracy of the costs. Except to the extent that the Project is modified by the parties, or to the extent otherwise agreed by the parties, City's reimbursement obligation under this Agreement shall not exceed \$461,861 based on the total preliminary estimate of the project cost of \$1,202,534 as reflected in the conceptual cost estimate prepared by Kittleson & Associates dated February 12, 2015. The Parties acknowledge and agree that this estimated project cost is very preliminary only and it is not based on final design. The preliminary cost estimate is not binding in any way on the parties.

4. District shall provide City written updates every thirty (30) days detailing the progress of the project.
5. This agreement shall terminate 5 years after the last signature herein, except with respect to the obligation to reimburse costs incurred prior to termination.
6. To the extent permitted by Article XI, Sections 8 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party to this Agreement shall defend, save, hold harmless and indemnify each other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this contract, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.
7. Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System. If a party employs subject workers as defined in ORS 656.027, that party shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Each party shall require and ensure that each of its project subcontractors complies with these requirements.
8. District shall procure and maintain at its own expense, during the life of this agreement, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, which approval shall not be unreasonably withheld or delayed, and shall include a provision preventing cancellation without 30 day's prior notice to the City in writing. District must provide City with a certificate of insurance evidencing the insurance within five (5) days from District's execution of this agreement. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

- a. General Public Liability and Property Damage Insurance issued to the District and protecting it from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this agreement, whether such operations be by itself or by any contractor under him, or anyone directly or indirectly employed by the District or by a contractor under it.
 - b. All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.
 - c. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to District and protecting it from all claims arising out of or in connection with any operations under this agreement, whether such operations be by itself or by any contractor under it, or anyone directly or indirectly employed by District or by a contractor under it.
9. If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.
 10. District shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement.
 11. Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the parties as follows:

///

///

If to District:

Salem Area Mass Transit District
Attn: Steven Dickey
555 Court Street NE, Suite 5230
Salem, OR 97301

If to City:

City of Keizer
Attn: Bill Lawyer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
503-393-9437

And:

Keizer City Attorney
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
503-856-3434

or to such other address or fax number as either party may hereafter indicate.

Any communication or notice properly addressed and mailed shall be deemed received five (5) calendar days after mailing. Any communication or notice delivered via fax shall be deemed received upon confirmation by the transmitting machine of successful transmittal. Personal delivery shall be effective upon delivery into the possession of the party's representative, or delivery into the possession of any employee at the party's address authorized to accept deliveries on behalf of the party.

12. District and City are, as to each other, independent contractors. This agreement is not intended to, and shall not be construed to, create a partnership, joint venture or master-servant relationship between District and City, nor does the agreement give either party the power to act as a partner, joint venturer or agent on behalf of the other. Nothing in this agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship between City and District.
13. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, proceeding or action between District and City for any cause whatsoever arising out of this agreement, and regardless whether the relief sought is legal or equitable, shall be brought only in the Circuit Court for Marion County in Salem, Oregon; provided, however, that if the claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

///

///

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this agreement as of the date herein written.

City of Keizer

Salem Area Mass Transit District

By: _____
Christopher C. Eppley,
City Manager

By: _____
Allan Pollack,
General Manager

Dated: _____, 2016

Dated: _____, 2016

APPROVED AS TO FORM:

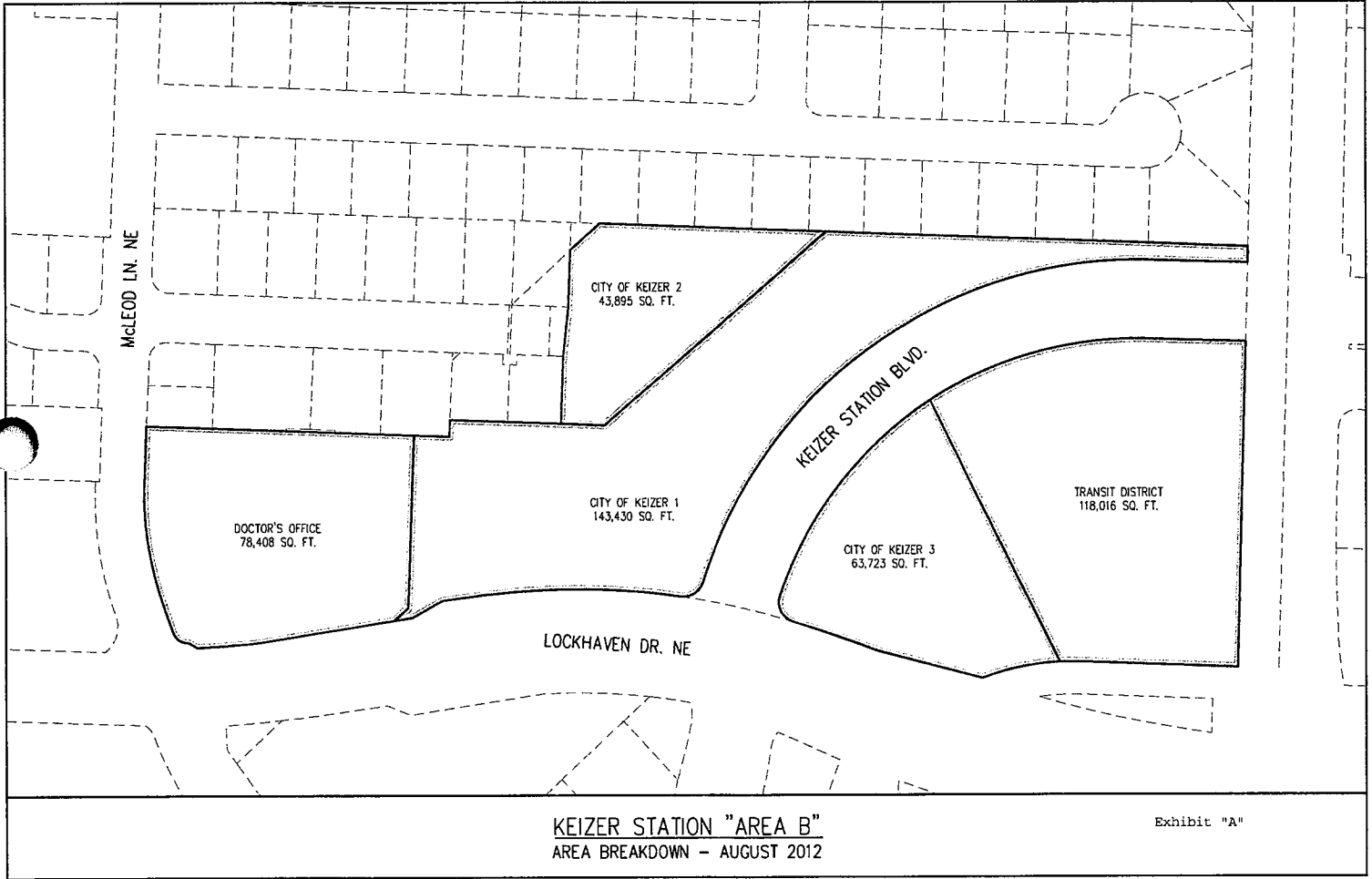
APPROVED AS TO FORM:

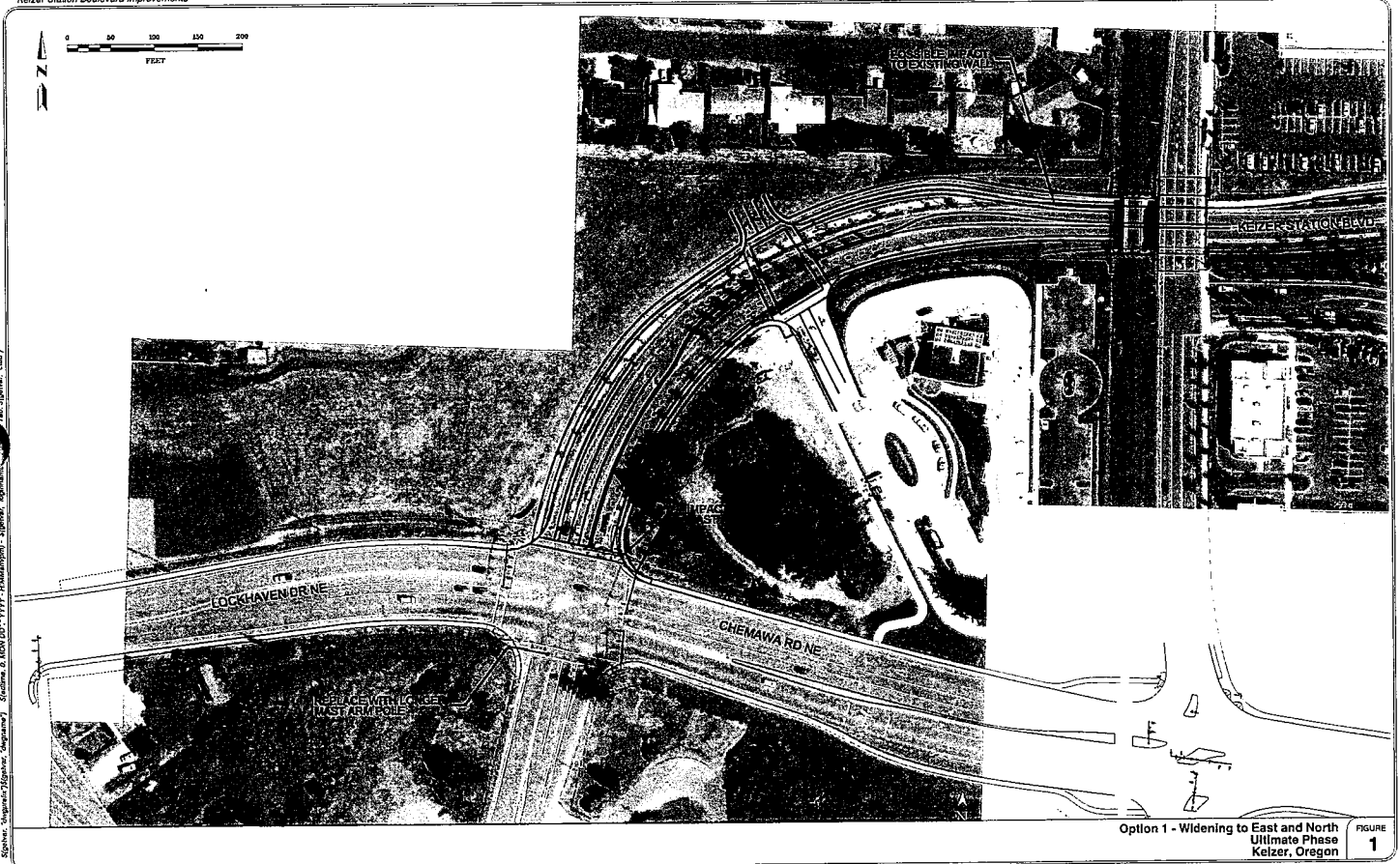
E. Shannon Johnson
City Legal Counsel

Ben C. Fetherston, Jr.
District Legal Counsel

Dated: _____, 2016

Dated: _____, 2016





Option 1 - Widening to East and North
Ultimate Phase
Kelso, Oregon

FIGURE
1

MEMO TO: BOARD OF DIRECTORS

FROM: STEPHEN DICKEY, DIRECTOR OF TRANSPORTATION DEVELOPMENT

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: AUTHORIZE THE GENERAL MANAGER TO NEGOTIATE A SOLE SOURCE CONTRACT FOR ADDITIONAL DESIGN OF THE KEIZER TRANSIT CENTER SIGNALIZED INTERSECTION

Issue

Shall the Board authorize the General Manager to negotiate a sole source contract with Kittleson and Associates, Inc. for additional design, engineering, and National Environmental Protection Act (NEPA) work needed for the construction of a signalized intersection at the entrance of the Keizer Transit Center (KTC) at a cost not to exceed \$145,000?

Background

In 2011, the City of Keizer developed a Master Plan for Area B the Keizer Station development that incorporated the function of the KTC into the overall development. An element included in the Master Plan was a signalized intersection to be located at the entrance of the KTC. This intersection also included a drive access serving the parcels and future businesses on the opposite side of Keizer Station Boulevard across from the entrance to the KTC.

In the summer of 2012, the KTC opened and service began to operate. The project ultimately came in under budget with project revenue remaining after expenses had been paid. After a year of operation, planning and operations staff determined that the time loss for each route having to travel through the commercial area of Keizer Station in order to proceed to their routes was four minutes. With a signal and still operating one route through Keizer Station, the amount of time each day saved is nine hours. This service will be used to provide better coverage in the SAMTD service area. The signalized intersection will also help people using the park and ride lot, which (based on periodic observations) is currently being used at around 60% of capacity, to have better access in and out of the KTC.

As a result of the information presented by planning and operations, and the sufficient grant funds that remain from the KTC project, it was determined that construction of the intersection would be the best use of the remaining funds.

On September 30, 2014, SAMTD released a Request for Proposals (RFP) soliciting design and engineering services for the project. The closing date for submittals was October 30, 2014. The proposals were reviewed and scored based on qualifications only. (Architectural and Engineering procurements are not allowed to use cost as a selection criteria; cost is negotiated after selection.) Two proposals were received from Kittleson & Associates, Inc. with Parsons-Brinckerhoff as the civil engineer sub-contractor, and from Century West Engineering with DKS Associates as the traffic engineer sub-contractor. Both submittals were highly qualified to perform the work required.

On December 12, 2014, a selection was made. The final decision was based on project environment familiarity and the time/cost savings associated with not having to become familiar with the existing conditions. Kittleson & Associates was the traffic signal design engineer for the Keizer Station development and Parsons-Brinckerhoff was the civil engineering sub-contractor for the KTC.

During initial meetings with the City of Keizer, it was determined that traffic impacts from a fully functional signalized intersection at the entrance to the Keizer Transit Center would require modifications to Keizer Station Boulevard, and the intersection of Keizer Station Boulevard, Chemawa Road, and Lockhaven Drive. The original contract with Kittleson and Associates did not include design, engineering, and NEPA work to accommodate the modifications. Since Kittleson and Associates was already under contract for the KTC signalized intersection project, it was determined to be in the best interest of the district to contract with them for the rest of the work associated with the project. A copy of the Sole Source Contract is found in **(ATTACHMENT A)**. The decision to procure their services as a sole source was based on the need to avoid duplication of effort and cost incurred by having a second firm performing the same work on a piece of a project that is already in progress.

Recommendation

Staff recommends the Board authorize the General Manager to negotiate a sole source contract with Kittleson and Associates, Inc. for additional design, engineering, and National Environmental Protection Act (NEPA) work needed for the construction of a signalized intersection at the entrance of the Keizer Transit Center at a cost not to exceed \$145,000.

Proposed Motion

I move the Board authorize the General Manager to negotiate a sole source contract with Kittleson and Associates, Inc. for additional design, engineering, and National Environmental Protection Act (NEPA) work needed for the construction of a signalized intersection at the entrance of the Keizer Transit Center at a cost not to exceed \$145,000.

MEMO TO: BOARD OF DIRECTORS
FROM: PATRICIA FEENY, DIRECTOR OF COMMUNICATION
THRU: ALLAN POLLOCK, GENERAL MANAGER
SUBJECT: COMMERCIAL ADVERTISING RESOLUTION AND POLICY

Issue

Shall the Board adopt Resolution #2016-08 to revise existing standards for commercial advertising on district property and establish a new commercial advertising policy?

Background and Findings

The Board adopted Resolution #00-10 on September 21, 2000 to establish advertising standards for interior and exterior bus advertising. On August 24, 2006, the Board adopted Resolution #06-09 to establish a new policy to include exterior and interior advertising on buses, paratransit vehicles and bus shelters. On December 9, 2010, the Board adopted amending Resolution #10-08 declaring “that it does not intend to create or establish a public forum of any kind for the display of speech.” Resolution #10-08 (Attachment A) also served as District policy by providing guidelines to potential advertising vendors and identifying which vehicles and what content would be deemed acceptable, in contract terms, regulating the placement of revenue generating advertising on District vehicles. It was written to address both the placement and content of advertising on District vehicles.

The current standards do not address the promotion, sell or use of electronic cigarettes nor do they address the promotion, sell or use of cannabis or cannabis-related products.

To date, revised standards for advertising on district property have been presented for review and discussion at two Board work sessions. The revised standards in the proposed Policy #117 in Resolution #2016-08 (Attachment B) reflect the input, feedback and guidance from board members and legal counsel. Additional standards for advertising of electronic cigarettes and cannabis or cannabis-related products were also incorporated.

Recommendation

Staff recommends the Board adopt Resolution #2016-08 to establish Policy #117 for Salem Area Mass Transit District to advertise on District property.

Proposed Motion

I move the Board adopt Resolution #2016-08 to establish Policy #117 for Advertising on District Property; thereby rescinding and replacing Resolution #10-08 adopted on December 9, 2010.

RESOLUTION #10-08

A RESOLUTION ESTABLISHING NEW STANDARDS FOR BUS ADVERTISING

WHEREAS, the Salem Area Mass Transit District, hereafter referred to as "District", is duly established and empowered under ORS 267; and

WHEREAS, the Salem Area Mass Transit District adopted Resolution #06-09, establishing advertising standards for interior and exterior bus advertising on August 24, 2006; and

WHEREAS, the Board of Directors wishes to amend and replace said Resolution #06-09 by adopting the advertising policy herein;

WHEREAS, the Board of Directors finds that it is in the best interest of the District to modify its previous policy; and

WHEREAS, the Board of Directors wishes to adopt a bus and facility advertising policy that takes into account and includes the following interests:

1. Generating revenues from advertising while maintaining and attracting ridership by prohibiting offensive advertising;
2. Promoting and maintaining an orderly administration and operation of the District's transportation system;
3. Maintaining the safety of passengers and employees;
4. Protecting minors who travel on the District's transportation system;
5. Avoiding any potential identification of the District with the viewpoints or advertisements of advertisers; and
6. Supporting access to advertising for local businesses.

WHEREAS, the Board of Directors declares that it does not intend to create or establish a public forum of any kind for the display of speech;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALEM AREA MASS TRANSIT DISTRICT:

1. THAT District buses, paratransit vehicles, CARTS vehicles, passenger shelters, and customer service waiting areas may be made available for exterior and interior commercial advertising subject to the terms and conditions of this advertising policy. The foregoing locations for commercial advertising shall not be a public forum for display of speech.
2. THAT no advertisement will be displayed or maintained if the advertisement or information contained in it:
 - a. Is false, misleading or deceptive;
 - b. Promotes unlawful or illegal goods, services or activities;
 - c. Implies or declares an endorsement by the District of any goods, services or activities;
 - d. Contains any nudity, obscenity, sexual conduct, sexual excitement, or sadomasochistic abuse as those terms are defined in **ORS 167.060**, and as such law may be amended, modified or supplemented;

- e. Contains an image or description which, if furnished or sent to a minor would give rise to a violation of **ORS 167.0645, 167.070, 167.075, and/or 167.080**, and as such law may be amended, modified or supplemented;
 - f. Contains an image or description which would give rise to a violation of **ORS 167.087 and/or 167.090**, as such law may be amended, modified or supplemented;
 - g. Promotes the sale of tobacco or tobacco-related products;
 - h. Promotes the sale of wine, liquor, beer, or distilled spirits;
 - i. Promotes gambling activity or any establishment whose primary business or primary income is derived from the conduct of gambling with the exception of the Oregon Lottery whose funds are transferred to the state of Oregon to help fund critical programs that support education, economic development and natural resources;
 - j. Is demeaning or disparaging to an individual or a group, or is defamatory;
 - k. Supports or opposes a candidate, an issue, or cause;
 - l. Supports or opposes a religion, denomination, creed, tenet, or belief;
 - m. Displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device; or
 - n. Is signage or a display that would interfere in any way with a passenger's ability to access devices or equipment used by the passenger, such as stop request signal controls, or equipment designed to assist persons with disabilities.
 - o. Incorporates any rotating, revolving, or flashing devices, or any other moving parts, for on-bus advertising only.
3. THAT nothing in this policy shall apply to display advertisements and notices placed by the District on District buses, paratransit vehicles, CARTS vehicles, passenger shelters, and in customer service waiting areas.
4. THAT design standards for advertising on District vehicles and facilities shall be established and maintained by the General Manager or his/her designee and the financial terms and conditions for all advertising will be set forth in a written contract signed by the General Manager and the advertiser or advertiser's representative.
5. THAT the Board of Directors reserves the right to amend these policies at any time.

ADOPTED by the Board of Directors this 9th day of December 2010.



**President
Board of Directors**

ATTEST:



**Secretary
Board of Directors**

WHEREAS, the Salem Area Mass Transit District, hereafter referred to as "District," is duly established and empowered under ORS 267; and

WHEREAS, the Board of Directors adopted Resolution #00-10 on September 21, 2000 to establish advertising standards for interior and exterior bus advertising; and on August 24, 2006, the Board adopted Resolution #06-09 to include exterior and interior advertising on buses, paratransit vehicles and bus shelters; and on December 9, 2010, the Board adopted Resolution #10-08 to include a declaration that it does not intend to create or establish a public forum of any kind for the display of speech.

WHEREAS, the Board of Directors wishes to establish a new General Administrative Policy #117 for Advertising on District Property; and incorporate standards to address the promotion, sale or use of electronic cigarettes and cannabis or cannabis-related products in the new policy.

WHEREAS, the policy goals will continue to take into account the following interests:

- a. Generating revenues from advertising while maintaining and attracting ridership by prohibiting offensive advertising;
- b. Promoting and maintaining an orderly administration and operation of the District's transportation system;
- c. Maintaining the safety of passengers and employees;
- d. Protecting minors who travel on the District's transportation system;
- e. Avoiding any potential identification of the District with the viewpoints or advertisements of advertisers;
- f. Supporting access to advertising for local businesses; and
- g. A declaration that the Board does not intend to create or establish a public forum of any kind of the display of speech.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALEM AREA MASS TRANSIT DISTRICT:

THAT the Board will rescind and replace Resolution #10-08 with Resolution #2016-07 to establish the General Administrative Policy #117 for Advertising on District Property.

ADOPTED by the Board of Directors on this 8th day of December, 2016; to become effective immediately upon the date of its passage.

ATTEST:

Robert Krebs, President

John Hammill, Secretary

117.01 APPLICATION

The advertising policy applies to all advertisements on Salem Area Mass Transit District (SAMTD) property including the exterior and interior of revenue vehicles (e.g., buses, paratransit vehicles), facilities (e.g., passenger shelters, and customer service waiting areas).

117.02 PURPOSE

The primary purpose of the Salem Area Mass Transit District is to provide safe and efficient public transportation. Consistent with this purpose, the District places great importance on maintaining secure, safe, comfortable and convenient vehicles and facilities which, among other things, retains existing riders and attracts new users. To generate additional revenue while also accomplishing the primary objectives of transit operations, SAMTD will accept commercial advertising and public service announcements only if it complies with this policy. In adopting this policy, SAMTD wants to ensure that all commercial advertising and public service announcements on district property is tasteful, visually appealing and not offensive to our customers, stakeholders and the general public. This policy sets clear guidelines for the selection and placement of commercial advertising and public service announcements on District property.

117.03 NON-PUBLIC FORUM

SAMTD's acceptance of advertising through its advertising contractor is not intended to provide or create a public forum for expressive activities, but rather to make use of District assets held in a proprietary capacity in order to generate advertising revenue to support its transit operations. In furtherance of that discreet and limited objective, the District retains strict control over the nature of the advertising accepted. Certain types of advertisements interfere with the program's primary purpose of generating supplemental revenue to benefit the transit system. This policy advances the advertising program's revenue-generating objective by prohibiting advertisements that could detract from the District's primary objective of providing safe and efficient public transportation by creating substantial controversy, interfering with and diverting resources from transit operations, or posing significant risks of harm, inconvenience or annoyance to transit passengers, operators and vehicles. Such advertisements create an environment that is not conducive to

benefiting the transit system or preserving and enhancing the security, safety, comfort and convenience of its operations.

117.04 POLICY GOALS

- a. Generating revenues from advertising while maintaining and attracting ridership by prohibiting offensive advertising;
- b. Maintaining a professional and safe operating environment for all passengers and employees;
- c. Avoiding identification of SAMTD with advertising or advertisers' viewpoints;
- d. Maximizing farebox revenue by attracting and maintaining ridership;
- e. Promoting and maintaining an orderly administration and operation of the District's transportation system;
- f. Protecting minors who travel on the District's transportation system;
- g. Supporting access to advertising for local businesses.

117.05 ADVERTISING CONTENT STANDARDS

SAMTD will permit advertising that is Commercial Advertising or a Public Service Announcement, so long as it does not contain any prohibited content. For the purposes of this policy, "Commercial Advertising" is an advertisement of which the sole purpose is to solicit a consumer to procure goods or services from the advertiser. Commercial Advertising does not include advertising that also conveys a religious or political message or advocates an opinion on public issues. For the purposes of this policy, a "Public Service Announcement" is defined in Section 117.06, below.

SAMTD will limit advertising messages to those that do not include any content that is prohibited. Advertising is prohibited if it includes content that:

- a. Is false, misleading or deceptive;
- b. Promotes unlawful or illegal goods, services or activities;
- c. Implies or declares an endorsement by the District of any goods, services or activities;
- d. Contains any nudity, obscenity, sexual conduct, sexual excitement, or sadomasochistic abuse as those terms are defined in ORS 167.060, and as such law may be amended, modified or supplemented;

- e. Contains an image or description which, if furnished or sent to a minor would give rise to a violation of ORS 167.070 or 167.080, and as such law may be amended, modified or supplemented;
- f. Contains an image or description which would give rise to a violation of ORS 167.090, as such law may be amended, modified or supplemented;
- g. Promotes the sale or use of tobacco or nicotine products, including cigarettes, cigars and smokeless tobacco;
- h. Promotes the sale or use of electronic cigarettes;
- i. Promotes the sale or use of cannabis or cannabis-related products;
- j. Promotes the sale of wine, liquor, beer, or distilled spirits;
- k. Promotes gambling activity or any establishment whose primary business or primary income is derived from the conduct of gambling with the exception of the Oregon Lottery whose funds are transferred to the state of Oregon to help fund critical programs that support education, economic development and natural resources;
- l. Is demeaning or disparaging to an individual or a group, or is defamatory;
- m. Supports or opposes a candidate, an issue, or cause;
- n. Supports or opposes a religion, denomination, creed, tenet, or belief;
- o. Displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device; or
- p. Is signage or a display that would interfere in any way with a passenger's ability to access devices or equipment used by the passenger, such as stop request signal controls, or equipment designed to assist individuals with disabilities;
- q. Incorporates any rotating, revolving, or flashing devices, or any other moving parts (for on-bus advertising only).

117.06 PUBLIC SERVICE ANNOUNCEMENTS

Public Service Announcement advertising is permitted if it is not prohibited under Section 117.05 and it satisfies the following criteria:

- a. The sponsor of a Public Service Announcement must be a government entity or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; and

- b. The Public Service Announcement must be directed to the general public or a significant segment of the public and relate to:
- Prevention or treatment of illnesses;
 - Promotion of safety or personal well-being;
 - Education or training;
 - Provision of children and family services;
 - Solicitation by broad-based contribution campaigns that provide funds to multiple charitable organizations; or
 - Provision of services and programs that provide support to low income citizens, senior citizens, and people with disabilities.

117.07 PLACEMENT OF ADVERTISING

All advertising must comply with SAMTD safety guidelines for operations with regard to visibility.

117.08 ADDITIONAL REQUIREMENTS

Any advertising in which the identity of the sponsor is not readily identifiable must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point for interiors):

“Advertisement paid for by (name of sponsor)”

117.09 TRANSIT SYSTEM INFORMATION AND PROMOTION

SAMTD reserves the right to display advertising and information that pertain to SAMTD operations, programs and promotions, consistent with the standards herein.

117.10 IN-KIND TRADE AND PARTNERSHIP ADVERTISING

In-kind trade and partnership advertising resulting in an equal exchange of value from a third party may be executed at the discretion of the General Manager or his/her designee to authorize use of the District logo for in-kind and partnership advertising purposes.

117.11 APPROVAL

SAMTD or its independent contractor shall reject advertising that does not comply with the standards set forth in this policy.

SAMTD or its independent contractor will work with advertisers to resolve issues regarding advertisements that do not comply with these policies and

procedures. Resolution may include modification of the art, copy, or both, solely at the advertiser's expense.

117.12 APPEALS

An advertiser may appeal a decision to reject or remove a paid advertisement by filing a written request to SAMTD's General Manager within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of SAMTD's advertising policies and standards. Decisions regarding free advertising requests are final and may not be appealed.

The General Manager may consult with District legal counsel.

The General Manager will review the basis for the rejected or removed advertisement and will consider the advertiser's reasons for filing the request.

The General Manager will make a decision on the request and will notify the advertiser of its decision in writing within ten (10) business days after receiving the advertiser's appeal request.

117.13 SAMTD RIGHTS AND RESPONSIBILITIES

SAMTD reserves the right to modify these policies as it deems necessary to comply with legal mandates, or to facilitate its primary transportation function, or to fulfill the purpose of the advertising program, or to achieve the objectives of the advertising program.

The SAMTD General Manager and the SAMTD Communication Director are responsible for the implementation of the SAMTD Advertising Policy.

Adopted by:

Date:

President, SAMTD Board of Directors / General Manager

Date

MEMO TO: BOARD OF DIRECTORS

**FROM: CHRIS FRENCH, SENIOR PLANNER
STEVE DICKEY, DIRECTOR OF TRANSPORTATION DEVELOPMENT**

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: CHERRIOTS JANUARY 3, 2017 SERVICE CHANGE

Issue

This memo is to provide information on the January 3, 2017 service change

Background and Findings

In September 2015 Cherrriots launched the Moving Forward major service change. Since then, staff has been monitoring and modifying the new service based on evaluating on-time performance data as well as feedback received from riders, transit operators, and customer service.

Although staff have seen some positive results from these modifications, we now believe more substantial changes are required to keep the buses running on time and to fulfill our strategic priorities of *providing an exceptional transportation experience* and *improving connectivity*.

GOALS OF MOVING FORWARD

As a reminder, the goals of the Moving Forward project included:

- Providing more **frequent service** on the busiest corridors
- Adding more **midday service** to meet demand
- Guaranteeing better **evening service** on all routes
- Having **consistent frequencies** throughout the day
- **Reducing one-way loops** at the end of routes
- **Reducing transfers** by designing more crosstown routes

ONGOING ISSUES SINCE MOVING FORWARD

Since the implementation of Moving Forward, a number of issues have consistently surfaced, including problems with:

- **Reliability**—Buses on crosstown routes with 15-minute service have struggled to stay on time.
- **Timed Connections**—Many riders find it more challenging to transfer between routes at the Downtown Transit Center (DTC).

- **Route Complexity and Numbering**—Many riders are confused by the “A” routes, crosstown routes that travel through downtown and route numbers overlaps (e.g. 1 and 1X, 10 and CARTS 10).

REVISED GOALS

Staff still believes we can accomplish most of the goals of Moving Forward, but staff no longer plans to pursue the goal of “reducing transfers by designing more crosstown routes.”

Instead, staff will seek to **facilitate transfers** at the Downtown Transit Center. We do not believe we currently have the tools necessary to make the crosstown routes successful and our focus on crosstown routes has put in jeopardy our ability to meet the other goals of Moving Forward.

Additionally, with the planned changes staff plans to add goals of **increasing reliability** and **simplifying route complexing and numbering**.

SOLUTIONS TO ONGOING ISSUES

In order to address the above issues, staff plans to make the following changes on January 3, 2017.

1. Splitting Routes Traveling through Downtown Transit Center

The goal is to reduce confusion at DTC. This change should also help keep the buses on the 15-minute routes on time.

MORE DETAILS:

- Routes 1 and 5/5A will each be split. The new route halves will be completely independent from one another (no interlining). Runtime and recovery time will be added to all four new routes for much of the day.
 - Route 1 will be split into **Route 19** on Broadway and River Rd and **Route 21** on South Commercial.
 - Route 5/5A will also be split into **Route 17** traveling into West Salem along Edgewater and Gerth, and **Route 5** traveling down Center.
- Routes 6 and 13 will each be split. This split will be more cosmetic in order to help riders at Downtown Transit Center (DTC) figure out which bus to get on.
 - Route 6 will be split into **Route 6** on Mission/Fairview Industrial/Rees Hill and **Route 16** on Wallace in West Salem. Buses coming into DTC as the 6 will change into the 16. Buses coming into DTC at the 16 will change into the 6.

- Route 13 will be split into **Route 13** on Silverton Road and **Route 22** doing the Library Loop. Buses coming into DTC as Route 13 will change into Route 22, and buses coming into DTC as Route 22 will change into Route 13.

2. More Pulsing at Downtown Transit Center

The goal of this change is to help riders transfer between routes at DTC.

MORE DETAILS:

- The new **Routes 5, 17, 19, and 21** will all pulse out of DTC at :00, :15, :30, and :45 to help facilitate transfers between each other, as well as the other routes pulsing at the top and bottom of the hour.
- The new **Routes 6, 13, 16, and 22** will still not be pulsed in all cases, but staff is working on a long-term solution for these.

3. Eliminating “A” Routes

The purpose of the “A” routes was to help provide extra coverage in some areas without compromising more frequent service on the main corridors. However, the slight variations in paths, as well as the use of the letter “A” has been confusing to many riders.

This change will eliminate all “A’s” by both renumbering some routes and wrapping others together.

MORE DETAILS:

- The new Routes 5 and 17 will not have A routes. All Route 5 buses will take the same path on the east side. All Route 17 buses will travel down Gerth instead of Patterson. Buses leaving DTC at :00 and :30 will go into Kingwood West / Capitol Manor, and buses leaving DTC at :15 and :45 will not. However, we will not use an A to show this. Instead we will use a combination of the route schedules and the headsigs.
- The new Route 9 will follow the same path as the current Route 9A (River to Parkmeadow to Wheatland) and run every 30 minutes.
- Route 8A will be renumbered to Route 18. Routes 8 and 18 will still pick up and drop off in the same bay at DTC, and they will still be published on the same print schedule.
- Route 4A will be renumbered to Route 24. Routes 4 and 24 will still pick up and drop off in the same bay at DTC, and they will still be published on the same print schedule.

- **Removing Route Number Overlaps**

The goal of this change is to help eliminate confusion between routes with similar numbers.

MORE DETAILS:

- Route 10 will become **Route 23** so it isn't confused with CARTS 10.
- In May 2017, Route 2X will become **Route 60X** to avoid confusion with Route 2 and SMART 2X.
- There will no longer be a Route 1 because we cannot change Route 1X's number (which is based on SMART's numbering convention).

EQUITY ANALYSIS

Staff does not classify the splitting of the routes as a Major Service Change since the routes are not fully being removed or added, and the routes paths and frequencies are mostly staying the same. Additionally, in all cases revenue hours are either remaining the same or increasing, but the increases are not more than 25%.

The wrapping together of Routes 9/9A, as well as the wrapping together of Routes 5/5A; also do not meet the definition of a Major Service Change.

As these changes do not meet the definition of Major Service Changes, staff is not required to test for potential adverse effects, disparate impacts, and disproportionate burdens.

Recommendation

None

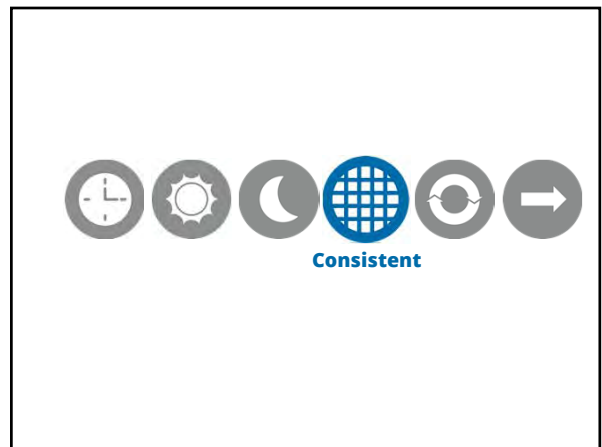
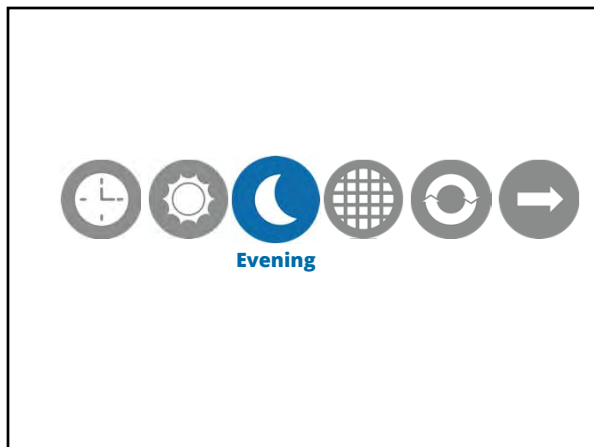
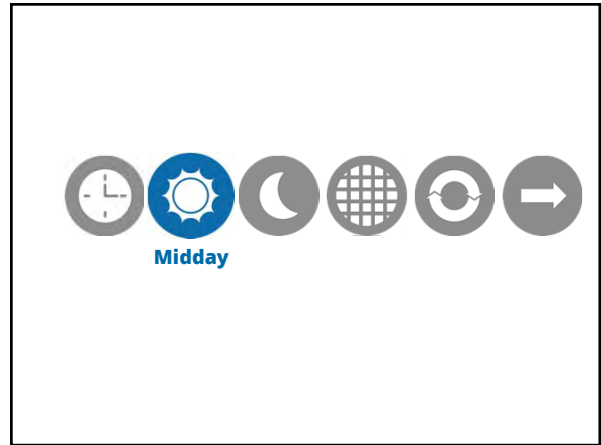
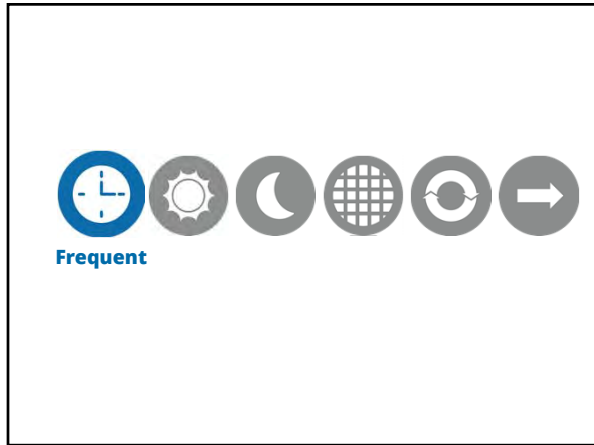
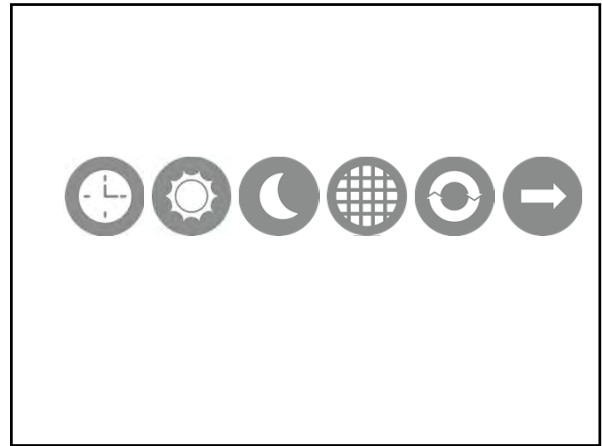
Proposed Motion

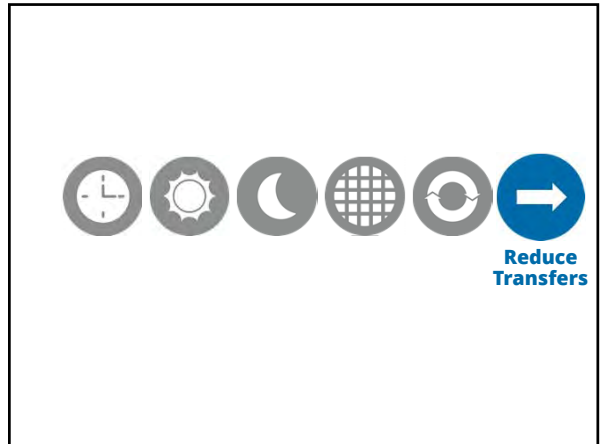
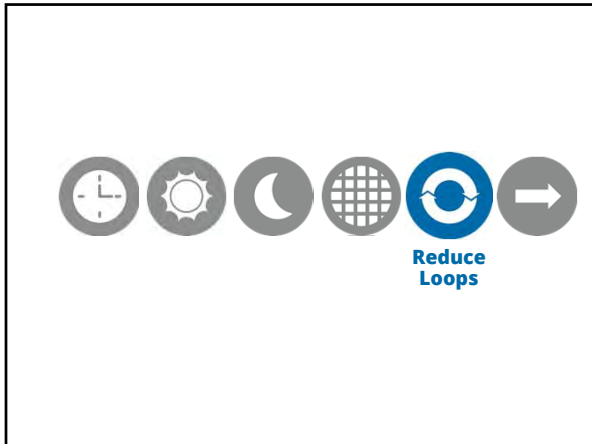
None

Service Change

January 3, 2017

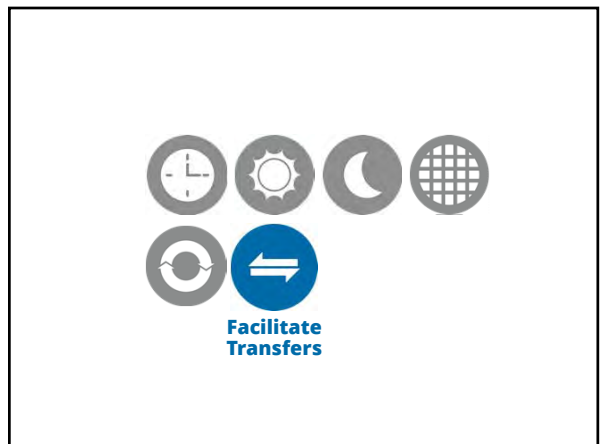
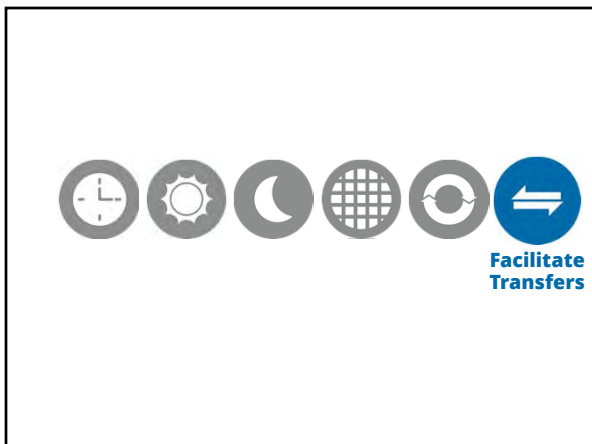
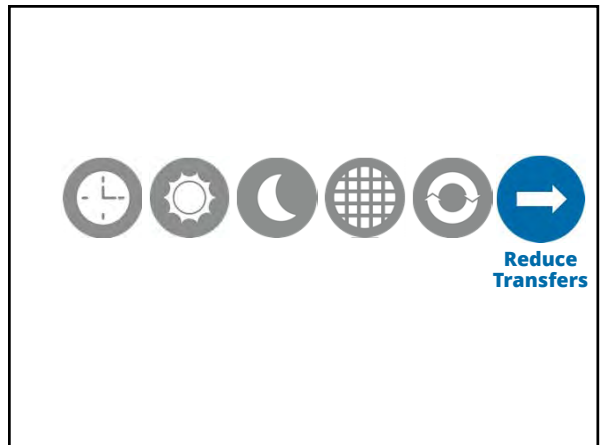


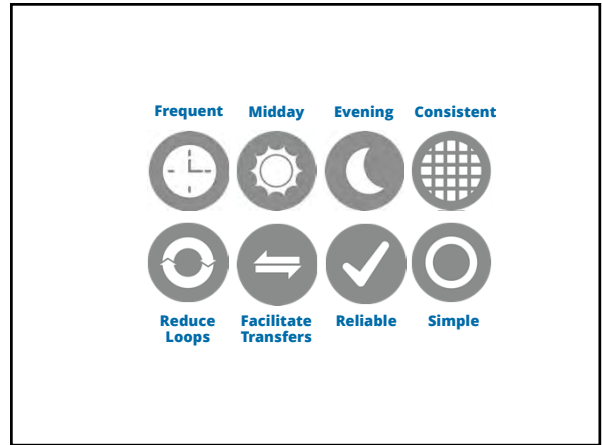
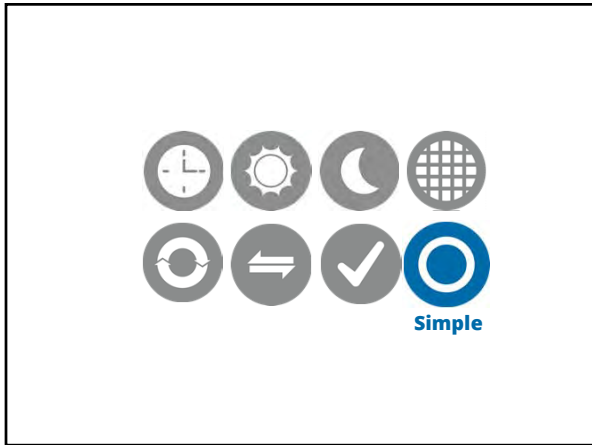
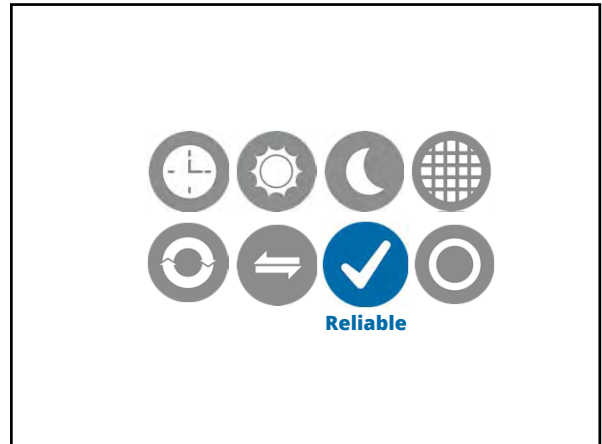
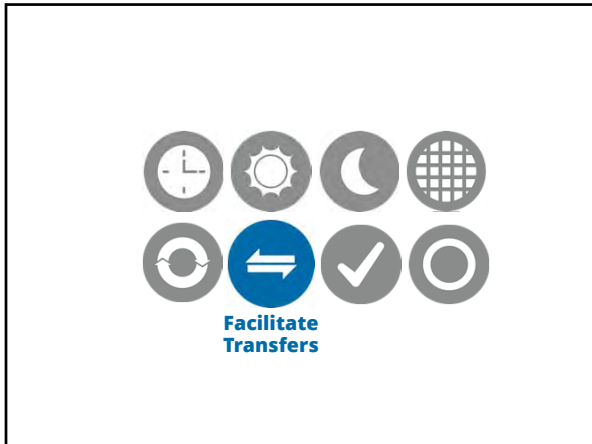




Reliability
Timed Connections
Complexity

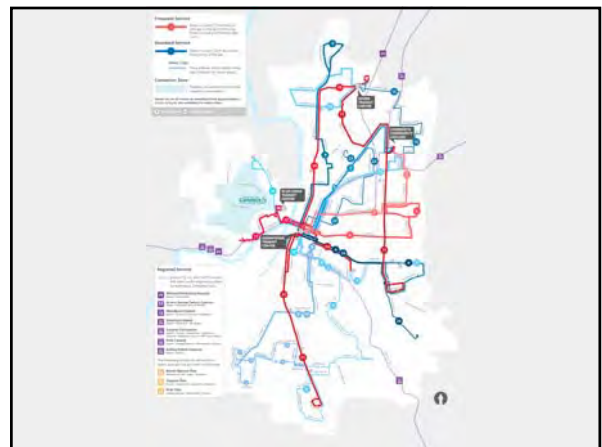
ONGOING ISSUES





Splitting Routes
More Pulsing
Eliminating "A" Routes
No Number Overlaps

SOLUTIONS



Splitting Routes
More Pulsing
Eliminating "A" Routes
No Number Overlaps

SOLUTIONS

Frequent Service
 Buses run every 15 minutes on average during most of the day. Buses run every 30 minutes after 7 p.m.

Standard Service
 Buses run every 30 or 60 minutes during most of the day.

Select Trips
 Trips offered only at select times. See schedule for more details.

Connector Zone
 Flexible, on-demand service that requires a reservation.

Buses run on all routes on weekdays from approximately 6 a.m. to 9 p.m. See schedules for exact times.

 Park & Ride  Transit Center

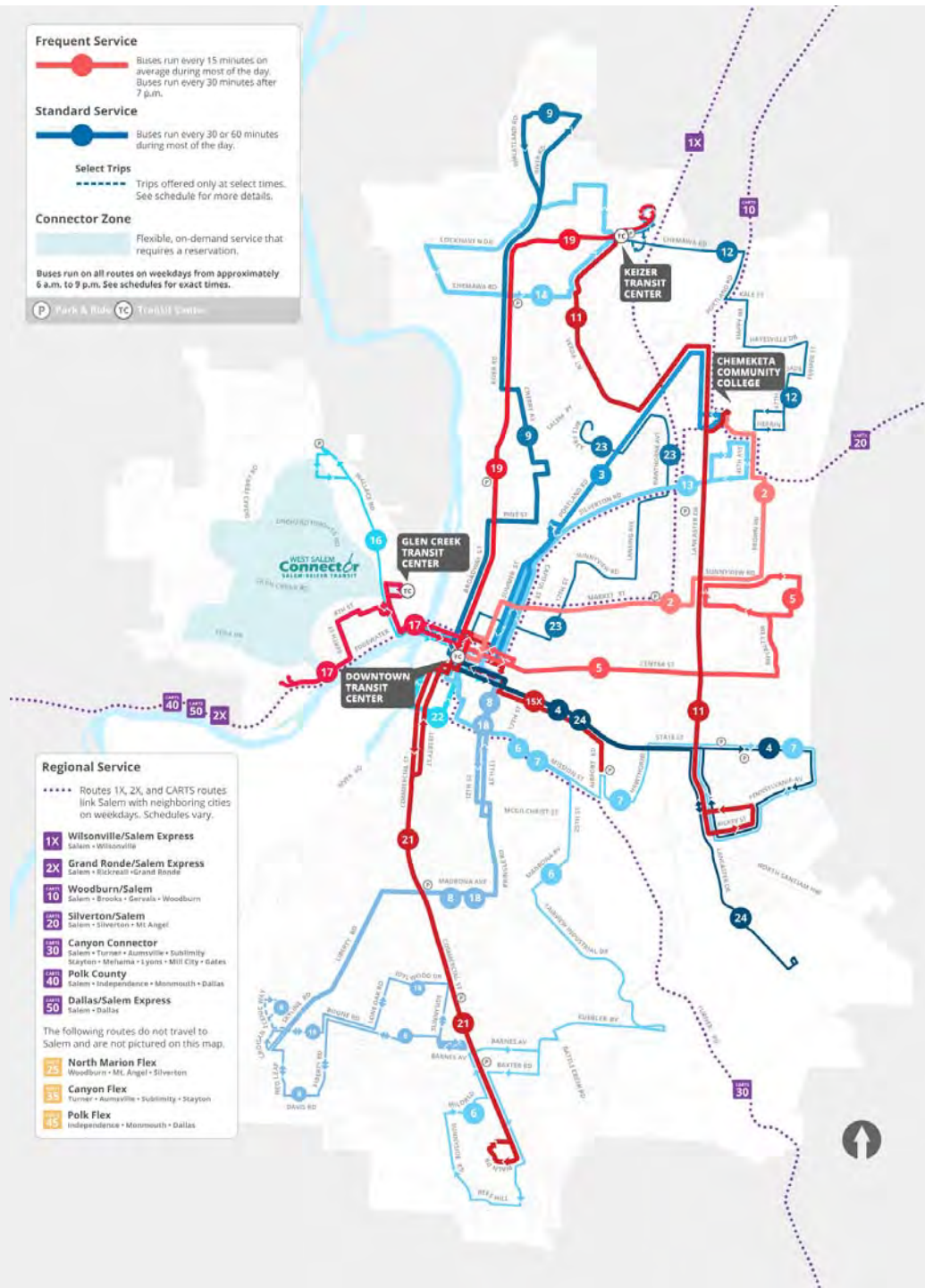
Regional Service

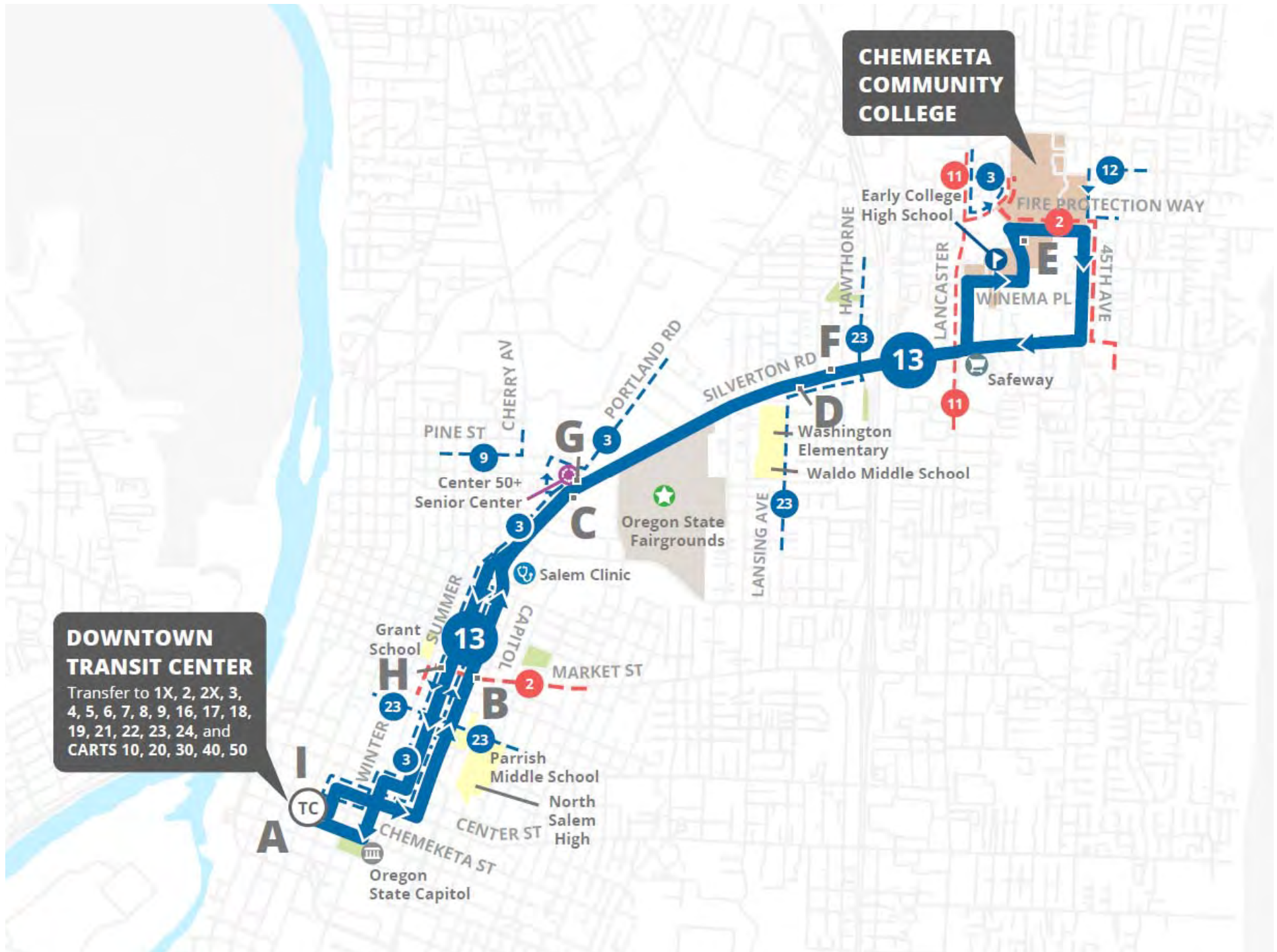
..... Routes 1X, 2X, and CARTS routes link Salem with neighboring cities on weekdays. Schedules vary.

-  **Wilsonville/Salem Express**
Salem • Wilsonville
-  **Grand Ronde/Salem Express**
Salem • Rockwell • Grand Ronde
-  **Woodburn/Salem**
Salem • Brooks • Gerzala • Woodburn
-  **Silverton/Salem**
Salem • Silverton • Mt. Angel
-  **Canyon Connector**
Salem • Turner • Aumsville • Sublimity • Stayton • Madras • Lyons • Mill City • Gates
-  **Polk County**
Salem • Independence • Monmouth • Dallas
-  **Dallas/Salem Express**
Salem • Dallas

The following routes do not travel to Salem and are not pictured on this map.

-  **North Marion Flex**
Woodburn • Mt. Angel • Silverton
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Independence • Monmouth • Dallas





DOWNTOWN TRANSIT CENTER

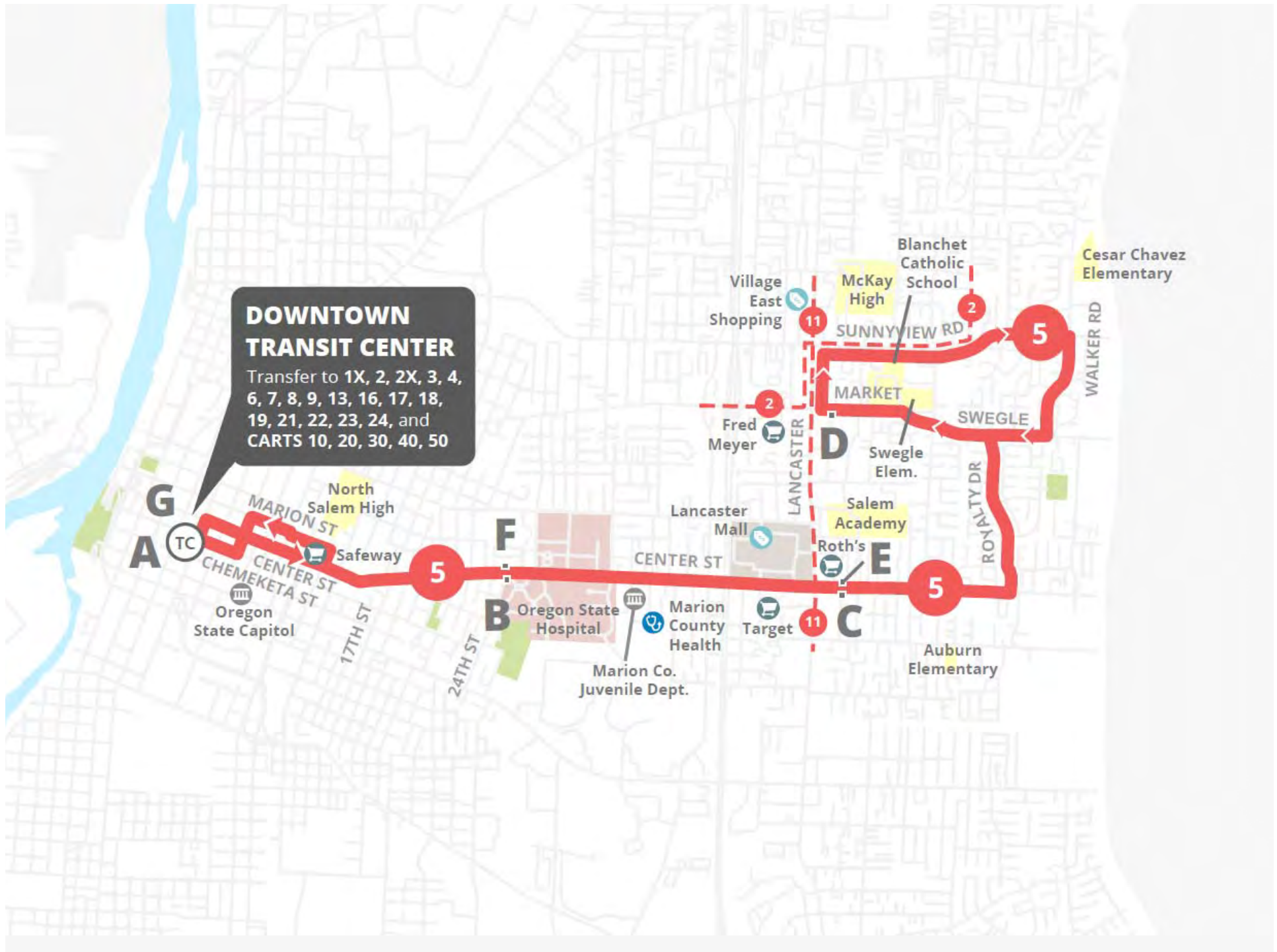
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18, 19, 21, 23, 24, and
CARTS 10, 20, 30, 40, 50

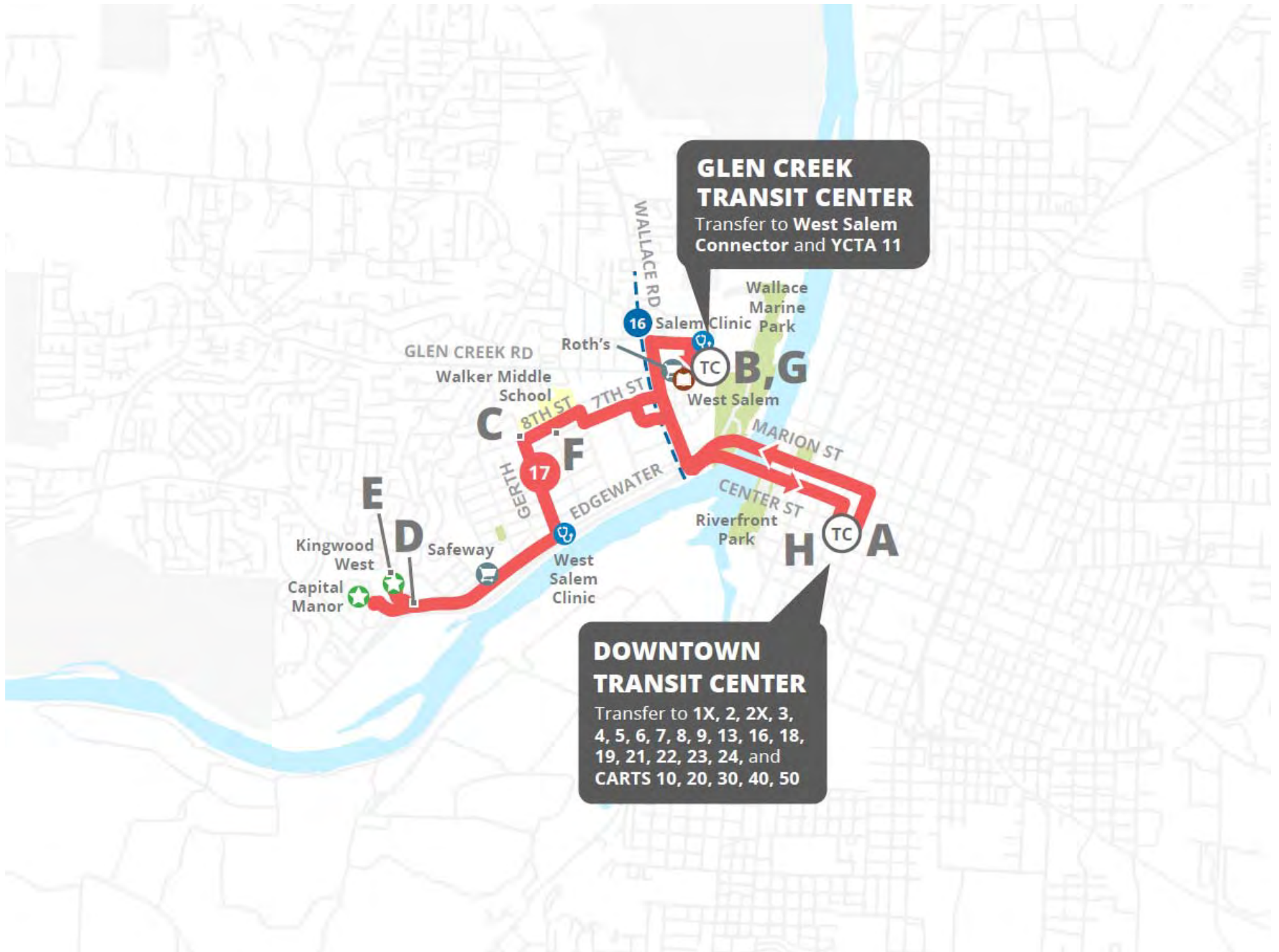


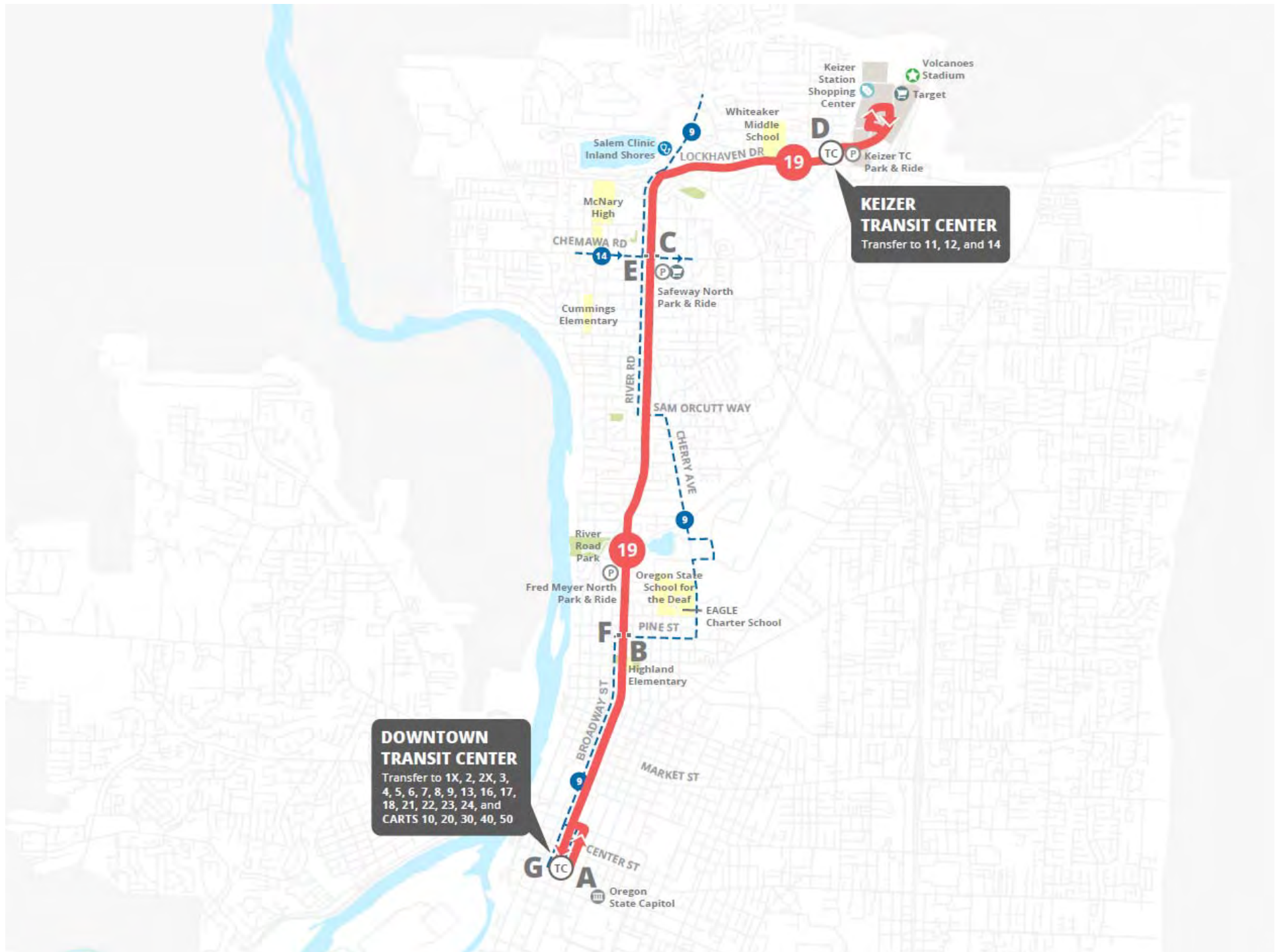
**DOWNTOWN
TRANSIT CENTER**
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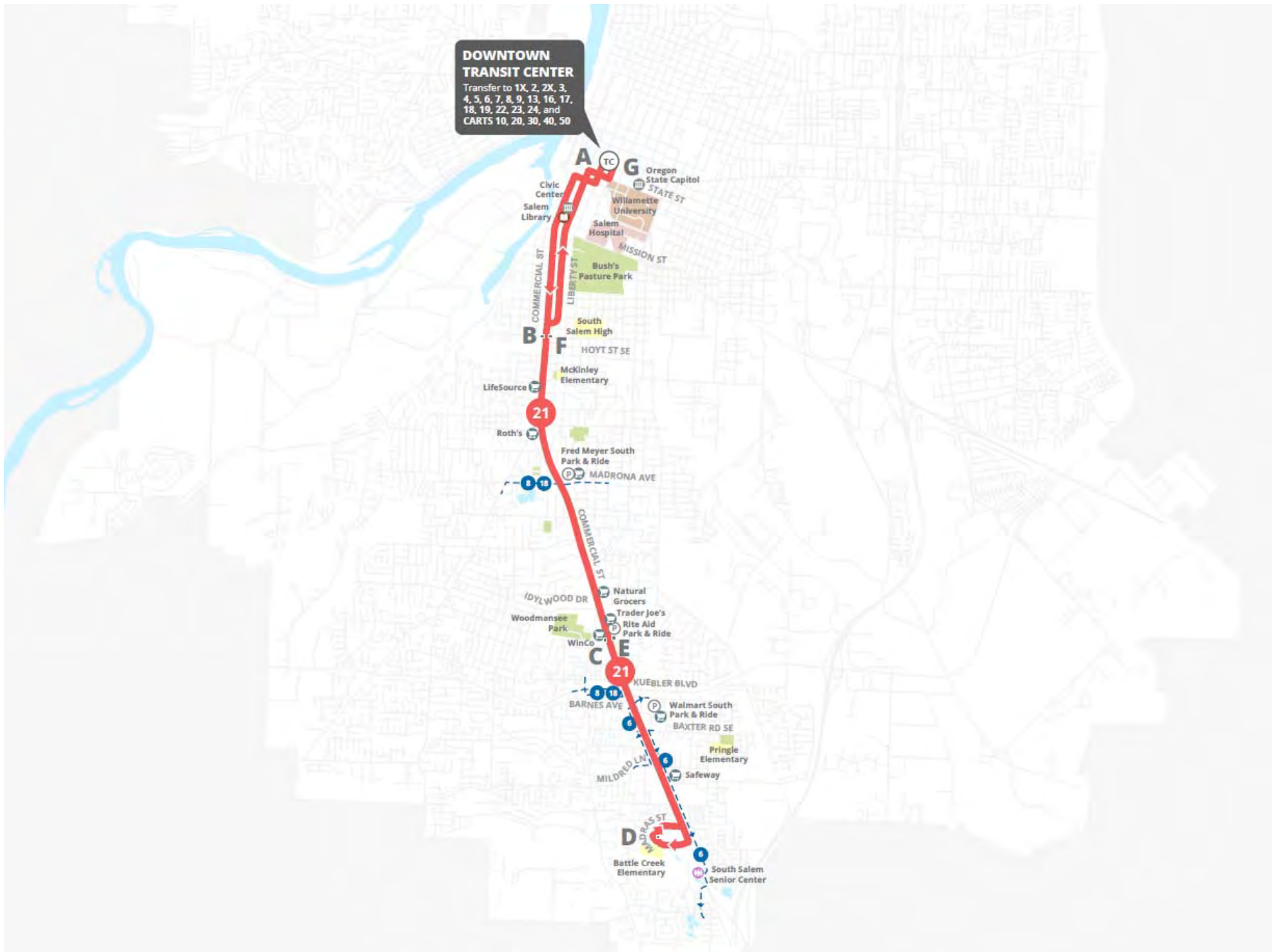


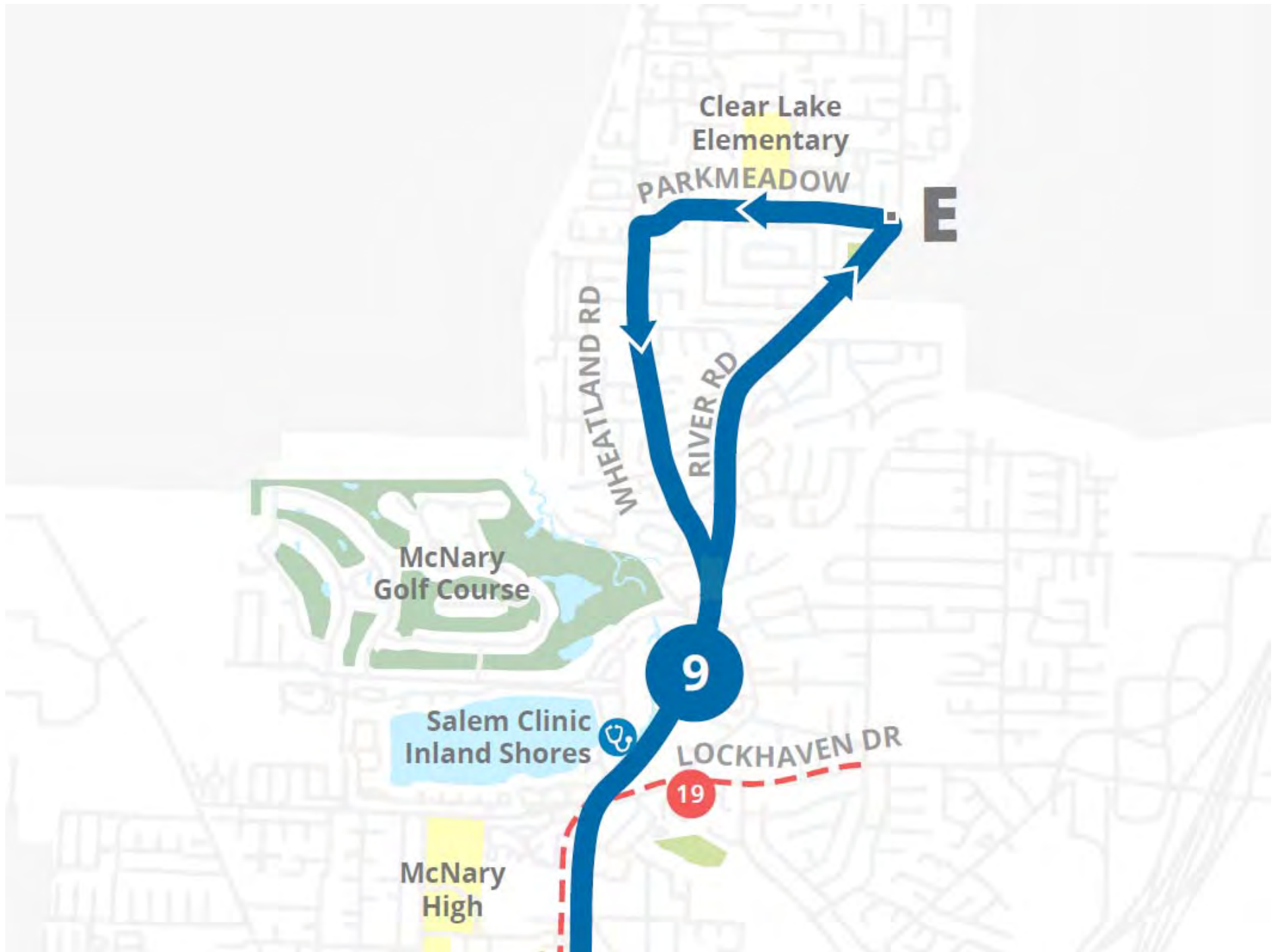




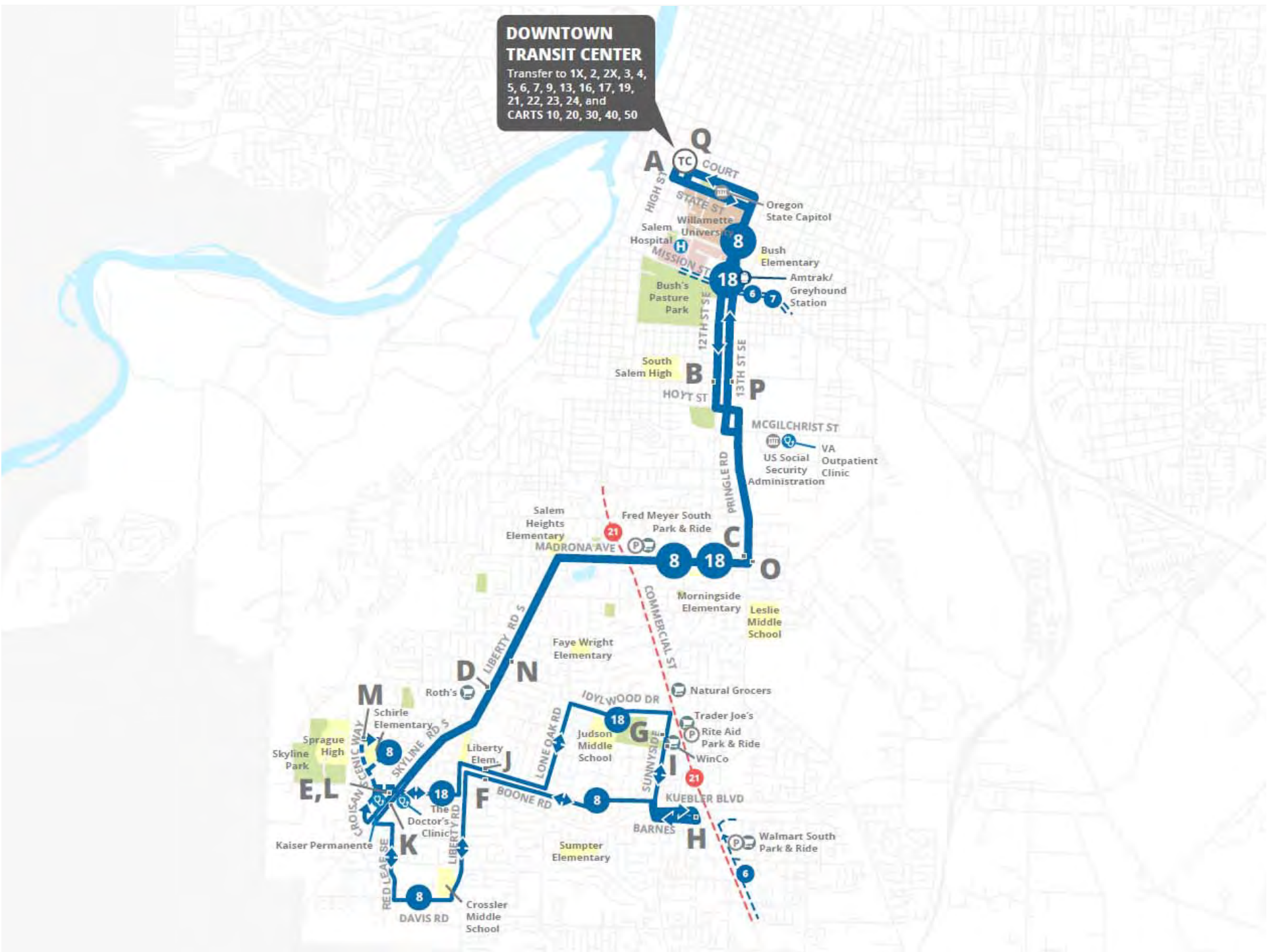


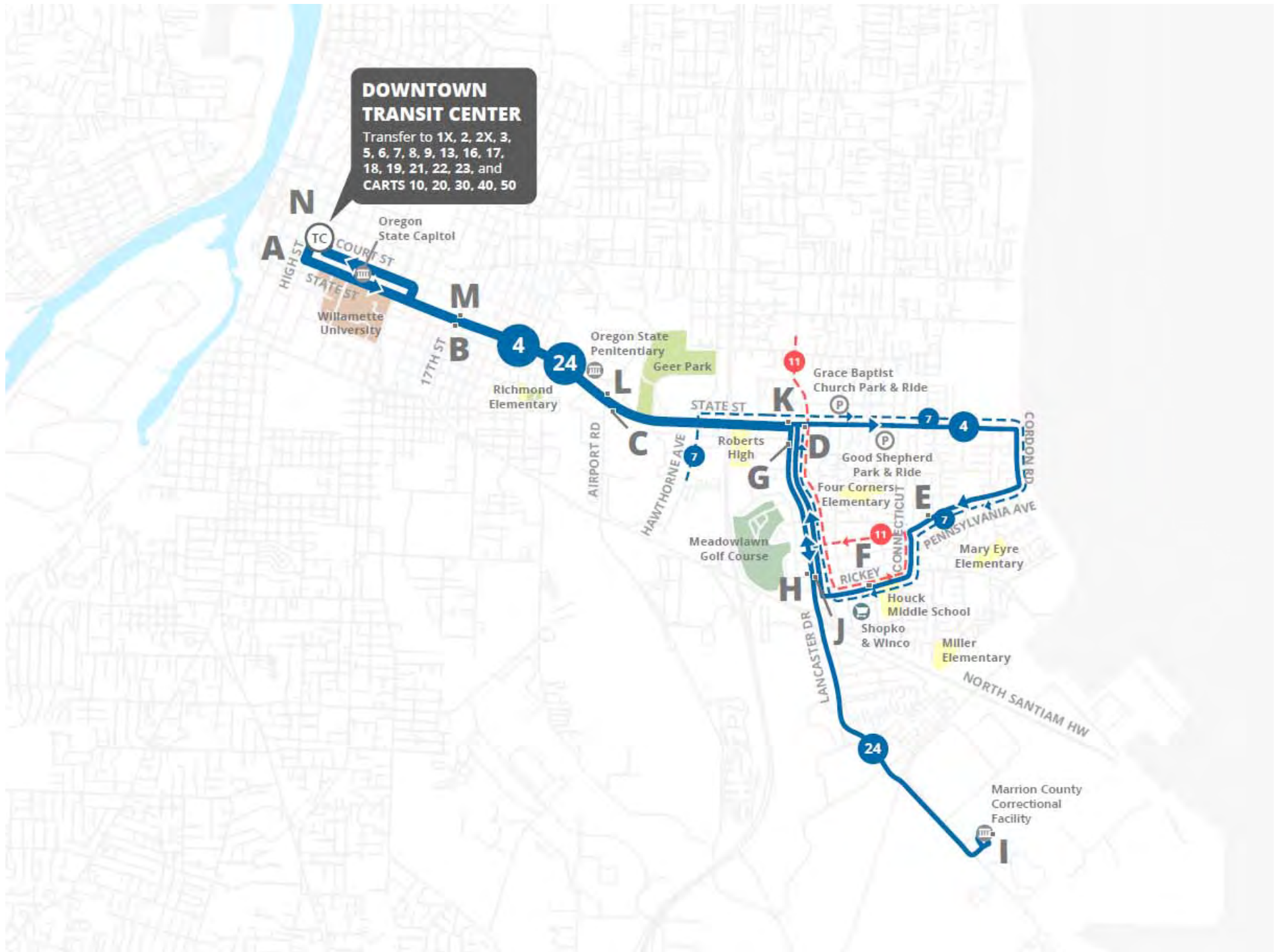


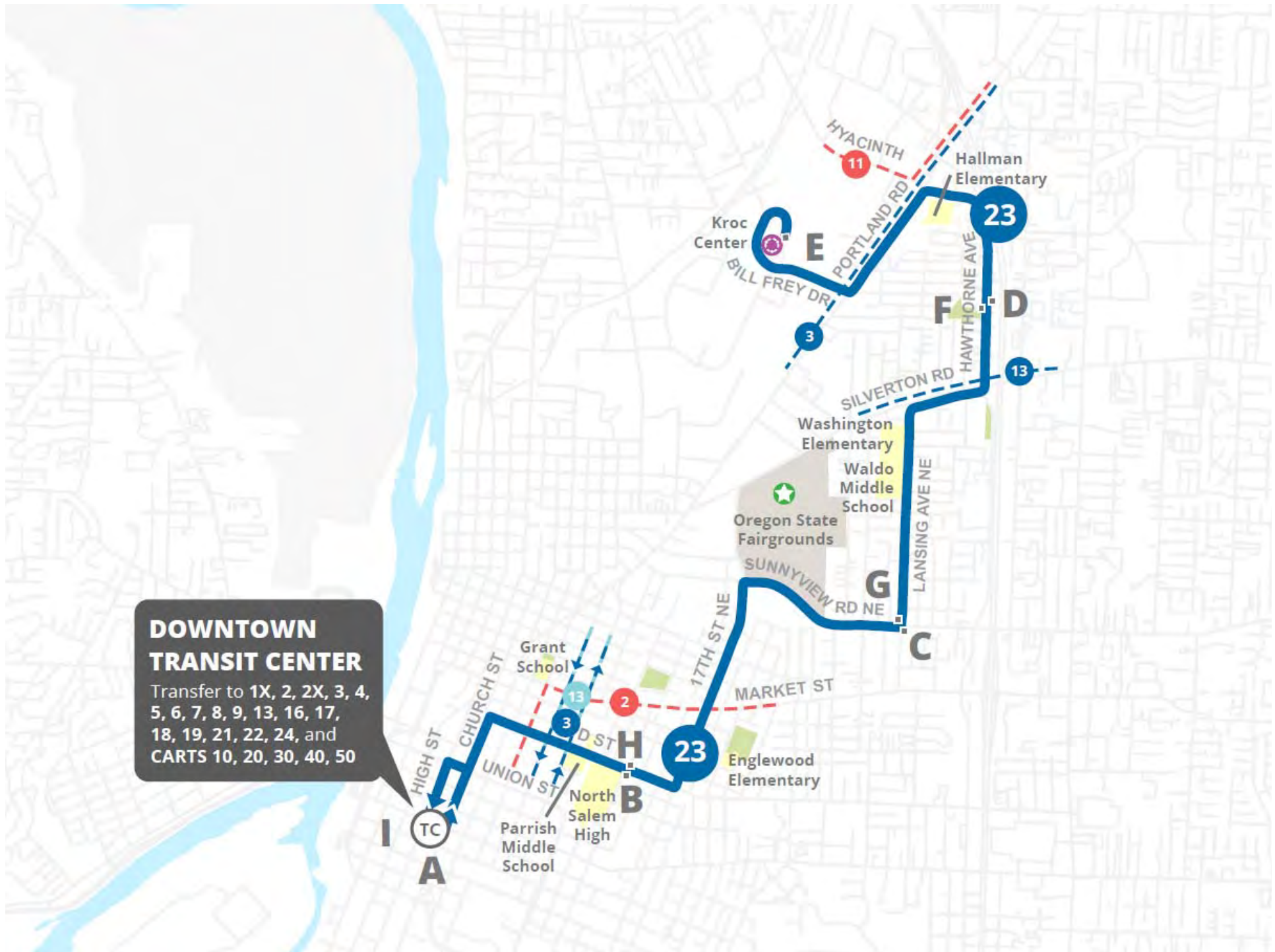




**DOWNTOWN
TRANSIT CENTER**
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**DOWNTOWN
TRANSIT CENTER**

Transfer to 1X, 2, 2X, 3, 4,
5, 6, 7, 8, 9, 13, 16, 17,
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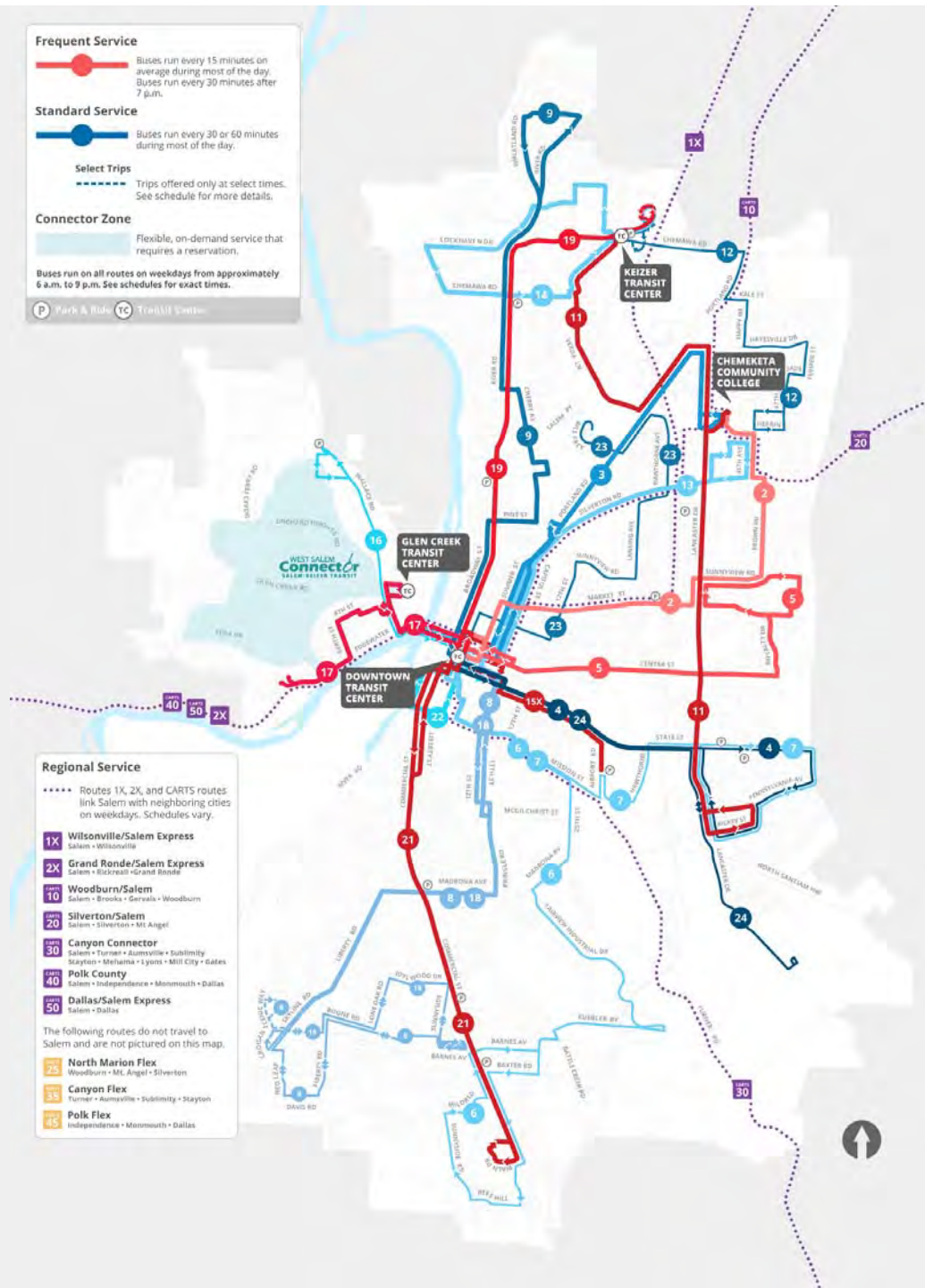
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MEMO TO: BOARD OF DIRECTORS

**FROM: MATT BERGGREN, PLANNING TECHNICIAN
CHRIS FRENCH, SENIOR PLANNER**

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: PERFORMANCE REPORT - FY17 Q1

Issue

This memo provides details on all Cherriots service for the first quarter of FY17.

Background and Findings

Performance measures for the first quarter of Fiscal Year 2017 (FY17 Q1) are included in Attachment A. FY17 began July 1, 2016 and ended September 30, 2016. All data are compared to the previous fiscal year, FY16. The data for these measures are derived from adjusted Trapeze schedules, vehicle fareboxes, passenger counting systems, and reservation software (RouteMatch and Mobility DR).

Revenue Hours

The following is a summary of the changes in average daily revenue hours by service.

- Cherriots – Up 8.1%
 - *Explanation:* The increase is a result of the combination of Moving Forward changes, November 2, 2015, Route 1 fixes, an additional trips on Route 1X, and the introduction of Route 15X Airport Rd Park & Ride Express, the latter of which is paid for by the State of Oregon.
- CARTS – Down 0.1%
 - *Explanation:* None
- RED Line – Up 11.3%
 - *Explanation:* As boardings have increased on the dial-a-ride portion of RED Line, the amount of time RED Line buses have spent on the road has increased.
- CherryLift – Down 1.2%
 - *Explanation:* As boardings have dropped, likely as a result of the mobility assessment program, the amount of time CherryLift buses have spent on the road has dropped.

Revenue Miles

The following is a summary of the changes in average daily revenue miles by service.

- Cherriots – Up 7.9%
 - *Explanation:* The increase in revenue miles is a result of the combination of the West Salem Connector Pilot Project, Moving Forward changes, an additional trips on Route 1X, and the introduction of Route 15X Airport Rd Park & Ride Express, the latter of which is paid for by the State of Oregon.
- CARTS – Down 0.1%
 - *Explanation:* None
- RED Line – Up 35.6%
 - *Explanation:* As boardings have increased on the dial-a-ride portion of RED Line, the number of miles RED Line buses have traveled has increased.
- CherryLift – Down 2.5%
 - *Explanation:* As boardings have dropped, likely as a result of the mobility assessment program, the number of miles CherryLift buses have driven has dropped.

Boardings (Unlinked Trips)

The following is a summary of the changes in average daily boardings by service.

- Cherriots – Down 5.3%
 - *Explanation:* This is largely a result of the implementation of the Moving Forward Project on September 8, 2015. Some of the drop is the result of a decrease in transfers, and the rest is a real drop in ridership due to schedules changes, bus stop changes, and low gas prices. From post-Labor day September 2015 to post-Labor day September 2016, ridership dropped 3.8%. This drop is not from a decrease in transfers, as Moving Forward went into effect on September 8, 2015.
- CARTS – Down 4.9%
 - *Explanation:* This decrease in ridership is much smaller than the 14.2% decrease of FY16. Some of this drop is likely a result of cheaper gas prices and on-time performance issues on some of the routes. Staff modified schedules in September 2016 to help get the buses back on time.
- RED Line – Up 16.0%
 - *Explanation:* Most of the ridership increase was on the dial-a-ride portion of the route. This increase is the equivalent of just over four more boardings a day, or two round trips per day.

- CherryLift – Down 5.0%
 - *Explanation:* This drop is likely a result of the mobility assessment program. Many CherryLift riders have been reclassified as being conditionally eligible, meaning for some trips they are able to use CherryLift and for others they are expected to take Cherriots.

State Bus Pass Program

As of June 2016 the State Bus Pass Program and Route 15X were restored. This report will now include information on ridership for the program as well as detailed information on Route 15X. See Tables 8-10 on Attachment A.

Usage of the State Bus Pass Program as a percent of overall Cherriots ridership has continued to increase from 1.6% in June to 2.8% in September.

Conclusion

With ridership continuing to drop on Cherriots, staff is making a number of changes in January 2017 to increase reliability and to simplify the route numbering and structure.

Recommendation

None

Proposed Motion

None

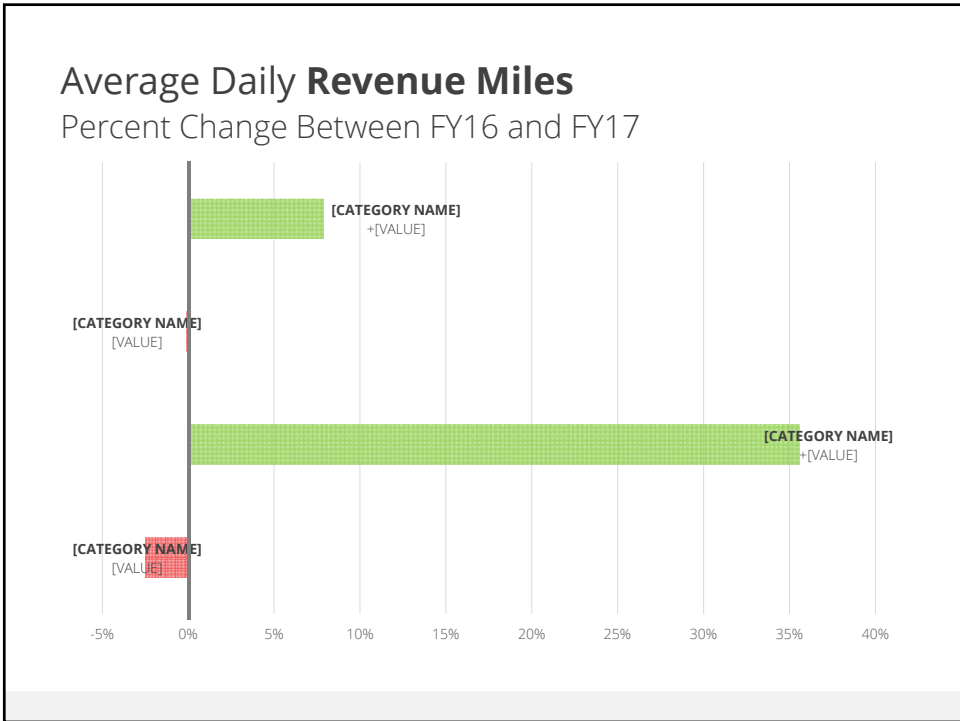
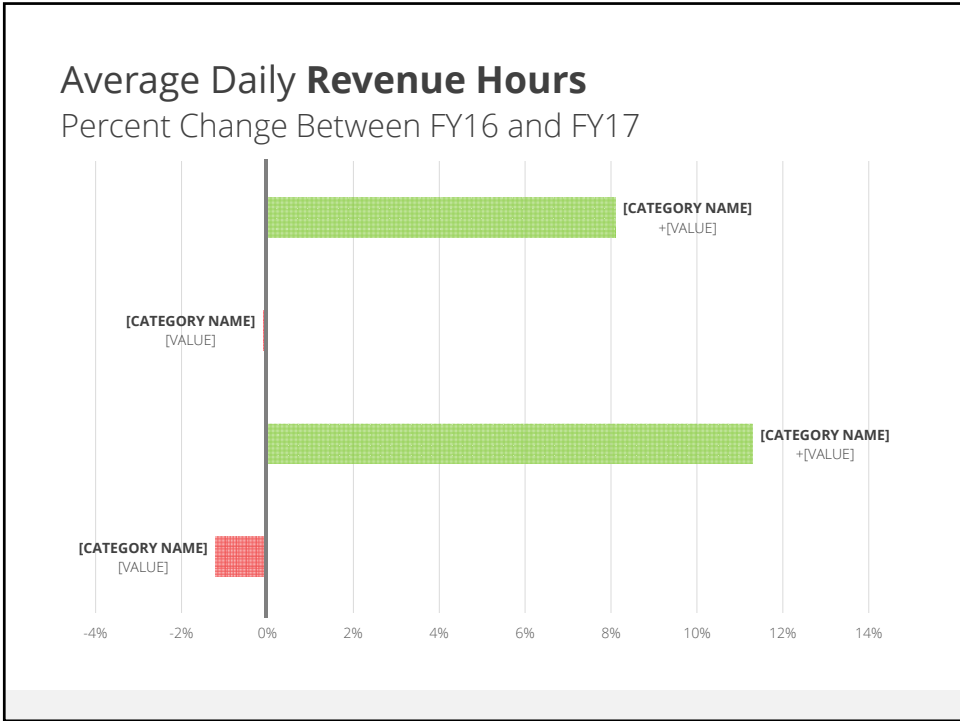
FY17 Q1 Performance Report

July-September 2016



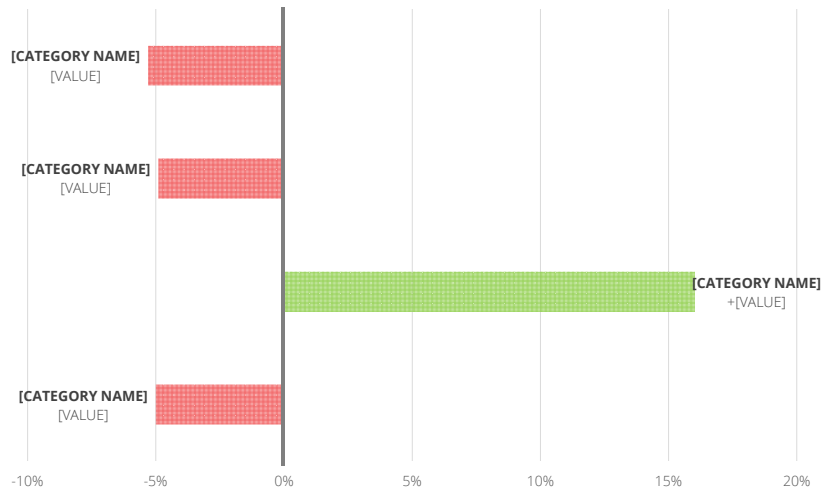
Changes by Service FY16 to FY17

Revenue Hours
Revenue Miles
Boardings



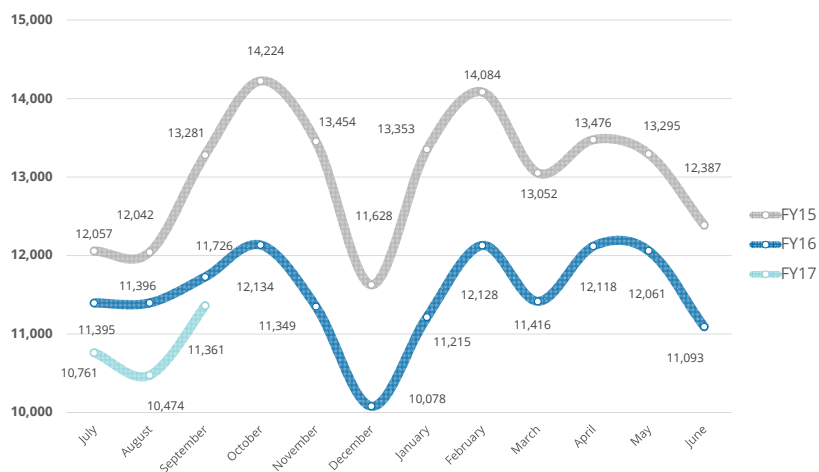
Average Daily Boardings

Percent Change Between FY16 and FY17



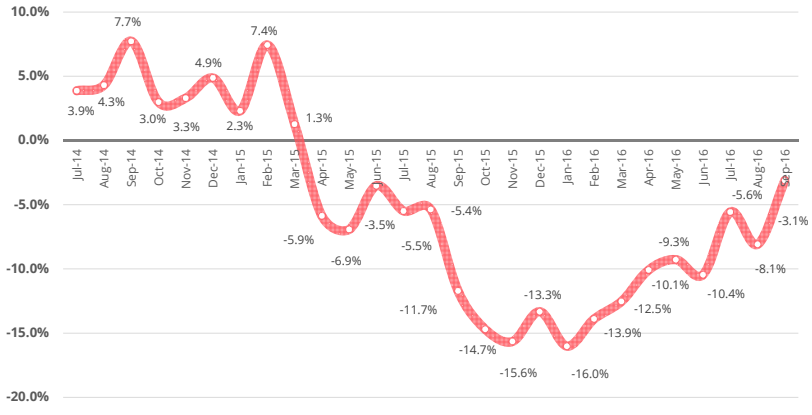
Cherriots Average Daily Boardings by Month

Comparing FY15, FY16, and FY17*



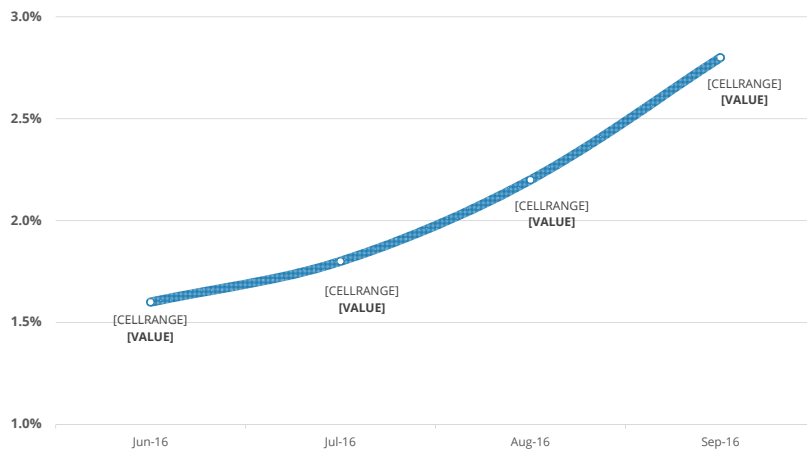
* Revised from previous reports / only includes local fixed-route

Cherriots Average Daily Boardings by Month Percent Change Year Over Year*



* Revised from previous reports / only includes local fixed-route

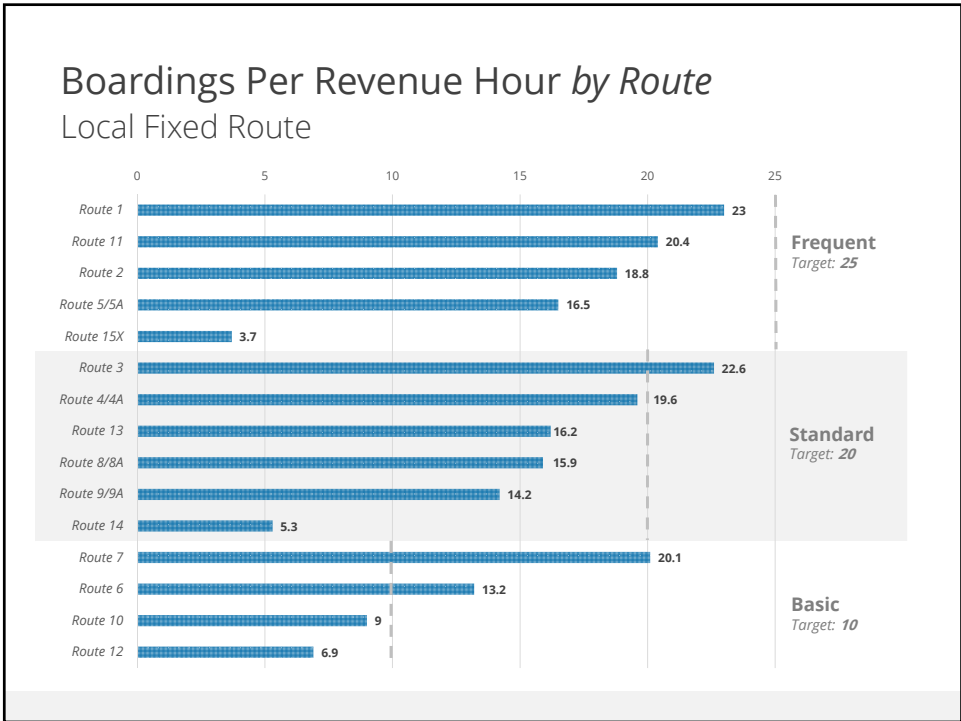
State Bus Pass Program Boardings by Month As compared to the system as a whole*



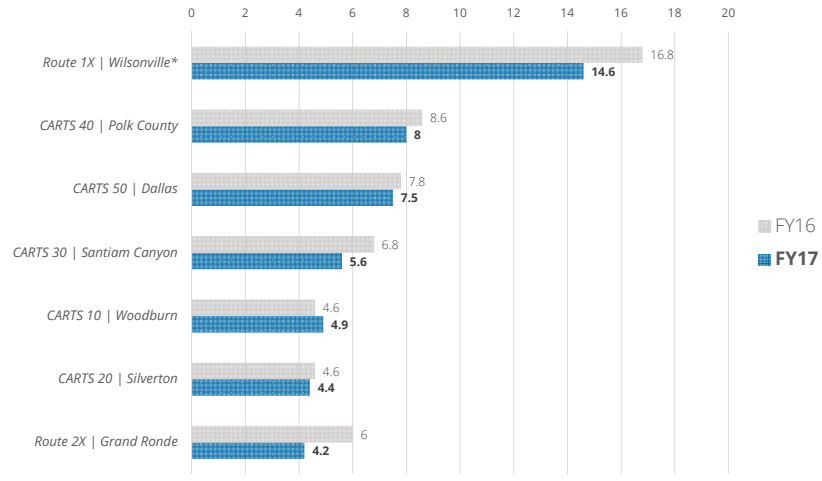
* Only valid on local fixed-route, Route 1X, and the West Salem Connector

Changes by Route FY16 to FY17

Boardings / Revenue Hour

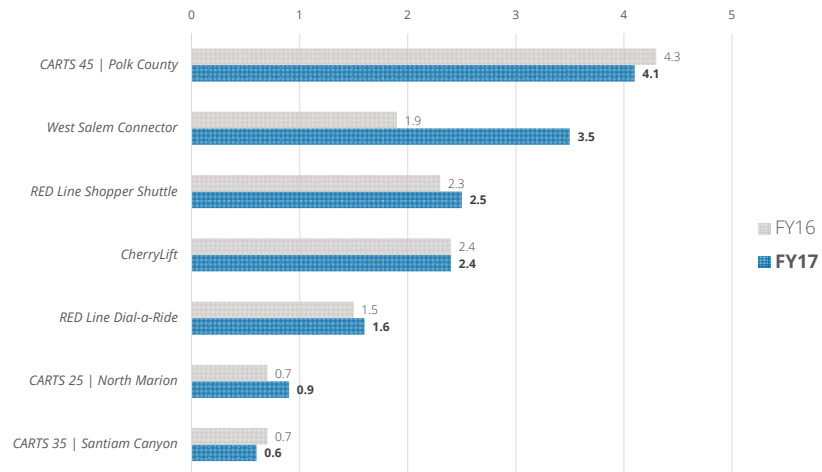


Boardings Per Revenue Hour *by Route* Intercity Routes



* Excludes SMART trips

Boardings Per Revenue Hour *by Route* Demand-Responsive





MEMO TO: BOARD OF DIRECTORS
FROM: ROXANNE ROLLS, TRIP CHOICE PROGRAM COORDINATOR
THRU: ALLAN POLLOCK, GENERAL MANAGER
SUBJECT: CHERRIOTS TRIP CHOICE 1st QUARTER REPORT

Issue

The FY 2016-2017, 1st quarter report of the Cherriots Trip Choice Program.

Background and Findings

Cherriots Trip Choice program activities, goals and metrics are structured around the 2015 – 2017 ODOT approved work plan and the 2015 – 2020 Cherriots Trip Choice Strategic Plan which details specific activities and improvements to the regional TDM program.

During the first quarter of this fiscal year, the program staff completed three tasks associated with the strategic priorities, attended a variety of employee outreach events, and co-sponsored a presentation by Charles Marohn from “Strong Towns.” We also filled the Trip Choice Program Assistant position.

Recommendation

None

Proposed Motion

Information Only

CHERRIOTS TRIP CHOICE

1st Quarter Report FY 2016-2017

July ~ August ~ September 2016

During the 1st Quarter of FY 2016-2017, Cherrlots Trip Choice continued work in accordance with the recommendations made in the 2015-2020 Strategic Plan. Our tasks and the activities associated with those are detailed in our work plan which can be summarized as, management of the Regional Rideshare Database, providing marketing, outreach and incentives for the use of all transportation options and promotion and expansion of TDM tactics within Polk, Marion and Yamhill Counties.

DRIVE LESS CONNECT

Drive Less Connect is Oregon's secure, easy-to-use online ride-matching tool that matches people who want to share the ride to work, school or play.

Drive Less Connect ~ 1st Quarter 2016-2017

Total registered users	4592	Carpool trips	3882
Total active users	959	Did Not Work trips	1434
New users.....	212	Vanpool trips	2250
Non SOV Miles Logged	257,751	Walk trips	629
Bike trips	1538	Telework trips	399
Bus trips	1697	Drive Alone trips	1034

Ridematching statistics:

Ridematch search performed	8962
Ridematch search with no results	2119
Ridematch requests sent	3906

PROJECTS

Strategic Plan Recommendations

The Trip Choice team completed three of the Strategic Plan recommendations during the first quarter.

- 1) Working with the marketing team, Trip Choice staff completed the strategic priority of refreshing the program image. This refresh included a new color palette, new logo and program name.

- 2) Staff completed conducting the Employee Transportation Coordinator (ETC) survey. The intention of the survey was to gauge the needs of the ETC's, to learn about their location specific issues and what tools or materials they need to be more successful. Based on the results, the Trip Choice staff has begun planning for a more robust ETC recruitment and training program, better support for existing programs and providing new literature and branded resources with the new logo.
- 3) With the addition of Mischa O'Reilly as the new Trip Choice Program Assistant, the division of responsibilities has been completed and training is ongoing. When the Trip Choice Program Specialist returns from leave, the program will be fully staffed.

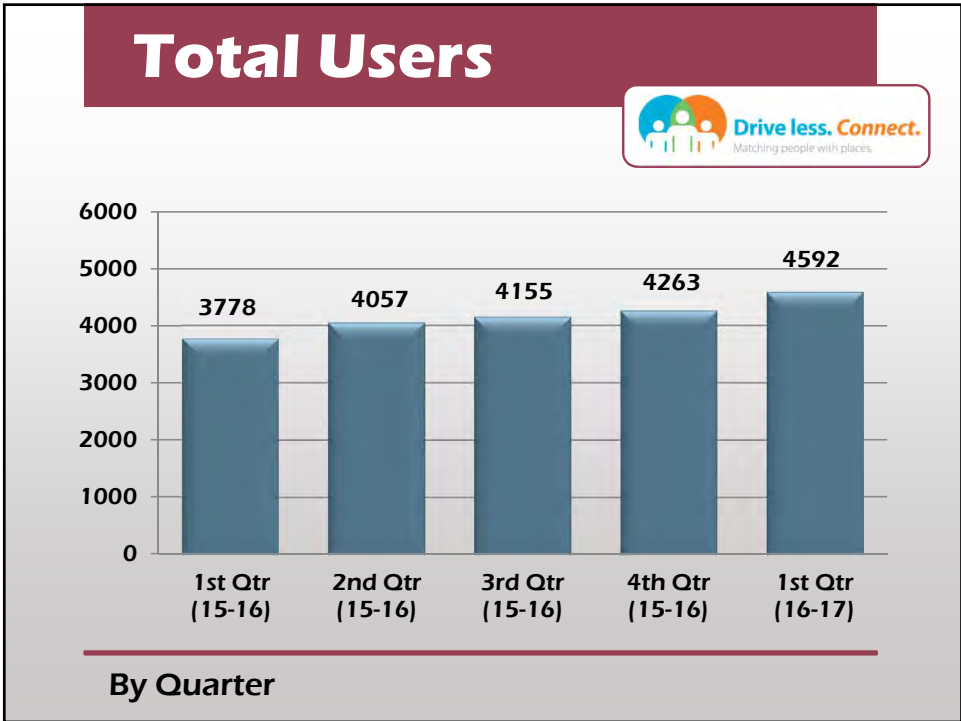
OUTREACH and MEETINGS

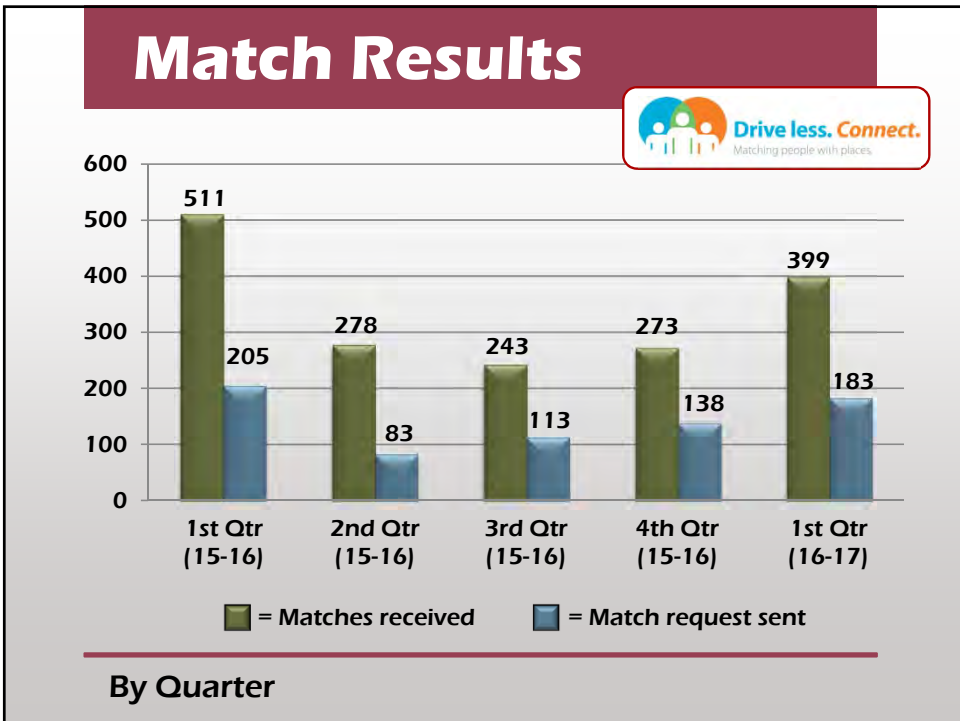
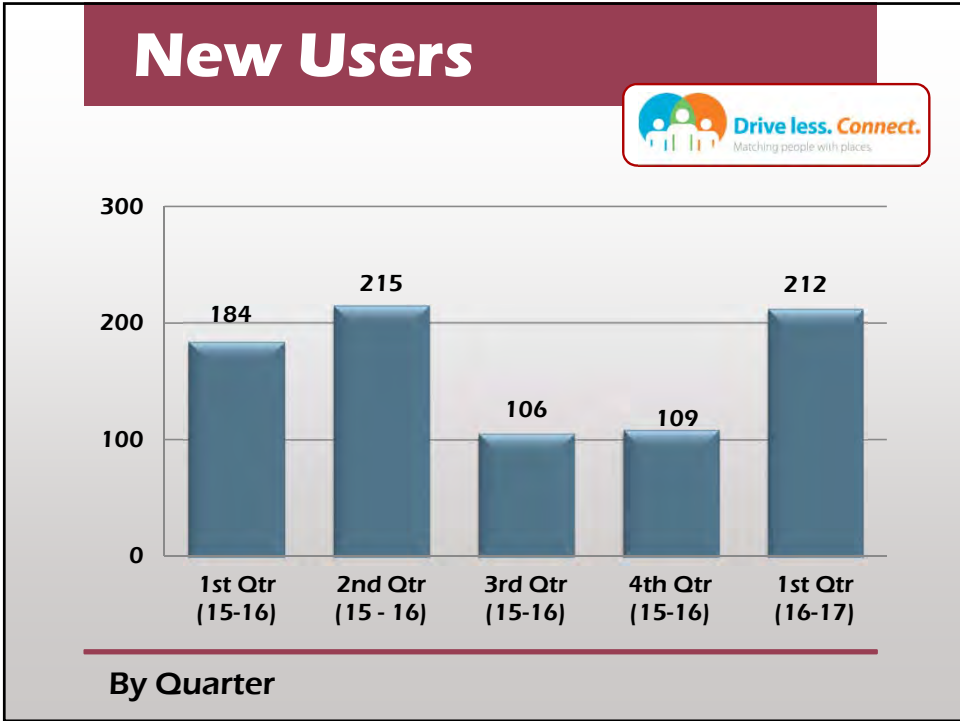
Staff participated in the following events or activities:

- Department of Motor Vehicles Employee Fair
- ARC Client Fair – ARC of Polk County provides support and resources to people with disabilities and their families.
- Salem-Keizer School New Employee Fair
- Strong Towns Talk @ Loucks Auditorium
- Chemeketa College Employee Fair
- Spirit Mountain Employee Fair

Ongoing participation and activities -

- Association for Commuter Transportation (ACT)
- Board members of Transportation Options Group of Oregon
- Statewide TDM and ToGo quarterly meetings
- Valley VanPool Partnership
- Quarterly ETC networking and training lunch
- Drive Less Connect Regional Network Administrators meetings
- Cherriots Wellness Committee
- Cherriots Connects Committee



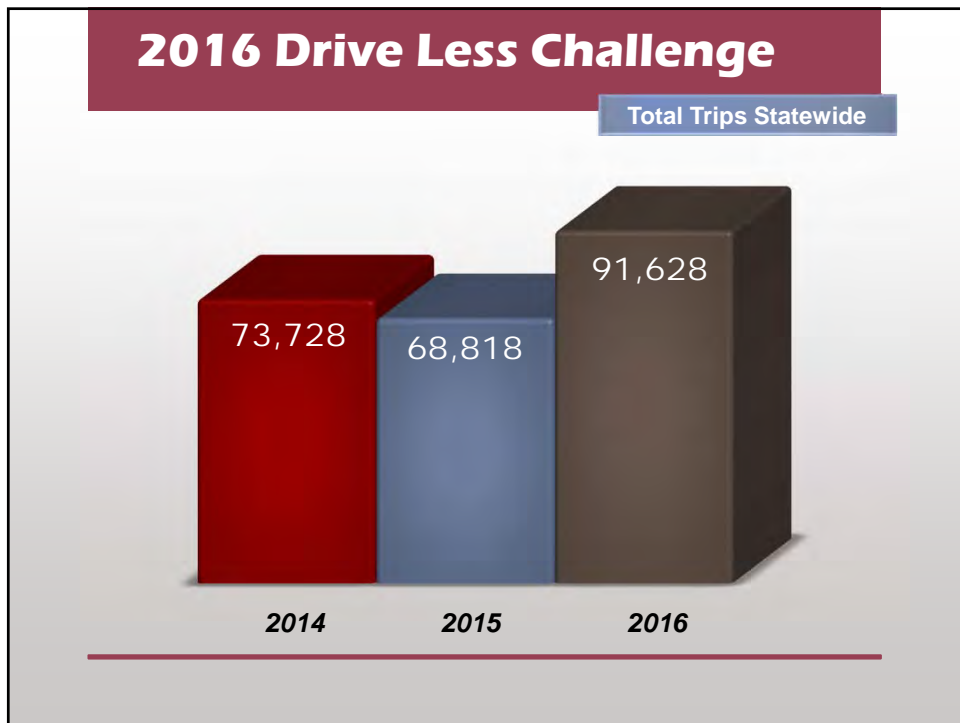
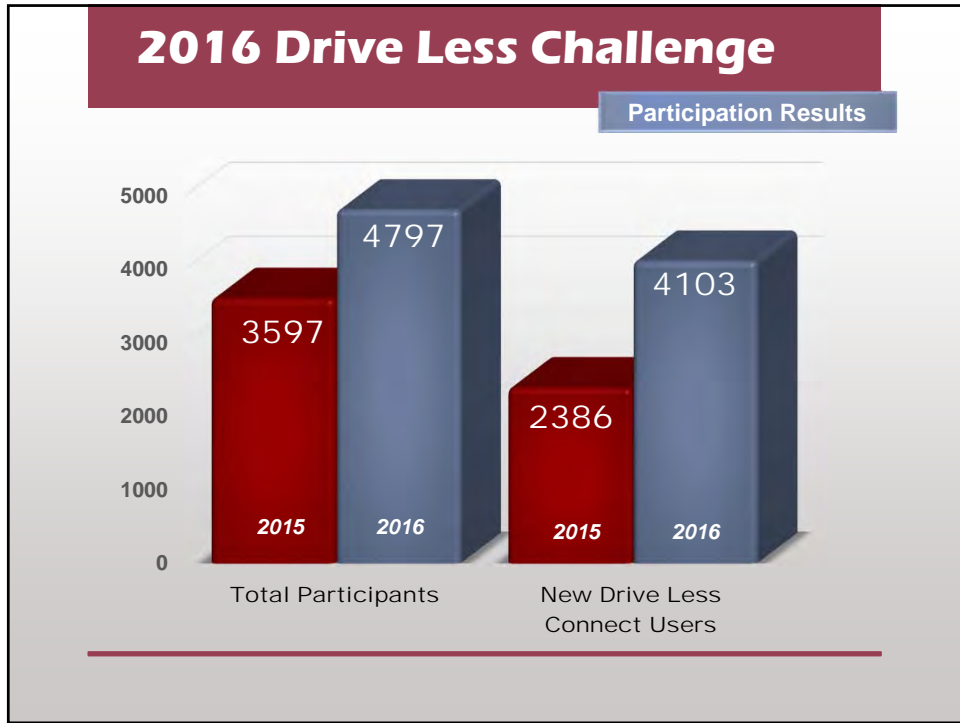


Outreach & Events



Drive Less Challenge





New Additions



New Additions

Beau Dionne Dohman ~ Born Oct 17th



MEMO TO: BOARD OF DIRECTORS

FROM: WENDY FETH, ACCOUNTANT
PAULA DIXON, DIRECTOR OF ADMINISTRATION

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: FY2016 FIRST QUARTER FINANCE REPORT

Issue

A Finance Report is prepared for each quarter of the fiscal year to provide the Board with timely information about the District's financial performance.

Background and Findings

The Board adopts a Budget for the District on an annual basis. The Budget is a plan that contains District resources and requirements.

The quarterly Finance Report provides information about how that plan is being implemented and includes statements for the General Fund, Transportation Programs Fund, and Capital Project Fund. The statements compare the budget amounts to actual amounts by the legal appropriations category. Reflective of the new organizational structure, the Communication division budget has been added to the quarterly reports.

The District's primary sources of revenue are Federal and State Grant funds and property taxes. Grants are generally reimbursed on a quarterly basis. The first quarter ends in September and reimbursements are received in subsequent months. Property taxes generally are paid and received in November. Because a large portion of our revenues are not received in the 1st quarter, General Fund revenue is under budget in all primary sources.

General Fund expenses are under budget in all appropriation levels. In reviewing expenses by department, unallocated General Expenses are at forty-eight percent of the budgeted amount. Unallocated General Expenses refer to the portion of the annual budget that does not belong to any one division. The primary reason for the high percentage of budget already expended is because 50 percent of the general liability insurance (approximately \$200,000) was recorded in the 1st quarter and most of the dues/subscriptions are paid in the 1st quarter.

The Transportation Programs Fund revenue is at 16 percent of budget primarily due to the reimbursement nature of the federal grants, as discussed earlier. In the Transportation

Programs Fund, all three divisions are close or under budget. All programs are in line with spending 25 percent of the annual budgeted amounts.

Overall, the Capital Project Fund has spent 1 percent of the approved budget at the end of the first quarter. The capital projects are broken out by division and further if there are multiple projects in that division. Many of the capital projects are in the planning or procurement stages. Many of the projects have been carried forward from last year's budget.

Recommendation

Receive and file.

Proposed Motion

None

Salem Area Mass Transit District
 Fiscal Year 2016-17 First Quarter Financial Report

General Fund Revenues/Resources and Expenses/Requirements Resolution Summary	Actual	25% of Adopted Budget	FY2016-17 Adopted Budget	% of Budget
Operating Revenues/Resources				
Passenger Fares	502,408	764,750	3,059,000	16%
Other Fixed Route Services	43,870	72,500	290,000	15%
Planning Grant	-	30,375	121,500	0%
Federal 5307	-	993,800	3,975,200	0%
DMAP Reimbursement	13,547	17,000	68,000	20%
Miscellaneous	47,077	29,150	116,600	40% ①
Property Taxes	165,204	2,828,175	11,312,700	1%
Oregon State In-Lieu	-	1,375,000	5,500,000	0%
Interest on Investments	12,715	20,000	80,000	16%
Energy Tax Credit	177,506	-	-	
Operating Revenues/Resources Total	962,327	6,130,750	24,523,000	4%
Operating Expenses/Requirements				
General Manager/Board of Directors	108,459	150,975	603,900	18%
Administration	379,050	453,350	1,813,400	21%
Communication	296,664	395,675	1,582,700	19%
Transportation Development	481,275	497,875	1,991,500	24%
Operations	3,879,643	4,299,200	17,196,800	23%
Unallocated General Administration	558,087	288,350	1,153,400	48% ②
Operating Expenses/Requirements Total	5,703,178	6,085,425	24,341,700	23%

① Higher than expected miscellaneous revenue from reimbursement of salary for employee working for the union.

② 50% of general liability insurance was recorded in 1st quarter (approximately \$200,000) and most of the dues/subscriptions are paid in the 1st quarter.

Salem Area Mass Transit District
 Fiscal Year 2016-17 First Quarter Financial Report

General Fund Department Expenses/Requirements Summary	Actual	25% of Adopted Budget	FY2016-17 Adopted Budget	% of Budget
General Manager/Board of Directors				
General Manager	104,855	138,600	554,400	19%
Board of Directors	3,604	12,375	49,500	7%
Total	108,459	150,975	603,900	18%
Administration				
Human Resources	140,819	152,925	611,700	23%
Human Resources Safety	38,338	45,875	183,500	21%
Finance	199,893	254,550	1,018,200	20%
Total	379,050	453,350	1,813,400	21%
Communication				
Marketing and Communications	174,272	262,225	1,048,900	17%
Customer Service	122,392	133,450	533,800	23%
Total	296,664	395,675	1,582,700	19%
Transportation Development				
Transportation Development Administration	125,239	198,175	792,700	16%
Information Technology	287,721	237,200	948,800	30% ^③
Vanpool Lease	68,315	187,500	250,000	27%
Total	481,275	622,875	1,991,500	24%
Operations				
Operations Administration	121,552	123,000	492,000	25%
Vehicle Maintenance	909,964	1,078,775	4,315,100	21%
Facility Maintenance	187,945	195,600	782,400	24%
Security	121,403	136,925	547,700	22%
Cherriots Fixed Route Service	2,483,147	203,275	10,810,800	23%
West Salem Connector Operations	48,308	50,025	200,100	24%
West Salem Connector Vehicle Maintenance	7,324	12,175	48,700	15%
Total	3,879,643	1,799,775	17,196,800	23%
Unallocated				
General Administration	558,087	288,350	1,153,400	48% ^②

③ Software licenses paid in 1st quarter.

② 50% of general liability insurance was recorded in 1st quarter (approximately \$200,000) and most of the dues/subscriptions are paid in the 1st quarter.

Salem Area Mass Transit District
 Fiscal Year 2016-17 First Quarter Financial Report

Transportation Programs Fund Revenues/Resources and Expenses/Requirements Resolution Summary	Actual	25% of Adopted Budget	FY2016-17 Adopted Budget	% of Budget
Operating Revenues/Resources				
Passenger Fares	85,649	94,075	376,300	23%
Federal Direct 5310 Funds	-	56,000	224,000	0%
Federal 5311 Funds	-	80,725	322,900	0%
Federal New Freedom	-	21,425	85,700	0%
Federal 5310 Funds Through State	-	182,475	729,900	0%
Rideshare Grant	10,487	49,825	199,300	5%
TDM Grant	-	38,625	154,500	0%
DD53 Revenues	-	650,000	2,600,000	0%
Federal 5307	-	205,800	823,200	0%
DMAP Revenues	2,329,571	2,542,525	10,170,100	23%
STF Pass Through Funds	61,000	69,350	277,400	22%
State STF Funds	239,776	304,825	1,219,300	20%
Operating Revenues/Resources Total	2,726,483	4,295,650	17,182,600	16%
Operating Expenses/Requirements				
Operations	3,852,920	4,203,575	16,814,300	23%
Communication	50,079	58,325	233,300	21%
Transportation Development	128,074	165,425	661,700	19%
Operating Expenses/Requirements Total	4,031,073	4,427,325	17,709,300	23%

Salem Area Mass Transit District
 Fiscal Year 2016-17 First Quarter Financial Report

Transportation Programs Fund Program Expenses/Requirements Summary	Actual	25% of Adopted Budget	FY2016-17 Adopted Budget	% of Budget
Operations				
CherryLift	938,700	1,207,625	4,830,500	19%
RED Line	72,094	75,850	303,400	24%
CARTS	347,606	377,575	1,510,300	23%
DMAP/WVCH	2,494,520	2,542,525	10,170,100	25%
Trip Link Call Center **	-	-	-	
Operations Total	3,852,920	4,203,575	16,814,300	23%
Communication				
Mobility Management/Travel Trainer	50,079	58,325	233,300	21%
Transportation Development				
Special Transportation Coordination	71,667	76,975	307,900	23%
Trip Choice	56,407	88,450	353,800	16%
Transportation Development Total	128,074	165,425	661,700	19%
Transportation Programs Fund Total	4,031,073	4,427,325	17,709,300	23%

**The Trip Link Call Center is allocated to those programs that utilize the call center services.

Salem Area Mass Transit District
Fiscal Year 2016-17 First Quarter Financial Report

Agenda Item No. J.3

Capital Project Fund Revenues/Resources and Expenses/Requirements Resolution Summary	FY2016-17 Adopted		
	Actual	Budget	% of Budget
Capital Revenues/Resources			
Federal STP Funds	-	2,248,500	0%
Federal 5310 Funds Through State	-	224,300	0%
Federal Flex Funds	-	1,927,600	0%
FTA 5339 Funds	-	1,943,500	0%
Federal 5307	-	2,503,000	0%
Federal STP Funds	-	107,800	0%
Federal 5309 Funds	-	2,385,000	0%
Connect Oregon Funds	-	1,000,000	0%
State STF Funds	-	264,600	0%
Capital Revenues/Resources Total	-	12,604,300	0%
Capital Expenses/Requirements			
Administration	1,283	349,000	0%
Transportation Development			
Capital Project Administration	12,871	57,800	22%
Keizer Transit Center	278	1,679,800	0%
South Salem Transit Center	337	1,520,700	0%
Bus Stops & Shelters	36,388	1,720,999	2%
BI Project	-	125,000	0%
Technology Equipment	25,389	232,000	11%
CH2 Lease Space Improvements	5,000	50,000	10%
Operations			
Del Webb Improvements	-	330,500	0%
Shop Equipment	-	158,000	0%
Ops Technology Equipment	-	125,000	0%
Cherriots Revenue Vehicles	1,716	5,950,000	0%
CherryLift Revenue Vehicles	405	635,400	0%
CARTS Revenue Vehicles	405	488,900	0%
Capital Expenses/Requirements Total	84,072	13,423,099	1%

MEMO TO: BOARD OF DIRECTORS
FROM: ALLAN POLLOCK, GENERAL MANAGER
SUBJECT: BOARD MEMBER COMMITTEE REPORT

Issue

Shall the Board report on their committee participation and meetings attended?

Background and Findings

Board members are appointed to local, regional, or national committees. Board members also present testimony at public hearings on specific issues as the need arises. After these meetings, public hearings, or other activities attended by individual members on behalf of SAMTD, time is scheduled for an oral report/update. The following activities have designated board member representation:

<u>Board/Committee</u>	<u>Director(s)</u>
Special Transportation Fund Advisory Committee (STFAC)	Director Hammill Alternate: Director Thompson
Mid-Willamette Area Commission on Transportation (MWACT)	Director Kelley Alternate: Director Lincoln
Mid-Willamette Valley Council of Governments (MWVCOG)	Director Thompson Alternate: President Krebs
Salem-Keizer Area Transportation Study Policy Committee (SKATS)	President Krebs Alternate: Director Busch
Oregon Metropolitan Planning Organization Consortium (OMPOC)	President Krebs Alternate: Director Busch

Recommendation

Receive and File

Proposed Motion

None

Salem Area Mass Transit District
Board of Directors

~ **WORK SESSION** ~

October 10, 2016
Courthouse Square – Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

MINUTES

PRESENT: Vice-President Steve Evans and Directors Marcia Kelley, Jerry Thompson, John Hammill, Kathy Lincoln, and Colleen Busch
Board **ABSENT:** President Bob Krebs

Staff Allan Pollock, General Manager; Linda Galeazzi, Executive Assistant; Jared Isaksen, Finance Manager, Wendy Feth, Accountant; Michiel Majors, Safety & Loss Specialist; Chip Colby, Information Technology Manager

1. CALL TO ORDER **7:15 PM**
Vice-President Steve Evans called the work session to order.

2. DISCUSSION

a. Proposed FY2018 Budget Calendar **7:15 PM**

Staff report: Pages 23-28 of the agenda

Presented by: Jared Isaksen, Finance Manager

Board members were provided with three options for budget committee meeting dates in the month of May 2017 to consider. A doodle poll will be conducted to determine which option best fits the entire budget committee's schedule. Results will be presented to the Board at the October 27, 2016 regular meeting where they will take action to adopt the proposed Budget Calendar.

b. Contract for Human Resources / Finance Software Replacement **7:18 PM**

Staff report: Pages 29-32 of the agenda

Presented by: Jared Isaksen, Finance Manager

The Board was apprised of the procurement process to enter into a contract with Tyler Technologies for Munis software to replace two different software solutions for human resources and financial needs that were initially implemented in 2008 and 2009. The replacement software will be funded with Federal 5307 Capital Funds. The proposed contract will go before the Board at their October 27, 2016 regular meeting for approval.

In response to questions asked, the length of the contract is five years with an evaluation of its continued use every year after that. Staff is currently using AccuFund and Fleet Net for financial needs, and People Trac for Human Resource needs. There will be 24 user licenses initially. There will be twenty licenses for managers and directors with permissions for review and approval and 100 read-only user licenses for things like leave requests and travel expenses. Other agencies using this software solution include Spokane Transit who just completed their first year of use, and Lane Transit District. Pierce Transit in Washington is also very interested in the software.

Mr. Pollock asked that the Board let him know if they need any more information that was not provided.

c. SDIS Best Practices Checklist

7:25 PM

Staff report: Pages 33-38 of the agenda

Presented by: Michiel Majors, Safety & Loss Specialist

Board members received a copy of the *Oregon Ethics Law Best Practices Checklist* provided by Special Districts Insurance Services that is to be completed by each Board member. At the October 27 regular meeting, the Board will need to certify that they reviewed and approved all of the answers in the check list in order to qualify for a two percent credit toward the District's 2017 property and casualty insurance. The SDIS has a total of five "opportunities" at two percent each for a maximum ten percent discount.

d. Review Testimony for the October 12, 2016 City of Salem Joint Public Hearing

Staff report: Pages 1-22 of the agenda

Presented by: Allan Pollock, General Manager

Board members were provided with draft public testimony work sheets to create a document for Director Lincoln's use when she attends the October 12th joint public hearing hosted by the City of Salem regarding the Salem River Crossing and land use amendments to expand the City's urban growth boundary along Marine Drive and amend the Transportation System Plan.

3. GENERAL MANAGER COMMENTS

Staff report: Pages 39-42 of the agenda

Presented by: Allan Pollock, General Manager

Mr. Pollock reviewed the Board's Calendar, upcoming agenda items for the Board's future work sessions and regular meetings; and a draft of the agenda for the December 8, 2016 regular board meeting.

4. WORK SESSION ADJOURNED

8:00 PM

Recorded by: Linda Galeazzi, Executive Assistant/Clerk of the Board

**Salem-Keizer Transit
Special Transportation Fund Advisory Committee
Tuesday, November 1, 2016
Courthouse Square - Senator Hearing Room
555 Court St NE, Salem, Oregon 97301**

A. CALL TO ORDER & NOTE OF ATTENDANCE:

Tanya DeHart called the meeting to order at 3:00 p.m. with a quorum present.

MEMBERS PRESENT: Tanya DeHart, Chair; Marja Byers; Jean Sherbeck

MEMBERS ABSENT: Diane Lace, Vice-Chair; Emily Broussard; Gerald Heffner

STAFF: Ted Stonecliffe, Long-Range Planning Analyst; SueAnn Coffin, Contracted Transportation Manager; Melissa Kidd, Mobility Coordinator; Allan Pollock, General Manager; Steve Dickey, Director of Transportation Development; Trish Bunsen, Grants Administrator; Jolynn Franke, Administrative Assistant, Transportation Development

SAMTD BOARD LIAISON: John Hammill, SAMTD Board of Directors

PROVIDERS: Kathy McClaskey, City of Woodburn; Sharon Heuer, Salem Health

GUESTS: Jamey Dempster, ODOT Regional Transportation Coordinator; Ron Harding, City of Aumsville City Administrator

B. PUBLIC COMMENT: None

C. ANNOUNCEMENTS:

Ted Stonecliffe announced that Chris French has been promoted to Senior Planner. Chris has been employed with Salem-Keizer Transit (SKT) for many years. With this promotion he is now the manager of the SKT Planning Department.

D. APPROVAL OF MEETING MINUTES – September 6, 2016

Marja Byers motioned to approve the September 6, 2016 STFAC meeting minutes as written. Jean Sherbeck seconded the motion and the motion passed unanimously.

E. ACTION ITEMS:

1. Review and consideration of application for membership to STF Advisory Committee by Ron Harding [Tanya DeHart] –

Ron Harding highlighted some of his experience relevant to the STFAC, such as his time spent on a city council, the Intercity Transit (Olympia) board and as mayor of the town of Yelm, Washington. The transit board he served on went through a couple of attempts to raise taxes in order to generate more funding for transit. Ron experienced what it was like as a member of that board to try to raise awareness about the need for more funding for public transit due increases in ridership.

Ron began working for the City of Aumsville as the City Administrator about two months ago and was shortly thereafter informed of the STFAC and its focus on transportation for seniors and individuals with disabilities in Marion and Polk Counties. He has submitted an application for membership on the STFAC.

Jean Sherbeck motioned to recommend Ron Harding's application for membership on the STFAC for approval from the SKT Board of Directors. Marja Byers seconded the motion and the motion passed unanimously.

F. DISCUSSION ITEMS:

1. Presentation by ODOT Regional Transportation Coordinator Jamey Dempster on the upcoming STF/5310/5311 biennial funding cycle -

Every two years there is a solicitation for funds from ODOT, separate from Federal Transit Administration (FTA) direct funding. These funds are the State Special Transportation Fund (STF), the federal Section 5310 program, and the federal Section 5311 program. This cycle will also include another solicitation for funds called the Transit Network and Intercity program. This grant is very small and will be focused on a small set of projects for rural intercity programs.

Jamey Dempster provided the group with copies of the ODOT Rail and Public Transit Division 2017-19 Advance Grant Notice (AGN) document. This document provides detailed information on the different grant programs and what the amounts are for each. The AGN can also be found on the ODOT website.

Page five of the AGN describes the STF program which funds transportation services benefiting seniors and individuals with disabilities. STF funds are State funds that are open to any capital or operations projects. Jamey stressed the fact that the funding levels for the STF program are down statewide by about 17% compared to the last biennium. This means that SKT will be allocated \$1.98 million for this biennium, approximately \$200,000.00 less than the previous biennium. STF revenue comes from a mix of taxes/fees plus dollars from the State General Fund. Due to statewide reductions in revenue over the past two biennia the State General Fund has decreased by about \$4 million. Because of this decrease, there will likely not be an STF discretionary opportunity made available for next year. ODOT fully understands the repercussions this will have on individual projects as well as the match for Federal funds.

As described on page four of the AGN, the Section 5310 program is also being affected by the decrease in STF funds. In the past, Section 5310 funds have largely been made up of flexible Federal Highway funds. ODOT had been making up the

difference in the match rate between the Section 5310 funds and the flexible Federal Highway funds with STF funds, but they will not be able to do so for this biennium. As a result, ODOT will offer the Section 5310 and flexible Federal Highway funds in separate opportunities. For the first year of this biennium, the flexible Federal Highway funds will be made available, for which only capital projects, contracted services, and preventative maintenance projects will be eligible. However, the Section 5310 funds will be made available in a discretionary opportunity for the second year of the biennium, if not sooner. Because this change in the Section 5310 program is new, ODOT will take the time to run it through their advisory committees for more input before finalizing the program details.

As the STF Agency for Marion and Polk Counties, SKT is responsible for soliciting for applications, prioritizing the applications, and then submitting the prioritized applications to ODOT for approval for each of these grant opportunities. SKT will also manage the contracts and reimbursements once funds are awarded. This biennium, ODOT is encouraging all STF Agencies to create a longer list of eligible projects to keep on hand should additional funding opportunities become available.

Jamey referred to the Grant Program Schedule on page 10 of the AGN. A training session will be offered in Salem on November 16 which will provide more detailed information on each program as well as the application, procurement and reimbursement processes. There will also be a webinar on November 28. The first due date is for the 5311 and Transit Network applications on January 20. The 5310 and STF applications are due February 24 (this date is an extension from the original due date to allow for the SKT Board of Directors meeting on February 23). Contracts will be executed by July 1, 2017.

Ted Stonecliffe has drafted a comprehensive schedule specific to the responsibilities of SKT staff and the STFAC during this grant cycle. It is being vetted internally and will then be emailed out to the STFAC members.

2. CARTS/RED Line/CherryLift Ridership Statistics – Second and Third Quarter Comparison [Ted Stonecliffe] -

Ridership numbers continue to show a general decline; however, because some routes are used by smaller groups of people, the effect is greater when those people are riding or not riding. Lower fuel prices have had an effect on ridership in recent years, but as they have recently leveled off, ridership is likely still being affected by the economic upturn and low unemployment rates. These factors tend to encourage the option of choosing to drive rather than taking public transit.

3. 2017 STFAC Meeting Schedule [Tanya DeHart] -

Tanya led the STFAC members in a discussion on whether the June, September and October meeting dates should remain on the schedule or only be scheduled if needed. The main focus of the STFAC is to provide funding recommendations to the SKT Board of Directors during the grant cycles, and these meeting dates tend to fall outside of those cycles. The STFAC members decided it would be best to leave the June, September and October meetings on the schedule and to have everyone notified by SKT staff if they are to be cancelled.

- 4. Update on CARTS Redesign Project public outreach feedback [Ted Stonecliffe] –** SKT Planning staff contacted over 640 unique people in Marion and Polk Counties over the past six weeks through outreach events held across the region. There were also two radio interviews conducted in English and Spanish. Over 300 surveys were collected showing over 50% of those surveyed liked the proposed plan. Due to a large amount of support to maintain service in the Upper Canyon, SKT Planning staff will propose to have two round trips per day in that area. The SKT Board of Directors will receive a detailed report on the outreach feedback findings at the Board Work Session on November 14.

SKT Finance and Planning staff will work together to determine what effect, if any, the decrease in STF funds will have on the CARTS Redesign Project before the final proposal is presented to the SKT Board of Directors at their January meeting. If approved, the redesign of the CARTS system will be implemented in the spring of 2017.

G. ADJOURN: The meeting adjourned at 3:51 p.m.

Recorded by: Jolynn Franke, Administrative Assistant, Transportation Development Division

NEXT MEETING:

Tuesday, January 3, 2017; 3:00 - 4:30 PM
Courthouse Square, Senator Hearing Room
555 Court St NE, Salem, OR 97301