

TENTATIVE AGENDA
FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
BOARD OF DIRECTORS MEETING
ORDER OF BUSINESS
THURSDAY, AUGUST 8, 2019 AT 5:30 PM
801 LEESBURG RD.
FORT WAYNE, IN 46808

- I. REGULAR MEETING: to start at 5:30 PM
 1. Reading, correcting and approval of the Minutes of the previous meeting(s):
 - a. Regular Board Meeting Minutes (7/11/2019)
 - b. Marketing Committee Minutes (7/11/2019)
 - c. Finance Committee Meeting Minutes (8/5/2019)
 2. Written Communications from the public, including petitions and remonstrances:
 3. Reports in the following order:
 - a. Board of Directors Reports:
 - i. Finance Committee:
 - ii. Personnel Committee:
 - iii. Marketing Committee:
 - iv. Legislative Committee:
 - v. Executive Committee:
 - vi. Transportation Planning Committee:
 - b. Staff Reports:
 - i. Controller's Report:
 1. Record of Transmittals
 2. Controller's Update
 - ii. General Manager's Report
 4. Introduction and/or Adoption of Resolutions and Ordinances:
 - a. Resolutions:
 1. R-04-2019 Renewed Contract for Cougar Express/Univ of St. Francis
 - b. Appropriations Ordinances:
 - c. General Ordinances:
 5. Old Business:
 6. New Business:
 - 2020 Budget for Board Approval
 7. Public Comment¹
 8. Open Discussion by the Board

¹ Public Comment is only available to those individuals who pre-registered according to Citilink Policy.

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
Board Minutes
July 11, 2019

The July meeting of the Board of Directors of the Fort Wayne Public Transportation Corporation/ Citilink was held on Thursday July 11, 2019 starting with an Executive Session at 5:11 pm and the regular board meeting starting at 5:40 pm, located at the Citilink offices, 801 Leesburg Road, Fort Wayne, Indiana.

Directors Present: Ms. Sherese Fortriede, Chair, Mr. Ronald Steinman, Mr. Glynn Hines, Mr. Nelson Coats, Ms. Lana Keesling, Mr. Nathan Hartman, Mr. Howard Traxmor

Directors Absent: None

Staff Present: Mr. Maurice Pearl, Ms. Jean Marie Boykins, Mr. Bruce Miller, Mr. Jason Trabert, Ms. Claudia Harris-Stevenson. (No members from union present)

Others Present: Mr. Tom Trent, Corporate Counsel, Mr. Denny Logan, Corporate Counsel, Officer Jack Barbour.

Ms. Fortriede began with roll call of members and noted that all Board Members were present.

Approval of Minutes: Ms. Fortriede moved to the reading, correcting and approval of the previously distributed regular Board Meeting minutes from 6/13/2019 and Executive Session minutes of the Board of Directors from 6/13/2019 and Marketing Committee Meeting minutes 5/29/2019, as amended. Mr. Steinman made the motion to approve the minutes as amended. Mr. Hines seconded. The minutes were approved unanimously.

Communications from the Public, Including Petitions and Remonstrance's: None

Board of Directors Committee Reports:

Finance Committee – No report.

Personnel Committee – No report.

Marketing Committee – Met prior to the Board meeting.

Legislative Committee – No Report.

Executive Committee – No Report.

Transportation Planning Committee– No report.

Staff Reports:

Controller's Report

Mr. Miller distributed the Interim Record of Transmittals for the period of July 1-11, 2019.

Controller's Report: Overall revenue is under budget by approximately 12% due to estimated property tax circuit breaker. Operating expenses are under budget by approximately 5%.

Citilink's cash balance as of June 30, 2019 is roughly \$673,000 lower than the same date a year ago.

Statement of Net Earnings: Property taxes currently under budget approximately \$380,304. Mr. Miller indicated that based upon current estimates, we are likely to receive an additional \$70,000 of property taxes than what was originally budgeted net of circuit breaker. Mr. Hartman asked if Mr. Miller can add a line in reference to using circuit breaker. Mr. Miller indicated that he would adjust the Statement of Net Earnings presentation to account for the circuit breaker. FTA 5307 - Operations is currently under budget approximately \$309,542. Mr. Traxmor asked why we do not draw down more money on FTA 5307 - Operations. Mr. Miller explained it takes away money that will be needed for buses and we try to limit what we can so we don't use up all of our capital.

Cash Balance Reports: Total at the end of June 2019 is approximately \$4,044,207. Operating is \$1,569,511, Workers' Comp is approximately \$1,000,000, Liability is approximately \$256,521, and matching fund is approximately \$350,384.

Total Operating expenses currently under budget by approximately \$343,400.

Mr. Steinman made motion to approve the Interim Record of Transmittals for July 1- 11, 2019, and the Record of Transmittals for June 1-30, 2019. Mr. Coats seconded. They were approved unanimously, with Mr. Coats abstaining from any payments to DWD.

General Manager Report:

- Fuel costs per gallon for the month of June was \$2.29. Fuel locked in through June 2020 is at \$2.05 per gallon.
- The Citilink 2018 FTA National Transit Database report was submitted on March 30th. The 4th revision was sent on June 25th.
- The FTA Title VI Program was submitted July 2, 2019.
- Safety & Security: Camera system. Mr. Trabert successfully completed everyone onsite this week. He will start Tuesday with a long list of items that need to be addressed, especially with the WiFi system. They found a bad wire and replaced it and also solved several other problems. Safety Program was implemented and have started postings on review of preventable collisions. The Federal Transit Administration (FTA) conducted an on-site review of Citilink's Drug & Alcohol Program on June 27 & 28, 2019. Final report was reviewed with senior management. Overall, Citilink did a fantastic job. There were a few findings/action needed. FTA was really impressed with the management of our Drug & Alcohol Program and with the due diligence. Need to update our current Drug & Alcohol Policy prior to printing the new CBA books.
- Employee/Board Development: Two hostlers left Citilink employment. One hostler was hired on 7/8/2019. Another hostler in process of being hired. Marketing manager interviews were conducted last week and will continue next week.
- Collaborations/Advocacy: Meeting was held with David Nicole of United Way. Mark Palmer initiated meetings with Sen. Brown, Rep. Leonard and Rep. GiaQuinta. Mr. Pearl introduced himself to them with a quick bio. They were asked to ride the bus as well.
- Market Development/Community Relations: Transit Development Plan – next Steering Committee meeting planned for late July. Mr. Bailey has report on social media.
- Ridership: June numbers are on the goal stats report. Mr. Pearl and others had conference call with Urban Transit Associates (UTA) President to coordinate their free demo passenger counter system. Will be speaking with Mr. Avery and Mr. Vondran regarding getting funding with the APC's. Ms. Fortriede indicated that the data on the APC's is useful to NIRCC and it's very detailed.

The WiFi on the buses has been working well. Mr. Trabert's team did a good job of getting the WiFi stickers on all of the buses.

Introduction and/or Adoption of Resolutions and Ordinances:

Mr. Pearl introduced R-03-2019: Amendment to Citilink Title VI Program which needs modification every 3 years.

Mr. Traxmor made motion to approve the amended Citilink Title VI Program. Mr. Steinman seconded. R-03-2019 was approved unanimously.

Old Business:

Mr. Steinman asked if the Company Trustees have met with the Union Trustees yet regarding the pension audit. Ms. Boykins indicated that the next pension meeting will be in August or September. Mr. Miller noted they will discuss the pension audit at the next meeting.

New Business:

2019 Budget for Board Approval

Public Comments: None.

Open Discussion by the Board:

Mr. Steinman gave Kudo's to Mr. Trent for doing a great job in the community for the **2019** ISBA Goalball and Judo International Qualifier. In the future, Mr. Trent noted that they will need busing for the athletes to the various venues. In June 2018, Turnstone received the official designation as one of 14 U.S. Olympic and Paralympic Training Sites.

Mr. Traxmor asked if Ms. Boykins can get some temporary administrative HR assistance then have the person transition to full time position to take up some of the heavy work load. Mr. Pearl noted that we are in the process of getting this done.

There being no further business, the meeting adjourned at 6:23 PM.

Attest:

Sherese Fortriede
Chair

Ron Steinman
Vice Chair

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
Marketing Committee Meeting
July 11, 2019

The Marketing Committee of the Board of Directors of Fort Wayne Public Transportation Corporation held a meeting at Citilink Offices at 801 Leesburg Road, July 11, 2019 beginning at 4:45 pm

Board Members Present: Sherese Fortriede, Chair, Howard Traxmor, Nelson Coats

Others Present: Maurice Pearl, General Manager/CEO, Jean Marie Boykins, HR Director, Stephan Bailey, PH Digital

Discussion topics:

- **Marketing Position Hiring:** Job description and job posting have been completed. Reese apologized that job description did not get forwarded originally. Reese did follow up and send on 7/12/19 to Committee. Jean Marie sent job posting via email to Stephen Bailey, and WorkOne on 7/12/2019. WorkOne distributed to over 30 community partners and posted on social media. The advertisement was also posted by WorkOne on Indiana Career Connect Channel 21 Alive Job Board. Reese is looking for federal grant writing skills, graphic design, and adobe skills. Reese gave brief update on the interviews that had been conducted. Still interviewing.
- **Bus Prices for Wraps:** Reese suggested to increase beginning August 1, 2019 to move from \$500/month to \$1,000/month for new buses only. Nelson suggested anyone new coming on board also would pay \$1,000/month. All agreed for the increase. Time limit for the wraps could be 3 months to 3 years. We currently bill quarterly.
- **Continuous rotation topics for Social Media:** Stephan met with Reese on 7/10/19. Discussed bio regarding Reese and why he rides the bus. General overview of riding public transit and actively riding the bus.

- **Next Meeting:** Date to be determined

The meeting adjourned at approximately 5:30 pm.

ATTEST:

Sherese Fortriede, Chair

J. Nelson Coats

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION

August 5, 2019

The Finance Committee of the Board of Directors of the Fort Wayne Public Transportation Corporation met on Monday, August 5, 2019 at Citilink, 801 Leesburg Road, 1st Floor Conference Room, Fort Wayne, Indiana 46808 beginning at 8:00 a.m.

Committee members present: Mr. Nelson Coats, Chair; Mr. Glynn Hines; Mr. Ron Steinman; and Ms. Lana Keesling

Staff members present: Mr. Maurice Pearl, General Manager; Mr. Bruce Miller, Controller; and Mr. Jason Trabert, Maintenance Director

Others Present: Tom Trent, Corporate Counsel

The committee met and discussed the proposed 2020 budget as prepared by Citilink executive personnel. The Committee resolved, by a motion made and duly seconded, to recommend passage of the said 2020 budget to the full board at its regularly scheduled meeting on August 8, 2019, subject only to splitting the property tax rate in order to fund the “Special Transportation Cumulative Fund” (Matching Fund) by approximately \$500,000.00.

There being no further business, the meeting adjourned at 9:00 a.m.

Attest:

J. Nelson Coats,
Chairman

Glynn Hines
Secretary



Fort Wayne Public Transportation Corporation
801 Leesburg Rd.
Fort Wayne, Indiana 46808

To: Citilink Board of Directors

From: Reese Pearl, General Manager

Date: August 5, 2019

Re: Board Meeting Thursday, August 8, 2019

Here is an update on current projects and notes for your next board meeting which is set for Thursday, August 8, 2019 in the Conference Room at the Citilink Offices, 801 Leesburg Road, and regular board meeting starting at 5:30 pm. **Please contact Ruth Vosmeier if you are unable to attend the meeting.**

Financial (Goal 5: Financial Responsibility)

- Fuel costs for the month of July were: Current per gallon cost - \$2.45, Avg. price for 2019 is \$2.30. Locked in for July 2020 at \$2.0812 per gallon
- 2020 Budget presented to Finance Committee on August 5, 2019
- Credit card machine in the process of being implemented at Central Station
- Citilink mid-year health insurance review was held on July 18th.
- Approval of the Cougar Express Agreement 2019-2020

Safety & Security (Goal 1: Safety)

- Major progress made in having every camera functioning properly.
- **Safety Committee:** As of August 5th, 15 working days since last preventable collision.
- The Federal Transit Administration (FTA) conducted an on-site review of Citilink's Drug & Alcohol Program on June 27 & 28, 2019. Continuing to gather requested documentation and complete revisions for compliance. Due in September.

Employee/Board Development (Goal 3: Employee & Board Development)

- **Employee Update:** Ruth Vosmeier has been promoted to Executive Assistant. Ruth previously worked in customer service.
- One hostler have been hired to fill an open positions
- Another hostler in the process of being hired
- UTA meeting held on July 24th

Collaborations/Advocacy (Goal 7: Community Livability)

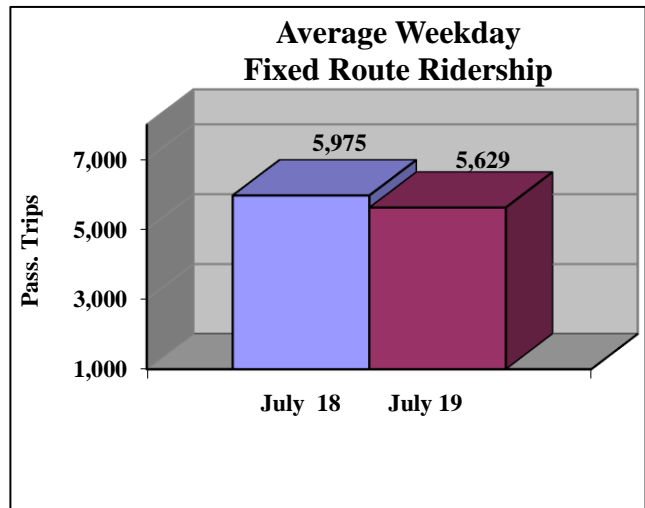
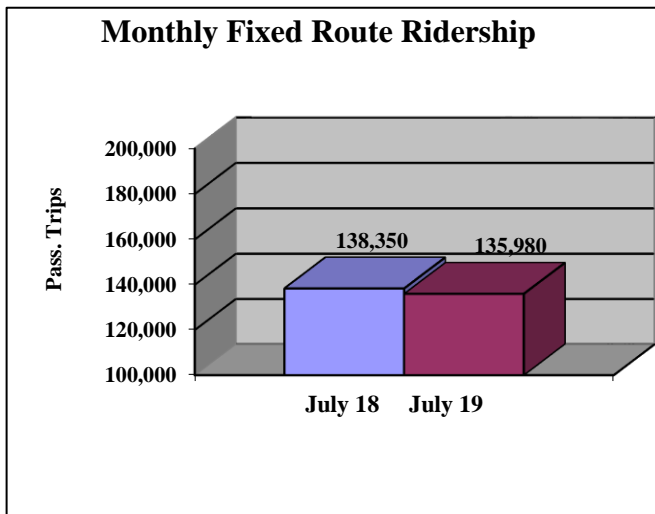
- Pam Schieber attended the Parking Partners meeting on July 11th.
- Pam Schieber attended the Northeast Indiana Military Assistance Network meeting on July 17th.
- Met with Kerri Garvin from Indiana Michigan Power along with field representatives from Indiana Michigan Power

Market Development/Community Relations (Goal 6: Ridership)

- **Transit Development Plan:** Employee stakeholder meeting held August 7th
- **Shared Mobility Pilot Program:** July 15th , VeoRide
- **Veteran Center Ribbon Cutting:** Attended
- **Met with Patti Hays, CEO, AWS Foundation**
- **Turnstone tour:** Maurice Pearl toured

Ridership (Goal 6: Ridership)

- **Fixed Route:** Ridership for the month of July 2019 was 135,980 trips. This compares to 138,350 passenger trips for July 2018 (**decrease of -2,370 trips/-1.71%**). On-time performance was at 89.83%. Average weekday ridership for the month of July was 5,629.
- **Token Transit:** Mobile pass sales for July was 3,048 for net of \$9,358.20. Usage was 2,572 on fixed route and 476 on Access.
- **TDP meeting:** Held July 25th.
- Citilink is coordinating with Urban Transit Associates (UTA) for a free demo of their passenger counter system. Tom Kowalski provided to staff on July 24th, a thorough presentation of data UTA offers.
- McMillian Park ridership - 47



**July Average Fixed Route Passengers per Hour
By Route – Weekdays Only**

Route 1-Waynedale Northcrest	16.05
Route 2-Time Corners Georgetown	21.71
Route 3-Village Woods Canterbury	14.30
Route 4-Wells Ludwig Parkview	18.49
Route 5-Southeast Local	7.51
Route 6-Franke Park McKinnie	16.68
Route 7-Anthony Oxford	15.01
Route 8-Glenbrook Southtown	20.37
Route 9-Broadway Taylor Gateway	13.64
Route 10-Lewis New Haven	18.98
Route 21-Dupont Road	5.45
Route 22-West Jefferson Lutheran	6.16
Route 31X- Downtown/ARC Express	3.17
Route 15 - MedLink	2.53

- **ACCESS:** Citilink Access ridership for the month of July 2019 was 6,289 trips compared to 6,158 provided in July 2018 (**increase of 131 trips/2.13%**). On-time performance was 98.51%. Average Access weekday ridership for July was 274 trips/day.
- **5310 Pass Through to Community Transportation Network:** CTN provided 803 trips in July 2019.
- **Greyhound:** For the month of July 2019 Citilink CSR's at Central Station sold 690 tickets (766 were sold in 2018) & processed 32 packages/bags (38 processed in 2018).

Mission: Connect people by providing the highest quality sustainable public transportation while pursuing continuous improvement and growth.

2019 Citilink Goal Stats Summary Report

Goal 1 - Safety

Road Calls	January	February	March	April	May	June	July	August	September	October	November	December	Total	Goal	Description
Fixed Route															
2019 Major Road Calls	3	0	0	3	2	3	4						15	35 or less	Total Road Calls
YTD	3	3	3	6	8	11	15								
Access															
2019 Major Road Calls	1	0	1	2	2	3	3						12	10 or less	Total Road Calls
YTD	1	1	2	4	6	9	12								
Accidents															
Fixed Route															
2019 Preventable Accidents	1	6	2	0	0	4	1						14	20 or less	Preventable
YTD	1	7	9	9	9	13	14								
Total Collision Accidents	1	10	5	0	1	7	5						29	report only	Total Accidents
YTD	1	11	16	16	17	24	29								
Access															
2019 Preventable Accidents	0	1	0	0	0	1	1						3	8 or less	Preventable
YTD	0	1	1	1	1	2	3								
Total Collision Accidents	2	1	2	0	0	2	1						8	report only	Total Accidents
YTD	2	3	5	5	5	7	8								

Goal 2 - Customer Service

On-time Performance															
Fixed Route															
2019 On time performance	90.16%	91.52%	90.81%	87.24%	88.69%	86.89%	89.83%						89.31%	90%	
Access															
2019 On time performance	94.50%	93.63%	96.75%	98.05%	98.59%	99.29%	98.51%						97.05%	95%	

Goal 5 - Financial Responsibility

Expenses															
Fixed Route Cost/Hour	\$87.71	\$83.65	\$84.73	\$98.87	\$93.31	\$91.07	\$92.31						\$90.24	\$86.00	
Access Cost/Trip	\$32.14	\$26.97	\$23.68	\$32.54	\$28.04	\$29.15	\$28.61						\$28.73	\$29.00	\$28 or less
Free Access Trips on FR	1,420	1,256	1,453	1,674	1,504	1,366	1,471						10,144		Report only
Revenue															
Fixed Route															
2018 Farebox Revenue	\$169,525	\$84,652	\$85,158	\$88,255	\$90,190	\$86,524	\$93,742	\$93,400	\$90,656	\$111,190	\$88,172	\$73,286	\$1,154,750		
2019 Farebox Revenue	\$152,987	\$84,388	\$87,594	\$85,894	\$106,358	\$76,287	\$84,706						\$678,214	\$1,433,600	2019 budget amount
Monthly +/-	(\$16,538)	(\$264)	\$2,436	(\$2,361)	\$16,168	(\$10,237)	(\$9,036)						(\$19,832)		
YTD +/-	(\$16,538)	(\$16,802)	(\$14,366)	(\$16,727)	(\$559)	(\$10,796)	(\$19,832)						(\$95,622)		
Access															
2018 Farebox Revenue	\$12,798	\$13,767	\$17,645	\$13,636	\$17,001	\$13,304	\$16,735	\$15,157	\$13,632	\$17,571	\$14,345	\$15,260	\$180,851		
2019 Farebox Revenue	\$14,039	\$12,874	\$20,558	\$13,606	\$15,645	\$13,655	\$12,797						\$103,174		
Monthly +/-	\$1,241	(\$893)	\$2,913	(\$30)	(\$1,356)	\$351	(\$3,938)						(\$1,712)		
YTD +/-	\$1,241	\$348	\$3,261	\$3,231	\$1,875	\$2,226	(\$1,712)						\$10,471		

Goal 6 - Increase Ridership

Fixed Route															
2018 Passenger Trips	137,760	135,422	145,440	133,499	143,397	141,706	138,350	154,608	135,116	160,011	137,015	130,804	1,693,128		
2019 Passenger Trips	121,990	125,274	135,475	139,412	139,277	127,658	135,980						925,066		
Monthly +/-	(15,770)	(10,148)	(9,965)	5,913	(4,120)	(14,048)	(2,370)						(50,508)		
YTD +/-	(15,770)	(25,918)	(35,883)	(29,970)	(34,090)	(48,138)	(50,508)						(240,277)		
Access															
2018 Passenger Trips	6,207	5,923	6,412	6,151	6,347	5,927	6,158	6,782	5,648	6,823	5,958	5,603	73,939		
2019 Passenger Trips	5,839	5,899	6,735	6,583	6,555	5,582	6,289						43,482	report only	

Monthly +/-	(368)	(24)	323	432	208	345	131							1,047	
YTD +/-	(368)	(392)	(69)	363	571	916	1,047							2,068	
Purchased Trips															
2018 Purchased Trips	905	883	897	902	899	889	897	916	876	877	878	879		10,698	
2019 Purchased Trips	764	810	832	808	829	840	803							5,686	report only
Monthly +/-	(141)	(73)	(65)	(94)	(70)	(49)	(94)							(586)	
YTD +/-	(141)	(214)	(279)	(373)	(443)	(492)	(586)							(2,528)	
Total Ridership															
2018 Passenger Trips	144,872	142,228	152,749	140,552	150,643	148,522	145,405	162,306	141,640	167,711	143,851	137,286		1,777,765	
2019 Passenger Trips	128,593	131,983	143,042	146,803	146,661	134,080	143,072	0	0	0	0	0		974,234	5% increase
Monthly +/-	(16,279)	(10,245)	(9,707)	6,251	(3,982)	(14,442)	(2,333)							(50,047)	
YTD +/-	(16,279)	(26,524)	(36,231)	(29,980)	(33,962)	(48,404)	(50,737)							(240,737)	
Greyhound Ticket Sales															
2019 Passenger tickets sold	552	647	751	608	638	639	690							4,525	report only
2019 Packages/bags	36	37	50	24	40	40	32							259	report only

Attachment D: USF Express Route Operating Budget 2019-2020

	Service Days	Hours per day	Fall semester hours	Cost per hour	Total cost Fall semester
Fall Semester	74	10.42	771	\$87.50	\$67,462.50
			Spring semester hours		Total cost Spring semester
Spring Semester	72	10.42	750	\$87.50	\$65,625.00
			Total service days	Total service hours	Annual transportation cost
2019/2020 School Year totals		146	1521		\$133,087.50

* Additional service may be added with pending agreement between both parties

Marketing

	Responsible Party
Cougar Express Route Signage	Citilink - None anticipated
Cougar Express Media Release	USF
Cougar Express Brochure Printing & Distribution	USF
Citilink Discount Bus Pass/Route 9/Systems Map information	Citilink
Social Media/Website Promotion	Citilink/USF
Other Promotions/Special Activities	Citilink/USF/META

Capital

Citilink to use one (1) BOC van with Cougar Express wrap with a Citilink labled van to be used as backup

RESOLUTION 04-2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF FORT WAYNE PUBLIC TRANSPORTATION CORPORATION (D/B/A CITILINK) AUTHORIZING THE EXECUTION OF THE 2019/2020 COUGAR EXPRESS TRANSPORTATION AGREEMENT BETWEEN CITILINK AND THE UNIVERSITY OF SAINT FRANCIS

WHEREAS, on or about August 24, 2018, Fort Wayne Public Transportation Corporation (d/b/a Citilink) (“Citilink”) entered into an agreement with the University of Saint Francis (“USF”) for the provision of certain public transportation services for the 2018/2019 school year (the “Previous USF Transportation Contract”), which expired in May 2019; and

WHEREAS, the Board of Directors of Citilink (the “Board”) deems it to be in the best interests of Citilink to enter into a transportation services agreement with USF for the 2019/2020 school year on substantially similar terms to the Previous USF Transportation Contract and substantially in the form of the draft thereof presented to the Board on August 8, 2019 (the “2019-2020 USF Transportation Contract”), with such changes, modifications, revisions, and additions as authorized hereby.

NOW THEREFORE, BE IT

RESOLVED, that Citilink be, and it hereby, is authorized to enter into the 2019-2020 USF Transportation Contract, with such changes therein and additions thereto as may be approved or deemed necessary, appropriate, or desirable by the General Manager/CEO of Citilink (the “2019-2020 USF Transportation Contract”), the execution thereof by the General Manager/CEO of Citilink to be conclusive evidence of such approval and determination;

FURTHER RESOLVED, that the General Manager/CEO of Citilink be, and hereby is, authorized, in the name and on behalf of Citilink, to negotiate the terms of, and execute and deliver the 2019-2020 USF Transportation Contract and any other exhibits, attachments, schedules, documents, agreements, instruments, amendments and certificates related thereto or required thereby containing such terms and conditions, setting forth such rights and obligations and otherwise addressing or dealing with such subjects or matters determined to be necessary, appropriate or desirable by the General Manager/CEO of Citilink, the execution thereof by the General Manager/CEO of Citilink to be conclusive evidence of such determination, and to do all such other acts or deeds as are or as are deemed by the General Manager/CEO of Citilink to be necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this Resolution;

FURTHER RESOLVED, that Citilink be, and it hereby is, authorized to perform fully its obligations under the 2019-2020 USF Transportation Contract and any such other

documents, agreements, instruments or amendments and to engage without limitation in such other transactions, arrangements or activities (collectively, the “Activities”) as are reasonably related or incident to, or which will serve to facilitate or enhance for the benefit of Citilink the transactions contemplated by, this Resolution, and to enter into such other agreements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated by, this Resolution; and

FURTHER RESOLVED, that all documents, agreements and instruments previously executed and delivered, and any and all actions previously taken by the General Manager/CEO of Citilink in connection with or related to the matters set forth in, or reasonably contemplated or implied by, this Resolution be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects and for all purposes as the acts and deeds of Citilink.

ATTEST:

APPROVED:

Glynn Hines, Secretary
Fort Wayne Public Transportation
Corporation

Sherese Fortriede, Chairman
Fort Wayne Public Transportation
Corporation

Adopted this 8th day of August, 2019 by a vote of _____ ayes and _____ nays.



UNIVERSITY of
SAINT FRANCIS™

COUGAR EXPRESS AGREEMENT 2019-20

This Agreement (this “Agreement”) is entered into by and between the FORT WAYNE PUBLIC TRANSPORTATION CORPORATION (hereinafter referred to as “Citilink”), and the UNIVERSITY OF SAINT FRANCIS OF FORT WAYNE, INDIANA, INC. (hereinafter referred to as “USF”), effective as of August ____, 2019.

WHEREAS, Citilink is the public transportation corporation located within the City of Fort Wayne, Indiana. Citilink has the authority and capacity to provide public transportation services in and around the City of Fort Wayne and its suburban territory;

WHEREAS, USF is an Indiana nonprofit corporation that, among other things, provides undergraduate and graduate education services to its students in the City of Fort Wayne. Specific to this Agreement, USF has its main campus located at, and around, 2701 Spring Street, Fort Wayne, Indiana 46808 (the “Main Campus”) and its downtown campus locations at _____ (collectively, the “Downtown Campus”). The Main Campus and Downtown Campus are sometimes collectively referred to herein as the “USF Campuses.”

WHEREAS, Citilink and USF are authorized by the laws of the State of Indiana to contract with each other for the provision of public transportation services within the City of Fort Wayne and the USF Campuses;

WHEREAS, Citilink and USF desire to implement an express route demonstration project between the Main Campus and the Downtown Campus (the “USF Cougar Express”);

WHEREAS, the appropriate authorities of each party have authorized the execution of this Agreement between Citilink and USF for general public, student, employee, and visitor transportation services to be provided by Citilink.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I.

The USF Cougar Express will be provided for a period beginning with the first day of classes Fall Semester 2019, currently scheduled for August 26, 2019, and continue through the last day of Spring Semester 2020, currently scheduled to conclude on May 1, 2020 (the “Service Term”). To the extent that any provisions of this Agreement are performed outside of the Service Term, the terms and conditions of this Agreement will govern as of the effective date hereof

through the last day of the Spring Semester 2020, at which time, unless this Agreement is renewed by mutual agreement of the Parties, this Agreement will terminate (the “Agreement Term”).

Section II.

Citilink will, during the Service Term, furnish public transportation services between the USF Campuses with time schedules and routes as set forth in Attachment “A” (the “Schedule”), which are hereby made a part of this Agreement. No per ride cash fare will be charged for the public transportation services listed on the Schedule. Regular fares as established by the Citilink Board of Directors, shall apply to all regular fixed route service not listed on the Schedule.

The Schedule may be amended by the mutual agreement of Citilink and USF. The parties agree to jointly analyze the USF Cougar Express prior to the commencement of the Spring Semester 2020. All service changes will be completed sixty (60) days prior to the first day of class for the next semester, allowing preparation time for the publicity campaigns that accompany said changes. Any modification to the Schedule may result in a change in the number of service hours provided by Citilink as well as the fees charged under this Agreement.

Citilink will provide USF with periodic ridership reports during the Service Term.

Section III.

USF and Citilink will identify the points at which stops will be made to receive or discharge passengers by the buses providing the USF Cougar Express. Said stops on the USF Campuses will be identified by markers provided by Citilink and installed and maintained by USF and said stops located on City of Fort Wayne rights of way **to be identified, if applicable, under the current working agreement with the City of Fort Wayne.**

This Section will not preclude “flag stops.” A “flag stop” is defined as a stop at any safe intersection where a rider or potential rider signals the bus and the driver deems it safe to stop and let the rider or potential rider board or alight the bus.

Section IV.

Citilink will exercise due diligence to adhere to the Schedule. Minor deviations from the adopted Schedule due to variations in traffic, weather or passenger load conditions shall not be deemed to be a default hereunder.

Section V.

USF and Citilink will jointly determine the number of hours of bus transportation service required as well as the cost per service hour, as outlined in Attachment “B” hereof, which is made a part of this Agreement, and use these figures to calculate the Total Operating Cost for the USF Cougar Express.

For Fall Semester 2019, Citilink will invoice USF the first week of October for the number of hours of service provided in the months of August and September. Citilink will invoice USF

the first week of November for the number of service hours provided in the month of October. Citilink will invoice USF the first week of December for the number of service hours provided in November. Citilink will invoice prior to the end of the calendar year for the number of service hours provided in December.

For Spring Semester 2020, Citilink will invoice USF the first week of February for the number of hours of service provided in the month of January. Citilink will invoice USF the first week of March for the number of service hours provided in the month of February. Citilink will invoice USF the first week of April for the number of service hours provided in the month of March. Citilink will invoice USF the second week of May for the number of service hours provided in April through the end of the 2020 Spring Semester, which as of the date of this Agreement is scheduled to end on May 1, 2020.

All invoices from Citilink to USF will be paid in full within 30 days of receipt of such invoice. Interest shall accrue at the rate of 18% per annum on all late and/or unpaid invoices.

Section VI.

Additional Service, as defined below and as allowed under U.S. Department of Transportation, Federal Transportation Administration (“FTA”) regulations, may be provided to USF upon mutual agreement of the parties. The charge for the Additional Service will be at a rate of **\$87.50/hour**, which is indicative of the total cost per hour per bus (the “Hourly Rate”). USF will be charged from the time that any additional bus leaves the Citilink garage to the time that the bus returns to the garage, plus an additional fifteen (15) minutes for driver report pay. Additional Service is defined as any public transportation services provided by Citilink to USF that is in addition to USF Cougar Express outlined in the Schedule. For example, Additional Service includes the addition of buses, days and/or times for public transportation service that are not covered by the Schedule.

Citilink will prepare a billing on a case-by-case basis of all requests for Additional Service and will timely invoice USF for such services.

Additional Service will be based upon availability of Citilink personnel, equipment and whether or not the request is in compliance with the prevailing Federal regulations. All Additional Service must be for a minimum of three consecutive hours in duration. All requests for Additional Service must be made in writing 24 hours in advance to Citilink.

Section VII.

This Agreement provides for the use of a medium duty bus (30’) with USF markings for primary express route service. It also allows Citilink to operate either its regular full sized public transit buses (heavy duty coaches), medium duty bus, or vehicles normally used for deviated fixed route services (light duty buses) as substitutes as needed.

Section VIII.

Citilink agrees to offer a discounted pass program during the Service Term of this Agreement and USF will promptly advise Citilink should it agree to participate in such a program. Discounted passes shall be for regular fixed route service anywhere within the Citilink service area. Discounted 31 Day Adult Passes (full cost of \$45.00) will be made available to students, staff and faculty of USF at a 10% discount (\$4.50 discount each Pass) for a cost of \$40.50 per 31 Day Pass.

The total number of discounted passes available for sale shall not exceed 8,000 per academic year. USF, may (at their cost) provide an additional discount of 10% per 31 Day Adult Pass to the students, staff and faculty (\$4.50 discount each Pass). After such discounts, the cost to the rider would be \$36.00 per 31 Day Pass.

Passes will be offered to students, faculty, and staff on a monthly basis at the stated discount. For the purposes of this Agreement, the maximum number of passes available to each eligible user is limited to four (4) 31 Day Passes per semester. Discounted passes must be purchased within the Service Term to receive the scheduled discount. Discounted passes will not be available for the general public. Discounted passes are to be distributed only to those eligible as described above. Sale to eligible individuals will be contingent on the presentation of proper and current identification and limited to individual personal use only.

USF agrees (should they decide to provide discounted passes): (i) to provide, at a minimum, one pass outlet where students, staff and faculty may purchase discounted passes during the Service Term; and (ii) to make discounted passes available for purchase to all students, staff, and faculty during regular Fall and Spring Semesters for the Service Term.

Section IV.

The obligations assumed by Citilink herein are expressly subject to strikes, walkouts, acts of God, lockouts, or other civil or industrial disturbances, fires, floods, accidents to vehicle, or other causes not within the control of Citilink and which, by the exercise of due diligence, Citilink is unable to prevent or overcome (each a "Force Majeure Event"). It is further agreed that in the event no service is rendered by Citilink during any such period that compensation shall be proportionately abated during such period.

Section X.

Any notice or other communication required or desired to be given must be in writing and sent by certified mail, return receipt requested, or personally served. Each such notice is deemed to be duly given three days after deposit in any depository maintained by the United States or when personally served. Each such notice must be addressed to the parties at the following addresses or to any other address as may be specified by a party by a notice given as provided herein:

To Citilink: Fort Wayne Public Transportation Corp.
Attn: Maurice Pearl
General Manager
801 Leesburg Road
Fort Wayne, Indiana 46808

To: USF University of St. Francis of Fort Wayne, Indiana, Inc.
Attn: Rich Bienz
Vice President of Finance and Operations
2701 Spring Street
Fort Wayne, Indiana 46808

Section XI.

The USF Cougar Express operated by Citilink between the USF Campuses will be open to the public. It will provide connectivity to USF campuses as well as direct connections with Citilink fixed routes 1, 2, 3, 4 and 9.

Section XII.

USF and Citilink will undertake and conduct a program designed to publicize the existence of the USF Cougar Express and to acquaint its staff, faculty and students with the availability of the USF Cougar Express during the Service Term. All advertisements, publications and/or electronic communications for the USF Cougar Express will include the Citilink logo and a means of directly contacting Citilink, along with an indication of whether the advertisement and/or publication was published by USF or Citilink, if applicable. Citilink will provide appropriate maps and schedules for the convenience of the staff, faculty and students of USF. Unless the parties make separate written arrangements to the contrary, each individual party shall be solely responsible for funding all publicity and advertising they initiate and produce. Citilink reserves the right to review and approve all publicity and advertising content related to this Agreement to confirm compliance with Citilink's Advertising Policy and USF agrees to submit all publicity and advertising material to Citilink for review Ten (10) days prior to implementing it.

Section XIII.

Citilink will provide and use at all times, buses that are in good and safe mechanical condition. Those vehicles will be maintained in reasonably clean condition. Citilink will make a good faith effort to regularly use vehicles, which display exterior markings that allow patrons to quickly identify that the vehicle is part of the USF Cougar Express. It is recognized that USF and Citilink may wish to uniquely "Brand" the vehicle normally used to provide the USF Cougar Express. All unique Branding must be approved in writing by both parties to this Agreement. One medium duty bus will be specifically dedicated to the USF Cougar Express. That vehicle will be re-painted or wrapped in a manner chosen by USF and approved by Citilink. USF agrees to cover

the rebranding cost associated with the dedicated bus for the USF Cougar Express. Final design approval will be at the discretion of the Citilink General Manager. Citilink will provide USF exterior advertising space, subject to Section XII above, in exchange for co-marketing activities to promote the express route.

Section XIV.

Citilink will provide competent and duly licensed drivers by whom its buses shall be driven. Citilink will assume full and complete responsibility for the condition of its buses and, at all times, the qualifications and competence of its drivers. USF assumes no obligations whatsoever for either of the same. Private contracting between USF and Citilink's off duty employees for driving services outside of Citilink's operations is solely between USF and the contracted individual. Citilink is therefore neither responsible nor liable in any way for actions that may occur or arise from that private contract.

Section XV.

In providing and furnishing bus services during the Service Term, Citilink shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of USF. USF shall not have control over Citilink operations in connection with providing the USF Cougar Express, except as provided in this Agreement. USF shall not have control or supervisory rights whatsoever over the drivers of the buses used in the USF Cougar Express who shall be employed by Citilink. Citilink drivers working the USF Cougar Express route shall not be considered agents or employees of USF and shall be subject solely to Citilink supervision and control.

Section XVI.

Citilink will maintain comprehensive general liability, property damage, and auto/bus insurance in an amount appropriate to its operation as a public transportation service provider, and will provide evidence of such coverage to USF by means of an annual Certificate of Insurance from its insurance carrier. Such policies shall name USF as an additional insured.

Section XVII.

USF will absorb the cost of any modifications to their respective facilities including installation of curb cuts, alterations in barriers, crosswalks, bus stop modifications and other capital improvements which they deem necessary to facilitate the USF Cougar Express service. USF agrees to permit Citilink buses and other vehicles operated with or by supervisors to operate on paved roads and/or other areas of either campus as mutually agreed.

Section XVIII.

Citilink agrees to maintain the buses and operate bus service provided hereunder in a safe, efficient and lawful manner and, in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the State of Indiana, the City of Fort Wayne and/or USF. Citilink will communicate with and seek assistance from the Fort Wayne

Police Department on all traffic and police related matters that occur while providing the USF Cougar Express. Citilink will also seek the involvement of campus security and other local agencies when appropriate. USF will communicate related matters that effect traffic or security related issues that may affect the USF Cougar Express.

Section XIX.

Any of the parties may terminate their obligations under and participation in this Agreement with ninety (90) days written notice to the other party. Citilink reserves the right to discontinue service within thirty (30) days of receiving such notice from USF and terminate its obligations under and participation in this Agreement if USF exercises its right to withdraw under this Section.

The parties to this Agreement may extend the Agreement Term by written consent of both parties at any time. The terms of any extension shall be agreed upon in writing and all changes to any provisions upon such extension shall be included and become part of this Agreement.

No action or defense may be founded upon this Agreement except by the parties' signatories hereto.

Section XX.

Citilink, in accepting this Agreement, attests that the Citilink is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rule and regulations prescribed by the Secretary of Labor, which is incorporated herein by reference. Citilink further attests that it is in compliance with the following laws, as amended, and their implementing rules and regulations, as a condition of this Agreement:

1. Title VI and VII of the Civil Rights Act of 1964
2. Rehabilitation Act of 1973 (P.L. 93-112)
3. Section 504, Total Accessibility Act
4. Americans with Disabilities Act of 1990

Section XXI.

This Agreement cannot be assigned or subcontracted without the written and dated agreement of both parties.

The obligations and undertakings of each of the parties to this Agreement shall be performable in Fort Wayne, Indiana in the County of Allen.

This Agreement is governed by the laws of the State of Indiana.

This Agreement, with its amendments and attachments, constitutes the entire agreement between Citilink and USF, all negotiations, and all understandings between the parties are merged herein.

IN WITNESS WHEREOF, the parties have set their hands to this agreement by their authorized persons on the dates set forth below next to their respective signatures.

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION d/b/a Citilink

By: _____ Dated: _____
Maurice Pearl, General Manager

UNIVERSITY OF ST. FRANCIS OF FORT WAYNE, INDIANA

By: _____ Dated: _____
Rich Bienz, Vice President of Finance and Operations

USF Cougar Express Route Contract 2019-20 Attachments

- A. **USF Cougar Express Route Map, Calendar of Operation, and Time Schedule**
- B. USF Cougar Express Budget