# July 8, 2014

To: Mayor Bemrich and City Council

From: Jay Kammerer, MIDAS Transit Manager

Subject: 2014-15 DART Bus Contracts

ACTION: For vote Monday, July 14, 2014

# **Brief History**

MIDAS operates the DART bus system for the City of Fort Dodge. Public Transit is subsidized by the State and Federal Government. FTA contract 16258 is the contract for Federal funds totaling \$356,005 for operating expenses in FY15. The STA contract is for \$214,320 for operating expenses in FY15. At the workshop in February the council kept the transit levy at \$267,000 for FY15 to operate the DART system. We have been able to keep the levy at this level for several years with variations in how much will be used for capital and operations. The last two years MIDAS has used \$217,000 for operating expenses and \$50,000 for capital replacement. FTA contract 16279 and 16343 are for a grant to replace 2 DART vehicles at a Federal Participation between 80-85%. In FY14 only \$22,000 of the \$50,000 capital replacement was used to repair the bus shelter at 9<sup>th</sup> and Central. There was a delay in the state bus procurement contract so no new vehicles were acquired in FY14. In FY15 5 new vehicles will be purchased using contracts 16279, 16343, and the FY14 contract. The FY15 capital of \$50,000 and remaining FY14 \$28,000 will cover these bus purchases. The final item is the FY15 contract between MIDAS and the City of Fort Dodge. There will be no fare changes in FY15 for the citizens of Fort Dodge.

FORT DODGE

## Budget Impact

None. These contracts were built into the City FY15 budget and MIDAS FY15 budget. No additional funds are being requested.

Committee Review / Recommendation N/A

# **Alternatives**

None

Signed

Approved

Jay Kammerer, CCTM Transit Manager MIDAS Council of Governments David R. Fierke

City Manager

# Original bid request sent to the following companies:

Name	Address	City	State	ZIP
Metal Workz	3375 5th Ave S	Fort Dodge	Iowa	50501
Crimmins Welding	1834 Hwy 20	Fort Dodge	Iowa	50501
Iron Works	1924 SW Second Street	Des Moines	Iowa	50315
Precision Machine &				
Welding	215 1st Ave N	Fort Dodge	Iowa	50501
Beekman Welding	22139 1/2 Ave S	Fort Dodge	Iowa	50501

# Design Guidelines

# Webster County Wayfinding Plan In Webster County a similar approach was used in comparison to the City of Fort Dodge's signage plan. The priorities began with larger parks in the community that are well established / utilized



Webster County Conservation & City of Fort Dodge Wayfinding Design Guidelines

October 2, 2012 © RDG Planning & Design



**Rivers and Creeks** 

1/2 Mile Markers

10th Avenue North Trail

15th Street Trail

32nd Street Trail

Karl King Trail

Kenyon Road Trail

Phinney Park Trail

**Riverfront Trail** 

Soldier Creek Trail North

Soldier Creek Trail South

Williams Drive Trail

37

IGP Grant Project		Includes \$14,040 of in-kind (time/equipment), 70% reimburseable.								
Cash Available for Total Projec		Vision Iowa, IGP, Smeltzer, Deardorf, Hamilton Co/Webster City cash funds	(6,531)							
ommunity Foundation Project:	\$ 102,127.94	1,000 of Vision Iowa gets transferred for IGP project								
				Community						
Date	Payee	Description	Amount	Foundation Cash Flow	IGP Grant Tracking	Invoiced?	Paid?	Paid By		Notes
	,	·			, v			By Chamber &		
	RDG	wayfinding plan	\$ 15,000.00	Ś -	\$ -	Y	Y	County	Vision Iowa proje	ect
4/19/201	3 E-Resources	interpretative sign text/design	\$ 7,000.00	\$ 95,127.94	\$ 102,424.22	Y	Y	Comm. Fnd.		
		14 trash cans, 9 benches with backs, 6 benches w/o backs-Fort								
6/14/201	3 Pilot Rock	Dodge/Webster Co.	\$ 14,522.70	\$ 80,605.24	\$ 87,901.52	Y	Y	Comm. Fnd.		
8/19/201	3 Iowa Prison Industries	trail markers-stickers-Fort Dodge/Webster Co.	\$ 272.80	\$ 80,332.44	\$ 87,628.72	Y	Y	Comm. Fnd.		
8/28/201	3 Glasforms, Inc	trail mile markers-post-Fort Dodge/Webster Co.	\$ 1,303.52	\$ 79,028.92	\$ 86,325.20	Y	Y	Comm. Fnd.		
		Concrete foundations-information signs (7)-Fort								
	3 K&D Land Improvement	Dodge/Webster Co.	\$ 910.00			Y	Y	Comm. Fnd.		
	3 Crimmins Welding	O. F.	\$ 35,000.00			Y	Y	Comm. Fnd.		
	3 Fastenal		\$ 158.90			Y	Y	Comm. Fnd.		
	3 Menards		\$ 152.31			Y	Y	Comm. Fnd.		
	3 Menards		\$ 134.70			Y	Y	Comm. Fnd.		
	3 Menards 3 Menards	0,	\$ 40.87			Y	Y	Comm. Fnd.		
	3 Kienards 3 E-Resources	interpretative sign text/design	\$ 35.83 \$ 15,850.00			Y	Y	Comm. Fnd. Comm. Fnd.		
10/11/201		Hamilton County, City of Fort Dodge, Webster County staff time			· · · · · · · · · · · · · · · · · · ·	Y	N	IGP Grant match		
2Q201		Hamilton County, City of Fort Dodge, Webster County start time				Y	N	IGP Grant match		
3Q201		Hamilton County, City of Fort Dodge, Webster County staff time		-		Y	N	IGP Grant match		
50201		postage expense to send information to interpretive sign	- 10-105	r						
11/15/201	3 City of Fort Dodge	design	\$ 5.32	\$ 26,740.99	\$ 34,037.27	Y	Y	Comm. Fnd.		
	3 American Concrete	_	\$ 529.00			Y	Y	Comm. Fnd.		
	3 American Concrete	concrete - Riverfront panel	\$ 598.00			Y	Y	Comm. Fnd.		
10/24/201	3 Ed Ulicki	concrete pads-information signs-Fort Dodge/Webster Co.	\$ 6,948.00	\$ 18,665.99	\$ 22,146.76	Y	Y	Comm. Fnd.		
11/30/201	3 Crimmins Welding	interpretative sign panels-fabrication	\$ 13,100.00	\$ 5,565.99	\$ 9,046.76	Y	Y	Comm. Fnd.	Invoice #907	
	American Concrete	Hamilton Co/Webster City	\$ 522.50	\$ 5,043.49	\$ 8,524.26	N		Comm. Fnd.	Not invoiced yet.	
	Bomgaars	Hamilton Co/Webster City	\$ 17.08	\$ 5,026.41	\$ 8,507.18	N		Comm. Fnd.	Not invoiced yet.	
	Central IA Building	Hamilton Co/Webster City	\$ 59.40	\$ 4,967.01	\$ 8,447.78	N		Comm. Fnd.	Not invoiced yet.	
	Fastenal	Hamilton Co/Webster City	\$ 51.30	\$ 4,915.71	\$ 8,396.48	N		Comm. Fnd.	Not invoiced yet.	
Stephanie Houk Sheetz:		Hamilton Co & Webster City-remaining expenses	\$ 5,880.72	\$ (965.01)	\$ 2,515.76	N		Comm. Fnd.	Not invoiced yet.	Stephanie Hou
owa Great Places cash		materials							Not invoiced yet.	Iowa Great Place ends.
flow ends.		E-Resources:interpretative sign text/design - layout								
	-	corrections CO-Hamilton Co/Webster City							Not invoiced yet.	
		Crimmins install							Not invoiced yet.	
	 	Equipment match	\$ 1,108.00 \$ 14.020.00	-	\$ 1,407.76	Y	N	IGP Grant match		
	4 E-Resources		+			Ŷ				
2/ 14/ 201	4 E-Resources	interpretative sign text/design-all interpretative sign panels-install (650*10):Fort Dodge/Webster	\$ 13,100.00							
	Crimmins Welding	Co	\$ 6,500.00			N			Not invoiced yet.	
	Crimmins Welding	trail marker panels-Fort Dodge/Webster Co.	\$ 4,840.00			N			Not invoiced yet.	
	Crimmins Welding	2 additional sign panels - fabrication	\$ 5,500.00			N			Bid received	
	Crimmins Welding	2 panel converted to double-sided: Fort Dodge/Webster Co	\$ 650.00			N			Bid received.	
	Ed Ulicki		\$ 3,052.00			N			Not invoiced yet.	
		Concrete foundations-information signs (3)-Fort							,	
	K&D Land Improvement	Dodge/Webster Co.	\$ 390.00			N			Not invoiced yet.	
		3 remaining: re-rod, bolts, etc. for foundations-Fort								
	Fastenal	Dodge/Webster Co.	\$ 67.71						Not invoiced yet.	Estimate
		3 remaining: materials for foundation install-Fort								
	Menards	Dodge/Webster Co.	\$ 65.28						Not invoiced yet.	Estimate
		3 remaining: re-bar for foundation install-Fort Dodge/Webster								
	Menards	Co.	\$ 57.73						Not invoiced yet.	
	Iowa Prision Industries	trail marker stickers-Fort Dodge/Webster Co.	\$ 1,200.00			N			Not invoiced yet.	
	E-Resources	interpretative sign text/design & sign fabrication-all	\$ 4,310.00			N			Not invoiced yet.	
4Q201		Hamilton County, City of Fort Dodge, Webster County staff time	\$ 3,521.10			N	N	IGP Grant match		
1Q201		Hamilton County, City of Fort Dodge, Webster County staff time							Not tracked yet	
	A	Hamilton County, City of Fort Dodge, Webster County staff time							Not tracked yet	
2Q201	.4		\$ 180,290.28							

# CONTRACT FOR TRANSPORTATION SERVICES BETWEEN The City of Fort Dodge (Hereinafter referred to as City) AND MIDAS COUNCIL OF GOVERNMENTS (Hereinafter referred to as MIDAS)

WHEREAS, MIDAS has an interest in provision of transportation services to the City of Fort Dodge, and

WHEREAS, the City has been officially designated as the urban transit system for the City of Fort Dodge pursuant to Section 324A.1 Code of Iowa and has vehicles and facilities available for transporting those persons,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

- A. Purpose and Timeframe
  - 1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system.
  - 2. The contract period shall begin on 1 July, 2014 and continue through 30 June, 2015. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

#### B. Description of Service

- 1. All transit services will be provided in vehicles open to the public without discrimination.
- 2. Service shall be provided week-days except on the following holidays: New Year's Day, Good Friday afternoon, Independence Day, Memorial Day, Thanksgiving, Christmas Eve Afternoon, Christmas, and New Year's Eve afternoon.
- 3. Service hours under this contract shall be 6:00 a.m. through 6:00 p.m. weekdays except on the above-named observed holidays. Services after 6:00 p.m. and on week-ends will be on a pre-scheduled basis. Service hour changes made by MIDAS are effective upon approval from the City.
- 4. Service shall be daily demand-responsive transportation within the City service area. Services include, but are not limited to, Headstart, Foster Grandparents, Jefferson Shuttle, Paratransit Services, and other demand responsive transportation needs within the City of Fort Dodge.

Service shall include operating six fixed routes within the City of Fort Dodge. These routes operate Monday through Friday on half-hour, hour, and two hour headways.

5. Access to demand responses service shall be obtained by calling DART for ride reservations no later than the day before the date of the requested ride.

6. Service fares shall be as follows:

Cost per unit:			
-	Daily	Monthly	
Fixed Route – Adult	\$1.50	\$38.00	
Student	\$1.00	\$23.00	
Paratransit	\$3.00		
Per Hour	\$27.00	Wait Time	\$12.00
Per Mile	\$1.67		
Foster Grandparents	One half the star	idard per hour fare	Ð.

All revenues generated by the DART system including contract revenues will be the sole property of MIDAS, to be used to maintain the DART system. All general public fares will be reported by MIDAS as passenger revenues to meet all City reporting requirements. If there is a deficit MIDAS will cover the shortfall.

Additional passenger transportation services may be provided on an incidental basis with no funding provided by the City under this contract. Such services may include after hours transportation not-open-to-public for customers of the City. It may also include charter services to other groups provided such are eligible under Federal Transit Administration (FTA) rules. Such incidental services shall not exceed 20% of the total usage of any vehicle provided to MIDAS and shall be reported separately as noted below.

- 7. Services shall be insured with the following coverage:
  - a. Commercial Auto Liability \$1,000,000.00
  - b. Uninsured and underinsured motorist \$75,000.00
  - c. Property Damage Insurance (Replacement Value)
  - d. Workmen's Compensation
  - e. Errors and Omissions

MIDAS shall secure bids and award an insurance contract to a carrier of its choice. MIDAS will name the City as co-insured.

 Continuity of services shall be provided through access to MIDAS RTA vehicles located in Fort Dodge. Although MIDAS will make every reasonable attempt to ensure service is uninterrupted, if there is a break down or accident there is no guarantee that spare or backup vehicles will always be available.

#### C. Responsibilities of the Transit System

- 1. MIDAS shall serve as independent contractor.
- 2. MIDAS shall provide and maintain in safe and presentable condition such vehicles as are required to provide the services described above.
- 3. MIDAS shall employ and train, clean and courteous personnel as necessary to provide the services described above. Each driver shall have a commercial driver's license.
- 4. MIDAS shall conduct drug and alcohol testing of all personnel performing safety sensitive duties under this agreement. The testing program shall conform to all requirements of the Federal Transit

Administration. Drivers must also pass a pre-employment drug and alcohol test and remain in a random drug and alcohol test pool once hired.

- 5. MIDAS shall operate all services described above including scheduling and dispatching support.
- 6. MIDAS shall notify City in the event of any unavoidable interruption or delay in service.
- 7. MIDAS shall notify City of any incidents relating to passengers served under this contract.
- 8. MIDAS shall insure services to the limits described above, providing City with a certificate of insurance to this effect. Such insurance shall not be cancelled except after 30 days notice to City.
- 9. MIDAS shall accept all risk and indemnify and hold City harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or injury or death of any person arising out of the acts or omissions of MIDAS or its employees or agents.
- MIDAS shall maintain accounting and records for all services rendered and shall assure that all
  persons handling project funds, including passenger revenues, are bonded to levels appropriate for
  the amounts of funds handled.
- 11. MIDAS shall provide to City a quarterly billing for services to be rendered in the subsequent quarter.
- 12. MIDAS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to City upon request.
- 13. MIDAS shall permit inspection of its vehicles, services, books, and records by City.
- 14. MIDAS shall provide information about the availability of the above described services, as well as other services of MIDAS to both the target population of this contract and the general public.
- 15. MIDAS shall comply with all applicable state and federal laws, including but not limited to, equal opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, affirmative action, and freedom of information laws.
- 16. MIDAS shall be responsible for the maintenance of the building and vehicles supplied for the provision of this service. Maintenance will be performed by MIDAS mechanics or appropriately trained professional trade personnel.
- D. Responsibilities of the City
  - 1. City shall provide funding as identified in this contract based upon the projected difference between operating costs for described services and revenues from system revenues and/or from available state and federal transit operating assistance funds.
  - 2. City shall promptly pay all justified billings under this contract. Bills over 30 days due shall be subject to an 18% Annual Percentage Rate interest charge.
  - 3. City shall comply with all state and federal laws regarding nondiscrimination in relation to services covered by this contract.
  - 4. City shall inform MIDAS of any changes affecting the transportation needs of the target population including changes in client addresses, activity schedules, or weather related program changes by the City.

- 5. City shall assist MIDAS as requested in the design and scheduling of transit services to meet the needs of the target population.
- 6. City shall assist MIDAS as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of MIDAS.
- 7. City shall report to MIDAS any costs incurred in carrying out its responsibilities under this contract.
- 8. City shall indemnify and hold MIDAS harmless for any loss caused by MIDAS's inability to provide services.
- 9. Vehicles for the provision of services described in this contract shall be supplied as follows:
  - A. See Building and Vehicle Lease Agreement

#### E. Compensation

- 1. The City will provide equal quarterly payments of the mutually negotiated operating subsidy to MIDAS beginning on July 1, 2014. Annual operating subsidies will be negotiated in conjunction with the City budget process. The annual operating subsidy for FY 15 has been established as \$217,000.
- The City will pay 1 lump sum payment to MIDAS for Capital Improvement Projects which include new buses, vans, bus shelters, etc. Annual funding levels will be negotiated in conjunction with the City budget process. The annual funding of this account for FY 15 has been established as \$50,000.
- 3. MIDAS will receive STA totaling approximately \$214,320 and FTA totaling \$356,005 for FY15.
- 4. Payment of justified billings shall be due within 30 days of billing.
- F. Reporting
  - MIDAS shall report the following items to IDOT on behalf of the City: Total number of miles provided Total number of rides provided Total passenger revenues collected Fully Allocated cost Quarterly revenue miles, rides by fare category,
  - MIDAS shall report the following items to IDOT on behalf of the City at year-end: Total number of miles provided Total number of rides provided Total passenger revenues collected Actual fully allocated costs of service Revenue Miles Revenue Hours Elderly Rides Disabled Rides
  - 3. Items to report to the City on an on-going basis shall include incidents involving passengers transported under this contract, any uses of subcontracted providers to avoid interruptions in

service, and any interruption in service. A copy of the MIDAS annual audit shall be provided to the City.

#### G. Entire Agreement

1. This contract contains the entire agreement between the City and MIDAS. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

#### H. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both the City and MIDAS. Changes must also receive the concurrence of the Iowa Department of Transportation, Office of Public Transit.

#### I. <u>Termination</u>

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 90 days prior to the date of cancellation.

#### J. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

#### K. Assignability and Subcontracting

- 1. This contract is not assignable to any other party without the express written approval of the City and MIDAS with the concurrence of the Iowa Department of Transportation, Office of Public Transit.
- 2. No part of the transportation services described in this contract may be subcontracted by MIDAS without the express written approval of the City and Iowa DOT.
- 3. Not withstanding the provisions in *K.1* above, it is hereby agreed that MIDAS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by MIDAS to avoid a service interruption. The City shall be notified, in advance if possible, each time this provision is invoked.

# ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For the City of Fort Dodge	For MIDAS
Date:	Date:

# TRANSIT JOINT PARTICIPATION AGREEMENT TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA) BUS AND BUS FACILITIES PROJECT [CFDA 20.526]

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5339 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **City of Fort Dodge (DART)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grant IA-34-0003 includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. One minvan (repl FD43)	11.12.15	\$ 41,225	85%
<ol> <li>One 30' medium duty bus (repl FD42) (fixed route, surveillance)</li> </ol>	11.12.03	\$151,300	85%

Total Federal Ceiling:

\$ 192,525

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at <u>http://www.iowadot.gov/transit/joint\_participation.html</u>).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **October 1, 2013, through June 30, 2015**. [Any project element not obligated twelve months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangement(s) is received from the DEPARTMENT.]

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

For the DEPARTMENT:

Michelle McEnany, Director Office of Public Transit Iowa Department of Transportation

Matt Bemrich, Mayor City of Fort Dodge (DART)

# TRANSIT JOINT PARTICIPATION AGREEMENT TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA) **CAPITAL INVESTMENT ASSISTANCE PROJECT** [CFDA 20.500] AND CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (CMAQ) [CFDA 20.509]

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5309 and 5311 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **City of Fort Dodge (DART)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grants IA-04-0117 and 85-X034 include the project detailed below, programmed for the AGENCY:

	Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1.	One 176" light duty bus (repl FD33)(surveillance) (partial 04-0117)	11.12.15	\$ 67,112	83%
2.	One 176" light duty bus (repl FD33)(surveillance) (partial 85-X034)	11.12.15	\$ 9,714	80%
		Total Federal Ceiling:	\$ 76,826	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at <u>http://www.iowadot.gov/transit/joint\_participation.html</u>).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **October 1, 2013** through **June 30, 2016**. [Any project element not obligated two months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangement(s) is received from the DEPARTMENT.]

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

For the DEPARTMENT:

Michelle McEnany, Director Office of Public Transit Iowa Department of Transportation

Matt Bernrich, Mayor City of Fort Dodge (DART) .

# TRANSIT JOINT PARTICIPATION AGREEMENT TO IMPLEMENT A STATE TRANSIT ASSISTANCE (STA) FORMULA PROJECT

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) is authorized under Chapter 324A of the Code of Iowa to provide State Transit Assistance to Iowa's public transit systems, and

WHEREAS, the **City of Fort Dodge (Dodger Area Rapid Transit)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, the DEPARTMENT has approved funding for the AGENCY as described below:

Description of Project Element	% of Available STA	Estimated Formula Allocation
Formula Support of Public Transit Services (may be used for any operating or capital expenses required for support of AGENCY'S public transit services)	<b>1.677784%</b> .	\$214,320

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at *http://www.iowadot.gov/transit/joint\_participation.html*).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall advance on a monthly basis, 1/12<sup>th</sup> of the above-described funds to the AGENCY for support of eligible costs to be incurred, as long as all reporting requirements have been met.

THIS AGREEMENT TO BE IN EFFECT from July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

1.

Matt Bemrich, Mayor City of Fort Dodge For the DEPARTMENT:

Michelle McEnany, Director Office of Public Transit Iowa Department of Transportation

# TRANSIT JOINT PARTICIPATION AGREEMENT TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA) NON-URBAN OPERATING ASSISTANCE PROJECT [CFDA 20.509]

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5311 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **City of Fort Dodge (Dodger Area Rapid Transit)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grant IA-18-X031 includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. SFY 2015 Operating Assistance	30.09.00	\$ 356,005	50%
	Total Federal Ceiling:	\$ 356,005	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at http://www.iowadot.gov/transit/joint\_participation.html).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

### THIS AGREEMENT TO BE IN EFFECT from July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

Matt Bemrich, Mayor City of Fort Dodge For the DEPARTMENT:

Michelle McEnany, Director Office of Public Transit Iowa Department of Transportation

# MIDAS COUNCIL OF GOVERNMENTS 602 1ST AVENUE SOUTH FORT DODGE, IA 50501

# Invoice

Date	Invoice #
7/1/2014	0714302

Bill To

City of Fort Dodge Attn: City Clerk 819 1st Ave, S. Fort Dodge, IA 50501

Description	A	mount
Transit Assistance for the quarter		54,250.00
Transit Assistance for the quarter Ump CAPITAL PAIMENT 14-15		54,250.00 50, 000
Please remit to above address.	Total	<del>⊷\$54,250.0</del> 0