

**RESOLUTION NO. 1970**

**A RESOLUTION AUTHORIZING APPROVAL OF AN INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TRI-MET AND THE CITY OF WILSONVILLE TO OPERATE THE WILSONVILLE TO BEAVERTON COMMUTER RAIL PROJECT.**

WHEREAS, Tri-Met is responsible for the operation of the Commuter Rail Project; and  
WHEREAS, the Commuter Rail line extends to Wilsonville which is outside the Tri-Met district; and

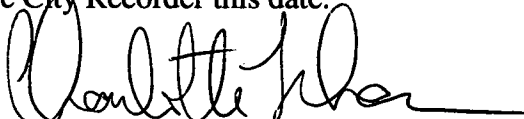
WHEREAS, the City of Wilsonville recognizes its commitment to assist in the funding of the operational costs related to services within the jurisdiction of the City of Wilsonville; and

WHEREAS, the parties desire to enter into an Intergovernmental Agreement to share the cost of providing commuter rail services.


NOW THEREFORE THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville City Council authorizes the Mayor to execute the Intergovernmental Agreement attached hereto as Exhibit "A" and incorporated as if fully set forth herein.
2. This resolution is effective upon adoption

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21<sup>st</sup> day of November 2005 and filed with the Wilsonville City Recorder this date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, MMC, City Recorder

**SUMMARY OF VOTES:**

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Excused
Councilor Knapp	Yes
Councilor Ripple	Yes

**Attachment: Exhibit A – Intergovernmental Agreement**

**WILSONVILLE TO BEAVERTON COMMUTER RAIL PROJECT  
INTERGOVERNMENTAL  
FUNDING AGREEMENT**

This Intergovernmental Funding Agreement ("Agreement") is entered into by and between the City of Wilsonville, Oregon, a political subdivision of the State of Oregon ("City") and the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon ("TriMet") (jointly referred to herein as "the Parties").

**RECITALS**

A. In 1996, Washington County ("County"), City, and the cities of Beaverton, Tigard, Tualatin and Sherwood, and TriMet, Metro and the Oregon Department of Transportation ("ODOT") began studying the feasibility of a commuter rail line in a branch rail corridor that parallels I-5 and Oregon Highway 217 between Wilsonville and Beaverton (the "Project").

B. In September 1999, the County, under the oversight of the Federal Transit Administration ("FTA"), began alternatives analysis and an environmental assessment process required by the National Environmental Policy Act of 1970 ("NEPA"). An extensive public involvement process was undertaken, which resulted in an indication of public and business support for the Project.

C. The County, City and the cities of Beaverton, Tigard, Tualatin, the Joint Policy Action Committee for Transportation ("JPACT") and the Metro Council all unanimously selected the Wilsonville-to-Beaverton Transit Center alignment for study. In general, this alignment follows the existing rail corridor from Wilsonville north adjacent to the I-5 freeway, through the cities of Tualatin and Tigard, eventually terminating adjacent to the Beaverton Transit Center, allowing easy pedestrian connections to TriMet's light rail system.

D. On September 25, 1999, FTA authorized the County to begin alternatives analysis and an environmental assessment, which has been completed.

E. In May 2000, the Wilsonville-to-Beaverton Transit Center alignment was selected as the locally preferred alternative.

F. On July 21, 2000, FTA authorized the commencement of preliminary engineering, which has now been completed.

G. Final environmental assessment was published on January 23, 2001, followed by a Finding of No Significant Impact ("FONSI") issued by FTA on March 22, 2001 with an addendum issued on April 9, 2001.

H. During the 2001 Oregon Legislative session, the Oregon Legislature approved the local match funding for the Project, to be disbursed by and through ODOT under certain conditions as provided in H.B. 2275, 2001 Oregon Laws, Chapter 942. H.B. 2275 was amended

during the 2003 Oregon Legislative Session by Section 7, Chapter 741, Oregon Laws 2003, and again during the 2005 Oregon Legislative Session by S.B. 5532. By S.B. 5532, the Oregon Legislature approved the local match funding for the Project in the amount of \$35.342 million, to be disbursed by and through ODOT under certain conditions as provided in S.B. 5532.

I. County has executed a Shared Use Agreement ("SUA") with Portland & Western Railroad that grants County or its assignees the right to operate the commuter rail.

J. On March 18, 2003, TriMet and Washington County executed Definitive Agreement ("DA"), for design, construction and operation of the Project.

K. On May 7, 2004, FTA approved of entry of the Project into Final Design, and TriMet expects to submit materials in support of a Full Funding Grant Agreement ("FFGA") to FTA in or before January 2006.

L. In August of 2005, Congress passed the SAFETEA-LU' (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users", which authorized the Washington County Commuter Rail Project for Design and Construction

M. Upon completion of construction of the Project, TriMet intends to commence commuter rail service to areas under City's jurisdiction.

N. In light of the foregoing, pursuant to the provisions of ORS 267.200(8), the Parties desire to enter into an agreement providing for City's payment to TriMet for operation of commuter rail service to areas under City's jurisdiction as set forth below.

## **AGREEMENT**

### **1. Overview of Parties' Roles**

#### **A. Overview of TriMet's Role**

In accordance with the DA, TriMet shall design, acquire, construct, install, equip, own and operate the Project. Upon completion of construction of the Project, TriMet will commence operation of commuter rail service to areas under the City's jurisdiction as described herein.

#### **B. Overview of City Role**

City shall pay to TriMet a share of costs of TriMet's operation of commuter rail service to areas under its jurisdiction as set forth in Paragraph 4 below, and assume certain other obligations and rights as described herein.

## **2. TriMet Commuter Rail Operations**

### **A. General**

- (1) TriMet shall undertake all necessary and desirable activities for commuter rail operations, including but not limited to marketing, providing feeder bus services within its district, and operating and maintaining the vehicles, right-of-way, stations and park-and-ride lots, in a manner consistent with TriMet's general practices for light rail lines and the SUA with Portland & Western Railroad.
- (2) TriMet shall prepare and approve all plans and policies for the operations and maintenance of the commuter rail line and vehicles, including but not limited to:
  - (a) The long-term, short-term and annual operating plans and policies for commuter rail, including but not limited to the hours of service, frequency of service, fares, and feeder bus service within its district;
  - (b) The annual operating budgets and financing plans for commuter rail operations;
  - (c) Any amendments or extensions to the SUA; and
  - (d) The acquisition of vehicles and other network components required for maintaining or expanding commuter rail operations.
- (3) Subject to the City's payment of costs as described in Paragraph 4 below, and any contribution or assistance from other parties, TriMet shall pay all operating and maintenance costs of commuter rail. Operating costs include those costs directly or indirectly attributable to staffing, operations, repair, vehicle maintenance, maintenance of way, and passenger facilities for commuter rail.
- (4) Since the City operates a transit service, South Metro Area Rapid Transit (SMART) and will have an adjacent park and ride facility, the Parties agree that operation of commuter rail to areas under City's jurisdiction may require additional agreement between the Parties with regard to such matters as emergencies, inclement weather, transfer points, maintenance responsibilities at the Wilsonville terminus site, customer/public information, performance data and other transit coordination issues, and the Parties agree to cooperate on those additional matters.
- (5) At a minimum, commuter rail service shall be provided between Wilsonville and Beaverton during the morning and afternoon commute periods each weekday, except for those weekdays designated as a holiday by TriMet. TriMet shall provide a regular schedule of no less than sixteen (16) trains during the morning commute period and sixteen (16) trains during the afternoon commute period. In the event the City or TriMet desires to increase the level of commuter rail service

beyond that provided for herein, the Parties shall engage in good faith negotiations regarding the costs, terms and conditions of such proposed increase in service. TriMet shall provide mid-day commuter rail service when TriMet reasonably determines such mid-day service is justified. Except as provided in Paragraph 4(D) below, no premium fare shall be charged to ride the commuter rail line. At all times, commuter rail fares shall be consistent with the version of Chapter 19 of the TriMet Code (Fares) then in effect.

- (6) TriMet shall provide free transfers between the commuter rail line and other components of the TriMet transit network (e.g. bus service or light rail service); provided, however, TriMet may charge a fee for transferring to or from the commuter rail line if such a transfer fee is applicable to all transfers within the TriMet system.
- (7) TriMet shall maintain the commuter rail operations and maintenance facility, and the station platform and park & ride facility located in Wilsonville, and costs of such maintenance shall be part of the overall operations cost of commuter rail.
- (8) TriMet is not responsible for delay or failure to operate service caused by fire, riots, acts of God, strike and other causes beyond TriMet's control.
- (9) Following the first quarter of commuter rail revenue service, and quarterly thereafter during the first five (5) years of commuter rail operation, TriMet shall invoice City for its share of commuter rail expenses in accordance with the formula set forth in Paragraph 4.A below.
- (10) Starting on a date that is exactly five (5) years from the commencement of commuter rail revenue service, and annually thereafter, TriMet shall prepare and submit to City an annual budget for the next fiscal year. Operating costs to be included in TriMet's annual budgets are described in Exhibit A. In preparing the annual budget, TriMet shall consider ridership in areas under the City's jurisdiction and service levels to such areas. The Parties agree that an annual budget may provide for the City to contribute in-kind services, and that in such case, the amount to be paid by the City shall be adjusted accordingly. No annual budget shall become effective until the City approves it, and the City shall not unreasonably withhold approval. The City shall provide TriMet with its approval, or disapproval with detailed comments, within forty-five (45) days after the date the annual budget is submitted by TriMet. If the City does not approve an annual budget, the Parties shall meet and negotiate in good faith to resolve the issues. If such negotiations fail to resolve the dispute, the Dispute Resolution procedures described in Section 21 shall be followed.
- (11) Starting for fiscal year 2008, TriMet shall provide a final report on the fiscal year expenditures within ninety (90) days after the completion of the fiscal year. The report shall contain the actual City investment required for the previous fiscal year. City shall include any adjustment or reconciliation of the payment amount

in the next payment to TriMet. Operating costs to be included in TriMet's final reports on fiscal year expenditures are described in Exhibit A.

### **3. City Agreements**

- A.** The Parties agree that the purpose of this Agreement is to enable TriMet to construct, maintain, and operate the Project in accordance with Project plans and specifications and the terms of this Agreement. The Parties agree that the Project is to be constructed utilizing, in part, federal funds that will be provided to TriMet by FTA pursuant to a Full Funding Grant Agreement, and that the federal government will retain a continuing interest in all structures, equipment and other facilities acquired or constructed. City agrees that it will enact or amend, as necessary, rules or regulations establishing TriMet's authority to construct, operate and maintain the Project within City's jurisdiction, that it will issue the appropriate lawful development approvals (subject to legal land use requirements), permits, licenses and certificates necessary for the construction and operation of the Project, and that development approvals, permits, licenses and certificates may be subject to reasonable and necessary conditions of approval, but may not, by themselves or cumulatively, prevent construction or operation of the Project. City further agrees that it shall grant TriMet an irrevocable, perpetual right to operate commuter rail in areas located within the jurisdiction of the City in accordance with the project plans. City will cooperate and use its best efforts to insure that the Wilsonville terminus site is appropriately zoned for the intended uses, and if a zone change is required, to initiate such change.
- B.** City may choose to design and construct additional improvements for the SMART system at the Wilsonville terminus site, including bus storage, bus wash facilities, park & ride spaces, and administrative office space. Both Parties, as to the terms and conditions of such additional improvements, may incorporate design and construction of such projects into the commuter rail Project upon mutual agreement. Funding for the design, construction, operation and maintenance of the additional improvements shall be the sole responsibility of the City.
- C.** To the extent funds are available, the City shall provide feeder bus service within its district as required to serve commuter rail.
- D.** The City shall provide free transfers between the commuter rail line and other components of the SMART network; provided, however, the City may charge a fee for transferring to or from the commuter rail line if such a transfer fee is applicable to all transfers within the SMART system.
- E.** Within thirty (30) days prior to the commencement of commuter rail revenue service, the City shall appoint a representative to serve on the Project Executive Committee as defined in Section 2.2 of the DA.

**4. City Payment**

- A.** The City shall commence payments to TriMet following the first quarter of commuter rail operations and shall make payments thereafter quarterly to TriMet based upon the approved budget for the fiscal year. At no time in the first five years of commuter rail operations shall the City's share exceed \$300,000. If the start date of revenue service results in a partial fiscal year (July 1 – June 30) for year one, then the amount to be paid by the City shall be prorated to reflect the commensurate remainder of the initial fiscal year of revenue service. If the start date of revenue service occurs during the second half of the fiscal year, then the five-year \$300,000 cap shall commence with the first full fiscal year of revenue service.
- B.** Beginning in the sixth year of commuter rail service, the City's share of \$300,000 shall be adjusted annually for inflation at the rate of the December Portland-Salem CPI-U.
- C.** Provided, however the City agrees to open discussion with TriMet regarding additional payment in year six. The parties agree to use the following methodology as a guideline based upon a combination of ridership, service hours, rail miles, and employees in the service area. In no event shall the City's share exceed 12.3% of TriMet's net payroll tax effort, which is the commuter rail operating costs (as defined in Section 2.A.3 above) net of commuter rail fares, advertising revenue, Washington County payments, and other non-TriMet resources and grants attributed to commuter rail excluding Rail Modernization Funds. An illustration of the Revenue and Costs Forecast is set forth in Exhibit B.

The guideline calculation to determine City's share is as follows:

<b>Category</b>	<b>Factor</b>	<b>Weighting</b>	<b>Calculation</b>	<b>City's Share</b>
System Riders	14%	45%	14% x 45% =	6.3%
Service Hours	12%	12.5%	12% x 12.5% =	1.5%
Rail Miles	12%	12.5%	12% x 12.5% =	1.5%
Employees	10%	30%	10% x 30% =	3.0%
Total		100%		12.3%

- D.** Should the parties fail to agree on an operating budget after the initial five year period, as set forth in this section, TriMet may, in its sole discretion, institute premium fares for service to areas under City's jurisdiction and/or reduce service levels to such areas. In determining whether to institute premium fares, TriMet shall consider ridership in areas under the City's jurisdiction and service levels to such areas.



E. The City elects not to claim any federal rail modification funds, which may accrue from the commuter rail project. TriMet will assume full responsibility for rail modernization

**5. Project Managers**

**A. TriMet**

TriMet hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Joe Walsh  
TriMet  
710 NE Holladay Street  
Portland OR 97232  
Telephone (503) 962-2266  
Facsimile (503) 962-2284

TriMet may, from time to time, designate another person to act as the TriMet Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to the City's Project Manager.

**B. City**

The City hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Steve Dickey  
Transit Director  
City of Wilsonville  
30000 SW Town Center Loop E  
Wilsonville, OR 97070  
Telephone (503) 570-1576  
Facsimile (503) 685-9180

City may, from time to time, designate another person to act as the City Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to TriMet's Project Manager.

**GENERAL PROVISIONS**

**6. Relationship of the Parties**

Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent,

partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

**7. Liability**

Within the provisions and limits of liability set forth in the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify and defend the other and its officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement in favor of any person on account of personal injury, death or damage to property, which arises out of the negligent acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

**8. Termination**

- A. The City and TriMet may, by mutual written agreement, terminate this Agreement at any time.
- B. In addition to the rights afforded under subparagraph 8(A) above, this Agreement may be terminated by a Party as a result of a material breach of an obligation of the other Party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the Project Manager sixty (60) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.

**9. Inspection of Records**

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Party as it deems necessary for review of the other Party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party.

**10. Successors; and Assigns**

The Parties recognize that the Commuter Rail has regional and state-wide significance, that the governance structure of the Commuter Rail may evolve, and that the benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. However, the rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

**11. Choice of Law; Place of Enforcement**

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. The venue for any litigation relating to interpretation or enforcement of this Agreement shall be Multnomah County, Oregon.

**12. Amendments**

This Agreement (including the exhibits hereto) may only be amended by means of a writing signed by an authorized representative of each of the Parties hereto. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to the other Party's performance or failure to perform, or any failure or delay by either Party to enforce its rights hereunder.

**13. Integration**

This document constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement.

**14. Interpretation of Agreement**

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

**15. Severability/Survivability**

If any clause, sentence or portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

**16. Laws and Regulations**

The Parties agree to abide by all applicable laws and regulations in carrying out this Agreement.

**17. Waivers**

No waiver by either Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Party not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

**18. Notice**

Any notice or communication under this Agreement shall be deemed received by the addressee on the earliest to occur of:

- (a) The date such notice is hand-delivered to the notice address of the addressee; or
- (b) If such notice is transmitted by telecopy or facsimile machine to the fax number of the addressee specified as part of the notice address, then:
  - (i) If such notice is transmitted during regular business hours, 8:00 a.m. to 5:00 p.m. Pacific Time, on a mail delivery day, such notice shall be deemed to be delivered on the date it is so transmitted; and
  - (ii) If such notice is not transmitted during such regular business hours, or is transmitted on a date that is not a mail delivery date, such notice shall be deemed delivered on the next mail delivery day following the date upon which the same was transmitted; or
- (c) If sent to the addressee's notice address through the United States Postal Service, postage prepaid, the third mail delivery day following the date upon which the envelope containing such notice is postmarked.

B. The notice address of each Party is set forth below:

If to TriMet:  
Tri-County Metropolitan  
Transportation District of Oregon  
710 NE Holladay Street  
Portland OR 97232  
Attn: Joe Walsh  
Telephone: (503) 962-2266  
Facsimile: (503) 962-2284

With copy to:  
TriMet Legal Department  
4012 SE 17<sup>th</sup> Avenue  
Portland, OR 97202-3993  
Attn: M. Brian Playfair  
Telephone: (503) 962-3037  
Facsimile: (503) 962-3095

If to City:  
City of Wilsonville  
30000 SW Town Center Loop E  
Wilsonville, OR 97070  
Attn: Steve Dickey  
Telephone: (503) 570-1576  
Facsimile: (503) 685-9180

With copy to:  
City Attorney  
30000 SW Town Center Loop E  
Wilsonville, OR 97070  
Attn: Mike Kohlhoff  
Telephone: (503) 570-1508  
Facsimile: (503) 682-1015

Any Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

**19. Headings**

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**20. No Third Party Beneficiaries**

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

**21. Dispute Resolution**

In the event a dispute arises under this Agreement that is not resolved by mutual agreement, the Parties agree to mediate such dispute. The mediation shall be conducted in Portland, Oregon, in accordance with such procedures, and on such time schedules as the Parties shall mutually agree. The mediator shall be selected by mutual agreement of the Parties, or if the Parties cannot agree, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. Mediators' fees shall be shared equally between the Parties. Each Party shall bear its own costs and expenses in connection with the mediation. Each Party shall participate in such mediation in good faith, but nothing in this Agreement shall preclude a Party from exercising its rights as provided by law in the event mediation is unsuccessful.

In the event such dispute is not resolved through mediation, the Parties agree to submit the dispute to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the Parties shall then select a third arbitrator. The arbitrators shall have a background in government finance law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction.

**22. Counterparts**

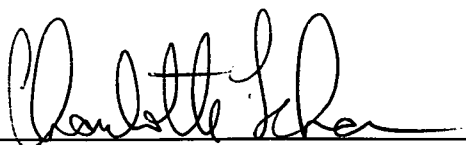
This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

**23. Term**

This Agreement shall take effect on the date of execution by TriMet and remain in effect for twenty (20) years, unless it is terminated in accordance with the provisions hereof or extended by mutual agreement of the Parties. In the event the Parties desire to extend the term of this Agreement, they shall be free to renegotiate its terms.

CITY OF WILSONVILLE

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON (TRIMET)

By: 

By: \_\_\_\_\_  
General Manager

Date of Execution: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Wilsonville City Attorney

By: \_\_\_\_\_  
Counsel for TriMet

**Exhibit B  
WCCR Funding Agreement Between TriMet and Wilsonville**

<b>Fiscal Year</b>	<b>Operating Cost Commuter Rail</b>	<b>Fares from WCCR Operations</b>	<b>Washington County Payment</b>	<b>-Net Tax Effort</b>	<b>*Wilsonville Payment</b>	<b>TriMet Share with Wilsonville Payment</b>	<b>+ 12.3% Calculation</b>	<b>Difference Between Wilsonville Payment and 12.3% Calculation</b>
2009	\$3,926,371	\$471,129	\$2,000,000	\$1,455,243	\$178,995	\$1,276,248	\$178,995	\$0
2010	\$4,886,663	\$521,320	\$2,000,000	\$2,365,343	\$290,937	\$2,074,406	\$290,937	\$0
2011	\$5,068,445	\$544,206	\$2,000,000	\$2,524,239	\$300,000	\$2,213,758	\$310,481	\$0
2012	\$5,257,265	\$602,182	\$633,000	\$4,022,082	\$300,000	\$3,722,082	\$494,716	-\$194,716
2013	\$5,453,403	\$628,618	\$0	\$4,824,785	\$300,000	\$4,524,785	\$593,449	-\$293,449
2014	\$5,815,398	\$695,587	\$0	\$5,119,811	\$310,500	\$4,809,311	\$629,737	-\$319,237
2015	\$6,033,291	\$726,123		\$5,307,168	\$321,368	\$4,985,800	\$652,782	-\$331,414
2016	\$6,259,676	\$803,480		\$5,456,196	\$332,615	\$5,123,580	\$671,112	-\$338,497
2017	\$6,494,895	\$838,753		\$5,656,142	\$344,257	\$5,311,885	\$695,705	-\$351,449
2018	\$6,739,304	\$928,109		\$5,811,195	\$356,306	\$5,454,889	\$714,777	-\$358,471
2019	\$7,196,110	\$968,853		\$6,227,257	\$368,777	\$5,858,481	\$765,953	-\$397,176
2020	\$7,468,019	\$1,072,068		\$6,395,950	\$381,684	\$6,014,267	\$786,702	-\$405,018
2021	\$7,750,606	\$1,119,132		\$6,631,474	\$395,043	\$6,236,431	\$815,671	-\$420,629
2022	\$8,044,306	\$1,238,358		\$6,805,948	\$408,869	\$6,397,079	\$837,132	-\$428,262
2023	\$8,349,570	\$1,292,722		\$7,056,848	\$423,180	\$6,633,668	\$867,992	-\$444,813
2024	\$8,666,869	\$1,430,441		\$7,236,428	\$437,991	\$6,798,437	\$890,081	-\$452,090
2025	\$8,996,693	\$1,493,237		\$7,503,456	\$453,321	\$7,050,135	\$922,925	-\$469,604
<b>Totals</b>	<b>\$112,406,882</b>	<b>\$15,374,318</b>	<b>\$6,633,000</b>	<b>\$90,399,564</b>	<b>\$5,914,323</b>	<b>\$84,485,242</b>	<b>\$11,119,146</b>	<b>-\$5,204,824</b>

**NOTES:**

-Operating Cost Commuter Rail minus Fares from WCCR Operations minus Washington County Payment

\*Capped at \$300,000 for first five years. \$300,000 + illustrated at a CPI rate of 3.5% years six through twenty / Operations IGA Section 4

+Based on calculations identified in the Operations Agreement Section 4