

MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING NOVEMBER 2, 2017 / 12:00 PM
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET

AGENDA

- 1.0 Call to Order & Roll Call (12:00)
- 2.0 Changes or Additions to the Agenda
- 3.0 Public Comment on items not on the Agenda
- 4.0 Discussion Items / Reports / Comments:
 - 4.1 General Manager's Report (12:05)
- 5.0 Consent Agenda: (12:20)
 - 5.1 Minutes of August 24, 2017
Recommendation: Approve the minutes of August 24, 2017.
 - 5.2 Petition into District for Country Crest No. 12 Subdivision
Recommendation: Approve Resolution 17-05 to expand the boundaries of the Transportation District to include Country Crest No. 12 Subdivision.
 - 5.3 Petition into District for Linda Vista Sixteenth and Seventeenth Subdivision
Recommendation: Approve Resolution 17-06 to expand the boundaries of the Transportation District to include Linda Vista 16th and 17th Supplements Subdivisions.
 - 5.4 Cleaning Services Contract Ratification
Recommendation: Ratify a contract with Quality Maintenance Enterprises, Inc. of Missoula to provide on-going cleaning services at the District's facilities.
 - 5.5 Clever Devices Contract Renewal
Recommendation: Approve the license, hosting, and maintenance agreement with Clever Devices in the amount of \$42,982.00.
 - 5.6 Bus Lift Installation Contract
Recommendation: Approve the purchase of construction and installation services for a Stertil-Koni ECO lift from Northwest Lift & Equipment for a price of \$78,135, plus a 3% contingency.
 - 5.7 Disposal of Mobile Unit #110
Recommendation: Authorize the General Manager to dispose of paratransit cutaway #110 that is inoperable and past its useful life.

6.0 Addition Items:

- 6.1 Mill Levy Presentation by Andrew Czorny, Missoula County CFO (*Dorothy Magnusen*) (12:25)
Recommendation: No action needed.
- 6.2 Revised Unaudited June 2017 Financial Statements (*Dorothy Magnusen*) (12:45)
Recommendation: Receive the revised June 2017 Financial Statements.
- 6.3 Revised FY 2018 Budget (*Dorothy Magnusen*) (12:45)
Recommendation: Approve the revised FY 2018 budget.
- 6.4 Financial Statements and Ridership Reports (12:50)
Recommendation: Receive the September 2017 Financial Statements and Ridership Report.
- 6.5 Proposal for Transfer Center Retail Space (*Vince Caristo*) (12:55)
Recommendation: Authorize the General Manager to sign a lease agreement with Ninja Mikes, LLC, per the terms of their proposal, and in accordance with any additional federal regulations.
- 6.6 Long Range Strategic Plan Update by Michelle Poyourow, Consultant (*Corey Aldridge*) (1:10)
Recommendation: No action needed.

7.0 Adjournment

General Manager's Report – October/November 2017

Long Range Transit Plan

Michelle Poyourow of Jarrett Walker & Associates is in town this week to meet with the Board and staff, as well as a stakeholder meeting and open house. Staff will hold three (3) additional open houses to solicit feedback from the community on the Alternatives Report. Each open house runs from 5:30pm to 7pm and will include a brief presentation and question and answer session with Mountain Line staff and transit design experts. There will be a presentation each night beginning at approximately 6:15pm. Attendees may drop in at any time during the events. Open houses are scheduled at the following times and locations:

- Thursday, November 2, 5:30pm – 7pm, Florence Hotel Lobby, 111 N. Higgins
- Thursday, November 9, 5:30pm – 7pm, Home ReSource Community Room, 1515 Wyoming St.
- Wednesday, November 15, 5:30pm – 7pm, Univ. Villages Community Room, 2595 Maurice Ave.
- Thursday, November 16, 5:30pm – 7pm, Missoula Fairgrounds Arts Building, 1101 South Ave.

Transfer Center Retail Space

Ethan, owner of Ninja Mike's, submitted a proposal that is on the meeting agenda for approval. If this does not work out then we will need to look at alternative uses for the space.

2017 Federal Appropriations Rescission

The Metropolitan Planning Organization (MPO) recently received notification from MDT of a 2017 appropriations rescission of federal-aid highway program funds. A rescission is a mechanism used by Congress to manage unfunded liability of the program, meaning that funds that were apportioned but not obligated, may be rescinded if they are not programmed for use.

The 2017 rescission calls for \$857,000,000 of unobligated funds to be rescinded across the country. Montana's share of the rescission is \$7,961,755 and was calculated based on the proportion of unobligated balances as of May 31, 2017. The rescission applies to all federal-aid funds except HSIP, STPU, and the Railway-Highway Crossings program.

For the Missoula MPO, the only federal-aid programs impacted by the 2017 rescission are Congestion Mitigation & Air Quality (CMAQ) for \$926,890 and Metropolitan Planning for \$160,569. MDT has indicated that the total CMAQ amount will be absorbed by MDT and will not come out of MPO CMAQ funds.

MDT has indicated that it may not be possible for them to absorb future rescissions if they “become the norm” by Congress. Congress is currently determining appropriations for FFY 2018 and at least on House bill has been proposed that includes a rescission. We do know at this time, however, that the FAST Act included a rescission in FFY 2020 and the amount will be based on total program unobligated balances at the end of FFY 2019.

A loss of CMAQ funds could impact MUTD as it utilizes those funds for operating and capital improvements. Staff will continue to closely watch this matter.

Low/No Emission Federal Grant

Staff anticipated having approval of electric buses on this month’s agenda. We are still waiting for an updated price proposal from Proterra for the buses, and an updated price proposal from CTE, the electrification consulting organization MUTD partnered with on the Low/No application. We are now expecting to seek Board approval at the December meeting.

Annual Reporting to the National Transit Database

The Federal Transit Administration (FTA) requires all recipients of Section 5307 funds to complete a comprehensive reporting process every year. The data reported this year will determine Small Transit Intensive Cities (STIC) funding in two (2) years. The reporting process requires many staff hours to compile and complete. We are hopeful to close out the reporting process much earlier than last year.

Board Vacancy

There will be a vacancy on the MUTD Board of Directors when Melanie Brock’s term ends at the end of 2017. Melanie’s schedule has become too full to allow her to serve another term. The following is from an email sent to Melanie by the County:

This past year our office has established some best practices in regards to boards/councils/committees. The commissioners would like to interview ***all*** County board members with expiring terms before they are reappointed. I will be putting out a press release at the beginning of *November*, advertising the ending term. At that time, I will add the MUTD as an option to apply online; this encourages fairness across the County boards. If you would like to continue serving on the board we ask that you reapply [online](#) and interview with the commissioners. This will ensure that each commissioner has had a chance to meet you in person and will update any needed contact information. It also allows the you the opportunity to have a more personal connection with the commissioners. Interviews will take place in Nov. and Dec. with the hope of having the appointments finalized by the end of Dec.

Timeline:

- **November 1:** Press release
- **November 30:** Application deadline
- **December:** Interview and appoint applicant for vacant term.

Please encourage anyone you know that is an advocate for public transit to apply for the vacancy. I am saddened to see Melanie go, and wish her the very best in her busy career. I do hope she will consider serving on the Board again in the future if her schedule will allow.

2017 Annual APTA Conference

I had the opportunity to attend the annual conference of the American Public Transportation Association (APTA) a few weeks ago. With 12,000 people in attendance, it was a big event with so much to be learned. Here is a bullet point list of my takeaways:

- Elaine Chao, US Secretary of Transportation, talked about:
 - Importance of technology and innovation for elderly and disabled.
 - Acknowledged that transit has a backlog of old buses.
 - Pres. Trump's \$1 trillion transportation package, and danced around how it will directly benefit transit.
 - Public Private Partnerships is a better way completing projects.
 - Safety is the number one focus.
- Without including the 10 largest cities, transit carries 90% of riders on bus.
- Bus discretionary funding is about 25% of what it used to be.
- NOFA's (including TIGER) have this theme:
 - Safety is high priority.
 - More consideration to applications over matching.
 - Priority given to innovation and automation.
- Grants under \$2 million will now have to report annually instead of quarterly, saving thoughts of workload hours.
- Doesn't seem to be any worry about FAST Act continuing beyond 2020, with exception of Capital Investment Grant (CIG) programs.
- There is an interest in investing in rural, which includes communities under 200,000 in population.
- The entire bus industry is embracing electrification. This is a stark contrast from five years ago.



**MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING
MINUTES – August 24, 2017
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET**

Draft

Members Present

Andrea Davis, Chair
Amy Cilimburg, Secretary
Don MacArthur
Marty Blair
Anna-Margaret Goldman

Members Absent

Melanie Brock, Vice-Chair
Jesse Dodson, Treasurer

Staff

Corey Aldridge, General Manager
Dorothy Magnusen, Fin & Admin Mgr
Sheila Wangler, Admin Service Assistant
Vince Caristo, Project Mgmt Specialist

Guests

Jane Van Fossen, Citizen

Call to Order and Roll Call

Davis called the meeting to order at 12:06 p.m. Roll call was taken.

Changes or Additions to Agenda

None

Public Comment on Items Not on the Agenda

None

General Manager's Report

MUTD is applying for a grant to fund the Bus Stop Master Plan and electric buses, in conjunction with the Low/ No Emission grant that was submitted in June.

St. Patrick's hospital will continue their contribution to Zero- Fare for the next three years. Now that all partners have decided to continue funding Zero- Fare, MUTD will make a public announcement to let everyone know this greatly successful program will continue for three more years.

Laura Lee Hall, an MUTD Operator Supervisor, retired after 26 years of service with MUTD this month. She will be greatly missed. Two positions, Maintenance Tech and Paratransit Scheduler, are being interviewed for at this time. With the large amount of construction actively happening in Missoula, Operations is doing its best to abide by the route schedule with necessary detours.

FTA is permitting MUTD added time to obligate Section 5339 bus procurement funds, awaiting word of selection for the Low/ No Emission grant. MUTD is approved to use the Washington State contract when purchasing buses. Separate RFP's will not be necessary with this process, and this will allow for the purchase of two electric buses, whether MUTD is selected or not for the Low/ No Emission grant.

MDT has implemented a new policy, expecting all public transit systems to apply for permits for each fixed-route stop along MDT roadways. MDT is requiring MUTD to provide data and inventory on every stop MUTD uses. This includes amenities (signs, benches, shelters, etc.), ADA accessibility (concrete pad), and type of stop. Information collected through this new requirement will assist MUTD in the Bus Stop Master Plan, as well as MUTD's real-time bus arrival information on the website and smartphone app.

MDT is now instructing for permits to be obtained in order to advertise on bus shelters and benches. MUTD only advertises on bench backs, and the cost impact for these new permits is unknown. MUTD will no longer advertise on bench backs once the Bus Stop Master Plan is implemented.

Action Items

Approval of Minutes

MacArthur made a motion to approve the minutes of June 29, 2017, seconded by Goldman. The motion carried unanimously.

Program of Projects

Magnusen gave an overview of FY2018 Program of Projects, a legal notice required by FTA, allowing the public to comment on the usage of Federal funds. Davis opened a Public Hearing for FY2018 Program of Projects at 12:58 p.m., closed at 1:01 p.m. No comments were made.

MacArthur made a motion to approve the FY2018 Program of Projects, seconded by Cilimburg. The motion carried unanimously.

Financials & Ridership Reports for June 2017

Blair announced the June 2017 Unaudited Financial Statements and Ridership Reports. This draft report does not include depreciation data, which is to be finished in the coming months for full audit.

Fleet Replacement Funds are sitting at \$1,114,624. Operating Funds are at \$3,949,166, funded from the mill levy. The net position of \$16,197,395 includes Capital/ Operating Funds of \$3,755,183, which are to be reallocated at the beginning of FY2018 per the Reserve Policy.

The net change in position of June 2017 financial statements before Federal Capital Contributions reflect \$820,994. Total Operating Revenue is 7.1%, \$401,800, more than the budget. This is primarily due to Property Tax increase. Expenses are 3.96% less than the budget. The Transfer Center is \$15,709 more than the budget due to security expenses. Travel and Meetings are \$6,535 more than the budget due to staff training. Professional Services are \$57,960 below the budget, as consulting services that were budgeted for, were not used.

Ridership in June 2017 is closely comparable with June 2016. Overall ridership trend YTD has increased 2.25%. Annual ridership YTD for FY2017 is 34,818 more than FY2016. ADA annual ridership for FY2017 is 5,250 more than FY2016. Senior Van ridership for FY2017 is 1,679 less than FY2016. Overall, ADA and Senior Van ridership is 3,571 more than FY2016.

Blair made a motion to receive the Draft Unaudited June 2017 Financial Statements and Ridership Reports, seconded by Cilimburg. The motion carried unanimously.

Petition into District for 44 Ranch – Phase 8

Aldridge reported on a request to expand the boundaries of the Transportation District to include 44 Ranch- Phase 8 subdivision. The City and County requires that a subdivision petition to be included in the Transportation District.

MacArthur made a motion to approve Resolution 17-04 to expand the boundaries of the Transportation District to include 44 Ranch – Phase 8 subdivision, seconded by Goldman. The motion carried unanimously.

Maintenance Department Collective Bargaining Agreement

Aldridge gave an overview of the Maintenance Department CBA between MUTD and Teamster Union Local 2. The contract is valid for four years, July 1, 2016 through June 30, 2020. Wages for Technicians (depending on classification), and Service Workers is 3% per year for each fiscal year.

Opportunities are available to add to hourly wage for certifications achieved through training and education.

Cilimburg made a motion to approve the agreement with Teamsters Union Local No. 2 for the period July 1, 2016 to June 30, 2020, for the Maintenance Technicians and Service Workers, seconded by Blair. The motion carried unanimously.

Purchase of Paratransit Mobile Data Management System

Caristo explained how the Paratransit Mobile Data Management System will function for MUTD. The system will operate through Android- tablets installed in each of the ten (10) Paratransit vehicles, enabling Operators to edit trip summaries in real-time. Routematch will provide on-site installation and staff training.

Blair made a motion to approve the purchase and installation of a Paratransit Mobile Data Management System from Routematch, Inc., of Atlanta, GA, for the price of \$36,000.50, seconded by Goldman. The motion carried unanimously.

Purchase and Installation of a Vehicle Lift

Caristo reviewed MUTD's plan to install a Stertil-Koni ECO lift from Northwest Lift & Equipment. Chosen due to its low depth of installation, this will enable for a simple installation where an existing yet inoperative lift sits currently. The lift meets all necessary specifications, including compatibility with buses up to 40 feet in length and 60,000 lbs in total weight.

The lift equipment and construction/ installation are being purchased through a two-part procurement process. Construction/ installation were not covered in the State of Montana cooperative purchasing contract, but after analyzing the procured services, construction/ installation was also awarded to Northwest Lift & Equipment.

MacArthur made a motion to approve the purchase of a Stertil-Koni ECO lift from Northwest Lift & Equipment of Portland, OR, for a price of \$103,305, and the purchase of construction and installation services from Northwest Lift & Equipment for the price of \$70,000, seconded by Cilimburg. The motion carried unanimously.

Adjournment

The meeting adjourned at 1:41 p.m.

Submitted by Elizabeth Wehling



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
Date: November 2, 2017

Subject: Petition for Country Crest No. 12 Subdivision for Inclusion into the Transportation District

Recommendation: Approve Resolution 17-05 to expand the boundaries of the Transportation District to include Country Crest No. 12 subdivision.

Discussion: The Country Crest No. 12 subdivision has a condition of approval that the owner petitions the Missoula Urban Transportation District, being that the subdivision residents would benefit from Mountain Line services in the community.

Staff recently received the petition for inclusion into the District by the project owners. The petition, accompanied with a site plan showing the lots to be included within the project is included in Attachment 1.

Attachment 2 includes Resolution 17-04. This resolution expands the boundaries of the Transportation District to include Country Crest No. 12 subdivision.

Financial Impact: When Country Crest No. 12 subdivision lots are recorded into the District they will be levied the appropriate mills that, combined with the other properties within the District, fund Mountain Line services.

Attachments

1. Petition for Inclusion
2. Resolution 17-05

Return signed petitions to:
Vince Caristo
Missoula Urban Transportation District
1221 Shakespeare
Missoula, MT 59802

PETITION FOR INCLUSION INTO THE
MISSOULA URBAN TRANSPORTATION DISTRICT

Section 7-14-241, Montana Codes Annotated, provides that the boundaries of any Urban Transportation District may be enlarged under the following conditions:

- (1) A real property owner may petition to have that owner's property included in the district.
- (2) a majority of the Board approves the addition.

The undersigned being the owners of **Country Crest No. 12** do herein petition the Board of the Missoula Urban Transportation District for inclusion into the boundary of the Missoula Urban Transportation District.

Legal Description – **Country Crest No. 12, Lot 37A & 37B, S11, T13N, R20W**
Owned By: **Tollefson Properties, LLC – Nate Tollefson**

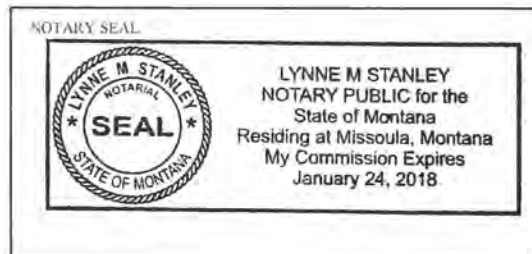
Nate Tollefson 8-22-17
Signed this 22nd day of August, 2017.

Firm/Individual: Tollefson Properties, LLC
By: Nate Tollefson
Title: Officer

This instrument was acknowledged before me on this 22nd day of August, 2017, by Nate Tollefson, known to me to be the authorized official of **Tollefson Properties, LLC.**

STATE OF MONTANA
County of Missoula

Lynne M Stanley
Notary Public for the State of Montana





GRAPHIC SCALE 1" = 30'
0 30 60

DATE OF SURVEY
MAY 2016

BASIS OF BEARING
COUNTRY CREST NO. 3A

OWNER AND SUBDIVIDER
TOLLEFSON PROPERTIES LLC

AREA TABLE
LOTS 37A AND 37B

GROSS AREA	1.02 ACRES
PUBLIC R/W	5.54 ACRES
NET LITTEL AREA	1.02 ACRES

ADDRESS BLOCK

LOT	STREET ADDRESS
37A	378 PEREGRINE LOOP
37B	PEREGRINE COURT

CURVE TABLE

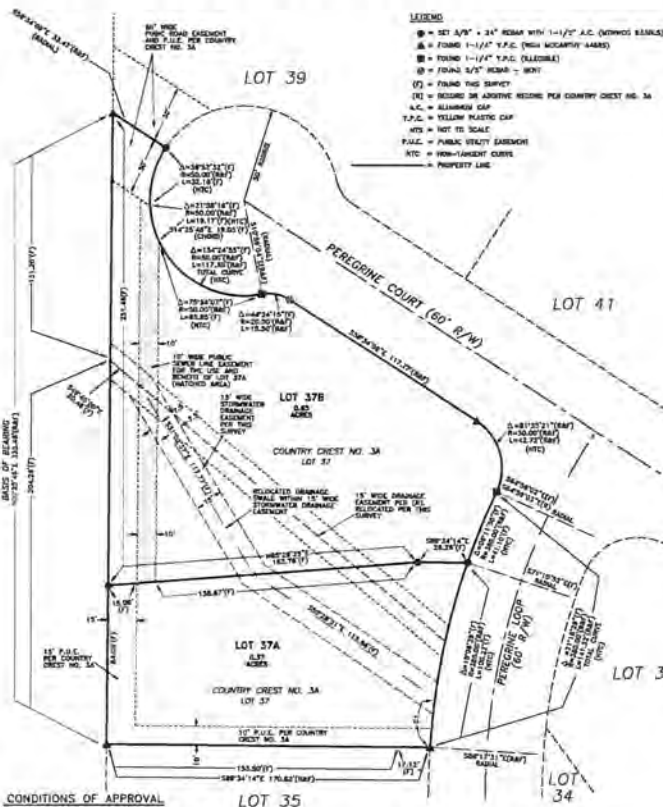
LINE	ARC	RADIUS	DELTA	CHORD
21	25.27(7)	586.02(449)	74.37(5)	1019.97(6) 35.37(5)



SUBDIVISION PLAT OF COUNTRY CREST NO. 12 SUBDIVISION

A TWO LOT MINOR SUBDIVISION OF COUNTRY CREST
NO. 3A, LOT 37, LOCATED IN THE SW1/4 OF SECTION 11,
T.13N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA

C.O.S. 5 2 5 7
REMAINDER



CONDITIONS OF APPROVAL

The undersigned hereby certifies that:
The last and/or greatest shown on this sheet (Sheet 1 of 1) represent requirements by the governing body for final plat approval that all conditions of subdivision application have been satisfied.
The information shown is correct as of the date of the certification required in ARN 24.193.1(1)(3)(4)(5), and that changes to any land-use restrictions or encumbrances may be made by amendments to covenants, zoning regulations, ordinances, or other documents as allowed by law or by local regulations. All or part of the required public improvements have been installed and/or security requirements pursuant to 78-3-307, MCA, assure the future construction of any remaining public improvements to be installed.
Buyers of property should ensure that they have obtained and reviewed all sheets of this plat and all documents recorded and filed in conjunction with the plat and that buyers of property are strongly encouraged to contact the local planning department and become informed of any regulations on the use of the property prior to closing.
Federal, state, and local plans, policies, regulations, and/or conditions of subdivision approval that may limit the use of the property, including the location, size, and use are shown by or otherwise stated.

TOLLEFSON PROPERTIES LLC

____ Date
For an acknowledgment in a representative capacity:
State of _____
County of _____
This instrument was acknowledged before me on _____ by _____ (Name(s) of individual(s)) as _____ (Type of Authority for Tollefson Properties LLC)

CERTIFICATE OF DEDICATION

We do hereby certify that we have caused to be surveyed, subdivided, and plotted into lots, as shown herein, the following described tract of land, Lot 37, Country Crest No. 3A, located in and being a portion of the southwest one-quarter (SW1/4) of Section 11, T.13N., R.20W., P.M.M., Missoula County, Montana. Containing 1.02 acres, more or less, being subject to all assessments and obligations now or hereafter assessed, or of record and all according to the attached plat. Further, that the above described tract of land to be known as COUNTRY CREST NO. 12 SUBDIVISION, and no lands are hereby granted or donated to the use of the public.
Further, Lot 37A is exempt from review by the Department of Environmental Quality pursuant to ARN 17.56.802(2)(b) in that "it is a private approval issued under Title 76, chapter 4, part 1, MCA, 41 (1) no facilities other than those previously approved exist or will be constructed on the parcel and (4) the addition of land will not cause approved facilities to exceed the conditions of approval, in violation of 76-4-130, MCA."
Further, the attached plat conforms to the preliminary plat as previously reviewed and granted approval by the Board of County Commissioners on April 27, 2017.
Further, "Acceptance of a deed for a lot within this subdivision shall constitute a waiver of the right to protest a future ISO/RSO for a community or municipal water system for the production purposes."
Further, "The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, operating or offering to operate telephone, telegraph, electric power, gas, cable television, water, or sewer service in the public, the right to the full use of an easement for the construction, improvement, repair, and removal of their lines and other facilities, to enter, locate, and across such area designated on this plat as "Utility Easement" in force and to hold forever."

TOLLEFSON PROPERTIES LLC

____ Date
For an acknowledgment in a representative capacity:
State of _____
County of _____
This instrument was acknowledged before me on _____ by _____ (Name(s) of individual(s)) as _____ (Type of Authority for Tollefson Properties LLC)

SURVEYOR'S CERTIFICATION

I hereby certify that the attached plat represents a survey made under my supervision, and said survey was made in compliance with the Montana Subdivision and Platting Act, and was made substantially completed on the date shown herein.

____ Date

Professional Land Surveyor
Montana Registration No. 9230 LE

CERTIFICATION OF EXAMINING LAND SURVEYOR

I, _____, Examining Land Surveyor of Missoula County, Montana, do hereby certify that I have examined this plat of COUNTRY CREST NO. 12 SUBDIVISION, and find that the plat conforms to the requirements of Sections 78-3-81(1)(3)(4) MCA, and state and local regulations adopted pursuant thereto.
Dated this _____ day of _____, 20____

Missoula County - Department of Public Works

CERTIFICATION OF COUNTY ATTORNEY

I, _____, County Attorney of Missoula County, Montana, do hereby certify that I have examined the certificate of title of this plat of COUNTRY CREST NO. 12 SUBDIVISION, and find that the plat conforms to the requirements of Sections 78-3-812 MCA, and state and local regulations adopted pursuant thereto.
Dated this _____ day of _____, 20____

Missoula County Attorney

CERTIFICATION OF HEALTH DEPARTMENT

Dated this _____ day of _____, 20____

Missoula City-County Health Department

CERTIFICATION OF COMMUNITY AND PLANNING SERVICES

Dated this _____ day of _____, 20____

CERTIFICATION OF FINAL PLAT APPROVAL

We, the Board of County Commissioners for the County of Missoula, Montana, do hereby approve this plat in the public interest.
Dated this _____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS

____ Commissioner
____ Commissioner
____ Commissioner
ATTEST
____ Date

Clark & Sacorider, Missoula County, Montana

MONTANA NORTHWEST COMPANY
SURVEYING MAPPING PLANNING CONSULTING
P.O. BOX 877, MISSOULA, MT 59807 PHONE 406-721-4033 FAX 406-721-4086 MTNWC@COM
P.O. BOX 177, ANACONDA, MT 59711 PHONE 406-559-5005 FAX 406-559-5006 MTNWC@COM

1/4	SEC.	T.	R.
34	11	13N	20W

SUBDIVISION PLAT OF
COUNTRY CREST NO. 12
SUBDIVISION, MISSOULA
COUNTY, MONTANA
SHEET 1 OF 1

RESOLUTION 17-05

A RESOLUTION TO EXPAND THE BOUNDARIES OF THE MISSOULA URBAN TRANSPORTATION DISTRICT TO INCLUDE COUNTRY CREST NO. 12 SUBDIVISION WITHIN THE MISSOULA URBAN TRANSPORTATION DISTRICT

LEGAL DESCRIPTION:

A two lot minor subdivision of Country Crest No. 3A, Lot 37, located in the SW ¼ of Section 11, T.13N., R.20W., P.M.M., Missoula County, Montana.

WHEREAS, owners of the above mentioned property, Tollefson Properties, LLC, has petitioned to have Country Crest No. 12 Subdivision included in the Missoula Urban Transportation District; and

WHEREAS, the Missoula Urban Transportation District Board has considered enlarging the District boundary pursuant to the procedure to enlarge the District or be included in the District set forth in Title 7, Chapter 14, Part 241; and

WHEREAS, it is the considered and deliberate judgment of the Missoula Urban Transportation District that the property to be included in the District provide sufficient revenue to the District to provide benefits to the community, the Missoula Urban Transportation District, and to the property owner; and

WHEREAS, the Missoula Urban Transportation District has determined that it can provide benefits to the residents of this property that include decreased congestion on Missoula roadways, a decrease in parking problems throughout the community, and improved air quality.

NOW, THEREFORE, BE IT RESOLVED by the Missoula Urban Transportation District to enlarge the District boundary to include the lands described herein.

BE IT FURTHER RESOLVED that the General Manager is hereby instructed to file this resolution with the Clerk and Recorder of Missoula County. This District boundary enlargement shall become effective from and after the date of the filing of said document.

PASSED AND ADOPTED this 2nd day of November 2017.

ATTEST:

APPROVED:

Corey Aldridge
General Manager
Missoula Urban Transportation District

Andrea Davis
Board Chair
Missoula Urban Transportation District



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
Date: November 2, 2017

Subject: Petition for Linda Vista 16th and 17th Supplements Subdivisions for Inclusion into the Transportation District

Recommendation: Approve Resolution 17-06 to expand the boundaries of the Transportation District to include Linda Vista 16th and 17th Supplements Subdivisions.

Discussion: The Linda Vista 16th and 17th Supplements Subdivisions has a condition of approval that the owner petitions the Missoula Urban Transportation District, being that the subdivision residents would benefit from Mountain Line services in the community.

Staff recently received the petition for inclusion into the District by the project owners. The petition, accompanied with a site plan showing the lots to be included within the project is included in Attachment 1.

Attachment 2 includes Resolution 17-06. This resolution expands the boundaries of the Transportation District to include Linda Vista 16th and 17th Supplements Subdivisions.

Financial Impact: When Linda Vista 16th and 17th Supplements Subdivisions lots are recorded into the District they will be levied the appropriate mills that, combined with the other properties within the District, fund Mountain Line services.

Attachments

1. Petition for Inclusion
2. Resolution 17-06

**Petition to Enlarge Boundaries
of the Missoula Urban Transportation District**

The Missoula Urban Transportation District, also known as Mountain Line, proposes to expand its boundaries to provide regular scheduled service to the Linda Vista Sixteenth Supplement and Linda Vista Seventeenth Supplement.

The property proposed to be annexed is described as the Linda Vista Sixteenth Supplement and Linda Vista Seventeenth Supplement, each being a portion of Section 13, T12N, R20W, PMM, Missoula, Montana. Each subject property is shown on the plat map recorded in the Clerk and Recorder Office of Missoula County.

Section 7-14-241, Montana Codes Annotated, provides that the boundaries of any transportation district may be enlarged under the following conditions:

- (1) A real property owner may petition to have that owner's property included in the district.
- (2) A majority of the Board approves the addition.

Section 7-14-241 also states that, as a consequence of the addition of area to the district, "all property within any addition to the district shall be subject to all existing indebtedness of the district."

Your signature below with your current legal address signifies that you request that Mountain Line expand its boundaries as shown on the recorded plat and described as follows: Linda Vista Sixteenth Supplement and Linda Vista Seventeenth Supplement

Name (please print)	Legal Address	Signature	Date
Lloyd Twite	3000 Eldora Lane, Missoula	<i>Lloyd A Twite</i>	10/23/2017

Return signed petitions to Mountain Line, 1221 Shakespeare, Missoula, MT 59802-2307



BID FORM
Shaver, Jenaya, Helenka Rose and Max Drives
Street Improvements


*Roads
LV 16
Dist.*

Project: Linda Vista 16th Supplement
 Project No.:
 Prepared by: Gilbert Larson
 Date: **30-Sep-17**
 Description: Improvements for Streets

ITEM	DESCRIPTION	QTY	UNIT	Unit Price	TOTAL
Street Improvements					
1	3/4" Base Material	3,782	CY	15.00	56,730.00
2	Concrete Aprons	970	SF	10.00	9,700.00
3	Asphalt (3" and 4" thick)	1,944	Ton		149,121.52
4	Street Name, Stop, and End of Route (OM4-1) Signs	12	Ea		
5	Curb and Gutter	5,610	LF	13.25	74,332.50
6	4" Thick Sidewalk	16,760	SF	4.50	75,420.00
7	6" Thick Sidewalk	11,140	SF	5.50	61,270.00
8	Storm Water Sump	16	Ea	1,300.00	20,800.00
9	Permits/Insurance/MOB (Missoula County)	1	LS		
10	Curb Painting (Yellow)	355	LF		
11	Handicap Ramps (concrete included in sidewalk)	18	Ea	320.00	5,760.00
12	Asphalt millings and binder 6" thick)	574	SY	9.00	5,166.00
CONSTRUCTION TOTAL					

458,306.00

- Notes:
- The asphalt binder for the asphalt millings shall meet the requirements of MPWSS Section 02502. The asphalt millings will be provided from the Owner's gravel source.
 - The 3/4" material includes 12" depth required in asphalt section by the City and 4" depth material under curbs and sidewalks. Material will be provided from the owners gravel source. Contractor shall haul and place the material to specifications.
 - Paint is to be epoxy paint to City standard.
 - Additional pit run material will be needed for the completion of Item #2 and material may be borrowed from the pit-run pile located in the Owner's gravel source.
 - The asphalt cross walks shall be limited to 5% maximum cross slope by benching.

9-16-17


FROM: Doug Smith Grading LLC
 724 PORTER HILL ROAD
 STEVENSVILLE, MT 59870 406 240-5964

DATE: 10/23/2017

*Roads
 Doug Smith
 10-23-17*

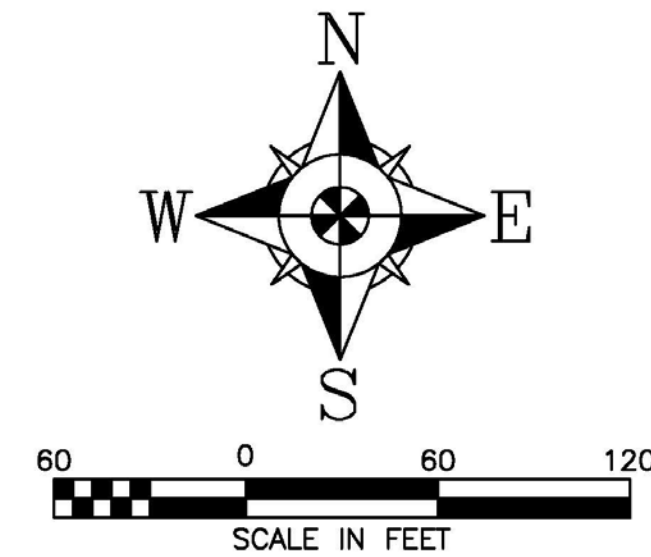
TO: TWITE FAMILY PARTNERSHIP
 3000 ELDORA LANE
 MISSOULA, MT 59803

PROJECT: LINDA VISTA 16th SUPPLEMENT

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM TOTAL
1	3/4" Base Material: Includes hauling and placing gravel. 12" thickness on road (92,961 S.F.) 4" thickness under curbs (5,610 L.F.) and 4" thickness under sidewalks. (27,900 S.F.) All gravel supplied, at no charge, by Lloyd Twite.	3782	C.Y.	\$8.35	\$31,579.70
2	Excavation and Embankment: Build cuts and fills with existing materials for road, sidewalks and curbs. Lloyd Twite will supply and haul any subgrade material if project is lacking material at no charge to Doug Smith. Excess material if any will be left on adjacent lots	1	L.S.	\$28,500.00	\$28,500.00
3	Asphalt: Furnish, place and compact 3 inch thickness of hot mix asphalt. Based on 1,054 tons to cover 56,916 S.F.	1054	Ton	\$75.50	\$79,577.00
4	Asphalt: Furnish, place and compact 4 inch thickness of hot mix asphalt. Based on 890 tons to cover 36,045 S.F.	890	Ton	\$81.75	\$72,757.50
5	Street Signs: Furnish and install one post with two street names on it one no outlet and 1 stop sign	3	Ea	\$425.00	\$1,275.00
6	Street Signs: Furnish and install end of road and end of sidewalk signs includes one pressure treated 4x4 wood post and one OM4-1 red on red reflective signs.	15	Ea	\$200.00	\$3,000.00
7	Curb and Gutter: Install Missoula City style curb.	5610	L.F.	\$15.90	\$89,199.00
8	4" Thick Sidewalk: Furnish concrete and place.	16,760	S.F.	\$4.60	\$77,096.00
9	6" Thick Sidewalk: Furnish concrete and place.	11,140	S.F.	\$5.50	\$61,270.00
10	Concrete Aprons	970	S.F.	\$10.50	\$10,185.00
10	Install Storm water sumps	16	Ea	\$2,100.00	\$33,600.00
9	No Permits Included, Mob	1	LS	\$1,500.00	\$1,500.00
10	Curb Painting (Yellow): furnish and place epoxy paint.	355	L.F.	\$9.00	\$3,195.00
11	Handicap Ramps: Furnish and install 2' by 5' metal detectable warning plates.	18	Ea	\$300.00	\$5,400.00
12	Asphalt millings and binder (2" thick)	574	S.Y.	\$6.00	\$3,444.00
13	Final adjustment on sewer manholes. All materials supplied by Lloyd. (adjusting rings and castings)	15	Ea.	\$145.00	\$2,175.00
14	Adjust water valve boxes. Materials supplied by Lloyd Twite.	17	Ea.	\$50.00	\$850.00
15	Final adjustment and grouting to Storm water sumps.	16	Ea.	\$145.00	\$2,320.00
16	TOTAL				\$506,923.20
	Work to be done to Montana Public Works Standards and or Missoula City Standards.				
	Does Not Include: Missoula City permits. Storm Water Discharge permit City / State or anything dealing with storm water discharge. Compaction, concrete and asphalt testing.				

SUBDIVISION PLAT OF LINDA VISTA SIXTEENTH SUPPLEMENT

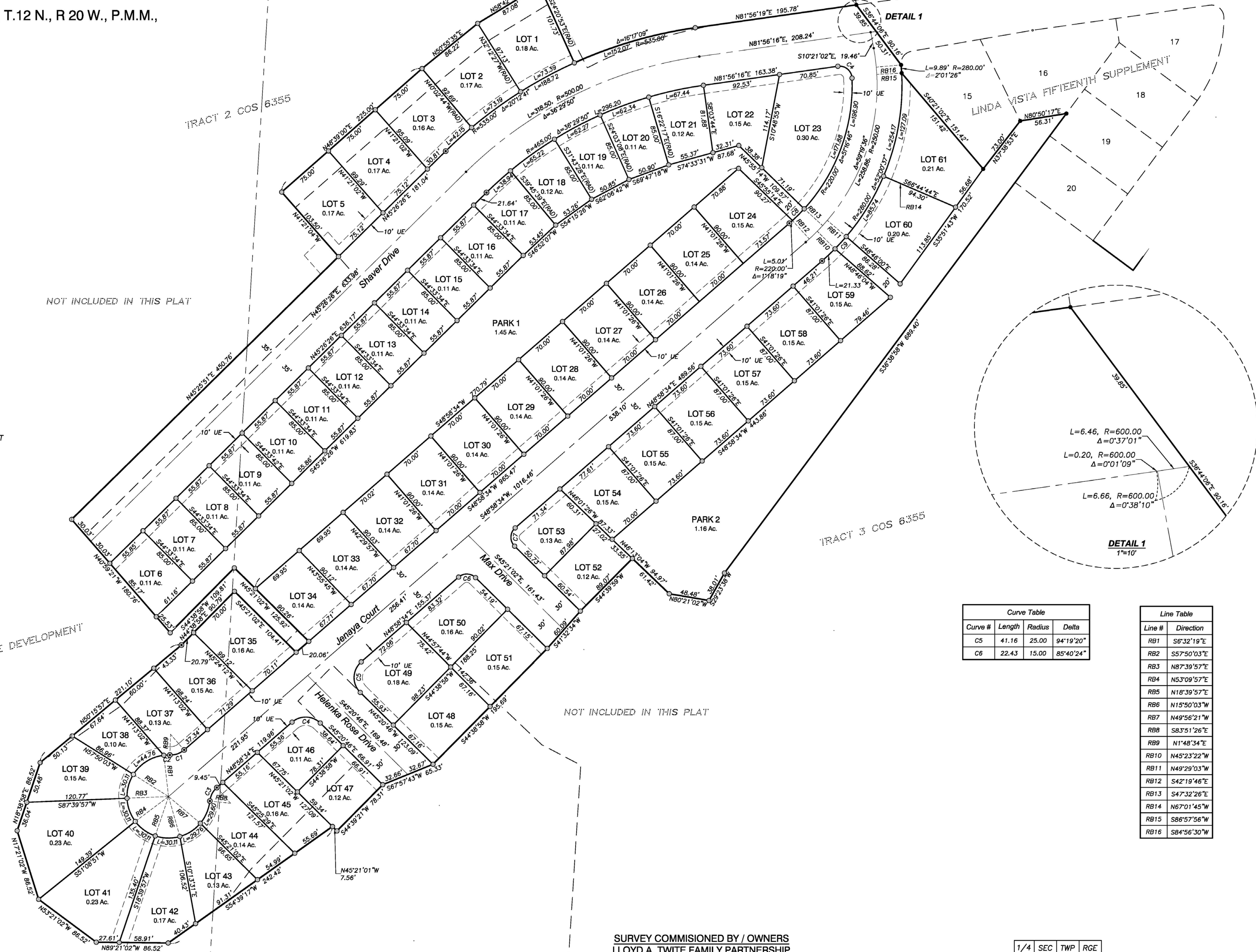
A Residential Subdivision in N 1/2 of Section 13, T.12 N., R 20 W., P.M.M.,
Missoula County, Montana



OCTOBER 2017
BASIS OF BEARING:
CERTIFICATE OF SURVEY 6355

LEGEND

- SET 5/8" x 24" REBAR W/ 1-1/2" ALUMINUM CAP MARKED "G. LARSON 8990 ES"
 - SET 5/8" x 24" REBAR W/ 1-1/4" YELLOW PLASTIC CAP MARKED "G. LARSON 8990 ES"
 - FOUND 5/8" REBAR W/ 1-1/2" ALUMINUM CAP MARKED "G. LARSON 8990 ES"
- (R1) RECORD AND FOUND PER LINDA VISTA FIFTEENTH SUPPLEMENT
RB RADIAL BEARING
UE UTILITY EASEMENT
COS CERTIFICATE OF SURVEY
R/W RIGHT-OF-WAY



Curve #	Length	Radius	Delta
C5	41.16	25.00	94°19'20"
C6	22.43	15.00	85°40'24"

Line #	Direction
RB1	S6°32'19"E
RB2	S57°50'03"E
RB3	N87°39'57"E
RB4	N53°09'57"E
RB5	N18°39'57"E
RB6	N15°50'03"W
RB7	N49°56'21"W
RB8	S83°51'26"E
RB9	N1°48'34"E
RB10	N45°23'22"W
RB11	N49°29'03"W
RB12	S42°19'46"E
RB13	S47°32'26"E
RB14	N67°01'45"W
RB15	S86°57'56"W
RB16	S84°56'30"W

SURVEY COMMISSIONED BY / OWNERS
LLOYD A. TWITE FAMILY PARTNERSHIP

LOT AREA	8.85 ACRES
ROAD AREA	4.11 ACRES
PARK AREA	2.61 ACRES
TOTAL SUBDIVISION AREA	15.57 ACRES

1/4	SEC	TWP	RGE
13	12 N	20 W	

MISSOULA COUNTY
MONTANA

SHEET 2 OF 3

SUBDIVISION PLAT OF LINDA VISTA SIXTEENTH SUPPLEMENT

A Residential Subdivision in N 1/2 of Section 13, T.12 N., R 20 W., P.M.M.,
City of Missoula, Missoula County, Montana

CERTIFICATE OF DEDICATION

WE DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND SUBDIVIDED AND PLATTED INTO LOTS AND STREETS AS SHOWN ON THIS PLAT THE FOLLOWING TRACT OF LAND: A TRACT OF LAND LOCATED IN THE NE 1/4 OF SECTION 13, TOWNSHIP 12 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA, MISSOULA COUNTY, BEING A PORTION OF TRACTS 2 AND 3 CERTIFICATE OF SURVEY 6355 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERIMETER LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, LINDA VISTA FIFTEENTH SUPPLEMENT, THENCE ALONG THE BOUNDARY OF SAID FIFTEENTH SUPPLEMENT THE FOLLOWING FIVE (5) COURSES; S36°44'06"E, 90.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.00' AND CENTER WHICH BEARINGS S84°56'30"W; THENCE ALONG SAID CURVE BEING CONCAVE TO THE WEST THROUGH A CENTRAL ANGLE OF 2°01'26" AN ARC DISTANCE OF 9.89'; THENCE S40°21'02"E, 151.42'; THENCE N37°38'53"E, 73.00'; THENCE N80°50'17"E, 56.31'; THENCE S36°38'58"W, 689.40' ALONG THE BOUNDARY OF THE FIFTEENTH AND LEAVING SAID BOUNDARY; THENCE S29°23'38"W, 38.01'; THENCE N80°21'02"W, 48.48'; THENCE N46°16'04"W, 64.42'; THENCE S44°39'59"W, 89.07'; THENCE S41°32'34"W, 60.09'; THENCE S44°38'58"W, 195.69'; THENCE S67°57'43"W, 65.33'; THENCE S44°39'21"W, 78.31'; THENCE N45°21'0"W, 7.56'; THENCE S54°39'17"W, 242.42'; THENCE N89°21'01"W, 86.52'; THENCE N53°21'02"W, 86.52'; THENCE N17°21'02"W, 86.52'; THENCE N18°38'58"E, 86.52'; THENCE N50°15'57"E, 221.10'; THENCE N44°38'58"E, 90.79'; THENCE S45°21'02"E, 104.41'; THENCE N48°58'34"E, 20.06'; THENCE N45°21'02"W, 125.92'; THENCE S44°38'58"W, 109.41'; THENCE N40°59'21"W, 180.76'; THENCE N45°25'51"E, 450.76'; THENCE N41°21'04"W, 103.50'; THENCE N48°39'00"E, 225.00'; THENCE N50°55'35"E, 86.22'; THENCE N58°42'18"E, 89.08'; THENCE S24°20'53"E, 101.73' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 535.00' AND A CENTER WHICH BEARS S24°20'53"E; THENCE ALONG THE ARC OF LAST SAID CURVE BEING CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE OF 16°17'09" AN ARC DISTANCE OF 152.07'; THENCE N81°56'19"E, 195.78' TO THE POINT OF BEGINNING, CONTAINING 15.57 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, EXISTING, APPARENT OR OF RECORD AND ALL ACCORDING TO THIS PLAT.

FURTHER, THAT THE ABOVE PARCEL IS TO BE KNOWN AND DESIGNATED AS "LINDA VISTA SIXTEENTH SUPPLEMENT". THIS PLAT CONFORMS TO THE PRELIMINARY PLAT PREVIOUSLY REVIEWED AND APPROVED BY THIS GOVERNING BODY AND ALL OR PART OF THE REQUIRED PUBLIC IMPROVEMENTS HAVE BEEN INSTALLED AND/OR A SUBDIVISION IMPROVEMENTS AGREEMENT EXISTS WHICH IS ACCEPTABLE TO THE COUNTY ATTORNEY AND GOVERNING BODY SECURING THE FUTURE CONSTRUCTION OF THE PUBLIC AND PRIVATE IMPROVEMENTS.

FURTHER, WE CERTIFY THAT LOTS 1-41 ARE EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-125 (2)(d), TO WIT: "DIVISIONS LOCATED WITHIN JURISDICTIONAL AREAS THAT HAVE ADOPTED GROWTH POLICIES PURSUANT TO CHAPTER 1 OR WITHIN FIRST-CLASS OR SECOND-CLASS MUNICIPALITIES FOR WHICH THE GOVERNING BODY CERTIFIES, PURSUANT TO 76-4-127, THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED;"

FURTHER, THAT ALL STREETS AS SHOWN ON THE PLAT ARE DEDICATED, DONATED AND GRANTED TO THE USE OF THE PUBLIC FOREVER.

FURTHER, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER, OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER, AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

FURTHER, THAT THE PARK AREA REQUIREMENT HAS BEEN SATISFIED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 201__

LLOYD A. TWITE, MANAGING PARTNER
LLOYD A. TWITE FAMILY PARTNERSHIP

ACKNOWLEDGEMENT

STATE OF MONTANA
COUNTY OF MISSOULA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 201____,
BY LLOYD A. TWITE AS MANAGING PARTNER OF THE LLOYD A. TWITE FAMILY PARTNERSHIP.

NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT _____
MY COMMISSION EXPIRES: _____

PRINTED NAME OF NOTARY _____

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE ATTACHED PLAT REPRESENTS A SURVEY COMPLETED UNDER MY SUPERVISION ON THE DATE SHOWN HEREON.

GILBERT LARSON, P.E. P.L.S.
MONTANA REGISTRATION NO. 8990ES
GILBERT LARSON ENGINEERING AND SURVEYING

EXAMINED AND APPROVED

STATE OF MONTANA
COUNTY OF MISSOULA

CERTIFICATE OF EXAMINING LAND SURVEYOR

I _____ EXAMINING LAND SURVEYOR OF MISSOULA COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF "LINDA VISTA - SIXTEENTH SUPPLEMENT" AND I FIND THAT THIS PLAT CONFORMS TO REQUIREMENTS PRESCRIBED BY THE MONTANA SUBDIVISION AND PLATTING ACT, SECTION 76-3-611(2)(a)MCA, AND STATE AND LOCAL REGULATIONS ENACTED PURSUANT THEREIN.

DATED THIS _____ DAY OF _____, 201__

MISSOULA COUNTY DEPARTMENT OF PUBLIC WORKS

FINAL APPROVAL OF THIS PLAT GRANTED BY:

MISSOULA COUNTY COMMUNITY AND PLANNING SERVICES DATE

MISSOULA CITY/COUNTY HEALTH DEPARTMENT DATE

CERTIFICATE OF COUNTY ATTORNEY

I _____ COUNTY ATTORNEY OF MISSOULA COUNTY, MONTANA, DO HEREBY VERIFY THAT I HAVE EXAMINED THIS PLAT OF "LINDA VISTA SIXTEENTH SUPPLEMENT" AND I FIND THAT THIS PLAT CONFORMS TO REQUIREMENTS PRESCRIBED BY THE MONTANA SUBDIVISION AND PLATTING ACT, SECTION 76-3-612(2) MCA, AND STATE AND LOCAL REGULATIONS ENACTED PURSUANT THEREIN.

COUNTY ATTORNEY

DATED THIS _____ DAY OF _____, 201__

WE THE BOARD OF COUNTY COMMISSIONERS, FOR THE COUNTY OF MISSOULA, MONTANA, DO HEREBY APPROVE THIS PLAT IN THE PUBLIC INTEREST AND DO ACCEPT AND APPROVE TO THE PUBLIC ALL STREET RIGHTS-OF-WAY, UTILITY EASEMENTS, AND PUBLIC ACCESS EASEMENTS SHOWN HEREON.

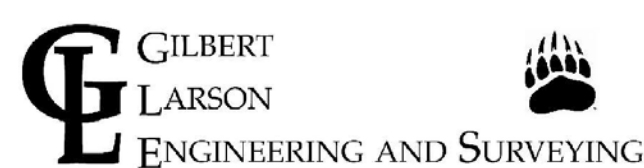
DATED THIS _____ DAY OF _____, 201__

CHAIR

COMMISSIONER

COMMISSIONER

ATTEST: _____
CLERK AND RECORDER



1/4	SEC	TWP	RGE
<input checked="" type="checkbox"/>	13	12 N	20 W
<input type="checkbox"/>			
MISSOULA COUNTY MONTANA			
SHEET 1 OF 3			

SUBDIVISION PLAT OF LINDA VISTA SEVENTEENTH SUPPLEMENT

A Subdivision in NE 1/4 of Section 13, T.12 N., R 20 W., P.M.M.,
Missoula County, Montana

CERTIFICATE OF DEDICATION

WE DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND SUBDIVIDED AND PLATTED INTO LOTS AND STREETS AS SHOWN ON THIS PLAT THE FOLLOWING TRACT OF LAND: A TRACT OF LAND LOCATED IN THE NE 1/4 OF SECTION 13, TOWNSHIP 12 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA, MISSOULA COUNTY, BEING A PORTION OF TRACTS 2 AND 3 CERTIFICATE OF SURVEY 6355 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERIMETER LEGAL DESCRIPTION

COMMENCING AT THE WEST ONE QUARTER CORNER OF SECTION 13, TWP 12N, RGE 20 W THENCE N88°07'57"E, 375.27' ALONG THE NORTH LINE OF SAID SECTION 13 TO A POINT ON THE WEST BOUNDARY OF CERTIFICATE OF SURVEY 4414 AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF COS 4414 THE FOLLOWING FOUR (4) COURSES: S04°03'03"W, 149.68'; THENCE S89°56'57"E, 100.00'; THENCE S04°03'03"W, 20.00'; THENCE S89°56'57"E, 101.36' TO THE WESTERLY RIGHT-OF-WAY OF MILLER CREEK ROAD AND COS 1175; THENCE S32°28'29"W, 747.20' ALONG SAID RIGHT-OF-WAY TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LOT 39, LINDA VISTA FIFTEENTH SUPPLEMENT; THENCE ALONG THE BOUNDARY OF SAID FIFTEENTH SUPPLEMENT THE FOLLOWING TWO (2) COURSES, N57°21'02"W, 112.89'; THENCE N32°38'58"E, 180.00' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JEFF DRIVE; AND THE BOUNDARY OF LINDA VISTA TWELFTH SUPPLEMENT; THENCE ALONG THE BOUNDARY OF SAID TWELFTH SUPPLEMENT THE FOLLOWING FOUR (4) COURSES, S57°21'02"E, 322.34'; THENCE N28°4'13"E, 60.00'; THENCE N57°21'02"W, 245.88'; THENCE N34°58'21"E, 195.42' TO A POINT ON THE BOUNDARY OF LINDA VISTA SEVENTH SUPPLEMENT, PHASE 6; THENCE ALONG THE BOUNDARY OF SAID SEVENTH SUPPLEMENT, PHASE 6 THE FOLLOWING FOUR (4) COURSES, THENCE N32°38'32"E, 145.00'; THENCE N28°46'35"E, 60.32'; THENCE N32°38'32"E, 170.00'; THENCE N57°21'28"W, 361.08' TO THE NORTH LINE OF SAID SECTION 13; THENCE S86°07'57"E, 393.72' ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 5.75 ACRES, MORE OR LESS

FURTHER, THAT THE ABOVE PARCEL IS TO BE KNOWN AND DESIGNATED AS "LINDA VISTA SEVENTEENTH SUPPLEMENT". THIS PLAT CONFORMS TO THE PRELIMINARY PLAT PREVIOUSLY REVIEWED AND APPROVED BY THIS GOVERNING BODY AND ALL OR PART OF THE REQUIRED PUBLIC IMPROVEMENTS HAVE BEEN INSTALLED AND/OR A SUBDIVISION IMPROVEMENTS AGREEMENT EXISTS WHICH IS ACCEPTABLE TO THE COUNTY ATTORNEY AND GOVERNING BODY SECURING THE FUTURE CONSTRUCTION OF THE PUBLIC AND PRIVATE IMPROVEMENTS.

FURTHER, WE CERTIFY THAT LOTS 1-3 ARE EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-125 (2)(d), TO WIT: "DIVISIONS LOCATED WITHIN JURISDICTIONAL AREAS THAT HAVE ADOPTED GROWTH POLICIES PURSUANT TO CHAPTER 1 OR WITHIN FIRST-CLASS OR SECOND-CLASS MUNICIPALITIES FOR WHICH THE GOVERNING BODY CERTIFIES, PURSUANT TO 76-4-127, THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED."

FURTHER, THAT ALL STREETS AS SHOWN ON THE PLAT ARE DEDICATED, DONATED AND GRANTED TO THE USE OF THE PUBLIC FOREVER.

FURTHER, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER, OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER, AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

FURTHER, THAT THE PARK AREA REQUIREMENT HAS BEEN SATISFIED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 201__

LLOYD A. TWITE, MANAGING PARTNER
LLOYD A. TWITE FAMILY PARTNERSHIP

ACKNOWLEDGEMENT

STATE OF MONTANA
COUNTY OF MISSOULA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 201__,
BY LLOYD A. TWITE AS MANAGING PARTNER OF THE LLOYD A. TWITE FAMILY PARTNERSHIP.

NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT _____
MY COMMISSION EXPIRES: _____

PRINTED NAME OF NOTARY _____

SURVEY COMMISSIONED BY / OWNERS
LLOYD A. TWITE FAMILY PARTNERSHIP

LOT AREA	4.65 ACRES
ROAD AREA	0.33 ACRES
TOTAL SUBDIVISION AREA	4.98 ACRES

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE ATTACHED PLAT REPRESENTS A SURVEY COMPLETED UNDER MY SUPERVISION ON THE DATE SHOWN HEREON.

GILBERT LARSON, P.E. P.L.S.
MONTANA REGISTRATION NO. 8990ES
GILBERT LARSON ENGINEERING AND SURVEYING

EXAMINED AND APPROVED

STATE OF MONTANA
COUNTY OF MISSOULA

CERTIFICATE OF EXAMINING LAND SURVEYOR

I, _____ EXAMINING LAND SURVEYOR OF MISSOULA COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF "LINDA VISTA SEVENTEENTH SUPPLEMENT" AND I FIND THAT THIS PLAT CONFORMS TO REQUIREMENTS PRESCRIBED BY THE MONTANA SUBDIVISION AND PLATTING ACT, SECTION 76-3-611(2)(a)MCA, AND STATE AND LOCAL REGULATIONS ENACTED PURSUANT THEREIN.

DATED THIS _____ DAY OF _____, 201__

MISSOULA COUNTY DEPARTMENT OF PUBLIC WORKS
MISSOULA COUNTY COMMUNITY AND PLANNING SERVICES DATE _____

MISSOULA CITY/COUNTY HEALTH DEPARTMENT DATE _____

CERTIFICATE OF COUNTY ATTORNEY

I, _____ COUNTY ATTORNEY OF MISSOULA COUNTY, MONTANA, DO HEREBY VERIFY THAT I HAVE EXAMINED THIS PLAT OF "LINDA VISTA SEVENTEENTH SUPPLEMENT" AND I FIND THAT THIS PLAT CONFORMS TO REQUIREMENTS PRESCRIBED BY THE MONTANA SUBDIVISION AND PLATTING ACT, SECTION 76-3-612(2) MCA, AND STATE AND LOCAL REGULATIONS ENACTED PURSUANT THEREIN.

COUNTY ATTORNEY _____

DATED THIS _____ DAY OF _____, 201__

WE THE BOARD OF COUNTY COMMISSIONERS, FOR THE COUNTY OF MISSOULA, MONTANA, DO HEREBY APPROVE THIS PLAT IN THE PUBLIC INTEREST AND DO ACCEPT AND APPROVE TO THE PUBLIC ALL STREET RIGHTS-OF-WAY, UTILITY EASEMENTS, AND PUBLIC ACCESS EASEMENTS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 201__

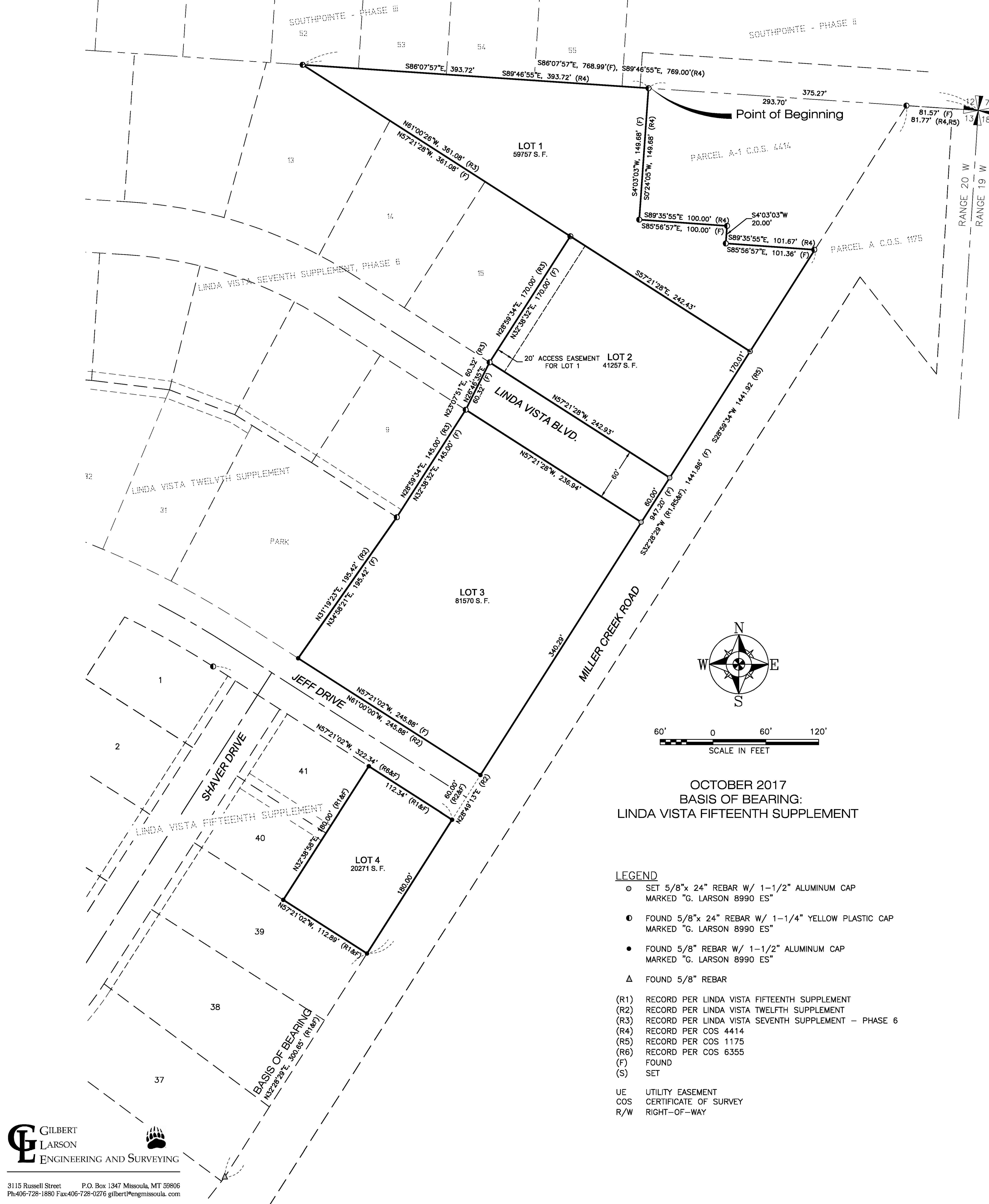
CHAIR _____

COMMISSIONER _____

COMMISSIONER _____

ATTEST: _____
CLERK AND RECORDER

1/4	SEC	TWP	RGE
13	12 N	20 W	
MISSOULA COUNTY MONTANA			
SHEET 1 OF 1			



GILBERT LARSON ENGINEERING AND SURVEYING
 3115 Russell Street P.O. Box 1347 Missoula, MT 59806
 Ph:406-728-1880 Fax:406-728-0276 gilbert@engmissoula.com

RESOLUTION 17-06

A RESOLUTION TO EXPAND THE BOUNDARIES OF THE MISSOULA URBAN TRANSPORTATION DISTRICT TO INCLUDE LINDA VISTA SIXTEENTH SUPPLEMENT AND SEVENTEENTH SUPPLEMENT SUBDIVISION WITHIN THE MISSOULA URBAN TRANSPORTATION DISTRICT

LEGAL DESCRIPTION:

A residential subdivision in N ½ and NE ¼ of Section 13, T12N, R20W, PMM, City of Missoula, Missoula County, Montana.

WHEREAS, owners of the above mentioned property, Twite Family Partnership, has petitioned to have Linda Vista Sixteenth Supplement and Seventeenth Supplement Subdivisions included in the Missoula Urban Transportation District; and

WHEREAS, the Missoula Urban Transportation District Board has considered enlarging the District boundary pursuant to the procedure to enlarge the District or be included in the District set forth in Title 7, Chapter 14, Part 241; and

WHEREAS, it is the considered and deliberate judgment of the Missoula Urban Transportation District that the property to be included in the District provide sufficient revenue to the District to provide benefits to the community, the Missoula Urban Transportation District, and to the property owner; and

WHEREAS, the Missoula Urban Transportation District has determined that it can provide benefits to the residents of this property that include decreased congestion on Missoula roadways, a decrease in parking problems throughout the community, and improved air quality.

NOW, THEREFORE, BE IT RESOLVED by the Missoula Urban Transportation District to enlarge the District boundary to include the lands described herein.

BE IT FURTHER RESOLVED that the General Manager is hereby instructed to file this resolution with the Clerk and Recorder of Missoula County. This District boundary enlargement shall become effective from and after the date of the filing of said document.

PASSED AND ADOPTED this 2nd day of November 2017.

ATTEST:

APPROVED:

Corey Aldridge
General Manager
Missoula Urban Transportation District

Andrea Davis
Board Chair
Missoula Urban Transportation District



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
Date: November 2, 2017

Attachments

1. Cleaning Services Contract

Subject: Cleaning Services Contract Ratification

Recommendation: Ratify a contract with Quality Maintenance Enterprises, Inc. of Missoula to provide on-going cleaning services at the District's facilities.

Discussion: In order to maintain an adequate level of cleanliness for its customers and employees, the District requires after-hours cleaning services at its Shakespeare St and Pine St facilities.

This procurement made use of an informal quotes procedure. Quotes were solicited from six (6) firms, and two (2) responded with proposals. The proposal from Quality Maintenance Enterprises, Inc. was the lowest cost responsive proposal, at \$24,996 per year. The contract requires compliance with all applicable provisions of the David Bacon and Related Acts, the Fair Labor Standards Act, and the Montana Prevailing Wage Law. A price analysis was conducted that determined the price to be fair and reasonable.

In order to avoid a disruption of service, the contract was executed to begin on October 1, 2017.

Financial Impact: The funding for this contract is included in the budget.

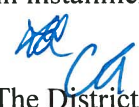
MISSOULA URBAN TRANSPORTATION DISTRICT
CLEANING SERVICES CONTRACT

This Contract for Janitorial Services is made effective as of **October 1, 2017**, by and between **Missoula Urban Transportation District** ("The District") of 1221 Shakespeare St, Missoula, Montana 59802, and **Quality Maintenance Enterprises Inc.** ("Contractor") of P.O. Box 3043, Missoula, Montana 59806.

WHEREAS, The District desires to retain the services of Contractor to provide cleaning services; and

WHEREAS, Contractor is qualified, willing, and able to provide and perform said services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, and other good consideration, it is mutually agreed as follows:

1. **DESCRIPTION OF SERVICES.** Contractor will provide to The District the services described in the attached Exhibit, a service proposal comprised of four (4) pages dated September 13, 2017 (collectively, the "Services").
2. **MATERIALS AND SUPPLIES.** Contractor shall furnish all materials and equipment necessary to perform the Services described in this Contract with the exception of hand soap, towels, toilet tissue, receptacle liners, and any other consumables which are to be supplied by The District, who shall maintain an adequate supply of these supplies in the janitorial room of the building. Any attentional supplies ordered from Contractor shall be invoiced separately.
3. **SUPERVISION.** Systematic inspection shall be conducted by Contractor to ensure that all Services are properly performed. To make certain that any problems that may arise will be promptly resolved, The District will promptly relay any complaints to Contractor.
4. **PAYMENT.** Payment shall be made to Quality Maintenance Enterprises, P.O. Box 3043, Missoula, Montana 59806. The District agrees to pay in installment payments of ~~\$6249.00 quarterly.~~ *\$ 2,083.00 monthly* 

In addition to any other right or remedy provided by law, if The District fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

5. **CONTRACT TERM.** This Contract will remain in effect until terminated, as described in Sections 13 and 14 of this Contract.
6. **COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS.** In performing the Services required of it under this Contract, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.
7. **WAGE AND HOURS LAW COMPLIANCE:** Contractor shall comply with all applicable provisions of the Davis Bacon and Related Acts, the Fair Labor Standards Act, the Montana Prevailing Wage Law and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save The District free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.
8. **INSURANCE.** Contractor, at its own cost and expense, shall procure and maintain throughout the term of this Contract a workers' compensation insurance policy for the protection of its employees engaged in work under this Contract.
9. **CONFIDENTIALITY.** Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to The District. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
10. **INDEMNIFICATION.** Contractor agrees to indemnify and hold The District harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The District that result from the acts or omissions of Contractor and/or Contractor's employees, agents, or representatives.
11. **WARRANTY.** Contractor shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects.
12. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.

- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
- 13. TERMINATION FOR DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- 14. UNRESTRICTED TERMINATION.** Either party may terminate this Contract for any reason by giving the other party at least thirty (30) days' prior notice.
- 15. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
- 16. ENTIRE AGREEMENT.** This Contract, which includes all attached Exhibits referenced in Section 1, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 17. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 18. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

19. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Montana.
20. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
21. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
22. **SIGNATORIES.** This Contract shall be signed on behalf of The District by Corey Aldridge, General Manager and on behalf of Contractor by Lori Cummings, President & CEO, and effective as of the date first above written.

Service Recipient:
Missoula Urban Transportation District

By: 
Corey Aldridge
General Manager

Service Provider:
Quality Maintenance Enterprises Inc.

By: 
Lori Cummings
President & CEO

RECEIVED

SEP 19 2017

Quality Maintenance Enterprises, Inc.

Post Office Box 3043
 Missoula, MT 59806
 406.251.3102 24 hr.
 406.251.2523 fax

Missoula Urban Transportation District
 1221 Shakespeare Street
 Missoula, MT 59802

September 13, 2017

Attn: Jennifer Sweten

Quality Maintenance undertakes and agrees to furnish all labor, environmentally safe janitorial supplies, equipment and cleaning methods needed to provide cleaning services for the Pine Street Facility to your complete satisfaction at all times.

SERVICE PROPOSAL

DAILY SERVICE:

General Areas

- A. Empty all wastebaskets, trash containers. Replace liners as needed.
(Liners provided by client.)
- B. Sweep and mop all hard floors.
- C. Vacuum all carpets and runners.
- D. Clean entrance door and windows.
- E. Clean benches in waiting area.

Restrooms

- A. Empty all wastebaskets, trash containers. Replace liners as needed.
Liners provided by MUTD.
- B. Clean and disinfect all sinks – underside & pipes included.
- C. Clean and disinfect all toilets & urinals – complete exterior included.
- D. Clean all mirrors and glass.
- E. Spot clean walls, doors, partitions, kick plates, and light switches.
- F. Clean and disinfect sanitary napkin receptacles as necessary.
- G. Clean and refill all dispensers.
Hand soap and paper supplies provided by MUTD.
- H. Clean and sanitize floors.

Breakrooms

- A. Clean & sanitize all sinks and counters.
- B. Clean all microwaves.
- C. Replenish all soap and towel dispensers. Supplies provided MUTD.
- D. Spot clean walls, doors, kick plates, trim and light switches as needed.
- E. Clean and sanitize hard surface floors.

Office

- A. Spot clean desk top.
- B. Vacuum floor.
- C. Mop chair mat as needed.

SERVICE YOU CAN COUNT ON

Established in 1977

WEEKLY:

- A. Dust all desks, phones, and chairs. (Do not disturb desk contents.)
- B. Dust window ledges.
- C. Vacuum furniture and clean chair bases.
- D. Dust horizontal surfaces in all areas up to 70". (Low dusting)

MONTHLY:

- A. Dust horizontal surfaces in all areas above 70". (High dusting)
- B. Remove cobwebs and dust ceiling areas, including vents.

SEMI-ANNUAL SERVICES:

- A. Clean all carpets.
- B. Strip and wax hard floors.
- C. Wash walls.

SERVICE AREAS:

- A. Passenger waiting area
- B. MUTD office
- C. MUTD breakroom
- D. Restrooms (2)

CLEANING HOURS:

Monday – Friday 10:00 pm – 6:00 am
Saturday 6:00 am – 6:00 am Monday

CONSIDERATION:

Provide six times per week services to the Pine Street Facility.
Monthly cost for services: \$1068.00.
Annual cost: 12,816.00.

Thank you for your time in considering this proposal.

Yours truly,



Lori E. Cummings
President & CEO

LEC/jab

RECEIVED

SEP 19 2017

Quality Maintenance Enterprises, Inc.



Post Office Box 3043
Missoula, MT 59806
406.251.3402 24 hr.
406.251.2523 fax

Missoula Urban Transportation District
1221 Shakespeare Street
Missoula, MT 59802

September 13, 2017

Attn: Jennifer Sweten

Quality Maintenance undertakes and agrees to furnish all labor, environmentally safe janitorial supplies, equipment and cleaning methods needed to provide cleaning services for the Mountain Line Offices to your complete satisfaction at all times.

SERVICE PROPOSAL

DAILY SERVICE:

General Areas

- A. Empty all wastebaskets, trash containers. Replace liners as needed.
(Liners provided by client.)
- B. Empty shredders.
- C. Clean and sanitize contact surfaces in elevator.
- D. Spot clean spills and stains on carpets and furniture.
- E. Sweep and mop all hard floors.
- F. Vacuum all carpets and runners.
- G. Clean stairs and railings.
- H. Clean conference room table.
- I. Clean entrance door glass.

Restrooms

- A. Empty all wastebaskets, trash containers. Replace liners as needed.
Liners provided by MUTD.
- B. Clean and disinfect all sinks – underside & pipes included.
- C. Clean and disinfect all toilets & urinals – complete exterior included.
- D. Clean all mirrors.
- E. Spot clean walls, doors, kick plates, trim and light switches as needed.
- F. Clean and disinfect sanitary napkin receptacles as necessary.
- G. Clean and refill all dispensers.
Hand soap and paper supplies provided by MUTD.
- H. Clean and sanitize floors.
- I. Clean and sanitize showers as needed.

Breakrooms

- A. Clean & sanitize all sinks and counters.
- B. Clean and sanitize lunchroom tables.
- C. Clean all microwaves.
- D. Replenish all soap and towel dispensers. Supplies provided MUTD.
- E. Spot clean walls, doors, kick plates, trim and light switches as needed.
- F. Clean and sanitize hard surface floors.

WEEKLY:

- A. Dust all furniture.
- B. Dust all filing cabinets, bookcases, shelving and tables.
- C. Dust all desks, phones, and chairs. (Do not disturb desk contents.)
- D. Spot clean desk tops.
- E. Dust window ledges.
- F. Clean glass entry including window ledges.
- G. Vacuum furniture and clean chair bases.
- H. Dust horizontal surfaces in all areas up to 70". (Low dusting)

MONTHLY:

- A. Dust horizontal surfaces in all areas above 70". (High dusting)
- B. Remove cobwebs and dust ceiling areas, including vents.
- C. Clean interior windows as needed.

SEMI-ANNUAL SERVICES:

- A. Clean all carpets.
- B. Strip and wax hard floors.
- C. Wash walls.

SERVICE AREAS:

- A. Public entry way
- B. Elevator
- C. All stairways
- D. Conference room
- E. Offices, work areas, and hallways
- F. Restrooms (5)
- G. Locker room
- H. Breakrooms (2)
- I. Employee lounge

CLEANING HOURS:

Monday – Friday 5:00 pm – 10:00 pm
Saturday 10:00 am – 5:00 pm

CONSIDERATION:

Provide three times per week services to the MUTD Offices.
Monthly cost for services: \$1015.00.
Annual cost: \$12180.00.

Thank you for your time in considering this proposal.

Yours truly,



Lori E. Cummings
President & CEO

LEC/jab



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
Date: November 2, 2017

Subject: Computer Aided Dispatch/Automatic Vehicle Location Software, License, and Hosting Renewal

Attachments

1. Quote from Clever Devices

Recommendation: Approve the license, hosting, and maintenance agreement with Clever Devices in the amount of \$42,982.00.

Background: In 2011, District purchased OTvia real time passenger hardware and software from Digital Recorders for the purpose of providing real-time bus arrival information at the downtown transfer center and on the internet. Then, in 2014, the District acquired additional CAD/AVL software and hardware from Digital Recorders to better manage the Mountain Line bus fleet, which was compatible with the OTvia software and hardware installed in 2011.

The initial purchase included two years of software license, software hosting, and maintenance for \$95,035, which ended at the end of 2016. The cost to renew the software license, software hosting, and maintenance for 2017 is \$42,982.00.

This hardware and software is essential to making bus headsigns operations, providing real-time bus arrival information, powering the automated stop announcements, and automated passenger counters.

Financial Impact: The renewal costs are included in the budget.



DIGITAL RECORDERS **GREYHAWK** *Technologies*

300 Crossways Park Drive
Woodbury, 11797
(516)-433-6100
FEIN #: 11-2908781

Please Remit Check Payment To:
Clever Devices Ltd.
300 Crossways Park Drive
Woodbury, NY 11797

Please Remit ACH Payment To:
HSBC Bank
534 Broadhollow Road
Account # 942176278
Routing # 021001088

Missoula Urban Transportation District
1221 Shakespeare
Missoula, MT 59802

Shipped from:
Corporate Headquarters
300 Crossways Park
Drive
Woodbury, NY 11797

Invoice

Purchase order: 209ZZ011
Invoice Number.....: PJINV00026474
Invoice Date.....: 9/20/2017
Page: 1 of 1
Project contract.....: 209ZZ011
Customer account.....: CU3430
Our account number:
Payment.....: Net 30

Attention Accounts Payable - Invoice enclosed

Project	Item number	Description	Qty	Unit	Unit price	Tax	Line amount
209ZZ011	SVC-SWMAINT3-NT	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses	1.00	Pcs	24,012.75	All	24,012.75
Reference: 1/1/2017-9/30/2017							
Qty : 1.00 PS: SPS00100866 SN: Ship date: 9/20/2017 SO: SO00045580 L#: 1.0000 PO: 209ZZ011 PO Line #: 0 Shipped To: 1221 Shakespeare - Missoula, MT - US							
209ZZ011	SVC-SWMAINT3-NT	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses	1.00	Pcs	8,004.25	All	8,004.25
Reference: 10/1/2017-12/31/2017							
Qty : 1.00 PS: SPS00100866 SN: Ship date: 9/20/2017 SO: SO00045580 L#: 2.0000 PO: 209ZZ011 PO Line #: 0 Shipped To: 1221 Shakespeare - Missoula, MT - US							
209ZZ011	SVC-SWMAINT3-NT	NOC for Existing Software & Incremental Charge for Add AVL	1.00	Pcs	8,223.75	All	8,223.75
Reference: 1/1/2017-9/30/2017							
Qty : 1.00 PS: SPS00100866 SN: Ship date: 9/20/2017 SO: SO00045580 L#: 3.0000 PO: 209ZZ011 PO Line #: 0 Shipped To: 1221 Shakespeare - Missoula, MT - US							
209ZZ011	SVC-SWMAINT3-NT	NOC for Existing Software & Incremental Charge for Add AVL	1.00	Pcs	2,741.25	All	2,741.25
Reference: 10/1/2017-12/31/2017							
Qty : 1.00 PS: SPS00100866 SN: Ship date: 9/20/2017 SO: SO00045580 L#: 4.0000 PO: 209ZZ011 PO Line #: 0 Shipped To: 1221 Shakespeare - Missoula, MT - US							

Nontaxable	Taxable						
0.00	42,982.00						
Sales balance	Total discount	ght (Misc. Chgs)	Net amount	Sales tax	Round-off	Total Invoice Amount	
42,982.00	0.00	0.00	42,982.00	0.00	0.00	42,982.00 USD	
Payment per	10/20/2017						

We appreciate your business.



300 Crossways Park Drive
 Woodbury, NY 11797
 Phone: (516) 433-6100
 Fax: (516) 433-5088

CONFIDENTIAL QUOTATION

ATTN:	Eric Gabster	DATE:	August 22, 2017
COMPANY:	Missoula – Mountain Line	FAX:	
EMAIL:	egabster@mountainline.com	CD QUOTE #	209ZZ011
		QR # in CRM	03214
ADDRESS:	1221 Shakespeare Street Missoula, MT 59802	RE:	SW and Hosting Agreement
PHONE:	408-543-8386		

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Unit Price	Extended Price
Standard				
1	1	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses - 1/1/17 - 12/31/17	\$32,017	\$32,017
2	1	NOC for Existing Software & Incremental Charge for Add AVL - 1/1/17 - 12/31/17	\$10,965	\$10,965
			Total	\$42,982
Option Items				
3	1	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses - 1/1/18 - 12/31/18	\$32,977	\$32,977
4	1	NOC for Existing Software & Incremental Charge for Add AVL - 1/1/18 - 12/31/18	\$11,294	\$11,294
5	1	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses - 1/1/19 - 12/31/19	\$33,966	\$33,966
6	1	NOC for Existing Software & Incremental Charge for Add AVL - 1/1/19 - 12/31/19	\$11,633	\$11,633
7	1	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses - 1/1/20 - 12/31/20	\$34,985	\$34,985
8	1	NOC for Existing Software & Incremental Charge for Add AVL - 1/1/20 - 12/31/20	\$11,982	\$11,982

Payment Milestones: 100% upon receipt of PO

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CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

1.1 Software License

REQUIREMENT FOR END-USER LICENSE AGREEMENT

- Any entity procuring Clever Devices Ltd ("Clever Devices") licensed products which is not the end-user of the licensed product ("Non End-User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the End-User License Agreement (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End-User. Failure by a Non End-User to provide such a properly executed Clever Devices End-User License Agreement to Clever Devices shall make the Non End-User liable for any misappropriation or misuse of Clever Devices' products.

OBLIGATIONS OF NON END-USER PROCURING ENTITIES

- Non End-Users are granted the right to install the licensed products and to test their functionality in the End-User designated space or equipment. Non End-Users do not have licenses to otherwise use or operate Clever Devices' products and no other licenses or rights to use are provided or implied by this Agreement

1.2 General

- All Purchase Orders must be sent to the following email address:
customerPO@cleverdevices.com
- Prices are quoted in US\$ unless otherwise specified
- Prices do not include shipping, sales tax or duties, which will be added if applicable
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Three percent (3%) Annual Escalation will apply for shipments and services beyond 2017
- Clever Devices shall be paid for the items quoted above as follows:
 - Payment terms are Net 30 days, subject to prior approval of our Credit Department
 - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net 30 days from the date of shipment from Clever Devices, or when services rendered by Clever Devices are completed
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
 - Clever Devices' General Terms and Limits of Liability apply
- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and if available will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for

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components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product

- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair

1.3 CLEVER DEVICES' WARRANTY POLICY

Clever Devices' warranty obligations are limited to the terms set forth below:

1) NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

- a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
- b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge. Clever Devices will supply new replacement products for items found to be defective during the original warranty period.
- c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
- d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser. At the discretion of Clever Devices, limited quantities of restockable, unused product may be returned for credit. The product must be unused and in the original unopened containers. A 25% restocking fee will be charged and a credit will be issued only after the product has been received and inspected.
- e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician (d) to a product or a part that has been modified without the written permission of Clever Devices or (e) if any of Clever Devices' serial number has been removed or defaced, or (f) expendable or consumable parts, such as batteries and flashcards.
- f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

2) WARRANTY REPAIR POLICY

- a) A replacement or repaired product assumes the remaining warranty of the original product or 90 days, whichever provides longer coverage for the original purchaser.

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When a product is exchanged, any replacement product becomes the original purchaser's property and the replaced product becomes Clever Devices' property.

3) OBTAINING WARRANTY SERVICE

- a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
- b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
- c) The original purchaser assumes all cost in shipping the defective product to Clever Devices and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

Ship to:

Clever Devices Ltd.
Attn: Service Department RMA # _____
300 Crossways Park Drive
Woodbury, NY 11797

1.4 **CLEVER DEVICES RETURN AND EXCHANGE POLICY**

RETURNS

Clever Devices does not accept returns without a Returned Material Authorization. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivery carrier.

1.5 **CLEVER DEVICES NON-WARRANTY SERVICE POLICY**

1) NON-WARRANTY REPAIR POLICY

- a) Non-warranty repairs made by Clever Devices carry a limited repair warranty of 90 days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

2) FIELD SERVICE

- a) Field service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, hotel/motel rooms and Per Diem rates. Contact Clever Devices for current Per Diem rates.

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GENERAL FIELD SERVICE RATES:

Transportation	Actual cost* using commercial coach or business class air, first class rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport.
Mileage Allowance	IRS allowable rates + Clever Devices' allowable burdens.
Personal Expenses	Per Diem rates
Basic Rates	150.00** per hour for actual time in customer's plant, plus a flat rate for round-trip travel time.
Miscellaneous	Actual charges for other necessary items such as tolls, parking and freight charges*.

* Charges may be subject to a 12% administrative fee.

** Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved.

3) NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR

Product received for repair that were not manufactured or supplied by Clever Devices will be logged in and Clever Devices will require that the customer supply us with their shipper number in order to return the product. Such product will be held for a period of up to 90 days and will then be subject to discard, unless alternative arrangements have been agreed to in advance.

XXXXXXXXXX

Tony Kendell
Strategic Account Manager
Transit Matters Here
516-949-6316

nw



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
Date: November 2, 2017

Subject: Bus Lift Installation Contract

Attachments

1. 9/25/17 Quote from NW Lift & Equipment

Recommendation: Approve the purchase of construction and installation services for a Stertil-Koni ECO lift from Northwest Lift & Equipment for a price of \$78,135, plus a 3% contingency.

Discussion: At the August meeting, the Board approved the purchase of a Stertil-Koni ECO lift from Northwest Lift & Equipment of Portland, OR for a price of \$103,305, and the purchase of construction and installation services from Northwest Lift & Equipment for a price of \$70,000. In developing the contracts, it was determined that additional provisions needed to be added that would increase the cost of construction and installation by a significant amount. These include: 1) compliance with Davis Bacon and Montana Prevailing Wage laws, 2) a 100% performance bond, and 3) a 50% payment bond. Performance and payment bonds are required by the FTA for all construction contracts greater than \$150,000, and are standard practice for City of Missoula construction projects.

This was a two-part procurement, with separate processes for the lift equipment and the construction/installation. For the lift equipment, we made use a State of Montana cooperative purchasing contract with Northwest Lift & Equipment, LLC.

However, construction and installation services were not covered in the State contract, so we had to procure these services separately. Staff determined it would be in the best interest of the agency to award the construction and installation contract to Northwest Lift & Equipment on a sole-source basis. Due to the complexity and magnitude of the project, we expect there to be significant duplication costs involved with selecting another firm for these services. A cost analysis was performed on this proposal, using information from a competitive procurement for a similar item, and on this basis the offered price was determined to be fair and reasonable.

Financial Impact: This purchase will use Federal Section 5339 funding, which requires a 20 percent match of local funds. The local match is included in the capital reserve funds.



Northwest Lift & Equipment LLC

5075 SW River Road Hillsboro, OR 97123

Office: 503-515-8161

Cell: 503-267-1498

September 25, 2017

Missoula Urban Transportation District
Attn: Vince Caristo

Re: Stertil-Koni ECO lift and pit construction

Dear Vince,

Thank you for choosing Northwest Lift & Equipment for your equipment needs. Per your request, we are pleased to quote our Stertil-Koni ECO lift per the NASPO (Montana State) contract #05316 as follows:

1—**ECO 60-17** In-ground lift with 30,000 lbs. capacity per mechanism, a total of 60,000 lbs. capacity, 17-foot travel range, a wheelbase range of 114" – 318", and our patented Ebright Smart Control System on a 7" LED screen. Unit includes extruded aluminum covers, cover plates, and bridge brackets.

YOUR NASPO COST: \$ 94,272.00

Options & Accessories:

- ECO 35ft. wired remote pendant with military style quick disconnect:
YOUR NASPO COST: \$ 2,976.00
- Automatic Wheel Base Positioning:
YOUR NASPO COST: \$ 4,961.00
- Adapter Stand:
YOUR NASPO COST: \$ 1,096.00

Total Equipment Cost: \$ 103,305.00

Installation of unit (excluding electrical): \$ 11,500.00

Equipment is quoted FOB your location. Includes all anchors, shims, and tools required to install per factory requirements. Unit will be load tested using customer supplied vehicle. All personnel will be trained on safe and correct operation of lift. Facility personnel will be trained on troubleshooting and maintenance of equipment. Terms are Net 30. Delivery is approximately 60-90 days ARO.

Construction of new pit (directly with NW Lift): \$ 60,500.00

Construction of a 17ft travel range Stertil-Koni ECO pit will include removal of existing lift, saw cutting, excavating, backfill, concrete work, plumbing, and electrical work per site specific drawings. Price does not include any applicable use or sales tax, permits, bonding, or soil remediation if required. Pricing based off a good-faith closure of existing pit. Per local regulations, Davis-Bacon wages will be paid to all contractors, subcontractors, and employees as applicable for this project. Construction terms are ½ paid prior to commencement of work, ½ paid upon completion of pit.

TOTAL CONTRACT PRICE: \$ 175,305.00

Cost of 100% Performance Bond and 50% Payment Bond based off Total Contract Price: \$ 6,135.00

Vince, thank you for your interest in our Stertil-Koni products. Should you require further information, please do not hesitate to contact us at 503-267-1498 or Kayla@nwlift.com.

Sincerely,

Kayla D Fay
Kayla Fay

Northwest Lift & Equipment LLC



Board Staff Report

To: Board of Directors
From: Jeff Logan, Operations Manager
Date: November 2, 2017

Subject: Disposal of Surplus Cutaway

Recommendation: Authorize the General Manager to dispose of paratransit cutaway #110 that is inoperable and past its useful life.

Discussion: In 2009 MUTD purchased this cut-away vehicle (VIN 1FDXE45P57DA13659) with federal funds for the purpose of providing curb-to-curb paratransit services. The cutaway had a useful life of 5-years or 100,000 miles. This vehicle is three years past its Useful Life Benchmark and is in poor condition with no usable life remaining.

Staff cannot estimate the scrap value of vehicle 110. The Board Purchasing Policy calls for the Board of Directors to approve the disposal of equipment. Staff is seeking approval to dispose of this vehicle for the scrap value.

Attachments

1. None



MUTD Board Staff Report

To: Board of Directors
From: Dorothy Magnusen, Finance & Administrative Manager
Date: November 2, 2017

Subject: Revised June 2017 Financial Statements.

Recommendation: The Board receives the revised Unaudited June 2017 Financial Statements.

Attachments

1. Financial Statements

Discussion: The June Financial Statements have been revised to reflect changes in property tax revenue, depreciation, and other minor changes. The property tax mill levy rate request was confirmed with the County prior to the first draft. Since then we have received new information.

Andrew Czorny, Missoula County CFO, contacted staff about a calculation error in the mill levy determination, which resulted in additional property tax revenue being collected for MUTD. The excess taxes of \$669,140 were moved to the deferred revenue account. The excess collected includes \$237,027 from FY2016 and \$432,114 from FY2017. The excess tax revenues will be earned over a two-year period.

The FY2017 Change in Net Position before depreciation is \$1,414,269 and \$659,059 after depreciation. The Total Net Position is \$14,754,060 compared to the previous report of \$15,442,185 (after depreciation). A difference of \$688,125, which is primarily the property tax adjustment.

The cash reserve accounts and the net position reserves have been reallocated based on current uses and contributions. The Capital Reserves are \$1,583,611 and will fund capital needs through FY2018 and into the near future. The Capital Reserves include 9% of the voter mill levy funds. The Operating Reserves are \$1,977,360 and have been reduced to reflect the excess property taxes collected. The adjusted balance shows \$4,072,851 in collections and \$2,095,491 in usage.

Statement of Revenues, Expenses, and Changes in Net Position

- The June 2017 financial statements show a net change in position after Federal Capital Contributions and depreciation of \$659,059.
- The Federal Capital Contribution for June 2017 is \$68,722 compared to June 2016 of \$97,740. This activity is based on capital purchases through federal and state grants, and it will fluctuate from year-to-year.

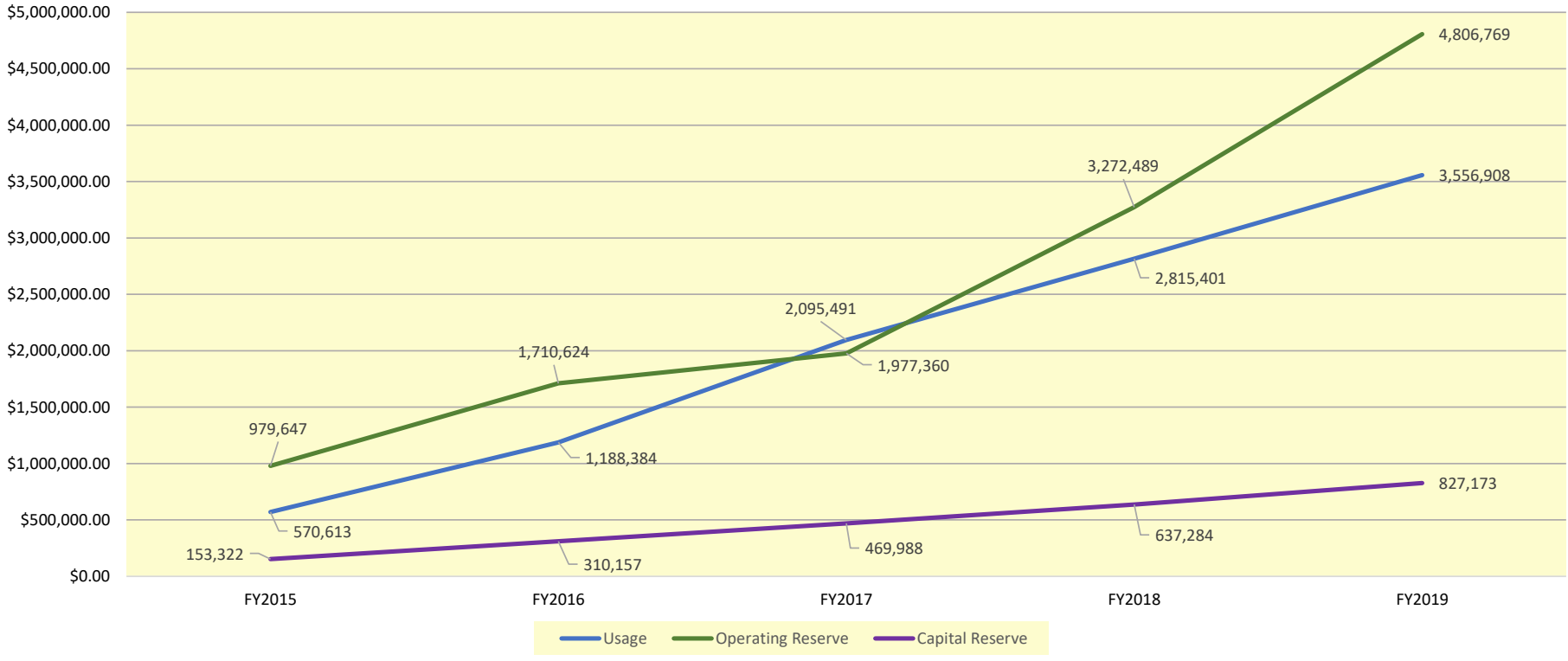
- Total Operating Revenue is 2.23% less than the budget. This is primarily due to the changes in Property Taxes.
- The expenses are 3.63% less than the budget. The following chart is organized by expense categories. The Transfer Center is \$13,417 more than budget due to the security expenses. The travel and meetings is \$6,535 more than budget primarily due to staff travel for trainings. Professional Services is \$57,960 below the budget. The consulting services that were planned were not accessed during the year. The Marketing and Promotion is \$33,679 less than the budget primarily due to less consulting services.

Description	12 Mo Ending June Actual	Annual Budget	Variance Actual vs YTD Budget
Expenses:			
Compensation	4,511,479	4,614,010	-2.27%
General	473,080	561,310	-18.65%
Maintenance	682,944	675,365	1.11%
Transfer Center	92,192	78,775	14.55%
Total Expenses	5,759,695	5,929,460	-3.21%
Admin Only Expenses:			
Travel and Meetings	30,335	23,800	27.46%
Professional Services	87,040	145,000	-39.97%
Total Admin Only Expenses	117,375	168,800	-30.46%
Depreciation	755,210	0	NA
Total Expenses	6,632,280	6,098,260	8.05%

	A	B	C	D	E
1	Missoula Urban Transportation District				
2	Statements of Net Position				
3	Unaudited June, Fiscal Years 2017 and 2016				
4	(After Depreciation)				
5			FY 2017		FY 2016
6					
7	ASSETS				
8					
9	Current Assets:				
10	Cash - Missoula County Treasurer		4,014,735		3,238,758
11	Cash - Other		1,548		22,960
12	Fleet Replacement Funds <i>(Local Match)</i>		1,583,611		959,019
13	Operating Funds <i>(Mill Levy)</i>		1,977,360		1,667,167
14	Accounts Receivable		2,301,814		2,167,096
15	Accounts Receivable - Property Taxes		261,202		152,654
16	Prepaid Expenses		27,489		23,086
17			<u>10,167,759</u>		<u>8,230,740</u>
18	Total Current Assets				
19					
20	Inventory:				
21	Fuel & Lubricant		7,711		6,983
22	Materials & Supplies		182,601		155,633
23	Tires & Tubes		15,156		16,375
24			<u>205,468</u>		<u>178,991</u>
25	Total Inventory				
26					
27	Capital Assets at Cost:				
28	Buildings		5,845,874		5,840,374
29	Equipment - Fixed Route Transportation		9,437,696		9,414,948
30	Equipment - Paratransit Transportation		795,569		795,569
31	Equipment - Shop		115,876		115,876
32	Furniture & Fixtures		1,118,195		1,038,243
33	Land		80,909		80,909
34			<u>17,394,119</u>		<u>17,285,920</u>
35	Total Capital Assets at Cost				
36	Less: Accumulated Depreciation		-11,642,297		-10,887,086
37			<u>5,751,823</u>		<u>6,398,833</u>
38	Net Capital Assets				
39					
40					
41					
42	Total Assets		<u>16,125,050</u>		<u>14,808,564</u>
43					
44					
45	LIABILITIES				
46					
47	Current Liabilities:				
48	Accounts Payable		176,323		200,661
49	Warrants Payable		14,149		40,307
50	Accrued Salaries & Wages		80,369		59,468
51	Deferred Revenue		708,891		39,750
52			<u>979,731</u>		<u>340,187</u>
53	Current Liabilities				
54					
55	Noncurrent Liabilities:				
56	Post Employment Benefit		115,198		98,469
57	Vacation & Sick Leave		276,060		274,908
58			<u>391,258</u>		<u>373,377</u>
59	Total Noncurrent Liabilities				
60					
61					
62	Total Liabilities		1,370,989		713,563
63					
64	NET POSITION				
65					
66	Net Position:				
67	Invest in Capital Assets		5,751,823		6,398,833
68	Fleet Replacement Funds <i>(Local Match)</i>		1,583,611		959,019
69	Operating Funds <i>(Mill Levy)</i>		1,977,360		1,667,167
70	Capital/Operating Funds <i>(To be allocated to reserves 7/1/2017)</i>		4,782,207		3,847,403
71	Net Position Current Year		659,059		1,222,579
72			<u>14,754,060</u>		<u>14,095,001</u>
73	Total Net Position				
74					
75					
76	Total Liabilities & Net Position		<u>16,125,050</u>		<u>14,808,564</u>
77					

	A	B	C	E	F	G	H	J	K
1	Missoula Urban Transportation District								
2	Unaudited Statement of Revenues, Expenses and Changes in Net Position								
3	For the Years Ended June 30, 2017 and 2016								
4	Summary								
5	(After Depreciation)								
6									
7									
8									
9									
10									
11									
12	Operating Revenues:								
13	Passenger Fares		0	0		NA	-38	0	NA
14	Property Taxes		4,581,468	4,848,810		-5.51%	4,946,112	3,348,760	47.70%
15	Federal/State Operating Assistance		2,277,540	2,271,975		0.24%	2,439,351	2,554,000	-4.49%
16	Other Revenues		363,610	266,900		36.23%	333,136	253,900	31.21%
17									
18	Total Operating Revenues		7,222,618	7,387,685		-2.23%	7,718,561	6,156,660	25.37%
19									
20	Operating Expenses:								
21	Operations		3,930,307	4,035,015		-2.59%	3,693,574	3,859,675	-4.30%
22	Maintenance		779,483	796,130		-2.09%	800,702	826,075	-3.07%
23	General and Administrative		1,167,280	1,267,115		-7.88%	1,054,301	1,264,910	-16.65%
24									
25	Total Operating Expenses		5,877,070	6,098,260		-3.63%	5,548,577	5,950,660	-6.76%
26									
27									
28	Operating Gain/(Loss)		1,345,548	1,289,425		4.35%	2,169,984	206,000	953.39%
29									
30	Special Projects:								
31									
32									
33									
34									
35	Transfer Center Remodel		0	55,000		-100.00%	5,600	0	NA
36									
37	Uniforms		0	0		NA	19,817	31,000	-36.07%
38									
39	Total Special Projects		0	55,000		-100.00%	25,417	31,000	-18.01%
40									
41									
42	Gain/(Loss) After Special Projects		1,345,548	1,234,425		9.00%	2,144,566	175,000	1125.47%
43									
44	Less Reserve Contributions:								
45	Additions to Capital		0	-175,000		NA	0	-175,000	NA
46	Additions to Operating Reserves		0	-1,059,425		NA	0	0	NA
47									
48	Total Reserve Contributions		0	-1,234,425		NA	0	-175,000	NA
49									
50									
51	Gain/(Loss) After Reserve Contributions		1,345,548	0		NA	2,144,566	0	NA
52									
53									
54	Plus Additional Funding Sources:								
55	Federal Capital Contributions		68,722	0		NA	97,740	0	NA
56	Board Approved Reserves								
57									
58	Total Additional Funding Sources		68,722	0		NA	97,740	0	NA
59									
60	Less Depreciation		-755,210			NA	-1,019,727		NA
61									
62	Change in Net Position		659,059	0		NA	1,222,579	0	NA
63									
64									

Operating and Capital Reserves FY2015 - FY2019





MUTD Board Staff Report

To: Board of Directors
From: Dorothy Magnusen, Finance & Administrative Manager
Date: November 2, 2017

Recommendation: Approve the Revised FY2018 Budget.

Discussion: The Fiscal Year 2018 budget has been revised to reflect the change in Property Tax Revenue.

The property tax revenue was approved at \$5,461,625. The revised budget is \$5,436,910, which is \$24,715 less.

The additions to operating reserve was approved at \$1,319,845. The revised budget is \$1,295,130, which is \$24,715 less.

All other line items remain the same as the approved budget.

Attachments

1. Revised FY2018 Budget

	A	C	E	G	H	J	K	L
1	Missoula Urban Transportation District							
2	Fiscal Year 2018 Budget - Revised October 2017							
3	Summary							
4								
5								
6								
7		FY 2016	Fiscal Year 2017			FY 2018		
8		12 Mo Ending	12 Mo Ending		Variance			
9		June 2016	June 2017	Annual	Actual vs			
10	Description	Actual	Actual	Budget	YTD Budget	Approved	Revised	Difference
11								
12	Operating Revenues:							
13	Paratransit Assistance - MDT	0	20,000	20,000	0.00%	20,000	20,000	0
14	Property Taxes	4,946,112	4,581,468	4,848,810	-5.51%	5,461,625	5,436,910	-24,715
15	Federal Operating Assistance	2,439,351	2,250,193	2,271,975	-0.96%	2,205,165	2,205,165	0
16	Other Revenues	333,098	370,957	246,900	50.25%	382,765	382,765	0
18	Total Operating Revenues	7,718,561	7,222,618	7,387,685	-2.23%	8,069,555	8,044,840	-24,715
19								
20	Operating Expenses:							
21	Operations	3,693,574	3,930,307	4,035,015	-2.59%	4,306,545	4,306,545	0
22	Maintenance	800,702	779,483	796,130	-2.09%	844,420	844,420	0
23	General and Administrative	1,054,301	1,167,280	1,267,115	-7.88%	1,368,745	1,368,745	0
25	Total Operating Expenses	5,548,577	5,877,070	6,098,260	-3.63%	6,519,710	6,519,710	0
26								
28	Operating Gain/(Loss)	2,169,984	1,345,548	1,289,425	4.35%	1,549,845	1,525,130	-24,715
29								
30	Special Projects:							
31	Uniforms	19,817	0	0	NA	0	0	0
32	Transfer Center Remodel	5,600	0	55,000	-100.00%	55,000	55,000	0
34	Total Special Projects	25,417	0	55,000	-100.00%	55,000	55,000	0
35								
37	Gain/(Loss) - After Special Projects	2,144,567	1,345,548	1,234,425	9.00%	1,494,845	1,470,130	-24,715
38								
39	Less Reserve Contributions:							
40	Additions to Capital	0	0	-175,000	NA	-175,000	-175,000	0
41	Additions to Operating Reserves	-1,222,579	0	-1,059,425	NA	-1,319,845	-1,295,130	24,715
43	Total Reserve Contributions	-1,222,579	0	-1,234,425	NA	-1,494,845	-1,470,130	24,715
44								
45	Plus Additional Funding Sources:							
46	Federal Capital Contributions	97,740	68,722	0	NA	0	0	0
49	Total Additional Funding Sources	97,740	68,722	0	NA	0	0	0
50								
51	Less Depreciation	-1,019,727	-755,210	0	NA			
52								
54	Change in Net Position	0	659,060	0	NA	0	0	0
55								
56								



MUTD Board Staff Report

To: Board of Directors

From: Dorothy Magnusen, Finance & Administrative Manager

Date: November 2, 2017

Subject: September 2017 Financial Statements and Ridership Reports

Attachments

1. Financial Statements
2. Ridership Reports

Recommendation: The Board receives the September 2017 Financial Statements and Ridership Reports.

Discussion:

The budget has been modified to reflect the revised budget for Property Tax Revenue and Additions to Operating Reserves, both line items are \$24,715 less than the original budget. The reserve reallocation, based on the Reserve Policy, has been postponed until the Pro Forma has been updated and the Finance Committee has an opportunity to review different scenarios.

Statement of Net Position

- Capital Reserves of \$1,606,785 is the local match for capital purchases and includes the minimum board reserve requirement of \$250,000. The FY18 annual contribution to capital reserve is \$175,000.
- Operating Reserve of \$2,301,143 is funded from the mill levy for future operations. The FY18 annual contribution to operating reserves is \$1,295,130.
- The net position of \$15,227,576 includes Capital/Operating Funds of \$3,907,928 and Unrestricted of \$5,342,502, which is available for reserve allocations.

Statement of Revenues, Expenses, and Changes in Net Position

- The September 2017 financial statements show a net change in position before Federal Capital Contributions of \$67,682.
- The Federal Capital Contribution for September 2017 is \$38,301 compared to September 2016 of \$1,447. This activity is based on capital purchases through federal and state grants, and it will fluctuate from year-to-year.
- Total Operating Revenue is 0.24% more than the budget.
- The expenses are 3.86% less than the budget. The following chart is organized by expense categories.

Description	3 Mo Ending Sept Actual	YTD Budget	Annual Budget	Variance Actual vs YTD Budget
Expenses:				
Compensation	1,180,430	1,220,251	4,881,000	-3.37%
General	131,364	147,454	589,815	-12.24%
Maintenance	182,334	184,412	737,655	-1.14%
Transfer Center	26,956	29,028	116,110	-7.69%
Total Expenses	1,521,084	1,581,145	6,324,580	-3.95%
Admin Only Expenses:				
Travel and Meetings	5,365	8,250	33,000	-34.97%
Professional Services	40,533	40,533	162,130	0%
Total Admin Only Expenses	45,898	48,783	195,130	-6.29%
Total Expenses	1,566,982	1,629,928	6,519,710	-3.86%

Ridership Report

- The Fixed Route ridership for September 2017 is 132,060 compared to 134,678 in September 2016. The annual ridership for FY2018 is 8,174 less than FY2017.
- The ADA ridership for September 2017 is 2,034 compared to 1,657 in September 2016. The annual ridership for FY2018 is 687 more than FY2017.
- The Senior Van for September 2017 is 422 compared to 741 in September 2016. The annual ridership for FY2018 is 340 less than FY2017.

Missoula Urban Transportation District

Financial Statements

September 2017



	A	B	C	D	E
1	Missoula Urban Transportation District				
2	Statements of Net Position				
3	September, Fiscal Years 2018 and 2017				
4					
5					
6			FY 2018		FY 2017
7					
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Missoula Urban Transportation District
Statement of Revenues, Expenses and Changes in Net Position
For the Years Ended June 30, 2018 and 2017
Summary

	3 Mo Ending Sept 2017 Actual	YTD Budget	Annual Budget	Variance Actual vs YTD Budget	3 Mo Ending Sept 2016 Actual	YTD Budget	Annual Budget	Variance Actual vs YTD Budget
Operating Revenues:								
Property Taxes	1,359,228	1,359,228	5,436,910	0.00%	1,212,203	1,212,203	4,848,810	0.00%
Federal/State Operating Assistance	558,166	558,166	2,232,665	0.00%	571,238	567,994	2,271,975	0.57%
Other Revenues	98,554	93,816	375,265	5.05%	74,079	66,725	266,900	11.02%
Total Operating Revenues	2,015,947	2,011,210	8,044,840	0.24%	1,857,520	1,846,921	7,387,685	0.57%
Operating Expenses:								
Operations	1,030,865	1,076,636	4,306,545	-4.25%	940,592	1,008,754	4,035,015	-6.76%
Maintenance	193,378	211,105	844,420	-8.40%	212,675	199,033	796,130	6.85%
General and Administrative	342,740	342,186	1,368,745	0.16%	292,539	316,779	1,267,115	-7.65%
Total Operating Expenses	1,566,982	1,629,928	6,519,710	-3.86%	1,445,805	1,524,565	6,098,260	-5.17%
Operating Gain/(Loss)	448,965	381,283	1,525,130	17.75%	411,715	322,356	1,289,425	27.72%
Special Projects:								
Bus Stop Master Plan	0	0	0	NA	0	0	0	NA
Recruitment	0	0	0	NA	0	0	0	NA
Paratransit Planning	0	0	0	NA	0	0	0	NA
TDM Study - ASUM/UM/City/MUTD	0	0	0	NA	0	0	0	NA
Transfer Center Remodel	13,750	13,750	55,000	0.00%	13,750	13,750	55,000	0.00%
Transit Summits	0	0	0	NA	0	0	0	NA
Uniforms	0	0	0	NA	0	0	0	NA
Total Special Projects	13,750	13,750	55,000	0.00%	13,750	13,750	55,000	0.00%
Gain/(Loss) After Special Projects	435,215	367,533	1,470,130	18.42%	397,965	308,606	1,234,425	28.96%
Less Reserve Contributions:								
Additions to Capital	-43,750	-43,750	-175,000	NA	-43,750	-43,750	-175,000	NA
Additions to Operating Reserves	-323,783	-323,783	-1,295,130	NA	-264,855	-264,856	-1,059,425	NA
Total Reserve Contributions	-367,533	-367,533	-1,470,130	NA	-308,605	-308,606	-1,234,425	NA
Gain/(Loss) After Reserve Contributions	67,682	0	0	NA	89,360	0	0	NA
Plus Additional Funding Sources:								
Federal Capital Contributions	38,301	0	0	NA	1,447	0	0	NA
Total Additional Funding Sources	38,301	0	0	NA	1,447	0	0	NA
Change in Net Position	105,983	0	0	NA	90,807	0	0	NA

Missoula Urban Transportation District

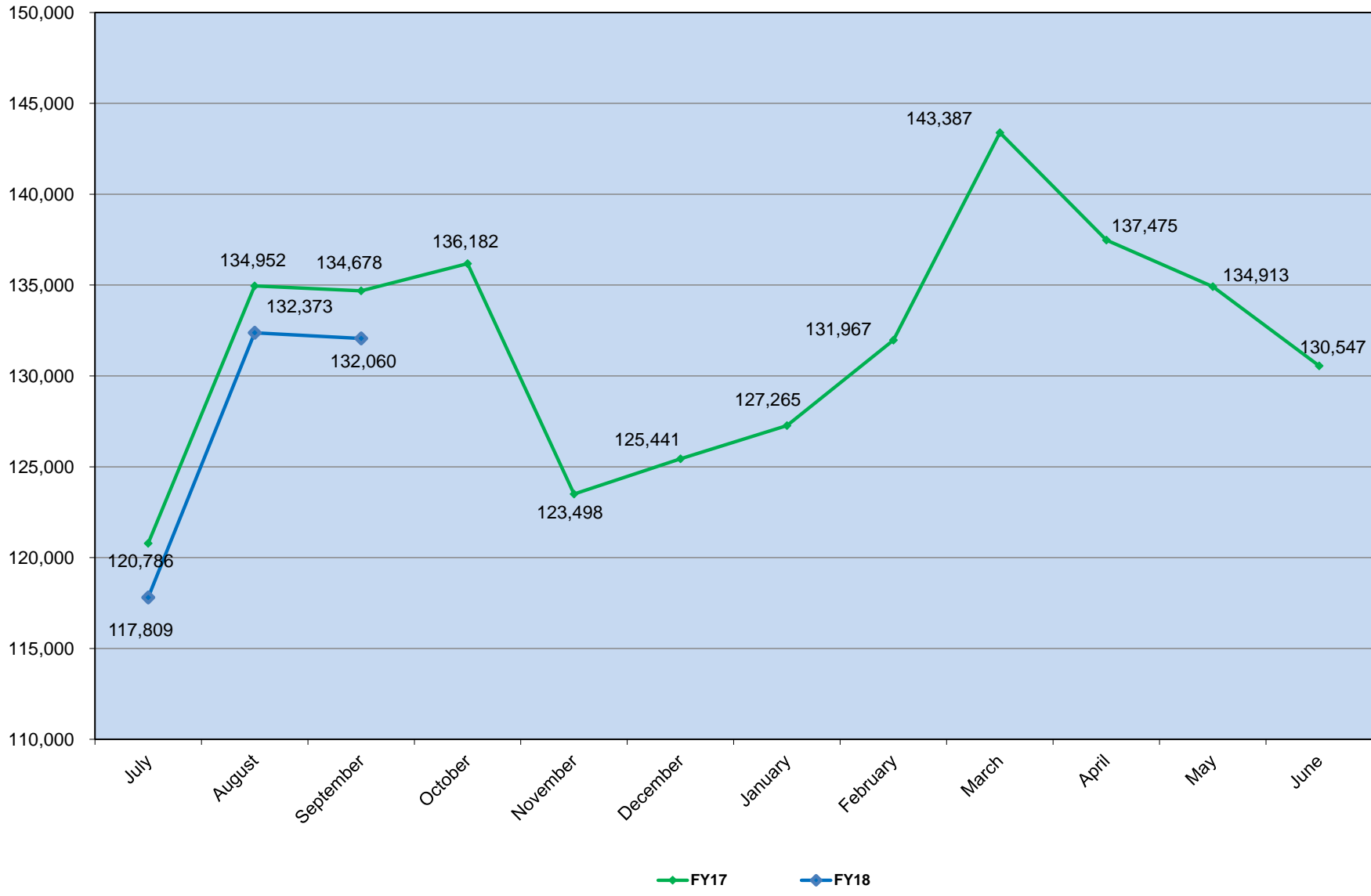
Ridership Reports

September 2017



	A	B	E	H	I	J	AL	AM	AN
1	Missoula Urban Transportation District								
2	FY2018 Fixed Route Statistics								
3							YTD	YTD	
4		July	Aug	Sept	Sept	Increase	Total	Total	Increase
5		2017	2017	2017	2016	(Decrease)	FY18	FY17	(Decrease)
6	Passenger Information								
7									
8	Weekday	108,280	124,223	121,040	126,783	(5,743)	353,543	366,725	(13,182)
9	Saturday	8,895	7,168	9,510	7,895	1,615	25,573	23,691	1,882
10	Passengers	117,175	131,391	130,550	134,678	(4,128)	379,116	390,416	(11,300)
11									
12	Average Weekday Ridership	5,414	5,401	6,052	6,037	15	5,612	5,730	(118)
13	Average Saturday Ridership	1,779	1,792	1,902	1,974	(72)	1,827	1,822	5
14									
15	Service Information								
16									
17	Weekdays	20	23	20	21	(1)	63	64	(1)
18	Saturdays	5	4	5	4	1	14	13	1
19	UM Days	19	1	20	23	(3)	40	48	(8)
20									
24	Weekday Revenue Hours	3,700	4,278	3,740	4,426	(686)	17,577	13,489	4,088
25	Saturday Revenue Hours	275	220	275	259	16	2,310	843	1,467
26	Revenue Hours	3,975	4,498	4,015	4,685	(670)	19,887	14,332	5,555
27									
31	Weekday Revenue Mileage	52,040	60,053	52,060	55,898	(3,838)	163,926	170,355	(6,429)
32	Saturday Revenue Mileage	3,890	3,124	3,920	3,287	633	10,892	10,683	209
33	Less Training, Test Driving & Spec Serv Mileage	(138)	(137)	(198)	0	(198)	(473)	0	(473)
34	Less Failure Miles	(50)	(33)	(15)	(5)	(10)	(97)	(26)	(71)
35	Revenue Miles	55,743	63,007	55,767	59,180	(3,413)	174,248	181,012	(6,764)
36									
37	Vehicle Miles	62,310	69,309	60,348	63,749	(3,401)	191,967	194,555	(2,588)
38									
39	Revenue Miles per Revenue Hour	14.02	14.01	13.89	12.63	1.26	8.76	12.63	(3.87)
40									
41	Passengers per Mile	2.10	2.09	2.34	2.28	0.06	2.18	2.16	0.02
42	Passengers per Hour	29.48	29.21	32.52	28.75	3.77	19.06	27.24	(8.18)
49									
50	Financial Information								
56									
57	Operating Expense per Revenue Mile	\$ 10.86	\$ 9.22	\$ 9.91	\$ 8.65	\$ 1.26	\$ 9.98	\$ 8.79	\$ 1.19
58	Operating Expense per Revenue Hour	\$ 152.23	\$ 129.13	\$ 137.62	\$ 109.32	\$ 28.30	\$ 87.42	\$ 111.08	\$ (23.66)
59	Operating Expense per Passenger Trip	\$ 5.16	\$ 4.42	\$ 4.23	\$ 3.80	\$ 0.43	\$ 4.59	\$ 4.08	\$ 0.51
60									

Missoula Urban Transportation District Fixed Route Ridership



**Missoula Urban Transportation District
Fixed Route Monthly Ridership History 1978 - 2018
APC Data Beginning FY2016**

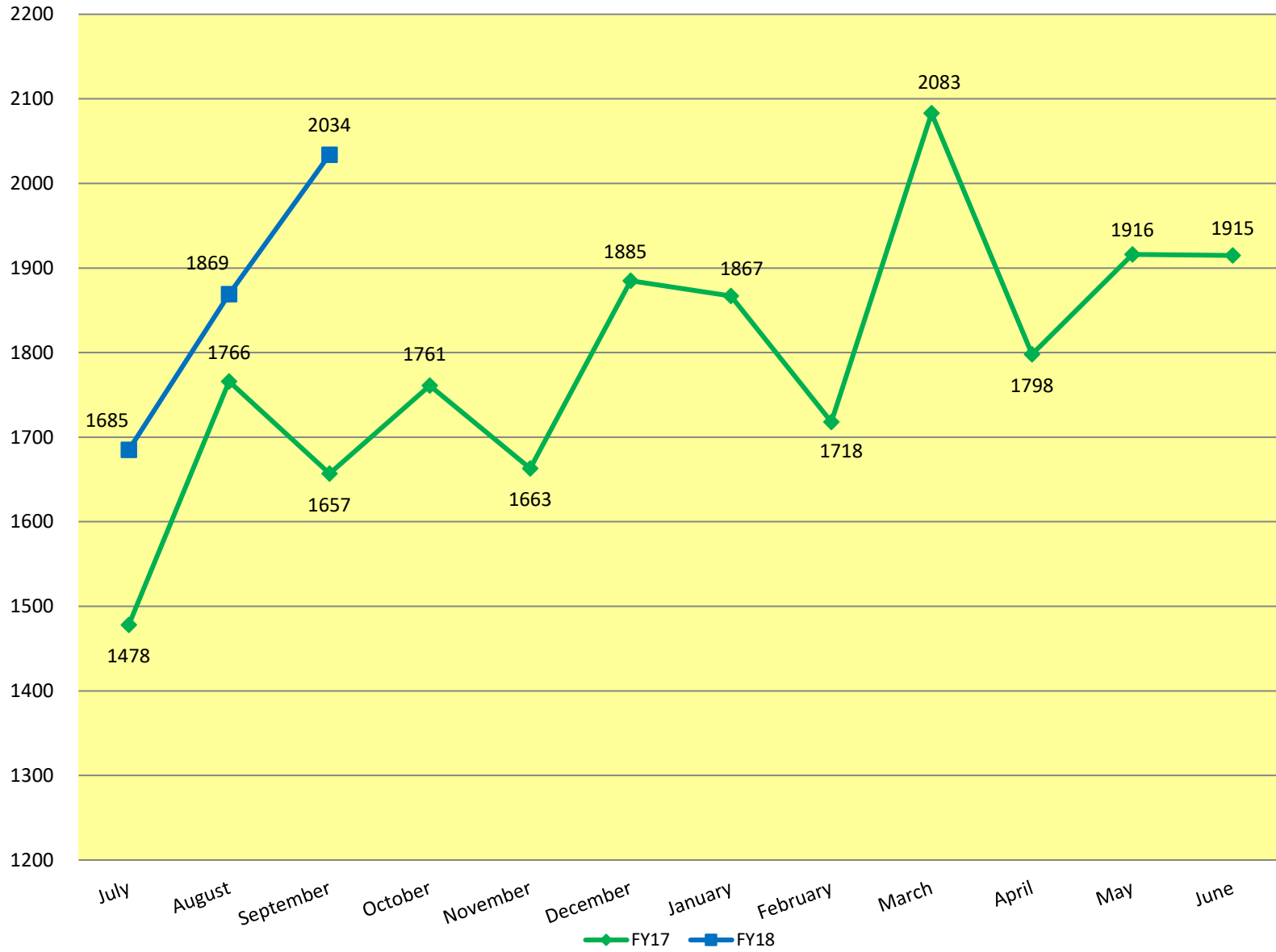
Fiscal Year	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
1978						6,072	13,366	10,491	11,382	8,881	18,218	30,183	98,593	
1979	20,610	26,005	23,790	29,434	40,037	44,347	58,609	52,080	46,703	43,969	43,461	36,338	465,383	
1980	34,710	38,657	36,178	51,724	58,365	62,038	83,266	72,460	57,066	57,077	41,082	39,553	632,176	35.84%
1981	35,251	31,934	42,973	54,900	50,580	57,588	67,309	66,827	65,834	63,393	52,725	47,841	637,155	0.79%
1982	38,388	35,523	40,464	50,898	49,781	63,026	75,230	73,734	70,361	56,208	48,523	41,120	643,256	0.96%
1983	33,761	33,774	38,845	50,686	54,388	60,818	65,174	56,552	55,296	50,097	46,641	43,787	589,819	-8.31%
1984	38,040	41,430	47,462	52,016	53,859	66,575	82,799	60,367	56,658	51,627	49,201	36,958	636,992	8.00%
1985	32,285	34,272	39,132	52,809	50,447	49,552	62,738	55,560	47,873	46,977	42,388	29,840	543,873	-14.62%
1986	28,215	32,730	33,908	47,400	45,673	51,208	58,803	49,661	42,981	42,007	40,778	33,428	506,792	-6.82%
1987	34,660	35,711	37,490	51,060	50,341	55,039	62,791	56,898	52,856	47,536	42,054	37,319	563,755	11.24%
1988	33,883	36,300	34,822	43,367	45,849	49,840	64,461	52,782	51,956	46,668	42,908	36,977	539,813	-4.25%
1989	32,043	36,980	37,807	41,646	45,137	46,140	59,008	49,625	53,553	45,864	43,084	37,321	528,208	-2.15%
1990	32,039	34,784	37,382	44,943	46,449	46,799	55,143	46,713	46,835	41,576	45,595	34,190	512,448	-2.98%
1991	30,251	32,662	38,456	54,658	56,448	46,626	74,539	60,047	53,968	52,426	48,160	35,278	583,519	13.87%
1992	32,282	36,503	33,657	54,032	59,496	52,808	64,245	57,002	52,300	52,154	46,977	35,712	577,168	-1.09%
1993	30,399	27,529	38,189	40,659	39,880	43,394	43,890	48,467	48,170	53,365	33,226	30,606	477,774	-17.22%
1994	28,277	43,652	41,008	40,230	44,153	43,094	40,839	43,551	47,626	47,116	44,299	35,472	499,317	4.51%
1995	33,952	42,380	45,479	46,369	50,902	49,304	51,452	49,725	54,992	46,197	42,446	36,099	549,297	10.01%
1996	31,821	35,293	45,430	46,894	48,873	49,850	48,065	63,983	60,544	47,728	46,603	33,077	558,161	1.61%
1997	34,148	33,968	46,780	53,983	51,438	58,998	54,180	61,778	59,652	60,573	49,746	50,029	615,273	10.23%
1998	51,524	47,026	52,554	59,432	50,548	58,943	53,197	58,920	57,842	60,762	49,176	51,565	651,489	5.89%
1999	55,658	49,811	58,525	61,466	52,169	56,300	51,104	60,077	64,575	63,749	51,841	53,118	678,393	4.13%
2000	52,016	53,775	60,950	61,706	56,148	58,399	53,905	65,112	63,498	59,932	56,832	51,076	693,349	2.20%
2001	48,627	55,562	58,403	63,618	58,389	58,010	55,638	64,809	64,385	61,509	58,987	52,198	700,135	0.98%
2002	49,181	53,808	55,756	68,788	61,550	59,033	58,832	64,204	64,005	67,951	59,530	47,369	710,007	1.41%
2003	48,105	48,363	50,954	63,041	53,809	54,759	54,174	61,246	61,892	62,189	55,107	47,582	661,221	-6.87%
2004	49,853	47,413	56,757	61,539	54,138	58,440	56,833	61,990	66,692	61,051	51,380	52,195	678,281	2.58%
2005	50,683	50,568	54,578	56,485	52,355	50,600	50,369	53,254	59,201	60,877	52,125	53,368	644,463	-4.99%
2006	47,384	53,325	59,643	60,294	58,512	57,147	57,526	61,658	66,412	61,313	55,963	56,052	695,229	7.88%
2007	50,603	60,905	62,089	66,894	64,744	57,293	64,747	61,844	64,453	63,613	61,205	56,853	735,243	5.76%
2008	56,130	64,638	56,645	68,167	63,394	58,729	71,600	74,959	69,203	77,519	65,998	68,234	795,216	8.16%
2009	73,854	73,502	72,918	76,187	59,577	62,596	69,040	74,024	72,771	69,494	61,184	63,984	829,131	4.26%
2010	63,155	58,136	66,870	72,825	60,875	66,163	64,829	70,950	72,598	72,920	60,883	61,449	791,653	-4.52%
2011	61,259	64,259	70,153	71,889	67,856	72,845	73,696	80,896	90,857	70,320	70,466	71,105	865,601	9.34%
2012	69,584	77,705	76,591	79,173	78,214	72,366	78,396	86,593	88,538	73,082	73,584	70,643	924,469	6.80%
2013	67,267	71,082	68,326	82,565	71,606	66,206	78,279	80,474	82,970	76,511	74,527	66,236	886,049	-4.16%
2014	69,541	73,403	74,437	82,945	71,337	67,868	75,357	81,465	87,142	78,268	71,355	68,048	901,166	1.71%
2015	75,204	72,738	77,044	85,778	68,844	72,650	96,173	100,122	111,202	111,607	100,686	102,574	1,074,622	19.25%
2016	128,359	118,852	131,482	137,022	116,186	127,789	119,797	135,427	143,765	128,430	128,254	130,910	1,546,273	43.89%
2017	120,786	134,952	134,678	136,182	123,498	125,441	127,265	131,967	143,387	137,475	134,913	130,547	1,581,091	2.25%
2018	117,809	132,373	132,060										382,242	-2.09%
Average														
'78 - Cur	50,540	53,307	56,767	62,146	58,611	59,117	64,917	65,457	65,800	62,000	56,553	52,406	707,621	

Total Passengers Through Current Month **28,184,095**

= Highest year by month

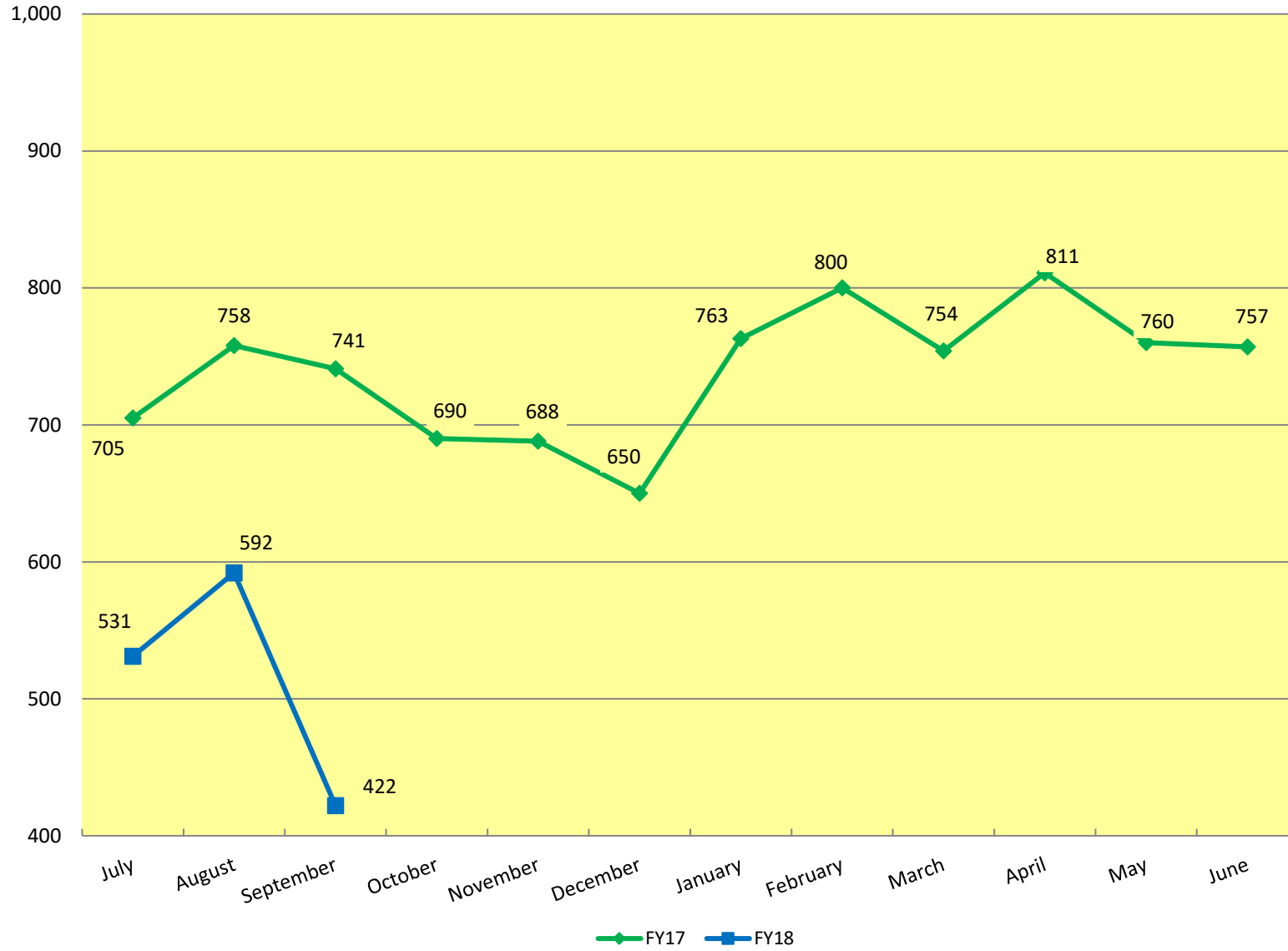
	A	B	E	H	I	J	AL	AM	AN
61	Missoula Urban Transportation District								
62	FY2018 ADA Paratransit Statistics								
63		July	Aug	Sept	Sept	Increase/	YTD	YTD	Increase/
64		2017	2017	2017	2016	(Decrease)	Total	Total	(Decrease)
65							FY18	FY17	
66	ADA Passenger Information								
67									
68	ADA Paratransit Weekday	1,581	1,760	1,900	1,577	323	5,241	4,637	604
69	ADA Paratransit Saturday	104	109	134	80	54	347	264	83
70	Total ADA Paratransit Passengers	1,685	1,869	2,034	1,657	377	5,588	4,901	687
71									
72	Average Weekday Passengers	79	77	95	75	20	83	72	11
73	Average Saturday Passengers	21	27	27	20	7	25	20	4
74									
80	Service Information								
81									
82	Weekdays	20	23	20	21	(1)	63	64	(1)
83	Saturdays	5	4	5	4	1	14	13	1
84									
86	Weekday Revenue Hours	776	907	932	709	223	1,683	2,060	(377)
88	Saturday Revenue Hours	49	45	58	33	25	94	113	(19)
89	Total Revenue Hours	825	952	990	742	248	1,777	2,173	(396)
90									
92	Weekday Revenue Mileage	9,714	10,754	11,069	8,548	2,521	31,537	24,977	6,560
94	Saturday Revenue Mileage	525	497	654	377	277	1,676	1,320	356
95	Total Revenue Miles	10,239	11,251	11,723	8,924	2,799	33,213	28,214	6,916
96									
98	Total Vehicle Miles	11,134	12,184	12,516	9,572	2,944	35,834	28,419	7,415
99									
100	Revenue Miles per Revenue Hour	12.41	11.82	11.84	12.03	(0.19)	18.69	12.98	5.71
101									
102	Passengers per Mile	0.16	0.17	0.17	0.19	(0.02)	0.17	0.17	0.00
103	Passengers per Hour	2.04	1.96	2.05	2.23	(0.18)	3.14	2.26	0.88
104									
114	Financial Information								
118									
119	Operating Expense per Revenue Mile	\$ 6.02	\$ 5.31	\$ 4.40	\$ 3.96	\$ 0.44	\$ 3.65	\$ 3.97	\$ (0.32)
120	Operating Expense per Revenue Hour	\$ 74.71	\$ 62.74	\$ 52.05	\$ 47.58	\$ 4.47	\$ 68.30	\$ 51.56	\$ 16.74
121	Operating Expense per Passenger Trip	\$ 36.58	\$ 31.96	\$ 25.34	\$ 21.31	\$ 4.03	\$ 21.72	\$ 22.86	\$ (1.14)
122									

Missoula Urban Transportation District ADA Paratransit Ridership



	A	B	E	H	I	J	AL	AM	AN
123	Missoula Urban Transportation District								
124	FY2018 Senior Van Statistics								
125		July	Aug	Sept	Sept	Increase/	YTD	YTD	
126		2017	2017	2017	2016	(Decrease)	Total	Total	Increase/
127							FY18	FY17	(Decrease)
128	Senior Van Passenger Information								
129	Senior Van Weekday	500	560	388	685	(297)	1,448	1,735	(287)
130	Senior Van Saturday	31	32	34	56	(22)	97	150	(53)
131	Total Senior Van Paratransit Passengers	531	592	422	741	(319)	1,545	1,885	(340)
132	Average Weekday Passengers	25	24	19	33	(13)	23	27	(4)
133	Average Saturday Passengers	6	8	7	14	(7)	7	12	(5)
134	Service Information								
135	Weekdays	20	23	20	21	(1)	63	64	(1)
136	Saturdays	5	4	5	4	1	14	13	1
137	Weekday Revenue Hours	156	158	146	317	(171)	460	925	(465)
138	Saturday Revenue Hours	17	16	16	15	2	49	51	(2)
139	Total Revenue Hours	173	174	162	332	(170)	509	976	(467)
140	Weekday Revenue Mileage	1,659	1,825	1,867	3,822	(1,955)	5,351	11,220	(5,869)
141	Saturday Revenue Mileage	165	134	165	168	(3)	464	597	(133)
142	Total Revenue Miles	1,824	1,959	2,032	3,991	(1,959)	5,815	13,734	(6,002)
143	Total Vehicle Miles	1,946	2,109	2,170	4,281	(2,111)	6,225	12,771	(6,546)
144	Revenue Miles per Revenue Hour	10.53	11.26	12.54	12.03	0.51	11.42	14.07	(2.65)
145	Passengers per Mile	0.29	0.30	0.21	0.19	0.02	0.27	0.14	0.13
146	Passengers per Hour	3.06	3.40	2.60	2.23	0.37	3.03	1.93	1.10
147	Financial Information								
148	Operating Expense per Revenue Mile	\$ 3.51	\$ 3.83	\$ 4.55	\$ 3.96	\$ 0.59	\$ 3.98	\$ 3.19	\$ 0.79
149	Operating Expense per Revenue Hour	\$ 36.92	\$ 43.08	\$ 56.99	\$ 47.58	\$ 9.41	\$ 45.41	\$ 44.92	\$ 0.49
150	Operating Expense per Passenger Trip	\$ 12.05	\$ 12.66	\$ 21.89	\$ 21.31	\$ 0.58	\$ 14.97	\$ 23.26	\$ (8.29)

Missoula Urban Transportation District Senior Van Ridership





MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
Date: November 2, 2017

Subject: Proposal for Transfer Center Retail Space

Attachments

1. Ninja Mike's LLC Proposal
2. Type I Hood Estimate

Recommendation: Authorize the General Manager to sign a lease agreement with Ninja Mikes, LLC, per the terms of their proposal, and in accordance with any additional federal regulations.

Discussion: In October 2016, the District issued a request for proposals soliciting firms interested in operating a retail establishment at the downtown Transfer Center. One proposal was received by the deadline, from Ninja Mikes, LLC, but we were unable to agree on contract terms.

Since that time, the property has been represented by a commercial real-estate agent, Jed Dennison of Zillastate. Interest from potential tenants has been mild. Mr. Dennison's assessment of the property is that its small size and limited-application ventilation hood preclude many potential restaurant clients, despite its good location.

Ninja Mike's, LLC submitted a revised proposal to District staff on October 10, 2017 (Attachment 1). Ninja Mike's is a well-established food truck business in Missoula, offering locally-sourced breakfast sandwiches and burritos at the Saturday Farmers' Market and other venues since 2009. Their vision is to establish a daily retail operation and commercial kitchen at the Transfer Center retail space. The retail operation would serve mostly 'grab and go' products from a service counter inside the transfer center, as well as at the walk-up window on the corner of Pine St and Ryman St, Monday through Friday from about 6:30 am to 2:00 pm. It would not include customer seating.

Ninja Mike's proposal is for an initial lease term of 5 years, beginning on January 1, 2018, at \$600 to \$800 per month. It also requests that a Type I ventilation hood be installed by the District, as it would become a permanent building asset. A local HVAC engineering firm has estimated the cost of this improvement to be about \$50,000 (Attachment 2).

All incidental uses on FTA property, such as a retail restaurant operation, are subject to FTA approval. If we are unable to find a retail tenant at this time, staff recommends pursuing non-retail uses for the space, such as offices.

Financial Impact: Funding for the ventilation hood would come from our capital reserves. The tenant contract would generate \$7,200 to \$9,600 annually.



NINJAMIKES.MT@GMAIL.COM



406-552-7931

PO 8392 MISSOULA, MT 59807



TENANT: Ninja Mike's LLC

LANDLORD: Mountain Line

SITE LOCATION: 200 West Pine St. Missoula, MT

PREMISES:

The retail space in the southeast corner of the Transfer center and some storage in the basement.

LEASE TERM:

The initial lease term shall be for a period of 5 years.

OPTION PERIOD:

Tenant shall have two 3-year optional extension period under the same terms and conditions of the Initial Term should retail space be available after remodeling.

BASE RENT: \$600-\$800 (Negotiable)

SINGS & AWNINGS: To be pre-approved



LANDLORDS WORK:

Installation of commercial Type I hood system and fire suppression system and reroute of natural gas into the retail space (Negotiable).

USE:

Tenant shall have the exclusive right to operate a food service business dedicated to locally resourced breakfast items in the Mountain Line Bus Transfer Center.

ASSIGNMENT & SUBLETTING:

Notwithstanding anything to the contrary in this lease, without Landlord's consent Tenant may sublease to other approved food businesses.

SECURITY DEPOSIT: One Month's Rent

POSSESSION DATE: Possession - January 1st 2018.

RENT COMMENCEMENT DATE:

The lease and Base Rent shall commence 60 days subsequent to the Possession Date or when Tenant opens for business.

PERSONAL GUARANTEE:

The lease shall be personally guaranteed by Tenant or by Tenant's principals or officers representing the Tenant's legal entity. Notwithstanding anything herein to the contrary,



after six months notice the lease guarantee will be limited to an amount equal to six month's base rent, plus the unamortized portion landlord's contribution and of the broker's commission, if any.

CONTINGENCIES TO LEASE:

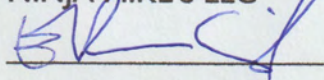
Landlord agrees to sign a waiver and/or release regarding Tenant's financing any FF&E or Tenant's leasehold interest.

LEASE FORM: Landlord provided.

This Letter of Intent is not contractual in nature and represents only the general terms under which the Landlord and Tenant will proceed toward a fully executed Lease Agreement. No agreement shall be binding upon the parties until a Lease Agreement is executed and delivered by all the parties.

Sincerely,

NINJA MIKE'S LLC



Ethan Siegel, Owner

AGREED TO AND ACCEPTED

BY: _____

Landlord

Date: _____

10/10/17

From: Loren Ward
Sent: Thursday, October 26, 2017 12:50 PM
To: 'Ninja Mike'
Cc: Vince Caristo
Subject: Mountain Line Transfer Station - Ninja Mike's

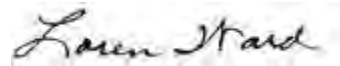
Greetings Ethan,

Please see attached Budget Proposal for the HVAC on the proposed Ninja Mike's.

Note the exclusions at the end of our proposal. Money should be allocated for these exclusions that are for work not performed by us, but necessary for a complete project. In my opinion these costs should be approximately \$15,000. When added to our work, this brings your total budget just north of \$50,000.

If you have any questions or care discuss, please don't hesitate to contact me.

Regards,



Loren Ward - President



Rocky Mountain Mechanical, Inc.

3959 Whippoorwill Drive

Missoula, Montana 59808

406-728-3622 (P)

406-542-3622 (F)

lorenw@rockymountmech.com



Budget Proposal 170274

October 26, 2017

Submitted to:

Mr. Ethan Siegal
Ninja Mike's
1151 West Broadway
Missoula, MT 59802

Submitted for:

Mountain Line Transfer Station –
Ninja Mike's
Kitchen Ventilation System

Scope: The following describes the items to be provided and the work to be performed as it pertains to the attached sketches –

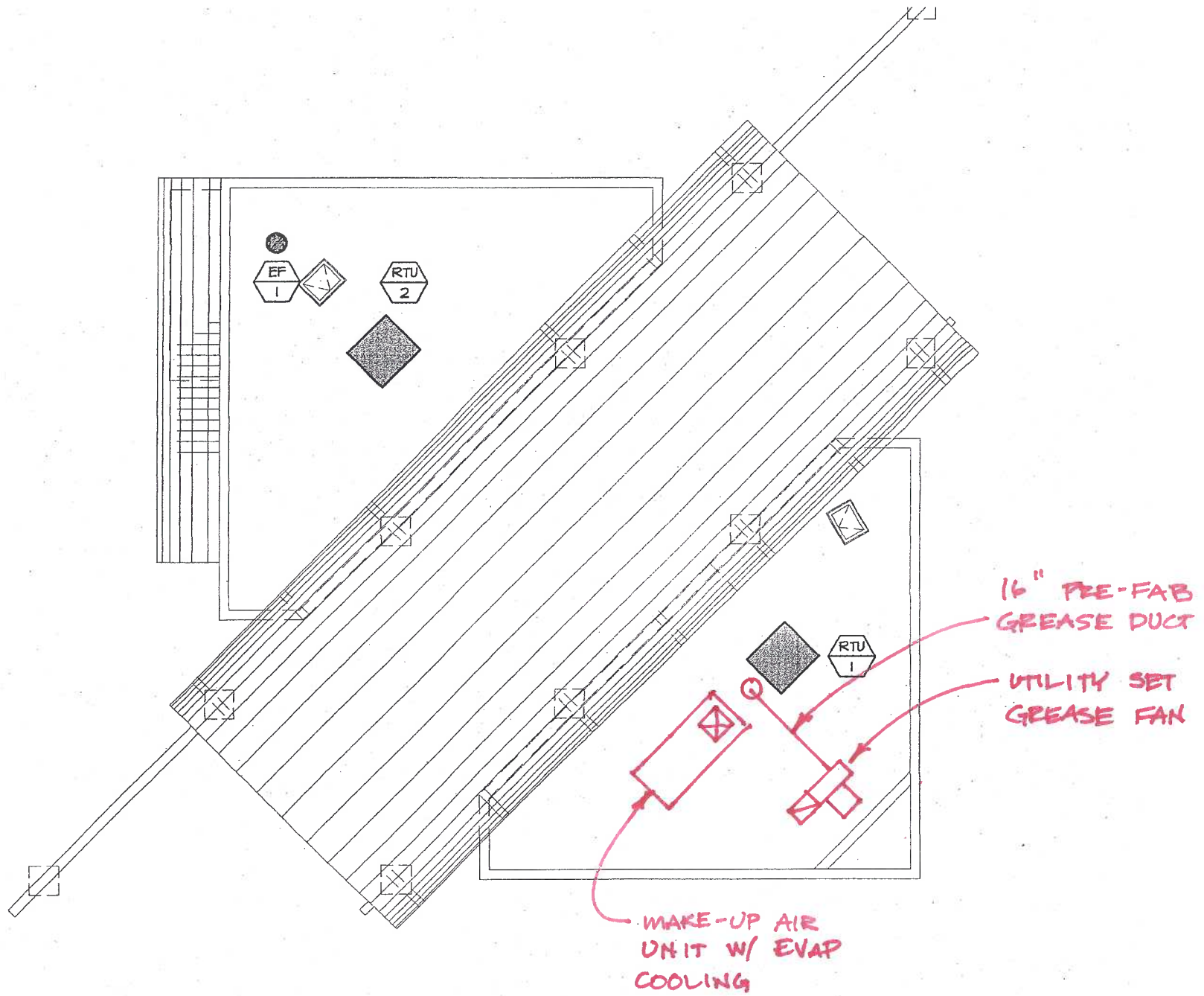
Grease Hood Ventilation and Exhaust System \$ 38,393

- (1) 12' Type I stainless steel hood with wrapper, end panels, and fire suppression system. Includes utility set Grease Fan sized to match hood with roof stand and spring isolators.
- (1) Supply plenum with perforated face.
- (lot) 16" insulated prefabricated grease duct
- (lot) 3" Fire Rated Insulation.
- (1) Direct fired propane Make-up Air Unit (MAU) with evaporative cooling sized for exhaust load of both hoods.
- (lot) Galvanized make-up air ductwork from MAU to supply plenum.
- (lot) Duct Insulation.
- (lot) Air Balancing
- (lot) Crane

Exclusions: All plumbing, electrical, painting, patching and repairing, roofing, structural framing.

Authorized Signature: *Loren Ward*
Loren Ward - President

Rocky Mountain Mechanical, Inc.
3959 Whippoorwill Drive Missoula, Montana 59808
Phone: 406-728-3622 Fax: 406-542-3622
www.rockymountmech.com

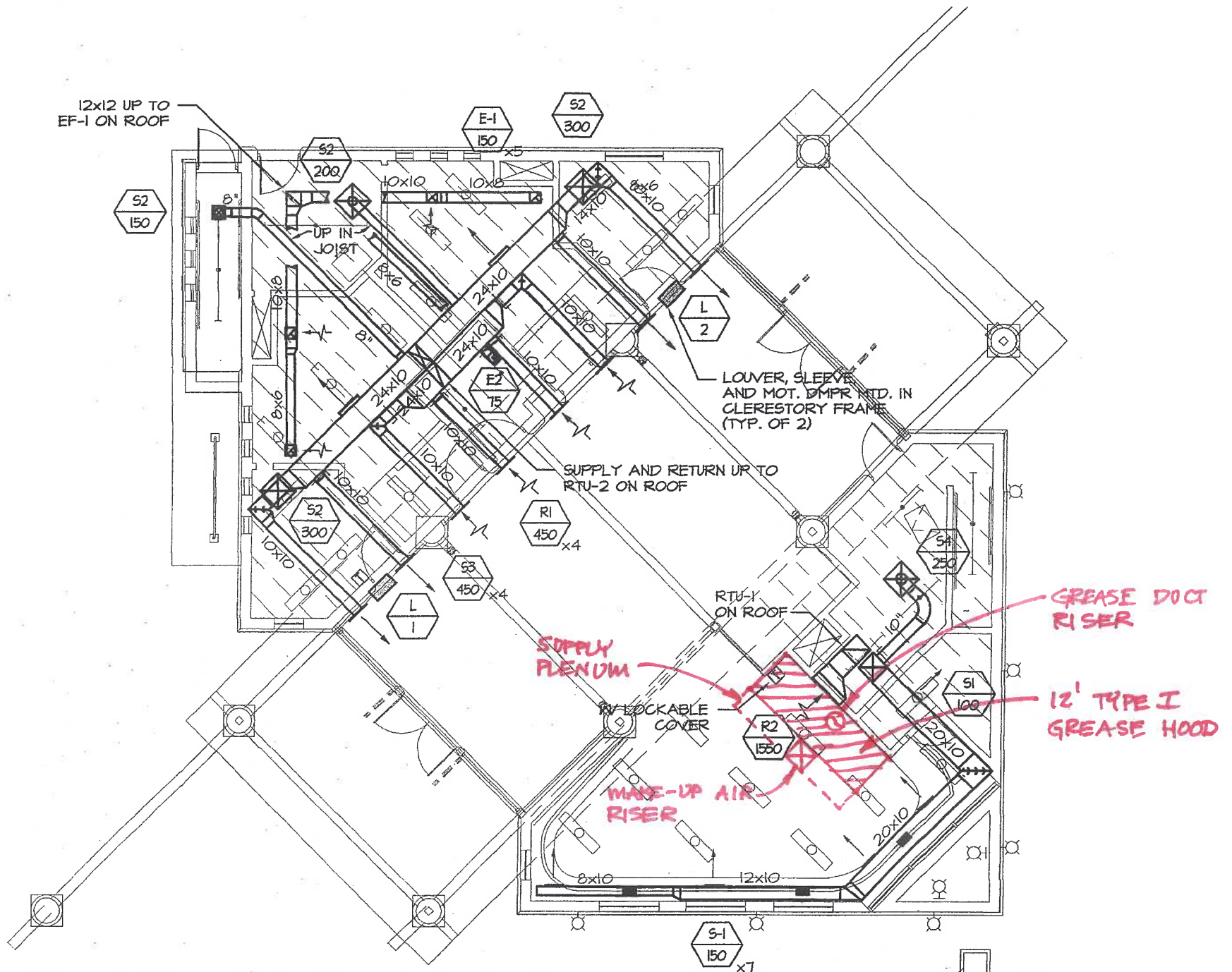


1
M4.1

MECHANICAL ROOF PLAN

SCALE: 1/8" = 1'-0"





3
M3.1

MAIN LEVEL HVAC PLAN

SCALE: 1/8" = 1'-0"

