

Salem Area Mass Transit District
BOARD OF DIRECTORS

Thursday, July 27, 2017
6:30 PM Regular Meeting
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 – President Robert Krebs

C. ANNOUNCEMENTS & CHANGES TO AGENDA

D. OATH OF OFFICE

Newly-elected Board member, Doug Rodgers and re-elected Board member, Robert Krebs will be sworn in to office. **1**

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

F. CONSENT CALENDAR

1. Approval of Minutes [Action]

- a. June 12, 2017 Special Board Meeting **5**
- b. June 22, 2017 Regular Board Meeting **7**

G. ITEMS DEFERRED FROM THE CONSENT CALENDAR

H. ACTION ITEMS

- 1.** Accept Annual Preliminary Year-End Financial Report for FY2017 **13**
- 2.** Adopt Resolution No. 2017-10 to Establish the Core Network Policy #118 **23**
- 3.** Approval of the Title VI Equity Analysis for the Removal of Route 2X Grand Ronde / Salem Express, Effective January 2, 2018 **35**
- 4.** Approval of the Title VI Equity Analysis for the Removal of Route 15X Airport Road Park and Ride Express, Effective September 5, 2017 **57**

I. PUBLIC HEARING

This is time designated for testimony by anyone on the subject of the proposed removal of Routes 2X Grand Ronde / Salem Express and 15X Airport Road Park and Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively. **97**

J. DELIBERATION OF PUBLIC HEARING

Shall the Board approve the removal of Routes 2X Grand Ronde / Salem Express and 15X Airport Road Park and Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively?

K. INFORMATION ITEMS

L. ELECTION OF OFFICERS

By majority vote of the whole membership of the Board, the Board shall choose from among its members a President, Vice-President, Secretary and Treasurer for a term of two years. The newly elected Officers will then be sworn in..... **101**

M. REPORTS

- 1. Board Member Committee Reports *[Receive and File]* **105**
 - a. Minutes of the June 12, 2017 Work Session **107**

N. BOARD & MANAGEMENT ISSUES

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

O. ADJOURNMENT

SPECIAL ACCOMODATIONS 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 Board Secretary at 503-588-2424. Hearing impaired please call Oregon Telecommunications Relay Service, 711.

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 Oregon, 711.

Next Regular Board Meeting Date: Thursday, August 24, 2017

Regular Board meetings are televised and can be viewed on CCTV's website: www.cctvsalem.org.
Go to www.cherriots.org/board for an electronic copy of the Board's agenda packet.

Cherriots Administration Office ~ 555 Court Street NE, Suite 5230 ~ Salem, OR 97301
Phone (503) 588-2424 ~ Board of Directors Email Address: Board@cherriots.org



To: Board of Directors
From: Linda Galeazzi, Executive Assistant
Thru: Allan Pollock, General Manager
Date: July 27, 2017
Subject: Oath of Office

ISSUE

Shall Doug Rodgers representing Subdistrict 4 and Robert Krebs representing Subdistrict 6 be sworn in as members of the Salem Area Mass Transit District Board of Directors?

BACKGROUND AND FINDINGS

A Special District Election was held on May 16, 2017 for three Board positions representing Subdistricts #2, #4 and #6.

On June 12, 2017, the Board reviewed and accepted the Abstract of Votes for each District provided by the Marion County Clerk's Office. The Board determined that the candidates - who were declared the winners in the election - were qualified to hold office according to the Bylaws for Salem Area Mass Transit District.

The County Clerk issued Certificates of Election to Colleen Busch representing Subdistrict #2, Doug Rodgers representing Subdistrict #4 and Robert Krebs representing Subdistrict #6 as is required prior to the candidates taking office.

Robert Krebs and Colleen Busch were re-elected to the Board. Doug Rodgers will replace Director John Hammill whose term ended June 30, 2017.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

Robert Krebs and Doug Rodgers will be sworn in at the July 27, 2017 Board meeting. Colleen Busch was sworn in at the July 10, 2017 Work Session. Because of a prior commitment, she was unable to attend the July 27th Board meeting.

PROPOSED MOTION

Information only

OATH OF OFFICE

STATE OF OREGON)
) SS
County Of Marion)

I, Douglas Rodgers do solemnly swear or affirm that I will support the Constitution and the laws of the United States and the State of Oregon, and that I will honestly, faithfully, and impartially perform the duties of the office of Director for the Salem Area Mass Transit District according to the best of my ability for the term of my office.

Signature

SIGNED AND AFFIRMED OR SWORN to before me this 27th day of July, 2017.

Linda Jean Galeazzi
Notary Public for Oregon
My Commission Expires: April 11, 2021

OATH OF OFFICE

STATE OF OREGON)
) SS
County Of Marion)

I, Robert Krebs do solemnly swear or affirm that I will support the Constitution and the laws of the United States and the State of Oregon, and that I will honestly, faithfully, and impartially perform the duties of the office of Director for the Salem Area Mass Transit District according to the best of my ability for the term of my office.

Signature

SIGNED AND AFFIRMED OR SWORN to before me this 27th day of July, 2017.

Linda Jean Galeazzi
Notary Public for Oregon
My Commission Expires: April 11, 2021



Salem Area Mass Transit District
Board of Directors

~ **SPECIAL MEETING** ~

Monday, June 12, 2017
5:30 PM

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

MINUTES

PRESENT:	President Bob Krebs; Directors Kathy Lincoln, Marcia Kelley, Colleen Busch, Jerry Thompson, John Hammill and Steve Evans
Board	
Staff	Allan Pollock, General Manager; David Trimble, Chief Operating Officer; Patricia Feeny, Director of Communication; Paula Dixon, Director of Administration; Steve Dickey, Director of Transportation Development; Linda Galeazzi, Executive Assistant; Ben Fetherston, SAMTD Legal Counsel
Guests	None

- 1. CALL TO ORDER** **5:30 PM**
President Krebs called the Special Meeting to order at 5:30 p.m. The attendance was noted and a quorum was present.
- 2. ACTION ITEMS**
 - a. Verify Receipt of the Certified Results of the May 16, 2017 Special District Election and Accept It as the Official Election Results**

Staff report: Pages 1-9 of the special meeting agenda packet

Presenter: Allan Pollock, General Manager

The SAMTD Board received the certified election results from the Marion and Polk County Clerks for the May 16, 2017 Special Districts Election. The SAMTD Board determined that the person with the most votes was qualified to accept the Board of Director position as is written in the District's Bylaws and be declared the winners. To complete the process, the District must notify the Marion County Elections Office in writing that the District reviewed the Abstract of Votes for the Election and determined that the named candidates are qualified to hold office in July 2017 as a result of this election; hereby causing the County Clerk to issue a Certificate of Election to the following: Colleen Busch - Subdistrict # 2 (4 year term); Doug Rodgers - Subdistrict # 4 (4 year term); and Robert Krebs - Subdistrict # 6 (4 year term).

Motion: Move to accept the Election Results for the May 16, 2017 Special District Election as certified by the Marion County and Polk County Clerks, and authorize the President to verify receipt and acceptance

Motion by: Director John Hammill

Second: Director Kathy Lincoln

Vote: Passed Unanimously

b. Resolution No. 2017-07 Commitment to Sustainability – Policy 106

Staff report: Pages 9-14 of the special meeting agenda packet

Presenter: David Trimble, Chief Operating Officer

The District is committed to ensuring daily practices and transportation services by implementing strategies to incorporate environmental practices into daily operations. The updates to Policy #106 under General Rules #106.04(2)(a)(h) will help to provide the most cost effective forms of transportation by analyzing the emissions of available fuel types that will align with the District’s Strategic Plan.

The U.S. Department of Transportation through the Federal Transit Administration set aside \$53 million dollars through the Fixing America’s Surface Transportation Act (“Fast Act) Bill. All of the procurement rules have been waived. It is highly unusual but the FTA wants agencies to move in the direction of purchasing electric buses. The cost to transit agencies is the 20% match., The District would compete for the LoNo Emission Vehicles 5339© grant program that provides funding through a competitive process to states and transit agencies to purchase or lease low or no emission transit buses and related equipment, or to lease, construct, or rehabilitate facilities to support low or no emission transit buses. The program provides funding to support the wider deployment of advanced propulsion technologies within the nation’s transit fleet. Some agencies are making a commitment to go all electric by 2020. Electric buses cost more, and the technology is new. Improvements will need to be made with the infrastructure over time. Staff also does not recommend the purchase of hybrid buses at this time.

Motion: Move to amend Resolution #13-01 that established Vehicle Acquisition Policy #106 by adopting Resolution #2017-07 to include guidelines in the Policy for the District’s commitment to a goal of reducing the carbon emissions of its fleet; and continuing its efforts to maintain environmental responsibility through the future acquisition of Low and No Emissions Vehicles.

Motion by: Director Steve Evans

Second: Director Kathy Lincoln

Vote: Passed Unanimously

3. SPECIAL MEETING ADJOURNED

5:45 PM



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

June 22, 2017

Index of Board Actions

<u>Action</u>	<u>Page</u>
Moved to adopt Resolution #2017-08 to adopt the FY2017-2018 Budget, making appropriations; and imposing and categorizing taxes.....	4
Moved to approve the Consent Calendar:	4
1. <u>Approval of Minutes</u>	
a. Board Meeting of May 25, 2017	
2. <u>Routine Business Items</u>	
a. Approval of the United Way Donation for Fiscal Year 2018	
Adopt Resolution #2017-09 that amends Resolution #2016-05 to authorize a transfer in the FY2017 Budget of \$80,000 within the General Fund from the Communications Division budget to the Operations Division budget for unbudgeted personnel costs.	5

	<u>Budget as Adopted</u>	<u>Year-end Projection</u>	<u>Variance</u>
General Fund			
• Operations	\$17,196,800	\$17,272,683	(\$75,883)
Total	\$17,196,800	\$17,272,683	(\$75,883)

	<u>Adoption</u>	<u>Action</u>	<u>Amended</u>
General Fund			
• Operations	\$17,196,800	\$80,000	\$17,276,800
• Communications	\$1,582,700	(\$80,000)	\$1,502,700
Total	\$18,779,500	--	\$18,779,500



Authorize the General Manager to negotiate and enter into a contract with Stott Outdoor Advertising for Commercial Advertising on District Property..... **5-6**

Fee Proposal

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Projected Revenue	\$174,000	\$381,000	\$525,000	\$642,000	\$720,000	\$2,442,000
37.5% Revenue to SAMTD	\$65,250	\$142,875	\$196,875	\$240,750	\$270,000	\$915,750
Guaranteed Payment	\$84,000*	\$96,000	\$108,000	\$120,000	\$132,000	\$540,000

*Stott guarantees more than 37.5% in the first year as sales ramp up.

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 MEETING
 June 22, 2017
 Courthouse Square – Senator Hearing Room
 555 Court Street NE, Salem, Oregon 97301

MINUTES

PRESENT:	President Robert Krebs; Directors John Hammill, Colleen Busch, Marcia Kelley, and Jerry Thompson
Board	ABSENT: Directors Kathy Lincoln and Steve Evans
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 Communication; Chip Colby, Information Technology Manager; Linda Galeazzi, Executive Assistant; Ben Fetherston, SAMTD Legal Counsel
Guests	Jeff White, Chair, Oregon Government Finance Officers Association; Hersch Sangster, Chair, 2017 Budget Committee; Doug Rodgers, Sue Hammill

RECEPTION TO HONOR OUTGOING DIRECTOR JOHN HAMMILL 6:00 PM

A. CALL TO ORDER AND NOTE OF ATTENDANCE 6:31 PM

President Krebs called the meeting to order. A quorum was present with five members of the Board.

B. PLEDGE OF ALLEGIANCE led by Director John Hammill

C. ANNOUNCEMENTS AND CHANGES TO THE AGENDA -

President Krebs welcomed the companies Uber and Lyft to the Salem community.

D. PRESENTATIONS

- 1. GFOA CAFR AWARD:** Jeff White, Chair of the Oregon Government Finance Officers Association presented the District with a Certificate of Achievement for Excellence in Financial Reporting Award. This is the fifth year the District has received this award.
- 2. HONORING DIRECTOR JOHN HAMMILL:** President Krebs honored Director Hammill with a plaque for his leadership and dedication to public transit and the citizens he served in Subdistrict 4. Director Hammill served on the Board of



Directors from July 1, 2013-June 30, 2017; and served as the Board Secretary from June 1, 2015-June 30, 2017.

E. BUDGET HEARING

There was no testimony given, either verbally or in writing, on the subject of adopting the District’s Budget for FY2018.

F. DELIBERATION OF BUDGET HEARING

Hersch Sangster, Chair of the Budget Committee presented the FY2018 Budget that had been unanimously approved by the Budget Committee on May 18, 2017.

Motion: Moved to adopt Resolution #2017-08 to adopt the FY2017-2018 Budget, making appropriations; and imposing and categorizing taxes.
Motion by: Director John Hammill
Second: Director Jerry Thompson
Vote: Motion passed (5)
Absent: Directors Lincoln and Evans

The Board and staff acknowledged and thanked accountant, Wendy Feth, who worked tirelessly to put the FY2018 budget together. Ms. Feth was unable to attend tonight’s meeting due to an illness.

G. PUBLIC COMMENT - None

6:48 PM

H. CONSENT CALENDAR

Motion: Moved to approve the Consent Calendar:
3. Approval of Minutes
a. Board Meeting of May 25, 2017
4. Routine Business Items
a. Approval of the United Way Donation for Fiscal Year 2018
Motion by: Director Jerry Thompson
Second: Director Colleen Busch
Discussion: No items were deferred from the Consent Calendar.
Vote: Motion passed (5)
Absent: Directors Lincoln and Evans

I. ITEMS DEFERRED FROM THE CONSENT CALENDAR: None

J. ACTION ITEMS

6:50 PM

1. Resolution No. 2017-09 Amendment to the FY2017 Adopted Budget

Staff report: Pages 35-38 of the agenda



Presenter: Paula Dixon, Director of Administration

Motion: **Adopt Resolution #2017-09 that amends Resolution #2016-05 to authorize a transfer in the FY2017 Budget of \$80,000 within the General Fund from the Communications Division budget to the Operations Division budget for unbudgeted personnel costs.**

	<u>Budget as Adopted</u>	<u>Year-end Projection</u>	<u>Variance</u>
General Fund			
• Operations	\$17,196,800	\$17,272,683	(\$75,883)
Total	\$17,196,800	\$17,272,683	(\$75,883)
	<u>Adoption</u>	<u>Action</u>	<u>Amended</u>
General Fund			
• Operations	\$17,196,800	\$80,000	\$17,276,800
• Communications	\$1,582,700	(\$80,000)	\$1,502,700
Total	\$18,779,500	--	\$18,779,500

Motion by: Director Marcia Kelley
Second: Director Colleen Busch
Vote: Motion passed (5)
Absent: Directors Lincoln and Evans

2. Approval of Contract For Commercial Advertising On District Property

Staff report: Pages 39-40 of the agenda

Presenter: Patricia Feeny, Director of Communication

Motion: **Authorize the General Manager to negotiate and enter into a contract with Stott Outdoor Advertising for Commercial Advertising on District Property.**

Fee Proposal

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Projected Revenue	\$174,000	\$381,000	\$525,000	\$642,000	\$720,000	\$2,442,000
37.5% Revenue to SAMTD	\$65,250	\$142,875	\$196,875	\$240,750	\$270,000	\$915,750
Guaranteed Payment	\$84,000*	\$96,000	\$108,000	\$120,000	\$132,000	\$540,000

***Stott guarantees more than 37.5% in the first year as sales ramp up.**

Motion by: Director John Hammill
Second: Director Marcia Kelley
Vote: Motion passed (5)



Absent: **Directors Lincoln and Evans**

K. INFORMATION ITEMS - None

L. REPORTS

Board Subcommittee Report

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 District and/or transit-related issues discussed in the committees listed on page 41 of the agenda.

Minutes of the Board's May 8, 2017 Work Session on pages 43-45 of the agenda were received and filed.

M. BOARD AND MANAGEMENT ISSUES

General Manager

Mr. Pollock expressed his thanks to Director Hammill for his service to the District. He announced that he had been re-elected as President to the Salem City Club. He attended a reception for general manager, Jeff Hamm from C-Tran who will retire at the end of the month. Mr. Hamm was the former general manager for Cherrlots. Mr. Pollock advised that the next time the Board meets, they will know whether the legislature voted in favor of HB 2017 for the state transportation package.

Board President

President Krebs reports on his transit-related Board and community service activities since the last board of directors meeting.

Board of Directors

Board members give 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.

N. Meeting Adjourned

7:12 PM

Respectfully submitted,

Robert Krebs, President

MEMO TO: BOARD OF DIRECTORS

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

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: FY2017 PRELIMINARY YEAR-END FINANCIAL REPORT

Issue

Shall the Board accept the FY2017 preliminary year-end financial report?

Background and Findings

The Districts fiscal year ended June 30, 2017. State regulations require the District to make a financial report for the previous year available to its Board on or before July 30. To comply with the timeframe established by the State of Oregon, the District has prepared a report providing preliminary results. Audited reports will be prepared when the independent audit work has been completed.

The preliminary report includes statements for the General Fund, Transportation Programs Fund, and the Capital Project Fund. These statements compare the budget amounts to actual amounts by legal appropriations category. Remaining transactions and adjustments not in this preliminary report include depreciation of assets, year-end accruals for vacation and sick leave and the last five days of payroll, year-end revenue accruals, and various expense adjustments.

The preliminary report shows that the District has received more than the projected Property Tax collections for the year. Passenger Fares are at 92% of budget. The District's miscellaneous revenue has exceeded the amount projected in the budget for the current year due to receiving an unbudgeted insurance dividend reimbursement and reimbursement of salary expenses for an employee working for the union. Also, interest on investments is over 276 percent of projections, as our LGIP balance is higher than prior years and interest rates are increasing. The additional federal 5307 revenues will be reported in the audited report.

The General Fund Division expenses are under budget in all reporting levels. The General Manager/Board of Directors Division expenses are at 87 percent (\$525,136) of the annual

appropriation. The Administration Division spent 97 percent (\$1,758,176) of its appropriation. The Transportation Development Division spent 87 percent (\$1,739,999) of its budget and the Operations Division spent 99% (\$17,126,800) of its budget. Additionally, the Unallocated General Administration expenses are at 86% (\$991,662) of its budgeted amount.

Looking closer at the department level of expenses, some department budgets have exceeded their budgets. For example, the Human Resources Department has exceeded its budget by 5% (approximately \$31,000) of its annual appropriation due to the higher than anticipated legal costs. The Customer Service Department has exceeded its annual appropriations by 9% (about \$50,000) because of payout expense to long-time employee retiring and costs associated with temporary help to fill vacancy. Within the Operations Division, the Facilities Maintenance Department was over budget by 8% (about \$62,000) due to higher personnel costs. The Cherrriots Fixed route Service Department was over budget 2% (about \$268,000) due to the increase in operators needed to operate the State Shuttle (15X).

In reviewing the Transportation Programs Fund revenues, most of the federal funds reflect only three quarters with the remaining quarter to be accrued in the audited report. As reported in the discussion of the general fund revenues, federal 5307 revenues will be reported in the audited report.

The Transportation Programs Fund as a whole is under the appropriated amount of \$17,709,220, with \$16,887,423 spent. All Divisions' budget amounts are under budget.

Overall, the Capital Project Fund has spent 4 percent of the approved budget. Many of the capital projects were re-budgeted for the FY2018 budget year to be completed.

Recommendation

Staff recommends the Board accept the FY2017 preliminary year-end financial report as presented.

Proposed Motion

I move the Board accept the FY2017 preliminary year-end financial report as presented.

Salem Area Mass Transit District
 Fiscal Year 2016-17 Preliminary Year End Financial Report

General Fund Revenues/Resources and Expenses/Requirements Resolution Summary	Actual	FY2016-17 Adopted Budget	% of Budget
Operating Revenues/Resources			
Passenger Fares	2,816,171	3,059,000	92%
Other Fixed Route Services	219,988	290,000	76%
Planning Grant	90,583	121,500	75%
Federal 5307	597,018	3,975,200	15% ①
DMAP Reimbursement	(107,889)	68,000	-159% ②
Miscellaneous	310,820	116,600	267% ③
Property Taxes	11,606,405	11,312,700	103%
Oregon State In-Lieu	5,965,065	5,500,000	108%
Interest on Investments	220,963	80,000	276% ④
Energy Tax Credit	222,714	-	
Operating Revenues/Resources Total	21,941,838	24,523,000	89%
Operating Expenses/Requirements			
General Manager/Board of Directors	525,136	603,900	87%
Administration	1,758,176	1,813,400	97%
Communication	1,350,585	1,502,700	90%
Transportation Development	1,739,999	1,991,500	87%
Operations	17,126,042	17,276,800	99%
Unallocated General Administration	991,662	1,153,400	86%
Operating Expenses/Requirements Total	23,491,600	24,341,700	97%

- ① Federal 5307 will be accrued in Comprehensive Annual Financial Report.
- ② As a result of reconciling FY2016 expenses to revenues received a balance was due back to Oregon Health Authority (OHA). The negative number was created when these funds were refunded to OHA.
- ③ Higher than expected miscellaneous revenue from reimbursement of salary for employee working for union and \$74,623 SAIF dividend.
- ④ Higher than expected return on investments due to higher investment balance and better than anticipated interest rate.

Salem Area Mass Transit District
 Fiscal Year 2016-17 Preliminary Year End Financial Report

General Fund Department Expenses/Requirements Summary	Actual	FY2016-17	
		Adopted Budget	% of Budget
General Manager/Board of Directors			
General Manager	511,078	554,400	92%
Board of Directors	14,058	49,500	28%
Total	525,136	603,900	87%
Administration			
Human Resources	642,344	611,700	105% ⑤
Human Resources Safety	183,277	183,500	100%
Finance	932,555	1,018,200	92%
Total	1,758,176	1,813,400	97%
Communication			
Marketing and Communications	766,419	968,900	79%
Customer Service	584,166	533,800	109% ⑥
Total	1,350,585	1,502,700	90%
Transportation Development			
Transportation Development Administration	614,668	792,700	78%
Information Technology	955,518	948,800	101%
Vanpool Lease	169,813	250,000	68%
Total	1,739,999	1,991,500	87%
Operations			
Operations Administration	473,642	492,000	96%
Vehicle Maintenance	3,997,714	4,315,100	93%
Facility Maintenance	844,269	782,400	108% ⑦
Security	437,483	547,700	80%
Cherriots Fixed Route Service	11,158,695	10,890,800	102% ⑧
West Salem Connector Operations	186,178	200,100	93%
West Salem Connector Vehicle Maintenance	28,061	48,700	58%
Total	17,126,042	17,276,800	99%
Unallocated			
General Administration	991,662	1,153,400	86%

⑤ Legal expenses were more than planned.

⑥ Payout expense to long-time employee retiring and cost associated with temporary help to fill vacancy.

⑦ Personnel Services were higher than planned.

⑧ Personnel Services was budgeted for 112 FTEs; however, additional operators were hired to operate the 15X route.

Salem Area Mass Transit District
 Fiscal Year 2016-17 Preliminary Year End Financial Report

Transportation Programs Fund Revenues/Resources and Expenses/Requirements Resolution Summary	Actual	FY2016-17	
		Adopted Budget	% of Budget
Operating Revenues/Resources			
Passenger Fares	354,855	376,300	94%
Federal Direct 5310 Funds	200,012	224,000	89%
Federal 5311 Funds	284,777	322,900	88%
Federal New Freedom	63,348	85,700	74% ⑨
Federal 5310 Funds Through State	535,499	729,900	73% ⑨
Rideshare Grant	127,567	199,300	64% ⑨
TDM Grant	108,567	154,500	70% ⑨
DD53 Revenues	1,836,031	2,600,000	71% ⑨
Federal 5307	48,318	823,200	6% ①
DMAP Revenues	9,738,872	10,170,100	96%
STF Pass Through Funds	331,517	277,400	120%
State STF Funds	959,104	1,219,300	79%
Operating Revenues/Resources Total	14,588,467	17,182,600	85%
Operating Expenses/Requirements			
Operations	16,024,736	16,814,220	95%
Communication	219,515	233,300	94%
Transportation Development	643,172	661,700	97%
Operating Expenses/Requirements Total	16,887,423	17,709,220	95%

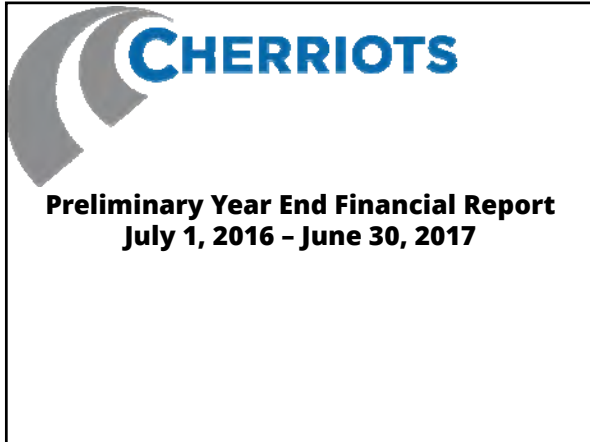
⑨ These federal grants reflect three quarters; additional revenues will be accrued in Comprehensive Annual Report.

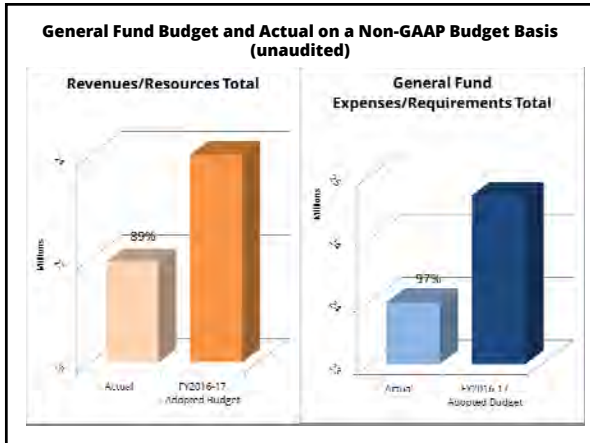
Salem Area Mass Transit District
 Fiscal Year 2016-17 Preliminary Year End Financial Report

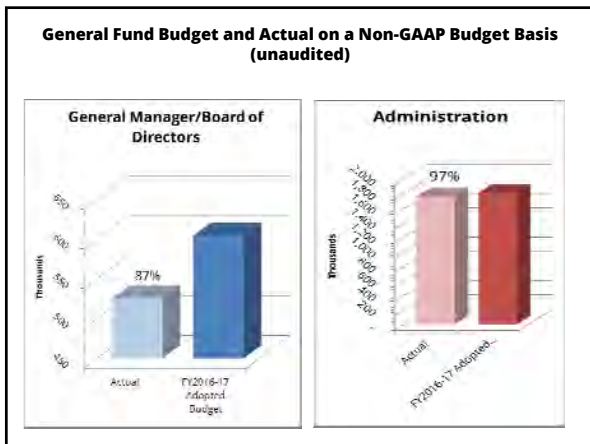
Transportation Programs Fund Program Expenses/Requirements Summary	Actual	FY2016-17	
		Adopted Budget	% of Budget
Operations			
CherryLift	4,305,110	4,830,420	89%
RED Line	291,606	303,400	96%
CARTS	1,327,895	1,510,300	88%
DMAP/WVCH	10,092,272	10,170,100	99%
Operations Total	16,024,736	16,814,220	95%
Communication			
Mobility Management/Travel Trainer	219,515	233,300	94%
Transportation Development			
Special Transportation Coordination	301,469	307,900	98%
Trip Choice	341,703	353,800	97%
Transportation Development Total	643,172	661,700	97%
Transportation Programs Fund Total	16,887,423	17,709,220	95%

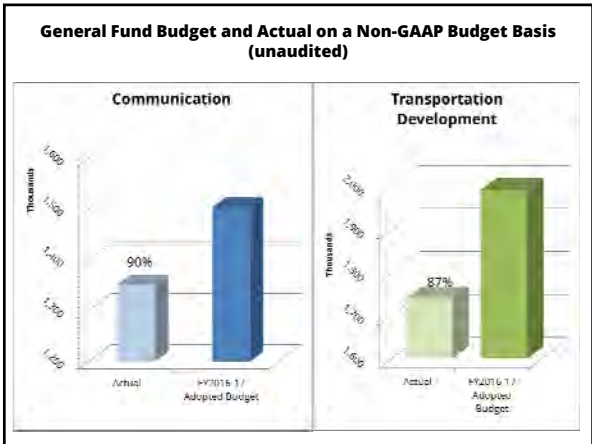
Salem Area Mass Transit District
 Fiscal Year 2016-17 Preliminary Year End Financial Report

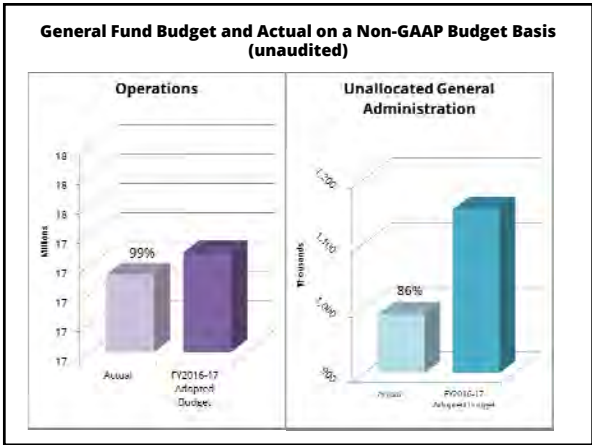
Capital Project Fund Revenues/Resources and Expenses/Requirements Resolution Summary	Actual	FY2016-17 Adopted Budget	% of Budget
Capital Revenues/Resources			
Federal STP Funds	7,737	2,248,500	0%
Federal 5310 Funds Through State	363	224,300	0%
Federal Flex Funds	23,863	1,927,600	1%
FTA 5339 Funds	-	1,943,500	0%
Federal 5307	-	2,503,000	0%
Federal STP Funds	3,697	107,800	3%
Federal 5309 Funds	1,318	2,385,000	0%
Connect Oregon Funds	-	1,000,000	0%
State STF Funds	-	264,600	0%
Capital Revenues/Resources Total	36,978 ^⑩	12,604,300	0%
Capital Expenses/Requirements			
Administration	6,070	349,000	2%
Transportation Development			
Capital Project Administration	21,134	57,800	37%
Keizer Transit Center	185,620	1,679,800	11%
South Salem Transit Center	971	1,520,700	0%
Bus Stops & Shelters	47,880	1,720,999	3%
BI Project	-	125,000	0%
Technology Equipment	77,563	232,000	33%
Operations			
Del Webb Improvements	138,949	330,500	42%
Shop Equipment	-	158,000	0%
Ops Technology Equipment	-	125,000	
Cherriots Revenue Vehicles	10,166	5,950,000	0%
CherryLift Revenue Vehicles	955	635,400	0%
CARTS Revenue Vehicles	955	488,900	0%
CH2 Tenant Improvements	14,287	-	
CH2 Lease Space Improvements	5,000	50,000	10%
Capital Expenses/Requirements Total	509,550	13,423,099	4%

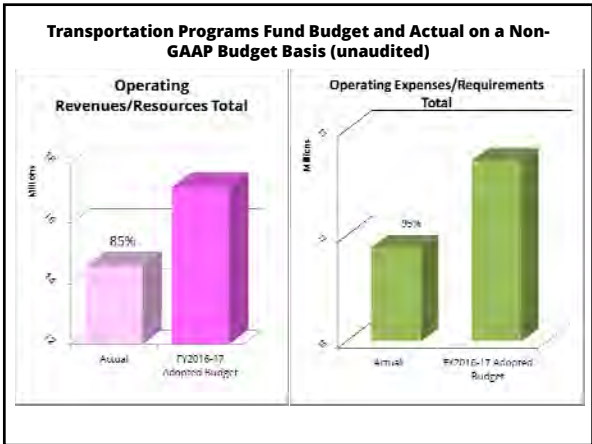


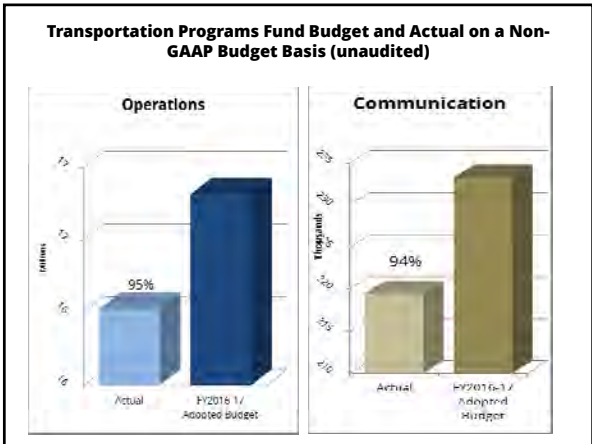


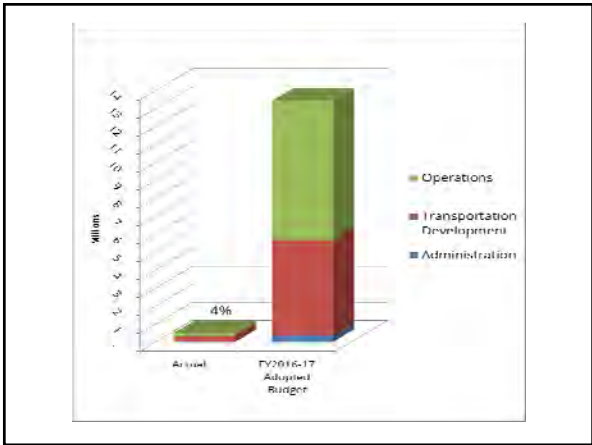















Questions about the FY2017 Preliminary Year End Financial Report?



To: Board of Directors

From: Chris French, Senior Planner
Steve Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: July 27, 2017

Subject: Adoption of Resolution No. 2017-10 - Core Network Policy 118

ISSUE

Shall the Board adopt Resolution No. 2017-10 to create Policy 118 to establish a Core Network of bus service corridors in Salem and Keizer that represents the highest priority for service run by Salem Area Mass Transit District (SAMTD).

BACKGROUND AND FINDINGS

The core network will ensure riders, residents, developers, businesses, and municipal planning organizations know where Cherriots plans to invest the most in transit service, now and in the future. Routes serving the corridors of the core network may change over time, but service along these corridors will be both maintained and prioritized, both in the case of service reductions and service expansions (including weekends and late evenings).

Proposed Corridors

The proposed corridors of the core network were determined by looking at current and historic bus ridership, as well as the comprehensive plan maps (Attachments A and B) and street classification maps for the cities of Salem and Keizer (Attachments C and D).

Proposed corridors (Attachment E) are as follows:

- **High St NE, Broadway St NE, and River Rd N** from Union St NE to Lockhaven Dr NE
- **Lockhaven Dr NE** from River Rd. N to Chemawa Rd NE

- **Summer St NE, Capitol St NE, Fairgrounds Rd NE, and Portland Rd NE** from Union St NE to Hayesville Dr NE
- **Lancaster Dr NE** from Hayesville Dr NE to Rickey St SE
- **Market St NE** from Capitol St NE to Lancaster Dr NE
- **Center St NE** from 13th St NE to Lancaster Dr NE
- **State St** from 13th St to Lancaster Dr
- **Commercial St SE** from Trade St SE to Kuebler Blvd SE
- **Liberty St SE** from Trade St SE to Commercial St SE
- **Skyline Rd S and Liberty Rd S** from Madrona Ave SE to Kuebler Blvd
- **Marion and Center Street Bridges** from Commercial St NE to Wallace Rd NW
- **Edgewater St NW** from Eola Dr NW to Gerth St NW
- **Madrona Ave SE** from Commercial St SE to Liberty St S

When there are two corridors that do not directly connect, Cherriots will have the discretion to change how those corridors are connected to the rest of the network. For example, Route 17 currently travels down Gerth St NW between Edgewater St NW and the Marion and Center Street Bridges. In the future, Cherriots could choose to travel down Patterson St NW instead.

Additionally, Cherriots will commit to serving the Downtown Transit Center and Keizer Transit Center.

In Salem's downtown core (between Front St NE, Union St NE, 13th St NE, and Trade St SE), Cherriots will commit to always providing service. However, the paths of the buses traveling through this area may change over time as streets change (one-way to two-way, additional bike lanes, etc.).

Future Service Changes

With the adoption of Resolution No. 2017-10 to create Core Network Policy 118 (Attachments F-G), future service changes that result in completely removing service from any piece of the core network will require formal action from the Board in advance of the implementation of the change. A public hearing process will be required before the Board takes action.

Partnering with Municipalities

Over the next year, Planning staff will reach out to staff at the City of Salem, City of Keizer, and Marion County to discuss how Cherriots can work with them to improve transit along those corridors.

Communicating the Core Network

In the coming months, Planning and Communication staff will work together to develop a strategy to communicate the core network to riders, residents, developers, etc. The primary goal of this communication will be to help stakeholders understand the impact the core network has on them.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends that the Board adopt Resolution No. 2017-10 to create Policy 118 “Core Network” to establish a core network of bus service corridors in Salem and Keizer that represents the highest priority for service run by Salem Area Mass Transit District.

PROPOSED MOTION

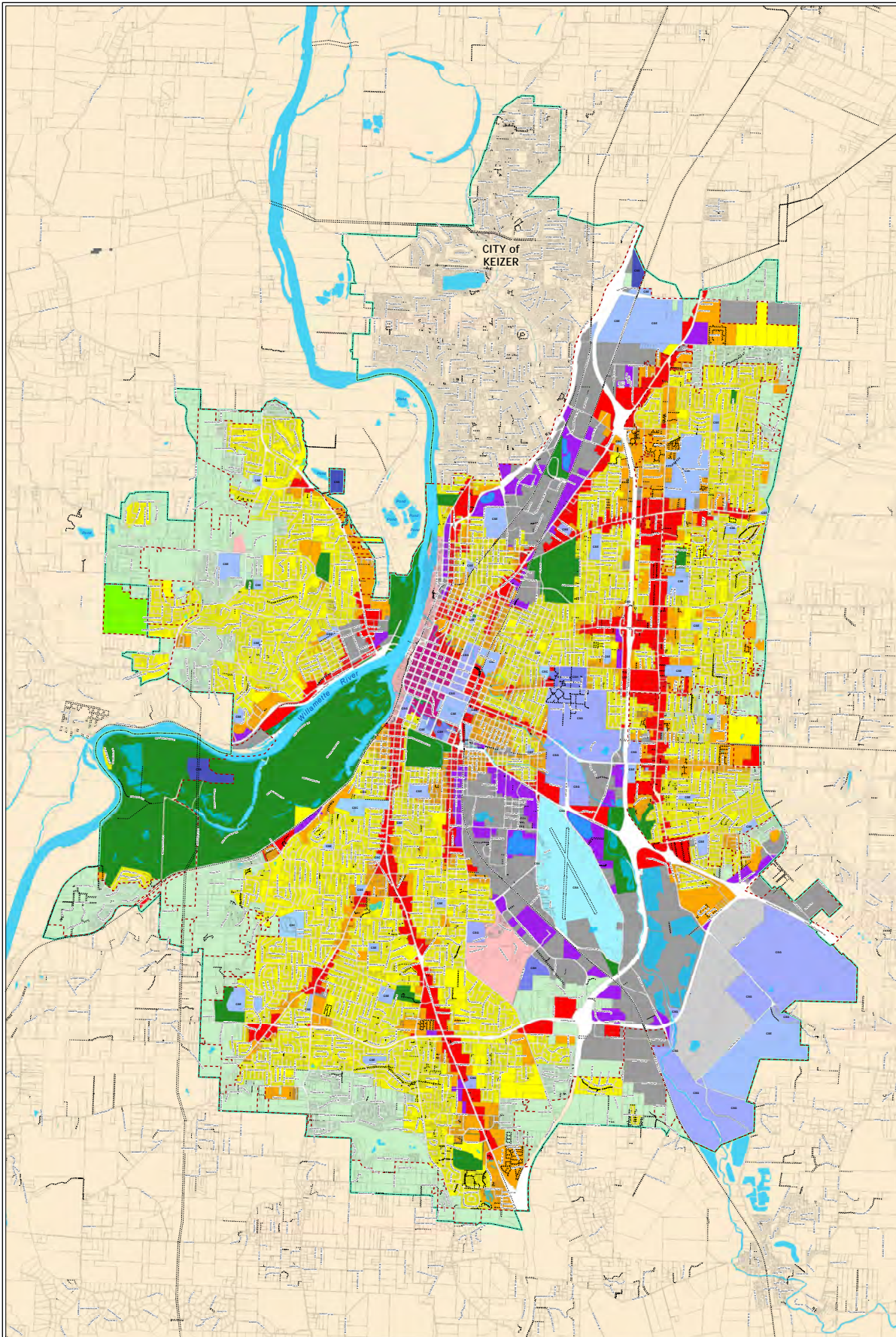
I move that the Board adopt Resolution No. 2017-10 to create Policy 118 “Core Network” to establish a core network of bus service corridors in Salem and Keizer that represents the highest priority for service run by Salem Area Mass Transit District.



Salem Comprehensive Plan

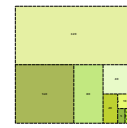
City of Salem
Community Development Department

APRIL
2016



Key

- COM - Commercial
- CB - Commercial Business District
- CS - Community Service
- CSA - Community Service Airport
- CSC - Community Service Cemetery
- CSE - Community Service Education
- CSG - Community Service Government
- CSH - Community Service Hospital
- CSS - Community Service Sewage - Solid Waste
- DR - Developing Residential
- EC - Employment Center
- FRM - Farm Resource Management
- IND - Industrial
- IC - Industrial Commercial
- MU - Mixed Use
- MFR - Multi-Family Residential
- POS - Parks - Open Space - Outdoor Recreation
- ROM - River Oriented Mixed Use
- SFR - Single Family Residential
- Salem City Limits
- Outside Salem Urban Growth Boundary
- UGB



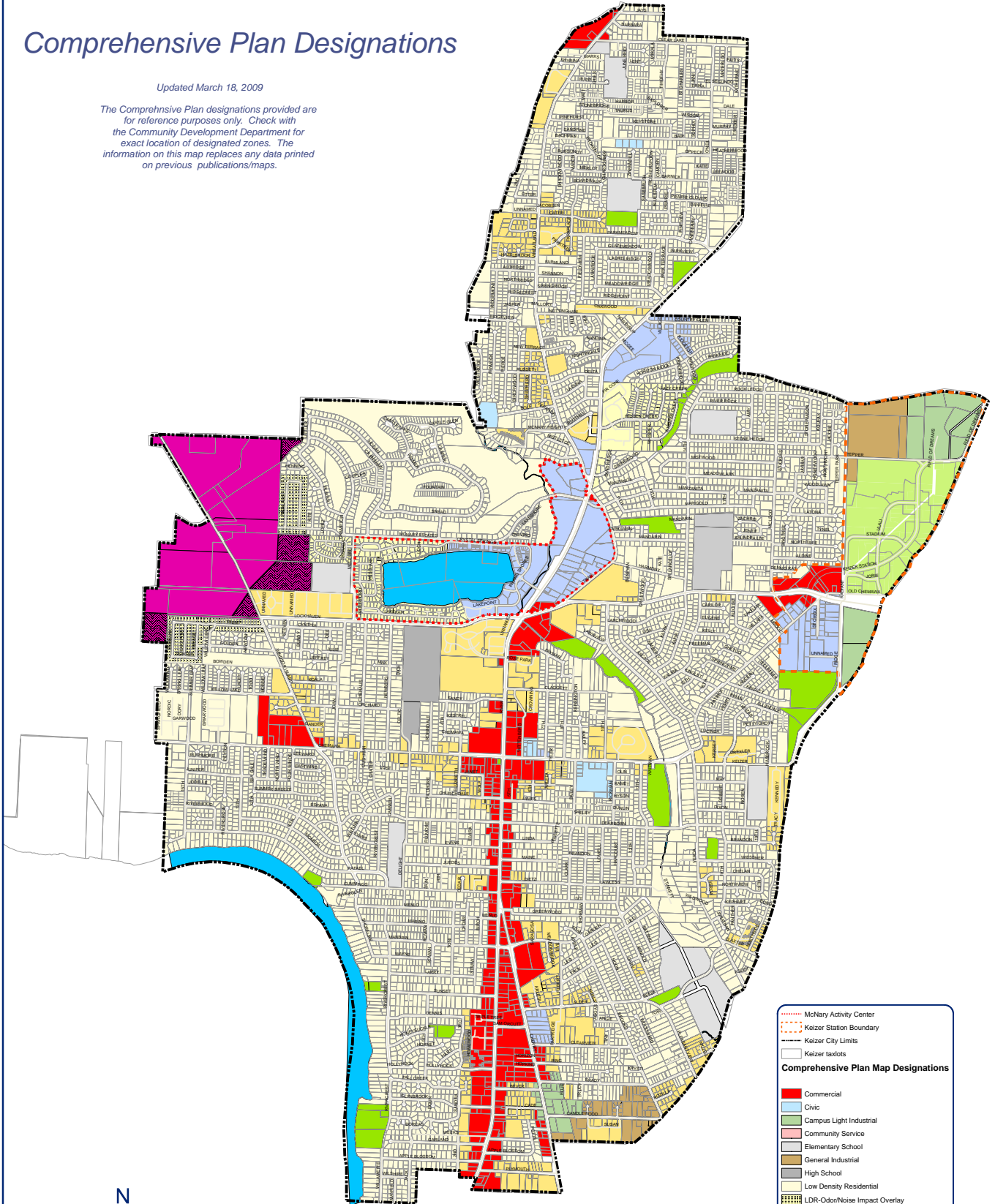
This map was prepared by the City of Salem, Oregon, and is intended for informational purposes only. It is not intended to be used as a legal document. The City of Salem is not responsible for any errors or omissions in this map. The City of Salem is not responsible for any damages or losses resulting from the use of this map. The City of Salem is not responsible for any claims or lawsuits resulting from the use of this map. The City of Salem is not responsible for any claims or lawsuits resulting from the use of this map.

City of Keizer

Comprehensive Plan Designations

Updated March 18, 2009

The Comprehensive Plan designations provided are for reference purposes only. Check with the Community Development Department for exact location of designated zones. The information on this map replaces any data printed on previous publications/maps.



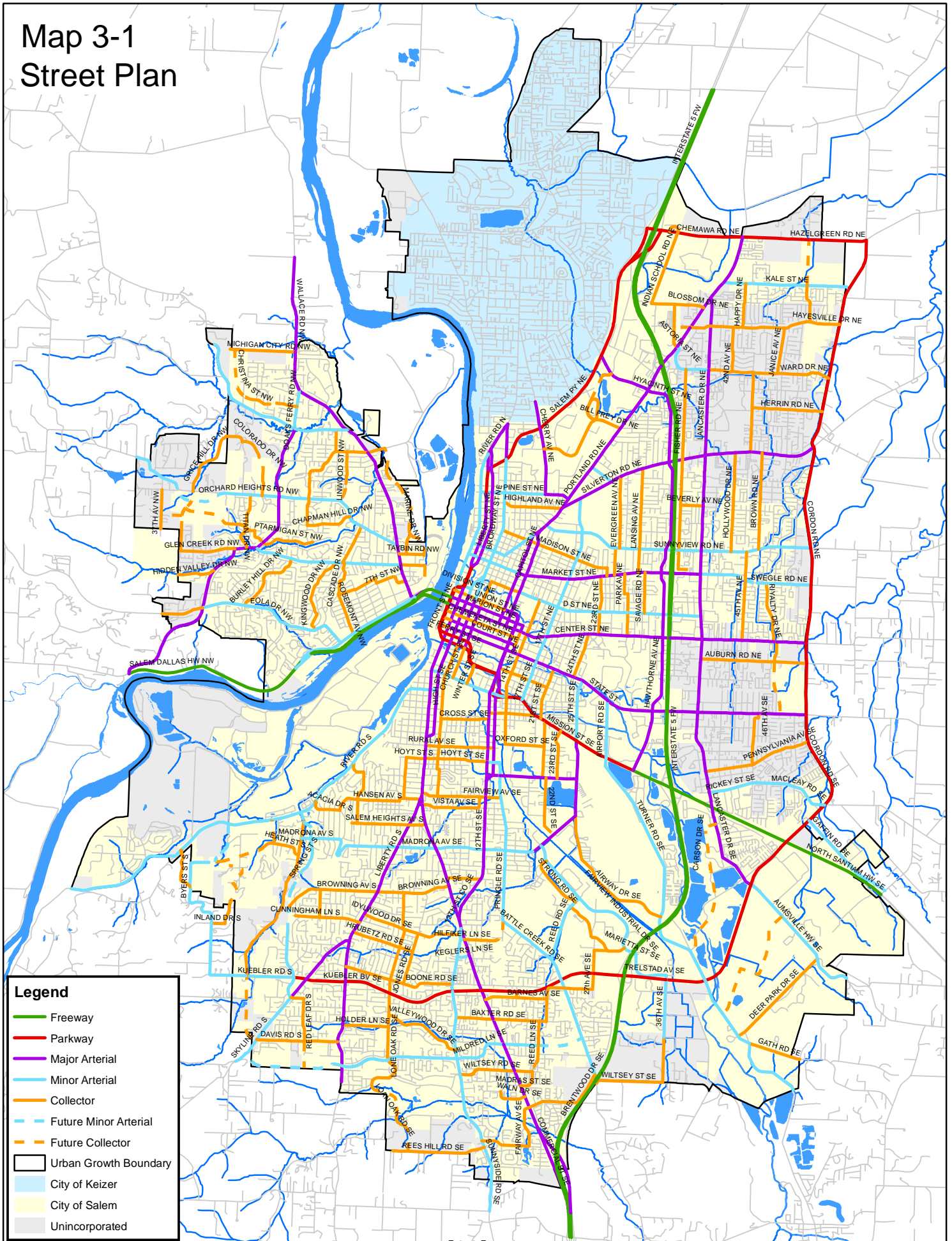
Comprehensive Plan Map Designations

- McNary Activity Center
- Keizer Station Boundary
- Keizer City Limits
- Keizer taxlots

Comprehensive Plan Map Designations

- Commercial
- Civic
- Campus Light Industrial
- Community Service
- Elementary School
- General Industrial
- High School
- Low Density Residential
- LDR-Odor/Noise Impact Overlay
- Medium Density Residential
- Medium High Density Residential
- Middle School
- Mixed Use
- Park
- Special Policy Area
- Limited Use Area
- Special Planning District

Map 3-1 Street Plan

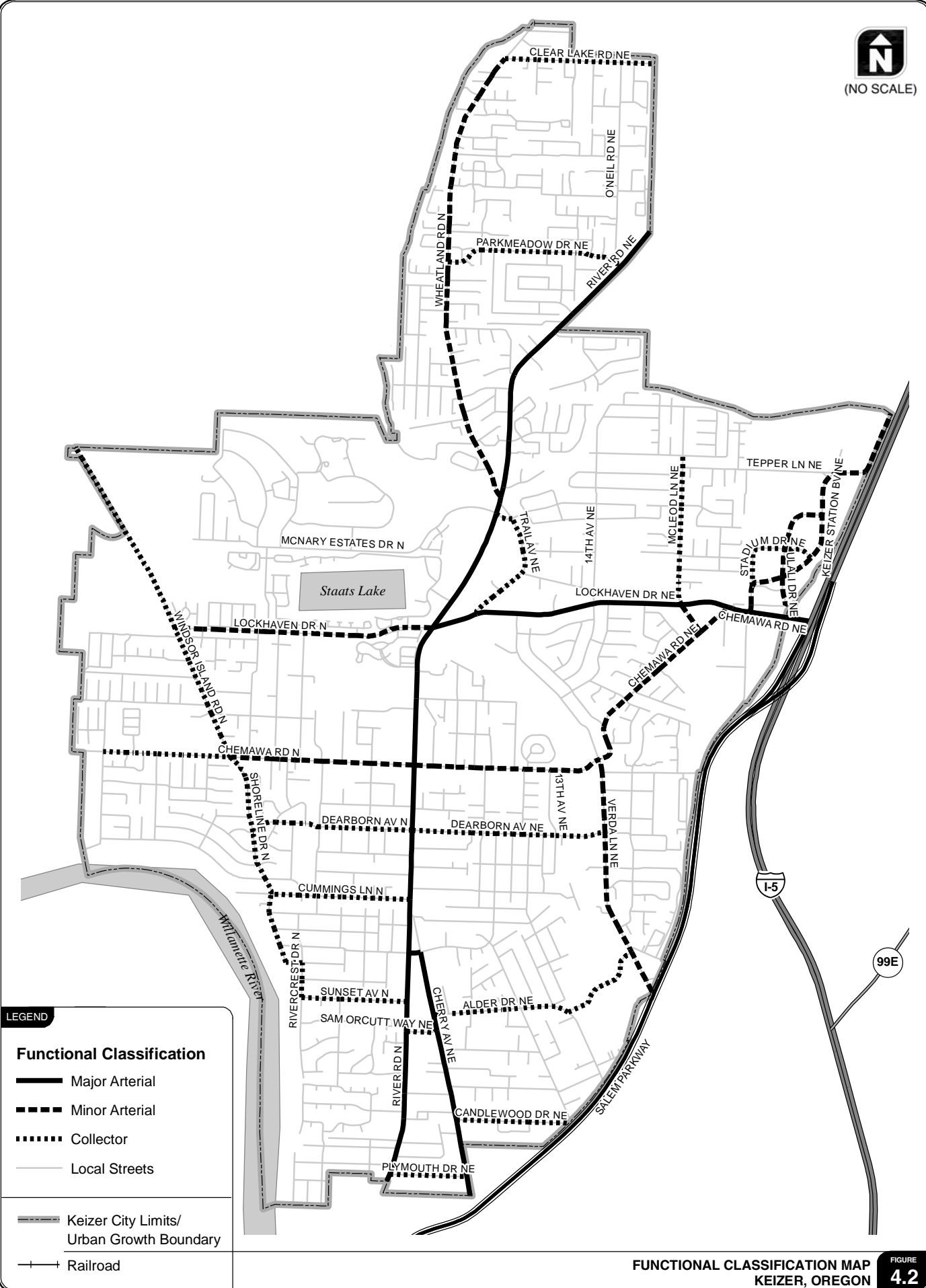


Legend

- Freeway
- Parkway
- Major Arterial
- Minor Arterial
- Collector
- Future Minor Arterial
- Future Collector
- Urban Growth Boundary
- City of Keizer
- City of Salem
- Unincorporated



H:\profile\0310 - Keizer TSP Refinement and Update\gis



LEGEND

Functional Classification

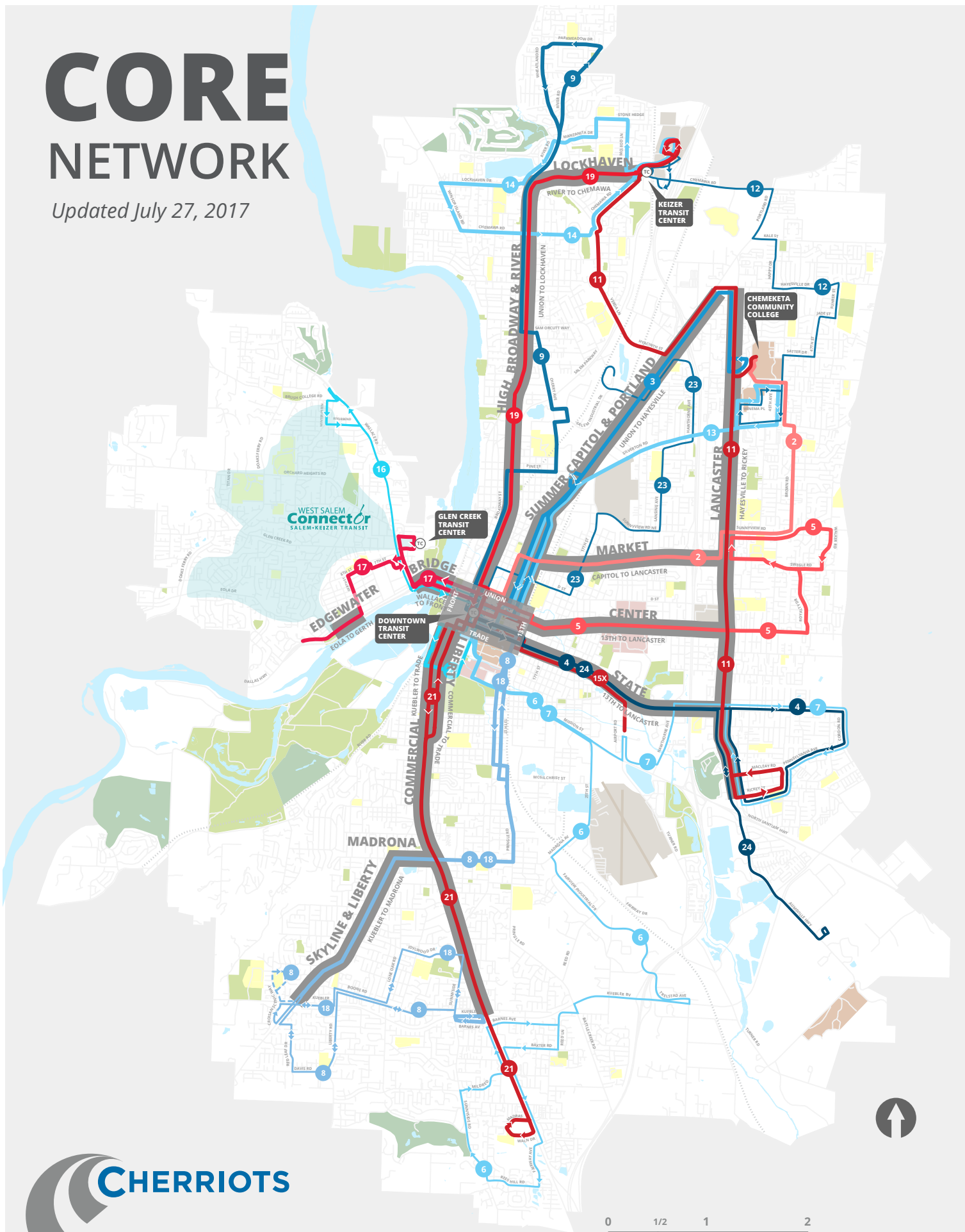
- Major Arterial
- - - Minor Arterial
- Collector
- Local Streets

- Keizer City Limits/
Urban Growth Boundary
- + Railroad

FUNCTIONAL CLASSIFICATION MAP KEIZER, OREGON **FIGURE 4.2**

CORE NETWORK

Updated July 27, 2017





RESOLUTION #2017-10

CREATING POLICY 118 CORE NETWORK

WHEREAS, Salem Area Mass Transit District, hereafter referred to as "District," recognizes the need to establish a Core Network of bus service corridors in Salem and Keizer that represents the highest priority for service.

WHEREAS, the District will ensure riders, residents, developers, businesses, and municipal planning organizations know where the District plans to invest the most in transit service.

WHEREAS, the District's routes serving the corridors of the Core Network may change over time. Service along these corridors will be maintained and prioritized, both in the case of service reductions and service expansions.

WHEREAS, the District shall conduct a public hearing process in accordance with the administrative Major Service Changes Policy 707.04 (A) when any Core Network change is proposed that results in removal or reduction of service in a corridor; and after consideration to views and comments expressed in the hearing is given.

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

THAT, the District adopt Policy 118 to establish a Core Network of transit service corridors in Salem and Keizer that represents the highest priority for service.

ADOPTED by the Salem Area Mass Transit District Board of Directors on this 27th day of July, 2017.

ATTEST:

President
SAMTD Board of Directors

Secretary
SAMTD Board of Directors

Policy:	Core Network	Number: 118
Resolution #2017-10 adopted by the SAMTD Board of Directors on 07/27/2017	Effective Date: 07-27-17	Page 1 of 2

118.01 PURPOSE

To establish a Core Network of bus service corridors in Salem and Keizer that represents the highest priority for service run by Salem Area Mass Transit District (SAMTD). The Core Network will ensure riders, residents, developers, businesses, and municipal planning organizations know where SAMTD plans to invest the most in transit service. Routes serving the corridors of the Core Network may change over time, but service along these corridors will be maintained and prioritized, both in the case of service reductions and service expansions.

118.02 APPLICATION

To set guidelines to facilitate the decision making process in the case of future service reductions and service expansions.

118.03 CORRIDORS DEFINED

The following streets define SAMTD's Core Network -

- High St NE, Broadway St NE and River Rd N (*from Union St NE to Lockhaven Dr NE*)
- Lockhaven Dr NE (*from River Rd N to Chemawa Rd NE*)
- Summer St NE, Capitol St NE, Fairgrounds Rd NE, and Portland Rd NE (*from Union St NE to Hayesville Dr NE*)
- Lancaster Dr NE (*from Hayesville Dr NE to Rickey St SE*)
- Market St NE (*from Capitol St NE to Lancaster Dr NE*)
- Center St NE (*from 13th St NE to Lancaster Dr NE*)
- State St (*from 13th St NE to Lancaster Dr NE*)
- Commercial St SE (*from Trade St SE to Kuebler Blvd SE*)
- Liberty St SE (*from Commercial St SE to Trade St SE*)
- Skyline Rd S and Liberty Rd S (*from Madrona Ave S to Kuebler Blvd*)
- Marion and Center Street Bridges (*from Wallace Rd NW to Commercial St NE*)
- Edgewater St NW (*from Eola Dr NW to Gerth St NW*)
- Madrona Ave SE from Commercial St SE to Liberty St S
- Salem's Downtown (*between Front St NE, Union St NE, 13th St NE, and Trade St SE*)

118.04 RULES OF THE CORE NETWORK

1. Corridor Changes

The Core Network corridors cannot be added to or altered without formal action by SAMTD Board of Directors.

Policy:	Core Network	Number: 118
Resolution #2017-10 adopted by the SAMTD Board of Directors on 07/27/2017	Effective Date: 07-27-17	Page 2 of 2

2. Service Priorities

Priority will be given to service on the Core Network on all days of service, with the highest frequency prioritized on these corridors. All Core Network corridors will have service operating with a minimum of 30 minute headways during all hours of weekday service, and a goal of 15 minute headways during peak periods. Weekend and holidays service, will have a minimum of 60 minute headways, and a goal of 30 minute headways for all. The Salem Downtown area will always have service. However, the paths of the buses traveling through this area may change over time as streets change (one-way to two-way, additional bike lanes, etc.)

3. Service Reductions and Expansions

In the event of service reductions and expansions, the Core Network will be prioritized over coverage in other areas of the system.

4. Public Hearing Requirements

SAMTD shall hold a public hearing when any Core Network change is proposed that results in removal or reduction of service in a corridor. The public hearing process must be conducted in accordance with SAMTD Policy 707.04 (A).

5. Implementation of Changes

No Core Network removal or reduction shall be instituted until after a public hearing is held and after consideration to views and comments expressed in the hearing is given.

118.05 EXCEPTIONS

There may be exceptions to the above policies for emergency situations such as a long term closure of a section of roadway.

Adopted by:

Date:

President, SAMTD Board of Directors / General Manager



BOARD MEETING MEMO

Agenda Item H.3

To: Board of Directors

From: Ted Stonecliffe, Transit Planner II - Programs
Steve Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: July 27, 2017

Subject: Approval of Route 2X – Grand Ronde - Salem Express Title VI Equity Analysis

ISSUE

Shall the Board approve the Title VI Equity Analysis for the removal of Route 2X – Grand Ronde - Salem Express, effective January 2, 2018?

BACKGROUND AND FINDINGS

Salem Area Mass Transit District (SAMTD) currently operates regional express bus service between Salem and Grand Ronde. This service, known as Cherriots Route 2X – Grand Ronde - Salem Express, is operated via a contract between the Confederated Tribes of Grand Ronde (CTGR) and SAMTD. Funding for the service comes primarily from federal tribal transit dollars through the Federal Transit Administration (FTA). CTGR recently put the service contract out for bid and SAMTD made a decision to not submit a bid for the service. Therefore, Cherriots will not be the operator of the service beginning on January 2, 2018. A Title VI Equity Analysis was performed and is included as Attachment A to this memo. The conclusion of the analysis was that removing the service does not create a disparate impact to minorities or a disproportionate burden on low-income individuals.

FTA Circular 4702.1B

SAMTD is required to develop and submit a Title VI program that complies with the requirements of Chapter IV every three years (4-3). That program must set service standards and policies for each route type for all fixed routes (4-4). The District's latest update to its Title VI Program was approved at the May 25, 2017 Board meeting.

SAMTD Title VI Program

The current SAMTD Title VI Program requires an equity analysis when there is a Major Service Change, which SAMTD defines as, among other things, a reduction in service of 15 percent or more of the number of transit route miles based on the miles of an average round-trip of the route. Elimination of a route qualifies as a Major Service Change and therefore must follow the guidelines of the policies equity analysis.

Public Hearing Requirements

Per SAMTD's Major Service Change Policy 707:

"SAMTD shall hold a public hearing when any Major Service Change proposed that results in a decrease in service. Notice must be published in a general circulation newspaper. In addition, notice will be placed in newspapers, publications, or websites that are oriented to specific groups or neighborhoods that may be affected by the proposed service change. The notice must be published at least 30 days prior to the hearing. The notice must contain a description of the proposed service reduction, and the date, time, and place of the hearing."

The public notice for the removal of Route 2X service was published in the Statesman Journal newspaper and on their website on June 26, 2017, which is 31 days before the hearing date of July 27, 2017. This meets the 30-day notification requirement. The date of removal of service published in the notice has since been revised to the end of the year in order to give CTGR more time to replace the service. A copy of the public notice as published is provided in Attachment B. In addition to the public notice, emails were sent to all of the organizations on the "Minority Contacts List," maintained by the SAMTD Planning Department. This list is provided in Attachment C.

FINANCIAL IMPACT

The removal of Cherriots Route 2X service would have neither a positive or negative impact on the operating budget for Cherriots services. The money not spent on Route 2X service, approximately \$180,600 per year of General Fund dollars, is planned to be reallocated to the West Salem fixed-route service, which will replace the West Salem Connector beginning on January 2, 2018.

RECOMMENDATION

Staff recommends the Board approve the Route 2X – Grand Ronde - Salem Express Title VI Equity Analysis for the Route 2X removal to go into effect January 2, 2018.

PROPOSED MOTION

I move that the Board approve the Route 2X – Grand Ronde - Salem Express Title VI Equity Analysis for the Route 2X removal to go into effect January 2, 2018.

Removal of Cherriots Route 2X
Grand Ronde / Salem Express
Title VI Equity Analysis

June 23, 2017



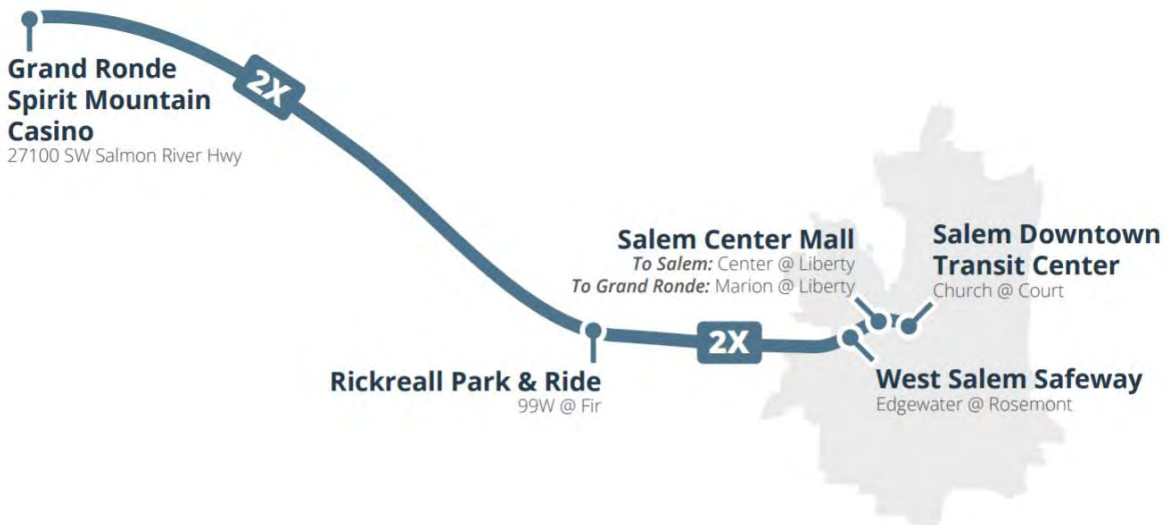
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1. Background

Cherriots has been operating Route 2X Grand Ronde Express (Route 2X) since 2009. Currently Cherriots provides eight round-trips Monday through Friday between the Downtown Transit Center in Salem and the Spirit Mountain Casino. The service was initially started to address employee retention issues at the casino. With the casino being located several miles from nearby communities, the cost of commuting when fuel prices were high was prohibitive for many current and prospective employees. Figure 1 below shows the current path and stops of the service:

Figure 1. Path, Stops, and Timepoints of Route 2X - Grand Ronde -- Salem Express



Ridership Trends

Since the service started, a number of changes have been implemented to attempt to improve ridership. These include adding a trip (originally there were only seven round-trips), adding service to the tribal governance center (which was later removed due to little or no use), and adjustments to the schedule in an attempt to provide better service for the casino’s employees. The most recent change was coordination with the Coastal Connector service operated by Tillamook County Transportation District. This service provides three trips per day between Lincoln

City and the Spirit Mountain Casino Monday through Friday, and between Lincoln City and the Salem Amtrak/Greyhound station on Saturdays and Sundays.

Even with all of the changes introduced to improve ridership, overall ridership has dropped by 27 percent over the last three years. Some of this decline is the general decline in ridership Cherriots has experienced on all of its regional routes due to a better economy and low gas prices (15-20% decline each year). In **Table 1** average daily ridership by time of day is displayed. This shows when people are riding, the direction they are traveling, and the decline in average daily ridership between 2014 and 2016.

Table 1. Route 2X Ridership by Time of Day

	Round-Trip Time from Salem	6:30 am	7:30 am	1:30 pm	3:30 pm	4:30 pm	5:30 pm	8:30 pm	10:30 pm	<i>Daily Total</i>
	Trip from Salem Percentage	60%	69%	85%	43%	0%	0%	0%	21%	
	Trip from Spirit Mountain Percentage	40%	31%	15%	57%	100%	100%	100%	79%	
2014	Annual Daily Total Average	13	10	19	12	8	7	12	9	90
	From Salem	8	7	16	5	0	0	0	2	38
	From SMC	5	3	3	7	8	7	12	7	52
2015	Annual Daily Total Average	11	10	16	12	10	8	12	6	86
	From Salem	7	7	14	5	0	0	0	1	34
	From SMC	4	3	2	7	10	8	12	5	52
2016	Annual Daily Total Average	7	9	17	9	10	3	9	3	67
	From Salem	4	6	15	4	0	0	0	1	30
	From SMC	3	3	3	5	10	3	9	2	38

3 Year Average	3-year Daily Total Average	10	10	18	11	9	6	11	6	81
	From Salem	6	7	15	5	0	0	0	1	34
	From SMC	4	3	3	6	9	6	11	5	47

Funding Issue

In preparation for renewing the service contract with the Confederated Tribes of Grand Ronde (CTGR), District staff met to review operational costs in comparison to revenue received from CTGR for the operation of Route 2X. When a full evaluation was conducted it was determined that the revenue received from CTGR was only covering 59 percent of the cost of operating Route 2X. This meant the District has been subsidizing 41 percent of the service.

Once this information was brought to the attention of Transportation Development staff alternatives were developed to address the cost overages. It was very clear that the District could not continue to subsidize Route 2X into the future.

The following options were presented to Kim Rogers with the CTGR for consideration:

- Continue to provide eight round trips per day with CTGR paying the full amount of the cost to operate Route 2X. This would require CTGR to pay the additional \$180,600 per year.
- Reduce the number of trips provided each day to a level that could be sustained with the contracted rate of approximately \$265,000 per year. This would result in a loss of half of the round trips.

- CTGR could put the service contract out to bid and allow the service to be provided by another transit service.

Due to scheduling requirements, Cherriots will continue to operate the service at the current level through December 31, 2017. At that point, service will no longer be offered by Cherriots. CTGR will be continuing a certain amount of service (yet to be determined) through a contract with a new service provider and will provide some service between Salem and Grand Ronde. Details are still to be determined.

2. Title VI Requirements

As a recipient of Federal financial assistance, SAMTD must ensure that service changes – both increases and reductions – comply with Title VI of the Civil Rights Act of 1964, which states: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The FTA has provided specific implementing guidelines and regulations for complying with Title VI in Circular 4702.1B (“Circular”). Due to the interrelated nature of race/ethnicity and income, the Circular instructs transit agencies to consider impacts on low-income populations as well as minority populations; the assessment of potential Title VI issues related to service changes is completed through a service equity analysis.

3. SAMTD Title VI Compliance

In the spring of 2014, SAMTD submitted its Title VI program to comply with the latest FTA Circular. A letter of concurrence was received in December 2015 from the FTA stating that the SAMTD Title VI Program complies with the Circular. The program outlines agency policies, definitions, and procedures for complying with Title VI and performing equity analyses. This includes the agency's Major Service Change, Adverse Effects, Disparate Impact, Disproportionate Burden, and Public Hearing policies. An update to the program was approved by the SAMTD Board of Directors at the May 25, 2017 Board meeting including many changes to the Title VI policies named above. The following summarizes these policies, but if further information is needed, the reader is directed to the full 2017 SAMTD Title VI Program, available on cherriots.org.

3.1 Major Service Changes Policy

All changes in service meeting the definition of Major Service Change are subject to a Title VI Equity Analysis. A Major Service Change is defined as:

1. Either a reduction or an expansion in service of:
 - a. 15 percent or more of the number of transit route miles based on the miles of an average round-trip of the route (this includes routing changes where route miles are neither increased nor reduced (i.e., re-routes)), or;
 - b. 15 percent or more of a route's frequency of the service (defined as the average hourly frequency throughout one service day for local fixed routes and as daily round trips for regional express routes) on a daily basis for the day of the week for which a change is made or;
 - c. 15 percent in the span (hours) of a route's revenue service (defined as the time between the first served stop of the day and the last stop), on a daily basis for the day of the week for which a change is made;
2. A transit route split where either of the new routes meet any of the above thresholds when compared to the corresponding piece of the former route.
3. A new transit route is established.

A Major Service Change occurs whether the above thresholds are met:

1. Within a single service proposal, or;
2. Due to a cumulative effect of routing, frequency, or span changes over the year prior to the analysis.

3.2 Definition of Adverse Effects

Adverse effects of Major Service Changes are defined as:

1. A decrease in the level of transit service (hours, days, and/or frequency) by 15%; and/or
2. Decreased access to comparable transit service, which is defined as an increase of the access distance to beyond:
 - a. One quarter mile for bus stops served by less than four buses per hour during peak times, or;
 - b. One half mile for bus stops served by four or more buses per hours during peak times, as well as for all regional express service.

3.3 Disparate Impact Policy

Testing for Disparate Impact evaluates effects on minority riders or populations as compared to non-minority riders or populations. "Minority" is defined as all persons who identify as being part of a racial/ethnic group besides white, non-Hispanic.

3.3.1 Disparate Impact Analysis

The determination of disparate impact associated with service changes is defined separately for impacts of changes on individual route, and for system-level impacts of changes on more than one route, as well as for both service reductions and service improvements:

1. In the event of potential adverse effects resulting from service reductions:
 - a. A Major Service Change to a single route will be considered to have a potential disparate impact if the percentage of impacted

minority population in the service area of the route exceeds the percentage of minority population of Marion and Polk Counties by at least 5 percentage points (e.g., 36 percent compared to 31 percent).

b. To determine the systemwide impacts of Major Service Change reductions on more than one route, the percentage of Marion and Polk Counties' minority population that is impacted is compared to the percentage of Marion and Polk Counties' non-minority population that is impacted. If the percentage of the minority population impacted is at least 20 percent greater than the percentage of the non-minority population impacted (e.g., 12 percent compared to 10 percent), the overall impact of changes will be considered disparate.

2. In the event of service improvements:

a. A major service change to a single route will be considered to have a potential disparate impact if:

i. The improvement is linked to other service changes that have disproportionate and adverse effects on minority populations, or;

ii. The percentage of impacted minority population in the service area of the route is less than the percentage of minority population of Marion and Polk Counties by at least 5 percentage points (e.g., 26 percent compared to 31 percent).

b. To determine the systemwide impacts of Major Service Change improvements on more than one route, the percentage of Marion and Polk Counties' minority population that is impacted is compared to the percentage of Marion and Polk Counties' non-minority population that is impacted. If the percentage of the minority

population impacted is at least 20 percent less than the percentage of the non-minority population impacted (e.g., 8 percent compared to 10 percent), the overall impact of the changes will be considered disparate.

3.4 Disproportionate Burden Policy

Testing for a Disproportionate Burden evaluates potential effects on low-income riders or populations, defined as riders or populations at or below 150% of the federal poverty level.

3.4.1 Disproportionate Burden Analysis

The determination of disproportionate burden associated with service changes is defined separately for impacts of changes on individual route, and for system-level impacts of changes on more than one route, as well as for both service reductions and service improvements:

1. In the event of potential adverse effects resulting from service reductions:
 - a. A Major Service Change to a *single route* will be considered to have a potential disproportionate burden if the percentage of impacted low-income population in the service area of the route exceeds the percentage of low-income population of Marion and Polk Counties by at least 5 percentage points (e.g., 36 percent compared to 31 percent).
 - b. To determine the *systemwide* impacts of Major Service Change reductions on more than one route, the percentage of Marion and Polk Counties' low-income population that is impacted is compared to the percentage of Marion and Polk Counties' non-low-income population that is impacted. If the percentage of the low-income population impacted is at least 20 percent greater than the percentage of the non-low-income population impacted (e.g., 12

percent compared to 10 percent), the overall impact of changes (burden) will be considered disproportionate.

2. In the event of service improvements:

a. A major service change to a *single route* will be considered to have a potential disproportionate burden if:

- i. The improvement is linked to other service changes that have disproportionate and adverse effects on low-income populations, or;
- ii. The percentage of impacted low-income population in the service area of the route is less than the percentage of low-income population of Marion and Polk Counties by at least 5 percentage points (e.g., 26 percent compared to 31 percent).

To determine the *systemwide* impacts of major service change improvements on more than one route, the percentage of Marion and Polk Counties' low-income population that is impacted is compared to the percentage of Marion and Polk Counties' non-low-income population that is impacted. If the percentage of the low-income population impacted is at least 20 percent less than the percentage of the non-low-income population impacted (e.g., 8 percent compared to 10 percent), the overall impact of changes (burdens) will be considered disproportionate.

3.5 Requirement for a Public Hearing

The following paragraph defines when a public hearing is required in the case of service changes:

SAMTD shall hold a public hearing when any Major Service Change proposed that results in a decrease in service. Notice must be published in a general circulation newspaper. In addition, notice will be placed in newspapers, publications, or websites that are oriented to specific groups or

neighborhoods that may be affected by the proposed Major Service Change. The notice must be published at least 30 days prior to the hearing. The notice must contain a description of the proposed service reduction, and the date, time, and place of the hearing.

4. Equity Analysis

In order to determine whether these planned service changes have the potential to lead to a disparate impact or disproportionate burden, District staff used the above definitions to analyze the differences between the current service and the planned service (elimination of Route 2X).

4.1 Major Service Change Test

The removal of Route 2X meets the definition of a major service change because elimination of the route is a decrease in more than 15 percent of the route miles, frequency, and span of revenue service.

4.2 Adverse Effects Test

Based on the adverse effects definition, removing the Grand Ronde and Rickreall Park and Ride stops qualifies as an adverse effect since there are no comparable stops within a half mile of the service. Table 1 contains the current demographic data for the block groups served by Route 2X. The following impacts are noted:

- Adverse effect for removing Grand Ronde and Rickreall Park and Ride stops
- Adverse effect for decrease in frequency

4.3 Disparate Impact and Disproportionate Burden Test

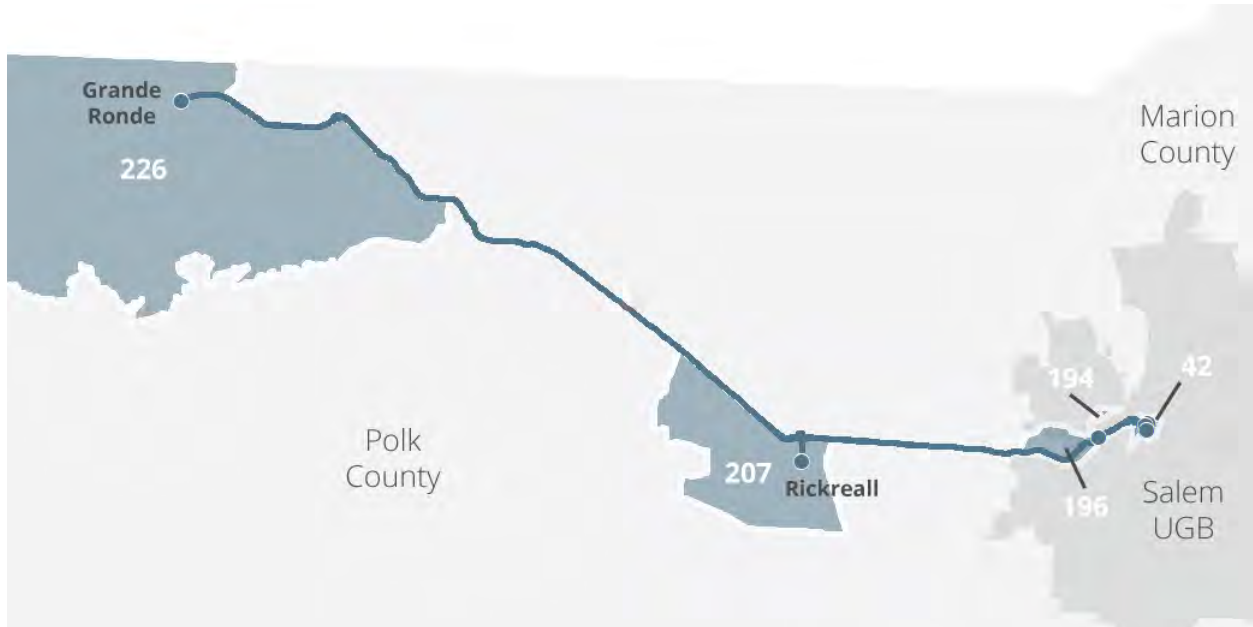
Route 2X has stops in five block groups defined by the U.S. Census. Table 1 and Figure 2 below show the percentages of minority and low-income populations in each block group and compares them to the overall averages for the SAMTD service

area. Table 1 shows that the average minority and low-income populations for all Route 2X block groups are below the averages for the SAMTD service area.

Table 1. Share of Minority and Low-Income Residents Living in Block Groups in Route 2X Service Area Compared to SAMTD Service Area Average

Block Group FID	Minorities	Total Pop	% Min	Poverty	Total Pov. Pop	% Poverty
226 (Grand Ronde)	588	2,138	27.5%	522	2,115	24.7%
207 (Rickreall)	54	2,152	2.5%	409	2,124	19.3%
194 (West Salem Safeway)	73	484	15.5%	104	484	21.5%
196 (West Salem Safeway)	1,043	3,480	30.0%	1,033	3,465	29.8%
42 (Salem Center Mall and Downtown Salem)	141	717	19.7%	301	685	43.9%
Route 2X Service Area Total	1,899	8,971	21.2%	2,369	8,873	26.7%
SAMTD Service Area			30.6%			29.4%

Figure 2. Route 2X Service Area (Census Block Groups 42, 194, 196, 207, and 226)



Therefore, the removal of the Route 2X does not present any potential disparate impacts to minorities nor any disproportionate burdens on low-income populations.

4.4 Public Hearing Test

A public hearing is required for this change since this is a Major Service Change with a decrease in service. A Public Notice was published in the Statesman Journal in English on June 26, 2017. A sentence in Spanish directing Spanish speakers to Cherriots.org for a Spanish version of the notice was included at the bottom of the text.

4.5 Avoidance, Minimization, Mitigation, or Justification of Adverse Effects

By policy, SAMTD must avoid, minimize, mitigate, or justify any adverse effects resulting from any Major Service Change if there's a potential disparate impact or disproportionate burden identified. This could include:

- Altering the service proposal to avoid, minimize, or mitigate potential disparate impacts, or;
- Providing a substantial legitimate justification for keeping the proposal as-is, and showing that there are no alternatives that would have a less disparate impact on minority riders or a less disproportionate burden on low-income riders, but would still accomplish the project or program goals.

Most likely, the Route 2X service will be replaced by CTGR with comparable service between Salem and Grand Ronde. At the time of this writing, details of any future service are unknown. Therefore, there is a potential adverse effect from a decrease in frequency of service and the potential for the new service to not serve the Rickreall Park and Ride.

Other things to note about the removal of Route 2X:

- The Rickreall Park and Ride stop does not serve any residential areas, just the businesses surrounding the park and ride location
- CTGR pays for a majority of the service and they have put the service out for bid; Cherriots decided not to bid on the route either by its directly-operated staff or by its Contracted Transportation service

5. Summary and Conclusions

The Route 2X service is primarily paid for by Federal and State transit grants. As such, Cherriots operated the service for many years, with the intention of only paying for one out of eight round trips per day with money from the General Fund. However, Cherriots found that it was subsidizing the cost to operate the service more than the agreed amount and decided not to bid on the service.

- There is a potential adverse effect from a decrease in round trips of service and the potential for the new service to not serve the current stops.
- There are no disparate impacts to minorities or disproportionate burdens to low-income individuals due to the elimination of Route 2X since the

demographics of the residents who reside in the block groups served are below the SAMTD service area averages.

Thus, given the available data and established methodology, removing the Route 2X from the Cherrlots regional express network does not create a disparate impact to minorities or a disproportionate burden on low-income individuals.



Order Confirmation for Ad #: 0002228680

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Address: 555 COURT ST NE STE 5230
 SALEM OR 97301 USA
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Phone: 5035882424

SALEM-KEIZER TRANSIT

Ordered By: Jolynn Franke

OrderStart Date: 06/26/2017

Order End Date: 06/26/2017

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
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Order Created 06/21/2017

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Text of Ad: 06/21/2017

PUBLIC NOTICE

ELIMINATION OF CHERRIOTS ROUTES 2X AND 15X
(GRAND RONDE - SALEM EXPRESS AND
AIRPORT ROAD PARK AND RIDE EXPRESS,
RESPECTIVELY)

The Salem Area Mass Transit District (SAMTD) Board of Directors is conducting a Public Hearing for the purpose of receiving input on the proposed elimination of Cherrriots Routes 2X and 15X (Grand Ronde - Salem Express and Airport Road Park and Ride Express, respectively) beginning September 5, 2017. The removal of Route 15X service is contingent on a funding decision by the Oregon State legislature. Cherrriots is the public transportation service inside the Salem-Keizer Urban Growth Boundary. It also operates regional express bus service within Marion and Polk Counties.

The public hearing on the proposed changes will be held at the July 27th Board meeting at 6:30 p.m. in the **Senator Hearing Room at 555 Court St. NE, Salem, OR 97301**. Comments from riders and the public are welcome and invited.

You may attend the Public Hearing to testify; and/or mail your written comments to the attention of the Board of Directors or bring them to the Administration Office at 555 Court St NE, Suite 5230, Salem, OR 97301; or send your comments by email to board@cherrriots.org by 5:00 PM on July 26, 2017.

For further information about these service changes, contact Ted Stonecliffe at (503) 588-2424.

Si desea una copia de este aviso público en español, por favor visite el sitio web a partir del 27 de junio 2017 (<http://cherrriots.org/Route15X>) o por teléfono: 503-588-2424.

Publish: Statesman Journal; June 26, 2017

Statesman Journal June 26, 2017

**Contact Information for Groups in Marion and Polk Counties that have a
Focus on Race, Color, or National Origin**

Office of Minority, Women and Emerging Small Business

Latino Business Alliance

Strategic Economic Development Corporation (SEDCOR)

The Nonprofit Association of Oregon:

Great nonprofits:

Chemawa Indian School

Chemeketa Community College Multicultural Center

Greater Salem Filipino American Association

Mano a Mano Family Center

NAACP

Oregon Black Pioneers

Oregon Micronesian Community

Salem Multicultural Institute

The Confederated Tribes of Grand Ronde

Willamette University Office of Multicultural Affairs



BOARD MEETING MEMO

Agenda Item H.4

To: Board of Directors

From: Ted Stonecliffe, Transit Planner II - Programs
Steve Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: July 27, 2017

Subject: Approval of Route 15X – Airport Road Park and Ride Express Title VI Equity Analysis

ISSUE

Shall the Board approve the Title VI Equity Analysis for the removal of Route 15X – Airport Road Park and Ride Express, effective September 5, 2017?

BACKGROUND AND FINDINGS

Salem Area Mass Transit District (SAMTD) currently operates express bus service between the Airport Road Park and Ride and the Capitol Mall area. This service, known as Cherriots Route 15X – Airport Road Park and Ride Express, is operated via an intergovernmental agreement between the State of Oregon Department of Administrative Services (DAS) and SAMTD. Funding for the service comes directly from DAS to SAMTD to provide the service as prescribed in the agreement. The Oregon Legislature did not include funding for the continuation of the service in its 2018 budget. Therefore, Cherriots will terminate the service as of September 5, 2017 due to loss of funding. A Title VI Equity Analysis was performed and is included as Attachment A to this memo. The conclusion of the analysis was that removing the service does not create a disparate impact to minorities or a disproportionate burden on low-income individuals.

FTA Circular 4702.1B

SAMTD is required to develop and submit a Title VI program that complies with the requirements of Chapter IV every three years (4-3). That program must set service standards and policies for each route type for all fixed routes (4-4). The District's latest update to its Title VI Program was approved at the May 25, 2017 Board meeting.

SAMTD Title VI Program

The current SAMTD Title VI Program requires an equity analysis when there is a Major Service Change, which SAMTD defines as, among other things, a reduction in service of 15 percent or more of the number of transit route miles based on the miles of an average round-trip of the route. Elimination of a route qualifies as a Major Service Change and therefore must follow the guidelines of the policy's equity analysis.

Public Hearing Requirements

Per SAMTD's Major Service Change Policy 707:

"SAMTD shall hold a public hearing when any Major Service Change proposed that results in a decrease in service. Notice must be published in a general circulation newspaper. In addition, notice will be placed in newspapers, publications, or websites that are oriented to specific groups or neighborhoods that may be affected by the proposed service change. The notice must be published at least 30 days prior to the hearing. The notice must contain a description of the proposed service reduction, and the date, time, and place of the hearing."

The public notice for the removal of Route 15X service was published in the Statesman Journal newspaper and on their website on June 26, 2017, which is 31 days before the hearing date of July 27, 2017. This meets the 30-day notification requirement. A copy of the public notice as published is provided in Attachment B. In addition to the public notice, emails were sent to all of the organizations on the "Minority Contacts List," maintained by the SAMTD Planning Department. This list is provided in Attachment C. Finally, a copy of the Intergovernmental Agreement with the State of Oregon is provided in Attachment D.

FINANCIAL IMPACT

The removal of Cherriots Route 15X service has a minimal impact on the operating budget for Cherriots service since the revenue received to operate Route 15X and for the State Bus Pass Program is cancelled along with the elimination of service on September 5, 2017.

RECOMMENDATION

Staff recommends the Board approve the Route 15X – Airport Road Park and Ride Express Title VI Equity Analysis for the Route 15X removal to go into effect September 5, 2017.

PROPOSED MOTION

I move that the Board approve the Route 15X – Airport Road Park and Ride Express Title VI Equity Analysis for the Route 15X removal to go into effect September 5, 2017.

Removal of Cherriots Route 15X
Airport Road Park and Ride Express
Title VI Equity Analysis

June 23, 2017



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1. Background

In March 2016, the State of Oregon passed a budget bill that included funding for the restoration of Route 15X - Airport Road Park and Ride Express. This was in response to the need for mitigation of a lack of parking for State employees who work in the vicinity of the Capitol Mall. At the time, the Airport Road Park and Ride had a limited amount of service (once an hour) from Cherriots Route 4, but the State wanted a dedicated service for its employees who work in the downtown and Capitol Mall areas. The service began in June, 2016, and funding has not been included in the budget for the upcoming fiscal year. Therefore, as stated in the Intergovernmental Agreement between the State and the District, service will be terminated immediately as soon as funding becomes unavailable. The last day of service is proposed to coincide with the District's triannual service change cycle, on September 1, 2017.

Route 15X travels from the Airport Road Park and Ride to the State Capitol Mall and downtown Salem district. It is primarily designed to allow State employees to park their cars at the Airport Road Park and Ride and quickly get to the State buildings in the Capitol Mall area. However, this route is open to the public, so others do benefit from the limited stops it serves along State Street. The route operates from 6:15 a.m. to 8:53 p.m. and runs at 15-minute headways in the peak commute hours (6:15 a.m. to 9:00 a.m. and 3:00 to 6:00 p.m.) and 30-minute headways in the off-peak hours. Figure 1 below shows the path, stops, and timepoints of Route 15X service as it operates today.

Figure 1. Path, Stops, and Timepoints of Route 15X - Airport Road Park and Ride Express



2. Title VI Requirements

As a recipient of Federal financial assistance, SAMTD must ensure that service changes – both increases and reductions – comply with Title VI of the Civil Rights Act of 1964, which states: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The FTA has provided specific implementing guidelines and regulations for complying with Title VI in Circular 4702.1B (“Circular”). Due to the interrelated nature of race/ethnicity and income, the Circular instructs transit agencies to consider impacts on low-income populations as well as minority populations; the assessment of potential Title VI issues related to service changes is completed through a service equity analysis.

3. SAMTD Title VI Compliance

In the spring of 2014, SAMTD submitted its Title VI program to comply with the latest FTA Circular. A letter of concurrence was received in December 2015 from the FTA stating that the SAMTD Title VI Program complies with the Circular. The program outlines agency policies, definitions, and procedures for complying with Title VI and performing equity analyses. This includes the agency’s Major Service Change, Adverse Effects, Disparate Impact, Disproportionate Burden, and Public Hearing policies. An update to the program was approved by the SAMTD Board of Directors at the May 25, 2017 Board meeting including many changes to the Title VI policies named above. The following summarizes these policies, but if further information is needed, the reader is directed to the full 2017 SAMTD Title VI Program, available on Cherriots.org.

3.1 Major Service Changes Policy

All changes in service meeting the definition of Major Service Change are subject to a Title VI Equity Analysis. A Major Service Change is defined as:

1. Either a reduction or an expansion in service of:
 - a. 15 percent or more of the number of transit route miles based on the miles of an average round-trip of the route (this includes routing changes where route miles are neither increased nor reduced (i.e., re-routes)), or;

- b. 15 percent or more of a route's frequency of the service (defined as the average hourly frequency throughout one service day for local fixed routes and as daily round trips for regional express routes) on a daily basis for the day of the week for which a change is made or;
 - c. 15 percent in the span (hours) of a route's revenue service (defined as the time between the first served stop of the day and the last stop), on a daily basis for the day of the week for which a change is made;
2. A transit route split where either of the new routes meet any of the above thresholds when compared to the corresponding piece of the former route.
 3. A new transit route is established.

A Major Service Change occurs whether the above thresholds are met:

1. Within a single service proposal, or;
2. Due to a cumulative effect of routing, frequency, or span changes over the year prior to the analysis.

3.2 Definition of Adverse Effects

Adverse effects of Major Service Changes are defined as:

1. A decrease in the level of transit service (hours, days, and/or frequency) by 15%; and/or
2. Decreased access to comparable transit service, which is defined as an increase of the access distance to beyond:
 - a. One quarter mile for bus stops served by less than four buses per hour during peak times, or;

- b. One half mile for bus stops served by four or more buses per hours during peak times, as well as for all regional express service.

3.3 Disparate Impact Policy

Testing for Disparate Impact evaluates effects on minority riders or populations as compared to non-minority riders or populations. “Minority” is defined as all persons who identify as being part of a racial/ethnic group besides white, non-Hispanic.

3.3.1 Disparate Impact Analysis

The determination of disparate impact associated with service changes is defined separately for impacts of changes on individual route, and for system-level impacts of changes on more than one route, as well as for both service reductions and service improvements:

1. In the event of potential adverse effects resulting from service reductions:
 - a. A Major Service Change to a single route will be considered to have a potential disparate impact if the percentage of impacted minority population in the service area of the route exceeds the percentage of minority population of Marion and Polk Counties by at least 5 percentage points (e.g., 36 percent compared to 31 percent).
 - b. To determine the systemwide impacts of Major Service Change reductions on more than one route, the percentage of Marion and Polk Counties’ minority population that is impacted is compared to the percentage of Marion and Polk Counties’ non-minority population that is impacted. If the percentage of the minority population impacted is at least 20 percent greater than the percentage of the non-minority population impacted (e.g., 12 percent compared to

10 percent), the overall impact of changes will be considered disparate.

2. In the event of service improvements:

a. A major service change to a single route will be considered to have a potential disparate impact if:

- i. The improvement is linked to other service changes that have disproportionate and adverse effects on minority populations, or;
- ii. The percentage of impacted minority population in the service area of the route is less than the percentage of minority population of Marion and Polk Counties by at least 5 percentage points (e.g., 26 percent compared to 31 percent).

b. To determine the systemwide impacts of Major Service Change improvements on more than one route, the percentage of Marion and Polk Counties' minority population that is impacted is compared to the percentage of Marion and Polk Counties' non-minority population that is impacted. If the percentage of the minority population impacted is at least 20 percent less than the percentage of the non-minority population impacted (e.g., 8 percent compared to 10 percent), the overall impact of the changes will be considered disparate.

3.4 Disproportionate Burden Policy

Testing for a Disproportionate Burden evaluates potential effects on low-income riders or populations, defined as riders or populations at or below 150% of the federal poverty level.

3.4.1 Disproportionate Burden Analysis

The determination of disproportionate burden associated with service changes is defined separately for impacts of changes on individual route, and for system-level impacts of changes on more than one route, as well as for both service reductions and service improvements:

1. In the event of potential adverse effects resulting from service reductions:
 - a. A Major Service Change to a *single route* will be considered to have a potential disproportionate burden if the percentage of impacted low-income population in the service area of the route exceeds the percentage of low-income population of Marion and Polk Counties by at least 5 percentage points (e.g., 36 percent compared to 31 percent).
 - b. To determine the *systemwide* impacts of Major Service Change reductions on more than one route, the percentage of Marion and Polk Counties' low-income population that is impacted is compared to the percentage of Marion and Polk Counties' non-low-income population that is impacted. If the percentage of the low-income population impacted is at least 20 percent greater than the percentage of the non-low-income population impacted (e.g., 12 percent compared to 10 percent), the overall impact of changes (burden) will be considered disproportionate.
2. In the event of service improvements:
 - a. A major service change to a *single route* will be considered to have a potential disproportionate burden if:
 - i. The improvement is linked to other service changes that have disproportionate and adverse effects on low-income populations, or;

- ii. The percentage of impacted low-income population in the service area of the route is less than the percentage of low-income population of Marion and Polk Counties by at least 5 percentage points (e.g., 26 percent compared to 31 percent).

To determine the *systemwide* impacts of major service change improvements on more than one route, the percentage of Marion and Polk Counties' low-income population that is impacted is compared to the percentage of Marion and Polk Counties' non-low-income population that is impacted. If the percentage of the low-income population impacted is at least 20 percent less than the percentage of the non-low-income population impacted (e.g., 8 percent compared to 10 percent), the overall impact of changes (burdens) will be considered disproportionate.

3.5 Requirement for a Public Hearing

The following paragraph defines when a public hearing is required in the case of service changes:

SAMTD shall hold a public hearing when any Major Service Change proposed that results in a decrease in service. Notice must be published in a general circulation newspaper. In addition, notice will be placed in newspapers, publications, or websites that are oriented to specific groups or neighborhoods that may be affected by the proposed Major Service Change. The notice must be published at least 30 days prior to the hearing. The notice must contain a description of the proposed service reduction, and the date, time, and place of the hearing.

4. Equity Analysis

In order to determine whether these planned service changes had the potential to lead to a disparate impact or disproportionate burden, District staff used the above definitions to analyze the difference between the current service and the planned service.

4.1 Major Service Change Test

The removal of Route 15X meets the definition of a major service change because it is a decrease in more than 15 percent of the route miles, frequency, and span of revenue service.

4.2 Adverse Effects Test

Based on the adverse effects definition, removing the Airport Road Park and Ride stop does qualify as an adverse effect due to the fact that there are no comparable stops within a quarter mile of the service. The following impacts are noted:

- Adverse effect for removing the Airport Road Park and Ride stop
- Adverse effect for decrease in hours, days, and frequency

4.3 Disparate Impact and Disproportionate Burden Test

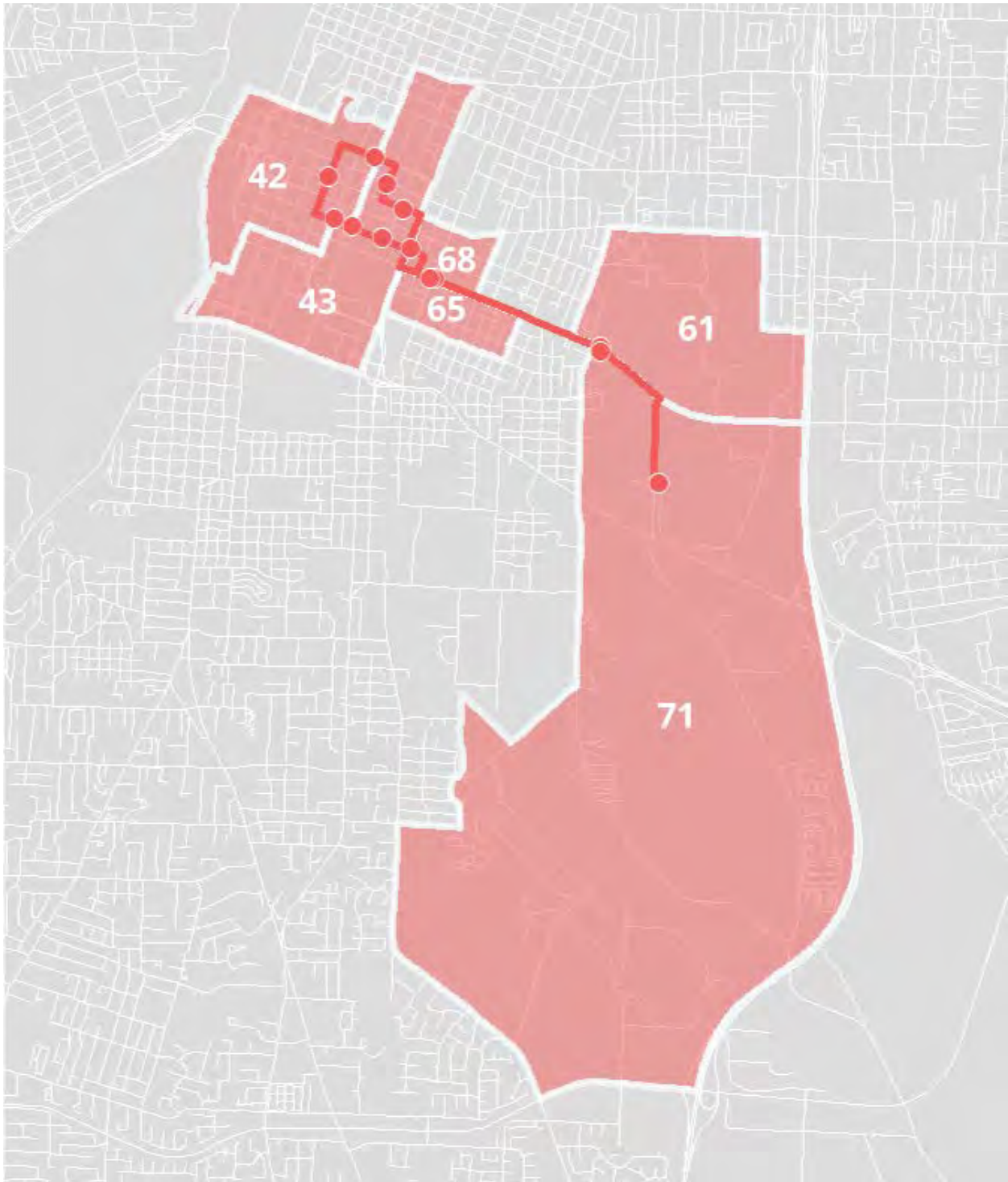
Route 15X has stops in six block groups defined by the U.S. Census. Table 1 and Figure 2 below show the percentages of minority and low-income populations in each block group and compares them to the overall averages for the SAMTD service area. Table 1 shows that both the total for all Route 15X block groups and the block group where the Airport Road Park and Ride is located (Block Group #71) are above the service area averages for minority and low-income populations. Therefore, the removal of the Route 15X may have disproportionate burdens on low-income populations.

However, if we look at the locations of residential populations inside Block Group #71, they are concentrated along Turner Road in the Lakeside Village mobile home park (southeast section of the block group) and southwest of the Fairview Industrial business district (southern end of the block group). These are both more than one quarter mile walk distance from the Airport Road Park and therefore these populations will not be affected by the removal of service.

Table 1. Share of Minority and Low-Income Residents Living in Block Groups in Route 15X Service Area Compared to SAMTD Service Area Average

Block Group FID	Minorities	Total Pop	% Min	Poverty	Total Pov. Pop	% Poverty
42	141	717	19.7%	301	685	43.9%
43	392	1,847	21.2%	265	876	30.3%
61	1,171	2,898	40.4%	137	300	45.7%
65	200	1,133	17.7%	221	1,092	20.2%
68	157	664	23.6%	422	646	65.3%
71	659	1,601	41.2%	693	1,449	47.8%
Route 15X Service Area Total	2,720	8,860	30.7%	2,039	5,048	40.4%
SAMTD Service Area			30.6%			29.4%

Figure 2. Route 15X Service Area (Census Block Groups 42, 43, 61, 65, 68, and 71)



Figures 3 and 4 below show the locations of the nearest stops on State Street and Ryan Drive, respectively, as well as the distance from the Airport Road Park and Ride stop (0.42 and 0.36miles, respectively).

Figure 3. Distance from Airport Rd Park and Ride to State @ Airport Rd (Routes 4 and 24): 2,210 ft = 0.42 miles

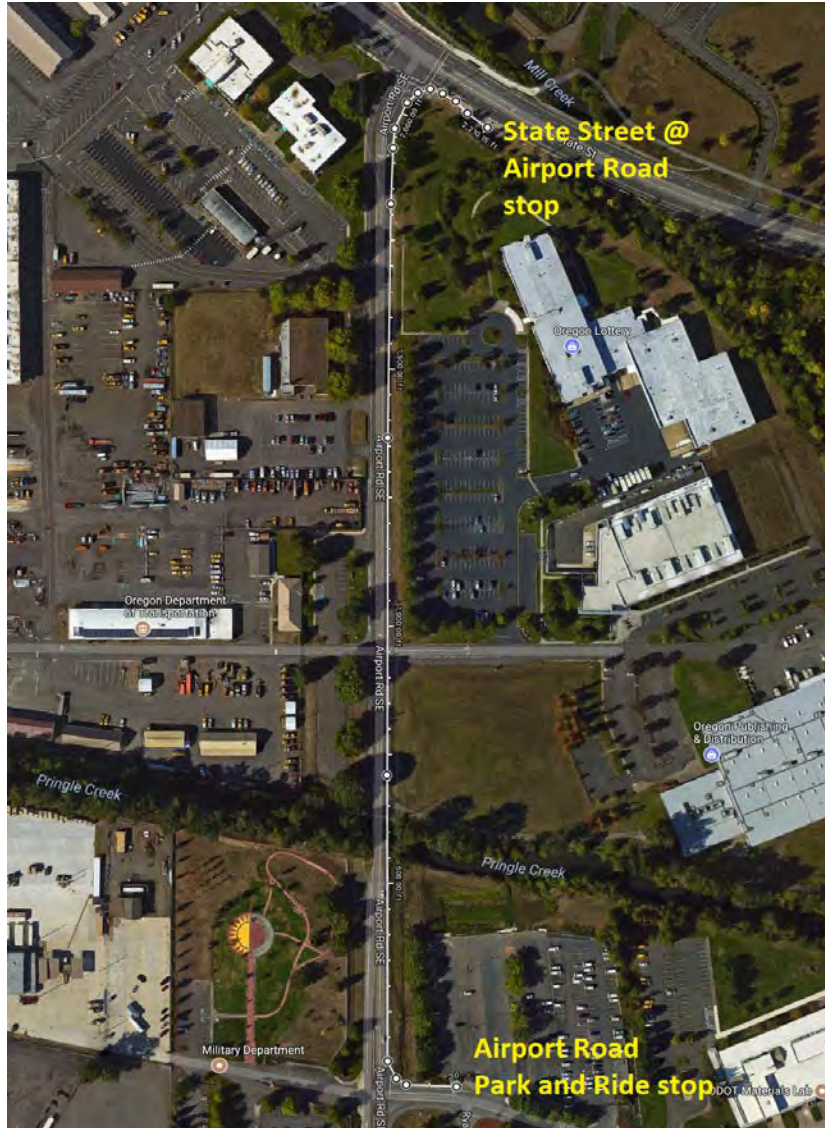
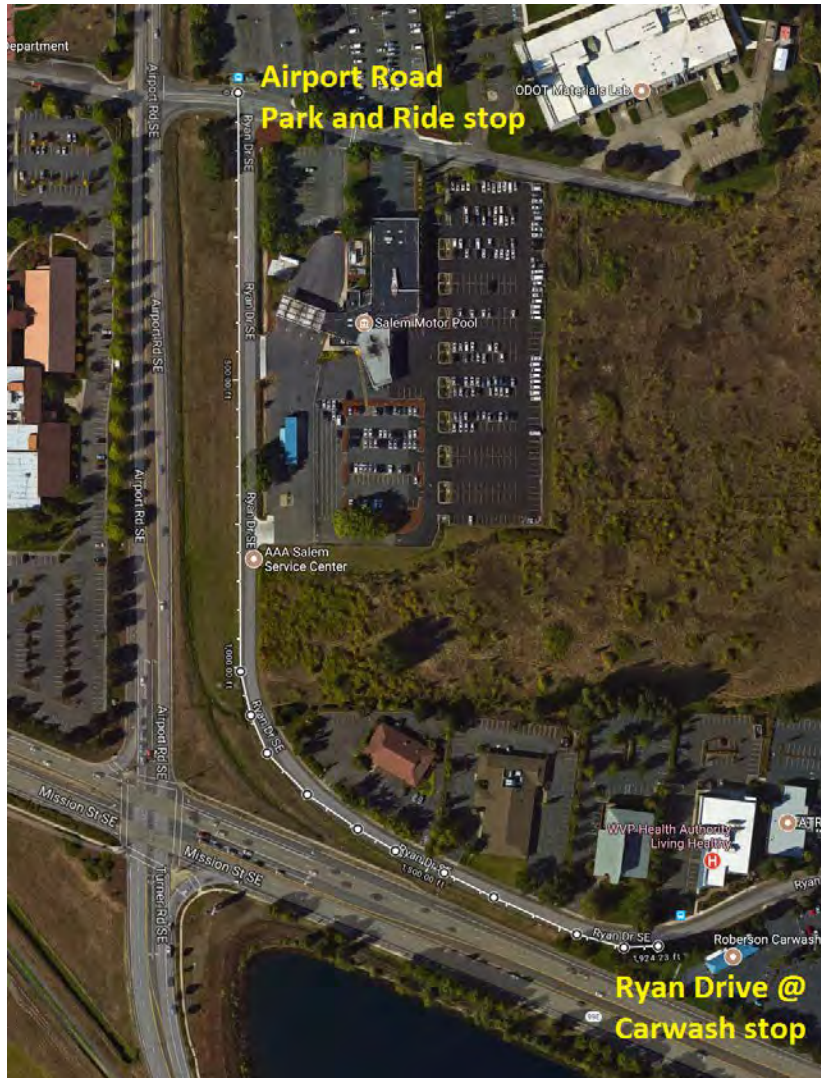


Figure 4. Distance from Airport Rd Park and Ride to Ryan @ Carwash (Route 7): 1,924 ft = 0.36 miles



4.4 Public Hearing Test

A public hearing is required for this change since this is a Major Service Change that is also a decrease in service. A Public Notice was published in the Statesman Journal in English on June 26, 2017. A sentence in Spanish directing Spanish speakers to Cherriots.org for a Spanish version of the notice was included at the bottom of the text.

4.5 Avoidance, Minimization, Mitigation, or Justification of Adverse Effects

By policy, SAMTD must avoid, minimize, mitigate, or justify any adverse effects resulting from any Major Service Change. This could include:

- Altering the service proposal to avoid, minimize, or mitigate potential disparate impacts, or;
- Providing a substantial legitimate justification for keeping the proposal as-is, and showing that there are no alternatives that would have a less disparate impact on minority riders or a less disproportionate burden on low-income riders, but would still accomplish the project or program goals.

One approach considered for minimizing the impact of the elimination of Route 15X would be to deviate Routes 4 and/or 24 into Airport Road Park and Ride. This would mean that the stop would be served either once an hour (if only one route served the stop) or twice an hour (if both routes deviated to serve the stop). Reasons this option will not be implemented include:

- Deviating out-of-direction like this would be in conflict with our standard of avoiding out-of-direction route deviations
- Routes 4 and 24 run tight in the afternoons due to traffic; adding a 3 to 4 minute deviation to either route would mean that they could miss the pulse at the Downtown Transit Center

Another option considered was serving the Airport Road Park and Ride with Route 7 once an hour, since this route travels past the Airport Road Park and Ride stop. Reasons this option will not be implemented include:

- The only way to safely serve this stop with Route 7 would be to go out-of-direction with the route (circling through the ODOT Materials Lab area), and moving the bus stop 50 feet east, away from the shelters.
- Adding a deviation to this route would not working during peak times, when the current trips are already running significantly late on this route and missing the pulse at the Downtown Transit Center.

Other things to note about the removal of Route 15X:

- The Airport Road Park and Ride stop does not serve any residential areas, just state offices
- The State pays for the service and they are cutting the funding
- As of March 2017, 60 percent of Route 15X riders were using a State Bus Pass
- Other park and rides throughout our service area on 15-minute service, including Market Street Park and Ride just 2.5 miles away

5. Summary and Conclusions

The Route 15X service is designed to serve the State employees who drive to the Airport Road Park and Ride lot. The riders who are going to be adversely affected are primarily the users of the park and ride, not any residents in the block group which contains the stop (block group #71). Other existing bus services on State Street (Routes 4 and 24) and Ryan Drive (Route 7) serve the businesses, medical clinics, and other destinations of interest which riders of other routes are able to access. Moreover, without the dedicated funding provided by the State for this service, the ridership will be very small and therefore it is not cost-effective to maintain this stop in the Cherriots system.

For those who would like to continue to park and ride to work, there is another park and ride lot about 2.5 miles away, which is served by Route 2 on Market Street. This service runs every 15 minutes all day until 7 p.m. and then every half hour until 9 p.m. This is a reasonable alternative for auto-users to access transit and avoid parking in downtown Salem and the Capitol Mall.

In conclusion, given the available data and established methodology, removing Route 15X and the Airport Road Park and Ride does not create a disparate impact to minorities or a disproportionate burden on low-income individuals as a result of the removal of Route 15X service.



Order Confirmation for Ad #: 0002228680

Customer: SALEM-KEIZER TRANSIT
Address: 555 COURT ST NE STE 5230
 SALEM OR 97301 USA
Acct. #: SAL-899399
Phone: 5035882424

SALEM-KEIZER TRANSIT

Ordered By: Jolynn Franke

OrderStart Date: 06/26/2017

Order End Date: 06/26/2017

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					2 X 3.53

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$482.92	\$0.00	\$482.92	Invoice	\$0.00	\$482.92

Ad Order Notes:

Sales Rep: kcharlton

Order Taker: kcharlton

Order Created 06/21/2017

Product	# Ins	Start Date	End Date
SAL-Online 06-26-17,	1	06/26/2017	06/26/2017
SAL-SJ Classifieds 06-26-17,	1	06/26/2017	06/26/2017

Text of Ad: 06/21/2017

PUBLIC NOTICE

ELIMINATION OF CHERRIOTS ROUTES 2X AND 15X
(GRAND RONDE - SALEM EXPRESS AND
AIRPORT ROAD PARK AND RIDE EXPRESS,
RESPECTIVELY)

The Salem Area Mass Transit District (SAMTD) Board of Directors is conducting a Public Hearing for the purpose of receiving input on the proposed elimination of Cherrriots Routes 2X and 15X (Grand Ronde - Salem Express and Airport Road Park and Ride Express, respectively) beginning September 5, 2017. The removal of Route 15X service is contingent on a funding decision by the Oregon State legislature. Cherrriots is the public transportation service inside the Salem-Keizer Urban Growth Boundary. It also operates regional express bus service within Marion and Polk Counties.

The public hearing on the proposed changes will be held at the July 27th Board meeting at 6:30 p.m. in the **Senator Hearing Room at 555 Court St. NE, Salem, OR 97301**. Comments from riders and the public are welcome and invited.

You may attend the Public Hearing to testify; and/or mail your written comments to the attention of the Board of Directors or bring them to the Administration Office at 555 Court St NE, Suite 5230, Salem, OR 97301; or send your comments by email to board@cherrriots.org by 5:00 PM on July 26, 2017.

For further information about these service changes, contact Ted Stonecliffe at (503) 588-2424.

Si desea una copia de este aviso público en español, por favor visite el sitio web a partir del 27 de junio 2017 (<http://cherrriots.org/Route15X>) o por teléfono: 503-588-2424.

Publish: Statesman Journal; June 26, 2017

Statesman Journal June 26, 2017

**Contact Information for Groups in Marion and Polk Counties that have a
Focus on Race, Color, or National Origin**

Office of Minority, Women and Emerging Small Business

Latino Business Alliance

Strategic Economic Development Corporation (SEDCOR)

The Nonprofit Association of Oregon:

Great nonprofits:

Chemawa Indian School

Chemeketa Community College Multicultural Center

Greater Salem Filipino American Association

Mano a Mano Family Center

NAACP

Oregon Black Pioneers

Oregon Micronesia Community

Salem Multicultural Institute

The Confederated Tribes of Grand Ronde

Willamette University Office of Multicultural Affairs

INTERGOVERNMENTAL AGREEMENT

Agreement No. DASPS-107420-16

Capitol Mall Area State Employee Bus Pass Program

This Agreement is between the State of Oregon acting by and through its Department of Administrative Services-Fleet and Parking Services (“Agency”) and Salem Area Mass Transit District (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

Both Agency and Local Government desire to further the State policy articulated in ORS 276.591 encouraging alternative modes of transportation, reducing the Agency Parking Services wait list for parking spaces, and minimizing traffic congestion and energy waste.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date it has been fully executed by every party and all legally required approvals have been obtained and terminates on June 30, 2021 unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Brian King, DAS Fleet and Parking Services Manager
1100 Airport Rd NE
Salem, OR 97301
503 373-7723 Office
brian.king@oregon.gov

4.2 Local Government’s Authorized Representative is:

Allan Pollock, General Manager/CEO
555 Court Street NE #5230
Salem, Oregon 97301
503 588-2424 Office
allan.pollock@cherriots.org

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall pay Local Government at the rates set forth in this Section for completing all work and delivering all deliverables required of Local Government under this Agreement.

6.1. Service Costs and Payments: In FY 2017, Agency shall compensate Local Government for the services described in Exhibit A, Statement of Work, at the fixed rate described in Section 6.2, which shall be paid irrespective of the number of state employees who actually obtain Local Government bus passes or actually use Local Government buses. For subsequent fiscal years, the rate shall escalate at an inflation factor each subsequent year equal to the Local Government's percentage of year over year increase in Operational Cost per Revenue Hour, as reported to the Federal Transit Administration for the most recent fiscal year. The Local Government will report this data to the Agency as soon as it is available but no later than January of the year preceding the fiscal year for the reporting period. Regardless of the percentage reported, the increase shall be limited to a minimum of 2% and a maximum of 5% per year as set forth in Section 6.2.

6.2. Agency shall pay Local Government the following amounts for the services provided under this Agreement:

<u>Fiscal Year</u>	<u>Annual Service Charge:</u>	<u>Minimum</u>	<u>Maximum</u>
2017	(July 1, 2016 through June 30, 2017)	\$650,000	\$650,000
2018	(July 1, 2017 through June 30, 2018)	\$663,000	\$682,500
2019	(July 1, 2018 through June 30, 2019)	\$676,260	\$716,625
2020	(July 1, 2019 through June 30, 2020)	\$689,785	\$752,456
2021	(July 1, 2020 through June 30, 2021)	\$703,581	\$790,079

6.3. Adjustments in any other funding or services provided may be made upon agreement of the parties. If Local Government operational costs rise at a rate faster than the maximum outlined in Section 6.2 above due to higher fuel expenditures or other factors, Local Government will present Agency with justification for a higher escalation and any negotiated higher rate will be set forth in an amendment to this agreement. 6.4. Agency shall make annual payments in advance to Local Government on or before the following dates in payment for services to be provided under this Agreement:

1-Jul-2016
1-Jul-2017
1-Jul-2018
1-Jul-2019
1-Jul-2020

- 6.5. Funding Limitation: Notwithstanding any provision of this Agreement, in no event shall the aggregate payments to be made by Agency to Local Government under this Agreement exceed \$3,592,000 for the period from 07-01-2016 through 06-30-2021.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a transit district duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and,
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "Local Government Intellectual Property"** means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
 - 9.1.2 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Local Government or Agency.
 - 9.1.3 "Work Product"** means every invention, discovery, and work of authorship, trade secret or other tangible or intangible item that Local Government is required to create under the terms of Exhibit A and to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without

limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified

Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the

expenditure of funds or the performance by Local Government is untrue in any material respect when made;

- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 14: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 15: TERMINATION

15.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

15.2 Agency may terminate this Agreement as follows:

15.2.1 [intentionally omitted]

15.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

15.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

15.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

15.2.5 As otherwise expressly provided in this Agreement.

15.3 Local Government may terminate this Agreement as follows:

15.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local

Government's reasonable administrative discretion, to perform its obligations under this Agreement;

- 15.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
 - 15.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 15.3.4 As otherwise expressly provided in this Agreement.
- 15.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 16: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

As evidence of the insurance coverages required by this Agreement, LOCAL GOVERNMENT shall furnish Certificate(s) of Insurance to Agency prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies reasonably acceptable to Agency. Local Government shall be financially responsible for all deductibles, self-insured retentions, and/or self-insurance included hereunder.

SECTION 17: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 18: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 19: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 21: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 24: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 25: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 28: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 29: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 30: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 31: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 32: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 33: ADDITIONAL REQUIREMENTS

None.

SECTION 34: AGREEMENT DOCUMENTS

This Agreement embodies the entire agreement and understanding of the parties as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties.

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work), and Exhibit B (Insurance).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Salem Area Mass Transit District

Allan Pollock, General Manager _____
Date

STATE OF OREGON acting by and through its Department of Administrative Services – Fleet and Parking Services

Brian King, DAS Fleet and Parking Services Manager _____
Date

STATE OF OREGON Department of Administrative Services – Procurement Services

Name: Title _____
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Name, Title _____
Date

EXHIBIT A

STATEMENT OF WORK

Capitol Mall Area State Employee Bus Pass Program

The parties shall perform the following services to further the State policy articulated in ORS 276.591 encouraging alternative modes of transportation, reducing the Agency Parking Services wait list for parking spaces, and minimizing traffic congestion and energy waste:

1. Airport Road Express Routes: Effective June 6, 2016, Local Government shall provide express bus service from Airport Road, next to the Salem Motor Pool, to the Capitol Mall (the "Airport Road Express Shuttle" or "Shuttle"). Service shall be provided on regular size transit buses that are ADA accessible and shall operate on fifteen-minute headways between the hours of 6:15 am and 9:00 am, and 3:00 pm and 6:00 pm, and on half-hour headways between the hours of 9:00 am and 3:00 pm and 6:00 pm and 8:30 pm.

The Airport Road Express Shuttle shall be free to all Eligible Employees of the State, who may use their pass issued under this Agreement to ride the Shuttle. The parking lot adjacent to the Airport Road bus stop is the property of the State of Oregon and the State may limit its use to state employees only.

General public riders shall be charged the current Local Government bus fares to ride on the Airport Road Express Shuttle.

2. Free Bus Pass Program: Effective June 6, 2016, Local Government shall offer free annual Local Government bus passes to all state employees working within the State Employee Bus Pass Boundaries (collectively the "Eligible Employees").

The passes shall be valid only for Cherriots fixed-route services operating entirely within the Salem Area Mass Transit District and Route 1X boundary.

"State Employee Bus Pass Boundaries" is defined as the area within the City of Salem bounded by the Willamette River on the west, D Street to the north, 14th Street to the east, and Mission Street to the south.

3. Bus Pass Photo/ID/Sticker: Agency shall provide photo ID's to Eligible Employees. Local Government shall provide yearly stickers for all such passes for permanent Eligible Employees and monthly passes for Eligible Employees that are classified as temporary employees, contract employees, and volunteers. In order for the Agency to verify continuing employment and eligibility for temporary employees, contract employees, and volunteers, the monthly passes issued under this Agreement to a non-permanent Eligible Employee must be renewed each month at the Agency's Parking Services Office at 1100 Airport Rd in Salem, Oregon.

Bus passes shall be valid for the calendar year or remaining portion of the calendar year from date issued. Renewal stickers shall be issued to Eligible Employees each December for the subsequent year.

4. Bus Pass Registration: Agency shall coordinate the registration and recertification process for Eligible Employees. The process shall include:
 - a) Verifying employee eligibility for free annual or monthly bus passes,
 - b) Distributing photo ID bus pass and renewal stickers.
5. Customer Service: Agency shall refer customer feedback on the shuttle program to Local Government for response. Local Government shall respond to feedback within five business days. A summary of the feedback and actions taken by Local Government to resolve them shall be delivered to Agency each calendar quarter. Local Government shall proactively solicit feedback on customer satisfaction of the program.
6. Program Evaluation: Local Government shall maintain records of ridership statistics and customer feedback and shall provide quarterly reports summarizing such statistics and feedback to Agency. Local Government and Agency shall study the ridership behavior of state employees and work together to develop methods to increase program effectiveness.
7. Bus Shelters: Subject to Local Government's funding, availability of shelters and upon mutual agreement between Local Government and Agency, Local Government shall provide and install standard glass and aluminum shelters. Agency shall obtain any necessary permits for the shelters, and shall construct, as needed, concrete shelter pads and walkways connecting to the pedestrian system. Agency may elect, at its cost, to provide larger shelters, more architecturally suited to the Mall environs. Location of such shelters shall be coordinated between Local Government and Agency.

Cost of Local Government bus shelters and regular maintenance on them shall be borne by Local Government during the term of this Agreement. Following the termination or expiration of the term of this Agreement, Local Government may at any time remove any bus shelters installed pursuant to this Agreement. The land the shelters occupy shall be provided by Agency, except in cases where the location for the shelter is not owned by the State of Oregon. Local Government shall consult with Agency to finalize locations, easements, and related matters, and prepare a presentation to the Capitol Planning Commission.

The obligations of Local Government under this Section 7 are subject to the governing body of Local Government adopting a budget specifically appropriating sufficient funds pursuant to the Local Budget Law (ORS 294.305 - 294.565) to perform such obligations.

8. Marketing: Local Government and Agency shall work together to develop a marketing campaign and distribution strategy for the promotion of the State Bus Pass Program. Local Government shall produce the agreed upon materials and deliver them to

Agency. Agency will distribute material to state agencies within the State Employee Bus Pass Boundaries.

EXHIBIT B

INSURANCE REQUIREMENTS

REQUIRED INSURANCE: Local Government shall obtain, at Local Government's expense, the insurance specified in this Exhibit B prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and any warranty periods that apply, or such longer period as described in the tail coverage provisions below, if those provisions apply. Local Government shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: All employers, including Local Government, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Agreement and shall obtain Employers' Liability Insurance with limits of not less than \$1,000,000 each occurrence. Local Government shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

REQUIRED BY AGENCY

NOT REQUIRED BY AGENCY

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the work to be performed under this Agreement in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made bases, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Local Government shall provide Tail Coverage as stated below.

COMMERCIAL GENERAL LIABILITY:

REQUIRED BY AGENCY

NOT REQUIRED BY AGENCY

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage. Coverage must be written on an occurrence basis in an amount not less than \$1,500,000 per occurrence. Annual aggregate limit shall not be less than \$1,500,000.

AUTOMOBILE LIABILITY INSURANCE:

REQUIRED BY AGENCY

NOT REQUIRED BY AGENCY

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The *Commercial General Liability* insurance and *Automobile Liability* insurance required under this Agreement must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with request to Local Government's activities to be performed under this Agreement.

NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellations, material change, and potential exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice from Local Government or its insurer to Agency. A failure to comply with the reporting provisions of this clause will constitute a Local Government default under this Agreement and will be grounds for Agency's immediate termination of this Agreement.

CERTIFICATES AND PROOF OF INSURANCE. Local Government shall provide to Agency a Certificate of Insurance for each required insurance before commencing performance under this Agreement. All Certificates must specify that Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any, and that all coverage is primary and non-contributory with any other insurance and self-insurance, and confirm that an extended reporting period of at least 24 months is provided. Certificates for *Commercial Liability* insurance and *Automobile Liability Insurance* must list the State of Oregon, its officers, employees and agents as a Certificate Holder and as Additional Insured. As proof of insurance, Agency has the right to request copies of insurance policies relating to the insurance requirements in this Agreement.

"TAIL" COVERAGE. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Local Government shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (a) Local Government's completion and Agency's acceptance of all work required under this Agreement, or (b) the expiration of all warranty periods provided under this Agreement.

SELF-INSURANCE. Local Government may fulfill its insurance obligations herein through a program of self-insurance, provided that Agency's determines that Local Government's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit B. Local Government shall furnish an acceptable insurance certificate to Agency for any insurance coverage required by this Agreement that is fulfilled through self-insurance.



To: Board of Directors

From: Chris French, Senior Planner
Steve Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: July 27, 2017

Subject: Approve the removal of Routes 2X Grand Ronde / Salem Express and 15X Airport Road Park and Ride Express

ISSUE

Shall the Board approve the removal of Routes 2X Grand Ronde / Salem Express and 15X Airport Road Park and Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively?

BACKGROUND AND FINDINGS

Route 15X Airport Road Park and Ride Express

Salem Area Mass Transit District (SAMTD) currently operates express bus service between the Airport Road Park and Ride and the Capitol Mall area. This service, known as Cherriots Route 15X – Airport Road Park and Ride Express, is operated via an intergovernmental agreement between the State of Oregon Department of Administrative Services (DAS) and SAMTD. Funding for the service comes directly from DAS to SAMTD to provide the service as prescribed in the agreement. The Oregon Legislature did not include funding for the continuation of the service in its 2018 budget. Therefore, staff is recommending Cherriots terminate the 15X service as of September 5, 2017 due to loss of funding.

Route 2X Grand Ronde / Salem Express

Salem Area Mass Transit District (SAMTD) currently operates regional express bus service between Salem and Grand Ronde. This service, known as Cherriots Route 2X –

Grand Ronde / Salem Express, is operated via a contract between the Confederated Tribes of Grand Ronde (CTGR) and SAMTD. Funding for the service comes primarily from federal tribal transit dollars through the Federal Transit Administration (FTA). CTGR recently put the service contract out for bid and SAMTD made a decision to not submit a bid for the service. Therefore, staff recommends Cherriots no longer operate the service beginning January 2, 2018.

Public notice (Attachment A) for the public hearing at the July 27, 2017 Board meeting went out on June 26, 2017 in accordance with SAMTD Policy 707 - Major Service Changes.

FINANCIAL IMPACT

The removal of Cherriots Route 15X service has a minimal impact on the operating budget for Cherriots service since the revenue received to operate Route 15X and for the State Bus Pass Program is cancelled along with the elimination of service on September 5, 2017.

The removal of Cherriots Route 2X service would have neither a positive or negative impact on the operating budget for Cherriots services. The money not spent on Route 2X service, approximately \$180,600 per year of General Fund dollars, is planned to be reallocated to the West Salem fixed-route service, which will replace the West Salem Connector beginning on January 2, 2018.

RECOMMENDATION

Staff recommends the Board approve the removal of Routes 2X Grand Ronde / Salem Express and 15X Airport Road Park and Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively.

PROPOSED MOTION

I move that the Board approve the removal of Routes 2X Grand Ronde / Salem Express and 15X Airport Road Park and Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively.



Order Confirmation for Ad #: 0002228680

Customer: SALEM-KEIZER TRANSIT
Address: 555 COURT ST NE STE 5230
 SALEM OR 97301 USA
Acct. #: SAL-899399
Phone: 5035882424

SALEM-KEIZER TRANSIT

Ordered By: Jolynn Franke

OrderStart Date: 06/26/2017

Order End Date: 06/26/2017

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					2 X 3.53

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$482.92	\$0.00	\$482.92	Invoice	\$0.00	\$482.92

Ad Order Notes:

Sales Rep: kcharlton

Order Taker: kcharlton

Order Created 06/21/2017

Product	# Ins	Start Date	End Date
SAL-Online 06-26-17,	1	06/26/2017	06/26/2017
SAL-SJ Classifieds 06-26-17,	1	06/26/2017	06/26/2017

Text of Ad: 06/21/2017

PUBLIC NOTICE

ELIMINATION OF CHERRIOTS ROUTES 2X AND 15X
(GRAND RONDE - SALEM EXPRESS AND
AIRPORT ROAD PARK AND RIDE EXPRESS,
RESPECTIVELY)

The Salem Area Mass Transit District (SAMTD) Board of Directors is conducting a Public Hearing for the purpose of receiving input on the proposed elimination of Cherrriots Routes 2X and 15X (Grand Ronde - Salem Express and Airport Road Park and Ride Express, respectively) beginning September 5, 2017. The removal of Route 15X service is contingent on a funding decision by the Oregon State legislature. Cherrriots is the public transportation service inside the Salem-Keizer Urban Growth Boundary. It also operates regional express bus service within Marion and Polk Counties.

The public hearing on the proposed changes will be held at the July 27th Board meeting at 6:30 p.m. in the **Senator Hearing Room at 555 Court St. NE, Salem, OR 97301**. Comments from riders and the public are welcome and invited.

You may attend the Public Hearing to testify; and/or mail your written comments to the attention of the Board of Directors or bring them to the Administration Office at 555 Court St NE, Suite 5230, Salem, OR 97301; or send your comments by email to board@cherrriots.org by 5:00 PM on July 26, 2017.

For further information about these service changes, contact Ted Stonecliffe at (503) 588-2424.

Si desea una copia de este aviso público en español, por favor visite el sitio web a partir del 27 de junio 2017 (<http://cherrriots.org/Route15X>) o por teléfono: 503-588-2424.

Publish: Statesman Journal; June 26, 2017

Statesman Journal June 26, 2017



BOARD MEETING MEMO

Agenda Item X.X

To: Board of Directors

From: Linda Galeazzi, Executive Assistant

Thru: Allan Pollock, General Manager

Date: July 27, 2017

Subject: Board of Directors Officer Election

ISSUE

Shall the Board elect officers of the Board to include the position of President, Vice-President, Secretary, and Treasurer for a term of July 27, 2017 through June 30, 2019?

BACKGROUND AND FINDINGS

The Governing Board Proceedings and Conduct in the Board's Bylaws were adopted by Resolution No. 2015-04 on July 23, 2015. The election of officers shall be held at the first meeting in July in odd-numbered years. Voting on all matters coming before the Board shall be by voice, except that if the presiding officer doubts the result of a vote, in which case a show of hands or a roll call vote may be requested. Two directors may also request a call of the roll.

Upon certification of the vote, Board members elected to officer positions will be sworn in to their new roles. Officers serve for terms of two years, or until their successors are elected and qualified. No officer may serve more than two consecutive terms in the same office, but may serve thereafter in a different office. When a vacancy occurs in any office other than by expiration of the officer's term, the vacancy shall be filled by election by the Board of Directors when the need arises and the newly elected officer shall take office immediately upon election, and shall serve the remainder of the unexpired term.

RULE 8. OFFICERS

By majority vote of the whole membership of the Board, the Board shall choose from among its members the following officers with primary responsibilities as noted.

8-1 President. The president shall call the meeting to order at the appointed time, preside at all meetings, decide all questions of order, and appoint the chairs for committees, commissions and task forces.

8-2 Vice President. The vice president shall preside and perform the duties of the president, in his/her absence.

8-3 Secretary. The secretary shall attest signatures of the District and may affix the seal to contracts and other instruments authorized to be executed by the District.

8-4 Treasurer. The treasurer shall report on the financial status of the District, monitoring expenditure reports submitted by staff.

RULE 9. ELECTION OF OFFICERS

Election of officers shall be held at the first meeting in July in odd-numbered years. Officers serve for terms of two years, or until their successors are elected and qualified. No officer may serve more than two consecutive terms in the same office, but may serve thereafter in a different office. When a vacancy occurs in any office other than by expiration of the officer's term, the vacancy shall be filled by election by the Board of Directors when the need arises and the newly-elected officer shall take office immediately upon election, and shall serve the remainder of the unexpired term.

RULE 17. CONDUCT OF MEETINGS

17-2 Quorum. Four members of the Board shall constitute a quorum for the transaction of business.

17-6 Manner of Voting. Voting on all matters coming before the Board shall be by voice, except that if the presiding officer doubts the result of a vote, in which case a show of hands or a roll call vote may be requested. Two directors may also request a call of the roll.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

Board members elect Officers of the Board in accordance with the Bylaws. Board members will nominate a member of the Board for an Officer position. That member can either accept or reject the nomination for that position. If the member accepts the nomination, the Board will vote to elect that member for the Officer position.

PROPOSED MOTION

None.

PROCEDURE FOR ELECTION OF OFFICERS

NOMINATION OF OFFICERS

- Board officers are elected at the first meeting in July every two years in odd-number years.
- Officers serve for terms of two years, or until their successors are elected and qualified.
- The positions are President, Vice President, Secretary and Treasurer.
- No officer may serve more than two consecutive terms in the same office, but may serve thereafter in a different office.
- When ALL of the officers have been elected, they will be sworn in
- The newly-elected President will then take his/her place as the presiding officer at the Board meeting.

VOTING PROCEDURES

VOTE:

The vote for each position can either be done by a show of hands or by paper ballot.

VOTE BY PAPER BALLOT:

- Board members will receive paper ballots for each office.
- Names of all board members are listed as potential candidates until one or more are nominated for an office
- Once the votes are taken, the paper ballots will be turned in to the Clerk of the Board
- The Clerk will tally the votes and announce the results of the tally

TIE VOTES:

- If there is a tie vote, board members will be asked to vote by paper ballot again
- The Clerk will tally the votes and announce the results of the tally

1. The President opens the floor for nominations for the office of President

2. Nominations are made

3. President calls for further nominations.

4. *[if there is MORE than One candidate]*

- a. A motion is made to close nominations.
- b. Motion is seconded.
- c. Call for the vote

[if there is only ONE candidate]

- a. Motion is made to have a unanimous ballot cast for the Director nominated.
- b. Motion seconded.
- c. Vote

**SAMTD Board of Directors
ELECTION OF OFFICERS**

**SAMTD Board of Directors
Election of Officers**

Office of: PRESIDENT

Office of: VICE-PRESIDENT

Term: July 27, 2017 to June 30, 2019 or until a successor is duly appointed and qualified

Term: July 27, 2017 to June 30, 2019 or until a successor is duly appointed and qualified

VOTE FOR ONE BOARD MEMBER

VOTE FOR ONE	BOARD MEMBER
	Colleen Busch (Subdistrict #2)
	Doug Rodgers (Subdistrict #4)
	Jerry Thompson (Subdistrict #5)
	Kathy Lincoln (Subdistrict #3)
	Marcia Kelley (Subdistrict #7)
	Robert Krebs (Subdistrict #6)
	Steve Evans (Subdistrict #1)

VOTE FOR ONE BOARD MEMBER

VOTE FOR ONE	BOARD MEMBER
	Colleen Busch (Subdistrict #2)
	Doug Rodgers (Subdistrict #4)
	Jerry Thompson (Subdistrict #5)
	Kathy Lincoln (Subdistrict #3)
	Marcia Kelley (Subdistrict #7)
	Robert Krebs (Subdistrict #6)
	Steve Evans (Subdistrict #1)

Board Member Signature: _____

Board Member Signature: _____

**SAMTD Board of Directors
ELECTION OF OFFICERS**

**SAMTD Board of Directors
Election of Officers**

Office of: SECRETARY

Office of: TREASURER

Term: July 27, 2017 to June 30, 2019 or until a successor is duly appointed and qualified

Term: July 27, 2017 to June 30, 2019 or until a successor is duly appointed and qualified

VOTE FOR ONE BOARD MEMBER

VOTE FOR ONE	BOARD MEMBER
	Colleen Busch (Subdistrict #2)
	Doug Rodgers (Subdistrict #4)
	Jerry Thompson (Subdistrict #5)
	Kathy Lincoln (Subdistrict #3)
	Marcia Kelley (Subdistrict #7)
	Robert Krebs (Subdistrict #6)
	Steve Evans (Subdistrict #1)

VOTE FOR ONE BOARD MEMBER

VOTE FOR ONE	BOARD MEMBER
	Colleen Busch (Subdistrict #2)
	Doug Rodgers (Subdistrict #4)
	Jerry Thompson (Subdistrict #5)
	Kathy Lincoln (Subdistrict #3)
	Marcia Kelley (Subdistrict #7)
	Robert Krebs (Subdistrict #6)
	Steve Evans (Subdistrict #1)

Board Member Signature: _____

Board Member Signature: _____



To: Board of Directors

From: Allan Pollock, General Manager

Date: July 27, 2017

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 will be 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

FINANCIAL IMPACT

None

RECOMMENDATION

Receive and File

PROPOSED MOTION

None



Salem Area Mass Transit District
Board of Directors

~ **WORK SESSION** ~

June 12, 2017

Immediately following the Special Meeting

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

MINUTES

PRESENT: President Robert Krebs; Directors Jerry Thompson, Kathy Lincoln, Marcia Kelley,
Board Colleen Busch, John Hammill and Steve Evans

Staff Allan Pollock, General Manager; David Trimble, Chief Operating Officer; Patricia Feeny, Director of Communication; Paula Dixon, Director of Administration; Steve Dickey, Director of Transportation Development; Lorna Adkins, Marketing Coordinator; Linda Galeazzi, Executive Assistant

Guests Bill Holmstrom, Chair, SAMTD Budget Committee

1. CALL TO ORDER

5:46 PM

President Bob Krebs called the work session to order.

Director Jerry Thompson asked to add a discussion on the Valley Retriever to the agenda.

2. DISCUSSION

a. Status of the Advertising RFP

Staff report: Pages 1-4 of the agenda packet

Presenter: Lorna Adkins, Marketing Coordinator

The review committee reviewed and scored best and final offers (BAFO) proposed by Stott Outdoor Advertising and All Points Media at the end of May 2017. Staff will recommend that a contract for commercial advertising on District property be executed with Stott Outdoor Advertising at the June 22nd Board meeting.

Comments: Evans, Kelley, Busch

Follow-up: Board members will let staff know of any information they want provided that was not already available, prior to taking action at the Board meeting.

b. Budget Committee Vacancies

Staff report: Pages 5-12 of the agenda packet

Presenter: Allan Pollock, General Manager

The Budget Committee consists of members of the local governing body and an equal number of citizens at large. Citizens are appointed by the governing body and serve terms of three years. Terms are staggered so that about one-third of the appointed terms end each year. Terms have ended for three of the seven citizen members as of June 30, 2017. Director Evans, President Krebs and Director Kelley are responsible to fill the vacant positions representing Subdistricts #1, #6, and #7 respectively for a three year term ending June 30, 2020.

Follow-up: Director Kelley has already spoken to citizen member, Sheronne Blasi who has agreed to serve another term. President Krebs and Director Evans will ask citizen members from their respective Subdistricts if they wish to serve another term.

c. City of Salem's Transit Committee

5:31 PM

Staff report: Pages 1-4 of the agenda packet

Presenter: Allan Pollock, General Manager

Board members listened to a recording of the last six minutes of KMUZ's "Willamette Wake Up on Tuesday" Show where Mayor Chuck Bennett is interviewed and discusses his plans for his transportation agenda. Board members inquired how the transit committee came to be. There is no record of it yet it happened quickly and was very specific. President Krebs said he spoke briefly with Mayor Bennett, at an event they both attended, about the City's Transit Committee and asked about having transit board representation on the committee. The Mayor said he didn't want a transit representative on the committee. President Krebs has been trying to meet with the Mayor, but has not yet had a response. Director Lincoln has reached out to two city councilors inquiring about their thoughts on the Mayor's goals. Board members considered what their options will be if the State transportation package doesn't pass. The City is dependent on the District for a whole section of their planning process. The City's Transit Committee meetings will be open to the public so that board members can attend to observe.

Comments: Kelley, Krebs, Lincoln, Evans, Hammill

Follow-up: Mr. Pollock is meeting with the City Manager on June 11th. He can be the Board's spokesperson if there is anything they want him to express on their behalf. He could offer to have a joint work session of the council and board to work on the goals together.

d. Valley Retriever Bus Line

5:49 PM

Staff report: Supplemental agenda packet

Presenter: President Bob Krebs

The Valley Retriever Bus Line went out of business in mid-May due to the death of owner Dennis Dick which resulted in the loss of intercity service on the route from Newport, Corvallis, Albany, Salem, Sisters and Bend. There doesn't appear to be any interest in operating the Valley Retriever at this time. Director Krebs provided the Board with a written proposal to consider stepping up to fill this transportation void if there is a legal means. It would be a great project that yields many positive results with at least one round trip from Salem to Bend and two round trips from Salem to Corvallis. The first step would be to find out what all of the issues are and this kind of project could feasibly do. It is possible that ODOT has been working on a plan. The Valley Retriever was privately-owned.

Comments: Krebs, Lincoln, Hammill

3. GENERAL MANAGER COMMENTS

Staff report: Pages 13-18 of the agenda

Presenter: Allan Pollock, General Manager

Time was spent reviewing the draft agenda for the June 22, 2017 board meeting, the Board's calendar, and future agenda items that will be brought to the Board for their consideration.

Follow-up: Director Lincoln stated that she will not be at the June 22nd Board meeting or the July 10th work session.

4. WORK SESSION ADJOURNED

6:47 PM

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

