

MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING APRIL 26, 2018 / 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 Action Items:
 - 5.1 Minutes of March 22, 2018 (12:20)
Recommendation: Approve the minutes of March 22, 2018.
 - 5.2 Missoula in Motion Match Request (Corey Aldridge) (12:22)
Recommendation: Approve a match request of \$8,000 to Missoula in Motion.
 - 5.3 Transfer Center Retail Space Construction (Vince Caristo) (12:27)
Recommendation: Approve the purchase of construction services from Home Energy Service, Inc., in the amount of \$91,551.94, plus a 3% contingency.
 - 5.4 Transfer Center Retail Space Lease Agreement (Vince Caristo) (12:35)
Recommendation: Authorize the General Manager to execute a lease agreement with Ninja Mike's, LLC.
 - 5.5 Utility Truck Purchase (Vince Caristo) (12:45)
Recommendation: Approve the purchase of a 2019 GMC 3500, plus add-ons, from Titan Truck of Spokane, WA for a price of \$73,400.00, plus a 3% contingency.
 - 5.6 Bus Shelter Purchase (Vince Caristo) (12:50)
Recommendation: Approve the purchase of six (6) bus shelters, from Brasco International, Inc., of Madison Heights, MI, for a price of \$57,450.00, plus a 3% contingency.
 - 5.7 Multimodal Activity Counter Purchase (Vince Caristo) (1:00)
Recommendation: Approve the purchase of two (2) multimodal activity counters, from Eco-Counter, of Montreal, Canada, for a price of \$11,015.00, plus a 3% contingency.
 - 5.8 Planning Committee Report (1:05)
Recommendation: No action needed.
 - 5.9 General Manager Employment Contract (1:15)
Recommendation: Approve the General Manager Personal Services contract.
- 6.0 Adjournment (1:30)



MUTD General Manager Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: April 26, 2018

<i>Attachments</i>

1. None

Transfer Center Retail Space

On the agenda for board approval.

Long Range Plan

To be covered during Planning Committee report at board meeting.

Facilities Master Plan

The Request for Qualifications (RFQ) will be released next week. Staff will seek approval of the recommended consulting team after the RFQ response deadline and selection committee review of responses.

Bus & Bus Facilities Grant Award

MUTD was awarded a \$2.7 million grant as part of the FTA Bus & Bus Facilities Grant program. FTA received 453 applications totaling \$2 billion, for the \$264 million awarded. This grant award provides funding to purchase three (3) additional electric buses, for a total of six (6). It will also fund the Bus Stop Master Plan for Routes 1 and 2.

Electric Bus Procurement

CTE will be in town April 24-25 for a site visit and meetings with staff to guide the process. An update will be provided at the board meeting.

Bus Stop Master Plan

Staff is currently updating the BSMP to reflect current needs and correct some errors that have been discovered. In 2015, Territorial Landworks began making construction plans for all stops on our BOLT! Routes (Route 1 and 2). This work made MUTD more competitive for federal

discretionary grants opportunities, as shown by the recent Bus & Bus Facilities grant award. Staff met with Territorial Landworks to review next steps of implementing the BSMP improvements on Routes 1 & 2 and will continue to work with them through the process. Staff will also be meeting with City Engineering in the coming weeks to discuss the BSMP implementation.

Impact Fee

Last month I reported on discussions with the City and TischlerBise, the consultant hired by the City to review its Impact Fee regulations. Based on feedback from the consultant and MUTD Board, staff asked TischlerBise to submit a proposal to complete an impact fee feasibility study for MUTD. The Board will be updated as the process moves forward.

Brooks Street TOD Study

The Midtown Mojo group met with HDR Consultants to review preliminary work on feasibility of implementing Bus Rapid Transit (BRT) on Brooks Street. The group is excited about the potential for true transformation along Brooks Street.

The next round of TIGER (now called BUILD) funding opportunity was announced on April 13. Applications are due on July 19.

Zero-fare 40-for-40 Program

The initiative to increase Zero-fare partners from 15 to 40 started off strong with reaching 20 partners, halfway to our goal. Staff would like to engage the Board in assisting with this effort and will have it on the agenda for the next Planning Committee meeting.

Vision Statement

The vision of MUTD, and the majority of transit systems, has been focused around buses and bus routes. I believe it is time to expand our vision of what MUTD will be in the future. We have a Board of Directors and Staff who want to serve the people of Missoula and make this a community that is affordable, accessible, and livable. Public transit is one piece making that happen. As transportation continues to evolve and change, so must our organization. I believe MUTD can, and must, be more than just a bus system. In the coming months, the Staff and Board will have discussions on the vision of MUTD.



**MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF March 22, 2018
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET**

Draft

Members Present

Martin Blair
Amy Cilimburg
Anna-Margaret Goldman
Don MacArthur
Doug Odegaard

Members Absent

Andrea Davis
Jesse Dodson

Staff

Corey Aldridge
Elizabeth Wehling
Vince Caristo
Bill Pfeiffer

Guests

Netta Linder, Partnership Health Center
Anna Nilles, Partnership Health Center
Michelle Poyourow, Jarrett Walker & Assoc.

Call to Order and Roll Call

Cilimburg called the meeting to order at 12:11 p.m. Roll call was taken.

Changes or Additions to Agenda

Agenda Items 5.5 and 5.6 were removed from the agenda.

Public Comment on Items Not on the Agenda

Partnership Health Center Social Workers Netta Linder and Anna Nilles requested bus stops located closer to Partnership Health Center locations to accommodate their patients who rely on bus service access services. Netta also requested shuttle service from the transfer center or nearby bus stops to those locations.

General Manager's Report

Ninja Mike's owner is excited to create a lively storefront that would bring activity to the Transfer Center. There will be further discussion on the progress of this project later in the board meeting.

Michelle Poyourow, with Jarrett Walker & Associates, will discuss the Strategic Plan during the board meeting.

An updated draft of the Facilities Master Plan RFQ will be presented at the Planning Committee meeting on April 11.

The contract with CTE has commenced and staff will meet them in April to begin working on the specifications needed for the electric bus procurement. Specifications for the electric buses need to be finalized and approved by the Board six months before the May 2019 delivery date set by Proterra.

Aldridge met with the City of Missoula's consultant to discuss Impact Fee policies and collection. Impact Fees are not eligible to be used to correct deficiencies, therefore cannot fund the Bus Stop Master Plan. However, capital purchases (buses, facilities, etc.) are eligible. Since the City of Missoula does not own MUTD, impact fees currently collected by the City cannot be used for MUTD

purchases. MUTD be authorized to collect impact fees. Hiring a consultant to do an impact study may be in MUTD's best interest and will be explored.

Brooks Street TOD Study being conducted by HDR is currently on hold while Midtown Mojo and MUTD staffs explore ways to improve HDR's vision to hold more appeal on a TIGER grant application. The group will discuss BRT and how transformative it could be on Brooks Street.

Executive Session for Personnel Matter

The closed session was opened at 12:42 p.m. and closed at 1:15 p.m.

Strategic Plan Update

Michelle Poyourow, of Jarrett Walker & Associates, provided an update to the Strategic Plan. No action was needed.

Minutes of February 22, 2018

Blair made a motion to approve the minutes of February 22, 2018, seconded by MacArthur. The motion carried unanimously, with Blair abstaining because he was not at the February Board meeting.

Bus Engine Replacement

Bus #308 had a complete engine failure and needs to be replaced. The engine replacement is necessary to have the correct number of buses operable for revenue service.

Goldman made a motion to approve the engine replacement for bus #308 not to exceed \$18,000, seconded by MacArthur. The motion carried unanimously.

Transfer Center Retail Space

Caristo gave an update on the Transfer Center retail space. No action was needed.

Adjournment

The meeting adjourned at 2:15 p.m.

Submitted by Elizabeth Wehling



Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: April 26, 2018

Subject: Missoula in Motion Match Request

Recommendation: Approve a match request of \$8,000 to Missoula in Motion.

Attachments

1. Request Letter
2. Highlights & Achievements

Discussion: Missoula In Motion (MIM), a program of the City of Missoula Transportation Division, was founded in 1997. MIM's mission is to increase the use of sustainable transportation options. Through various outreach projects and events, including the Way to Go! Missoula, Winter Clean Commute Day, Commuter Challenge, and Walk & Roll Missoula, MIM promotes the many sustainable transportation options offered in the Missoula community in an effort to reduce congestion, pollution, and stress, while promoting both individual and community health.

Funding for MIM is funded primarily through Federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds. These funds are allocated to MIM by the Missoula Urban Transportation District (MUTD) who receives them from the federal government. The funds are designated for programs and activities that will help communities attain the National Ambient Air Quality Standards set forth in 1990.

Financial Impact: The match support is included in the FY2018 Budget.



missoula in motion

SEE COMMUTING DIFFERENTLY.

April 13, 2018

Missoula Urban Transportation District
1221 Shakespeare
Missoula, MT 59802

Dear Missoula Urban Transportation District Board,

Missoula In Motion (MIM) has shared a strong working relationship with Missoula Urban Transportation District (MUTD) for many years. Your support has been an important part of our success and a symbol of MUTD's commitment to making Missoula a great place to live, work and play.

MIM's mission is to increase the use of sustainable transportation options. *Transportation Options* programming offers fiscally responsible strategies that promote better use of our existing transportation infrastructure. We cannot afford to build ourselves out of congestion, but instead must support programs that encourage sustainable travel and reduce single-occupancy vehicle use. Acknowledging this, the Transportation Policy Coordinating Committee voted to approve FY18 Congestion Mitigation Air Quality grant funds for MIM. This federal award requires 13.42% in local match, which has been historically comprised by a combination of partner support and event sponsorships. MUTD's provision of \$8,000 is critical in helping meet our match requirement.

Transportation Options programming, including Way to Go! Missoula and Way to Go! for Workplaces; and events like Winter Clean Commute Day and Walk and Roll Missoula are just a few of the programs and services MIM provides annually that help MUTD meet its ridership goals and organizational mission. MIM prioritizes strategies through evidence based decision-making and industry best practices.

Today, we request the MUTD Board approve financial support of MIM *Transportation Options* programming and services in the amount of \$8,000 for fiscal year 2018. We ask for your consideration of the request prior to upcoming budgeting for FY19 in hopes that you will commit to a contribution at the same level, and plan to submit payment in October 2018 (start of FY19).

Please see the attached document for more details, including achievements, community benefit, and projected strategies for strengthening the continuing partnership between MUTD and MIM.

Thank you for considering our request for financial support. We look forward to hearing from you and are available to answer any questions that might arise.

Sincerely,

Jessica Morriss
City of Missoula Transportation Planning Manager



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PARTNERSHIP BENEFITS and HIGHLIGHTS for Fiscal Year 2018

- In FY2018, Missoula In Motion achieved significant strides in efforts to help Missoulians from every walk of life discover ALL of their transportation options and to encourage increased use of all sustainable modes.
- MIM continues to increase its resources for pedestrians recognizing that Mountain Line riders are pedestrians too.
- In spring of 2017, Missoula In Motion launched its new Community and Employer Mobility Tool branded as Way to Go! Missoula. The state-of-the-art web and mobile platform offers free and comprehensive information to all Missoulians about their transportation options, helping citizens to plan their trips healthily and efficiently, organize carpools or schoolpools, and plan their walk, bus or bike routes. MIM, along with Mountain Line, recognizes the potential for combining healthy modes of transportation like carpooling and riding the bus through education and encouragement. This new mobility amenity offers:
 - **Travel planning**, trip chaining and trip logging by healthy mode.
 - **Transit stops** displayed in the map as an overlay option making it easier than ever for users to plan multi-modal trips inclusive of transit.
 - **Integration of both Mountain Line and ASUM Transportation** routes to enhance public awareness of ALL transit options.
 - **Carpool and bikepool coordination** for the community at large, individual worksites, schools and campus groups.
 - **Data collection and reporting** for drive alone trips replaced, money saved, carbon emissions reduced and many other key statistics.
 - **Workplace subnetworks** for easy management of employee challenges, encouragement and data analysis.
 - **Increased awareness about the Guaranteed Ride Home program** available to transit riders, carpoolers, pedestrians and vanpoolers through a more streamlined process for the user.
- Missoula In Motion continues to grow its best-practice *Way to Go! for Workplaces (previously Momentum)* program. MIM will continue to connect Mountain Line to over **76 Commuter Challenge businesses**. MIM is actively engaging Mountain Line with several organizations interested in MIM's comprehensive worksite transportation assessment. This includes Missoula Aging Services, the YWCA, Rocky Mountain Eye Center, Homewood, University of Montana and the businesses involved with the health department's worksite wellness program (Partnership Health Center, Missoula County).
- The new **Mini-Grant program** funded 12 workplace projects supporting employee use of sustainable transportation. Projects included employee incentives programs to encourage use of all sustainable modes and commuter lockers to offer a new amenity to those who travel by bus, foot or bike.
- Missoula In Motion continues to highlight walking and riding the bus through rebranding efforts such as Winter Clean Commute Day (formerly Winter Bike to Work Day) and Walk and Roll Week (formerly Bike Walk Bus Week) in addition to new innovations like One Less Car Day and the Clear the Air Challenge. Sunday Streets Missoula and Way to Go! Missoula monthly trip challenges continue to serve as valuable opportunities to connect a diverse intersection of the population to transportation options in a meaningful way.
- Missoula In Motion responded to requests for assistance in educating International Rescue Committee volunteers tasked with teaching recently resettled refugees in navigating transit. Missoula In Motion staff will be facilitating monthly train-the-trainer sessions to **prepare volunteers to serve as 'bus mentors'**.
- Missoula In Motion is working in coordination with Missoula Aging Services to address the need for 1-on-1 transit-focused education to the senior population.



missoula in motion

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- Continued provision of a commuter bicycle to Mountain Line General Manager.

ACHIEVEMENTS and MUTD PARTNER SUPPORT: Fiscal Year 2017

- Connection with over 76 Missoula workplaces through the annual Commuter Challenge and first ever UM Campus Commuter Challenge.
- Sponsorship of MDA's trolley service to Out to Lunch at \$1,000.
- Placement of Mountain Line Route maps in 42 Missoula In Motion employer kiosks
- Communication support through Missoula In Motion's weekly newsletter, social media, and newspaper ads at \$1,000 per annum.
 - In the first 3 weeks of December alone our Instagram account (520+followers) featured four transit-specific posts highlighting the benefits of riding Mountain Line.
- Partnered with ASUM Transportation to provide a Sunday Streets Missoula bus shuttle demonstrating Missoula In Motion's commitment to transportation equity and mobility.
- Refined incentive structure for Walk and Roll Missoula to simplify and streamline daily offerings, ultimately making it easier for the public to participate.
 - Missoula In Motion promoted Walk and Roll Missoula through the Independent (\$1,855), the Missoulian Newspaper (\$2,213), Montana Public Radio (\$930), paid Facebook advertisements and in-kind Trail 103.3 and U104.5 radio ads.
 - Implemented Commuter Breakfast Blitz targeting active commuters, including walkers and transit riders, throughout the entire city.
 - Supported the Amazing Race Missoula through the recruitment of teams within Way to Go! for Workplaces partners.
- Guaranteed Ride Home offered to all Way to Go! Missoula members.

ACHIEVEMENTS and MUTD PARTNER SUPPORT 2015-2016

- Connection with over 70 Missoula workplaces through annual Commuter Challenge and Momentum Employer Partner Program.
 - In 2015, Missoula In Motion provided route planning assistance, transit resources and bikes-on-buses demonstrations during four employee wellness fairs (Missoula County, City of Missoula, Costco, St. Patrick's Hospital), three community events (Earth Day, Clark Fork Farmer's Market, Out to Lunch) and two campus events (UM Welcome Feast, UM Off-Campus Renter Center).
 - January 2015 Momentum Breakfast dedicated to Commuting with Zero-Fare.
- Rebranded Walk and Roll Missoula to be more inclusive of all abilities and unify campus and city programs (total rebrand cost to Missoula In Motion was \$9,300).
- Sponsorship of MDA's trolley service to Out to Lunch at \$1,500.
- Conducted a comprehensive transportation assessment with Missoula Public Library (MPL) to guide design and policies of new library.
- Communication support through Missoula In Motion's weekly newsletter, social media, and newspaper ads at \$1,500 per annum.
- Collaboration on Bike Walk Bus Week 2015; Breakfast on the Bridges had a total of 402 touches.
- Inclusion of bicycle fix it stations on the City Bike Map and online links to Mountain Line's website.



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
For Board Meeting: April 26, 2018

Attachments

1. Estimate from Home Energy Service, Inc.

Subject: Transfer Center Retail Space Construction

Recommendation: Approve the purchase of construction services from Home Energy Service, Inc., in the amount of \$91,551.94, plus a 3% contingency.

Discussion: In December 2017, the District contracted with DC Engineering to develop mechanical, electrical, and plumbing plans that would enable a commercial kitchen to operate in the Transfer Center's vacant retail space. On February 26, 2018 we released a Request for Proposals to six local contractors to construct these improvements. We received one submission by the March 16th deadline, from Western Interstate, Inc., of Missoula, for a price of \$174,300.

Since that time, staff has been working with DC Engineering and Home Energy Service, Inc. of Missoula to revise the construction plans in order to reduce costs. Based on revised plans, we have received an additional proposal from Home Energy Service, Inc., for \$91,551.94 to construct the necessary improvements that will be enable a commercial kitchen to operate in the Transfer Center's vacant retail space.

The District has incurred additional costs related to this project, including engineering design services, relocation of the rooftop solar panels, and City permitting requirements. If the contract with Home Energy Resource, Inc. is approved, the total cost of all activities undertaken to enable a commercial kitchen to operate in the Transfer Center's vacant retail space would come to \$103,968.

The District's *Procurement Procedures Manual* requires that the General Manager receive express prior consent of the Board of Directors before executing a contract or purchase order over \$15,000.

Financial Impact: The funding for this contract will come from capital reserves.

Home Energy Service, Inc.

P.O. Box 5625
Missoula, MT 59806

Estimate

Date	Estimate #
4/6/2018	199

Name / Address
Mountain Line 200 W. Pine St. Missoula, MT

			Project
Description	Qty	Rate	Total
Site Preparation - Labor and materials to protect existing flooring in restaurant and back office.	1	660.00	660.00
Concrete Cutting - Allowance to cut concrete block wall for new HVAC return air and core drill concrete floor for plumbing and electrical.	1	1,265.00	1,265.00
Roofing - Allowance to flash new MAU and EXF curbs to existing TPO membrane roof.	1	4,400.00	4,400.00
Drywall Repair - Allowance to patch drywall as needed.	1	1,100.00	1,100.00
HVAC - 1) Assembly and installation of contractor supplied Make up air unit. 2) Installation of contractor supplied Type I exhaust hood. 3) Installation of exhaust fan and UL listed grease duct. 4) Make-up Air ducting and air devices per specification. 5) Modification of RTU return air duct per specification. 6) Independent test and balance of new systems. 7) Crane lift of unit. 8) City permit.	1	10,644.70	10,644.70
Plumbing - Bid to 1) demo water, waste and gas piping per plans. 2) Install new sink drain piping. 3) Install new hot and cold water supply piping and accessories. 4) Connection of sinks(provided by others). 5) Demo existing water heater and install new Commercial water heater. 6) connect water heater vents to existing PVC vent and intake pipes. 7) Install gas piping to new water heater, make up air unit and kitchen equipment. 8) Install ventless gas regulators at existing gas fired equipment. 8) Install pipe insulation per code. 9) Includes permits.	1	30,140.00	30,140.00
Allowance for Building Permit	1	1,650.00	1,650.00
		Total	

Home Energy Service, Inc.

P.O. Box 5625
Missoula, MT 59806

Estimate

Date	Estimate #
4/6/2018	199

Name / Address
Mountain Line 200 W. Pine St. Missoula, MT

			Project
Description	Qty	Rate	Total
Electrical - 1) includes permit. 2) Demo existing electrical as needed. 3) Install new 3PH sub panel in basement, extend existing conduit and pull wires to power it. 4) Extend (1) existing 220V circuit to outer wall and install outlet for Altosham power. 5) Reroute (3) existing 120V circuits to new prep area and install outlets. 6) Reroute (1) existing 120V floor circuit to new sandwich maker location and install floor mounted box with outlet. 7) Run new (2) 3PH 220V 15A and (1) 120V 20A circuits for EXH and MAU power and controls. 8) Rework existing GFCI circuit under hood to install shunt trip per code. 9) Relocate existing light switches from beneath EXH to nearby wall. 10) Run low voltage wire for temperature sensor. 11) Run conduit and wires from control box to new exhaust fan and MAU. 12) Set up control box.	1	5,445.00	5,445.00
Cleanup	1	400.00	400.00
Dump Run	1	110.00	110.00
Captive Aire Hood - per plan with UL listed grease duct	1	27,414.34	27,414.34
Profit	1	8,322.90	8,322.90
		Total	\$91,551.94



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
For Board Meeting: April 26, 2018

Attachments

1. Draft Lease Agreement
2. TC Project Flowchart

Subject: Transfer Center Retail Space Lease Agreement

Recommendation: Authorize the General Manager to execute a lease agreement with Ninja Mike's, LLC.

Discussion: The District has conducted two separate competitive Request for Proposals for the operation of a retail establishment in the Transfer Center's retail space, which has been vacant for the past 36 months. Each resulted in one responsive proposal, but in each case, we were unable to execute a contract because the selected proposer was unable to secure the resources needed to begin operation. Following the second unsuccessful RFP process, in February 2017, the District utilized the services of a commercial real estate agent to assist in finding prospective tenants. While the space has been shown to several firms during this time, only Ninja Mikes, LLC has submitted a proposal to rent the space.

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 6:30 am to 2:00 pm. It would not include customer seating. The commercial kitchen would be available for rent after-hours to local bakers, food trucks, and farmer's market vendors who use a minimum of 50% local products in their menu. It is staff's opinion that the retail operation would provide significant benefit to transit riders and operators.

The proposed lease agreement covers a term of seven (7) years. Rent begins at \$1,170 per month, but is escalated by 2% in the 3rd and 4th years, and 5% annually in the final 3 years. The total revenue from this lease agreement totals \$103,968. As a condition of FTA's approval of this incidental use of a public transit facility, which was granted on January 25, the District must use lease revenues for eligible capital and operating expenses.

Financial Impact: This agreement will provide lease revenues totaling \$103,968, which must be used for eligible capital and operating expenses.

1 **COMMERCIAL LEASE**



2 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, INCLUDING THE
3 SPECIFIC AND GENERAL TERMS DESCRIBED BELOW. IF NOT UNDERSTOOD,
4 LANDLORD(S) AND TENANT(S) ARE ADVISED TO SEEK THE ADVICE OF
5 COMPETENT LEGAL COUNSEL.
6

7 **SPECIFIC TERMS**

8
9 **PARTIES:** The parties to this Commercial Lease are the Missoula Urban Transportation
10 District hereinafter known as "Landlord" and Ninja Mike's, LLC hereinafter known
11 as "Tenant".
12

13
14 **LEASED PROPERTY:** The Leased Property is described as follows:

15
16 200 W Pine St, Missoula MT 59802. Known as the 'Transfer Center Retail Space',
17 which consists of 712 square feet of retail and office/storage.
18

19 The Tenant hereby agrees to lease the Leased Property pursuant to the Specific Terms and General Terms
20 as set out in this Commercial Lease.
21

22 **TERM:** This Commercial Lease shall begin on July 1st, 2018 shall be entitled to possession
23 of the Leased Property and shall terminate on June 30, 2025, unless renewed as otherwise
24 provided in this Commercial Lease.
25

26 **RENT:** The Tenant agrees to pay Landlord, as rent, the amounts set out as follows:

Monthly Rent	\$ <u>1,170.00</u> , on the <u>First</u> day of each month, commencing <u>July 1st, 2018</u> .
First Month's Rent	\$ <u>1,170.00</u> , upon entry into this Commercial Lease.
Last Month's Rent	\$ <u>1,170.00</u> , upon entry into this Commercial Lease.
Performance Deposit	\$ <u>1,170.00</u> , upon entry into this Commercial Lease.
Common Area Maintenance "CAM"	No, equal to _____% of the total CAM charges.
Taxes	yes; no; included in CAM
Hazard Insurance	yes; no; included in CAM
Late Charge	\$ <u>50</u> or _____% of the Monthly Rent, if the Monthly Rent is not paid in full by the <u>Fifth</u> day of each month.

Landlord's Initials

Tenant's Initials

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40

Returned Check Fee	\$ <u>100</u> for any returned check.
Other	Describe: _____

RENEWAL: Provided that Tenant is not in default in the performance of the terms, conditions and/or covenants of this Commercial Lease, Tenant shall have the option to extend the term of this Commercial Lease for one additional term of _____ years or _____ additional terms of _____ years, by giving written notice to Landlord not later than _____ days prior to the expiration of the term or renewal term, as provided above.

COST OF LIVING INCREASES: The monthly rent, as set out above, shall be increased in the manner and at the times indicated as follows:

No Increase	per the Costs of Living Increase Paragraph in the General Terms, to be increased every _____ years
Other (describe manner and timing of increases) _____	
<ul style="list-style-type: none"> • July 1, 2020 - 2% increase, to \$1193.00 • July 1, 2021 - 2% increase, to \$1217.00 • July 1, 2022 - 2% increase, to \$1241.00 • July 1, 2023 - 5% increase, to \$1304.00 • July 1, 2024 - 5% increase, to \$1369.00 	

41
42
43

UTILITIES: The utilities provided to the Leased Property and checked below are the obligation of the Tenant. Tenant shall contract with and pay the utility provider directly for the indicated utilities.

Sewer / Septic	Public Water	Private Water	Telephone
Gas	Electric	Internet Access	Cable
Other/Exclusions _____			

44
45

Landlord shall contract with and pay the utility provider directly for any utilities provided to the Leased Premises and not checked above and not included in the CAM.

46
47
48

MAINTENANCE: The maintenance items checked below are the obligation of the Tenant. Tenant shall either accomplish these maintenance items or contract with and pay the service provider directly for the indicated maintenance item.

Interior Maintenance	Exterior Maintenance	Janitorial	Glass Repair and Maintenance
Parking Area Maintenance	Snow Removal	Landscaping	Heating, Air Conditioning and Ventilation

Other/Exclusions Tenant shall be responsible to maintain any hood system and grease interceptor systems.

49 Landlord shall provide any maintenance to the Leased Premises that is not checked above and not included
50 in the CAM.

51 **PARKING:** Tenant is entitled to _____ parking spaces at the monthly cost of
52 \$_____.

53
54 **USE OF LEASED PROPERTY:** Tenant shall occupy and use the Leased Property for the purpose of
55 Operating a Food Establishment.

56
57 **LIABILITY INSURANCE:** The minimum amount of liability insurance coverage to be carried by the Tenant,
58 at the Tenant's expense, is \$ 1,000,000, and such liability insurance shall name Landlord as
59 additional insured.

60
61 **DEFAULT:** The time periods for notices of default, the terms of which are more specifically described in the
62 General Terms, are as follows:
63

Failure to pay rent or monies payable by tenant to landlord when due	<u>60</u> days
Any other term, condition or covenant to be kept or performed by the tenant (other than the payment of rent or monies)	<u>60</u> days

64
65 Landlord's Right of Recapture: If, during the term of this Lease, activities, associated with the leased
66 property compromise the safe conduct of Landlord's public transit service, or otherwise negatively interfere
67 with Landlord's public transit service, Landlord shall have the right to provide Tenant with written notice of at
68 least ninety (90) days stating the Landlord has elected to recapture the Premises and terminate this Lease.
69

70 **DAYS OF OPERATION:** Tenant agrees to be open for business to the general public each weekday that
71 Landlord's public transportation service is fully operational. As such, Landlord will provide Tenant a list of
72 service holidays for each upcoming year, and Tenant shall notify Landlord at least twenty-four (24) hours in
73 advance of any days in which Tenant's business will not open to the general public.
74

75 **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be,
76 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.
77 Information about controlling mold growth may be available from your county extension agent or health
78 department. Certain strains of mold may cause damage to property and may adversely affect the health
79 of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation.
80 Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems.
81 Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.
82 However, experts do not agree about the nature and extent of the health problems caused by mold or
83 about the level of mold exposure that may cause health problems. The Centers for Disease Control and
84 Prevention is studying the link between mold and serious health conditions.
85

86 The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or
87 warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem
88 is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to
89 purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent,
90 buyer's agent, or property manager who provides this mold disclosure statement, provides for the

91 disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any
92 knowledge of mold is not liable in any action based on the presence of or propensity for mold in a
93 building that is subject to any contract to purchase, rent, or lease.
94 The Owner, Landlord, and/or Property Manager, disclose that they have knowledge that the building or
95 buildings on the property have mold present in them. This disclosure is made in recognition that all
96 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,
97 mildew, or spores). Th Owner, Landlord, and/or Property Manager are not representing that a significant
98 mold problem exists or does not exist on the property, as such a determination may only be made by a
99 qualified inspector.

100
101 If the Owner/Landlord know a building located on the property has been tested for mold, Owner/Landlord
102 has previously provided or with this Disclosure provides the Tenant a copy of the results of that test (if
103 available) and evidence of any subsequent mitigation or treatment.

104
105 The undersigned Tenant acknowledges receipt of this Disclosure, the test results (if available) and
106 evidence of subsequent mitigation or treatment. The undersigned Tenant agrees that it is their
107 responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not
108 exist on the property. They further, acknowledge that the Owner, Landlord, and/or Property Manager,
109 who have provided this Disclosure, are not liable for any action based on the presence of or propensity
110 for mold in the property. The parties hereto, all agree that the transaction contemplated by this document
111 may be conducted by electronic means in accordance with the Montana Uniform Electronic Act.

112
113 Attached is a Mold Disclosure Statement

114
115 **NOTICE:** The mailing address of both parties to the Commercial Lease, for payment of rents and all notice
116 purposes are as follows:

Landlord	Tenant
1221 Shakespeare Street	200 W. Pine Street
Missoula MT 59802	Missoula MT 59802

117
118 **SPECIAL PROVISIONS:**
119 _____
120 _____
121 _____

122 Licensees identified hereafter have been involved in this transaction in the capacities indicated below and
123 the parties have previously received the required statutory disclosures setting forth the licensees duties and
124 the limits of their obligations to each party. The parties further agree that the term 'Seller's Agent' is
125 synonymous with the term 'Landlord's Agent' and the term 'Buyer's Agent' is synonymous with the term
126 'Tenant's Agent'.

127 _____ of _____
128 (name of licensee) (name of brokerage company)
129 is acting as seller's agent buyer's agent dual agent statutory broker

132 John Edward Dennison of Zillastate
133 (name of licensee) (name of brokerage company)
134 is acting as seller's agent buyer's agent dual agent statutory broker
135

136 **CONCLUSION:** The parties to this Commercial Lease hereby agree to the Specific Terms, as set forth
137 above, and further understand and agree that the General Terms contained on the following pages and in
138 any addendums here to are an integral part of this Commercial Lease.

139
140 _____ / _____
141 Tenant Signature Date Landlord Signature Date
142
143 **Ethan Siegel** **Corey Aldridge**
144 **Owner** **General Manager**
145 **Ninja Mike's, LLC** **Missoula Urban Transportation District**
146
147

148 **IT IS UNDERSTOOD THAT THE GENERAL TERMS CONTAINED IN THE PAGES THAT**
149 **FOLLOW THIS PAGE ARE AN INTEGRAL PART OF THIS COMMERCIAL LEASE.**

150
151 **NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days
152 are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a
153 Saturday, Sunday or a holiday can be performed on the next business day.

154

Landlord's Initials

Tenant's Initials

155 **GENERAL TERMS**
156

157 **RENT:** Rent is payable in advance or on or before 5:00 p.m. on the day indicated on for each calendar
158 month to Landlord at the address indicated in the Specific Terms of this Commercial Lease, or at such other
159 place as may be designated by Landlord from time to time. Acceptance of rent does not constitute a waiver
160 of prior Tenant default. All payments made by Tenant shall apply first to the oldest sums due and owing
161 under the terms of this Commercial Lease. All sums due under the terms of this lease shall be deemed
162 additional rent and paid and collected as such.
163

164 **RENEWALS:** Any renewal of this Commercial Lease permitted under the Specific Terms shall be on the
165 same terms and conditions as are provided this Commercial Lease and at the same rent as was last being
166 paid by Landlord, prior to renewal, being further subject to all Cost of Living Adjustments as provided for
167 herein.
168

169 **COST OF LIVING INCREASES:** If the Cost of Living Increases is selected in the Specific Terms, at the
170 times as set out in the Specific Terms of this Commercial Lease the Monthly Rent shall be increased to
171 reflect any increase in the cost of living based upon the increase in the U.S. Consumer Price Index for All
172 Urban Consumers, as published by the Bureau
173 of Labor Statistics for the metropolitan area closest in proximity to the Leased Property (the
174 "CPI"). The increase shall be calculated as follows:
175

176 The Initial Monthly Rent called for in this Commercial Lease, multiplied by the CPI for most current month
177 before the adjustment is to take effect, divided
178 by the CPI for the month that this Commercial Lease commenced shall equal the increased Monthly Rent.
179

180 In no event shall the Monthly Rent be decreased under the terms of this section.
181

182 **LATE CHARGE:** In the event rent is not paid by the date set out in the Specific Terms of this Commercial
183 Lease, a late charge in the amount set forth in the Specific Terms shall arise. The late charge period is not a
184 grace period and Landlord is entitled to pursue the remedies provided herein if rent is not paid when due. All
185 late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.
186

187 **RETURNED CHECKS:** In the event any payment, made by check, to the Landlord by Tenant is returned
188 unpaid, whether because of lack of funds, closed account, stop payment or otherwise, the Tenant' payment
189 shall not be considered made until such funds are made good. In addition Tenant shall pay the Returned
190 Check Fee set out in the Specific Terms of this Commercial Lease and from that time forward all payments
191 must be in the form of a cashier's check or money order.
192

193 **PERFORMANCE DEPOSIT:** To insure that Tenant will fully and faithfully perform all duties and obligations
194 required of the Tenant as set forth in this Commercial Lease, during its term, Tenant shall tender to
195 Landlord concurrent with the execution of this Commercial Lease, a performance deposit in the amount as
196 set out in the Specific Terms. Tenant agrees that Landlord shall utilize such funds for satisfying Tenant's
197 performance obligations under the term of this Commercial Lease.
198

199 Tenant specifically authorizes Landlord to apply such portion of the performance deposit as Landlord deems
200 necessary and at such time as Landlord may deem appropriate to offset any delinquent rents, satisfy any
201 liens or attachments levied against the Leased Property as a result of judgments, liens or encumbrances
202 incurred by Tenant, or to satisfy any other performance required of Tenant. In the event Landlord elects to
203 apply from the performance deposit sums to cure any existing or potential default of Tenant, the default
204 shall not be deemed cured or satisfied by the application of funds from the performance deposit and will not

205 be deemed cured or satisfied until the amount of the performance deposit has been restored to its original
206 balance.

207
208 **COMMERCIAL LEASE:** The parties agree and acknowledge that this Commercial Lease is a commercial
209 lease and as such the rights and obligations of the parties are as set forth herein, and neither the provisions
210 of the Montana Residential Landlord and Tenant Act of 1977 as amended, nor the Residential Tenants
211 Security Deposits Act are applicable to the parties' rights and obligations as set forth under this Commercial
212 Lease.

213
214 **USE:** Tenant shall occupy and use the Leased Property for the purposes as described in the Specific
215 Terms. Tenant shall not use nor permit the Leased Property to be used for any purpose other than that set
216 forth in the Specific Terms. To the extent that Tenant's use of the Leased Property causes an increase in the
217 premiums for hazard insurance maintained by the Landlord on the Leased Property, the Tenant shall pay
218 for such increased cost. Tenant further covenants and agrees to observe and comply promptly and
219 completely with all statutes, ordinances, rules, orders, regulations, and requirements of Federal, State,
220 County and City governments regulating the use by the Tenant of the Leased Property. The restrictions set
221 forth in this paragraph shall extend to all agents and employees of Tenant. Further, Tenant shall not use or
222 occupy the Leased Property in any manner which interferes with or disturbs the lawful use and occupancy
223 of the adjacent premises or tenants.

224
225 **MAINTENANCE:** In the Specific Terms, where it refers to Exterior Maintenance, it specifically includes
226 maintenance of the exterior walls of the building in which the Leased Property is located, its roof, foundation
227 and sidewalks, but does not include repair and maintenance to glass, maintenance of parking areas and
228 snow removal, which are separately addressed. In the Specific Terms, where it refers to Interior
229 Maintenance, it specifically includes maintenance of interior walls, ceilings, and flooring of the Leased
230 Property, plumbing, and electrical systems serving the Leased Property, fixtures located in the Leased
231 Property, but does not include repair and maintenance to glass, maintenance of parking areas and snow
232 removal, which are separately addressed.
233 Regardless of which party is required to maintain a specific item, if damage occurs to such item so as to
234 ordinarily require repair or maintenance by one party, but such damage is caused by the negligence or fault
235 of the other party, the other party shall repair the same in a good, satisfactory and workmanlike manner at
236 his sole expense.

237
238 **ANIMALS / PETS:** Unless otherwise provided herein, no animals will be brought on the Leased Property by
239 Tenant or guest at any time other than guide dogs assisting a handicapped person.

240
241 **RULES AND REGULATIONS:** Landlord may adopt such reasonable written rules and regulations as it
242 deems appropriate for the use and occupancy of the Leased Property. Landlord shall provide copies of such
243 rules and regulations to the Tenant upon entry into this Commercial Lease and shall further provide the
244 Tenant with copies of any amendments to such rules and regulations. Tenant shall comply with all
245 reasonable written rules and regulations adopted by the Landlord.

246
247 **ORDINANCES AND STATUTES:** Tenant shall comply with all applicable statutes, ordinances, and
248 requirements of all municipal, county, state, and federal authorities and with any applicable private
249 restrictive covenants regarding the use of the Leased Property.

250
251 **HAZARDOUS MATERIALS:** Tenant shall not cause or permit any Hazardous Substance to be used,
252 stored, generated or disposed of on or in the Leased Property by Tenant, Tenant's agents, employees,
253 contractors or invitees, other than such materials typically used, stored, generated or disposed of in the
254 normal course of operation of a business or operation as described in the "use" paragraphs of this

255 Commercial Lease, provided such use, storage, generation and disposal is in compliance with all applicable
256 federal, state and local statutes, laws, regulations and ordinances. If Hazardous Substances are used,
257 stored, generated or disposed of on or in the Leased Property except as permitted above, or if the Leased
258 Property becomes contaminated at any time after the possession date in any manner for which Tenant is
259 legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages,
260 fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of
261 the Leased Property, damages due to loss or restriction of rentable or usable space, or any damages due to
262 adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys'
263 fees, consultant and expert fees) arising during or after the term of this Commercial Lease and arising as a
264 result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs
265 incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal,
266 state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits
267 the presence of any hazardous substance on the Leased Property and such results in contamination,
268 Tenant shall promptly, at Tenant's sole expense, take any and
269 all necessary action to return the Leased Property to the condition existing prior to the
270 presence of any such hazardous substance on the Leased Property. Tenant shall first obtain Landlord's
271 approval for any such remedial action. As used herein, "Hazardous Substance" means any substance
272 which is toxic, ignitable, reactive, or corrosive, and which is regulated by any local government, the State of
273 Montana, or the United States Government. "Hazardous Substance" includes any and all materials or
274 substances which are defined as "hazardous waste," "extremely hazardous waste," or "hazardous
275 substance," pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is
276 not restricted to, asbestos, polychlorobiphynyls ("PCBs") and petroleum.
277

278 **PARKING:** Tenant is entitled to the number of parking spaces for the cost, as indicated in the Specific
279 Terms. The cost of parking, if any, shall be considered a part of and paid along with the Monthly Rent. Such
280 parking shall be used for parking of licensed, operating motor vehicles only. No parking is permitted for
281 trailers, boats, campers, buses or trucks larger than one-ton. Landlord may assign parking spaces, and
282 upon doing so the Tenant, Tenant's employees, and guests and shall limit their parking to such assigned
283 spaces. Vehicles leaking fluids shall not be parked in the parking spaces and no mechanical work (other
284 than emergency repairs) or storage of unlicensed or inoperable vehicles is permitted.

285 **ASSIGNMENT AND SUBLETTING:** Tenant will not assign their interest in this Commercial Lease or sublet
286 any portion of the Leased Property without prior written consent of the Landlord. If Tenant is a corporation,
287 partnership, limited liability company or some other business or legal entity, Tenant shall not change in the
288 ownership of the Tenant so as to add or remove one or more of Tenant's owners as of the date of this
289 Commercial Lease, without the prior written consent of Landlord.
290

291 **ALTERATIONS:** Tenant acknowledges that no representations as to the condition or repair of the Leased
292 Property, nor as to Landlord's intentions with respect to any improvements, alteration, decoration or repair
293 of the Leased Property, have been made to Tenant, unless provided in this Commercial Lease. Tenant shall
294 not make any alterations on or additions to the Leased Property nor make any contract therefor without prior
295 written consent of the Landlord. Further, Tenant will not place or cause to be placed or maintained on any
296 interior or exterior door, wall or window of the Leased Property any sign, awning, canopy, advertising matter
297 or other thing of any kind, and will not place or
298 maintain any decoration, lettering or advertising matter on the glass, window or door of the Leased Property
299 without prior written consent of the Landlord. All alterations, additions, and improvements made by Tenant
300 to or upon the Leased Property (except signs, cases, counters, or trade fixtures which shall remain the
301 property of Tenant and be removed by Tenant upon termination of this Lease) shall at once, when made or
302 installed, be deemed to have attached to the Leased Property and to have become the property of the
303 Landlord. However, if prior to termination of this Lease, Landlord so directs, by written notice to Tenant,
304 Tenant shall, prior to termination, remove all such alterations, additions and improvement which were
305 placed in the Leased Property by the Tenant and which became the property of the Landlord pursuant to this

306 provision and which are designated in said notice; and further, Tenant shall repair any damage occasioned
307 by such removal, and in default thereof, Landlord may effect said removals and repairs at Tenant's
308 expense.

309
310 **INSPECTIONS:** Except in emergencies, Landlord shall give Tenant a twenty-four (24) hour notice of intent
311 to enter the Leased Property at a reasonable time for the purpose including but not limited to, to make
312 repairs or alterations, to supply services or exhibit the Leased Property to potential tenants, purchasers,
313 mortgagees, owners or workmen. Tenant shall not deny Landlord or Landlord's inspectors access to the
314 Leased Property. Nor shall Tenant cause the Leased Property to be re-leased without the prior written
315 consent of the Landlord and without providing Landlord copies of any new keys.

316
317 **LIABILITY INSURANCE:** Landlord shall not be liable to Tenant, nor insure Tenant, for any personal injury
318 or property damage caused by the act or omission of any other Tenant or third party, or by any criminal act
319 or activity, war, riot, insurrection, fire or act of God.
320 Further, Tenant shall hold Landlord free and harmless from all claims, damages, suits, or causes of action
321 resulting from injuries to persons or property and arising in connection with Tenant's operations on the
322 Leased Property or common areas adjacent thereto.
323 Tenant shall carry, maintain and deposit proof with the Landlord of public liability insurance in such form and
324 with such companies as shall be satisfactory to Landlord, insuring Landlord as his/her interest may appear
325 against liability in the minimum amount as stated in the Specific Terms of this Commercial Lease.

326
327 **HAZARD INSURANCE:** Landlord will obtain and maintain insurance on the structure housing the Leased
328 Property for purposes of hazards, fire or other casualty in such amounts, with such insurers as Landlord
329 deems appropriate. In the event the Specific Terms call for the Tenant to pay for such hazard insurance
330 (other than as part of the CAM), the Tenant shall pay to the Landlord the amount of the hazard insurance
331 premium on or before 15 days before it is due. The hazard insurance to be obtained by the Landlord does
332 not provide any protection to Tenant either for interruption of business, loss of the structure, or loss of any
333 tenant improvements, trade fixtures, merchandise or other personal property. To the extent that Tenant
334 wishes to be protected from loss due to interruption of business, loss of the structure, or loss of any tenant
335 improvements, trade fixtures, merchandise or other personal property, Tenant shall obtain and maintain at
336 Tenant's sole expense such additional insurance coverage as Tenant may desire.

337
338 **ABSENCES:** Tenant shall notify Landlord of any anticipated absences of greater than seven (7) days or
339 such absence will be considered abandonment of the Leased Property and Landlord may re-enter and re-
340 rent the Leased Property.

341
342 **DEFAULT:** Tenant agrees that each of the terms of this Commercial Lease and of the Landlord's Rules and
343 Regulations, if any, constitutes an independent condition of Tenant's right to possession of the Leased
344 Property. If the rent or monies payable by Tenant to Landlord due under the terms of this Commercial
345 Lease, or any part thereof, shall remain unpaid for the period of time as set out in the Specific Terms after
346 written notice is given by Landlord to Tenant, or if any other term, condition or covenant of this Commercial
347 Lease to be kept or performed by the Tenant (other than the payment of rent or monies) shall be violated or
348 neglected and shall remain so for the period of time as set out in the Specific Terms after written notice
349 thereof to the Tenant by Landlord, then the Tenant does hereby authorize and fully empower the Landlord
350 to re-enter and take possession of the Leased Property immediately without any previous notice of intention
351 to re-enter and remove all persons and their property therefrom and to use such force and assistance in
352 effecting and perfecting such removal as the Landlord may deem advisable to recover at once full and
353 exclusive possession of all of the Leased Property, whether the Leased Property be in possession of the
354 Tenant or of third persons, or whether the Leased Property be vacant. The Landlord may, however, at his
355 option, at any time after such default or violation of condition or covenant, re-enter and take possession of
356 the Leased Property without such re-entering working a forfeiture of the rents to be paid and the covenants

357 to be kept and performed by such Tenant for the full term of this Lease. In such case, the Landlord may re-
358 let the Leased Property for Tenant's account and may make such repairs, alterations and additions in or to
359 the Leased Property as Tenant was obligated to make but had failed to make during Tenant's occupancy,
360 and Tenant shall, upon demand, pay the cost thereof together with Landlord's expense of the re-letting. If
361 the consideration collected by Landlord upon any such re-letting for Tenant's account is not sufficient to pay
362 monthly the full amount of the rent reserved in this Commercial Lease together with costs of such repairs,
363 alterations, and additions permitted under this paragraph and Landlord's expenses,
364 Tenant shall pay to the Landlord the amount of each monthly deficiency on demand, and if the
365 consideration so collected from such re-letting is more than sufficient to pay the full
366 amount of the rent reserved herein, Landlord may retain the same and Landlord, at the end of the stated
367 term of the Lease, shall account for the surplus to Tenant.

368
369 **ABANDONED PERSONAL PROPERTY:** Upon termination of tenancy, if the Tenant fails to remove
370 personal property from the Leased Property, Landlord agrees to give Tenant fifteen
371 (15) days notice, at Tenant's last known address, of the date Landlord intends to dispose of said property
372 either by sale or destruction, if property is not removed by Tenant.

373
374 **VACATING PRIOR TO TERMINATION:** Tenant's obligations under the terms of this Commercial Lease
375 shall not cease upon surrender of Leased Property. Such obligations shall continue until this Commercial
376 Lease expires.

377
378 **TERMINATION OF TENANCY:** Upon termination of tenancy, Tenant shall return Leased Property to
379 Landlord in as good condition and repair as when received, ordinary wear and tear excepted, and free of all
380 Tenant's personal property, Tenant's fixtures, trash and debris.

381
382 **KEYS:** Tenant is responsible for the cost of re-keying, if all keys are not returned upon vacating. Tenant
383 acknowledges that locks may not have been changed prior to taking occupancy. Tenant has the option of
384 requesting that the Landlord re-key the Leased Property at Tenant expense.

385
386 **DAMAGE/DESTRUCTION:** In the event the Leased Property shall be damaged by any casualty, Landlord
387 shall repair such damage and put the Leased Property in good condition as soon as reasonably possible.
388 Tenant shall be entitled to an equitable abatement of the Monthly Rent during the reconstruction period
389 unless said casualty and/or the resulting damage was caused by the conduct or activities of the Tenant, in
390 which case tenant shall not be entitled to any abatement of the Monthly Rent. Notwithstanding any other
391 provisions of this paragraph to the contrary, if more than 75% of the value of the Leased Property is at any
392 time destroyed or the Leased Property is condemned, then Landlord may at his election and upon notice to
393 Tenant within 30 days after such damage, terminate this Commercial Lease as of the date of such damage.

394
395 **HOLDOVER:** Should the Landlord permit the Tenant to holdover the Leased Property or any part thereof
396 after the expiration of the term of this Commercial Lease, unless renewed as provided for herein, then, and
397 unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only
398 and shall in no event be construed as a renewal of this Commercial Lease and all provisions of this
399 Commercial Lease, not inconsistent with a tenancy from month-to-month, shall remain in full force and
400 effect.

401 During the month-to-month tenancy, Tenant agrees to give to Landlord thirty (30) days prior written notice of
402 Tenant's intent to vacate. Tenant agrees to vacate upon thirty (30) days written notice from the Landlord.

403
404 **ESTOPPEL:** Tenant shall execute and return to Landlord any estoppel certificates delivered to Tenant by
405 Landlord or Landlord's agent, within 3 days after its receipt. The estoppel certificate shall acknowledge that
406 this Commercial Lease is unmodified and in full force, or in full force as modified, and state the
407 modifications. Failure to comply with

408 this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and
409 correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord
410 as a material breach of this Commercial Lease. Tenant shall also prepare, execute, and deliver to Landlord
411 any financial statement (which will be held in confidence) reasonably requested by a prospective lender or
412 buyer.

413
414 **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest in the Leased Property
415 shall be substituted as Landlord under this Commercial Lease. Landlord will be released of any further
416 obligation to Tenant regarding any deposits transferred to the transferee. For all other obligations under this
417 Commercial Lease, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

418
419 **SUBORDINATION:** This Commercial Lease shall be subordinate to all existing liens and at Landlord's
420 option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of
421 which the Premises are a part, and to any advances made on the security of the Premises, and to all
422 renewals, modifications, consolidations, replacements,
423 and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this
424 Commercial Lease, Tenant's right to quiet possession of the Leased Property shall not be disturbed if
425 Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the
426 provisions of this Commercial Lease, unless the Commercial Lease is otherwise terminated pursuant to its
427 terms. If any mortgagee, trustee, or ground Landlord elects to have this Commercial Lease placed in a
428 security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to
429 Tenant, this Commercial Lease shall be deemed prior to that mortgage, deed of trust, or ground lease, or
430 the date of recording.

431
432 **COMMON AREA MAINTENANCE (CAM):** If so indicated in the Specific Terms, Tenant agrees to pay a
433 proportionate share of the Landlord's estimated monthly common area maintenance costs (CAM), including
434 but not limited to costs for maintenance of common areas, utility and service costs, janitorial costs, snow
435 removal, insurance, real estate taxes, and any other cost or expense related to maintenance or operation of
436 the common areas. Tenant's share of the CAM shall equal the percentage as stated in the Specific Terms.
437 The Tenant's share of the CAM shall be paid at the same time and with the Monthly Rent
438 otherwise due from the Tenant. On an annual basis the Landlord shall reconcile the actual cost of the CAM
439 for the preceding year, and to extent the CAM paid by the Tenant exceeded the actual cost of the CAM the
440 Tenant's CAM for the following twelve months shall be reduced, and to the extent the CAM paid by the
441 Tenant was less than the actual cost of the CAM, the Tenant's CAM for the following twelve months shall be
442 increased to adjust for the discrepancy.

443
444 **DISCLAIMER:** The parties agree that the real estate licensees identified in the Specific Terms do not
445 guarantee the condition or permitted uses of the Leased Property, the ability of either party to perform under
446 the terms of this Commercial Lease, nor any representations made by either party or any third party. The
447 parties are further aware that the real estate licensees identified in the Specific Terms have not conducted
448 an expert inspection or analysis of the Leased Property or its condition and make no representations to the
449 Tenant as to its condition, do not assure that the Leased Property will be satisfactory to the Tenant in all
450 respects, that all equipment will operate properly or that the Property and/or improvements or intended uses
451 comply with current building and zoning codes.

452 These real estate licensees ARE NOT building inspectors, building contractors, structural engineers,
453 electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land surveyors,
454 civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
455 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

456

457 **WAIVER OF DEFAULT:** Landlord's failure to require strict compliance with the conditions of this
458 Commercial Lease or to exercise any right provided for herein, shall not be deemed a waiver of such
459 default, nor limit Landlord's rights with respect to that, or any subsequent default.
460

461 **SEVERABILITY:** If a part of this Commercial Lease is invalid, all valid parts that are severable from the
462 invalid part shall remain in effect. If part of this Commercial Lease is invalid in one or more of its
463 applications, the part remains in effect in all valid applications that are severable from the invalid
464 applications.
465

466 **NOTICES:** Unless otherwise provided, any notice required to give pursuant to the terms of this Commercial
467 Lease, may be given personally or by mailing the same, postage prepaid, certified to the party to receive the
468 notice at the address stated in the Specific Terms of this Commercial Lease or at such other places as may
469 be designated in writing by the parties from time to time. Notice will be deemed effective three (3) days after
470 mailing or upon personal delivery.
471

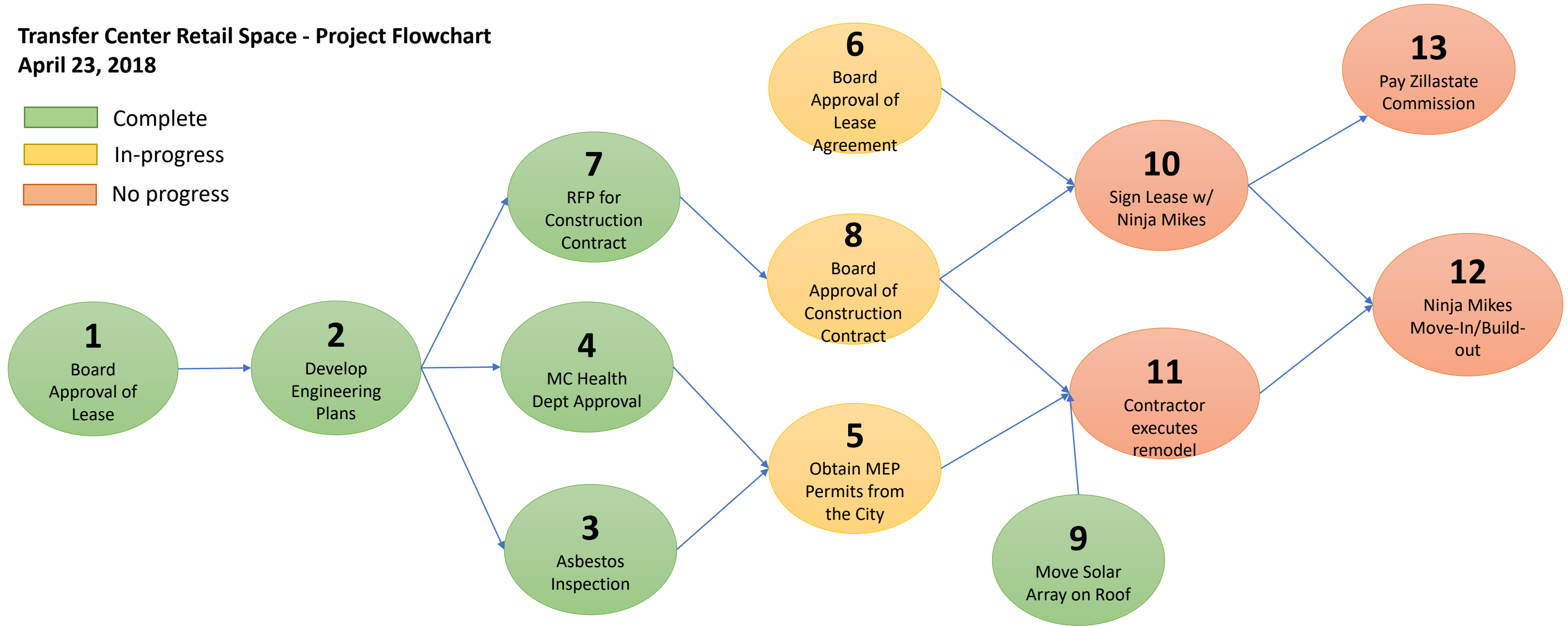
472 **TIME:** Time is of the essence to the terms of this Commercial Lease.
473

474 **ATTORNEY'S FEES:** In any action brought by the Tenant or Landlord to enforce any of the terms of this
475 Commercial Lease, the prevailing party in such action shall be entitled to such reasonable attorney fees and
476 costs as the court or arbitrator shall determine just.
477

478 **ENTIRE AGREEMENT:** The foregoing, Specific Terms and General Terms constitute the entire agreement
479 between the parties and supersedes any oral or written representation or agreements that may have been
480 made by either party. Further, Tenant has relied solely on their own judgment, experience and expertise in
481 entering into this Commercial Lease.

Transfer Center Retail Space - Project Flowchart
April 23, 2018

- Complete
- In-progress
- No progress



#	Task	Status	Next Steps	Estimated Completion
1	Board Approval of Lease	Complete	-	-
2	Develop Engineering Plans	Complete	-	-
3	Asbestos Inspection	Contract Signed.	-	-
4	Health Dept Approval	Preliminary approval.	-	-
5	Obtain MEP Permits from City	Submitted; in review.	Resubmit MEP plans for revised work.	15-May
6	Board Approval of Lease Agreement	Agreement ready.	Board Approval	26-Apr
7	RFP for Construction Contract	Solicited 6 local contractors.	-	-
8	Board Approval of Construction Contract		Select contractor; board recommendation.	26-Apr
9	Move Solar Array on Roof	Complete.	Final inspection from the City.	-
10	Sign Lease w/ Ninja Mikes			1-May
11	Contractor Executes Remodel		Execute contract.	30-June
12	Ninja Mike's Build-out / Move-in			1-July
13	Pay Zillastate Commission		Talk with Jed about terms.	31-May



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
Date: April 26, 2018

Subject: Purchase of One (1) Utility Truck

Attachments

1. Quote from Titan Truck

Recommendation: Approve the purchase of a 2019 GMC 3500, plus add-ons, from Titan Truck of Spokane, WA for a price of \$73,400.00, plus a 3% contingency.

Discussion: This vehicle will replace a 2004 Chevy utility truck that is used to respond to road breakdowns, push and tow inoperable buses, plow and sand District facilities, and other facility maintenance purposes.

In April 2017, the board approved the purchase of a utility truck from Kois Bros of Great Falls, MT. However, the firm was not able to deliver an acceptable product to the District, and we terminated our contract in March 2018.

Due to the extenuating time circumstances, and the critical nature of this vehicle to the District's operations, this procurement made use of a sole source justification.

A price analysis was conducted that determined the price 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.

Titan Truck Quote with GMC Chassis-Updated 4-15-18

Missoula Urban Transportation District

Request for Quotes for One (1) Utility Truck

Quantity: 1

Delivery Location: 1221 Shakespeare St, Missoula, MT

Earliest Delivery Date: September 2018

Basic Vehicle Requirements:

- New vehicle - **2019 GMC 3500 4WD cab chassis**
- Regular cab- **Yes**
- 8-ft bed- **Yes**
- Total GVWR – minimum 12,000 pounds- **13,200 lbs GVW**
- Warranty: **Powertrain-5-year/100,000 mile**

Electrical & Mechanical

- **6.6 L, turbo-charged diesel engine, or equivalent-Duramax**
- Automatic transmission-**6-speed Allison**
- Dual rear wheels-**Yes**
- Four wheel drive-**Yes**
- Steel wheels, including one spare tire and wheel-**Yes**
- Heavy-duty suspension-**Yes**
- Front and rear disc brakes -**Yes**
- Engine block heater-**Yes**
- 750 CCA battery-**730 CCA**
- High-output, heavy duty alternator-**Yes**
- Inverter with exterior plugs-**Not Factory, Titan will add.**

Interior

- Tan color- **Jet Black/Dark Ash**
- Heavy-duty cloth bench seat with console-**Yes**
- Air conditioning-**Yes**
- AM/FM Radio with auxiliary Bluetooth input-**GM Mylink Audio System**
- Power locks-**Yes**
- Power windows -**Yes**
- Vinyl floor covering (no carpet)-**Yes**

Exterior

- White color-**Yes**
- Front tow hooks-**Yes**
- Front push bumpers, 16 in to 32in-**Titan fabricated HD using plow mounts**
- Power mirrors-**Yes**

Additional Features:

- Backup Camera-**Titan, RearViewSafety RVS-Pickup**
- Class III receiver hitch-**Yes, HD receiver hitch**
- Engine high idle system
- Truck-bed air compressor 26-in max height-**Eagle TT55G 24" tall**
- **Above compressor will have a hose line with appropriate fitting routed to L rear.**
- **There will be a battery current cut-off switch installed L front compartment interior.**
- Hydraulic lift gate-**Tommygate G2**
- Utility box-**Knapheide flip-top, steel, w/ 41" compartments, painted**
- Tailgate salt and sand spreader (compatible with lift gate and utility box-)**Meyers 37000**
- V-style plow package-**Western MVP3**
- Quick Connect for jumper cables- **HRP JM304**
- Inverter with exterior plugs-**Dimensions 12/1800N**
- Roof-mounted warning light bar-**ECCO 12-00002-E**
- Tow package with 7-plug connector -**Yes**
- Rhino truck bed liner, or similar-**Yes**
- Radio dispatch communication console-**HAVIS Under Dash Console**
- MUTD livery & vehicle number on side panels-**Yes, with MUTD providing stickers**

Other Requirements:

- Proper sealing/coating of all welds. **Yes.**
- Vehicle delivered with full fluid levels. **Yes.**
- All wiring must be protected from corrosion due to weather and from rubbing on frame components. **Yes.**

Titan truck Equipment adheres to all current standards for 2nd stage manufacturing of motor vehicles, according to the tenets put forth by the NTEA, Established in 1964, NTEA – The Association for the Work Truck Industry, represents more than 2,000 companies that manufacture, distribute, install, sell and repair commercial trucks, truck bodies, truck equipment, trailers and accessories. Buyers of work trucks and the major commercial truck chassis manufacturers also belong to NTEA. The Association provides in-depth technical information, education, and member programs and services. Body finish, electrical work,

installation finishing, hydraulic plumbing, etc. will meet, or exceed manufacturer's standards.

Titan Price Delivered to Missoula: \$73,400.00

Chassis price: \$41,000.00

Upfit parts and labor \$32,400.00

Thank you.

Mark A. Jones -Western Montanan Sales Manager

509-710-9300, markj@titantruck.com

Titan Truck Equipment, 605 N. Fancher RD., Spokane, WA. 99212



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
For Board Meeting: April 26, 2018
Subject: Purchase of Six (6) Bus Shelters

Attachments

1. Quote from Brasco, Inc.
2. Resolution 16-07

Recommendation: Approve the purchase of six (6) bus shelters, from Brasco International, Inc., of Madison Heights, MI, for a price of \$57,450.00, plus a 3% contingency.

Discussion: This procurement made of the documented quotations method. Quotes were solicited and received from two vendors. Based on an evaluation of cost, quality of proposal, and ability of the offeror to perform, the proposal from Brasco International, Inc. was determined to offer the best value to the agency. Their proposal was also the lowest cost proposal.

The bus shelters being procured are in accordance with Resolution 16-07, adopted by the MUTD Board on 8/25/16, which established an agency standard for newly installed bus shelters.

Financial Impact: This purchase will use Federal CMAQ funding, and requires a 13.42 percent match of local funds. The local match is included in the capital reserve funds.

Brasco International, Inc.
 32400 Industrial Dr., Madison Heights, MI 48071
 (313) 393-0393 x202 local
 (313) 393-0499 fax
sloewe@brasco.com

QUOTE

Quote Date: April 9, 2018
 Quote Expiration: 30 Days from Quote Date
 Return to: sloewe@brasco.com

Quoted for:
 Vince Caristo, Project Management Specialist
 Mountain Line
 406-215-2468 | vcaristo@mountainline.com

PREPARED BY	PROJECT NAME	PAYMENT TERMS	LEAD TIME
Sean Loewe, National Sales Account Manger	Mountain Line Eclipse Shelters	Net 30 Days with Approved Credit	±14-18 Weeks from Approvals

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
6	EC-0512-C-0-AR-AL-TG-1-0-S	5' x 12' Eclipse Series Aluminum Structure Cantilever Style; Partial Side Walls with Overhanging Roof Slate Grey Powder Coat Painted Aluminum Finish—RAL 7015 3/8" Clear Tempered Safety Glass Ceramic Frit Metro Cat Graphic for Rear Center Wall Panel (artwork by client) Arched Aluminum Roof with Capri Blue Powder Coat Painted Finish—RAL 5019 and Clay Brown—RAL 8003 Accent Color 6' Eclipse Bench (Clay Brown) with Gray HDPE Bench Slats and Two Seat Dividers 24" x 48" Schedule Holder for Side Wall Solar Lighting Package with 100 Watt Flexible Solar Panel, Battery, Solar Controller, Vented Enclosure, and LED Lighting Custom Aluminum Corner Gussets with Water/Hill Sky Design	\$9,575	\$57,450
			Subtotal	\$57,450
			Freight	Included
			Total	\$57,450

This is a quotation on the above products listed and is subject to the conditions noted below.

Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing. Structures must be anchored into concrete or as otherwise specified; all anchoring hardware is included. Structural Engineering with Stamped Drawings and Structural Calculations are an additional \$975 if required and are not included in this quotation. Lead time begins after all approvals including drawings, color selections, applicable deposits, etc.

Signature of Acceptance*

Date

Print Name

Title

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.

We thank you for your business.

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Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

Terms of Payment. Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

Warranties. Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVERY

General Product Workmanship	1 Year
Powder Coat Finish	2 Years for Aluminum Products, 1 Year for Steel Products
Solar Panels	10-20 Years Per Manufacturer's Warranty
Solar Lighting Mounting Hardware	1 Year
LED Light Fixture & Engine	3 Years
Wire Harnesses and Connectors	3 Years
Solar Charge Controller	3 Years
Solar Batteries	3 Year Proration (0-12 months: 100%, 13-24 months: 50%, 25-36 months: 25% refunded / applied). Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. <u>Batteries should be installed no later than 3 months of delivery or battery warranties will be void.</u>

Limited Remedies. Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

Payment Late Charges, Certain Remedies and Recovery of Expenses. Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.

Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Cancellation. A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancellation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

Shipping and Delivery. Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Modifications and Delays. Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/additional information relative to this Contract become available.

Termination by Brasco. In addition to any other rights to terminate the Contract or suspend performance under the Contract, (A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/or its subcontractors in connection with the Contract and for all other losses and costs arising from the termination.

Lead Times. Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

Change Orders. Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of \$105.00, with relevant material cost and additional labor fees applied.

Purchaser Approvals. In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively effects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

Rejections and Returns. Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

Taxes. A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Severability. If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

Resolution 16-07
Missoula Urban Transportation District
Bus Shelter Standards

WHEREAS, The Missoula Urban Transportation District's Board of Directors approved the Bus Stop Master Plan on September 3, 2015;

WHEREAS, the Bus Stop Master Plan provides a roadmap for achieving a network of bus stops that enhances customer experience and improves operational efficiency;

WHEREAS, the Missoula Urban Transportation District is actively pursuing implementation of the Bus Stop Master Plan through federal grants and coordination with public and private developments;

WHEREAS, the Bus Stop Master Plan proposes locations where bus shelters and other amenities shall be installed, but does not provide detailed specifications for the design;

WHEREAS, uniformity of bus shelters across the system will establish an easily recognizable brand, ensure standards of quality, and minimize future maintenance costs;

NOW, THEREFORE, BE IT RESOLVED by the Missoula Urban Transportation District that the following item is established as the minimum standard for newly installed bus shelters:

- Brasco ® International 'Eclipse' Transit Shelter, with bench. Model Number ECO512-C-AR-AL-125-SO.
 - i. 146" (L) x 40" (D) x 94 13/16" (H).
 - ii. Aluminum structure – Cantilever Style
 - iii. 4^{1/2}" Round Aluminum Corner Columns and Back Header Beam with Built-In Glazing Channels
 - iv. 2 1/2" Round Aluminum Lower Horizontal Sill with Built-In Glazing Channels
 - v. Rear center glass panel with Mountain Line Metro Cat logo.
 - vi. Arched Aluminum Roof with Rafters
 - vii. Partial Sidewalls with Overhanging Roof and Open Front
 - viii. 3/8" tempered safety glass for all sides
 - ix. 1/8" aluminum roof panels.
 - x. 24" x 48" Lockable Display Case for Side Wall
 - xi. 6' Clay Brown 'Eclipse' bench w/ Gray HDPE slats.
 - xii. 6 watt Solar Lighting package with Roof Mount Solar Panel, Battery, Solar Controller, Vented Enclosure, and LED lighting
 - xiii. Colors:
 - Shelter: RAL 7015 (Slate Grey)
 - Gussets: RAL 7015 (Slate Grey)
 - Rafters: RAL 8003 (Clay Brown)

Resolution 16-07
Missoula Urban Transportation District
Bus Shelter Standards

- Bench: RAL 8003 (Clay Brown)
- Roof Sheet: RAL 5019 (Capri Blue)

AND BE IT FURTHER RESOLVED that MUTD reserves the right to approve custom designs for specific locations;

AND BE IT FURTHER RESOLVED THAT guidelines for bus shelters and other bus stop amenities are reviewed periodically to ensure alignment with goals, objectives, and resource availability.

PASSED AND ADOPTED this 25th day of August 2016.

ATTEST:

Amy Cilimburg
Secretary
Missoula Urban Transportation District

APPROVED:

Andrea Davis
Chair
Missoula Urban Transportation District



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
For Board Meeting: April 26, 2018

Subject: Purchase of Two (2) Multimodal Activity Counters

Attachments

1. Quote from Eco-Counter

Recommendation: Approve the purchase of two (2) multimodal activity counters, from Eco-Counter, of Montreal, Canada, for a price of \$11,015.00, plus a 3% contingency.

Discussion: In FY 2013, the District received a grant from the federal Congestion Mitigation and Air Quality (CMAQ) program to develop a program that would increase the mode share of public transit, walking, and bicycling. The careful monitoring of non-motorized activity levels helps the District and the City of Missoula to understand travel demand patterns, identify safety problems, and develop projects and activities that will improve non-motorized access to transit and reduce single-occupancy trips.

This procurement made of a sole source procurement method since the City of Missoula currently uses Eco-Counter equipment to monitor bicycle and pedestrian activity across the City. Contracting with another vendor for this equipment would require significant and on-going duplication costs that are not expected to be recovered through competition.

Financial Impact: This purchase will use Federal CMAQ funding and requires a 13.42 percent match of local funds. The local match is included in the capital reserve funds.

Eco-Counter

604-3981 St-Laurent
Montreal, Quebec
H2W1Y5, Canada

Contact : Danielle Dhiab
Email : danielle.dhiab@eco-counter.com
Phone : (514) 849-9779

Customer Number :

Quote Number : D-034713

QUOTE

Customer

City of Missoula, Development Services

City Hall
435 Ryman St.
Missoula, MT
59802, United States

Contact : Jessica Morriss

Delivery address if different

Subject City of Missoula, Development Services - 2 Mobile MULTIs + spare parts

Date : 3/27/2018

Code	Description	Unit Price	Qty	Price
MULTI: Portable unit to count pedestrians and cyclists separately			2	\$ 10,540.00
XGCM0030	Mobile MULTI Pedestrians/Cyclists Counter - With Direction - PYRO-Box/TUBES	\$ 4,650.00	2	\$ 9,300.00
1456	Selective tube 2x9m without Clamps	\$ 0.00	2	\$ 0.00
756	15-minute interval data recording	\$ 200.00	2	\$ 400.00
831	Eco-Visio PROFESSIONAL Account, Automatic Data Transmission, and Eco-Alert Service (1 year)	\$ 420.00	2	\$ 840.00
<i>1 set of 30-foot long (9m) Selective tubes are included for on-street counting.</i>				
Spare parts				
1038	Stainless steel bands (30m / 100') for PYRO-Box V2 (15 installations)	\$ 50.00	2	\$ 100.00
1183	25m Greenways TUBES	\$ 75.00	2	\$ 150.00
773	Filter Attachment for Greenways tubes	\$ 35.00	4	\$ 140.00
271	Bluetooth Adapter	\$ 0.00	1	\$ 0.00
SH96966666	Shipping	\$ 85.00	1	\$ 85.00

Additional mounting bands are recommended for mobile counting. A roll of bands to accommodate approximately 15 installations is \$50. Selective tubes are available in the following lengths: 16' (5 m), 20' (6 m), 23' (7 m), 26' (8 m), or 30' (9 m). Do not attempt to cut the Selective tubes. This could damage the patented interior filter for accurate on-street counting. Greenways tubes are provided in 75' (25 m) long rolls and can be cut in the field. Greenways tubes require a filter to attach the tube to the sensor. This filter is rarely replaced as they are not in the path.

Code	Description	Unit Price	Qty	Price
	Delivery lead time 4 to 5 weeks Payment by check 30 days			Total \$ 11,015.00



MUTD Board Staff Report

To: Board of Directors
From: Amy Cilimburg, Board Chair
For Board Meeting: April 26, 2018

Subject: General Manager Contract Amendment

Recommendation: Approve the General Manager Personal Services Contract.

Attachments

1. General Manager Contract

Discussion: The Board recently conducted a performance evaluation with the General Manager. The General Manager Personal Services Contract expired on February 15, 2018. It is recommended the Board approve the new Personal Services Contract retroactive to February 16, 2018, for a period of three (3) years.

Financial Impact: The increase is in the FY2018 budget.



**Missoula Urban Transportation District
General Manager Personal Services Contract**

THIS AGREEMENT is entered into by and between Missoula Urban Transportation District (hereinafter "Transportation District") and Corey D. Aldridge (hereinafter the "General Manager") under the terms and provisions set forth below:

The Transportation District is a public body organized under statutes of the State of Montana as found under Title 7 of the Montana Code for the purpose of operating and maintaining the Mountain Line Transit System in Missoula County. Powers of the Transportation District are vested in a board of directors (hereinafter the "Board").

The General Manager has specialized training, education and skills in the area of transit operations, budget and finance, marketing, public relations and human resource administration. The General Manager is to plan and implement operational systems, procedures and policies and objectives based on Board policy and to act as an advocate and resource for public transit.

NOW, THEREFORE, for and in consideration of mutual benefits to be derived by the parties, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Statement of Duties

The Transportation District agrees to employ Corey D. Aldridge as General Manager to perform the functions and duties of the Transportation District General Manager. The duties of such position are listed in Exhibit A of this Agreement but not intended to be all inclusive and may be modified from time to time by the Board. The General Manager agrees to serve in that capacity for the Transportation District on the terms and provisions set forth in this Agreement.

The General Manager shall be responsible for the day-to-day management and operations of the Transportation District as well as other duties and projects as may be assigned by the Board.

It is agreed by both parties that the General Manager is a professional hired to perform the duties specified and such other duties as are consistent with the job status and that performance of those duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. The General Manager shall not be eligible for wages greater than that identified in this agreement regardless of the number of hours worked each week. To that end, the General Manager is free to organize his work schedule in such a fashion as to accommodate his workload and shall normally be present during the Transportation District's business hours. The General Manager shall be entitled to take time off, without loss of compensation, to offset hours worked in excess of a forty (40) hour-week.

The General Manager shall devote his full time, attention, knowledge and skills solely and exclusively to the task of General Manager of the Transportation District and shall perform all duties in a professional, ethical and business-like manner.

The General Manager shall not, during the term of this Agreement, directly or indirectly engage in any other business, either as an employee, employer, consultant, principal, officer, director, advisor or in any other capacity with or without compensation that would be in conflict with the General Manager's duties upon the Transportation District's behalf.

2. Term

This agreement shall commence as of February 16, 2018, and be effective until February 15, 2021, unless terminated sooner pursuant to this Agreement. The parties may, by written mutual agreement, extend or renew the term of this Agreement and any decision by either party to affirmatively terminate this Agreement, shall give the other party at least thirty (30) days written notice prior to the termination date.

3. Performance Evaluation

The Board shall review and evaluate the General Manager's performance annually. The Board shall, in consultation with the General Manager, set annual performance goals and objectives.

4. Compensation and Benefits

- a. Salary. As compensation for the services rendered to the Transportation District, the General Manager shall be paid an annual salary of \$114,700, payable in accordance with the Transportation District's regular payroll procedures. Such compensation shall be subject to modification from year to year by Board action following its annual evaluation of the General Manager's performance. Any modification shall be inclusive of cost-of-living adjustments, if any, as the Board determines is appropriate for the General Manager and such other factors as the Board may deem pertinent including, but not limited to, industry peer analyses, employee performance evaluations, and changes in the Consumer Price Index.
- b. Sick Leave. The General Manager shall accrue and may utilize sick leave consistent with Transportation District personnel policies.
- c. Vacation Leave. The General Manager shall accrue 23 days of vacation per year and may utilize vacation leave consistent with Transportation District personnel policies for non-represented employees and shall be allowed a maximum accumulation of 480 hours. Effective on the General Manager's anniversary date, he may elect to buy down up to 40 hours of vacation leave at his current rate of pay.
- d. Holidays. The General Manager will be entitled to take paid holidays consistent with non-represented employees.

- e. Medical, Dental, and Vision Insurance. The General Manager is entitled to receive the same health care benefits as other non-represented employees; except that the Transportation District will pay both the employer and employee health care premium contributions for the General Manager and his dependents.
- f. Retirement. The Transportation District shall make a contribution of ten (10) percent of annual salary to a 401a plan, consistent with non-represented employees.
- g. Life Insurance. The Transportation District shall make premium payments for a term life insurance plan for the General Manager, with a benefit of \$100,000.00.
- h. Other. The General Manager is entitled to all benefits available to non-represented employees not listed in this contract.

5. Resignation and Termination

- a. Resignation. The General Manager shall provide the Board Chair thirty (30) days written notice prior to resigning unless a different notice period is mutually agreed to by the Board and the General Manager. No severance pay shall be paid to the General Manager under Section 5b below in the event of such resignation. This Agreement shall terminate upon the effective date of such resignation.

- b. Termination.

- i. Just Cause. The Board may terminate this Agreement for "just cause," which shall include fraud, dishonesty, misappropriation of funds, embezzlement, other acts of misconduct in the rendering of services to or on behalf of the Transportation District, the failure to properly and competently perform any of the duties of General Manager under Exhibit A of this Agreement, or the willful and continual failure or refusal to comply with the policies, standards and regulations of the Transportation District.

- ii. Any Other Reason. The Board may terminate this Agreement for any reason other than "just cause," as determined in the Board's sole discretion upon a vote of the majority of the Board.

- iii. Notice. The Board shall provide the General Manager a minimum of thirty (30) days' notice of any termination; provided, however, that the Board may suspend the General Manager from duty but his pay shall continue until his removal becomes effective.

- iv. Severance. If this Agreement is terminated for any reason other than "just cause", the General Manager shall be entitled to three (3) months of severance pay based on the then-current base salary, payable at the time of termination. In addition to the foregoing, the Transportation District shall also continue to pay the medical, dental, and vision benefits of the General Manager and his dependents for a period not to exceed three (3) months following the date of notice of termination; provided, however, that if the General Manager obtains other employment and receives medical, dental, and vision insurance, the General Manager shall notify the Transportation District when such new insurance coverage is effective, and after the

effective date of such coverage, the Transportation District shall no longer be obligated to maintain the General Manager or his dependents under the Transportation District's insurance coverage.

- c. Accrued Leave. Termination or resignation shall entitle the General Manager to a lump sum payment equivalent to all accrued earned paid time off except sick leave. Payments made for accrued sick leave, if any, will occur only in accordance with the terms of an applicable Transportation District personnel policy related to sick leave cash out.

6. Expenses

- a. Business Expenses. The Transportation District shall pay all dues of the General Manager in such professional associations that develop the professional ability and competence of the General Manager as approved by the Board. The General Manager is encouraged and is expected, from time to time, to incur reasonable expenses for promoting the business, including expenses for automobile and transportation, public relations and similar items. The Transportation District further agrees that it shall pay, or reimburse the General Manager, for such other reasonable expenses that are within a pre-established budget or pre-approved by the Board.
- b. Meetings and Seminars. In order to maintain and augment his professional involvement and professional development in the public transportation field, the General Manager is encouraged, and is expected, to attend seminars, professional meetings, conventions and educational courses related to public transportation administration and operations, and to freely participate in organized activities related to the public transportation field within a pre-established budget or pre-approved by the Board. Attendance at such meetings and accomplishment of professional duties shall be compensated service time and shall not be considered vacation time. The cost of travel, tuition or registration, food and lodging for attending such activities shall be paid by the Transportation District.

7. Authority

The General Manager's authority to obligate the Transportation District on any contract or agreement or any kind, character or nature is limited to those contracts or obligations which have been approved by the Board or which the Transportation District's financial obligation does not exceed the limits as defined and approved in the MUTD Procurement Manual. The General Manager shall have no authority to borrow funds for the Transportation District or to pledge any of its assets for any purpose whatsoever.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and contains all the agreements between them with respect to the subject matter hereof. This Agreement supersedes any and all other contracts or agreement either written or oral as discussed or negotiated between the parties.

9. Indemnification

The Transportation District shall defend and hold harmless the General Manager to the

extent required and allowed by Montana law pursuant to Section 2-9-305 MCA.

10. Modification of Terms

The terms and provisions of this Agreement shall not be modified or amended except by written agreement signed by both parties.

11. Severability

The invalidity or unenforceability or any particular provision of this Agreement shall be construed as if such invalid or unenforceable provision has been omitted.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and in the case of the Transportation District, any successor in interest.

13. Venue and Applicable Law

This Agreement is being entered into in the County of Missoula, State of Montana, and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Montana.

14. Attorney's Fees

In any action brought by any party to enforce the terms and provisions of this Agreement and their rights and obligations hereunder, the prevailing party shall be entitled to recover, in addition to any other sums, damages or entitlements, the party's costs, including court costs and reasonable attorney's fees.

MISSOULA URBAN TRANSPORTATION DISTRICT

By _____ Amy Cilimburg, Board Chair

GENERAL MANAGER

By _____ Corey D. Aldridge

Exhibit A

The following represents an example of the duties and responsibilities of the General Manager; however, they are not meant to be all-inclusive or restrictive and may be amended, modified or expanded as mutually agreed by the District and the General Manager.

Missoula Urban Transportation District Job Description

JOB TITLE: General Manager

Position Summary: Provides overall leadership and direction to all District services and resources. Serves as principal advisor to the MUTD Board of Directors. The General Manager establishes annual goals and objectives, short and long-range plans, and policies and procedures to ensure the policy direction of the Board of Directors is carried out in an expeditious and cost-effective manner. A primary responsibility is to serve as a representative and to strengthen relationships with other community agencies, jurisdictions, state and federal regulatory agencies, citizen interest groups and private businesses.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES

General Management

- Provides leadership and direction to the Senior Management Team.
- Serves as the top-level executive responsible and accountable for interpreting and carrying out the Board's directives.
- Acts as liaison between the Board of Directors and all District employees and is sole employee answering directly to the Board.
- Directs subordinate department heads to include: prioritizing and assigning work; conducting performance evaluations; ensuring that employees follow policies and procedures; and, making hiring, termination, and disciplinary decisions and recommendations.
- Provides District leadership to ensure District operations, services and activities are aligned with directives of the Board, legal requirements, and established District mission, goals and objectives.
- Directs the operation, maintenance, and promotion of the transit system in an efficient manner providing safe, efficient, and effective service to the public.
- Monitors and evaluates the performance of departments against established objectives; reviews result with responsible parties and takes or directs corrective action as necessary.

- Develops goals, plans, programs and policies for approval by the Board. Delegates to Senior Management the responsibility for attaining their portion of major overall objectives and for implementing Board programs. Reviews and approves recommendations made by Senior Management members.
- Provides staff support to the Board and receives requests and assignments from the Board as a result of Board action and initiates appropriate action based on requests or assignments.
- Provides leadership in personnel policies and initiatives, including negotiation and administration of collective bargaining agreements, wage and benefit administration, recruitment and selection, discipline and wage levels.
- Directs the fiscal management of the District including the development and monitoring of accounting procedures, internal auditing, preparation of financial documents, and budget preparation and control.
- Provides the Board with detailed oral and written information concerning District operations, services and activities; makes presentations regarding the current status of projects and programs; provides updates regarding the District's financial condition and issues affecting services and programs.
- Represents the District and the Board before local, regional, state and federal agencies and other interested parties providing information and professional consultation on matters pertaining to programs and services of the District.
- Attends, chairs and conducts a variety of meetings for the District; serves on committees as requested; represents the District and makes presentations at meetings, conferences and other events.
- Establishes contact with appropriate state and federal legislative representatives to ensure the Agency's legislative positions are represented and maintained.
- Remains current on transit issues, trends, legislation, regulation, and funding.

SUPERVISION EXERCISED

Manages directly or through other managers and supervisors all employees of the District.

KNOWLEDGE

Knowledge of:

- Management principles and practices;
- Transit operations;
- Labor contracts and employment laws and regulations;
- Local economy and transportation infrastructure;
- Local jurisdiction and agency staff;
- Federal and State regulation affecting public transportation;
- Procurement policies and practices;
- Budgetary principles and practices.

SKILLS

Skilled in:

- Monitoring and evaluating subordinate staff;
- Facilitating group decision-making;
- Reading, analyzing, and interpreting complex documents;
- Responding effectively to sensitive inquiries or complaints;
- Public outreach and communication, including offering effective talks and presentations on controversial or complex topics to top management, public groups, or boards of directors;
- Planning, organizing, coordinating and providing direction and leadership for a transit agency;
- Delegating responsibility and authority to management staff;
- Representing the Agency to legislators, civic groups, regulatory agencies and others in the community;
- Monitoring and overseeing the Agency's budget process and the major capital projects;
- Developing effective work plans, with time-bound goals and objectives;
- Interpersonal communications, as applied to interaction with coworkers, supervisors, elected officials, and the general public sufficient to exchange or convey information and to receive work direction.
- Working effectively with a volunteer board of directors.
- Strong customer service orientation.
- Experience in grant and contract administration.
- Experience in administration of state and federal regulations.

EDUCATION AND/OR EXPERIENCE

Bachelor's degree in Business Administration, Public Administration, Transportation Planning, or a related field and seven years of progressively responsible management level transportation experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

WORKING CONDITIONS

Work is primarily performed in an office environment. The incumbent must be able to perform the essential functions of the position, with or without reasonable accommodation(s). Performance of this position requires the ability to sit, stand, walk, bend, reach; move equipment and/or supplies weighing up to 25 pounds on an occasional basis. The incumbent must be able to communicate effectively; both orally and in writing, operate standard office equipment, and operate an agency vehicle to perform duties.

SCOPE AND EFFECT

This position, within the parameters of policies and procedures and through the development of its own policies and procedures, exercises a high level of independence in decision-making. Significant errors in judgment or lack of performance may cause legal and/or financial liability for the agency.

The incumbent performs other job-related duties as assigned or needed.

I have reviewed this job description and I am aware that I may request a copy at any time. I understand that MUTD reserves the right to revise or change this job description as the need arises.

Employee Signature

Date

Employee Name (Please Print)