



Fargo-Moorhead Metropolitan Council of Governments

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To: MAT Coordinating Board Members
From: Fargo-Moorhead Metropolitan Council of Governments (Metro COG)
Metro Area Transit (MATBUS)
Date: November 23, 2016
RE: MAT Coordinating Board Agenda and Correspondence

**65th Meeting of the
Metro Area Transit Coordinating Board
August 17, 2016 – 8:00am
*Fargo City Commission Chambers – 200 3rd Street North, Fargo ND***

Meeting Agenda

1. Call to Order and Introductions – Kevin Hanson (Chair)
 - a. New Member Introductions
2. Review and Action on Minutes from March 16, 2016 (**Attachment 1**)
3. Joint Powers Agreement with Dilworth and Fargo Park District – Lori Van Beek (**Attachment 2**)
4. Moorhead Proposed Service Changes – Lori Van Beek (**Attachment 3**)
5. Minnesota Capital Grant funding for 2017 – Lori Van Beek (**Attachment 4**)
6. 2017 Dilworth Transit Service – Lori Van Beek (**Attachment 5**)
7. North Dakota FTA 5339 Application – Julie Bommelman (**Attachment 6**)
8. Development of MATBUS App – Julie Bommelman (**Attachment 7**)
9. Quarter Day Marketing Promotion – Taaren Haak (**Attachment 8**)
10. MATBUS Ridership Reports April 2016 - Lori Van Beek & Julie Bommelman
 - a. Fargo Ridership Report (**Attachment 9**)
 - b. Moorhead Ridership Report
11. Other Business

Questions, comments or concerns prior to the meeting can be directed to Michael Maddox (701.232.3242 x33; maddox@fmmetrocog.org).

People with disabilities who plan to attend this meeting and need special arrangements should contact Michael Maddox at Metro COG (701.232.3242 Ext. 33), at least two days before the meeting to make arrangements.

A PLANNING ORGANIZATION SERVING

FARGO, WEST FARGO, CASS COUNTY, NORTH DAKOTA AND MOORHEAD, DILWORTH, CLAY COUNTY, MINNESOTA

**65th Meeting of the
Metro Area Transit Coordinating Board
August 17th, 2016
Fargo Commission Chambers**

Members Present:

Kevin Hanson, Chair
Jim Haney, Moorhead City Council
Larry Weil, City of West Fargo
Brit Stevens NDSU
Sue Oatey, Concordia College
Teresa Stolfus, MState
Brian Arett, Valley Senior Services
Jean Hollar, MSUM

Members Absent:

Tony Gehrig, Fargo City Commission
Jim Aasness, Dilworth City Council
Tony Grindberg, City of Fargo
Paul Grindeland, Valley Senior Services

Others Present:

Lori Van Beek, City of Moorhead
Julie Bommelman, City of Moorhead
Bill Christian, Metro COG
Michael Maddox, Metro COG
Matthew Peterson, City of Fargo

1. Chair Kevin Hanson called the meeting to order at 8:00AM.

2. Review and Action on Minutes from March 2016.

A motion to approve the minutes was made by Mr. Haney and seconded by Ms. Oatey.
Motion was carried unanimously.

3. Phone Presentation: Sarah Dunlap, Greater MN Transit Investment Plan

Phone presentation with Sarah Dunlap, Tom Gottfried (Program Director), and Darryl Washington (Small Urban Transit Planner). Presentation laid out MNDOT Family of Plans. There will be a 45-day period for public comment from August 29, 2016 until October 14, 2016.

4. Moorhead Transit Draft Budget

Lori Van Beek presented the 2017 Moorhead Transit Budget draft. Budget includes looking into new route development software, operating costs, COLA/STEP, temp work for transit surveys after hours, increased travel expenses, 2017 National Transit audit, GTC building repairs, MTG wants to hire a full-time fleet/facility manager, continuation of Link FM, and possible Night Bus added lines for a change in 1.35% budget increase.

Brenda Elmer questioned the notion of low gas prices/fuel discounts being a factor for budgeting, Ms. Van Beek explained that they have gas/diesel prices locked in for the first two quarters of 2017 at a low rate.

Recommend to Approve Budget

A motion to approve the budget was made by Ms. Elmer and seconded by Mr. Haney.

Motion was carried unanimously.

5. Fargo Transit Budget

Julie Bommelman and Matthew Peterson from the City of Fargo presented the 2017 Fargo Transit Budget draft. Budget includes request for Public Information Specialist to be hired (this has been denied), administrative budget, continuation of Link FM, Sunday Service public recommendation, Sanford addition, night routes, West Acres hub rent increase and garage improvements, Paratransit budget, Wireless download bus camera update, Extra customer service GTC window addition, and Administrative support transfer vehicle.

Recommend to Approve Budget

A motion to approve the budget was made by Mr. Weil and seconded by Mr. Stevens.

Motion was carried unanimously.

6. 2016/2017 U-Pass Agreement

Lori Van Beek presented the agreement, and explained that the last agreement was never fully signed by all parties. The process will need to be entirely re-started. The data from 2014/2015 was used as a model for this agreement.

Recommend to Approve the Agreement.

A motion to approve the agreement was made by Ms. Elmer and seconded by Mr. Haney.

Motion was carried unanimously.

7. Ridership Reports

Lori Van Beek and Julie Bommelman presented ridership data from 2016. Listed each route and performance, noting that on-time issues due to construction; laid out Paratransit services ridership, and Link FM. There was a note on complaints, could be anything from missed stops, to rude drivers.

No other business.

Adjourned.

Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager *LVB*

Date: November 17, 2016



RE: *Joint Powers Agreement with Dilworth and Fargo Park District (dba Valley Senior Services)*

In January 2008, Valley Senior Services began operating Metro Senior Ride transportation in the Cities of Moorhead and Dilworth. All parties are interested in continuing this service for calendar year 2017. The draft contract incorporates budgets, vehicle maintenance, insurance, and operating policies for three vans from 7:40 a.m. to 4:30 p.m., Monday through Friday.

Ridership on Metro Senior Ride has been steadily increasing since its inception. A second vehicle was added in March 2010 to meet increasing demand. A third vehicle was added in January 2015 to expand service into newly annexed Oakport Township. As of September 30, 2016, ridership was 7,906.

METRO SENIOR RIDE SERVICE

<u>Year</u>	<u>Ridership</u>	<u>% Change</u>
2008	4,050	
2009	5,111	26%
2010	5,961	17%
2011	7,471	25%
2012	7,492	0%
2013	8,042	7%
2014	8,301	3%
2015	10,143	22%
2016 Projected	10,541	4%

The draft 2017 contract with Dilworth to provide transit service includes Dilworth's local share of costs for MATBUS Fixed Route service, as well as Dilworth's share of both MAT Paratransit and Senior Ride based on actual costs and grant funding, and distributed based upon ridership.

The proposed Metro Senior Ride budget of \$121,744 submitted by Valley Senior Services is included as Attachment C to the JPA. These expenses and related revenues were included in the approved 2017 Mass Transit Budget and the approved MNDOT operating grant.

Recommended Motion: Recommend to the Moorhead City Council approval of a Joint Powers Agreement with the City of Dilworth and Fargo Park District for Operation of Metro Senior Ride for 2017.

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INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF MOORHEAD, MINNESOTA
THE CITY OF DILWORTH, MINNESOTA
AND
PARK DISTRICT OF THE CITY OF FARGO, NORTH DAKOTA
(D/B/A VALLEY SENIOR SERVICES)

This agreement made and entered into this 1st day of January 2017, by and between the City of Moorhead, Minnesota, a municipal corporation hereinafter referred to as "MOORHEAD", the City of Dilworth, Minnesota, a municipal corporation hereinafter referred to as "DILWORTH" and the Park District of the City of Fargo, North Dakota, d/b/a Valley Senior Services, hereinafter referred to as "CONTRACTOR". Collectively, MOORHEAD and DILWORTH may be described as "PURCHASER".

WITNESSETH

WHEREAS, MOORHEAD, DILWORTH and CONTRACTOR entered into a Intergovernmental Agreement on January 1, 2008, for the operational of Metro Senior Ride curb-to-curb public transportation service for residents age 60 and over throughout the Fargo-Moorhead metropolitan area; and

WHEREAS, MOORHEAD and DILWORTH have determined that there is a continued and growing demand need for demand responsive service for residents age 60 and over; and

WHEREAS, CONTRACTOR currently operates a public transportation system for seniors citizens age 60 and over in the bordering cities of Fargo and West Fargo, North Dakota, and has operated same in Dilworth and Moorhead, Minnesota, since January 1, 2008; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services; and

WHEREAS, pursuant to Chapter 54-40.3, N.D.C.C., and Minnesota Statutes § 471.59 (joint exercise of powers), the above-named governmental units have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised;

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 - COMPLETE AGREEMENT

- 1.1 This Agreement and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between MOORHEAD, DILWORTH and CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. MOORHEAD and DILWORTH'S failure to insist in one or more instances upon performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of their right to such performance by the CONTRACTOR. Notwithstanding the above, if the invalidity of a term affects the economics of the ability of the CONTRACTOR to reasonably provide the services, the CONTRACTOR may terminate this Agreement under terms similar to those contained in Section 13.1 below.

ARTICLE 2 - CITY AND CONTRACTOR DESIGNEES

- 2.1 The City Manager, or his Designee, shall have the authority to act for and exercise any of the rights of MOORHEAD as set forth in the herein Agreement, subsequent to the authorization by the City Council of MOORHEAD.
- 2.2 The City Administrator, or his Designee, shall have the authority to act for and exercise any of the rights of DILWORTH as set forth in the herein Agreement, subsequent to the authorization by the City Council of DILWORTH.
- 2.3 The Executive Director, or his/her Designee, shall have the authority to act and exercise any of the right of CONTRACTOR as set forth in the herein Agreement.

ARTICLE 3 - EMPLOYMENT OF THE CONTRACTOR

- 3.1 MOORHEAD and DILWORTH hereby engage the CONTRACTOR and the CONTRACTOR agrees to perform the services hereinafter described in the connection with the supervision, management, and operation of Metro Senior Ride Service and the lease of vehicle(s) to be used in the operation of said services for residents of MOORHEAD and DILWORTH.

ARTICLE 4 - CONTRACTOR'S EMPLOYEES

- 4.1 The personnel performing services under this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control and shall be either employees of CONTRACTOR or independent contractors under agreement with and not employees or agents of MOORHEAD or DILWORTH. CONTRACTOR shall pay all wages, salaries and other amounts due its employees or agents in connection with the Agreement and shall be responsible for social security,

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income tax withholding, unemployment compensation, worker compensation insurance and similar matters.

- 4.2 MOORHEAD and DILWORTH shall not interfere in the normal day to day management of CONTRACTOR'S employees or agents nor attempt to directly discipline CONTRACTOR employees or agents. MOORHEAD and DILWORTH reserve the right to interview any and all CONTRACTOR employees or agents performing under this Agreement. MOORHEAD and DILWORTH shall have the right to demand, upon written notice to CONTRACTOR, the removal of any employee or agent from providing services on the Metro Senior Ride Program and CONTRACTOR shall timely comply with said written requests. CONTRACTOR may request a meeting with MOORHEAD, DILWORTH and the CONTRACTOR to discuss the demand and the reasons for the same.

ARTICLE 5 - SCOPE OF WORK

- 5.1 CONTRACTOR shall provide services in accordance with **Attachment A** to this Agreement, attached hereto and by reference incorporated herein, during the entire term of the Agreement.

ARTICLE 6 - CHANGES IN SCOPE OF WORK: AMENDMENT

- 6.1 It is understood and agreed by MOORHEAD, DILWORTH and CONTRACTOR that it may be necessary, from time to time during the term of this Agreement, to modify the scope of work provisions or to revise the scope and/or extent of Metro Ride Service. In each such instance, MOORHEAD, DILWORTH and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced in writing and when appropriately executed by all parties and the same shall constitute an amendment to this Agreement. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all the other applicable provisions of the Agreement, and shall be attached to the Agreement. Until an amendment has been approved in the foregoing manner, it shall have no force or effect.
- 6.2 During a national, State, or Locally declared emergency, MOORHEAD and DILWORTH shall have the right to issue verbal and/or written instructions to CONTRACTOR for CONTRACTOR to operate emergency transportation services consistent with the purposes of this Agreement and as may be required by MOORHEAD and DILWORTH. In such event, CONTRACTOR will supply such services to the extent possible. MOORHEAD and DILWORTH and CONTRACTOR agree to meet, after the conclusion of said emergency, to negotiate compensation for such services provided during the emergency.

ARTICLE 7 – VEHICLES & INSURANCE

7.1 MOORHEAD shall lease to CONTRACTOR, at no cost other than the obligations to maintain the vehicle as described in Section 7.6 below, the following described vehicles to provide the services contemplated by this agreement.

- 2015 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBGXFR703439 - Unit 5151
- 2014 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBG8ER378787 - Unit 1226
- 2013 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBG7DR813703– Unit 1209
- 1999 Ford Windstar, VIN 2FMZA5146XBB52498 - Unit 1167

During the life of the vehicles, MOORHEAD will retain ownership and title of the vehicles prospectively. At the end of the useful life of vehicle, or in the event the cost to maintain the vehicle, in the collaborative decision of the PURCHASER and CONTRACTOR, is not economically feasible, MOORHEAD will determine disposition of the vehicle. Any replacement vehicle to be purchased/provided will be mutually agreed upon in advance by MOORHEAD, DILWORTH and CONTRACTOR.

7.2 CONTRACTOR shall provide indoor storage for the vehicles described above and shall notify PURCHASER of the location of said storage.

7.3 The CONTRACTOR shall obtain and keep in force during the terms of this Agreement the insurance coverage listed below.

The CONTRACTOR shall provide casualty, liability and no-fault insurance on the vehicles provided by MOORHEAD under this agreement and MOORHEAD shall have no responsibility to provide such coverage. Deductible and Self Insured retainers, if any, shall be identified. All deductible payments are the responsibility of CONTRACTOR. CONTRACTOR shall provide insurance coverage's, limited, however, to the statutory amount or amounts established by the State of Minnesota laws governing municipal liability. Alternatively, if allowed by law, CONTRACTOR may provide casualty and liability coverage through the North Dakota Insurance Reserve Fund. The minimum auto insurance requirements are: Auto Liability \$1.5 Million per person, \$1.5 Million per occurrence, and comprehensive and collision in the amount of the actual cash value of the vehicle.

MOORHEAD shall be named as additional insured on all liability policies. CONTRACTOR agrees not to cancel nor have the coverage reduced until thirty (30) days after the City of Moorhead shall have received written notice of such cancellation or reduction by certified mail. In addition, MOORHEAD shall be listed as the Loss Payees on the insurance.

The CONTRACTOR shall provide handling of all claims, demands, lawsuits and all other liability associated with the leasing and operation of the vehicle. MOORHEAD and DILWORTH shall not be required to provide vehicle liability insurance, contribute to the settlement of any claim nor pay for any attorney fees resulting from the operation of vehicles or the provision of service under this Agreement.

The CONTRACTOR shall provide North Dakota Worker's Compensation and Employer Liability Insurance at the limits established by the State of North Dakota.

CONTRACTOR will provide the MOORHEAD documentation proving insurance coverage, in the form of a Certificate of Insurance, before commencing transportation service and annually thereafter.

- 7.4 CONTRACTOR agrees that vehicle(s) shall be used for the provision of transportation services as described in the Scope of Work. If vehicle(s) is/are not used in this manner or withdrawn from transportation service, CONTRACTOR shall immediately notify MOORHEAD and DILWORTH.
- 7.5 CONTRACTOR shall maintain the vehicle as outlined in the attached Vehicle Maintenance Plan (Attachment B). CONTRACTOR shall exceed the manufacturer's recommendation with regard to oil changes by servicing the vehicle every 3,000 miles rather than 5,000 miles. CONTRACTOR shall keep satisfactory documentation/records regarding maintenance and provide MOORHEAD with a detailed maintenance report submitted monthly.
- 7.6 CONTRACTOR shall be responsible for all maintenance and operating costs of the vehicle(s), including maintenance to include all parts, labor, service, cleaning, diesel fuel, gasoline, motor oil, lubricants, antifreeze, and solvents.
- 7.7 CONTRACTOR and MOORHEAD shall jointly inspect the vehicle and determine and agree upon the condition of the vehicle prior to start of service.
- 7.8 CONTRACTOR and MOORHEAD shall jointly conduct a final inspection of the vehicle at the end of this agreement and/or at the time of termination, if applicable, to determine and agree upon the condition of the vehicle. CONTRACTOR shall return the vehicles to MOORHEAD in operable condition with all preventive maintenance completed per the terms of the Vehicle Maintenance Plan in Attachment B, including any repairs as necessitated by improper maintenance identified in the final inspection.

ARTICLE 8 - INDEMNIFICATION

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- 8.1 CONTRACTOR shall defend, indemnify and save harmless MOORHEAD and DILWORTH, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of CONTRACTOR'S performance under this contract or attempted performance of the provisions hereof. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the negligence or willful misconduct of MOORHEAD and DILWORTH.

ARTICLE 9 - PAYMENT

Records of the expenses pertaining to the work performed under this contract and records of accounts between the MOORHEAD, DILWORTH and the CONTRACTOR shall be kept on a generally recognized accrual accounting basis. MOORHEAD and DILWORTH, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

The CONTRACTOR shall retain information in its files that shall clearly document all activities performed in conjunction with this Agreement. These records shall be retained by the CONTRACTOR for a period of three years.

- 9.1 MOORHEAD agrees to submit and administer State and Federal grant applications, reports, and draw downs as applicable for the operation of Metro Senior Ride service under this Agreement.
- 9.2 DILWORTH agrees to pay MOORHEAD their prorata share of the local match funds required by State and Federal operating grants for this service based on a percentage of total ridership.
- 9.3 MOORHEAD agrees to pay CONTRACTOR for the performance of services set forth in this Agreement as follows:
- 9.3.1 On or before the 10th day of each month CONTRACTOR shall submit an invoice to MOORHEAD, itemizing CONTRACTOR'S gross operating costs (as defined in Attachment C) for the previous monthly period. Invoices shall contain a detailed record of the expenses by line item, the amount of fares/revenue collected from passengers, and the net invoiced amount. The invoice shall also list the number of vehicle service hours provided and miles driven and the number of passengers provided rides, indicated by city of residence. CONTRACTOR shall also supply a copy of the detailed records mentioned above to DILWORTH.
- 9.3.2 All payments by MOORHEAD shall be made in arrears after the service has been provided. MOORHEAD shall pay CONTRACTOR's invoice

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within thirty (30) days following receipt of such invoice. If MOORHEAD disputes any item on an invoice for a reasonable cause, MOORHEAD may deduct that disputed item from the payments, but shall not delay payment for the undisputed portion. MOORHEAD shall document the amounts and reasons for such deletions to CONTRACTOR within fifteen (15) working days after receipt of invoice. CONTRACTOR and MOORHEAD shall meet to resolve any disputed amount within ten (10) working days following MOORHEAD'S notice to CONTRACTOR. If MOORHEAD and CONTRACTOR are unable to resolve dispute through negotiation, MOORHEAD and CONTRACTOR agree to resolve dispute in accordance with Article 15, Section 11, herein.

- 9.3.3 MOORHEAD shall pay CONTRACTOR the following for services provided during the term of this Agreement: The maximum amount that CONTRACTOR can invoice MOORHEAD in each calendar year under this Agreement per the estimated budget submitted by CONTRACTOR (see Attachment C).

ARTICLE 10 – OPERATING REVENUES

- 10.1 All operating revenues collected by CONTRACTOR are to be documented and applied against the gross operating costs per Section 9.3.3. The revenue to be charged per passenger is contained in Attachment A, Operating Guidelines.

ARTICLE 11 – FORCE MAJEURE

- 11.1 Neither party shall be held responsible for delays or lack of performance caused by events beyond its control. Such events shall include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, changes in government regulation, war, insurrection, and other unanticipated events. MOORHEAD will not compensate CONTRACTOR for any missed hours resulting from an interruption or termination of service due to events beyond its control.

ARTICLE 12 – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2017, and shall continue in full force and effect through December 31, 2017, unless earlier terminated as herein provided.

ARTICLE 13 – TERMINATION

- 13.1 MOORHEAD and DILWORTH reserve the right to terminate this Agreement for cause by written notice to the CONTRACTOR. Cause for termination will be

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documented failure(s) of the CONTRACTOR to provide services in the quantity and/or quality contemplated by the Agreement. Notice of such intent to terminate the Agreement will be provided to CONTRACTOR. CONTRACTOR will, within ten (10) days, correct the failure or present MOORHEAD and DILWORTH with a plan to correct the failure. In the event CONTRACTOR does not correct failure or complete its plan to correct failure, then MOORHEAD and DILWORTH may terminate this Agreement by notifying CONTRACTOR of date of termination. Notice of such termination will be given with sufficient time to allow for the orderly withdrawal of the CONTRACTOR without additional harm to the participants or MOORHEAD and DILWORTH. Said termination shall not diminish MOORHEAD and DILWORTH'S rights under law or equity.

- 13.2 MOORHEAD and DILWORTH may terminate or reduce the amount of service to be rendered if there is, in the opinion of the City Councils, a significant increase in local costs; or, in the opinion of the City Councils, insufficient state or federal funding available for the service, thereby terminating this Agreement or reducing the compensation to be paid under this contract. In such event MOORHEAD and DILWORTH will notify CONTRACTOR in writing ninety (90) days in advance of the date such actions are to be implemented.
- 13.3 In like manner, CONTRACTOR may terminate or reduce the amount of service if there is, in the opinion of the Park District's Commission, a significant increase in the costs that are not deemed part of the gross operating costs, burdensome administrative requirements as described in Article 15, an inability to hire drivers, or insufficient use of the service in Dilworth or Moorhead. Any reduction in service must be first approved by MOORHEAD and DILWORTH. In such event, CONTRACTOR will notify MOORHEAD and DILWORTH, in writing, not less than ninety (90) days prior to the actions to be implemented.
- 13.4 In the event of any termination, MOORHEAD and DILWORTH shall pay the agreed rate only for services delivered up to the date of termination. MOORHEAD and DILWORTH have no obligation to CONTRACTOR, of any kind, after the date of termination. CONTRACTOR shall deliver all records, equipment including leased vehicle, materials owned by MOORHEAD and DILWORTH to MOORHEAD and DILWORTH within twenty-four (24) hours of the date of termination.

ARTICLE 14 – CONFLICT OF INTEREST

The CONTRACTOR agrees that neither it nor any member of its Board of Commissioners, officers, or employees presently have any interest in any project to be financed under this Agreement, and shall not acquire any interest in the project which would conflict with performance required under this Agreement or applicable statute, rule, or regulation.

ARTICLE 15 – GENERAL PROVISIONS AND APPLICABLE FEDERAL CLAUSES

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Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

15.1 No Government Obligation to Third Parties

a. The PURCHASER and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the PURCHASER, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15.2 Program Fraud & False or Fraudulent Statements & Related Acts

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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15.3 Access To Records

a. Where the PURCHASER is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(l), the CONTRACTOR agrees to provide the PURCHASER, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. Where the PURCHASER is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, CONTRACTOR agrees to provide the PURCHASER, the FTA Administrator or his authorized representatives, including any PMO CONTRACTOR, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

c. Where the PURCHASER enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide the PURCHASER, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

d. Where any PURCHASER which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the PURCHASER, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purpose of conducting an audit and inspection.

e. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of the litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the PURCHASER, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

15.4 Federal Changes

a. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PURCHASER and FTA, and they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

15.5 Civil Rights Requirements (EEO, Title VI & ADA). The following requirements apply to the underlying contract:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor, 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment,

Attachment 2

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementation requirements FTA may issue.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.6 Termination Provisions. Refer to Article 13 – Termination

15.7 Disadvantaged Business Enterprise

a. In connection with the performance of this service, the CONTRACTOR will cooperate with the PURCHASER in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the CONTRACTOR agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal. In addition, the CONTRACTOR shall provide opportunities and foster small business enterprises (SBE) participation in connection with the performance of service under this agreement.

b. The CONTRACTOR agrees to meet any goals established by PURCHASER for purchases pertaining to this Contract to the best of the CONTRACTOR's ability and will provide the PURCHASER with the necessary certification and records for reporting purposes. The majority of the contract is labor, which is not a contracting opportunity.

Attachment 2

c. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the PURCHASER deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

d. The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONTRACTOR's receipt of payment for that work from the PURCHASER. In addition, the CONTRACTOR is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

f. The CONTRACTOR must promptly notify the PURCHASER whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the PURCHASER.

15.8 Incorporation of FTA Terms

a. The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any PURCHASER requests which would cause the PURCHASER to be in violation of the FTA terms and conditions.

15.9 Debarred, Suspended, or Ineligible Contractors

a. The CONTRACTOR certifies that his/her firm is not included on the U.S. Comptroller General's or General Services Administration's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards.

15.10 Buy America

Attachment 2

a. The CONTRACTOR shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

15.11 Breach of Contract and Dispute Resolution

a. Disputes will be presented in writing to the appropriate city personnel – the Moorhead Transit Manager or the Dilworth City Administrator. MOORHEAD, DILWORTH and the CONTRACTOR will attempt to resolve any dispute arising in the performance of the Contract.

1. Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by arbitration with MOORHEAD and DILWORTH, collectively selecting one arbitrator, CONTRACTOR selecting one arbitrator and the two selectees, selecting a third. This majority decision of the three arbitrators shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, either party commences an action in Cass County, North Dakota, District Court. Each party shall be afforded an opportunity to be heard and to offer evidence in support of its position at the arbitration hearing. Unless appealed, the decision of the Arbitrator shall be binding upon the parties and the parties shall abide by the decision.

2. Performance During Dispute. Unless otherwise directed by the MOORHEAD or DILWORTH, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved unless such dispute pertains to the CONTRACTOR's claim that MOORHEAD and DILWORTH have not paid the invoiced amounts in a timely manner.

3. Claims of Damages. Should any party to the Contract suffer injury or damage to person or property because of any act or omission of another party or of any of their employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4. Remedies. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between MOORHEAD, DILWORTH and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

5. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MOORHEAD, DILWORTH or

Attachment 2

CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15.12 Lobbying Restrictions

a. The CONTRACTOR certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

15.13 Clean Air

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. ☐ ☐ 7401 et seq. The CONTRACTOR agrees to report each violation to the PURCHASER and understands and agrees that the PURCHASER will, in turn, report each violation as required to assure notification to FTA an the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.14 Clean Water

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as

Attachment 2

amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the PURCHASER and understands and agrees that the PURCHASER will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.15 Contract Work Hours & Safety Standards Act

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

c. All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

15.16 Transit Employee Protective Arrangements - General Transit Employee Protective Requirements

a. To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

15.17 Charter Service Operations

a. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 40 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.

15.18 Drug & Alcohol Testing

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 40 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 40 and 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The CONTRACTOR agrees to furnish to MOORHEAD and DILWORTH prior to start of this service all necessary documentation for a compliant drug and alcohol testing program.

15.19 Cargo Preference

a. 46 U.S.C. 1241(b)(1) and 46 CFR Part 381 impose cargo preference requirements on shipment of foreign made goods. Requirements therein apply to the contract arising from this procurement.

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15.20 Davis-Bacon Act and Copeland Act

b. The selected CONTRACTOR shall comply with provision under the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations 29 CFR Part 5. The CONTRACTOR shall also comply with provisions under the Copeland (Anti-Kickback) Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

15.21 Energy Conservation

a. CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

15.22 Environmental Violations

a. For all contracts and subcontracts in excess of \$100,000, CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. The CONTRACTOR shall obtain and keep in force during the terms of this Agreement the insurance coverage listed below. CONTRACTOR shall report violations to FTA and to the US/EPA Assistant Administrator for Enforcement (ENO329).

15.23 Bonding Requirements

a. A performance bond will not be required with this contract. A performance bond is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

b. A payment bond will not be required with this contract. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

ARTICLE 16 – BINDING

This Agreement shall be binding on the assignees, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

ARTICLE 17 – SEVERABILITY

Attachment 2

In the event any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality or the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

ARTICLE 18 – NOTICE

All notices hereunder and communications with respect to this Agreement shall be effected upon the mailing thereof registered or certified mail return receipt requested or by Federal Express and addressed as follows:

DILWORTH

City Administrator
PO Box 187
Dilworth, MN 56529

MOORHEAD

City Manager
500 Center Avenue
Moorhead, MN 56560

CONTRACTOR

Executive Director
Valley Senior Service
2801 32nd Ave. S., PO Box 2217
Fargo, ND 58103

Attachment 2

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**PARK DISTRICT OF THE CITY OF FARGO,
NORTH DAKOTA (D/B/A/ VALLEY SENIOR
SERVICES)**

By: _____
Brian Arett, Executive Director

Date: _____

CITY OF MOORHEAD, MINNESOTA

By: _____
Del Rae Williams, Mayor

Date: _____

By: _____
David Schmidt, Interim City Manager

Date: _____

CITY OF DILWORTH, MINNESOTA

By: _____
Chad Olson, Mayor

Date: _____

ATTESTED:

By: _____
Peyton Mastera, City Administrator

Date: _____

ATTACHMENT A
OPERATING GUIDELINES

ATTACHMENT B
VEHICLE MAINTENANCE SCHEDULE

1999 Ford Windstar

**2015 Dodge Grand Caravan
Extended Minivan**

**2013 Dodge Grand Caravan
Extended Minivan**

**2014 Dodge Grand Caravan
Extended Minivan**

ATTACHMENT C

2017 TRANSIT BUDGET - MOORHEAD/DILWORTH

MOORHEAD & DILWORTH BUDGET METRO SENIOR RIDE

EXPENSES	2017 BUDGET
DIRECTOR OF TRANSIT	0
DISPATCHERS	13,790
VAN DRIVERS	71,089
HEALTH INSURANCE	2,256
PAYROLL TAX	6,493
WORKERS COMP	2,000
DEFERRED COMP	275
DRUG SCREENING	250
VAN/BUS FUEL	14,000
VAN/BUS REPAIR	4,000
VEHICLE INSURANCE	1,800
UNIFORMS	250
STORAGE	3,840
MARKETING	1,200
MISCELLANEOUS	100
RADIO MTCE	400
TOTAL EXPENSES	\$121,744
REVENUES	
FARES	30,000
ESTIMATED STATE AND/OR FEDERAL GRANT FUNDS	103,482
LOCAL SHARE (EXCESS REVENUE)	-11,738
TOTAL REVENUES	\$121,744

*Local share funds are to be distributed based on Actual % of Total Ridership and any profit applied to the local share for operating MAT Paratransit

Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager *lvb*

Date: November 17, 2016

RE: *Proposed Changes to Evening Bus Service & Route 5*



Evening Service Changes

The City of Moorhead's 2017 grant application to MN/DOT identified three "unmet needs" to be considered for funding. The three projects are description below. Projects 2 and 3 were selected from the route alternatives identified in the 2016-2020 Transit Development Plan.

- 1) Continuation of LinkFM Downtown Circulator (50% Moorhead's Share)
- 2) Expanded evening coverage area in North Moorhead (30-minute frequency)
- 3) Expanded evening coverage area in South Moorhead (60-minute frequency)

Projects 1 and 2 were approved for 2017 funding. Project 3 will be considered by MN/DOT in future applications if higher frequency (30-minute service) is requested.

Approved Evening Project: (see Attachment A and B)

- Replace existing evening Route 7 by extending core daytime Route 4 to increase the service area in north Moorhead. Increase buses from one to two buses operating on a 60-minute route for 30-minute frequency from 6:45 p.m. to 11:15 p.m., Monday-Saturday.
- Interline Route 4 with evening Route 8 for a one-seat ride without transfers

Service Gaps Addressed:

- Expanding the service area in the evening by extending the core daytime route (replacing existing evening route with limited service area).
- In north Moorhead, extending service north from 5th Avenue to 15th Avenue.
- Providing service to evening activities and employment at the Clay County Family Service Center and the Dilworth Wal-Mart.

A MATBUS Survey was conducted to ascertain passenger understanding of evening bus service and their preferences for expanding service. The results from SurveyMonkey are in Attachment C. Thirty percent of respondents were unaware that Moorhead has separate evening routes. This indicates that more marketing is needed and that extending core day routes into the evening is a valid approach to improving service. Of the two projects for expanding evening service, the coverage in north Moorhead received a positive response from 66%, and the south Moorhead 54% positive. There were numerous comments regarding the south Moorhead evening coverage needing to be operated at 30-minute frequency. For those currently riding Route 8 in south Moorhead, the 30-minute frequency appeared more important than the area coverage per the written comments.

For your information, maps of the current Route 8 and proposed south Moorhead evening routes are in Attachment D & E.

Attachment 3

Route 5 Changes

Route 5, which serves M|State and south of I-94 to 40th Avenue, has been on detour during road construction projects on 8th Street and 20th Street South. Due to continued high traffic on northbound 8th Street and the lack of a traffic control device at 37th Avenue, the detour which avoided the left-hand turn from Belsly Blvd onto 8th Street is recommended to continue. This detour took the bus closer to residential neighborhoods and high-density apartment buildings. In addition, the bus stop at M|State that was relocated during construction of the no-right turn barrier on 20th Street and 28th Avenue, will need to continue permanently. We are working with M|State on locating a shelter on the north side near the main entrance to the college. Attachment F is the current Route 5 and Attachment G is the proposed Route 5.

Public Hearing

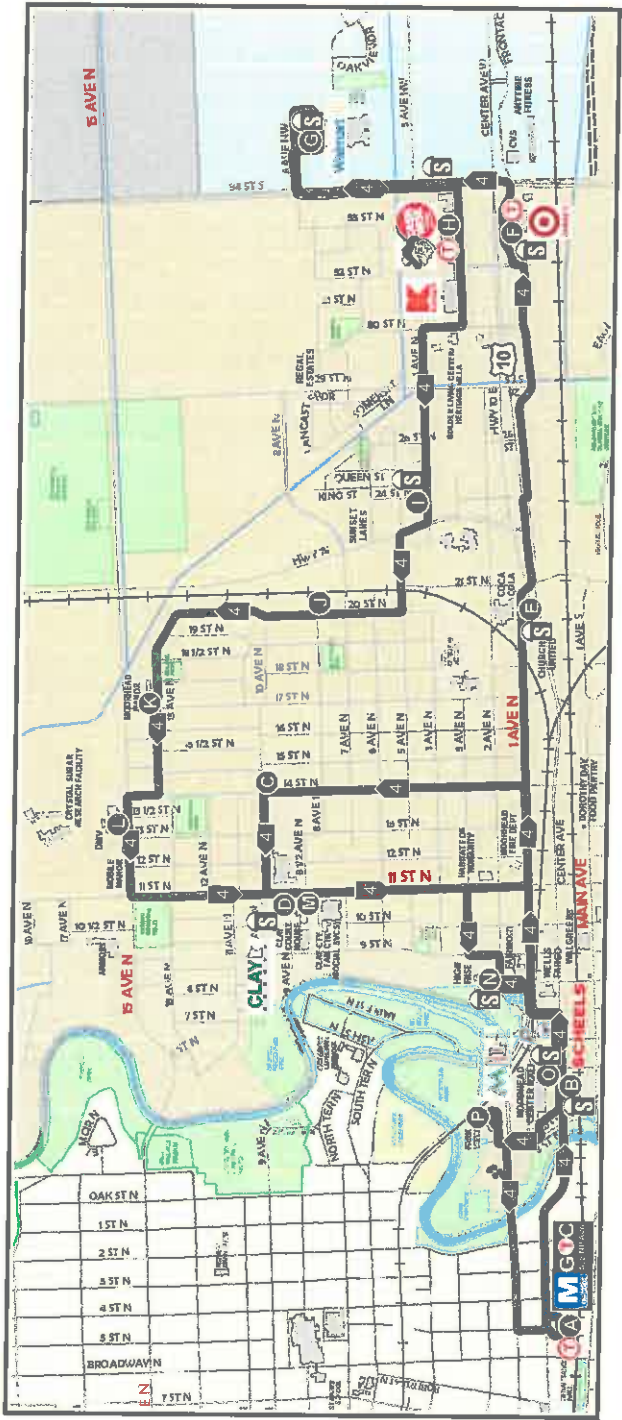
Per the City's policy on fare and routes changes, eliminating Route 7, expanding service hours and frequency of Route 4, and changing Route 5 mileage to exceed 25% of the total route mileage, require a public hearing. A public hearing has been scheduled for Monday, December 12, 2016, at 5:45 p.m. at the Moorhead Council Chambers.

An informational meeting will be held at the GTC on Thursday, December 8, 2016, from 5-6 p.m. to allow the public to review and comment on the changes in advance of the public hearing.

Recommended Motion: Subsequent to a public hearing, recommend to the Moorhead City Council approval of proposed changes to evening service through elimination of Route 7 and expanded hours and frequency on Route 4, and changes to Route 5 to become effective January 2, 2017.

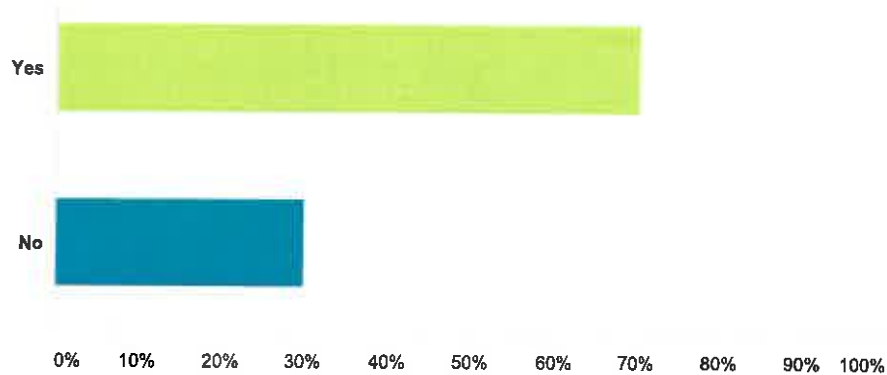


ATTACHMENT B - CURRENT ROUTE 4
(Proposed for continuation into evening)



Q1 Are you aware that Moorhead currently operates at night from 6:45pm to 11:15pm (Route 7 in north Moorhead and Route 8 in south Moorhead)?

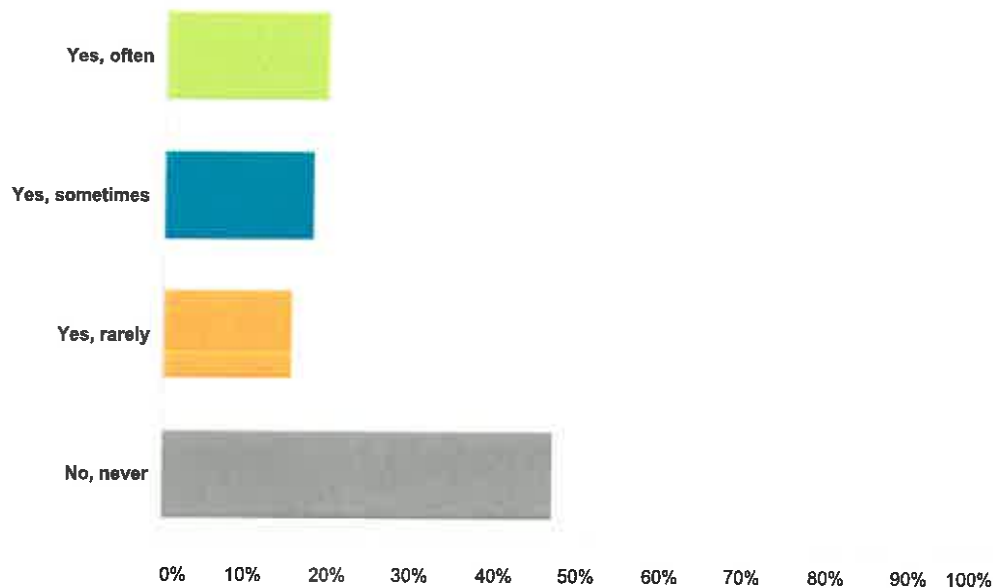
Answered: 117 Skipped: 0



Answer Choices	Responses
Yes	70.09% 82
No	29.91% 35
Total	117

Q2 Do you ride Routes 7 and 8 now?

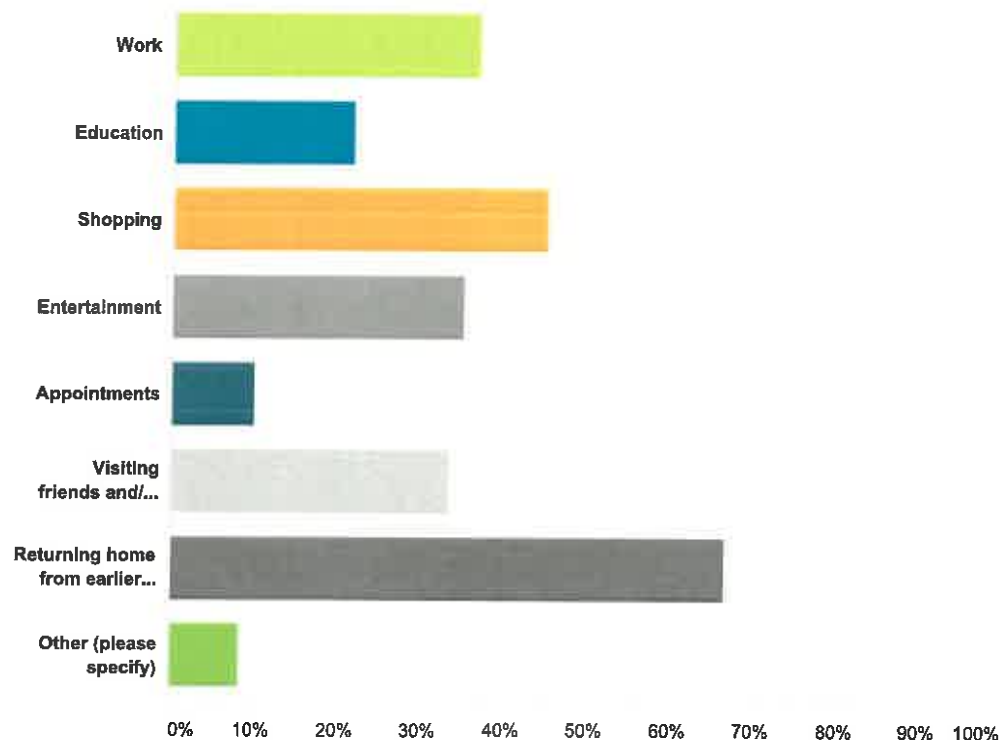
Answered: 117 Skipped: 0



Answer Choices	Responses	
Yes, often	19.66%	23
Yes, sometimes	17.95%	21
Yes, rarely	15.38%	18
No, never	47.01%	55
Total		117

Q3 What types of trips do you take on Routes 7 and 8? Choose all that apply.

Answered: 60 Skipped: 57

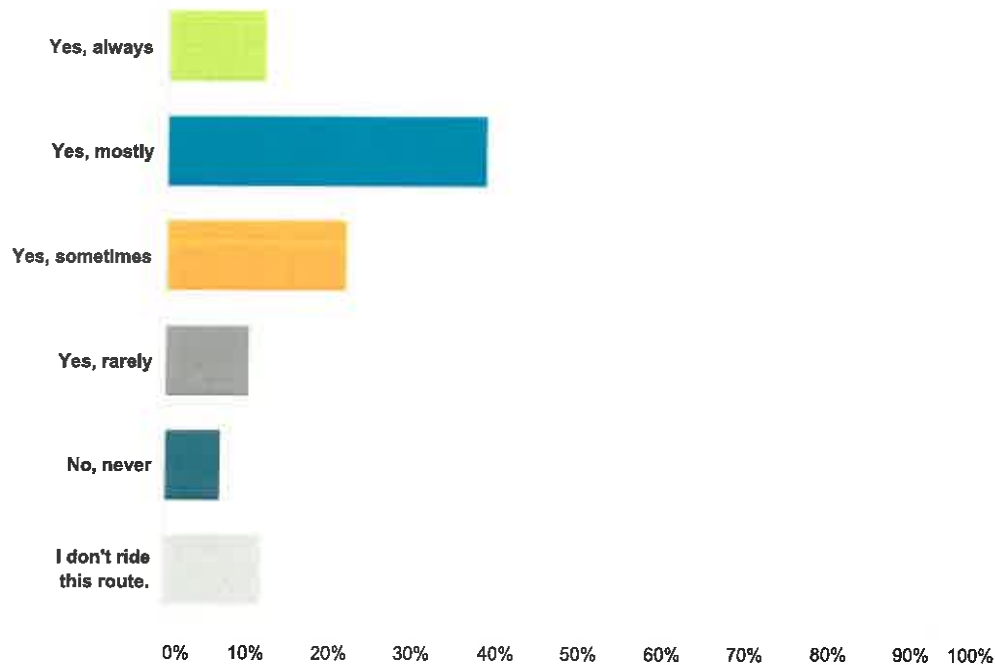


Answer Choices	Responses	
Work	36.67%	22
Education	21.67%	13
Shopping	45.00%	27
Entertainment	35.00%	21
Appointments	10.00%	6
Visiting friends and/or family	33.33%	20
Returning home from earlier activities	66.67%	40
Other (please specify)	8.33%	5
Total Respondents: 60		

#	Other (please specify)	Date
1	volunteering.	9/1/2016 7:05 AM
2	Work	8/30/2016 7:48 PM
3	university	8/30/2016 6:33 PM
4	university	8/30/2016 6:15 PM
5	There is no evening bus service to my ABE school (Globe)	8/30/2016 3:05 PM

Q4 Do you find Route 7 reliable for timing and making transfers?

Answered: 60 Skipped: 57



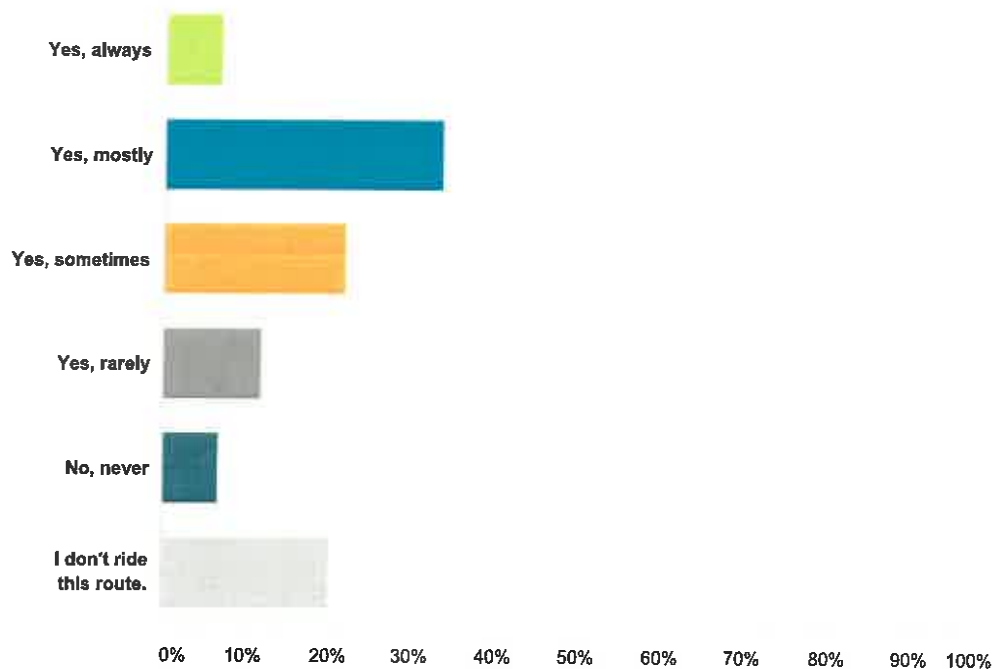
Answer Choices	Responses	
Yes, always	11.67%	7
Yes, mostly	38.33%	23
Yes, sometimes	21.67%	13
Yes, rarely	10.00%	6
No, never	6.67%	4
I don't ride this route.	11.67%	7
Total		60

#	Comments:	Date
1	Would like the route to include Wal-Mart also, that would help a lot of people, who like to work at Wal-mart	9/8/2016 12:58 PM
2	Route is to long and never makes transfers	9/8/2016 12:23 PM

3	It was already sometimes a little unpredictable, but with construction (not your fault!), I can't rely on being able to make transfers, both to AND from 7	9/6/2016 6:41 PM
4	Most of the time busses get me to my destination later than expected. This is no exception.	9/6/2016 9:14 AM
5	Except right now with the bloody construction - have not made a transfer in weeks	9/3/2016 3:20 PM
6	Route 7 is unreliable..... several months ago I rode this route from MSUM campus, hoping to connect with the 15 bus and ride out to my sister's home near 25th Street and 13th avenue. At the railroad crossing (20th Street, Mhd), a train blocked the crossing and we lost about ten minutes time waiting. It was the very last "round" for the evening and the driver called ahead to please hold Bus 15 for me. We finally got to the GTC about 6 or 7 minutes after the final departure schedule for the evening and Bus 15 was gone. I talked to the woman at the desk and she said, "Sorry, we cannot hold buses more than two minutes." And her manner clearly was "final" and she wanted NO discussion!! I thought to myself, "This woman is the TOTAL legalist, she has no clue about discretionary judgment and about trying to be helpful to Matbus riders!" And I ended up walking out to my sister's home. I vowed to never ride Bus 7 again because of the possible delays at the railroad crossing..... and the GTC staff being clueless like this woman.	8/31/2016 1:19 PM
7	Buses don't usually slow down at all bus stops and including day buses	8/31/2016 7:44 AM
8	Cause there is no night bus for Dilworth.	8/30/2016 8:29 PM

Q5 Do you find Route 8 reliable for timing and making transfers?

Answered: 60 Skipped: 57



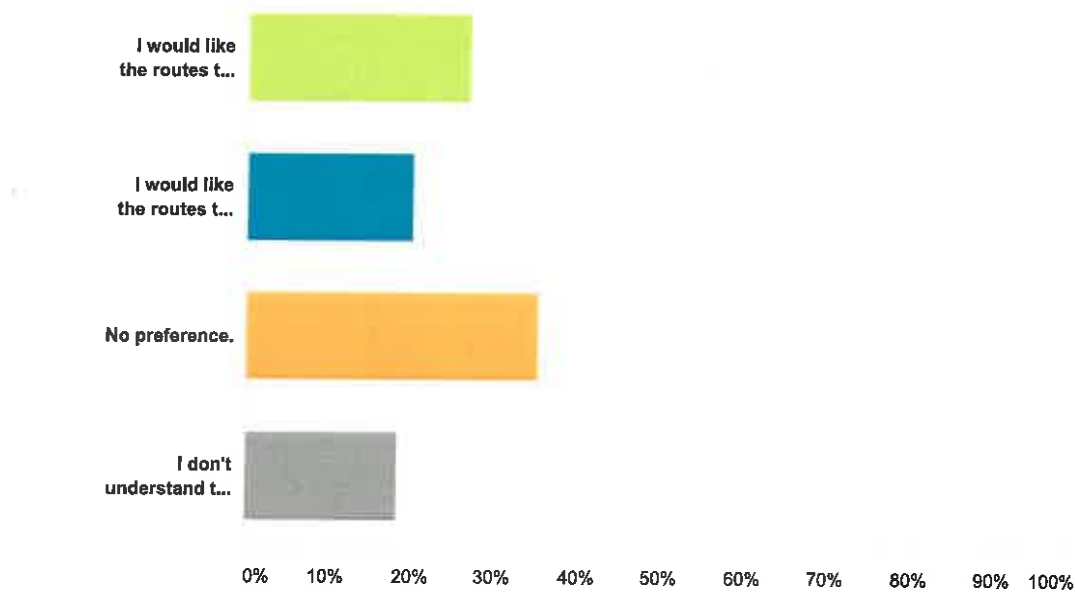
Answer Choices	Responses
Yes, always	6.67% 4
Yes, mostly	33.33% 20
Yes, sometimes	21.67% 13
Yes, rarely	11.67% 7
No, never	6.67% 4

I don't ride this route.	20.00%	12
Total		60

#	Comments:	Date
1	Route is to long and never makes transfers	9/8/2016 12:23 PM
2	I realize there are detours but I've had the bus either drive straight past me or not come entirely. Also, I had a driver ask me which was to go once...	9/7/2016 3:30 AM
3	see above comments for route 8	9/6/2016 6:41 PM
4	Again except now because of construction delays	9/3/2016 3:20 PM
5	I often wait for route 8 after transferring from route 11 in the evenings, however, I am aware that it is due to the construction in South Moorhead.	9/3/2016 2:46 PM
6	With the construction going on, it is hard to catch a transfer at my intended time.	8/31/2016 2:19 PM
7	Construction is making things tough right now.	8/30/2016 10:51 PM
8	The only time I take Route 8 is when trying to get to a movie at the Safari, and I find it very stressful.	8/30/2016 2:57 PM

Q6 Routes 7 and 8 are currently connected, giving passengers a one-seat ride between north and south Moorhead without transfers. Do you like this setup, or would you rather the routes be independent?

Answered: 60 Skipped: 57

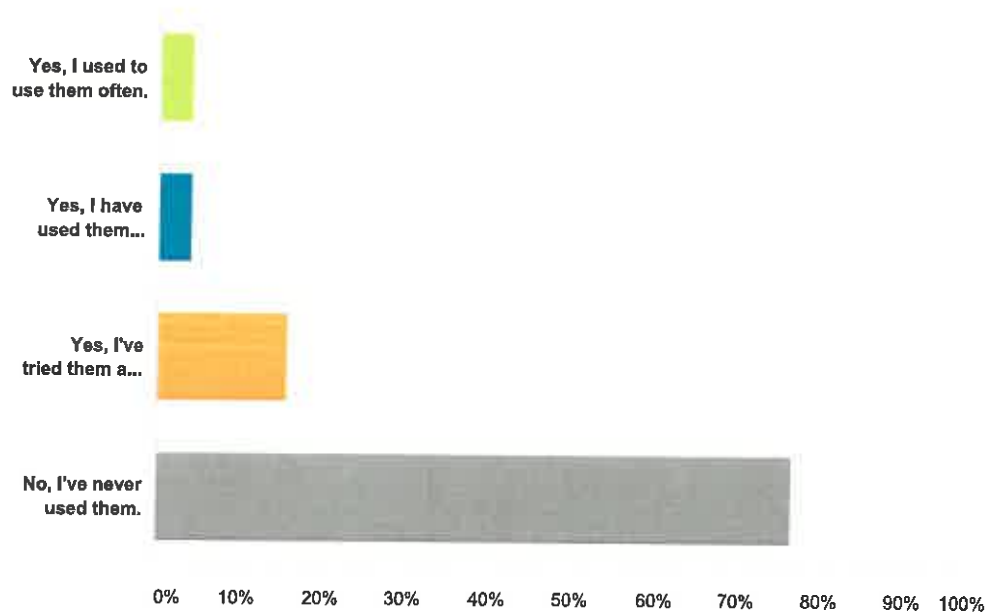


Answer Choices	Responses	
I would like the routes to stay connected.	26.67%	16
I would like the routes to be independent.	20.00%	12
No preference.	35.00%	21

I don't understand the way they're connected.	18.33%	11
Total		60

Q7 Have you ever used Routes 7 and 8 in the past?

Answered: 51 Skipped: 66

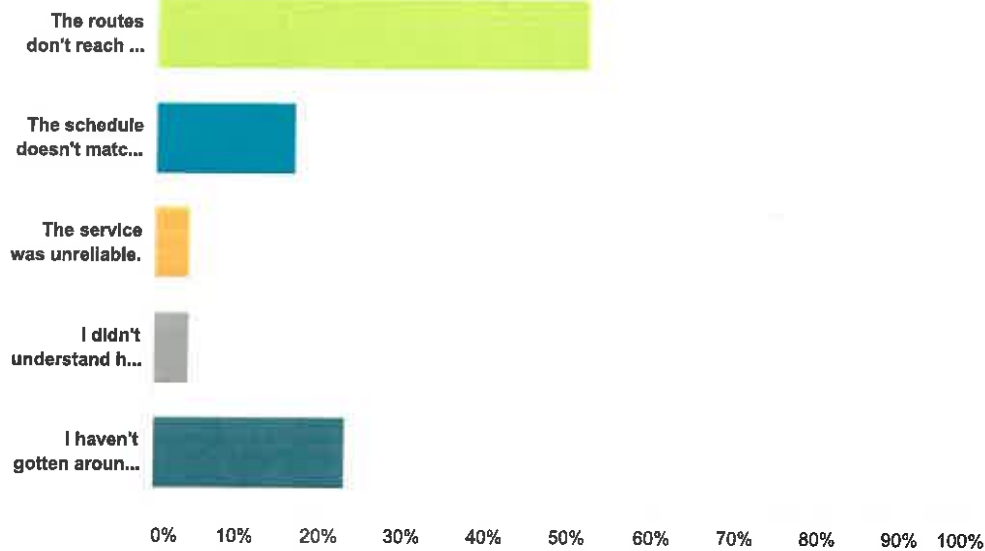


Answer Choices	Responses	
Yes, I used to use them often.	3.92%	2
Yes, I have used them occasionally.	3.92%	2
Yes, I've tried them at least once.	15.69%	8
No, I've never used them.	76.47%	39
Total		51

Q8 Why don't you currently use Routes 7 and 8?

Answered: 48 Skipped: 69

MATBUS Survey for Evening Service in Moorhead



Answer Choices	Responses	
The routes don't reach the areas I want to travel.	52.08%	25
The schedule doesn't match the times I want to travel.	16.67%	8
The service was unreliable.	4.17%	2
I didn't understand how they worked.	4.17%	2
I haven't gotten around to trying them.	22.92%	11
Total		48

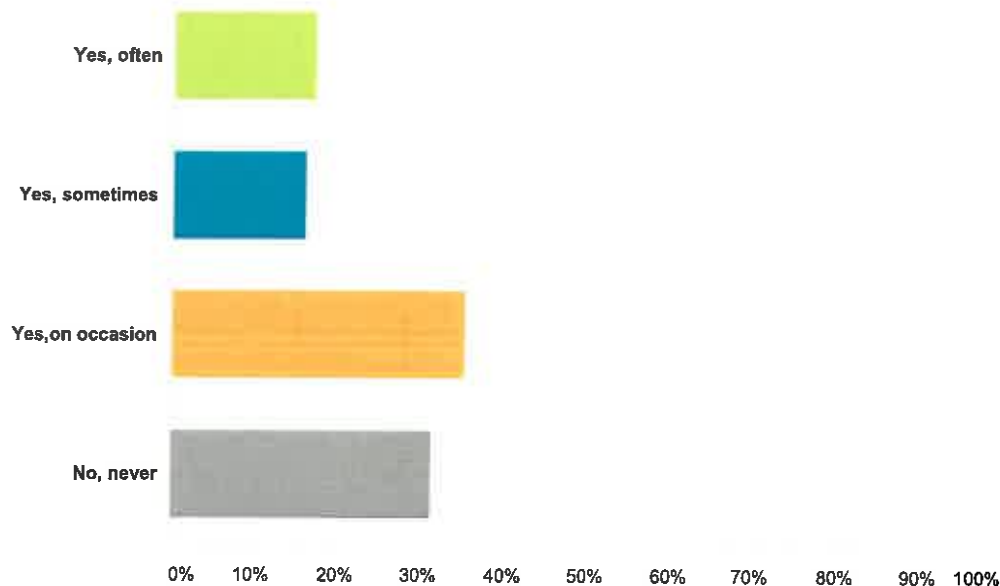
#	Comments:	Date
1	Neither bus comes anywhere near where I live.	9/10/2016 9:04 AM
2	Also checked: The service was unreliable. (from paper copy)	9/7/2016 8:26 AM
3	They are always late; don't go anywhere; no shopping like Target and Walmart on these routes	9/3/2016 11:44 AM
4	I don't like taking the Moorhead buses. I never know if I'm going to make it back home again. I must know where I'm going and where the bus stop is actually before I take it. It's too confusing compare to the Fargo Bus routes.	9/2/2016 7:55 PM
5	I don't live near Moorhead anymore.	9/1/2016 8:48 PM
6	I am getting older, am 60 years old, getting tired of the stress of driving. Am considering starting to take Matbus. Haven't gotten my feet wet, yet, so to speak. At the moment, the nearest bus stop is 4 blocks away. Guess I can walk the distance in the summer if I wish to try the bus. Not sure I want to walk that distance in the winter.	9/1/2016 9:47 AM
7	I haven't had a need to go into Moorhead by bus for a long time. I do appreciate that the service is there although I'm surprised it runs until 11:15 p.m. I think it's great that you offer the service so late.	8/31/2016 11:08 PM
8	It was really difficult to justify taking a 2-3 hour trip to Walmart or Target when it could be done quicker via alternate means.	8/31/2016 1:37 PM
9	I live in Fargo and only use the bus during daytime hours.	8/30/2016 8:22 PM

MATBUS Survey for Evening Service in Moorhead

10	As a supporter (or at least I try to be if buses would come near me at convenient times) of public transport and a Fargo resident that's been living near Veterans Blvd for a year now I'm so sick of hearing how Moorhead gets all the accommodating bus services: service on Sundays, later routes etc. Fargo hardly gets any improvements at all. I know Moorhead is technically in a different state so the funding and regulations are probably different but trying to catch a bus where I moved to for better housing and work is hell. Because 23 only comes to my location once an hour & due to how transfers work to other lines I have to leave my home at least 2 hours ahead of schedule just to make sure I get anywhere on time. That includes the rushed, stressful, super long walk to the ONLY bus stop in the area on Veterans navigating sidewalk construction and beating sun and wind... I shudder to think what this winter will be like. I probably won't even bother buying bus passes because I'll freeze to death walking and waiting for the once an hour bus in the middle of nowhere. They say a bus stop will come to Sanford nearby when it opens but that's just as far away. Hopefully MAT bus makes greater effort to actually pay some attention to rapidly-growing Fargo. Many of us come from or temporarily lived in larger cities in the USA and the world & would like to keep using public transportation if it could meet our needs here. Right now it doesn't in south and west Fargo.	8/30/2016 5:54 PM
11	I use other routes but don't go into Moorhead that often.	8/30/2016 4:43 PM
12	I don't go that way often.	8/30/2016 4:09 PM
13	always running late; don't serve shopping areas like Target and Walmart	8/30/2016 3:47 PM
14	I only refer client's to take the bus. I do not personally need to use the bus system.	8/30/2016 3:06 PM
15	The only possible answers provided could lead to misleading results. My real answer is: I don't need to go where routes 7 and 8 travel.	8/30/2016 3:06 PM
16	The bus services is great only some drivers don't stop or keep going and you report it but they don't do anything about it so what's the point	8/30/2016 2:54 PM

Q9 Would you take Routes 6 (Dilworth) and 9 (southeast Moorhead) in the evening if service were available?

Answered: 99 Skipped: 18

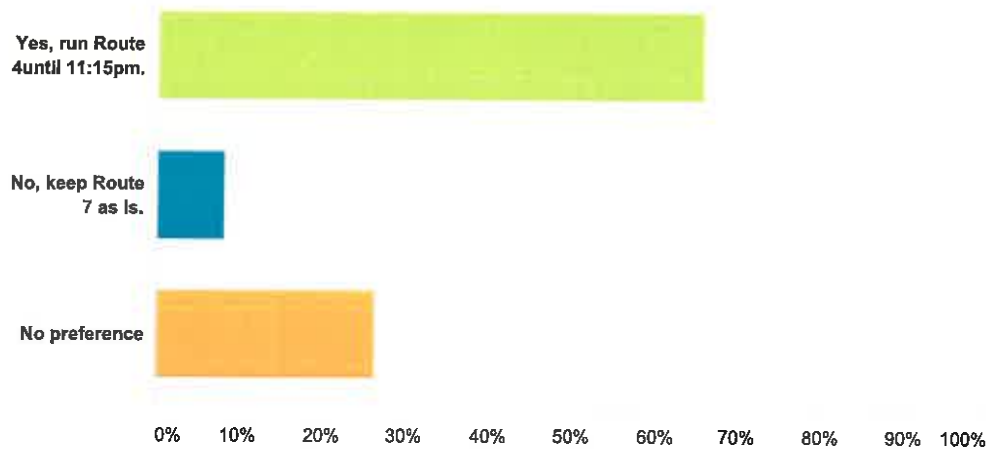


Answer Choices	Responses	
Yes, often	17.17%	17
Yes, sometimes	16.16%	16

Yes, on occasion	35.35%	35
No, never	31.31%	31
Total		99

Q10 Option 1: Expanding North Moorhead Service
Replace Route 7 service by running Route 4 until 11:15pm. Route 4 would run every 30 minutes at night, as it does in the daytime.
Effect: This would cover a larger area of north Moorhead at night and extend out to the Dilworth Walmart.
Would you be in favor of this change?

Answered: 99 Skipped: 18



Answer Choices	Responses	
Yes, run Route 4 until 11:15pm.	65.66%	65
No, keep Route 7 as is.	8.08%	8
No preference	26.26%	26
Total		99

#	Comments:	Date
1	Also run route 7	9/10/2016 7:13 PM
2	Great idea! Needed! It would be a nightly shopping bus.	9/7/2016 8:29 AM
3	Not being able to go to Walmart in the evening is ridiculous and frustrating! This seems like a no-brainer to me- please extend the hours of service for route 4!!	9/6/2016 6:45 PM
4	I've been hoping there'd be a later run to Walmart	9/4/2016 10:00 AM
5	FANTASTIC IDEA Moorhead doesn't have a "shopping" bus at night; running #4 would be a welcome addition and cover more area	9/3/2016 11:47 AM

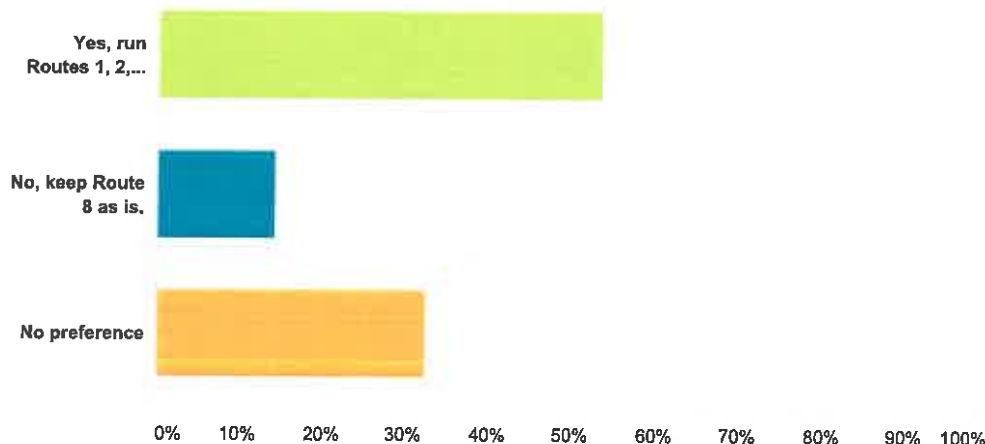
MATBUS Survey for Evening Service in Moorhead

SurveyMonkey

6	Just make riding the Moorhead buses easier and dependable.	9/2/2016 7:57 PM
7	I live in North Moorhead. If I start to ride Matbus, and it's not clear whether I will yet because I haven't tried Matbus yet, and don't know enough about it, any service increase in North Moorhead would be welcome. I live in the Bridge Point addition (7th St, near 11th Ave). Nearest bus stop is 11th St, 11th Ave, i believe (I could be wrong)	9/1/2016 9:52 AM
8	Yes!! Keep #4 running till 11:15pm it goes farther north!	8/31/2016 6:32 PM
9	YES, YES, YES!!!! I live in North Moorhead and use Route 4 DAILY and wpuld LOVE to see it expanded!!! It severely limits my ability to work as I rely on public transport to get to and from work!!!! This time addition would be GREAT for a LOT of residents up here!!! Please PLEASE consider this change!	8/31/2016 6:09 PM
10	Well atleast then I could call my boyfriend to pick me up at Dilworth Walmart. Would add flexibility to work schedule.	8/30/2016 8:38 PM
11	It doesn't really matter and I stopped caring after I stopped going to MSUM no matter how buses met up at the Marriott in winter someone always missed their bus transfer so was always running late. My friend's bus didn't get to the transfer point in time so her transferring bus left w/o her and she was over an hour late to work and almost fired because of it.	8/30/2016 6:06 PM
12	Since I use Route 4 to get to Walmart, I would probably use this bud evenings.	8/30/2016 4:46 PM
13	WONDERFUL IDEA!! This makes a "shopping bus" at night that doesn't exist now. Badly needed!	8/30/2016 3:50 PM
14	I need a bus to Globe between 5:30-8:30 pm.	8/30/2016 3:12 PM
15	How about a route for a bus to go up and back in 25 th Street in South fargo	8/30/2016 2:57 PM
16	Would I be able to transfer to a Fargo route to get home from Moorhead?	8/30/2016 2:56 PM

Q11 Option 2: Expanding South Moorhead Service
Replace Route 8 service by running Routes 1, 2, 3 and 5 until 11:15pm. After 6:45pm, Routes 1, 2, 3 and 5 would run with hourly frequency, which is similar to how most routes operate in Fargo. Currently, Route 8 arrives every 30 minutes. Effect: This would expand the area that receives bus service, allowing it to reach more people, but the bus would arrive at each stop less frequently. Would you be in favor of this change?

Answered: 99 Skipped: 18



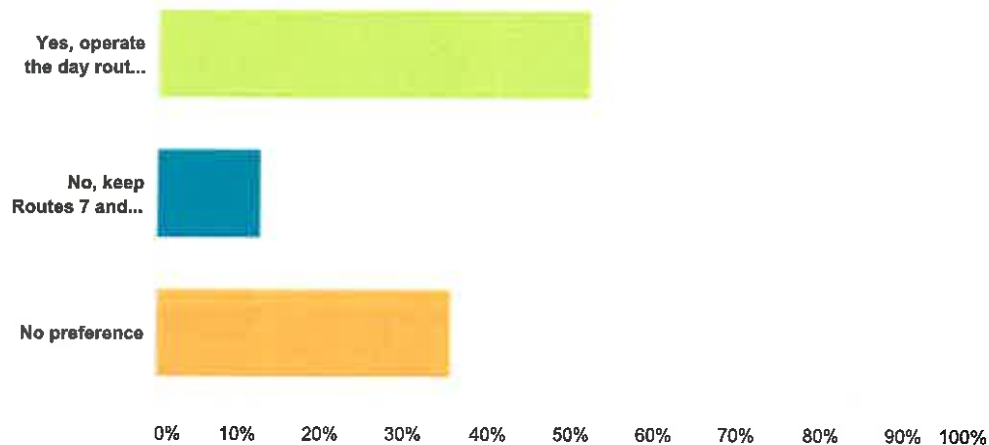
Answer Choices		Responses	
Yes, run Routes 1, 2, 3 and 5 hourly 6:45 - 11:15pm.		53.54%	53
No, keep Route 8 as is.		14.14%	14
No preference		32.32%	32
Total			99

#	Comments:	Date
1	Needed - 7 and 8 do nothing!	9/7/2016 8:29 AM
2	I live around Marriott. I would like a night bus that goes there downtown Moorhead and msum	9/6/2016 9:25 AM
3	a much better option than exists now	9/3/2016 11:47 AM
4	I rarely have a reason to go on 8 so I'm not sure what would be best.	9/1/2016 7:20 AM
5	As a student at MSUM, this would be extremely beneficial to my schedule and it also would be easier to understand/remember.	8/31/2016 2:23 PM
6	Replacing/revising the service of Route 7 would likely be more beneficial to more people than doing the proposed changes to Route 8	8/31/2016 1:25 PM
7	Right now I have to walk from 19 1/2 st S and 12th Ave all the way to 34th st S	8/30/2016 10:57 PM
8	Don't live in that area.	8/30/2016 8:38 PM
9	Having to catch a once-an-hour bus is pure stressful hell. If something happens to you to make you late you can't count on another one coming or have to leave waaay ahead of schedule if possible to make sure you get where you're going on time. I deal with it on route 23 and wouldn't wish it on anyone.	8/30/2016 6:06 PM
10	I live near Safari theater and go to night school at Globe. I don't know if this will help me.	8/30/2016 3:12 PM
11	Route for 25 TB Street in South fargo	8/30/2016 2:57 PM
12	Due to construction issues and lack of dependability I have a hard time envisioning how this will impact me on a daily basis	8/30/2016 2:56 PM

Q12 Option 3: Matching Daytime Coverage
Replace Route 7 and Route 8 service by operating the core day routes (1, 2, 3, 4 and 5) during evening hours. Route 4 would keep its 30-minute frequency, but Routes 1, 2, 3 and 5 would reduce to hourly service. They are currently at 30-minute service.
Effect: Larger areas of the city would be covered in the evening, allowing access to more places during evening hours. All route paths would also stay the same from daytime into evening service. However, the bus would arrive at each stop hourly after 6:45pm.
Would you be in favor of this change?

Answered: 96 Skipped: 21

MATBUS Survey for Evening Service in Moorhead



Answer Choices	Responses
Yes, operate the day routes hourly 6:45 -11:15pm.	52.08% 50
No, keep Routes 7 and 8 as they are.	12.50% 12
No preference	35.42% 34
Total	96

#	Comments:	Date
1	But would be better if it will run every 30 minutes even after 7pm	9/10/2016 7:13 PM
2	I believe they should stay the same as they are now during the day.	9/8/2016 1:05 PM
3	Best choice - needed!	9/7/2016 8:29 AM
4	I think it's odd and confusing having different evening routes than daytime routes, so I'd say keep the day routes all day, however reducing to hourly service isn't a great trade off, so I am stuck in the middle on this one.	9/6/2016 6:45 PM
5	see my above comments	9/1/2016 9:52 AM
6	I use the sat bus a lot more now that it is on the half hour.	9/1/2016 7:20 AM
7	definitely don't like this option, I currently ride routes 3 and 1 most often, and reducing them from 30 minute to hourly service would be a huge inconvenience for me	8/31/2016 12:00 AM
8	I like the 30 min routes. But don't ride south Moorhead at night.	8/30/2016 8:38 PM
9	I enjoy having the route 4 be extended hours as I had forgotten a few times of the last drop offs at Walmart and ended up needing to walk back by MSUM for a bus or taken a local cab from Walmart to get me back to downtown.	8/30/2016 6:41 PM
10	Gives better and MORE coverage—more "public" directed service	8/30/2016 3:50 PM
11	Why not route 9, too?	8/30/2016 3:12 PM
12	I am confused by what this means and how it will impact inter-connectivity with other routes	8/30/2016 2:56 PM
13	Would like to have both options	8/30/2016 2:55 PM

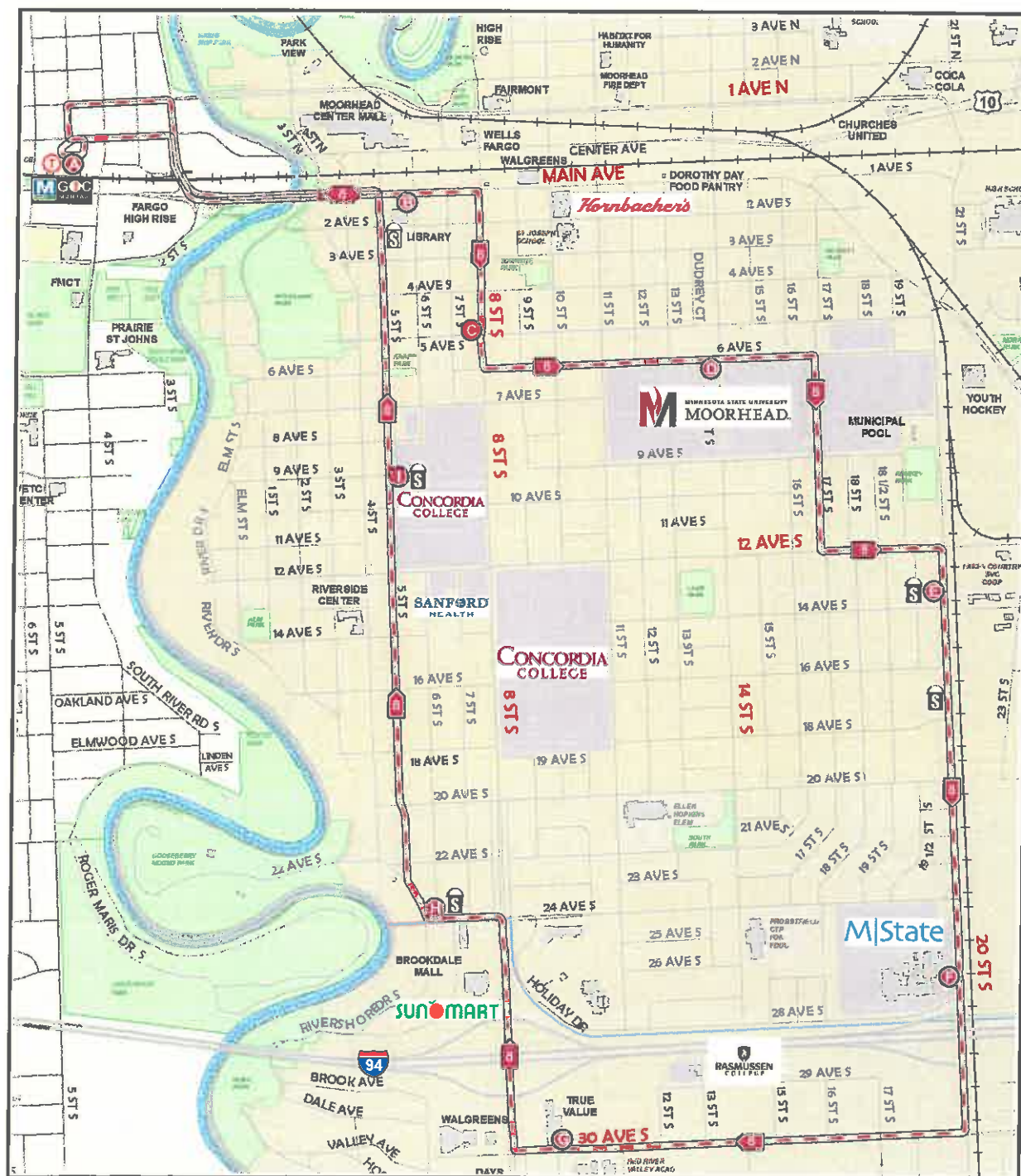
Q13 Please enter any final comments about Moorhead's evening service here.

Answered: 36 Skipped: 81

#	Responses	Date
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1	Needs to run 1/2 to 1 hour later.	9/12/2016 2:34 AM
2	It is best if route 2 will run every 30 minutes even after 7 pm.	9/10/2016 7:13 PM
3	Once night service begins, I am completely cut off from any MATBUS coverage. Many times I would like to take the bus to get downtown or go to a friends, but would have no way to get back without walking 2+ miles through what is considered the most dangerous part of Moorhead. I would like to see route 9 continue service, at least a little later. Perhaps, (if it doesn't interline for Dilworth at night) it could reach areas further into the industrial park or further south of I94 and bring the bus to the Marriott Transfer Center. Also, the 2016-2020 has the option of Fargo running a late night service Thursday-Saturday. I would like to see Moorhead implement something similar as well, or at least keep routes 1 and 2 running that late. Even though it would still be a long walk for me, it would be safer and cheaper than trying to take a taxi from downtown to the edge of Moorhead. If funding were available, you could possibly also create a new (hourly?) night route which would cover more of east Moorhead originating and terminating from the Marriott Transfer center.	9/10/2016 9:26 AM
4	have bus services on Sundays, improve frequency of bus to 15/20 minutes instead of 30 minutes.	9/9/2016 11:00 AM
5	There needs to be reliable service. I have to wait for hours sometimes because buses were running late or did not dispatch from GTC. If you all could just provide in time service that would be great	9/9/2016 10:21 AM
6	I like the evening service it should be longer. And should offer Sunday service also	9/8/2016 1:05 PM
7	right now too limited - no shopping bus to East 10 and Walmart and Target!	9/7/2016 8:29 AM
8	Bus service has improved GREATLY since I moved here 7 years ago, however it still leaves much to be desired. Thanks for the opportunity to give feedback!	9/6/2016 6:45 PM
9	I prefer the day routes as they get to all the places needed. Even if it's hourly better, it is than the night routes for me.	9/6/2016 9:25 AM
10	I wish it went longer than 11:15, but that's just because one time I missed the last bus going to MSUM from the GTC and had to walk from downtown Fargo to Campus and didn't get to my dorm until 12:30 at night.	9/6/2016 9:19 AM
11	I would love to have more an evening buses 4 North and South Moorhead	9/4/2016 6:00 PM
12	Ideally, #5 would be as frequent as possible.	9/3/2016 5:07 PM
13	What evening service--7 & 8 do NOTHING but run late and cover nothing. Need a nightly shopping bus--which running Route 4 would provide	9/3/2016 11:47 AM
14	When are you going to talk about expanding Fargo/WF evening service and the industrial park?	9/3/2016 7:38 AM
15	Going at least an hour later would be great too. I'd rather have some later service than more service during the hours you already run.	9/1/2016 12:11 PM
16	see my above comments	9/1/2016 9:52 AM
17	The extra hour in the evening has been huge for using the bus for entertainment transportation.	9/1/2016 7:20 AM
18	Thank you for the great service to the students of MSUM so far, and we hope a good decision is made with our feedback. love the staff and the service.	9/1/2016 12:12 AM
19	Moorhead evening service needs a lot of improvement. Please implement these changes.	8/31/2016 8:31 PM
20	It would be beneficial for you to think about having route 2 operate during the evening for the students that live on campus.	8/31/2016 2:23 PM
21	I am an MSUM student..... the Route 8 evening service is quite adequate to help me for travel at night.	8/31/2016 1:25 PM
22	Sunday service would be a great benefit.	8/31/2016 11:40 AM
23	Need bus service on Sunday's to go to work and to church since many people don't have cars	8/31/2016 7:50 AM
24	Part of the reason that I don't use MATbus now is the curfew it puts on riders. I live in Moorhead. I want to be able to go out at night to Fargo and be able to get back. Hourly service after 6:45 isn't great though. Any way to keep half hourly service at night?	8/30/2016 9:11 PM
25	Would be nice to know how many Dilworth people would benefit from the night route. Especially during the winter months.	8/30/2016 8:38 PM
26	excuse me please you take a new bus route for southeast Moorhead like village green area	8/30/2016 6:37 PM
27	Why does Moorhead get Sunday service but Fargo gets none? Between no Sunday bus service and blue laws they must think Fargo is still a tiny little frontier town and people don't have proper jobs or lives. Ridiculous.	8/30/2016 6:06 PM
28	Run the 123456789 from 6:15 to 11:15 all day long.	8/30/2016 5:23 PM

29	I could use Moorhead service only if worked well with transfers to the Fargo routes. that includes running the Cash Wise bus every half hour	8/30/2016 4:46 PM
30	I don't travel into Moorhead very often but as a regular rider of Fargo route 15, I like the frequency. Wait times that are too lengthy are hard to deal with.	8/30/2016 4:11 PM
31	wholeheartedly support running Route 4 30 minutes till 11:15 p.m. Very much needed! GRRREAAAT idea!	8/30/2016 3:50 PM
32	Sunday service!!	8/30/2016 3:12 PM
33	I want to ride the bus to Globe, but it is dangerous to cross so many lanes of traffic when the cars are going very fast.	8/30/2016 3:12 PM
34	When will you add Sun. service? This was a high priority when you previously surveyed the public about the plan, but it sounds like that still isn't going to happen. If not now, when...?	8/30/2016 2:56 PM
35	In order to provide more meaningful responses more detail is needed. The limited information available leaves me in doubt over whether or not this is a workable solution or not.	8/30/2016 2:56 PM
36	Would like a better evening and weekend service at Fargo	8/30/2016 2:55 PM



Proposed Sunday & Night Routes

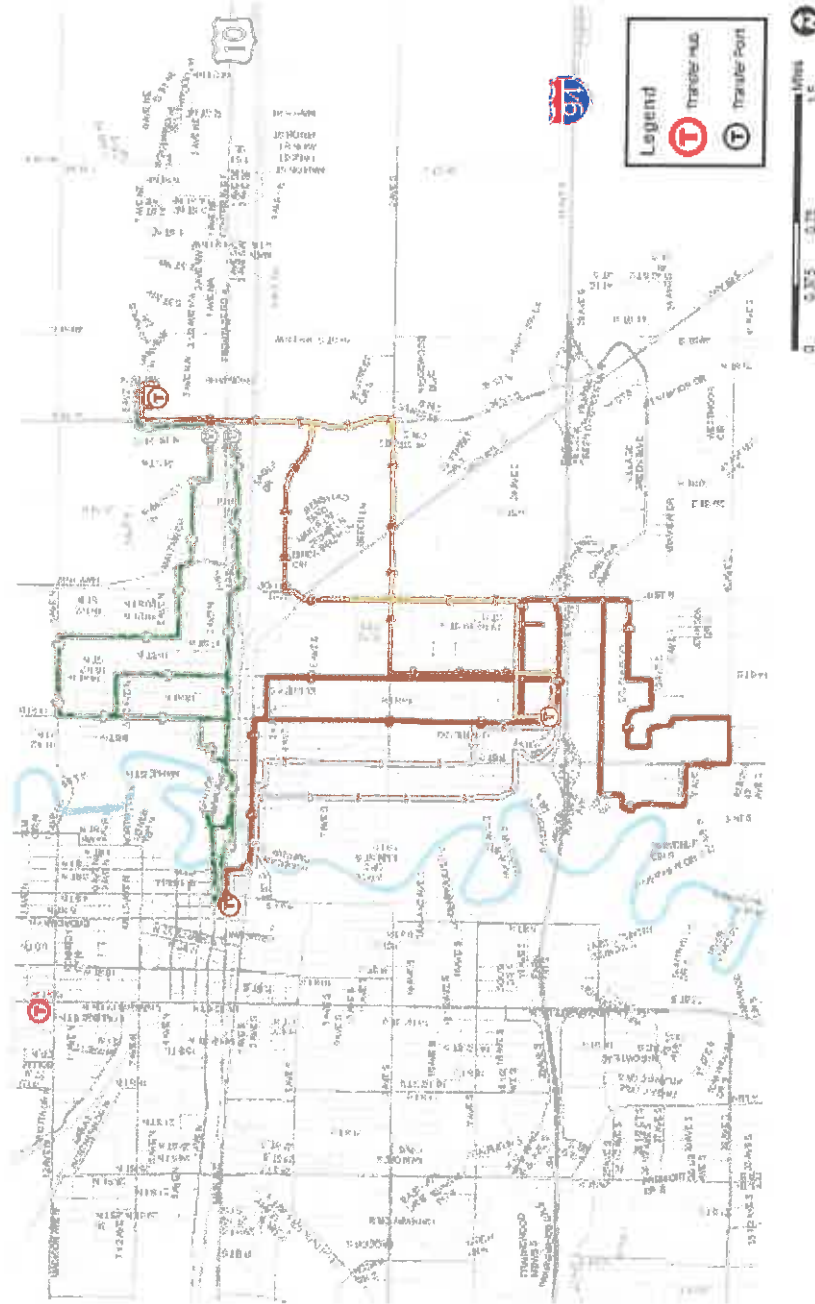
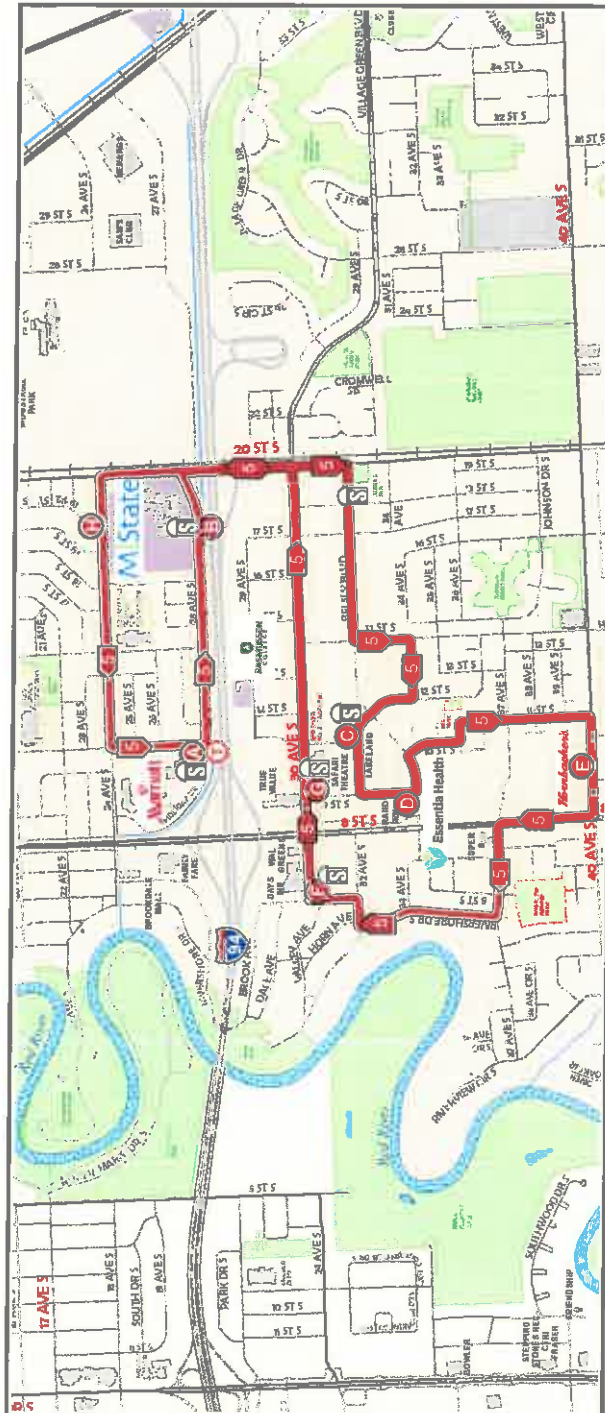


Figure 1: Moorhead Night and/or Sunday Route Concept





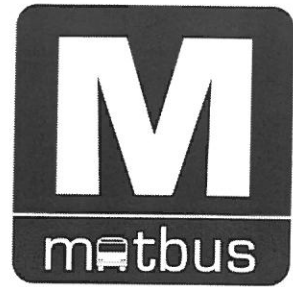
Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager *LVB*

Date: November 17, 2016

RE: *State of Minnesota Capital Grant for 2017*



Existing Fleet:

Moorhead's current transit fleet consists of the following vehicles:

- 11 Fixed Route Buses (12-15 year life or 500,000 miles)
- 4 Paratransit Mini-buses (5 year life or 150,000 miles)
- 4 Senior Ride Mini-vans (4 year life or 100,000 miles)

Moorhead's fixed route fleet of 11 large buses includes five 2003-2005 Orion buses, which were/are due for replacement in 2015-2017. In January 2017, Moorhead will receive delivery of two new replacement buses, leaving three buses yet to be replaced.

Grant Funding:

The State of Minnesota has approved funding for three large transit bus to be ordered in 2017 for delivery in 2018. The estimated cost is \$482,000 per bus for a total of \$1,446,000 of which 80% or \$1,156,800 will be Federally funded and 20% or \$289,200 would be locally funded through 2018 Capital Improvement Funds.

Recommended Motion: To recommend to the Moorhead City Council approval of the contract with the State of Minnesota for capital funding in 2017 and local match funds from the 2018 CI Fund.

Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager *LVB*

Date: November 17, 2016

RE: *Dilworth Transit Service 2017 Contract*



Beginning in January 2014, the City of Moorhead began operations of MATBUS Fixed Route service in the city of Dilworth. Dilworth is interested in continuing this service in 2017, in addition to continuing the complementary services of Metro Senior Ride and MAT Paratransit for persons with disabilities. The City of Moorhead's grant applications to the State of Minnesota again included these operating costs and funding was approved by MN/DOT. The attached draft agreement provides for Dilworth reimbursement of costs for the continuance of the fixed route and also reflects Dilworth's share of costs for complementary service to persons with disabilities and senior citizens through support of MAT Paratransit and Metro Senior Ride.

Recommended Motion: Recommend to the Moorhead City Council approval a contract with the City of Dilworth to specify the terms and conditions by which the City of Dilworth will remit funds to the City of Moorhead for the provision of MATBUS Fixed Route, MAT Paratransit and Metro Senior Ride services during calendar year 2017.

Attachment 5

OPERATIONAL CONTRACT BETWEEN THE CITY OF MOORHEAD AND THE CITY OF DILWORTH FOR TRANSIT SERVICES

This Contract between the City of Moorhead, a municipal corporation of the State of Minnesota, hereinafter referred to as MOORHEAD, and the City of Dilworth, a municipal corporation of the State of Minnesota, hereinafter referred to as DILWORTH, specifies the procedures, conditions and agreements between the parties for the operation of a transit system within the City of Dilworth, Minnesota.

The parties hereby set forth that the procedures, conditions and agreements contained within this Contract are for a term of one (1) year, commencing **January 1, 2017 and continuing until December 31, 2017** unless earlier terminated by either party upon thirty (30) days written notice to the other prior to termination.

Further, it is understood that the validity of this Contract between MOORHEAD and DILWORTH is contingent upon the receipt by MOORHEAD of maximum State assistance in funding the operating deficit of the transit system during the time period specified. It is further understood that any reduction or loss of State financial assistance in funding the operating deficit of the transit system is sufficient justification for MOORHEAD, upon thirty (30) days written notification to DILWORTH, to terminate this contract.

WHEREAS, DILWORTH perceives a definite need for continued daily bus service for residents of the community, and since the parties to this agreement agree daily bus service in the City of Dilworth will be beneficial; and

WHEREAS, MATBUS Fixed Route Service cannot be provided without an equivalent level of paratransit service;

WHEREAS, Metro Senior Ride Service is provided to the City of Dilworth through a Joint Powers Agreement;

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, MOORHEAD and DILWORTH agree as follows:

A. MATBUS FIXED ROUTE BUS SERVICE

1. MOORHEAD agrees to provide daily MATBUS fixed route bus service at the agreed upon rate of \$64.56 per bus hour for approximately 1,816 hours, according to the schedule set forth as Exhibit "A" attached hereto and made a part hereof by reference.
2. DILWORTH agrees that it will be responsible for a maximum monetary contribution to support MATBUS fixed route bus service as set forth in Exhibit "A."

B. MAT PARATRANSIT SERVICE

1. MOORHEAD agrees to provide paratransit service for persons with disabilities who are ADA Paratransit Eligible and reside in the City of Dilworth through their contract with the City of Fargo, North Dakota. MAT Paratransit hours of service are set forth

Attachment 5

in Exhibit "A" attached hereto and made a part hereof by reference.

2. DILWORTH agrees that it will be responsible for a maximum monetary contribution to support MAT Paratransit service for Dilworth residents and visitors as set forth in Exhibit "A."

C. METRO SENIOR RIDE SERVICE

1. MOORHEAD agrees to provide service to senior citizens age 60 and older who reside in the City of Dilworth through the current Joint Powers Agreement between MOORHEAD, DILWORTH and Valley Senior Services.
2. DILWORTH agrees that it will be responsible for a maximum monetary contribution to support Metro Senior Ride service for Dilworth residents and visitors with any resulting profit to be applied toward MAT Paratransit service costs as set forth in Exhibit "A."

D. OTHER

1. Fares will be charged to all passengers utilizing the transit service in accordance with the fare structure established by MOORHEAD for MATBUS Fixed Route, MAT Paratransit services and Metro Senior Ride services.
2. MOORHEAD accepts administrative responsibility for implementation of the transit program which is the subject of this agreement; DILWORTH agrees to cooperate in the development and distribution of marketing information, advertising and other service implementation functions.
3. The Director of Community Services and the Transit Manager for the City of Moorhead, and the contracted operator(s) are directly responsible for day to day management and operations of the transit program.
4. All filings and reporting responsibility to the Minnesota Department of Transportation shall be the responsibility of the contracting operator(s) and MOORHEAD.
5. All payments made to MOORHEAD shall be made subsequent to the end of each month the service is actually rendered and in accordance with MOORHEAD billing procedures. Payment shall be made upon submission by MOORHEAD to DILWORTH of a billing detailing operating statistics, for the monthly period.

Attachment 5

- .6. Liability insurance coverage for the operation of the Transit Services shall be the responsibility of MOORHEAD and/or the contracted operator(s). MOORHEAD shall upon request obtain and present to DILWORTH a copy of its liability insurance policy.

DATED this _____ day of _____, 2016.

CITY OF MOORHEAD

By: _____
Del Rae Williams, Mayor

ATTEST:

David Schmidt, Interim City Manager

CITY OF DILWORTH

By: _____
Chad Olson, Mayor

ATTEST:

Exhibit "A"

CITY OF DILWORTH TRANSIT SERVICE

Project Period: January 1, 2017 - December 31, 2017

SCOPE OF SERVICE**MATBUS Service - January 1, 2017:***Operation of Dilworth MATBUS Fixed Route (Full Service on Route 6, Interlined with Moorhead Route 9 for hourly frequency)*

6:40 am to 6:10 pm Monday through Friday

7:40 am to 6:10 pm Saturday

No service Sundays or Major Holidays

Operation of Paratransit Service:

Hours shall be equivalent to those of MATBUS fixed route service in Moorhead, including the night buses

6:15 am to 11:15 pm Monday through Friday

7:15 am to 11:15 pm Saturday

No service Sundays or Major Holidays

Metro Senior Ride Service (Per Joint Powers Agreement):

7:40 am to 4:30 pm Monday through Friday

No service Saturdays, Sundays or Major Holidays

STATEMENT OF REVENUE AND EXPENSE**A. Fixed Route Operations**

Number of weekdays	255.0
Hours per day	<u>6.0</u>
Total Weekday hours	1,530.0

Number of Saturdays	52.0
Hours per day	<u>5.5</u>
Total Saturday hours	286.0

TOTAL HOURS	1,816.00
Cost per hour	<u>\$64.56</u>
Total Cost	\$117,241

Funding Allocation	
Dilworth (20%)	\$23,448
MN/DOT (80%)	\$93,793
TOTAL	\$117,241

Dilworth Share of Cost	\$23,448
Less Estimated Farebox Revenue	\$5,670
10,500 riders @ \$0.54	
Net Cost to Dilworth	\$17,778

Attachment 5

*Dilworth net cost depends on ridership and revenue collected from passenger fares; therefore, the cost could range from:

\$17,778 to \$23,448

B. MAT Paratransit & Metro Senior Ride Operations

Per the City of Moorhead's contract with the City of Fargo for MAT Paratransit service and the Joint Powers Agreement with Valley Senior Services for Metro Senior Ride, *actual* operating costs are split based upon percent of total ridership. Moorhead's cost per ride will be applied to rides provided to Dilworth residents. Therefore, the maximum contribution by the City of Dilworth is dependent on the number of rides given to Dilworth residents. The *estimated* cost and ridership is computed as follows:

	MAT Paratransit	Metro Senior Ride	Total
2017 Budgeted Expense	\$312,070	\$121,840	\$433,910
Federal Grant Funding	\$0	\$0	\$0
State of Minnesota Grant Funding	\$265,260	\$103,564	\$368,824
Total Grant Funding	\$265,260	\$103,564	\$368,824
Local Share	\$46,811	\$18,276	\$65,087
2017 Budgeted Farebox Revenue	\$27,000	\$30,000	\$57,000
Exterior Advertising Revenue	\$0	\$0	\$0
Net Local Share	\$19,811	(\$11,724)	\$8,087
Estimated Total Ridership (Dilworth & Moorhead)	10,000	10,000	20,000
Net Cost Per Ride	\$1.98	(\$1.17)	\$0.40
Estimated Dilworth Ridership	1,300	1,200	2,500
ESTIMATED DILWORTH COST	\$2,575	(\$1,407)	\$1,168

D. Total ESTIMATED City of Dilworth Support

*MATBUS Fixed Route Operations: Maximum of	\$23,448	\$17,778
MAT Paratransit & Senior Ride Operations		\$1,168
TOTAL		\$18,947

Memorandum

To: MAT Coordinating Board
From: Julie Bommelman, Fargo Transit Director
Date: November 17, 2016
RE: *State of North Dakota 5339 Capital Grant for 2017*



Existing Fleet:

Fargo's current transit fleet consists of the following vehicles:

- 29 Fixed Route Buses (12-15 year life or 500,000 miles)
- 11 Paratransit Mini-buses (5 year life or 150,000 miles)

Fargo's fixed route fleet of 29 large buses includes seven 2002-2004 Gillig buses, which were/are due for replacement in 2014-2016. In late December 2016/January 2017, Fargo will receive delivery of two new replacement buses for 1997 vehicles which have already been disposed of due to the age and excessive mileage.

Grant Funding:

The State of North Dakota is making available for application 5339 Bus and Bus Facilities grant funds. The estimated amount available statewide for urban transit properties is \$1.7M. The cost is \$482,000 per bus for a total of \$1,446,000 of which 80% or \$1,156,800 will be Federally funded and 20% or \$289,200 would be locally funded through 2017 City capital funds (was included in the request submitted for Transit for 2017).

Recommended Motion: To recommend to the Fargo City Commission approval of the grant request to the State of North for 5339 capital funding in 2017.

Memorandum



To: MAT Coordinating Board

From: Taaren Haak, Moorhead Asst. Transit Planner and Marketing Specialist

Date: November 21, 2016

RE: *Upcoming Quarter Days Promotion*

MATBUS's holiday ridership promotion, Quarter Days, begins on November 25, 2016 (Black Friday). For this promotion, all fixed route fares will be only 25¢, rather than the regular \$1.50 or 75¢ fares, on designated days. These "Quarter Days" are chosen to follow some of the holiday season's most popular shopping days – Black Friday, Small Business Saturday, and every Saturday in December.

Riders who take part in Quarter Days can travel in a heated bus to many popular shopping destinations like West Acres, downtown Fargo, and the Moorhead Center Mall. This way, they can also avoid busy parking lots and icy roads.

As part of MATBUS' annual radio plan, Midwest Radio has contributed an added value component of gift card giveaways. There will be drawing boxes on board all fixed route buses on days when the holiday fare is in effect. MATBUS will draw a winner for each of these days. There will be five \$100 grocery store gift cards given through December 10. Then there will be a drawing for one \$200 Moorhead Center Mall gift card and one \$300 West Acres Mall gift card on December 17.

Quarter Days Marketing

- Radio ads on Y94, Froggy 99.9 and Mix 101.9 - :30s, :15s, FM Minutes
- Midwest Radio station eblast
- Midwest Radio street team distributing reusable bags with MATBUS/LinkFM logos
 - 1,000 bags handed out between It's a Wonderful Night and three Saturdays
- Radio ads on Big 98.7, Bob 95.5 and The Fox 107.9 - :30s
- FM Extra ad
- Forum Black Friday paper ad
- Forum ads on Fridays in December
- InForum online ads
- Digital billboards in Fargo and Moorhead
- Poster billboard in Fargo
- High Plains Reader ad
- Social media posts
- Interior bus posters
- Area Voices post
- MATBUS website images and news item
- Press release
- Digital signage at GTC

Attachment 9

FARGO - MATBUS FIXED ROUTE RIDERSHIP

May 2016

Comparison to Previous Year by Route

	May 2015	May 2016	Change	% Change
Operating Weekdays	20	21	1	5%
Operating Saturdays	5	4	(1)	-20%
Total Operating Days	25	25	-	0%
Revenue Hours	5,918	6,271	353	6%
Vehicle Miles	80,368	78,387	(1,981)	-2%
			-	
Route 11	7,026	6,270	(756)	-11%
Route 13	12,212	8,648	(3,564)	-29%
Route 13U	3,187	2,194	(993)	-31%
Route 14	13,671	13,291	(380)	-3%
Route 15	26,747	27,082	335	1%
Route 16	6,096	5,695	(401)	-7%
Route 17	2,705	2,544	(161)	-6%
Route 18	4,837	4,511	(326)	-7%
Route 23	1,930	2,114	184	10%
Route 31	2,671	1,542	(1,129)	-42%
Route 32E	7,914	4,123	(3,791)	-48%
Route 32W	-	1,335	-	-
Route 33	9,768	7,432	(2,336)	-24%
Route 34	4,087	4,513	426	10%
Route 35	372	199	(173)	-47%
ESPN / Homecoming	-	-	-	-
LinkFM	-	1,730	-	-
TOTAL Ridership	103,223	93,223	(10,000)	-10%
Rides Per Hour	17	15	(3)	-15%
Rides Per Day	4,129	3,729	(400)	-10%
Rides Per Vehicle Mile	1.28	1.19	-0.10	-0.07

MATBUS ROUTE INFORMATION - FARGO

Route 11 - Downtown north and south on Broadway to 25th Ave N, VA Hospital
Route 13 - Downtown to NDSU and North Fargo, including Northport & Trollwood
Route 13U - Downtown to Renaissance, Klai, R.H. Barry and NDSU Union
Route 14 - Downtown to Kmart, Essentia, 32nd Ave S, 42nd St S and West Acres
Route 15 - Downtown to 13th Avenue South retail corridor
Route 16 - Downtown to CashWise, West Acres and West Fargo
Route 17 - Downtown to Madison Neighborhood
Route 18 - Downtown to Jefferson Neighborhood and SE Human Services
Route 23 - West Acres to Woodhaven, Osgood, Microsoft, 52nd Ave Walmart & PRACS
Route 31 - NDSU Campus to Tech Park and Fargodome Parking
Route 32E - NDSU Campus to University Village and east side of Dakota Drive Housing
Route 32W - NDSU Campus to University Village and west side of Dakota Drive Housing
Route 33 - NDSU Union to Klai Hall, Richard H. Barry Hall and University Village
Route 34 - NDSU Union to Days Inn, Skills & Tech, Stop-N-Go Center & Niskanen
Route 35 - NDSU Evening Route between Library and University Village
LinkFM - Downtown circulator linking the Moorhead Center Mall to Downtown Fargo



FARGO - MATBUS FIXED ROUTE RIDERSHIP - Year To Date

Jan - May 2015 compared to Jan - May 2016

Comparison to Previous Year by Route

	2015	2016	Change	% Change
Operating Weekdays	105	106	1	1%
Operating Saturdays	22	22	-	0%
Total Operating Days	127	128	1	1%
Revenue Hours	31,915	34,509	2,594	8%
Vehicle Miles	404,317	415,883	11,566	3%
Route 11	34,362	33,334	(1,028)	-3%
Route 13	80,644	59,803	(20,841)	-26%
Route 13U	30,122	24,932	(5,190)	-17%
Route 14	74,254	68,534	(5,720)	-8%
Route 15	139,714	142,248	2,534	2%
Route 16	33,146	29,208	(3,938)	-12%
Route 17	18,338	15,130	(3,208)	-17%
Route 18	26,363	24,820	(1,543)	-6%
Route 23	10,748	9,637	(1,111)	-10%
Route 31	34,428	24,695	(9,733)	-28%
Route 32E	96,359	61,471	(34,888)	-36%
Route 32W	-	18,564	-	-
Route 33	110,129	94,208	(15,921)	-14%
Route 34	37,110	60,586	23,476	63%
Route 35	5,136	2,414	(2,722)	-53%
ESPN / Homecoming	-	-	-	-
LinkFM	-	9,246	-	-
TOTAL Ridership	730,853	678,830	(52,023)	-7%
Rides Per Hour	23	20	(3)	-14%
Rides Per Day	5,755	5,303	(451)	-8%
Rides Per Vehicle Mile	1.81	1.63	-0.18	-0.10

MATBUS ROUTE INFORMATION - FARGO

Route 11 - Downtown north and south on Broadway to 25th Ave N, VA Hospital
Route 13 - Downtown to NDSU and North Fargo, including Northport & Trollwood
Route 13U - Downtown to Renaissance, Klai, R.H. Barry and NDSU Union
Route 14 - Downtown to Kmart, Essentia, 32nd Ave S, 42nd St S and West Acres
Route 15 - Downtown to 13th Avenue South retail corridor
Route 16 - Downtown to CashWise, West Acres and West Fargo
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Route 35 - NDSU Evening Route between Library and University Village
LinkFM - Downtown circulator linking the Moorhead Center Mall to Downtown Fargo





NDSU

Transit Ridership May 1 - 31, 2016



Route 13	-	8,648*
Route 13U	-	2,194
Other MATBUS Routes	-	4,455
Route 31	-	1,542
Route 32E	-	4,123
Route 32W	-	1,335
Route 33	-	7,432
Route 34	-	4,513
Route 35	-	199
TOTAL	-	34,441

ROUTE INFORMATION

Route 13	- Downtown Fargo to NDSU on University Drive N. / 10th Street N.
Other Routes	- NDSU ridership on all other MATBUS routes in Fargo and Moorhead
Route 31	- NDSU Campus Route to Tech Park and Fargodome Parking
Route 32E	- NDSU Campus to University Village & east side of Dakota Drive Housing
Route 32W	- NDSU Campus to University Village & west side of Dakota Drive Housing
Route 33	- NDSU Union to Klai Hall, Richard H. Barry Hall and University Village
Route 34	- NDSU Union to Days Inn, Skills & Tech, Stop-N-Go Center & Niskanen
Route 35	- NDSU Evening Route between Library and University Village

Attachment 9

COLLEGE RIDERSHIP ON MATBUS

2014-15

Fare Count		Customer Type					
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2014	August	975	2,861	9,804	33,761		47,401
	September	1,083	4,487	11,357	97,731		114,658
	October	1,194	4,024	12,250	107,257		124,725
	November	1,120	2,857	10,788	86,700		101,465
	December	1,026	2,586	10,215	71,060		84,887
2014 Total		5,398	16,815	54,414	396,509	-	473,136
2015	January	1,336	3,398	10,238	79,193		94,165
	February	1,320	3,175	11,309	109,899		125,703
	March	1,349	3,294	10,665	84,681		99,989
	April	1,115	3,210	10,108	81,164		95,597
	May	779	1,794	7,187	39,581		49,341
	June	654	1,696	6,326	11,888		20,564
	July	705	1,727	5,265	11,263		18,960
2015 Total		7,258	18,294	61,098	417,669	-	504,319
Grand Total 2014-15		12,656	35,109	115,512	814,178	0	977,455

2015-16

Fare Count		Customer Type					
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2015	August	831	2,280	8,956	34,709		46,776
	September	1,298	3,542	9,990	90,781		105,611
	October	1,287	2,876	9,230	99,083		112,476
	November	951	2,643	8,644	89,104		101,342
	December	969	2,330	7,306	65,642		76,247
2015 Total		5,336	13,671	44,126	379,319	-	442,452
2016	January	1,337	2,631	7,984	73,988	148	86,088
	February	1,345	3,110	8,153	92,223	429	105,260
	March	1,508	2,681	8,221	68,037	149	80,596
	April	1,346	2,784	8,304	79,883	171	92,488
	May	1,141	1,795	6,435	29,479	103	38,953
	June	922	1,860	5,552	9,206	96	17,636
	July						-
2016 Total		7,599	14,861	44,649	352,816	1,096	421,021
Grand Total 2015-16		12,935	28,532	88,775	732,135	1,096	863,473

% CHANGE

Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2014-15	August	-15%	-20%	-9%	3%	N/A	-1%
	September	20%	-21%	-12%	-7%	N/A	-8%
	October	8%	-29%	-25%	-8%	N/A	-10%
	November	-15%	-7%	-20%	3%	N/A	0%
	December	-6%	-10%	-28%	-8%	N/A	-10%
2014-15 Total		-1%	-19%	-19%	-4%	N/A	-6%
2015-16	January	0%	-23%	-22%	-7%	N/A	-9%
	February	2%	-2%	-28%	-16%	N/A	-16%
	March	12%	-19%	-23%	-20%	N/A	-19%
	April	21%	-13%	-18%	-2%	N/A	-3%
	May	46%	0%	-10%	-26%	N/A	-21%
	June	41%	10%	-12%	-23%	N/A	-14%
	July					N/A	
2015-16 Total						N/A	
Grand Total						N/A	

NOTES:

Includes NDSU Circulator Routes

NDSCS joined the U-Pass program effective January 25, 2016