



Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Mike Wallin (Vice-Chair),
Lisa Alexander, Kim LeFebvre, MaryAlice Wallis
Anthony Harris (Nonvoting), Spencer Boudreau (Alternate),
Mike Karnofski (Alternate), Richard Dahl (Alternate)*

Wednesday, November 8,
2023

4:00 PM

Hybrid Meeting
Longview Council Chambers
1525 Broadway St, Longview

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, the Cowlitz Transit Authority will conduct a Regular Board Meeting on Wednesday, November 8, 2023, at 4:00 p.m. in the Longview City Hall Council Chamber, 1525 Broadway St, Longview, WA. This meeting is also available by Zoom.

Agendas are made available the Friday before the meeting at www.mylongview.com under "Agendas & Minutes."

Zoom meeting link: <https://us02web.zoom.us/j/89844443333>

Telephone options (dial any of the following numbers):

1 253 215 8782
1 408 638 0968
1 669 900 6833
1 346 248 7799
1 312 626 6799
1 646 876 9923
1 301 715 8592

Webinar ID: 898 4444 3333

Longview City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the Board Clerk's Office at (360) 442-5664 at least forty-eight (48) hours in advance if you require special accommodations to attend the meeting.

Written comments may be submitted up to forty-eight (48) hours in advance via email at customerservice@rctransit.org.

Next meeting

Wednesday, December 13, 2023
4:00 p.m. – Regular Board Meeting

1. CALL TO ORDER
2. FLAG SALUTE
3. ROLL CALL
4. PUBLIC COMMENTS
5. CONSIDERATION OF MINUTES FOR THE OCTOBER 11, 2023 MEETING

23-001649 October 11, 2023 CTA Board Meeting Minutes

6. CONSENT CALENDAR

23-001640 2023 September CTA Treasurer's Report

23-001641 2023 September CTA Fund Balance Report

23-001696 Invoice #2023-12 - City of Longview - \$531,340

23-001697 Invoice #91223 - R. Thomas Lee, PLLC - \$1,925

23-001698 Invoice #45 - Kelso School District - \$10.00

23-001702 Invoice #2023-116-CWCOG - \$

7. REPORTS

23-001642 2023 Annual Fixed Route Ridership

23-001643 2023 October Daily Fixed Route Ridership

23-001644 2023 October Fixed Route Ridership per Hour

23-001645 2023 October Average Fixed Route Passengers per Trip

23-001646 2023 October LIFT Monthly Ridership

23-001647 Five Year Ridership Graph

23-001648 PTBA Sales Tax Data 2023 vs. 2022

8. LCC 2023-2024 RIDERSHIP AGREEMENT

23-001700 SUMMARY STATEMENT:

RiverCities Transit staff has collaborated with the administration of Lower Columbia College to renew the annual agreement that allows Lower Columbia College students, staff, and faculty access to RiverCities Fixed Route service in exchange for a single lump sum payment based on usage from the prior year. RiverCities staff recommends the renewal agreement for the 2023-2024 school year.

The ridership agreement with Lower Columbia College allows RiverCities Transit Staff on campus to market and perform outreach to students and faculty. RiverCities Transit is obligated to track the ridership of Lower Columbia College students and staff.

RiverCities provided Lower Columbia College pass holders nine thousand three hundred seventy (9,370) trips during the 2022-2023 school year. The term of this agreement is for

one year, starting September 1, 2023, continuing through August 31, 2024, and subject to annual renewal.

BUDGET:

This agreement will generate \$2,186 in fare revenue.

RECOMMENDED ACTION:

Motion to authorize the Cowlitz Transit Authority Board Chair to execute the Ridership Agreement with Lower Columbia College.

9. ESTABLISH PUBLIC HEARING FOR 2024 CTA BUDGET

23-001699 SUMMARY STATEMENT:

The Cowlitz Transit Authority bylaws state that the CTA is to hold a public hearing to specifically solicit public comment on the annual budget.

RECOMMENDED ACTION:

Establish a public hearing to be held at the December 13, 2023 CTA Board Meeting to receive comments on the 2024 annual budget.

10. LEGAL COUNSEL FOR CTA

23-001701 SUMMARY STATEMENT:

The Cowlitz Transit Authority relies on legal services occasionally for review of contracts, interlocal agreements, legal interpretation of state and federal laws, and related matters, and is in need of services.

At the direction of the CTA Board, an RFQ for a qualified Cowlitz County-based attorney was issued on October 16, 2023, with a deadline for submission of November 3, 2023.

Board Member Wallis, Transit Manager Seeks, and Clerk of the Board Hargrave will review the proposals for legal counsel received on November 7, 2023, and will both share the proposers and provide a recommendation to the Authority at its November 8 meeting.

A draft contract is attached. The contract is for services December 1, 2023 through November 30, 2025, with an option to extend if desired by CTA.

BUDGET: Legal services are included in the Cowlitz Transit Authority Budget.

RECOMMENDED ACTION:

The review committee will recommend a qualified attorney as Legal Counsel to the Cowlitz Transit Authority.

THEN:

Motion to approve the Consulting/Legal Fee Agreement between the Cowlitz Transit Authority and the recommended attorney.

11. MANAGER'S REPORT

12. MISCELLANEOUS

13. ADJOURNMENT



Minutes

Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Mike Wallin (Vice-Chair),
Lisa Alexander, Kim LeFebvre, MaryAlice Wallis
Anthony Harris (Nonvoting), Spencer Boudreau (Alternate),
Mike Karnofski (Alternate), Richard Dahl (Alternate)*

Wednesday, October 11, 2023

4:00 PM

Hybrid Meeting
Lexington Elementary School
200 Boardwalk Way, Kelso

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, the Cowlitz Transit Authority will conduct a **Regular Board Meeting** on **Wednesday, October 11, 2023, at 4:00 p.m.** in the Lexington Elementary School, 200 Boardwalk Way, Kelso, WA This meeting is also available by Zoom.

AND,

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, the Cowlitz Transit Authority will conduct a **Public Hearing** on **Wednesday October 11, 2023, at 4:00 p.m.** in the Lexington Elementary School, 200 Boardwalk Way, Kelso, WA. This meeting is also available by Zoom.

The purpose of the hearing is to receive comments on a proposal to annex Lexington into the Cowlitz Public Transportation Benefit Area (PTBA).

Agendas are made available the Friday before the meeting at www.mylongview.com under "Agendas & Minutes."

Zoom meeting link: <https://us02web.zoom.us/j/89844443333>

Telephone options (dial any of the following numbers):

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Lexington Elementary School is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the Board Clerk's Office at (360) 442-5664 at least forty-eight (48) hours in advance if you require special accommodations to attend the meeting.

Written comments may be submitted up to forty-eight (48) hours in advance via email at customerservice@rctransit.org.

Next meeting

Wednesday, November 8, 2023

4:00 p.m. – Regular Board Meeting

1. CALL TO ORDER

Chair Weber called the meeting to order at 4:02 pm.

2. FLAG SALUTE

The flag salute was recited.

3. ROLL CALL

Present: Chair Dennis Weber; Vice-Chair Mike Wallin; Member Mary Alice Wallis(via Zoom); Member Lisa Alexander

Absent: Member (Alternate) Mike Karnofski; Member (Alternate) Spencer Boudreau; Member Anthony Harris (Non-Voting); Member (Alternate) Richard Dahl

Staff Present: Jim Seeks, Transit Manager; Tara Hargrave, Clerk of the Board

Others Present: Betsy DeSpain, Paratransit Regional Manager; Sheila Harmon, Paratransit Manager; Lauren Reed, CWCOC; Bill Fashing, CWCOC (via Zoom); Robert Stevens, CWCOC (via Zoom)

4. PUBLIC COMMENTS

None.

5. CONSIDERATION OF MINUTES FOR THE SEPTEMBER 13, 2023 MEETING

A motion was made by Member Alexander, seconded by Member Wallis, to approve the September 13, 2023 Cowlitz Transit Authority Regular Board Meeting Minutes. The motion carried unanimously.

23-001563 September 13, 2023 CTA Board Meeting Minutes

6. CONSENT CALENDAR

A motion was made by Member Alexander, seconded by Member Wallin, to approve the Consent Calendar in its entirety as presented. The motion carried unanimously

23-001564 2023 August CTA Treasurer's Report

23-001565 2023 August CTA Fund Balance Report

23-001566 Invoice #2023-11 - City of Longview \$531,340

7. REPORTS

Chair Weber called on staff for discussion or questions on reports. Transit Manager Seeks stated that ridership is still trending upward. The reports were accepted as provided.

23-001567 2023 Annual Fixed Route Ridership

23-001568 2023 September Daily Fixed Route Ridership

23-001570 2023 September Fixed Route Ridership per Hour

23-001571 2023 September Average Fixed Route Passengers per Trip

23-001572 2023 September LIFT Monthly Ridership

23-001573 Five Year Ridership Graph**23-001574 PTBA Sales Tax Data 2023 vs. 2022****8. SUMMARY SHEET: PUBLIC HEARING ON ANNEXATION OF LEXINGTON**

Transit Manager Seeks gave a report on Route 411, Lexington Connector and the PTBA Annexation proposal.

Chair Weber opened the public meeting at 4:19 p.m. Chair Weber called for any public comments. Hearing no public comment, Chair Weber closed the public hearing 4:20 pm.

Discussion ensued. No motion made pending further research and outreach.

23-001583 SUMMARY STATEMENT:

In May 2022, a pilot service between Longview Transit Center and Lexington was launched via Westside Highway, and operating through several neighborhoods in the Lexington area, including Lexington Elementary School.

Funding for this project was initially set to end on April 30, 2024. A grant from WSDOT partially supported service through June 30, 2023, with ongoing funds provided by the Cowlitz Transit Authority from sales tax revenue in Kelso and Longview.

At its September 13, 2023 meeting, the Cowlitz Transit Authority Board set a public hearing on a proposed annexation of the Lexington and Beacon Hill areas into the Cowlitz Public Transportation Benefit Area (PTBA) to continue operating the service beyond the term of the pilot project.

RECOMMENDED ACTION:

Conduct a public hearing.

THEN:

Motion to approve annexation of Lexington into the Cowlitz Public Transportation Benefit Area, subject to voter approval at the August 2024 primary election.

23-001580 SUMMARY SHEET: PUBLIC HEARING ON PTBA ANNEXATION OF LEXINGTON**9. SUMMARY SHEET: LEGAL COUNSEL**

Transit Manager Seeks reported that Attorney Lee has resigned in conjunction with his new employment and discussed options for obtaining new counsel.

Vice Chair Wallin made a motion to direct staff to reach out to the law firm of Vander Stoep Blinks Jones and Unzelman to see if they are still interested in serving this council. No second was received.

Member Wallis made a motion, seconded by Vice Chair Wallin, to re-submit the request for qualifications for a local attorney, then if none are received, then reach out to out-of-town attorneys. The motion carried unanimously.

23-001584 SUMMARY STATEMENT:

Staff received an email on September 27, 2023, from CTA Counsel Tom Lee tendering his notice to terminate the 2023-2025 Legal Services Agreement effective immediately. Mr. Lee has joined a law firm that has a conflict with the City of Longview and will not waive its requirement for him to terminate with CTA. Mr. Lee did state he would do everything in his power to facilitate a smooth transition.

RECOMMENDED ACTION:

Determine a preferred option for selecting Counsel to CTA.

THEN:

Motion to authorize staff to proceed with the preferred option for selecting Counsel for the Cowlitz Transit Authority.

23-001575 SUMMARY SHEET: SELECTION PROCESS FOR COWLITZ TRANSIT AUTHORITY COUNSEL

10. MANAGER'S REPORT

Transit Manager Seeks reported interviews for the Transit Mobility Manager position will be next week, all the new coaches are in service and have ramps rather than lifts, the new cutaways are being prepared for service, and the "How to Ride a Bus" videos created by Lauren Reed of CWCOC are almost done and should be online soon.

Paratransit Manager Harmon reported a 14% increase in ridership this month, all their routes are packed tight and they are in need of two additional drivers.

11. MISCELLANEOUS

Member Alexander mentioned that Kelso is holding their trunk or treat Halloween event again this year at Tam O'Shanter Park on October 31, 2023 from 5pm - 9pm.

12. ADJOURNMENT

Chair Weber adjourned the meeting at 4:48 pm.

Dennis Weber, Chair

Tara Hargrave, Clerk of the Board

Fund: All

Dept: All

Account: All

BARS: All

69701 TRANSIT AUTHORITY

930100 TRANSIT AUTHORITY

Account Information	BARS Information	Beg Balance	Debits	Credits	Change	End Balance
1111000 CASH		591,959.42	3,409,878.27	-561,077.25	2,848,801.02	3,440,760.44
1180000 INVESTMENTS		6,990,848.80	29,737.25	-2,857,439.00	-2,827,701.75	4,163,147.05
2131020 ACCOUNTS PAYABLE - AP MODULE		0.00	531,340.00	-531,340.00	0.00	0.00
2880000 UNRESERVED FUND BALANCE		-7,863,758.82	0.00	0.00	0.00	-7,863,758.82
3132100 PUBLIC TRANSPORTATION SYSTEM	8900000 DISTRICT ACTIVITIES	-3,782,194.84	0.00	-521,023.61	-521,023.61	-4,303,218.45
3611000 INVESTMENT EARNINGS	8900000 DISTRICT ACTIVITIES	-196,470.87	0.00	-29,737.25	-29,737.25	-226,208.12
3614000 OTHER INTEREST	8900000 DISTRICT ACTIVITIES	-9,237.94	0.00	-1,678.41	-1,678.41	-10,916.35
5492000 OTHER	8900000 DISTRICT ACTIVITIES	4,268,854.25	531,340.00	0.00	531,340.00	4,800,194.25
Total		0.00	4,502,295.52	-4,502,295.52	0.00	0.00

COWLITZ TRANSIT AUTHORITY FUND BALANCES
For Period Ending: September 30, 2023

	<u>Current Period</u>	<u>Y-T-D</u>
COWLITZ TRANSIT AUTHORITY		
Beginning Balance: January 1, 2023		\$ 7,863,758.82
CTA Revenue		
Metro Sales Tax	521,023.61	4,303,218.45
Interest Earnings/Investments	29,737.25	226,208.12
Local Sales Interest	1,678.41	10,916.35
LCC Ridership Agreement		-
Other Miscellaneous Revenue		-
Subtotal	\$ 552,439.27	\$ 4,540,342.92
CTA Expenditures		
City of Longview	531,340.00	4,788,865.05
City of Longview - Audit Services	-	-
Legal Counsel	-	700.00
Transit Center Security Services	-	-
Subsistence - Meals	-	-
Cowlitz-Wahkiakum Council of Governments Dues	-	10,629.20
Subtotal	\$ 531,340.00	\$ 4,800,194.25
CTA Ending Balance		\$ 7,603,907.49

CITY OF LONGVIEW		
Beginning Balance: January 1, 2023		\$ 1,765,588.92
Longview Revenue		
Farebox/Pass Sales	13,559.18	104,719.36
State Pool - Interest	3,242.74	74,291.60
Payments from CTA	531,340.00	4,782,060.00
Federal Grant Competitive - 5339 - Transit Center	-	-
Federal Grant Competitive- 5339 Replacement Buses	-	-
Federal Grant Competitive- 5307 Flex - Transit Center	-	-
Federal Grant - 5307 Formula- Operating	-	-
Federal Grant - CARES ACT 5307 Formula-Operating	-	-
Federal Grant Competitive- 5310 - Replacement Buses	-	-
Federal Grant Competitive- 5310 Paratransit Operating	-	294,128.00
State Special Needs Formula Grant - Paratransit Operating	-	-
State Grant - Regional Mobility Operating		97,830.19
Paratransit Office Space Rental	941.75	8,475.75
Cashier Over-Short / NSF / Bank Returns Fees	-	55.00
Insurance Recoveries	0.75	700.75
Other Recoveries / Guest Rider	-	-
Miscellaneous Adjustments/Settlements	-	21,500.00
Subtotal	\$ 549,084.42	\$ 5,383,760.65
Longview Expenditures		
Subtotal	\$470,051.70	\$6,695,583.73
Longview Ending Balance		\$ 453,765.84
Combined CTA & Longview Ending Balance		\$ 8,057,673.33

Date: 11/08/2023
Invoice # 2023-12

BILL TO Cowlitz Transit Authority
207 North 4th Avenue
Kelso WA 98626

[illegible]

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R. THOMAS LEE, PLLC

Tom Lee, Attorney and Counselor at Law
Mailing address: 1603 Larch St. #2490
Longview, Washington 98632
Phone: 425-219-6736
E-Mail: rtl@rtleelaw.attorney
Web: rtleelaw.attorney

Invoice

Bill To: Cowlitz Transit
Authority dba River Cities
Transit
c/o Clerk Tara Hargrave
via email tara@rctransit.org

Invoice No.: 91223
Billing: Project
9/12/23
Customer ID: CTA

Matter	Billable Time	Description	Billing Rate	Discount	Cost	Date
CTA – Lexington Annexation	1.2	Research: review client file, begin reviewing pertinent RCWs re annexation.	\$175/hour		\$210.00	8/22/23
CTA – Lexington Annexation	.8	Research: continue research into RCW re PBTA, annexation; case law applicable to ballot referendum by PTBA for area expansion.	\$175/hour		\$140.00	8/26/23
CTA – Lexington Annexation	1.1	Research: continue research case law applicable to ballot referendum by PTBA for area expansion.	\$175/hour		\$192.50	8/27/23
CTA – Lexington Annexation	.8	Research: call, follow-up emails with Auditor's Election division re Lexington precincts, ballot measure timelines, deadlines.	\$175/hour		\$140.00	8/31/23
CTA – Lexington Annexation	2.3	Research: review CTA minutes, board packets/report re Lexington route; 2023 precinct guide, cross-reference w/ CL research re applicable Lexington precincts; draft map corroborating research.	\$175/hour		\$402.50	9/1/23
CTA – Lexington Annexation	.8	Draft documents: draft outline of client report.	\$175/hour		\$140.00	9/1/23
CTA – Lexington Annexation	2.6	Draft documents: consolidate notes, research and draft client report.	\$175/hour		\$455.00	9/4/23
CTA – Lexington Annexation	1.2	Draft documents: review, revise client report.	\$175/hour		\$210.00	9/4/23
CTA – Lexington Annexation	.2	Draft documents: review, revise report, send to client.	\$175/hour		\$35.00	9/4/23

					\$1925.00	
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Subtotal:
NC discounts
Balance Due: \$1,925.00

Thank you for the opportunity to be of service! –Tom

Invoice due 20 days from date of issuance. A 1% interest fee will be assessed on all late invoices.



Invoice # **45**
Issued On: **Oct. 31, 2023**

River Cities Transit

FROM

Kelso School District

accounts.receivable@kelsosd.org
601 Crawford Street
Attention: Accounts Receivable
Kelso, WA 98626

TO

River Cities Transit

Tara Hargrave
tara@rctransit.org
1135 12th Ave,
Longview, WA 98632

CC:

accounts.receivable@kelsosd.org

AMOUNT
DUE

\$10.00

DUE ON

**Nov. 30,
2023**

REMAINING BALANCE

\$10.00

LINE ITEM	TYPE	RATE	QUANTITY	TOTAL
Cowlitz Transit Authority October 11, 2023 Regular Meeting with Public Hearing (10/11/2023)				
Elementary Classrooms				
Elementary- Classrooms	Hourly	\$10.00	1.00	\$10.00

Subtotal

\$10.00

NO TAXES APPLIED

Total

\$10.00

PAYMENT

Payment is expected 30 days after invoice is issued.



Cowlitz-Wahkiakum Council of Govts
PO Box 128
Kelso, WA 98626
finance@cwkog.org
cwkog.org

INVOICE

BILL TO
Cowlitz Transit Authority /
RiverCities Transit
254 Oregon Way
Longview, WA 98632

INVOICE # 2023-116
DATE 10/23/2023
DUE DATE 12/07/2023
TERMS Net 45

DESCRIPTION		QTY	RATE	AMOUNT
Grant Match - Mobe Mgt	Mobility Management Match - Jul-Dec 23	1	3,000.00	3,000.00

Thank you for being a valued member of the Cowlitz-Wahkiakum Council of Governments!

BALANCE DUE

\$3,000.00

Please feel free to contact us if you have any questions.

RIVERCITIES TRANSIT
RIDERSHIP BY THE YEAR

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2023	30	1,197	1,140	1,318	1,111	1,374	1,408	1,332	1,408	1,228	1,304			12,820
	31	3,422	3,131	3,732	3,313	3,633	3,660	3,527	4,026	3,606	3,501			35,551
	32	2,632	2,302	2,525	2,350	2,472	2,484	2,704	2,828	2,538	2,533			25,368
	33	2,595	2,495	2,784	2,414	2,663	2,314	2,402	2,477	2,737	2,784			25,665
	44	1,482	1,332	1,652	1,287	1,702	1,607	1,418	1,612	1,483	1,679			15,254
	45	5,332	4,822	5,762	5,829	6,196	5,822	5,267	6,364	5,494	5,842			56,730
	46	299	240	337	356	463	528	458	566	560	533			4,340
	57	2,543	2,190	2,471	2,252	2,343	2,387	2,167	2,398	2,389	2,692			23,832
	411	171	225	166	279	363	402	388	425	385	437			3,241
	NCC	86	120	72	32									310
TOTAL		19,759	17,997	20,819	19,223	21,209	20,612	19,663	22,104	20,420	21,305			203,111

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2022	30	754	766	954	894	979	1,089	979	1,209	1,194	1,159	1,004	1,024	12,005
	31	2,258	2,303	3,065	2,931	2,888	3,142	3,056	3,460	3,204	3,102	3,269	3,328	36,006
	32	1,861	1,873	2,302	2,128	2,155	2,285	2,528	2,849	2,858	2,943	2,582	2,267	28,631
	33	1,991	1,986	2,292	2,311	2,111	2,134	1,988	2,336	2,382	2,443	2,344	2,279	26,597
	44	986	1,022	1,350	1,110	1,242	1,511	1,161	1,530	1,458	1,453	1,221	1,282	15,326
	45	3,984	4,401	5,169	4,927	4,937	5,142	4,530	5,419	5,359	5,440	4,966	4,948	59,222
	46	399	353	452	357	402	396	332	471	414	371	301	293	4,541
	57	1,516	1,592	1,860	1,761	1,768	1,834	1,825	2,054	2,066	2,485	2,024	2,026	22,811
	411					61	80	72	82	61	92	78	75	601
	NCC								88	104	160	91	78	521
TOTAL		13,749	14,296	17,444	16,419	16,543	17,613	16,471	19,498	19,100	19,648	17,880	17,600	206,261

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2021	30		488	936	976	799	891	925	816	815	781	714	704	8,845
	31	2,687	2,270	2,991	3,047	2,765	2,724	2,931	2,628	2,538	2,516	2,440	2,498	32,035
	32	1,461	1,424	1,861	1,980	1,747	1,897	2,038	1,688	1,770	1,905	1,772	1,951	21,494
	33	1,844	1,406	1,940	2,196	2,064	2,289	2,269	2,055	1,973	2,066	2,106	2,021	24,229
	44		553	1,240	1,265	1,108	1,119	1,237	1,236	1,130	1,201	1,176	1,093	12,358
	45	3,763	3,278	4,891	4,803	4,599	4,538	4,940	4,621	4,509	4,349	4,142	4,174	52,607
	46									272	422	369	400	1,463
	57	926	912	1,452	1,538	1,262	1,362	1,378	1,367	1,681	1,625	1,382	1,396	16,281
	TOTAL	10,681	10,331	15,311	15,805	14,344	14,820	15,718	14,411	14,688	14,865	14,101	14,237	169,312

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2020	30	1,477	1,489	1,290					765	779	962	664	734	8,160
	31	5,084	5,704	4,363	2,970	2,940	3,360	3,303	2,821	2,884	3,204	2,709	3,137	42,479
	32	4,206	4,287	3,023	1,541	1,655	1,991	2,151	2,049	1,988	2,280	1,820	1,883	28,874
	33	4,036	4,030	2,992	1,729	1,864	2,159	2,344	1,948	1,947	2,269	1,827	1,950	29,095
	44	2,043	2,131	1,801					940	1,123	1,148	931	887	11,004
	45	8,461	8,689	6,780	3,991	3,948	4,976	5,354	4,485	4,279	4,835	3,952	4,353	64,103
	57	3,250	3,152	2,274	1,065	973	1,446	1,556	1,424	1,361	1,574	1,117	1,196	20,388
	TOTAL	28,557	29,482	22,523	11,296	11,380	13,932	14,708	14,432	14,361	16,272	13,020	14,140	204,103

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2019	30											455	1238	1,693
	31	6,989	5,734	5,954	6,350	6,176	5,497	5,975	6,522	5,350	6,332	5,494	4,713	71,086
	32	5,787	4,546	4,727	5,044	5,200	4,091	4,460	4,552	4,221	5,114	4,151	3,625	55,518
	33	3,750	3,582	3,747	3,873	3,896	3,610	3,381	3,586	3,305	3,969	3,655	3,455	43,809
	44	2,410	2,108	2,091	2,294	2,386	2,162	2,113	2,133	1,938	2,356	2,029	2,002	26,022
	45	9,099	8,185	8,759	9,102	9,239	7,596	8,172	8,954	8,261	9,742	8,250	7,504	102,863
	57	3,074	2,821	2,953	3,106	3,222	2,687	2,511	2,578	2,416	2,982	2,878	2,512	33,740
TOTAL		31,109	26,976	28,231	29,769	30,119	25,643	26,612	28,325	25,491	30,495	26,912	25,049	334,731

RIVERCITIES TRANSIT DAILY RIDERSHIP REPORT											
Oct-23											
DATE	ROUTE 30	ROUTE 31	ROUTE 32	ROUTE 33	ROUTE 44	ROUTE 45 A	ROUTE 45 B	ROUTE 46	ROUTE 57	ROUTE 411	TOTAL
1											
2	65	171	114	114	66	189	103	32	87	27	968
3	75	156	132	125	93	168	115	27	119	22	1032
4	57	175	101	110	65	161	123	33	111	19	955
5	61	159	94	137	96	180	127	20	127	17	1018
6	111	137	125	93	90	206	115	35	122	25	1059
7 S		135	84	104		137			65	8	533
8											
9	55	122	116	104	74	118	80	16	99	20	804
10	62	129	106	109	60	129	95	27	124	19	860
11	51	108	79	108	58	106	78	27	91	14	720
12	47	120	73	119	74	156	98	19	110	23	839
13	37	152	107	96	114	130	111	30	98	15	890
14 S		117	63	98		130			52	2	462
15											
16	49	135	110	122	84	134	95	26	119	16	890
17	53	144	96	109	100	137	90	32	111	17	889
18	62	128	86	105	67	147	97	31	99	20	842
19	62	134	81	108	94	135	93	20	91	13	831
20	57	158	110	103	72	157	91	21	88	19	876
21 S		99	79	98		150			61	6	493
22											
23	70	128	110	119	57	149	97	22	147	27	926
24	52	128	122	107	60	115	74	15	99	17	789
25	54	126	83	119	65	117	91	11	137	23	826
26	57	112	89	86	61	126	83	14	111	14	753
27	49	149	92	99	83	130	105	31	116	15	869
28 S		102	74	99		128			80	8	491
29											
30	67	142	108	88	69	135	82	24	118	17	850
31	51	135	99	105	77	131	98	20	110	14	840
TOTAL (26)	1304	3501	2533	2784	1679	3701	2141	533	2692	437	21305
WEEKDAY TOTAL (22)	1304	3048	2233	2385	1679	3156	2141	533	2434	413	19326
SATURDAY/REDUCED DAY TOTAL (4)		453	300	399		545			258	24	1721
DAILY AVERAGE	59	135	97	107	76	142	97	24	104	17	819
WEEKDAY AVERAGE	59	139	102	108	76	143	97	24	111	19	878
SATURDAY/REDUCED DAY AVERAGE		113	75	100		136			65	6	495

Ridership by Hour
10/1/2023 - 10/31/2023

Weekday - Passengers by Hour

Route	630	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	TOTAL
31	31	219	234	255	345	296	274	296	287	258	203	201	149	3,048
32	21	83	141	198	206	237	206	240	228	284	171	154	64	2,233
33	35	117	157	189	201	212	239	224	206	317	201	175	112	2,385
Route	630	720	820	920	1020	1120	1220	1320	1420	1520	1620	1720	1820	
44	43	61	102	146	155	205	174	177	140	149	148	110	69	1,679
57	81	155	122	196	165	156	240	245	339	235	235	191	74	2,434
Route					1030	1130	1230	1330	1430	1530	1630			
30					136	211	238	220	182	187	130			1,304
Route					1050	1150	1250	1350	1450	1550				
46					75	87	102	84	108	77				533
Route	630	700	730	800		not shown for brevity				1700	1720	1800	1830	
45	49	130	127	162						216	145	108	41	5,297
Route		715	815	915		1115	1215	1315	1415	1515	1615	1715		
411		30	7	63		65	57	32	28	50	40	41		413

Saturday - Passengers by Hour

Route	800	900	1000	1100	1200	1300	1400	1500	1600	1700			
31	21	21	56	52	67	49	48	50	52	37	453		
32	9	22	26	43	43	27	46	32	39	13	300		
33	23	31	46	48	47	41	42	41	43	37	399		
Route	820	920	1020	1120	1220	1320	1420	1520	1620	1720			
57	11	16	21	30	32	25	42	22	32	27	258		
Route	800	830	900	930	not shown for brevity				1600	1630	1700	1730	
45	21	28	23	19					40	22	23	23	545
Route	915								1515				
411	7								17				24

Total Fixed Route

21,305

Average Passengers per Trip

10/1/2023 - 10/31/2023

Weekday

														Passengers per Revenue Service Hr	Avg daily boardings		
Route	630	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800				
31	1.4	10.0	10.6	11.6	15.7	13.5	12.5	13.5	13.0	11.7	9.2	9.1	6.8	11.1	139		
32	1.0	3.8	6.4	9.0	9.4	10.8	9.4	10.9	10.4	12.9	7.8	7.0	2.9	8.1	102		
33	1.6	5.3	7.1	8.6	9.1	9.6	10.9	10.2	9.4	14.4	9.1	8.0	5.1	8.7	108		
Route	630	720	820	920	1020	1120	1220	1320	1420	1520	1620	1720	1820				
44	2.0	2.8	4.6	6.6	7.0	9.3	7.9	8.0	6.4	6.8	6.7	5.0	3.1	6.1	76		
57	3.7	7.0	5.5	8.9	7.5	7.1	10.9	11.1	15.4	10.7	10.7	8.7	3.4	8.9	111		
Route					1030	1130	1230	1330	1430	1530	1630						
30					6.2	9.6	10.8	10.0	8.3	8.5	5.9					8.5	59
Route					1050	1150	1250	1350	1450	1550							
46					3.4	4.0	4.6	3.8	4.9	3.5						4.0	24
Route	630	700	730	800	not shown for brevity						1700	1720	1800	1830			
45	2.2	5.9	5.8	7.4							9.8	6.6	4.9	1.9	12.1	241	
Route	715		815	915	1115		1215	1315	1415	1515	1615	1715					
411	1.4		0.3	2.9	3.0		2.6	1.5	1.3	2.3	1.8	1.9				3.2	19

Saturday

											Passengers per Revenue Service Hr	Avg daily boardings	
Route	800	900	1000	1100	1200	1300	1400	1500	1600	1700			
31	5.3	5.3	14.0	13.0	16.8	12.3	12.0	12.5	13.0	9.3	11.3	113	
32	2.3	5.5	6.5	10.8	10.8	6.8	11.5	8.0	9.8	3.3	7.5	75	
33	5.8	7.8	11.5	12.0	11.8	10.3	10.5	10.3	10.8	9.3	10.0	100	
Route	820	920	1020	1120	1220	1320	1420	1520	1620	1720			
57	2.8	4.0	5.3	7.5	8.0	6.3	10.5	5.5	8.0	6.8	6.7	65	
Route	800	830	900	not shown for brevity			1600	1630	1700	1730			
45	5.3	7.0	5.8				10.0	5.5	5.8	5.8	13.6	136	
Route	915			1515									
411	1.8			4.3								5.0	6

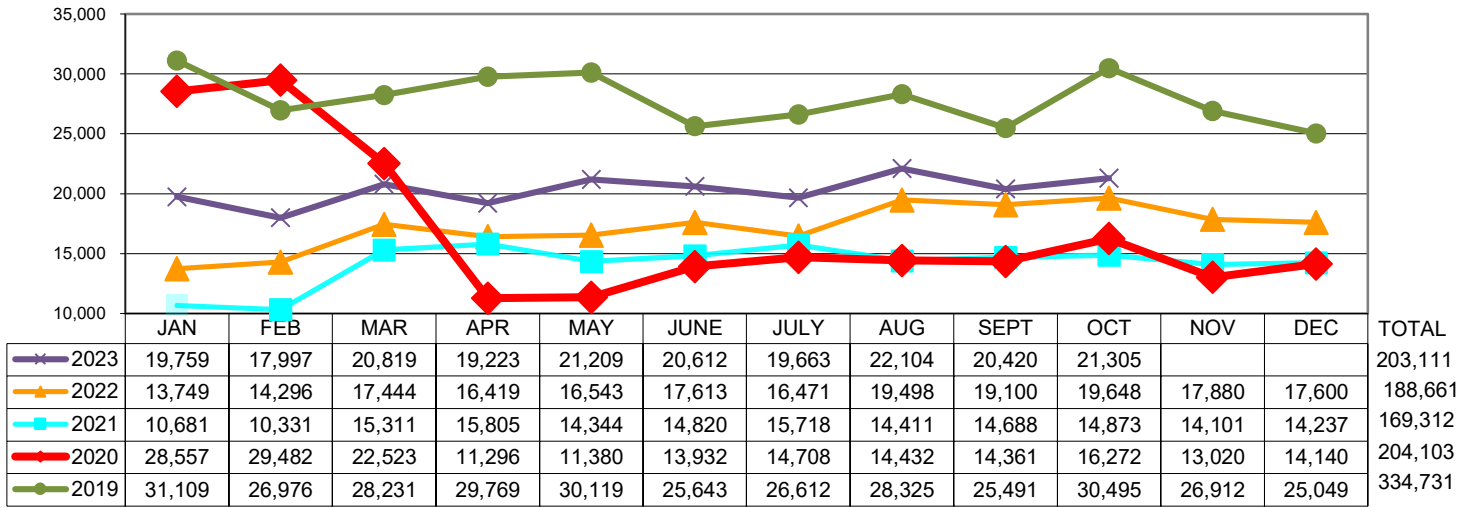
System Productivity

Red Less than 3.0 passengers per hour

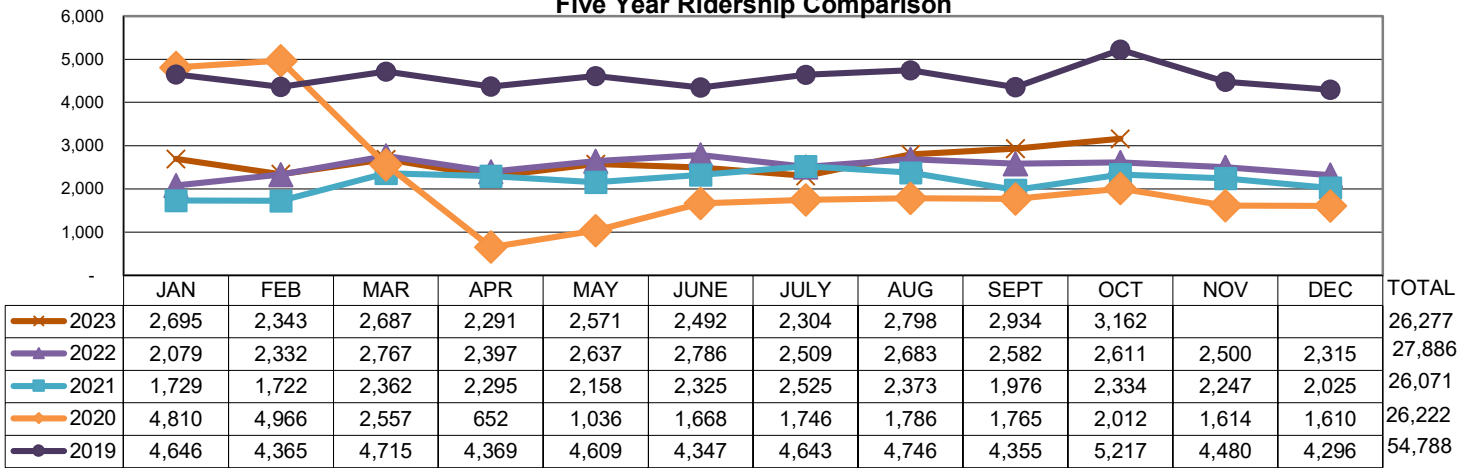
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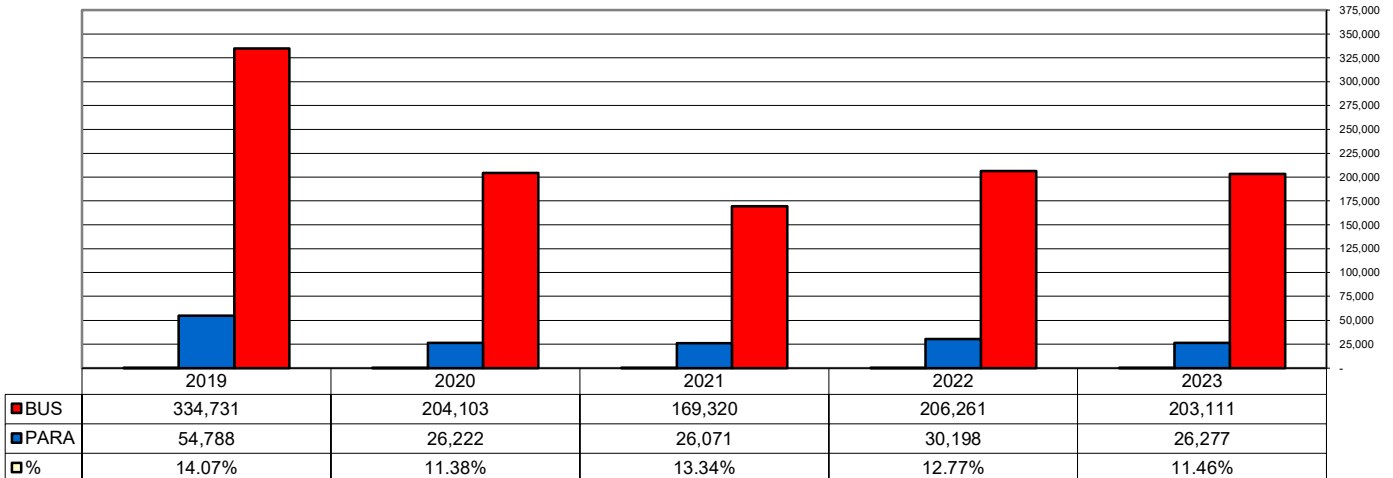
RiverCities Transit Fixed Route Five Year Ridership Comparison

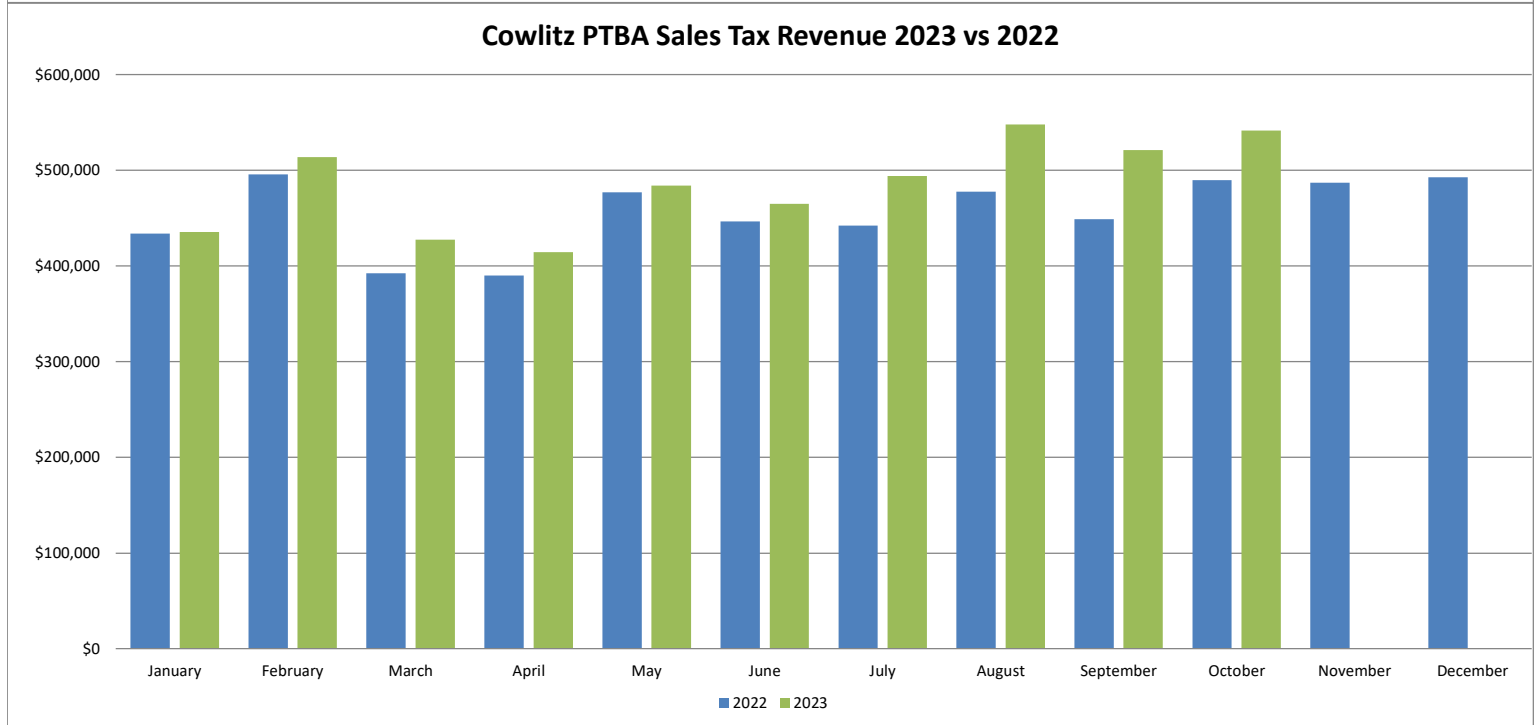
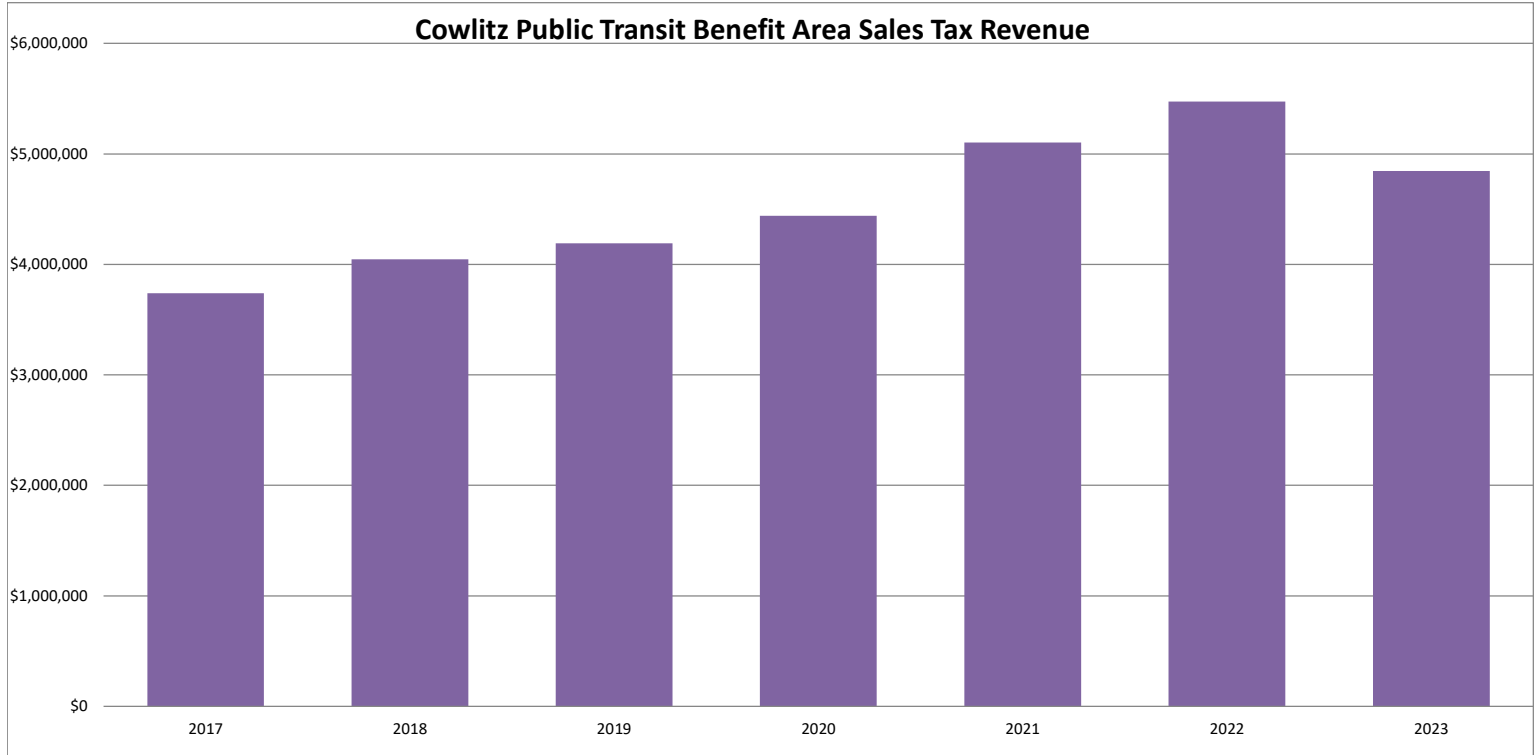


RiverCities Transit Paratransit Five Year Ridership Comparison



Comparison of Ridership Bus and Paratransit Ridership





Cowlitz Transit Authority



Agenda Summary

RIDERSHIP AGREEMENT BETWEEN THE COWLITZ TRANSIT AUTHORITY AND LOWER COLUMBIA COLLEGE

SUMMARY STATEMENT:

RiverCities Transit staff has collaborated with the administration of Lower Columbia College to renew the annual agreement that allows Lower Columbia College students, staff, and faculty access to RiverCities Fixed Route service in exchange for a single lump sum payment based on usage from the prior year. RiverCities staff recommends the renewal agreement for the 2023-2024 school year.

The ridership agreement with Lower Columbia College allows RiverCities Transit Staff on campus to market and perform outreach to students and faculty. RiverCities Transit is obligated to track the ridership of Lower Columbia College students and staff. RiverCities provided Lower Columbia College pass holders nine thousand three hundred seventy (9,370) trips during the 2022-2023 school year. The term of this agreement is for one year, starting September 1, 2023, continuing through August 31, 2024, and subject to annual renewal.

BUDGET:

This agreement will generate \$2,186 in fare revenue.

RECOMMENDED ACTION:

Motion to authorize the Cowlitz Transit Authority Board Chair to execute the Ridership Agreement with Lower Columbia College.



Cowlitz Transit Authority

Agenda Summary

ESTABLISH PUBLIC HEARING FOR 2024 CTA Budget

SUMMARY STATEMENT:

The Cowlitz Transit Authority bylaws state that the CTA is to hold a public hearing to specifically solicit public comment on the annual budget.

RECOMMENDED ACTION:

Establish a public hearing to be held at the December 13, 2023 CTA Board Meeting to receive comments on the 2024 annual budget.



Cowlitz Transit Authority

Agenda Summary

COWLITZ TRANSIT AUTHORITY SELECTION OF LEGAL COUNSEL

SUMMARY STATEMENT:

The contract for legal services with Tom Lee of R. Thomas Lee, PLLC was terminated on September 27, 2023. The Cowlitz Transit Authority relies on legal services occasionally for review of contracts, interlocal agreements, legal interpretation of state and federal laws, and related matters, and is in need of services.

At the direction of the CTA Board, an RFQ for a qualified Cowlitz County-based attorney was issued on October 16, 2023, with a deadline for submission of November 3, 2023. Notification of the RFQ was emailed to the four attorneys based in Cowlitz County indicating a municipal law specialty that were not employed by a city or legal aid, as found on the Washington State Bar Association website. A legal notice was also printed in The Daily News on Saturday, October 21, 2023.

Board Member Wallis, Transit Manager Seeks, and Clerk of the Board Hargrave will review the proposals for legal counsel received on November 7, 2023, and will both share the proposers and provide a recommendation to the Authority at its November 8 meeting.

A draft contract is attached. The contract is for services December 1, 2023 through November 30, 2025, with an option to extend if desired by CTA.

BUDGET: Legal services are included in the Cowlitz Transit Authority Budget.

RECOMMENDED ACTION:

The review committee will recommend a qualified attorney as Legal Counsel to the Cowlitz Transit Authority.

THEN:

Motion to approve the Consulting/Legal Fee Agreement between the Cowlitz Transit Authority and the recommended attorney.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Cowlitz Transit Authority** (Client), doing business as “RiverCities Transit”, and _____, licensed attorney in the State of Washington (“Attorney”).

RECITALS.

The Client desires to contract for routine legal services, advice, interpretations, and risk management, as hereafter mutually agreed between the parties. Client warrants that its execution of this Agreement is lawful and within its power. Client acknowledges that Attorney is limited in the performance of its duties by the Washington State Rules of Professional Conduct. Client contracts with the City of Longview to provide public transportation services and the necessary operating and administrative staff to support Client.

NOW THEREFORE, IT IS AGREED BETWEEN CLIENT AND ATTORNEY:

1. **Authority.** The Client’s officials responsible for assigning the Attorney work are the Board Chairman, the Transit Manager, and the Longview Public Works Director. Additionally, a majority of the Board Members may give direct assignments to the Attorney if such direction is given during a meeting of the Board.

2. **General Duties.** The Attorney shall be responsible for performing all legal work for the Client, except as set forth below, or in those instances in which the Client assigns legal work to other attorneys, at Client’s own discretion.

3. **Specific Duties.** The following list of duties are illustrative of the services required from Attorney, but is not necessarily inclusive of all duties. In addition, Attorney shall only provide these services when so requested by Client.

a. **Legal Documents.** The Attorney shall review and offer its professional advice on all resolutions, contracts, inter-local agreements, legal correspondence or other legal documents. The Attorney shall draft such documents as requested by the Client. The Client shall forward all draft documents (including contracts, resolutions and inter-local agreements) to the Attorney to approve as to form, when required by law.

b. **Advisory Duties.** The Attorney shall advise the Board Chairman, Transit Manager, Board Members and/or Client and Longview staff members with regard to legal matters relating to their respective duties. This includes providing advice on procedural issues relating to the conduct of meetings and conduct with the public.

c. **Meetings.** The Attorney shall attend and prepare for meetings as requested by the Client. Preparation includes the review and drafting of resolutions, review of any contracts, leases, inter-local agreements, and other legal documents pertaining to operation of the Client, and any legal research on issues or procedural matters before the Board.

d. **Court Proceedings.** Upon request, the Attorney shall represent the Client in civil lawsuits and other contested proceedings commenced by or against the Client. If applicable and upon request, Attorney shall assist Client in pursuing any insurance benefits or seeking defense representation for claims covered by insurance. Attorney acknowledges that Client and RiverCities Transit are a member of the Washington State Transit Insurance Pool (WSTIP), who will handle or take the lead in responding to and defending against claims and lawsuits.

In the event it becomes necessary to commence or defend hearings, litigation or appeals in connection with this representation, Client shall reimburse Attorney for all litigation connected expenses, including filing fees, deposition expenses, expert fees, and such other out-of-pocket costs normally and reasonably incurred in such matters.

e. **Other Services.** The Attorney shall provide such other requested services as are necessary, appropriate and within Attorney's competence in order to provide the CLIENT with adequate legal representation.

4. **Location, Time Frame of Services.**

a. **Location.** The Attorney shall provide services in Cowlitz County as directed or as directed by the Board. Attorney shall be compensated for mileage at the then current IRS mileage reimbursement rate, and reasonable travel expenses, for services outside of Cowlitz County.

b. **Time Frame.** The Attorney shall make every effort to perform the duties requested by the Client in the time frame requested by the Client or as expeditiously as possible. The Attorney agrees to keep the Client informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

5. **Excluded Services.** The Attorney's services do not include:

a. Providing any advice or representation to the Client on labor, labor negotiations, employment or personnel matters unless specifically requested by the Client.

b. Representing or advising Client or Longview employees where the interest of the Client or Longview employee may conflict with that of the Client.

c. Providing legal services where the Client has insurance coverage that provides for legal services and the Client has tendered the defense to the insurance carrier. Provided, however, the Attorney shall monitor the lawsuit or claim on behalf of the Client, and may be retained by the Client's insurance provider to provide such legal services, or may pursue claims against the Client's insurance provider as needed to ensure the Client's rights under the contract of insurance are provided.

6. **Conflict of Interest.** The Attorney provides services to other clients in its independent law practice. The Attorney shall not perform such services for other clients where a conflict of interest or ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist. The Attorney warrants, to the best of its knowledge, that its execution and delivery of this Agreement does not and will not conflict with any obligation of Attorney to a current or former client.

7. **Compensation.**

a. **Hourly Rate.** The Client shall pay Attorney at the rate of \$_____ per hour. The Attorney shall invoice the Client no later than the last week of each month for work performed the previous month. The Client shall pay the Attorney's invoice promptly, and in no case later than 30 days from the invoice date.

b. Attorney's actual direct expenses incurred for any routine work for the Client shall be reimbursed at actual cost. Examples of direct costs include copying costs, mailing and postage fees, hiring of subcontractors or other Attorneys as approved in advance by the Client, and other reasonable costs.

c. As appropriate, the Client shall issue the Attorney a federal 1099 form.

Attorney's federal tax identification number is _____.

Attorney's mailing address is _____.

Attorney's phone number is _____.

Attorney's e-mail address is _____.

The Client's federal tax identification number is 91-6001367.

The Client's mailing address is P.O. Box 128, Longview, WA 98632

The Client's phone number is (360) 442-5661

The Client's email address is jim@rctransit.org

8. **Term of Agreement.** This Agreement is for an initial term of December 1, 2023 through November 30, 2025.

a. At the option of the Client, this Agreement may be extended for two-year periods upon the same terms contained herein, except that the Attorney's hourly rate may be adjusted upon mutual agreement.

b. This Agreement may be terminated by either party by giving 30 days' notice to the other party. Any earned compensation or expenses appropriate under this Agreement will be paid for services rendered during the notice period but will only be authorized thereafter upon express agreement of the Board Chairman. The Attorney agrees to co-operate in the transferring of all Client's files and records and provide a copy of all pending attorney files to the Client's designee promptly upon completion of services.

c. Upon termination of this Agreement, the Attorney shall not be entitled to severance pay or continued compensation other than for ongoing services the Attorney and Board Chairman have agreed will extend beyond the effective termination date.

9. **Equipment and Other Resources.** The Attorney shall obtain its own cellular phone, computer, office equipment and access to electronic legal research services as needed to perform the legal services contemplated in this agreement.

10. **Insurance.** During the term of this Agreement and any extensions thereof, the Attorney shall secure and maintain a policy of comprehensive professional liability insurance provided by an insurance company licensed to do business in the state of Washington. Said policy shall have limits of not less than \$1,000,000.

The Attorney shall also secure and maintain general liability and automobile liability insurance, each with limits not less than \$1 million per occurrence and \$1 million aggregate, provided by an insurance company licensed to do business in the state of Washington.

11. **Indemnity.** The Client shall defend, indemnify and hold Attorney harmless from any and all claims arising out of the good faith performance of Attorney's duties for services provided within the scope of this Agreement, within the confines of applicable ethical rules and in compliance with existing law. Indemnity will not be provided for acts performed outside the scope of the Attorney's requested services, or for any acts of misconduct, negligence, or alleged violations of existing law.

The Attorney shall defend, indemnify, and hold Client harmless from any and all claims arising out of the good faith performance of Client's duties and services related to the scope of this Agreement and in compliance with existing law. Indemnity will not be provided for acts performed for any acts of misconduct, negligence, or alleged violations of existing law.

12. **Confidentiality.** Attorney agrees to keep all of the information provided by Client in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

13. **Maintenance of Client Records and Files.** Any work-related products, such as letters, plans, spreadsheets, databases, or the like, that are developed during the term of this Agreement for the Client by the Attorney shall be deemed to be owned jointly by the Attorney and the Client. The Attorney will keep the Client adequately advised of all legal matters by providing copies of all letters or correspondence, plans or proposals written on the Client's behalf to the Transit Manager. All copies of correspondence received by the Attorney relating to Client business will be routinely forwarded to the Transit Manager or its designee upon receipt. A copy of all documents prepared by the Attorney, but not previously provided, or when duplicates are needed, shall be delivered to the Client upon request.

14. **Qualifications.** Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the state of Washington and a member in good standing of the Washington State Bar.

15. **Independent Contractor Status.** The Attorney is an independent contractor and is not an employee of the Client. The Attorney is responsible for paying its own federal income tax withholding and other taxes, fees or other charges imposed by law upon independent contractors from the compensation paid to it by the Client. The Attorney is not entitled to any benefits such as sick leave, vacation, unemployment insurance, worker's compensation, PERS, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

16. **Non-Exclusive Contract.** This is a non-exclusive contract. The Client reserves the right to appoint additional attorneys, to contract for a new attorney in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall guarantee renewal of this Agreement, and in the event of a future renewal, the parties reserve the right to renegotiate all provisions. Likewise, Attorney reserves the right to perform legal duties for other clients, provided that there is no conflict of interest with the Client.

17. **Entire Agreement.** This Agreement incorporates the entire Agreement between the parties with regard to the legal work to be performed on behalf of the Client, and the rates to be charged therefore.

DATED this ____ day of _____ 2023.

ATTORNEY

COWLITZ TRANSIT AUTHORITY

Name

DENNIS WEBER

Firm

Board Chairman