



Minnesota Regional Transit
Board: Records.

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REGIONAL TRANSIT BOARD
 270 Metro Square Building
 St. Paul, Minnesota 55101
 612/292-8789

Amended

MEETING OF THE REGIONAL TRANSIT BOARD
 Monday, September 29, 1986
 Council Chambers
 4:00 p.m.

AGENDA

1. Call to Order, Roll Call and Approval of Agenda
2. Approval of Minutes of September 2, 1986, Meeting
3. REPORT OF THE POLICY COMMITTEE Todd Lefko,
Chair
 - a. Regional Transit Board Referrals Process*
4. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE Ruth Franklin,
Chair
 - a. Revision of Bylaws - Timing of Regular Meetings*
 - b. Opt-Out Service in Eden Prairie, Chanhassen and Chaska*
 - c. Request for Proposal for Consultant Services for Design of the I-394 Timed-Transit Stations*
 - d. Metro Mobility Administrative Center Contract*
 - e. Recommended Metropolitan Transit Commission Impact Assessment Process*
 - f. Approval of Competitive Transit Grant Application*
 - g. Certification of Property Tax Levy, Res. No. 86-20*
 - h. Metro Mobility Provider Contracts
5. OTHER BUSINESS
 - a. Chairman's Report
 1. Cancellation of October 6, 1986, Board Meeting
 - b. Members' Reports
 - c. Staff Reports
6. PUBLIC COMMENT

Elliott Perovich
 Chairman

* Please bring material from earlier meeting packets.

Brent
Harris

Engel
Bend
Weaver
Ding
Bortone

REGIONAL TRANSIT BOARD
ROLL CALL AND ATTENDANCE SHEET

DATE: 9/29/86

BOARD OR COMMITTEE RTB

MEMBER NAME	PRESENT	VOTE	Bylaw VOTE	Res. on VMTA VOTE	VOTE	VOTE
Chairman	✓		✓	✓		
Kenneth Bedeau (P)		4:15	absent	✓		
Doris Caranicas (P)	✓		✓	✓		
Ruth Franklin (Chair, A & F)	✓		✓	✓		
Alison Fuhr (P)	✓		✓	✓		
Paul Joyce (A & F)	✓		✓	✓		
Edward Kranz (A & F)	no					
Todd Lefko (Chair, Policy)	✓		✓	✓		
Bernard Skrebes (A & F)	no	✓	✓			

REGIONAL TRANSIT BOARD

DATE: 9/11

BOARD OR COMMITTEE will you attend.? Sept 29

MEMBER NAME	<u>tax levy +</u>	
Chairman	H-421-6377	✓
Kenneth Bedeau (P)	0-521-2251 H-529-4281	yes
Doris Caranicas (P)	H-375-1851	yes
Ruth Franklin (Chair, A & F)	0-755-2880 H-421-1213	yes
Alison Fuhr (P)	H-920-1566	yes
Paul Joyce (A & F)	0-932-2205 (private) H-935-5929	yes
Edward Kranz (A & F)	0-333-4500 H-437-2593	no - he has his own
Todd Lefko (Chair, Policy)	H-645-4944	yes
Bernard Skrebes (A & F)	H-633-2277 0-645-0261	no

REGIONAL TRANSIT BOARD

270 Metro Square Building, St. Paul, Minnesota 55101

Minutes of the Meeting of the
REGIONAL TRANSIT BOARD
Metropolitan Council Chambers
September 15, 1986

BOARD MEMBERS PRESENT: Elliott Perovich, Chairman; Kenneth Bedeau, Doris Caranicas; Alison Fuhr; Paul Joyce; Edward Kranz; Todd Lefko and Bernard Skrebes

MEMBERS ABSENT: Ruth Franklin

OTHERS PRESENT: Greg Andrews, Mary Fitzgerald, Judy Hollander, Katie Turnbull, Randy Rosvold, Jerry Brechlin, Roane Smothers, Mike Kuehn, Regional Transit Board Staff; Dirk deVries, Metropolitan Council Liaison to RTB; Steve Alderson, Karen Lyons, Ann Braden and Steve Wilson, Metropolitan Council; Greg Failor, Metropolitan Transit Commission; and Steve Bertrand

The meeting was called to order at 4:00 p.m. and roll taken. The chair noted that an amended agenda was on the table. Caranicas moved approval of the amended agenda and Fuhr seconded the motion. The motion carried unanimously.

Skrebes moved approval of the minutes of the August 18, 1986, meeting; Joyce seconded the motion, noting that the minutes should be amended to show that Glenn Olson received five votes on his appointment to the Metropolitan Transit Commission. The minutes as amended were approved unanimously.

CONSENT LIST

Project Development Report and Location and Design Study Report for 10th Avenue from County State Aid Highway 17 to Trunk Highway 300 in Shakopee Minnesota

Lefko moved that the Consent List dated September 8 be approved; Joyce seconded the motion. The motion carried unanimously.

PRE-DRAFTING NOTICE TO THE REGIONAL TRANSIT BOARD, DEVELOPMENT GUIDE,
TRANSPORTATION CHAPTER

Ann Braden, Metropolitan Council, distributed a handout on the revision of the Transit Policy Plan component of the Transportation Chapter of the Metropolitan Development Guide. Lefko asked how it fits into the Transit Service Needs Assessment, the Implementation Plan and other processes. Braden said there are a number of studies underway and they should be close enough to completion so they can be used as background information. Lefko asked if, in a year and a half we have done some of our preliminary studies and at that point find there are different conclusions, when will that start to appear? Steve Wilson said the policy plan revision is just beginning and the major issues have been identified. At some point there will be a policy debate and the RTB can respond to the proposed policy plan. Lefko said that with this timing the RTB will precede the Council; what is the legal relationship since the discussion will have taken place? Wilson said he does not know of any issues over which there would be disagreement. There is a timing lapse but ultimately the Metro

Governance legislation says the RTB will prepare an Implementation Plan based on the Policy Plan. It appears the Implementation Plan must match the Policy Plan.

The chairman said RTB will continue to operate as it does now because of legal mandates. It seems we are on a collision course and will have to go ahead while the Council completes its process. After adoption, we will have to adjust the Implementation Plan according to the Council. Caranicas said this discussion highlights the need for continuing communication with the Council. It is clear we should have more meetings with them.

Fuhr said RTB is being studied to death and she is concerned that the Legislature is trying to set stumbling blocks. Perovich said that probably would not happen with the Policy Plan revision. The corridor study will be completed by the end of this year by the Council and no major change in the transit element is expected. Lefko said there is a potential jurisdictional conflict if a clear understanding is not developed.

In response to Skrebes' question, Wilson said there will be many background meetings. The legislation requires that the agencies work together. Caranicas said the entire planning processing is in a constant state of change.

deVries said the pre-drafting notice is an outline of how the Council will examine the new Policy Plan. Most of the studies will be done by the end of this year. Next year they start doing a much longer range plan. All the socio-economic data has changed in the last five years.

REPORT OF THE POLICY COMMITTEE

Committee Chair Lefko said the committee has begun discussing the Transit Service Needs Assessment. The chairman said it is important that members study the Transit Service Needs Assessment before the next meeting and call staff members if they have questions. It is important that members become familiar with this document.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

REVISION OF BYLAWS, TIMING OF REGULAR MEETINGS

Committee Vice Chair Joyce reviewed the committee report dated September 9, 1986. At this time the proposed amendment to the Bylaws is presented to the board. It will be acted upon at the meeting of September 29, 1986. Joyce moved that the matter be placed on the agenda of that meeting. Caranicas seconded the motion. The motion carried unanimously.

RESOLUTION REQUESTING THE METROPOLITAN COUNCIL TO CERTIFY 1987 DEBT SERVICE, RESOLUTION NO. 86-19

Joyce asked Andrews to review this item since it was part of the amended agenda. Andrews reviewed the staff report dated September 15, 1986. The matter was discussed at the Administration and Finance Committee meeting as well. We are in the process of certifying the tax levy. The Metropolitan Council is currently authorized to issue \$8.5 million in general obligation certificates. The 1987 capital budget anticipates the unissued bonds will be needed in the second quarter of 1987. Joyce moved:

That the Regional Transit Board adopt Resolution 86-19 requesting that the Metropolitan Council certify 1987 debt service on the 1987 Certificates of Indebtedness at its meeting of September 25, 1986.

Fuhr seconded the motion. Roll call vote was taken on the motion and resolution; the motion carried unanimously.

OTHER BUSINESS

CHAIRMAN'S REPORT

Participation in "MVET for Transportation Coalition"

A memorandum from the chairman, dated September 15, 1986, was distributed to the members, asking the board for authorization for the agency to participate in the MVET for Transportation Coalition. The coalition was formed to support all transportation issues. Fuhr said it should not be construed that the board supports using the Motor Vehicle Excise Tax for highway purposes only. We should stipulate that transit should be split out on a percentage basis. Perovich said the percentages are defined in the law. Caranicas said there is a danger of the tax going into the general fund. Skrebes said he had the privilege of attending the meetings and they are for highway and bridge construction. The chairman said the coalition is expanding to include transit.

Lefko moved, with the understanding that the funds should be allocated between transit and transportation as they are under current law:

That the Regional Transit Board become a member of the MVET for Transportation Coalition.

Fuhr seconded the motion. the motion carried unanimously.

Discussion of Upcoming Board Retreat

The chairman suggested that the transit funding issue and the tax situation be items for discussion at a board retreat. He asked the members to call Mary Fitzgerald with suggestions for agenda items and available dates for the retreat in late November.

The chairman reported that he has been calling references of the applicants for the executive director's position and expects to have a recommendation shortly.

The City of Moundsview will have a mill levy increase from 1.5 to 2.0 because of an increase in service to another community. This kind of impact on surrounding communities should be considered when service is changed.

MEMBERS REPORTS

Skrebes said a community center in his district recently received a 16.b.2 unit with a lift and air conditioning. They may contact RTB as a private provider.

Lefko said an issue that surfaced in early Transit Service Needs Assessment discussion was the idea of marketing ourselves. Kranz had asked how to get local support. It was apparent at Administration and Finance Committee

meetings that we must build a stronger base with local officials. At or before the board retreat we should talk about how to build a better support mechanism. The chairman said we may want to think about a format for our own transit conference designed around special groups we want to draw in. Kranz said it should be specially designated for those local officials so they know they are needed there. Lefko said we have different levels of interest and we need a better strategy to attract their interest. Much of what we are doing in the suburbs involves support and interest in the local area.

Fuhr said Sandra Gardebring's report talks about the Scott County meeting and they want a member from there on the RTB. Skrebes said another group interested in transit is the school board. They want to be contacted. Fuhr said community centers have inquired as well.

In response to Fuhr's question, Perovich said the law says the RTB should encourage cities to develop transit advisory groups. We cannot dictate to them, but we can encourage that. Some of them will not take the time to form their own groups. It would be difficult for us to go out to 150 to 190 communities to encourage them to organize.

There being no further business, Kranz moved that the meeting be adjourned. Fuhr seconded the motion; the motion carried unanimously. The meeting adjourned at 5:05 p.m.

Respectfully submitted,

Mary Fitzgerald
Secretary

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Policy Committee
SUBJECT: Regional Transit Board Referrals Process

At its meeting on September 24, 1986, the Policy Committee approved the following recommendation:

RECOMMENDATION:

That the Regional Transit Board approve the process for handling project referrals as outlined in the September 15, 1986, staff memorandum.

Todd Lefko
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 15, 1986
TO: Policy Committee
FROM: Katherine F. Turnbull, Planning Manager
SUBJECT: Regional Transit Board Referrals Process

Action Requested

That the Policy Committee approve the process outlined in this memorandum for handling project referrals.

Background

The Regional Transit Board (RTB) is requested on an ongoing basis to review and comment on a wide variety of transportation and development proposals, funding applications and other related planning activities. The RTB reviews these for their impact on transit and their consistency with the Implementation Plan. In general, the RTB's responsibility and authority for these reviews fall within the following basic areas:

- o Section 473.375 (Powers of the Board), subdivision 8 (Gifts, grants)

"No political subdivision within the metropolitan area may apply for federal transit assistance unless its application has been submitted to and approved by the board." This section gives the RTB the responsibility and authority to review all applications for federal transit assistance including, but not limited to, UMTA Section 3, 5, 8 and 9, Federal Aid Urban (FAU), and other special UMTA, FHWA or other agency funding.

- o Section 473.167 (Highway Projects), subdivision 1 (Controlled access highways: council approval).

"Before acquiring land for or constructing a controlled access highway in the area, the state transportation department or local government unit proposing the acquisition or construction shall submit to the council a statement describing the proposed project. The statement must be in the form and detail required by the council. Immediately upon receipt of the statement, the council shall transmit a copy to the regional transit board, which shall review and evaluate the project in relationship to the board's implementation plan and report its recommendations and comments to the council." This section gives the RTB the responsibility and authority to review and comment on proposed controlled access highway projects.

o Section 116D.04 Draft and Final Environmental Impact Statements (EIS's).

This section requires the Environmental Quality Board (EQB) to obtain the review of draft and final EIS's by appropriate governmental agencies. The RTB reviews EIS's for transit impacts.

o Metropolitan Council Planning Process and Documents.

Legislation requires that the RTB review and comment on most of the major planning efforts of the Metropolitan Council. Where not specifically required, the Council, as a matter of course, usually requests review by the RTB. This includes major projects like the Metropolitan Development and Investment Framework.

Analysis

The proposed RTB referrals process follows the procedures which have been used over the past year. The process provides for two levels of review. The first would be used with projects which have no transit impact, are consistent with the Implementation Plan, or are non-controversial. The second would be used with major projects, those with transit impacts and controversial projects. The first would be handled by staff review and Board approval of the consent list. The second would be handled by staff review, Policy Committee review and discussion and Board approval. The two levels of review are outlined in more detail below.

o RTB Consent List

Projects which do not have an impact on transit, those which may affect transit but which are consistent with the goals and policies of the Implementation Plan and other non-controversial projects will be reviewed by staff and presented for Board action on the consent list.

o Policy Committee and Board Review and Action

Projects which have a major impact on transit, are major policy documents, are major funding requests, or are of a controversial nature, will be reviewed by staff, the Policy Committee and the Board.

Recommendation

That the Policy Committee approve the process outlined in this memorandum for handling project referrals.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 22, 1986
TO: Regional Transit Board
FROM: Policy Committee
SUBJECT: Regional Transit Board Referrals Process

At its meeting on September 24, 1986, the Policy Committee will be discussing the proposed Regional Transit Board referrals process. A recommendation, based upon discussion at the committee meeting, will be presented at the September 29, 1986, board meeting.

Todd Lefko
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Revision of Bylaws -Timing of Regular Meetings

At its meeting September 4, 1986, the Administration and Finance Committee moved the following:

Recommendation

That the Regional Transit Board approve the proposed amendment to Article 11, Paragraph A of the RTB Bylaws as set forth in the September 3, 1986 letter from legal counsel, with the following change:

Regular meetings of the board shall be held on the first and third Mondays of each month, except that if such meeting date is a national or state holiday, the meeting shall be held on the Tuesday following such holiday, unless the board designates another date for its regular meeting. The time and place of regular board meetings shall be determined by the board chair.

Ruth Franklin
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 4, 1986
TO: Administration and Finance Committee
FROM: Gregory L. Andrews, Director of Administration *GLA*
SUBJECT: Revision of Bylaws - Timing of Regular Meetings

At the board's request, I have discussed with our legal counsel a bylaw change relating to the scheduling of regular meetings of the board. The attached letter from Larry Wertheim explains the required change very well except that the adoption of amendment will be on September 29 instead of October 6.

RECOMMENDATION

That the Administration and Finance Committee recommend to the board the proposed amendment to Article II, Paragraph A of the RTB Bylaws as set forth in the September 3, 1986 letter from legal counsel.

Attachment

HOLMES & GRAVEN

CHARTERED

470 Pillsbury Center, Minneapolis, Minnesota 55402

(612) 337-9300

LARRY M. WERTHEIM

Attorney at Law

Direct Dial (612) 337-9216

September 3, 1986

Greg Andrews
Regional Transit Board
270 Metro Square
St. Paul, Minnesota 55101

HAND DELIVERED

Re: Our File No. RE165-1

Dear Greg:

As you have requested, I have drafted a proposed amendment to the bylaws to cover the problem when regular board meetings would otherwise occur on national holidays. I propose the following language which would be an amendment and restatement of Article II, Paragraph A of the RTB Bylaws:

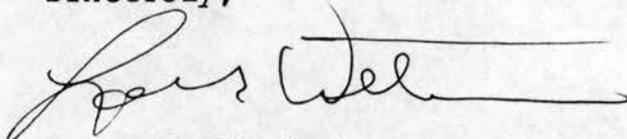
Regular meetings of the board shall be held on the first and third Mondays of each month, except that if such meeting date is a national or state holiday, the meeting shall be had on the Tuesday following such holiday, unless the board designates another date for its regular meeting. The time and place of regular board meetings shall be determined by the board chair.

I have indicated the new language by underlining. I hope that this is adequate.

As you are aware, Article VIII requires amendments to be by a 2/3 vote of the members present at a regular meeting of the full board, provided that written notice set forth in detail the contents of the proposed amendment at the previous regular meeting of the full board. Five votes are necessary to amend the bylaws. Therefore, assuming that the administration and finance committee approves the amendment on September 4, the amendment can be initially submitted at the board meeting of September 15 and adopted at the meeting of October 6.

If you have any questions, please feel free to contact me.

Sincerely,



Larry M. Wertheim

LMW:kb

cc: Charlie Weaver

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Recommendation for Opt-Out Service in Eden Prairie,
Chanhassen and Chaska

At its meeting September 25, 1986, the Administration and Finance Committee reviewed, discussed and moved the following:

Recommendation

That the Regional Transit Board authorize the executive director to develop a contract with the Southwest Area Transit Commission for funding of transit services under the Replacement Service Program.

Ruth Franklin
Chair

RTBTX3/BRD929
ch

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Recommendation for Opt-Out Service in
Eden Prairie, Chanhassen and Chaska

At its meeting September 25, 1986, the Administration and Finance Committee will discuss Opt-Out Service for Eden Prairie, Chanhassen and Chaska. A recommendation, based upon discussion at the committee meeting, will be presented to the board September 29, 1986.

Ruth Franklin
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

DATE: September 19, 1986
TO: Administration and Finance Committee
FROM: Ed Kouneski, Programs Manager
SUBJECT: Recommendation for Opt-Out Service in Eden Prairie,
Chanhassen and Chaska

Action Requested

That the Regional Transit Board authorize the executive director to enter into contract with the Southwest Area Transit Commission for funding of transit services under the Replacement Service Program.

Background

The Replacement Service Program, or opt-out program, was established by State Legislation to provide financial assistance for projects developed to test the efficiency and effectiveness of alternative methods of providing public transit.

To be eligible to participate in the opt-out program, cities must meet the following criteria:

- o be located within the transit taxing district;
- o not be served by the MTC or be served only with routes which begin or end in the area; and
- o receive fewer than four weekday scheduled trips during the hours of 9:00 a.m. to 3:30 p.m.

Interested cities were required to submit letters of intent to participate in the program by July 1, 1984.

If the eligibility criteria are met, a city then must submit an application for funding that:

- o describes the existing and proposed services;
- o presents an analysis of the routes, ridership, schedules, and fares;
- o evaluates the service cost and subsidy;
- o states service objectives; and
- o indicates a commitment to operate the service for a minimum of one year.

Cities applying for funding are entitled to receive up to 90-percent of the local property taxes levied in their communities for funding of the service. This amount would be withheld from funds appropriated to the MTC.

The RTB is responsible for reviewing the application to evaluate the accuracy of its analysis, specifically examining that the proposed service is cost-effectively designed to replace and substitute for existing MTC service.

Discussion

The cities of Eden Prairie, Chanhassen and Chaska recently formed a joint powers authority--the Southwest Area Transit Commission--and submitted an application for financial assistance under the Replacement Service Program.

These cities have met the eligibility criteria and, in their application and follow-up correspondence, have presented a well-structured service plan which is based on a planning study conducted by BRW, Inc. The proposed service design consists of the following components.

1. Peak hour express bus service between the cities and downtown Minneapolis. This replaces service now provided by MTC routes 53J and 53E and will be provided with two 45-passenger buses.
2. In-commute service from Southdale to major employment centers in Eden Prairie. This replaces and expands the service of MTC Route 54 and will be timed to connect with MTC routes at Southdale. Service will be provided with one 25-passenger bus operating from 8:00 a.m. to 3:30 p.m. weekdays.
3. Midday circulator service. This is a new service intended to improve intracommunity travel opportunities. It will be provided with two 25-passenger buses operating from 8:00 a.m. to 8:30 p.m. each weekdays.
4. Shared-Ride Taxi. This is a door-to-door service operating primarily in Chaska with connecting service provided to the midday circulator route. One 8- to 12-passenger van will provide this service from 8:00 a.m. to 6:00 p.m. weekdays.

Annual operating costs are budgeted at \$721,000. Adding marketing, administrative, and start-up costs to this figure brings the total estimated first-year cost to \$916,000. The cities have proposed implementing a fare structure, consistent with the MTC fares, that would generate approximately \$170,000 in annual revenue based on a ridership projection of 157,590 annual passengers. The deficit in the first year is estimated to be \$746,000, which represents 86 percent of the property tax levy.

Following are projected financial performance characteristics for the first year of operation; start-up costs are excluded in the calculations.

o operating cost per passenger:	\$5.18
o farebox return:	21%
o subsidy per passenger	\$4.10

The cities have indicated a commitment to operate the service as a demonstration project for a period of 18 months. Service changes to improve performance will be considered throughout this period.

The cities are proceeding with development of a request for proposal for contract operations, with input being provided by RTB staff. The service start date is scheduled for December 1, and appropriate actions will be taken to arrange for the phase-out of MTC service in the area.

Findings and Conclusions

- o The cities of Eden Prairie, Chanhassen, and Chaska are eligible opt-out communities and have submitted an application to the RTB for transit service funding.
- o The application, with supporting follow-up correspondence, in staff's view fulfills the requirements for funding.

Recommendation

That the Regional Transit Board authorize the executive director to enter into contract with the Southwest Area Transit Commission for funding of transit services under the Replacement Service Program.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Request for Proposed for Consultant Services for
Design of the I-394 Timed-Transit Stations

At its meeting September 25, 1986, the Administration and Finance Committee reviewed, discussed and moved the following:

Recommendation

That the Regional Transit Board authorize the executive director to issue a Request for Proposal (RFP) for architectural consultant services for design of the buildings associated with the I-394 Timed-Transit Stations in an amount not to exceed \$15,000.

Ruth Franklin
Chair

RTBTX3/BRD929
ch

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Request for Proposal (RFP) for Consultant Services
for Design of the I-394 Timed-Transit Stations

At its meeting September 25, 1986, the Administration and Finance Committee will discuss the RFP for consultant services for design of the I-394 Timed-Transit Stations. A recommendation, based upon discussion at the committee meeting, will be presented to the board September 29, 1986.

Ruth Franklin
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 19, 1986
TO: Administration and Finance Committee
FROM: Katherine F. Turnbull, Planning Manager
SUBJECT: Authorization to Issue Request for Proposal (RFP) for Consultant Services for Design of the I-394 Timed-Transit Stations

Action Requested

That the Administration and Finance Committee authorize the executive director to issue a Request for Proposal (RFP) for architectural consultant services for design of the buildings associated with the I-394 Timed-Transit Stations in an amount not to exceed \$15,000.

Background

The Regional Transit Board (RTB) has been working with the Minnesota Department of Transportation (Mn/DOT), Metropolitan Transit Commission (MTC), Medicine Lake Lines (MLL), the communities and others on implementing the transit elements of the I-394 project. One of the major elements of the I-394 transit improvements are the timed-transfer stations. At the request of the RTB, Mn/DOT has taken the lead role in the design, right-of-way acquisition and construction of the timed-transfer stations located directly along I-394. These include the stations at Louisiana Avenue and Plymouth Road.

Mn/DOT has indicated the need for outside architectural services to assist with the design of the building to be located at the transit stations. Mn/DOT has further requested that the RTB assist in funding these services. Mn/DOT will still be responsible for site design, right-of-way acquisition and construction. Mn/DOT will also assist the RTB with the development of the RFP, selection of the architect, and monitoring the work. It is intended that one basic building design will be used for all the transit stations to provide a common theme throughout the corridor. Funding for these services would come from the \$200,000 allocated in the 1986 RTB Budget for consulting services associated with the I-394 project.

Findings and Conclusions

- o The RTB has adopted the major recommendations from the "I-394 Bus Service and Facility Plan" in 1985.
- o The RTB requested and Mn/DOT agreed to take the lead role in the transit stations along I-394.

- o The RTB has been working with Mn/DOT, the MTC, MLL, and communities to implement the transit elements of the I-394 project.
- o There is a need for architectural consultant services to design the buildings associated with the timed-transfer stations.
- o Funding for these services would come from the \$200,000 allocated in the 1986 RTB Budget for consulting services associated with the I-394 project.

Recommendation

That the Administration and Finance Committee authorize the executive director to issue a Request for Proposal (RFP) for architectural consultant services for design buildings associated with the of the I-394 Timed-Transit Stations in an amount not to exceed \$15,000.

KT:jmo

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Metro Mobility Administrative Center Contract

At its meeting September 25, 1986, the Administration and Finance Committee reviewed, discussed and moved the following:

Recommendation

That the Regional Transit Board authorize the executive director to enter into contract with the Metropolitan Transit Commission to operate the Metro Mobility Administrative Center for the period October 4, 1986 through December 31, 1987 for an amount not to exceed \$590,250.

Ruth Franklin
Chair

RTBTX3/BRD929
ch

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Metro Mobility Administrative Center Contract

At its meeting September 25, 1986, the Administration and Finance Committee will discuss the proposed contract for the Metro Mobility Administrative Center. A recommendation, based upon discussion at the committee meeting, will be presented to the board September 29, 1986.

Ruth Franklin
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

DATE: September 19, 1986
TO: Administration and Finance Committee
FROM: Mark Ryan
SUBJECT: Metro Mobility Administrative Center Contract

Action Requested

That the Administration and Finance Committee enter into contract with the Metropolitan Transit Commission to operate the Metro Mobility Administrative Center for the period October 4, 1986, through December 31, 1987, for an amount not to exceed \$590,250.

Background

As part of the reorganization of the Metro Mobility program, the Regional Transit Board (RTB) adopted the recommendation to enter into contract with the Metropolitan Transit Commission (MTC) to operate the Metro Mobility Administrative Center.

The Metro Mobility Administrative Center will be responsible for the day-to-day administration of the Metro Mobility program beginning October 4, 1986.

Discussion

Staff at the MTC submitted a management plan for operating the Metro Mobility Administrative Center to the RTB on September 16, 1986. The management plan outlines the specific responsibilities of the Metro Mobility Administrative Center and describes how the MTC intends to carry out those responsibilities. The management plan also includes a detailed budget of \$590,250 for the operation of the Metro Mobility Administrative Center.

RTB staff are currently reviewing the management plan and will be meeting with staff from the MTC to finalize the plan and the budget.

Specific responsibilities of the Metro Mobility Administrative Center will include:

- certification of Metro Mobility users;
- reimbursement of providers;
- verification of trips taken by Metro Mobility users;
- monitoring provider performance;
- addressing user's concerns through a full-time Rider Representative position;

Administration and Finance Committee
September 18, 1986
Page 2

- distribution and reimbursement of commuter tickets;
- publication of materials such as newsletters;
- maintenance of a centralized computer;
- administration of standing requests; and
- daily allocation of Metro Mobility trips.

A complete document will be presented at the Administration and Finance Committee meeting on September 25.

Action Requested

That the Administration and Finance Committee enter into contract with the Metropolitan Transit Commission to operate the Metro Mobility Administrative Center for the period October 4, 1986, through December 31, 1987, for an amount not to exceed \$590,250.

MER:jmo
MMAC/TX2

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: MTC Impact Assessment Process

At its meeting September 25, 1986, the Administration and Finance Committee reviewed, discussed and passed to the board, without recommendation, the staff recommendation dated September 25, 1986 for conducting an MTC impact assessment before entering into new contracts with providers for transit services.

Ruth Franklin
Chair

RTBTX3/BRD929
ch

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Recommended MTC Impact Assessment Process

At its meeting September 25, 1986, the Administration and Finance Committee will discuss the staff recommendation on the MTC Impact Assessment Process. A recommendation, based upon discussion at the committee meeting, will be presented to the board September 29, 1986.

Ruth Franklin
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 25, 1986
TO: Administration and Finance Committee
FROM: Edward Kouneski, Programs Manager
SUBJECT: MTC Impact Assessment Process

The Metropolitan Transit Commission (MTC) Impact Assessment legislation was updated in the 1985 Legislature. Please substitute this memorandum and the attachment for that provided in the mailed packets.

Action Requested

That the Regional Transit Board adopt the process outlined in this memorandum for conducting an MTC impact assessment before entering into new contracts with providers for transit services.

Background

Current State Legislation requires the RTB, before entering into new transit service contracts, to evaluate the effect of the proposed service on the MTC's ridership, routes, schedules, fares and staffing levels. Furthermore, the Legislation stipulates that the RTB may enter into such a contract only if it determines that the proposed service will not:

- o impose an undue hardship on the MTC's ridership or financial condition; or
- o cause the dismissal of MTC employees.

The MTC Impact Assessment Legislation, contained in Minnesota Statutes, Section 473.384, does not apply to contracts made under Section 473.386, Special Transportation Service or Section 473.388, Replacement Service Program (see Section 473.384, attached).

The purpose of this memorandum is to outline the procedure that RTB staff will use in conducting the MTC impact evaluations at the time the RTB enters into transit service contracts.

Discussion

RTB staff would prepare an MTC impact assessment evaluation report for each of its transit service contracts except for those associated with Metro Mobility or the Replacement Service programs. This impact assessment evaluation would become part of the routine analysis conducted by RTB on all proposed transit service management plans and budgets.

In each of these evaluation reports, RTB staff will assess the impact of the service to be provided through the contract on MTC's ridership, routes, schedules, fares, and staffing levels. Each evaluation report would document:

- o the extent to which the service complements the existing transit route network and is not duplicative;
- o the projected operating and performance characteristics;
- o the estimated impact on MTC ridership, service levels, budget and staffing levels.

A copy of each evaluation report will be mailed to the MTC and another copy put in the appropriate contract file.

For most existing service or new, additional service, it is anticipated that few, if any, impacts on MTC service will be identified. However, many new or restructured services may exhibit one of the impacts identified in the Legislation. This may prevent the RTB from participating in certain kinds of competitive transit service.

Findings and Conclusions

- o The RTB is required by legislation to prepare an MTC impact assessment before it approves new contracts for transit services.
- o The impact assessment must examine the effects on MTC ridership, routes, schedules, fares and staffing levels.
- o The RTB can enter into contracts with providers for transit services only if it determines that the MTC will not incur undue financial hardship, employee dismissal.

Recommendation

That the Regional Transit Board adopt the process outlined in this memorandum, for conducting an MTC impact assessment before entering into new contracts with providers for transit services.

Attachment

Sec. 99. Minnesota Statutes 1984, section 473.384, subdivision 7, is amended to read:

Subd. 7. **MTC IMPACT ASSESSMENT.** Prior to entering into a contract for operating assistance with a recipient other than the transit commission the board shall evaluate the effect, if any, of the contract on the ridership, routes, schedules, fares, and staffing levels of the existing and proposed service provided by the commission. A copy of the assessment must be provided to the commission. The board may enter into the contract only if it determines that the service to be assisted under the contract will not impose an undue hardship on the ridership or financial condition of the commission, or cause the dismissal of persons that are employed by the commission, or reduce the total level of service in the metropolitan area provided by the commission.

Changes or additions are indicated by underline, deletions by ~~strickout~~.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Approval of Resolution Authorizing the filing of an
Application with the Department of Transportation,
United States of America, for a Grant under the Urban
Mass Transportation Act of 1964, as Amended

At its meeting September 25, 1986, the Administration and Finance Committee reviewed, discussed and moved the following:

Recommendation

That the Regional Transit Board approve the Resolution Authorizing the Filing of an Application with the Department of Transportation, United States of America, for a Grant under the Urban Mass Transportation Act of 1964, as Amended, for demonstration of competitive transit in the Twin Cities for an amount of \$500,000.

Ruth Franklin
Chair

RTBTX3/BRD929
ch

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101

RESOLUTION NO. 86-

RESOLUTION

Resolution Authorizing the Filing of an Application
with the Department of Transportation, United States of America,
for a Grant under the Urban Mass Transportation Act of 1964, as Amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs;

WHEREAS, it is required by the U.S. Department of Transportation, in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964 as Amended, the applicant give an assurance that will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation Requirements thereunder;

WHEREAS, it is required by the U.S. Department of Transportation, in accord with the provision of Section 504 of the Rehabilitation Act of 1973, 49 CFR, Part 27, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as Amended, the applicant gives assurance that it will comply with Section 504 of the Rehabilitation Act of 1973, 49 CFR, Part 27 and the U.S. Department of Transportation Requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises and women business enterprises be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that disadvantaged businesses and women businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED:

1. THAT the executive director is authorized to execute and file an application on behalf of the Regional Transit Board with the U.S. Department of Transportation, to aid in the financing of a competitive transit demonstration project.

2. THAT the executive director is authorized to execute and file with such application assurances or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, 49 CFR, Part 27.
3. THAT Elliott Perovich, Chairman and Acting Executive Director, is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application or the project.
4. THAT the executive director is authorized to set forth and execute affirmative disadvantaged business (minority) policies in connection with the project's procurement needs.

Adopted this _____ day of _____, 1986.

Elliott Perovich, Chairman

Mary Fitzgerald, Secretary

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Approval of Competitive Transit Grant Application

At its meeting September 25, 1986, the Administration and Finance Committee will discuss the grant application for competitive transit. A recommendation, based upon discussion at the committee meeting, will be presented to the board September 29, 1986.

Ruth Franklin
Chair

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: September 19, 1986
TO: Administration and Finance Committee
FROM: Judith Hollander, Director of Planning and Programs
Ed Kouneski, Programs Manager
Katherine Turnbull, Planning Manager
SUBJECT: Approval of Competitive Transit Grant Application

Action Requested

That the Regional Transit Board approve the submittal of a grant application to the Urban Mass Transportation Administration (UMTA) for demonstration of competitive transit in the Twin Cities, as outlined in the attached draft document, for a total amount of \$500,000.

Discussion

Several months ago, the Regional Transit Board submitted a letter of interest to UMTA indicating that it would be interested in participating in a demonstration project designed to test competitive transit in the Twin Cities Metro Area. UMTA Administrator Ralph Stanley responded positively to this letter, indicating that UMTA was willing to commit \$350,000 in demonstration funds to this effort. Regional Administrator Joel Ettinger has also indicated that Section 8 funds were available to supplement the Section 6 funds.

The next step in securing the grant and proceeding with the demonstration project is to submit a grant application to UMTA, a draft copy of which is attached for the approval of the Administration and Finance Committee and the Regional Transit Board. This grant application outlines the basic parameters of the demonstration project and sets forth a work plan for conducting the demonstration activities.

As stated in the application, staff propose that the RTB undertake a demonstration project that will define and demonstrate the circumstances and types of services for which competitively bid transit services can best be implemented. The primary focus of the demonstration project is to achieve cost savings for the most expensive transit services now provided in the metropolitan area including commuter express routes and suburban cross-town, circulator and feeder routes. As part of this project, the RTB will determine the magnitude of cost savings associated with competitively bidding routes and how the magnitude of these cost savings is affected by decisions to group services, by service type, locational proximity to other services operated by providers, and other operational considerations. The RTB will identify the ideal circumstances in which some transit services can be competitively bid while maintaining the optimal efficiency and cost-effectiveness of the MTC.

A&F Committee
September 19, 1986
Page Two

The expected total cost to conduct all of the work program elements is estimated at \$500,000. With the proposed grant application, we will be requesting \$350,000 in Section 6 (demonstration) funding and \$150,000 in Section 8 (planning) funding. A detailed budget breakdown will be presented at the Administration and Finance Committee meeting.

Findings

- o UMTA has indicated a willingness to support the RTB in conducting a competitive transit demonstration project with \$350,000 in Section 6 funds and \$150,000 in Section 8 funds.
- o RTB staff has drafted a grant application to submit to UMTA in order to secure these funds and proceed with the demonstration project.

Recommendation

That the Regional Transit Board approve the submittal of a grant application to UMTA for demonstration of competitive transit in the Twin Cities, as outlined in the attached draft document, for a total amount of \$500,000.

EK:jmo
Attachment

Draft

COMPETITIVE TRANSIT PROJECT
GRANT APPLICATION
PROGRAM NARRATIVE

TITLE OF PROJECT

Demonstration of Competitive Transit in the Twin Cities

INTRODUCTION

The Regional Transit Board (RTB) is submitting this grant application to the Urban Mass Transportation Administration for a project designed to pursue competitive transit opportunities in the Twin Cities. This demonstration will involve the development, implementation, and evaluation of new competitive transit policies and services.

BACKGROUND

Several U.S. cities have achieved cost savings by contracting with private operators to provide public transit services. As public transit operating costs continue to rise and federal funds diminish, concern is growing that public transit systems should rely more on private sector participation, taking full advantage of the resources offered.

Although contracting with private providers for public transit services promises to improve the cost-effectiveness of service, there are a variety of legal, institutional and operational barriers which must be overcome before the full advantages of competitive transit can be realized. While some of these barriers are present in the Twin Cities, a unique institutional arrangement exists to demonstrate a variety of competitive transit concepts.

In 1984, the Minnesota Legislature created the Regional Transit Board (RTB) in response to the findings of a legislative study which concluded, among other things, that transit services were often not meeting the needs of many Twin Cities residents, especially those living in suburban communities. The study suggested that better and more cost-effective transit services could be provided in the region if transit planning was done by an independent agency which had no vested interest in a particular mode of transit or service delivery system.

The RTB is responsible for short range transit planning and administration of transit programs in the metropolitan area. While the RTB makes budgeting and allocation decisions for public transit, it is prohibited by law from directly operating service or owning any transit facilities. This kind of organizational structure is quite appropriate for dealing with many of the issues associated with competitive transit. The RTB's legislative mandate clearly charges it with the responsibility to establish performance and financial standards for all transit services and operators in order to maximize cost-effectiveness. Furthermore, the RTB has been charged with restructuring transit services to make them more responsive to the changing needs of the diverse communities throughout the region.

One of the key strategies the RTB has identified to accomplish its legislative mandate is to examine the opportunities for competitive transit. The creation of a competitive transit environment promises to result in lower costs and promote innovative forms of transit service and management.

The RTB is currently involved in several activities related to the advancement of competitive transit services. These activities, described below, include the Transit Service Needs Assessment, competitive bidding of existing high subsidy routes, and the Metro Mobility reorganization.

Transit Service Needs Assessment

Recently completed by the RTB, the Transit Service Needs Assessment (TSNA) represents a comprehensive evaluation of short- to mid-range transit needs and services in the Twin Cities metropolitan area. The results of this process provide the basis for the RTB to make informed decisions on the type and level of transit services needed, and to identify opportunities as well as inefficiencies in the system in order to create a more equitable, effective and efficient metropolitan transit system.

One of the features of the TSNA was the development of a regular route four-factor cost model used to obtain a more precise analysis of the cost of operating individual routes. The model was utilized to evaluate the overall productivity of existing routes, develop performance thresholds for different types of services and predicting the performance characteristics of potential future routes.

Competitive Bidding of Existing High Subsidy Routes

Recently, the RTB and the Metropolitan Transit Commission (MTC), the area's public transit operator, jointly established a process for eliminating or restructuring high subsidy transit routes. Under this process, the MTC periodically submits a list of routes for which they have determined that performance cannot be improved by marketing or minor restructuring and for which subsidies per passenger exceed an agreed-upon threshold. The RTB then examines these routes to determine if major service changes are appropriate, and if by bidding these routes to private operators that service can be maintained with a lower subsidy. At this point, the RTB has reviewed five routes and will soon issue a Request for Proposal to determine if private operators are capable of providing this service at a lower cost.

Metro Mobility Re-Organization

The RTB is implementing a restructured transportation service for elderly and disabled residents. This service, known as Metro Mobility, has been operated by the MTC since 1979 as a highly structured, centralized system. In October 1986, Metro Mobility will be changed to function as a modified user-side subsidy system, essentially allowing open entry of providers and giving riders their choice of providers. Twenty providers will be under contract to provide Metro Mobility service, all competing with one another to provide transportation for elderly and disabled residents.

It is expected that as a result of this restructuring effort, the program will realize cost savings of about 20%. This will enable the RTB to expand Metro Mobility service into suburban areas now not served, as well as increase ridership opportunities within the existing service area. It is also expected that the quality of restructured service will improve and be more responsive to riders' needs.

Currently in the Twin Cities metropolitan area, the majority of regular route transit services are provided by the Metropolitan Transit Commission (MTC), the public transit operator. Two private operators also provide regular route transit services in specific areas. Paratransit services are offered by a variety of means including direct service provision by municipalities, municipal contracting with providers, or through RTB contracts with providers. In all cases, the RTB holds a contract with either the provider or the municipality. The RTB annually determines each contract budget and approves a service plan.

To date, the RTB has not required transit services be competitively bid, except in the case of Metro Mobility and a few high-subsidy MTC routes. The RTB would like to objectively determine the magnitude of any cost savings which can be realized as a result of competitively bidding various transit services. The agency feels a comprehensive evaluation of the opportunities for, consequences of, and any legal and institutional issues of competitive transit must be considered prior to a decision on implementation of a major policy change.

OBJECTIVES AND NEED FOR THIS ASSISTANCE

The Regional Transit Board proposes to undertake a project that would define and demonstrate the circumstances and types of services for which competitively bid transit services can best be implemented. Currently the RTB holds ___ contracts with both private and public transit operators to provide a variety of transit services throughout the seven-county metropolitan area. Few of these transit services are now competitively bid. The goal of the RTB in this project is to examine opportunities for competitively bidding different types of transit service in an effort to maximize the amount and quality of transit services that can be provided.

The primary focus of the demonstration project will be to achieve cost savings for the most expensive transit services now provided in the metropolitan area including commuter express routes and suburban crosstown, circulator and feeder routes. As part of this project, the RTB will determine the magnitude of cost savings associated with competitively bidding routes and how the magnitude of these cost savings is affected by decisions to group services, that will be competitively bid, by service type, locational proximity to other services operated by providers, and other operational considerations. The RTB is particularly interested in understanding the ideal circumstances in which some transit services can be competitively bid while maintaining the optimal efficiency and cost-effectiveness of the MTC.

The RTB proposes to develop a demonstration project that would:

1. Identify the types of transit service most suitable for competitive bidding;
2. Identify the legal, institutional and operational constraints and consequences of a competitive bidding process;
3. Identify the capabilities of different types of transit providers to adequately compete and supply different kinds of transit service;
4. Develop detailed design plans for implementing test cases in which a number of transit services are competitively bid;
5. Implement and monitor selected test cases.

6. Conduct an evaluation of test cases to refine conclusions about the most appropriate circumstances in which to competitively bid transit services; and
7. Develop RTB policies on competitive transit for ongoing use.

In order to achieve these objectives, the RTB is requesting funding to support the following activities:

- o Additional staff support to the RTB to develop and evaluate the competitive transit demonstration project;
- o Specialized consulting services to assist with the refinement of a cost model to conduct comparisons of fully allocated costs between public and private operators;
- o Legal clarification of administrative and regulatory issues including the use of federal operating and capital assistance for both public and private operators; and
- o Priority assistance from UMTA on Section 3 capital requests needed to implement competitive transit services and to support transit improvements including vehicles, equipment and fixed facilities.

A more detailed explanation of these needs is provided in the description of the work program following a discussion of the results expected from this demonstration.

RESULTS OR BENEFITS EXPECTED

The identification of appropriate opportunities and testing of competitively bid services will enable the Regional Transit Board to establish policies that promote competitive bidding under optimal circumstances.

The results and benefits to be achieved by the demonstration project are:

- o Reduction in the costs of providing transit services;
- o Proposed or implemented actions to minimize legal and institutional barriers of competitively bid transit services;
- o Determination of the operational parameters which impact the efficiency and cost-effectiveness of the competitively bid transit services;
- o Establishment of competitive transit policies and procedures to be used by the RTB on an ongoing basis;
- o Determination of the optimum role of the public and private transit operators in providing public transit services and its ability to compete for the provision of certain types of service;

- o Greater diversity of services and vehicles to match different travel markets; and
- o Reinvestment of savings into transit service that will serve unmet needs of metropolitan area residents.
- o Enhancement of national knowledge of competitive transit.

APPROACH

A comprehensive evaluation of the opportunities for competitively bidding transit services will be conducted followed by a detailed design and implementation effort focusing on specific test cases. An evaluation effort will also be conducted. This approach provides for three major work elements, each composed of specific activities. These are outlined below:

1. Evaluation of Opportunities

- a. Prepare a detailed project engagement plan, based on the final work program, budget, and schedule approved for funding by UMTA.
- b. Refine the four-factor cost model developed as part of the RTB's Transit Service Needs Assessment to provide for an operational-based model to adequately compare the true costs of public and private operators in a competitively bid situation.
- c. Identify transit services that are the most costly to provide based on the cost model and performance threshold analysis conducted in the Transit Service Needs Assessment and fine-tuned in the previous step.
- d. Examine various competitive bidding scenarios to determine under what kinds of operational conditions services can be most efficiently and cost-effectively bid.
- e. Identify legal and institutional barriers that would impact competitively bidding transit services, including labor agreements, regulatory constraints, and insurance. Identify alternative courses of action for overcoming these barriers.
- f. Identify the availability and capabilities of providers to compete for the provision of competitive transit services.
- g. Identify barriers to the participation of private providers, such as lack of capital resources, and the need for long-term commitments. Identify alternative courses of action for overcoming these barriers. This will include the identification of specific capital needs of operators for both fixed facilities and rolling stock.

- h. Identify issues and methods by which the MTC can best compete to provide public transit services.
- i. Determine coordination issues related to provision of transit services by multiple providers, such as public information dissemination, schedules and vehicle identification.
- j. Identify the magnitude of cost savings to be achieved based on alternative competitive bidding scenarios.

2. Detailed Design and Implementation of Test Cases

- a. Develop service specifications for transit services to be competitively bid on a test case basis. As part of the Transit Service Needs Assessment, the RTB has established a Transit Service Specification Process. This establishes the general approach the RTB will use in implementing services and dealing with service providers. It specifically addresses the role of the RTB and service providers in planning operation of service, service monitoring and evaluation, and service changes, restructuring, termination or additions. The RTB, as the buyer of transit services, is responsible for identifying the appropriate types of services in specific geographical areas. The service operators are responsible for the detailed operations level planning such as scheduling, manpower planning, vehicle assignment, and service coordination. However, the process is flexible to provide for a two-step process which would include the RTB contracting for more detailed routes and schedule planning before issuing an RFP for actual service provision. This step will be necessary as part of this demonstration in the I-394 corridor where a timed-transfer system is proposed. This is the first time this type of system has been used in the metropolitan area and thus it requires additional service level planning prior to implementation.
- b. Establish competitive bidding procedures for test cases. This will include the development of the actual mechanism the RTB will use to implement the competitive bid process, including the use of incentive provisions in provider contracts.
- c. Develop requests for proposals (RFP's) for test case services.
- d. Issue and evaluate RFP's and implement service.

3. Monitoring and Evaluation

- a. Develop monitoring and evaluation process, including identification of evaluation criteria, that will be employed to evaluate test cases. This will be based on the Test Marketing Program established as part of the Transit Service Needs Assessment. This process provides for a structured environment for the testing of service concepts and strategies.

- b. Conduct evaluation of test cases based on the process established above. Formal evaluation of the contract services will be conducted at intervals of six months, 12 months and 18 months.
- c. Evaluate and refine competitive bidding policies and procedures, fine-tune operations and address outstanding issues, as necessary, based on the results of the evaluation process.

GEOGRAPHIC AREA

This project, to demonstrate competitive transit services in the Twin Cities, focuses on the western suburban area, which encompasses approximately 25 communities. The 1980 population of this area was 530,000, or 27 percent of the total metropolitan area's population, and is expected to grow 20 percent by the year 2000. The western suburban area also represents a major share of the metropolitan area's employment. In 1980, the 25 communities had an employment base of 305,000, representing 28 percent of the metropolitan area's employment. By the year 2000, employment is projected to increase by 67 percent, or 204,000 jobs, representing 37 percent of the metropolitan area's employment.

Travel in the western suburban area is oriented both into downtown Minneapolis and between suburban communities. Currently, both the MTC and a private operator serve the area. Approximately 80 transit routes are operated. The majority of these routes are downtown oriented; the remainder are suburban-based crosstown routes. In addition, carpool and vanpool services are provided in the area through Minnesota Rideshare.

A major transportation improvement, I-394, is currently under construction. This facility, which involves construction of a six-lane freeway, will include the first High Occupancy Vehicle (HOV) lanes in Minnesota. The design of I-394 is based on the concept of carrying more people in fewer vehicles due to the limited carrying capacity of the facility. Through the joint cooperation of the Federal Highway Administration (FHWA), Minnesota Department of Transportation (Mn/DOT), the RTB, and the MTC, the following transit improvement efforts are underway:

- o Restructuring existing regular route services based on the timed-transfer concept;
- o Constructing transit stations and park-and-ride facilities;
- o Expanding regular route and paratransit services to currently unserved areas; and
- o Expanding and improving carpool and vanpool services.

These efforts represent a major commitment from these agencies and the first time a coordinated approach of this magnitude has been undertaken.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Adoption of 1987 Tax Feathering

At its meeting September 25, 1986, the Administration and Finance Committee reviewed, discussed and moved the following:

Recommendation

That the Regional Transit Board approve the mill rate reduction level of tax feathering as provided on the schedule of tax feathering.

Ruth Franklin
Chair

RTBTX3/BRD929
ch

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 19, 1986
TO: Administration and Finance Committee
FROM: Gerald Brechlin, Manager of Accounting Operations & Treasury
SUBJECT: 1987 Tax Levy Certification

Action Requested

That the Administration and Finance Committee review the proposed Resolution Levying Ad Valorem Property Taxes for the year 1986 (payable 1987), consider any changes, and recommend approval of the resolution to the Board at its September 29, 1986 meeting.

Background

The initial tax levy calculations and schedules were presented to the Committee on September 11, 1986 with the consideration that staff would continue to review and refine the levy data as additional information could be obtained. We now have certain comparative data from the Metropolitan Council on estimated assessed value changes between 1985 and 1986. Also, we have scheduled a meeting for September 22 with the Minnesota Department of Revenue, Local Government Aids, to review our levy data and discuss future coordination of the levy process with the Department of Revenue.

Based on these reviews, staff will present a proposed tax levy resolution for Committee consideration at the September ~~22~~²⁵, 1986 Committee meeting.

Recommendation

That the Administration and Finance Committee review the proposed Resolution Levying Ad Valorem Property Taxes for the year 1986 (payable 1987), consider any changes, and recommend approval of the resolution to the Board at its September 29, 1986 meeting.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 25, 1986
TO: Administration and Finance Committee
FROM: Gregory L. Andrews, Director of Administration *GLA*
SUBJECT: 1986/87 Tax Levy Certification Extension

At the September 11, 1986 Committee meeting, staff indicated that additional tax data information would be sought through sources such as the Metropolitan Council and the Minnesota Department of Revenue to further refine the 1986/87 tax levy certification.

The Council, through their consultant, indicate that there could be an approximate 4.8 percent increase in assessed valuations for the seven-county metropolitan area. RTB staff had initially projected a 5.5 percent increase.

We also met with Wallace Dahl, Director of Local Government Aids Division, Minnesota Department of Revenue and several of his staff. Our intent was to initiate a working liaison with that department whereby the RTB could utilize their information to further refine RTB's tax levy data, provide an additional resource for on-going monitoring of tax and assessment data and possibly receive their assistance in the actual RTB levy process.

The Local Government Aids Division coordinates the seven-county metro tax certifications by receiving and monitoring county assessment data through each county's abstract of tax list. The department advises each county of the apportionment of metro taxing authorities to be spread by each county, which apportionment is based on the State Board of Equalization's balancing of county assessment levels.

On or about November 15th of each year, the Local Government Aids Division applies the apportionment percentages to metro taxing unit levy amount (i.e., RTB), and the levy amounts as certified by the Board are distributed to the counties. As this point, each county can then develop and spread the amounts among local units.

In our meeting with Mr. Dahl, we reviewed our levy procedures and discussed utilizing their information resources. Mr. Dahl suggested that it may be appropriate for the RTB to request an extension of the tax levy certification. After discussion, it was determined that November 20th was the most practical date since the apportionment will not be formalized until November 15th. He also indicated that his division would assist the RTB by providing their data collections to the RTB.

A&F COMMITTEE
September 25, 1986
Page Two

Attached is RTB's request for extension of tax levy certification to November 20, 1986. Commissioner Triplett is out of the office, but has given his verbal assurance that this extension request will be approved. As stated in our request, the extension will allow RTB to use the most current information, including assessment data, collected by the Local Government Aids Division and the current apportionment percentages determined through the State Board of Equalization.

Attachment



REGIONAL TRANSIT BOARD
270 Metro Square Building
St. Paul, Minnesota 55101
612/292-8789

September 23, 1986

Tom Triplett, Commissioner of Revenue
State of Minnesota
Centennial Building
St. Paul, Minnesota 55155

Dear Tom:

On behalf of the Regional Transit Board, I am requesting an extension of the certification of the board's 1987 property tax levy from October 10, 1986, to November 20, 1986. This extension would allow the RTB to use the most current information, including assessment data, collected by your Local Government Aids Division, and the current apportionment percentages determined through the State Board of Equalization. These percentages will then be used to apportion the RTB's levy to the seven counties comprising the Metropolitan Transit Taxing District and Transit Area.

Please call me at 292-8818 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Elliott Perovich'.

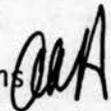
Elliott Perovich
Chairman

EP/mf

cc: Wallace Dahl, Dept. of Revenue
Gregory Andrews, RTB
Richard Stolz, Carver County
Charles Lefebvre, Anoka County
Norma Marsh, Dakota County
Thomas Hennen, Scott County
Thomas Greeder, Washington County
Louis McKenna, Ramsey County
Dale Folstad, Hennepin County

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 25, 1986
TO: Administration and Finance Committee
FROM: Gerald Brechlin, ^{JMB} Manager of Accounting Operations 
SUBJECT: Adoption of 1987 Tax Feathering

Action Requested

That the Administration and Finance Committee requests that the Board approve the mill rate reduction level of tax feathering as provided on the schedule of tax feathering.

Background

While the RTB has requested an extension of the 1986/87 tax levy certification to November 20, 1986, action can be taken to approve a level of 1987 tax feathering for those communities that qualify because of stated levels of transit service. The schedule of tax feathering (Table 5) is attached.

Recommendation

That the Administration and Finance Committee requests that the Board approve the mill rate reduction level of tax feathering as provided on the schedule of tax feathering.

Attachment
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METROPOLITAN TRANSIT COMMISSION

560-6th Avenue North, Minneapolis, Minnesota 55411-4398 612/349-7400

September 10, 1986

Mr Gregory L Andrews
Director of Administration
Regional Transit Board
270 Metro Square Building
Saint Paul, MN 55101

Dear Greg:

In response to your request for service level information, the attached exhibit is a revision of the 1985 document that details service levels as of September 1, 1986, in communities within the transit taxing district.

There are several cities/counties wherein a total of seven changes in service frequency were effected. Of these frequency changes, four affect peak service levels, and three affect the off-peak. These changes are noted in parentheses on the appropriate lines. The 1985 frequency was left unchanged for comparison purposes.

As a result of the changes in service levels, four communities have been annotated with an asterisk in the left column. Under current guidelines, these communities could be eligible for a mill rate change.

Please feel free to contact me or Dennis Tollefsbol with regard to questions you may have concerning the attached exhibit.

Sincerely,

Beverly J Auld
Assistant Chief Administrator/Administration

BJA:jw/M00

cc John Capell
Bob LaShomb
Dennis Tollefsbol

FEATTABS

TABLE 5
REGIONAL TRANSIT BOARD
TAX FEATHERING

TAXING UNIT	SERVICE FREQUENCY PEAK	SERVICE FREQUENCY OFF PEAK	GOVERNING ROUTE	TAXABLE VALUE 1985/86	ESTIMATED TAXABLE VALUE 1986/87	MILL RATE REDUCTION (.50)	MILL RATE REDUCTION (.75)
ANKA COUNTY							
CENTERVILLE, CITY OF	1 TRIP	0	NSL	4,194,310	4,333,000		3,250
TOTAL				4,194,310	4,333,000	0	3,250
CARVER COUNTY							
CHANHASSEN, CITY OF	3 TRIPS	3 TRIPS	MTC 53J/67	52,942,398	55,748,000	27,874	
CHASKA, CITY OF	3 TRIPS	0	MTC 53J	46,899,418	49,338,000		37,004
TOTAL				99,841,816	105,086,000	27,874	37,004
DAKOTA COUNTY							
APPLE VALLEY, CITY OF	12 TRIPS	0	MTC 77 A/C	144,314,628	172,023,000		129,817
BURNSVILLE, CITY OF	16 TRIPS	0	MTC 35N	327,722,914	353,613,000		265,210
EAGAN, CITY OF	11 TRIPS	0	MTC 77EG	225,326,136	251,239,000		188,429
LILYDALE, CITY OF	2 TRIPS	0	MTC 72	7,122,966	7,515,000		5,636
MENDOTA, CITY OF	0	0	----	1,151,328	1,254,000		941
MENDOTA HEIGHTS, CITY OF	15-20 MIN.	3 TRIPS	MTC 5	75,307,129	82,687,000	41,344	
ROSEMOUNT, CITY OF	1 TRIP	0	MTC 46	39,923,281	41,001,000		30,751
SUNFISH LAKE, CITY OF	0	0	----	6,627,683	7,708,000		5,781
TOTAL				827,496,065	917,040,000	41,344	625,765
HENNEPIN COUNTY							
CHAMPLIN, CITY OF	10 MIN.	120 MIN.	MTC 26	47,643,933	50,503,000	25,252	
CHANHASSEN, CITY OF	3 TRIPS	0	MTC 53J	(863,980)	(863,980)		(648)
DEEPHAVEN, CITY OF	20 MIN.	120 MIN.	MTC 67	43,796,749	44,935,000	22,468	
EDEN PRAIRIE, CITY OF	3 TRIPS	0	MTC 53J	278,114,112	316,216,000		237,162
EXCELSIOR, CITY OF	20 MIN.	120 MIN.	MTC 67	20,899,404	20,899,404	10,450	
GREENWOOD, CITY OF	20 MIN.	120 MIN.	MTC 67	9,000,458	9,432,000	4,716	
LONG LAKE, CITY OF	30 MIN.	2 TRIPS	MTC 51	13,735,722	14,381,000	7,191	
MAPLE GROVE, CITY OF	3 TRIPS	0	MTC 45	175,297,154	187,042,000		140,282
MEDICINE LAKE, CITY OF	0	0	----	4,216,150	4,216,000		3,162
MINNETONKA BEACH, CITY OF	20-30 MIN	120 MIN.	MTC 51	10,746,763	11,306,000	5,653	
OSSEO, CITY OF	3 TRIPS	0	MTC 45	16,957,426	18,731,000		14,848
PLYMOUTH, CITY OF	30 MIN.	61 MIN.	MLL	373,477,485	397,380,000	198,690	
SHOREWOOD, CITY OF	20 MIN.	120 MIN.	MTC 67	49,280,372	49,428,000	24,714	
TONKA BAY, CITY OF	2 TRIPS	0	MTC 67	19,195,778	19,849,000		14,887
WOODLAND, CITY OF	0	0	----	11,334,713	11,573,000		8,680
TOTAL				1,072,872,239	1,155,027,424	299,132	417,572
RAMSEY COUNTY							
ARDEN HILLS, CITY OF	15 MIN.	0	MTC 33	89,333,013	93,889,000		70,417
GEM LAKE, CITY OF	2 TRIPS	0	MTC 15	5,361,245	5,361,000		4,021
NORTH OAKS, CITY OF	0	0	----	49,009,528	49,157,000		36,868
VADNAIS HEIGHTS, CITY OF	20 MIN.	2 TRIPS	MTC 2	47,800,419	51,338,000	25,669	
WHITE BEAR, TOWN OF	2 TRIPS	0	MTC 15	42,231,709	43,499,000		32,624
TOTAL				233,735,914	243,244,000	25,669	143,930
SCOTT COUNTY							
PRIOR LAKE, CITY OF	2 TRIPS	0	MTC 35N	57,857,078	66,420,000		49,815
SAVAGE, CITY OF	2 TRIPS	0	MTC 35N	34,622,184	38,846,000		29,135
SHAKOPEE, CITY OF	0	0	----	83,221,982	93,625,000		70,219
TOTAL				175,701,244	198,891,000	0	149,168
WASHINGTON COUNTY							
BAYTOWN, TOWN OF	30-60 MIN.	120+ MIN.	MTC 12	5,841,229	6,162,000	3,081	
BIRCHWOOD, CITY OF	1 TRIP	0	MYC 35A	8,432,418	9,409,000		7,057
COTTAGE GROVE, CITY OF	10-20 MIN.	70 MIN.	MTC 61	95,132,804	96,857,000	48,429	
BELLWOOD, CITY OF	30 MIN.	120 MIN.	MTC 15	13,882,952	14,823,000	7,412	
LAKE ELMO, CITY OF	30-60 MIN.	120+ MIN.	MTC 12	33,593,944	34,818,000	17,409	
MAHTOMEDI, CITY OF	30 MIN.	120 MIN.	MTC 15	24,682,709	25,002,000	12,901	
NEWPORT, CITY OF	20 MIN.	70 MIN.	MTC 61	22,978,759	24,187,000	12,094	
PINE SPRINGS, CITY OF	0	0	----	3,604,681	4,005,000		3,004
ST PAUL PARK, CITY OF	20 MIN.	70 MIN.	MTC 61	18,461,869	18,571,000	9,286	
WILLERINE, CITY OF	30 MIN.	120 MIN.	MTC 15	2,287,219	2,477,000	1,239	
WOODBURY, CITY OF	20-30 MIN.	2 TRIPS	MTC 94W/3	107,775,350	118,334,000	59,167	
TOTAL				336,673,934	355,445,000	171,016	10,061
GRAND TOTALS				2,750,515,522	2,979,066,424	565,035	1,386,750

SERVICE LEVELS IN COMMUNITIES WITHIN TRANSIT TAXING DISTRICT

COUNTY/CITY	FREQUENCY		GOVERNING ROUTE	1985 MILL RATE
	PEAK	OFF-PEAK		
<u>ANOKA</u>				
Anoka	5-10 min.	60 min.	MTC 27	2.0
Blaine	10-20 min.	60 min.	MTC 24	2.0
Centerville	1 trip	-0-	NSL	1.25
Circle Pines	30 min.	60 min.	NSL	2.0
Columbia Heights	5 min.	12 min.	MTC 10	2.0
Coon Rapids	5-10 min.	60 min.	MTC 27	2.0
Fridley	10-15 min.	60 min.	MTC 10	2.0
Hilltop	5 min.	24-30 min.	MTC 10	2.0
Lexington	30 min.	60 min.	NSL	2.0
Lino Lakes	30 min.	60 min.	NSL	2.0
Spring Lake Park	10-20 min.	40-60 min.	MTC 10	2.0
<u>CARVER</u>				
Chanhassen (part)	3 trips	3 trips	MTC 53J/67	1.50
Chaska	3 trips	-0-	MTC 53J	1.25
<u>DAKOTA</u>				
Apple Valley	12 trips	-0-	MTC 77 A/C	1.25
Burnsville	16 trips	-0-	MTC 35N	1.25
Eagan	10 trips (11)	-0-	MTC 77EG	1.25
Inver Grove Heights	15 min.	60 min.	MTC 8	2.0
Lilydale	3 trips (2)	-0-	MTC 72	1.25
Mendota	-0-	-0-	--	1.25
*Mendota Heights	15-20 min.	50-60 min. (3 trips)	MTC 5	2.0
Rosemount	1 trip	-0-	MTC 46	1.25
South St. Paul	15 min.	30 min.	MTC 8	2.0
Sunfish Lake	-0-	-0-	-0-	1.25
West St. Paul	15 min.	30 min.	MTC 8	2.0
<u>HENNEPIN</u>				
Bloomington	15-30 min.	30 min.	MTC 47	2.0
Brooklyn Center	5 min.	30 min.	MTC 5	2.0
Brooklyn Park	10 min.	60 min.	MTC 5	2.0
Champlin	10 min.	120 min.	MTC 26	1.50
Chanhassen (part)	3 trips	-0-	MTC 53J	1.25
Crystal	20-30 min.	60 min.	MTC 14	2.0
Deephaven	20 min.	120 min.	MTC 67	1.50
Eden Prairie	3 trips	-0-	MTC 53J	1.25
Edina	10-15 min.	20 min.	MTC 6	2.0
Excelsior	20 min.	120 min.	MTC 67	1.50
Golden Valley	15-20 min.	40-60 min.	MTC 19	2.0
Greenwood	20 min.	120 min.	MTC 67	1.50
Hopkins	10 min.	30 min.	MTC 12	2.0

COUNTY/CITY	FREQUENCY		GOVERNING ROUTE	1985 MILL RATE
	PEAK	OFF-PEAK		
<u>HENNEPIN</u>				
Long Lake	30 min.	2 trips	MTC 51	1.50
Maple Grove	3 trips	-0-	MTC 45	1.25
Medicine Lake	-0-	-0-	-0-	1.25
Minneapolis	3 min.	6-10 min.	MTC 18	2.0
Minnetonka	20 min.	60 min.	MTC 12	2.0
*Minnetonka Beach	20-30 min.	60 min. (120)	MTC 51	2.0
Mound	20-30 min.	60 min.	MTC 51	2.0
New Hope	20 min.	60 min.	MTC 14	2.0
Orono	20-30 min.	60 min.	MTC 51	2.0
Osseo	3 trips	-0-	MTC 45	1.25
*Plymouth	30 min.	60 min. (61)	MLL	2.0
Richfield	10 min.	15-20 min.	MTC 18	2.0
Robbinsdale	5 min.	20 min.	MTC 14	2.0
St. Anthony	20 min.	40 min.	MTC 4	2.0
St. Louis Park	5 min.	20-30 min.	MTC 17	2.0
Shorewood	20 min.	120 min.	MTC 67	1.50
Spring Park	20-30 min.	60 min.	MTC 51	2.0
Tonka Bay	2 trips	-0-	MTC 67	1.25
Wayzata	20-30 min.	60 min.	MTC 51	2.0
Woodland	-0-	-0-	-0-	1.25
Wold-Chamb. Field	20 min.	40 min.	MTC 7	2.0
<u>RAMSEY</u>				
Arden Hills	20 min. (15)	-0-	MTC 33	1.25
Blaine	10-20 min.	60 min.	MTC 24	2.0
Falcon Heights	30 min.	60 min.	MTC 6	2.0
Gem Lake	2 trips	-0-	MTC 15	1.25
Lauderdale	10-15 min.	30 min.	MTC 5	2.0
Little Canada	30 min.	60 min.	NSL	2.0
Maplewood	20-30 min.	40-60 min.	MTC 9	2.0
*Mounds View	10 min. (15)	70 min. (60)	MTC 25	1.50
New Brighton	20-30 min.	60 min.	MTC 4	2.0
North Oaks	-0-	-0-	-0-	1.25
North St. Paul	20-30 min.	60 min.	MTC 9	2.0
Roseville	10-20 min.	20 min.	MTC 4	2.0
St. Anthony	20 min.	40-60 min.	MTC 4	2.0
St. Paul	4-6 min.	8 min.	MTC 16	2.0
Shoreview	30 min.	60 min.	NSL	2.0
Spring Lake Park	10-20 min.	40-60 min.	MTC 10	2.0
Vadnais Heights	20 min.	2 trips	MTC 2	1.50
White Bear Lake	20 min.	60 min.	MTC 15	2.0
White Bear Lake Twnshp.	2 trips	-0-	MTC 15	1.25
<u>SCOTT</u>				
Prior Lake	2 trips	-0-	MTC 35N	1.25
Savage	2 trips	-0-	MTC 35N	1.25
Shakopee	-0-	-0-	-0-	1.25

COUNTY/CITY	FREQUENCY		GOVERNING ROUTE	1985 MILL RATE
	PEAK	OFF-PEAK		
<u>WASHINGTON</u>				
Bayport	60 min.	60 min.	VT	2.0
Baytown	30-60 min.	120+ min.	MTC 12	1.50
Birchwood	1 trip	-0-	MTC 35A	1.25
Cottage Grove	10-20 min.	70 min.	MTC 61	1.50
Dellwood	30 min.	120 min.	MTC 15	1.50
Lake Elmo	30-60 min.	120+ min.	MTC 12	1.50
Landfall	20-30 min.	60 min.	MTC 3	2.0
Mahtomedi	30 min.	120 min.	MTC 15	1.50
Newport	20 min.	70 min.	MTC 61	1.50
Oakdale	20-30 min.	60 min.	MTC 3	2.0
Oak Park Hts.	60 min.	60 min.	VT	2.0
Pine Springs	-0-	-0-	-0-	1.25
St. Paul Park	20 min.	70 min.	MTC 61	1.50
Stillwater	60 min.	60 min.	VT	2.0
Willernie	30 min.	120 min.	MTC 15	1.50
Woodbury	20-30 min.	2 trips	MTC 94W/3	1.50
White Bear Lake	20-30 min.	60 min.	MTC 15	2.0

NSL = North Suburban Lines
 MLL = Medicine Lake Lines
 VT = Valley Transit
 MTC = Metropolitan Transit Commission

* Possible mill rate change.

kal/5990
 9-9-86

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 25, 1986
TO: Administration and Finance Committee
THRU: Gregory Andrews, Director of Administration 
FROM: Gerald Brechlin, Manager of Accounting Operations
SUBJECT: Sixty-Minute Off Peak Factor - Tax Feathering

Per the request of the Committee, attached is a schedule which shows those communities with 60-minute off peak service going to 61 minutes, thereby technically qualifying for the .50 tax feather mill rate reduction.

Based on 1985/86 taxable values, this approximates a \$1,392,000 feathering reduction. Projecting an increase in values for 1986/87, this reduction would approximate \$1,475,000. This does not include the projected \$198,692 feathering reduction for Plymouth, which changed the off peak route time from 60 to 61 minutes.

Attachment
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FEATTAB9

TABLE 9
REGIONAL TRANSIT BOARD
TAX FEATHERING
CHANGING FREQUENCY OF ROUTES FROM 60 TO 61 MIN.

TAXING UNIT	SERVICE FREQUENCY PEAK	OFF PEAK	GOVERNING ROUTE	TAXABLE VALUE 1985/86	ESTIMATED TAXABLE VALUE 1986/87	MILL RATE REDUCTION (.50)	MILL RATE REDUCTION (.75)	TOTAL FEATHERING REDUCTION
ANOKA COUNTY								
ANOKA	5-10 MIN.	60 MIN. (61)	MTC 27	80,120,188		40,060		40,060
BLAINE	10-20 MIN.	60 MIN. (61)	MTC 24	136,290,296		68,145		68,145
CIRCLE PINES	30 MIN.	60 MIN. (61)	NSL	18,151,591		9,076		9,076
COON RAPIDS	5-10 MIN.	60 MIN. (61)	MTC 27	197,151,490		98,576		98,576
FRIDLEY	10-15 MIN.	60 MIN. (61)	MTC 10	207,277,641		103,639		103,639
LEXINGTON	30 MIN.	60 MIN. (61)	NSL	7,274,675		3,637		3,637
LINO LAKES	30 MIN.	60 MIN. (61)	NSL	26,421,368		13,211		13,211
TOTAL				672,687,249	0	336,344	0	336,344
DAKOTA COUNTY								
INVER GROVE HEIGHTS	15 MIN.	60 MIN. (61)	MTC 8	97,849,363		48,925		48,925
TOTAL				97,849,363	0	48,925	0	48,925
HENNEPIN COUNTY								
BROOKLYN PARK	10 MIN.	60 MIN. (61)	MTC 5	257,224,027		128,612		128,612
CRYSTAL	20-30 MIN.	60 MIN. (61)	MTC 14	122,833,082		61,417		61,417
MINNETONKA	20 MIN.	60 MIN. (61)	MTC 12	463,491,299		231,746		231,746
MOUND	20-30 MIN.	60 MIN. (61)	MTC 51	58,162,258		29,081		29,081
NEW HOPE	20 MIN.	60 MIN. (61)	MTC 14	141,393,781		70,697		70,697
ORONO	20-30 MIN.	60 MIN. (61)	MTC 51	98,700,708		49,350		49,350
SPRING PARK	20-30 MIN.	60 MIN. (61)	MTC 51	14,160,622		7,080		7,080
WAYZATA	20-30 MIN.	60 MIN. (61)	MTC 51	56,161,468		28,081		28,081
TOTAL				1,212,127,245	0	606,064	0	606,064
RAMSEY COUNTY								
BLAINE	10-20 MIN.	60 MIN. (61)	MTC 24	2,238,475		1,119		1,119
FALCON HEIGHTS	30 MIN.	60 MIN. (61)	MTC 6	27,809,058		13,905		13,905
LITTLE CANADA	30 MIN.	60 MIN. (61)	NSL	50,836,644		25,418		25,418
MOUNDS VIEW	10 MIN. (15)	70 MIN. (61)	MTC 25	56,492,873		28,246		28,246
NEW BRIGHTON	20-30 MIN.	60 MIN. (61)	MTC 4	138,286,057		69,143		69,143
NORTH ST. PAUL	20-30 MIN.	60 MIN. (61)	MTC 9	55,892,653		27,946		27,946
SHOREVIEW	30 MIN.	60 MIN. (61)	NSL	145,728,489		72,864		72,864
WHITE BEAR LAKE	20 MIN.	60 MIN. (61)	MTC 15	119,990,542		59,995		59,995
TOTAL				597,274,791	0	298,637	0	298,637
WASHINGTON COUNTY								
BAYPORT	60 MIN.	60 MIN. (61)	VT	16,587,042		8,294		8,294
LANDFALL	20-30 MIN.	60 MIN. (61)	MTC 3	862,006		431		431
OAKDALE	20-30 MIN.	60 MIN. (61)	MTC 3	66,752,096		33,376		33,376
OAK PARK HTS.	60 MIN.	60 MIN. (61)	VT	46,730,608		23,365		23,365
STILLWATER	60 MIN.	60 MIN. (61)	VT	70,997,077		35,499		35,499
WHITE BEAR LAKE	20-30 MIN.	60 MIN. (61)	MTC 15	1,470,744		735		735
TOTAL				203,399,573	0	101,700	0	101,700
GRAND TOTALS				2,783,338,221	0	1,391,669	0	1,391,669

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 23, 1986
TO: Regional Transit Board
FROM: Administration and Finance Committee
SUBJECT: Metro Mobility Provider Contracts

At its meeting September 25, 1986, the Administration and Finance Committee will discuss the contract form proposed for Metro Mobility providers. The agenda has been amended to include this item. Based upon discussion at the committee meeting, the following recommendation will be presented to the board September 29, 1986.

Recommendation

That the Regional Transit Board authorize the executive director to enter into contracts (which are substantially in the form attached) to provide Metro Mobility service with the organizations shown on the attached listing.

Ruth Franklin
Chair

METRO MOBILITY PROVIDERS

9/16/86

City Wide Cab Company
18 East Acker
St. Paul, MN 55117

Diamond Cab Company
1885 University Avenue
St. Paul, MN 55104

Handicapped Transport System
P.O. Box 281
South St. Paul, Mn 55075

Kare Kabs
1746 Terrace Drive
Roseville, MN 55113

Morley Bus Company
407 SW 15th Street
Forest Lake, MN 55025

Suburban Paratransit
5701 Normandale Road, Room 102
Edina, MN 55424

Blue and White (Wheelchair Express)
1304 East Lake Street
Minneapolis, MN 55407

Osseo-Brooklyn School Bus Company
200 Second Avenue NW
Osseo, Mn 55369

CareBus
7912 Main Street
Fridley, MN 55432

Midwest Olsen Med-Kab
2900 Pleasant Avenue South
Minneapolis, MN 55408

Transportation Management, Inc.
2812 University Avenue SE
P.O. Box 14784
Minneapolis, MN 55414

Commuter Express
2866 White Bear Avenue
St. Paul, MN 55109

The Ebenezer Society
2500 Park Avenue South
Minneapolis, MN 55404

Handicabs, Inc.
1068 North Sixth Street
Minneapolis, MN 55411

North Medical Transportation Svs.
3300 Oakdale North
Robbinsdale, MN 55422

Twin City Mobility
Box 4621
St. Paul, MN 55104

DARTS
201 North Concord Exchange
P.O. Box 624
South St. Paul, Mn 55075

Active-Ready Ride (MedPlus
Transportation Services, Inc.)
186 Forbes Avenue
St. Paul, MN 55102

Yellow Taxi Service Corp.
3555 Fifth Avenue South
Minneapolis, MN 55408

Metro Ride of Minnesota, Inc.
1028 Delaware Street SE
Minneapolis, MN 55414

Contract No. _____

AGREEMENT FOR
SPECIAL TRANSPORTATION SERVICES

DRAFT

This Agreement entered into this ___ day of _____, 1986, by and between the Regional Transit Board, a public body ("RTB") and Metro Ride of Minnesota, Inc., a Minnesota Corporation ("PROVIDER").

Recitals:

WHEREAS, Minn. Stat. Section 473.386, subd. 1, requires the RTB to implement a project to coordinate special transportation service in the metropolitan area; and

WHEREAS, Minn. Stat. Section 473.386, subd. 2, requires the RTB to contract for services necessary for the project's operation and that all transportation services provided through the project must be provided under a contract between the RTB and the provider which specifies the service to be provided and the rates for providing it; and

WHEREAS, PROVIDER wishes to perform such services and has represented to the RTB that the PROVIDER has the necessary expertise, qualifications and personnel to perform such services; and

WHEREAS, by Resolution No. _____, the RTB has authorized its executive director to enter into this Agreement with the PROVIDER;

NOW THEREFORE, based upon the mutual covenants contained herein, the PROVIDER agrees that it will provide the services specified herein upon the terms and conditions set forth hereinafter.

1. Definitions: Unless the context indicates a different meaning, the following terms shall have the following meanings ascribed to them:

(a) RTB: The Regional Transit Board, created pursuant to Minn. Stat. Section 473.371 to Section 473.449.

(b) PROVIDER: Metro Ride of Minnesota, Inc., a Minnesota Corporation.

(c) Special Transportation Service ("STS"): Motor vehicle transportation provided on a regular basis by a public or private entity or person, designed to serve handicapped persons, elderly persons, and others with special transportation needs who are unable to use mainline bus service under the Metro Mobility program of the RTB.

(d) MTC: The Metropolitan Transit Commission, created pursuant to Minn. Stat. Section 473.401 et seq.

(e) MMAC: The Metropolitan Mobility Administrative Center operated by the MTC and under contract with the RTB to oversee the daily operation of Special Transportation Services.

DRAFT

(f) User: Any person who the RTB or MMAC has determined is eligible to receive Special Transportation Services.

(g) Vehicle: A motor vehicle used by the PROVIDER to provide Special Transportation Services.

(h) Service Area: The geographic area identified in Paragraph 2(e) from which the PROVIDER shall originate trips of Special Transportation Services.

(i) Metro Mobility Service Area: The geographic area in which STS will be provided as publicly announced by the RTB.

Any other terms shall have the meanings ascribed to them by Minn. Stat. Chs. 473 and 174 and Minn. Rules, Chapter 8840, as amended.

2. Services

PROVIDER shall provide Special Transportation Services to Users who request such service in accordance with the Management Plan attached hereto as Attachment A and as set forth hereinafter:

(a) PROVIDER shall assist Users from the entrance of the building at the pickup location to the Vehicle and from the Vehicle through the first door at the passenger's destination. Assistance shall include support when walking, assistance in getting wheelchairs up and down steps and pushing wheelchairs to and from the building entrance.

(b) Where applicable, PROVIDER shall properly position wheelchairs on the Vehicle's lift or ramp, operate the Vehicle's lift and secure the wheelchair.

(c) PROVIDER'S driver shall, wherever feasible, use entrances accessible to the transported User.

(d) PROVIDER shall have a minimum of ___ wheelchair accessible Vehicles and ___ non-wheelchair accessible Vehicles at all times exclusively for use in providing STS.

(e) PROVIDER agrees to provide Special Transportation Services to Users residing in the following communities:

Bloomington
Brooklyn Center
Columbia Heights
Crystal
Edina
Falcon Heights
Fridley
Golden Valley

Lauderdale
Little Canada
Maplewood
Minneapolis
New Brighton
New Hope
North St. Paul
Richfield

Robbinsdale
Roseville
St. Anthony
St. Louis Park
St. Paul
South St. Paul
West St. Paul

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These communities shall constitute the PROVIDER'S Service Area.

(f) PROVIDER shall be available to provide STS with a first pickup at 6:00 a.m. and the last pickup at 11:00 p.m. on all weekdays and first pickup at 8:00 a.m. and 11:00 p.m. on all weekends and holidays.

(g) Subject to Paragraph 2 (m) and (n), PROVIDER agrees to provide STS to Users who request that PROVIDER provide such service when and only when the request is made on the day before service is desired, between the hours of 6:00 a.m. and 2:30 p.m. on weekdays and between the hours of 8:00 a.m. and 2:30 p.m. on weekends and holidays.

(h) PROVIDER shall not provide STS for one-way trips that exceed ninety (90) minutes for any one User.

(i) PROVIDER shall not transport more persons in a Vehicle than the Vehicle's normal seating capacity.

(j) Subject to space limitations, PROVIDER shall provide transportation service for up to three (3) guests of a User when accompanied by the transported User. ✓

(k) PROVIDER shall provide all scheduled return trips.

(l) PROVIDERS shall pick up all Users to be transported within ten (10) minutes of the scheduled pickup time.

(m) Upon being notified by telephone or otherwise by either the MMAC or RTB that available funding allocation for all STS for the following day has been exhausted, PROVIDER shall accept no further requests by Users for STS for that following day and shall not perform any service on the following day requested by Users after receipt of said notice.

(n) Notwithstanding the provisions of Paragraph 2 (g) and (m), Users for which MMAC or the RTB have approved a standing request for STS need not comply with Paragraph 2 (g) and are not subject to the limitation contained in Paragraph 2 (m).

(o) PROVIDER may deny a request for STS by a User only in the case of circumstances described in Paragraph 2 (m) or where PROVIDER has insufficient Vehicles to provide the service. In the latter case, PROVIDER shall advise the requesting User of the name and telephone number of at least one other person or entity providing STS to persons in the area in which the requesting User resides. PROVIDER shall keep a record of all denials of requests by Users for STS and submit such record along with PROVIDER'S invoices.

(p) In providing Special Transportation Services, PROVIDER shall comply with all applicable local, state and federal laws, rules, and regulations, including, without limitation, the following:

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- (1) Minn. Stat. Section 473.386, subd. 6;
- (2) If applicable, Minn. Rules Sections 8840.5100-8840.6300, as amended;
- (3) If applicable, Minn. Stat. Sections 299A.11 to 299A.18, relating to wheelchair securement devices;
- (4) In the case of taxicabs, all applicable municipal regulations and ordinances relating to personnel, equipment, operation, and maintenance; and
- (5) Federal and state laws regarding the use of child restraint systems.

(q) Where Minn. Rules Sections 8840.5100 to 8840.6300 are applicable, PROVIDER shall not provide STS without a current annual certificate of compliance issued pursuant to Minn. Stat. Section 174.30, subd. 4. PROVIDER shall provide the RTB with a copy of said certificate prior to commencing services under this Agreement. PROVIDER shall immediately notify the RTB of any revocation, suspension, expiration without renewal, or limitation of said certificate.

(r) PROVIDER is not required to provide service which consists of any trip which terminates outside the Metro Mobility Service Area.

3. Fares. As partial consideration of the STS to be provided hereunder, PROVIDER shall be entitled to collect the following fares:

(a) PROVIDER may collect a fare of \$1.00 per one-way trip from each transported User and guest.

(b) PROVIDER may collect an additional fare from each transported User and guest for travel over eight (8) miles in an amount not to exceed \$1.00 per mile, or portion thereof.

(c) Notwithstanding (a) and (b) above, the maximum amount which PROVIDER may collect from a transported User or guest shall not exceed \$3.75 per one-way trip.

(d) PROVIDER shall accept either cash or Metro Mobility Commuter Tickets as payment of fares.

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(e) PROVIDER shall be reimbursed at 100 percent face value for Metro Mobility Commuter Tickets received for providing STS. Said Tickets shall be submitted to MMAC and shall be paid within thirty (30) days on the same schedule as provided in Paragraph 16 (i).

(f) All fares received by the PROVIDER pursuant to this Paragraph shall be retained as the sole property of the PROVIDER.

(g) Notwithstanding (a) and (b) above, in the case of trips for which Medical Assistance is available, PROVIDER shall not collect any fare, but shall be entitled to any compensation provided by Medical Assistance.

3. Personnel

(a) Any and all employees of the PROVIDER, its subcontractor or other persons while engaged in the performance of any work or services required by the PROVIDER under this agreement shall not be considered employees of the RTB, and any and all claims that may or might arise under the Worker's Compensation Act of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the PROVIDER'S employees, its subcontractors or other persons while so engaged in any of the work or services to be rendered shall in no way be the obligation or responsibility of the RTB.

(b) The PROVIDER and its subcontractors shall use their best efforts to obtain goods and services from small business concerns owned and controlled by women and socially and economically disadvantaged individuals.

(c) PROVIDER and its subcontractors shall be considered as independent contractors and has and retains full control and supervision of the services and full control over the employment and direct compensation and discharge of all persons assisting with performing services under this Agreement.

(d) All drivers of Vehicles providing STS (including taxicab drivers) shall meet the following requirements within ninety (90) days of the date hereof:

(1) No driver shall operate a vehicle used for providing Metro Mobility service unless that driver:

(i) has visual acuity of 20/40 in each eye corrected and a field of vision of at least 70 degrees in the horizontal meridian of each eye;

(ii) does not have a hearing loss greater than 30 db in the better ear with or without a hearing aid; and

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(iii) has no current medical condition which interferes with the ability to drive safely.

(2) Every two years each driver shall obtain, on a form prescribed by the commissioner (of transportation), a physician's statement that the driver has no current medical condition which interferes with his or her ability to drive safely. This shall be obtained prior to employment as a driver of a Metro Mobility vehicle. Employees of facilities which are licensed by the Department of Health or the Department of Public Welfare and required by either of those departments to provide a physician's statement of health on a regular basis may substitute that form or statement for the form required in this section.

(3) Each driver shall be able to perform a vehicle safety inspection and each driver and attendant, in the case of a vehicle which is staffed by a driver and an attendant, shall be able to assist a passenger into the vehicle and operate a wheelchair lift or ramp if the vehicle is equipped with it.

(4) Each driver shall also meet the following criteria:

(i) possess a driver's license which is valid for the type of vehicle which he or she drives;

(ii) be at least 18 years of age and have not less than one year of experience as a licensed driver; and

(iii) have a driving record clear of revocations, suspensions, and cancellations for the past three years except for suspensions which result from unpaid parking tickets.

(5) Each driver and attendant shall successfully complete a first aid or emergency care course of not less than four hours which shall include instruction in the following elements:

(i) treatment of shock;

(ii) control of bleeding;

(iii) airway management;

(iv) prevention and treatment of frostbite and exposure to cold;

(v) prevention and treatment of heat exhaustion and heat stroke;

(vi) identification of sudden illness such as stroke, heart attack, convulsions, fainting, and seizures; and

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(vii) appropriate use of emergency medical assistance services.

(6) Each driver and attendant who transports Users shall complete a minimum of eight hours training in the techniques of transporting and assisting elderly and physically handicapped Users which shall include instruction in the following elements:

(7) Each driver and attendant shall receive instruction in the use of the fire extinguisher.

(8) A driver or attendant employed by the PROVIDER prior to the effective date of this contract who has not completed training shall do so within 90 days of the effective date of this contract. Copies of certificates indicating successful completion of courses must be maintained in the PROVIDER'S files.

(9) Each driver and attendant must successfully complete a refresher first aid or emergency care course every three years. The refresher course shall include instructions in the elements listed in item 5.

4. Role of MMAC

(a) The MMAC will serve as an agent of the RTB and shall be responsible for overseeing the daily operations of the Metro Mobility program.

(b) Responsibilities of the MMAC will include certification of Metro Mobility riders, reimbursement of providers, monitoring provider performance, addressing rider concerns, daily supervision of the program, allocation of daily ridership and maintenance of computer system.

(c) The MMAC shall be responsible for determining the mileage of STS trips, which determination shall be final and binding on PROVIDER.

(d) The MMAC shall have the power and authority to recommend disciplinary action to the RTB regarding the delivery of Metro Mobility service by the PROVIDER.

(e) The MMAC shall supply the PROVIDER with a keyboard, monitor and modem for purposes of communication with the Metro Mobility computer at the MMAC. Said equipment shall remain the property of the MMAC. PROVIDER shall be responsible for all costs associated with maintenance of the keyboard, monitor and modem not covered by applicable warranty. PROVIDER shall also be responsible for all costs associated with the telephone lines necessary to communicate with the Metro Mobility computer.

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(f) PROVIDER shall be responsible for replacing the keyboard, monitor and modem in the event the equipment is misused or abused by the PROVIDER or any of its employees or agents.

6. Marketing

(a) All marketing and/or advertising efforts undertaken by the PROVIDER related to STS shall receive prior written approval by the RTB.

(b) Any use of the words "Metro Mobility" will not be permitted without prior written approval by the RTB.

7. Operation, Maintenance and Housing

The PROVIDER and its subcontractors shall operate and maintain the Vehicles and related equipment and service in compliance with administrative regulations that may be promulgated by the RTB and all lawful orders, rules and regulations of properly constituted authorities governing the operation of service and in a manner reasonably suitable for the transportation of persons. In addition, the PROVIDER and its subcontractors shall furnish all fuel, oil, lubricants, supplies, and accessories necessary for the operation of said Vehicles and shall undertake their repair and maintenance to keep them in good and sound operating condition. The PROVIDER and its subcontractors shall provide for the inspections and cleaning of all Vehicles necessary and suitable for their maintenance and for the comfort and safety of the passengers. The PROVIDER and its subcontractors shall supply storage and housing of all Vehicles, parts, and supplies to be furnished or used by it in connection with the furnishing of the service under this Agreement.

8. Licenses and Taxes

The PROVIDER and its subcontractors shall procure and keep current any and all licenses, permits or certificates which are or may be required by properly constituted authorities for the performance of the service. Furthermore, the provider and its subcontractors shall be responsible for all taxes assessed on property owned by it, including storage facilities and Vehicles, to be used in connection with the furnishing of the service.

9. Insurance

PROVIDER (even if all its Vehicles consist of taxicabs) shall have in effect an insurance plan which provides the minimum coverage identified in Minn. Rules Section 8840.6000, Subpart 1. At least five (5) days prior to commencing service hereunder, PROVIDER shall furnish to the RTB a certificate of insurance from an insurer licensed in Minnesota and acceptable to the RTB showing such minimum coverage and naming the RTB and the MTC as additional insureds. Said insurance shall provide for 30 days prior written notice to the RTB of any cancellation, termination or change in said policy.

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10. Indemnity

(a) The PROVIDER and its subcontractors shall indemnify and save harmless the RTB and the MTC from and against any and all claims or demands including all costs of defense of every nature on account of injury to or death of persons or damage to or loss of property, caused by or resulting in any manner from any acts or omissions of the PROVIDER, its subcontractors, agents, or employees, and its subcontractors, in performing or failing to perform any of the services, duties or operations to be performed by the PROVIDER whether under this agreement or otherwise.

(b) The PROVIDER and its subcontractors shall also indemnify and hold harmless the RTB and the MTC against risk or loss of all kinds including all costs of defense through injury to the PROVIDER'S employees, and its subcontractors and volunteers, while in the course and scope of their employment under this agreement.

11. Reports, Records and Documentation

(a) The PROVIDER shall maintain all records pertaining to STS under this Agreement for a period of three (3) years from date of final payment. If any litigation, claim or adverse finding exists, the records shall be retained until final disposition thereof has been resolved.

(b) The PROVIDER, upon request, will furnish to the RTB copies of all reports required by law or regulation to be furnished to the RTB or any other governmental body or authority having legal jurisdiction over operational matters of the PROVIDER.

(c) The PROVIDER shall, at the end of the term of this agreement, turn over in a timely fashion any and all records that are requested and deemed to be appropriate by the RTB.

(d) The PROVIDER agrees to provide additional information as may be required by the RTB or the MMAC.

(e) The PROVIDER agrees to have a representative in attendance at the regular meetings for the STS providers.

12. Conditions, Limitations and Restrictions

(a) The PROVIDER shall not be required to furnish the service or any portion thereof in the event of its inability to do so by virtue of any concerted refusal of its employees to work or any strike of any kind or character of its or its subcontractors, including a so-called wild-cat strike or slowdown or stoppage; any riot, civil strike, or disturbances; closing of streets, roads, routes, or bridges; inclement weather; destruction of any means or methods of any of its property necessary for the performance of this agreement; flood, fire or any other cause beyond its control.

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(b) The services of the PROVIDER to be performed in this agreement shall not be assigned or transferred or subcontracted out unless written authority to do so is granted by the RTB. This written consent shall in no way relieve the PROVIDER from its primary responsibility for performance of the work. The RTB reserves the right to review said contracts between the PROVIDER and third parties.

(c) The RTB shall not be responsible for any loss or damage sustained or claimed to be sustained by the PROVIDER or its subcontractors through the failure of the PROVIDER or its subcontractors to maintain at all times a timely operating schedule.

(d) The failure of the RTB at any time to insist upon a strict performance of any of the terms, conditions and covenants contained within this agreement shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants contained within this agreement.

13. Prohibited Interests

(a) No member, officer, employee or agent of the RTB during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement, or the proceeds thereof.

(b) The PROVIDER shall not offer or provide gifts, favors, nor any other gratuities of more than nominal value to any official, employee, or agent of the RTB during the period of this contract nor for a period of one year thereafter.

14. Conflict of Interest

(a) The PROVIDER represents that it presently has no interest and agrees that it shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROVIDER further agrees that in the performance of the agreement, no person having any such interest shall be employed.

(b) The PROVIDER shall disclose to the RTB any contract, agreement or understanding that the PROVIDER has as of the date of submission of the agreement, or in the future may have, with any entity or individual which in the PROVIDER'S reasonable opinion may represent a conflict of interest in the performance of the PROVIDER'S performance of its duties for the RTB and if the RTB determines that there is in fact a conflict, then the PROVIDER shall forthwith resign from such conflicting contract, agreement or understanding, in which event the agreement shall remain in full force and effect. In the event the PROVIDER does not so resign, then the RTB shall have the option of terminating the agreement forthwith.

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15. Inspections

(a) The RTB shall have the right and shall be at liberty to monitor and inspect, in regular business hours, with the PROVIDER'S cooperation, all elements of the system under this Agreement.

(b) The PROVIDER and its subcontractors shall keep full and complete books of account under generally accepted accounting principles reflecting its operations pursuant to this agreement. The PROVIDER further agrees to permit the RTB or its designee to inspect, copy or audit its accounts or its subcontractor, records and business documents at any time during regular business hours, as they may relate to the STS.

(c) The PROVIDER shall provide full and competent technical services to handle and correct any and all problems associated with the operation of the system.

16. Operating Subsidy. As additional consideration for the services to be provided, RTB shall make payments to PROVIDER as follows:

(a) Payments shall be made for each one-way trip (whether out-going or returning) made by PROVIDER which transports a User. No payment shall be made under this Paragraph for guests of Users. No payment shall be made under this Paragraph for any trip which is in violation of any provision of this Agreement, including, without limitation, Paragraph 2(a), (b), (c), (h), (k), (l), (m), (p), and (q).

(b) Payment to the PROVIDER will be only for STS trips provided from the PROVIDER'S Service Area and any scheduled return trips, provided said return trips originate from the Metro Mobility Service Area.

(c) RTB shall pay to the PROVIDER \$5.50 for each one-way ambulatory trip provided to a User and \$11.50 for each one-way wheelchair trip provided to a User. No adjustment shall be made due to the distance of the trip.

(d) No payment will be made to PROVIDER for trip requests that result in no-shows or cancellations.

(e) Only those trips recorded on the computer at the MMAC will be subject to payment.

(f) Determination of the applicability of the wheelchair or ambulatory payment rate shall be based on the two number prefix of each Metro Mobility user's certification number.

Certification numbers with the following prefixes shall be defined as ambulatory riders and will be reimbursed at the rate of \$5.50 per one-way trip; 23, 24, 33, 35, 36 and 38.

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Certification numbers with the following prefixes shall be defined as wheelchair riders and will be reimbursed at the rate of \$11.50 per one-way trip; 21, 22, 31 and 32.

The identification of the foregoing certification numbers is attached hereto as Attachment B.

(g) PROVIDER requests for payment shall be submitted on the Metro Mobility daily invoice supplied by the MMAC and included here as Attachment C. The Metro Mobility daily invoice shall list, by rider's certification number, each ambulatory trip provided, each wheelchair trip provided, each no-show and each cancellation. Additionally, the PROVIDER shall provide a listing of each trip denied due to the PROVIDER'S inadequate capacity on the form provided by the Metro Mobility Administrative Center and included here as Attachment D.

(h) Requests for payment shall be submitted by the PROVIDER to:

Metro Mobility Administrative Center
570 Sixth Avenue North
Minneapolis, Minnesota 55411-4398

(i) The MMAC will process all completed Metro Mobility daily invoices twice each month.

All completed invoices received at the MMAC by the first day of each month will be processed and payment made within thirty (30) days thereafter.

All completed invoices received at the MMAC by the fifteenth day of each month will be processed and payment made within thirty (30) days thereafter.

(j) Requests for payment of STS trips will only be honored for those trips taken within ninety (90) days from the date of submitting the Metro Mobility daily invoice to the MMAC.

(k) Three percent (3%) of the first eight (8) payments to the PROVIDER shall be withheld pending a final audit by the RTB, which audit shall be completed in a reasonable time thereafter.

17. Equal Employment Opportunity

In connection with the execution of this Agreement, the PROVIDER agrees that it shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. PROVIDER will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections for training, including apprenticeship.

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18. Management Assistance and Cooperation

The PROVIDER agrees that major problems and occurrences will be reported to the RTB. Promotion, service changes and other significant changes to the Management Plan (Attachment A) by the PROVIDER, whether proposed by the PROVIDER or the RTB, shall be made only with prior consultation between the PROVIDER and the RTB. The PROVIDER specifically agrees to assist the RTB in any matters which, in the discretion of the RTB, are in the interest of improving the service by way of survey, public notice, publicity, or public education.

19. Termination and Suspension

(a) In the event that PROVIDER fails to comply with any provision of this Agreement, RTB may either (1) immediately terminate this Agreement by providing written notice thereof to PROVIDER, or (2) immediately suspend PROVIDER'S right to provide services, collect fares, and receive payment under this Agreement for a period not to exceed thirty (30) days. The RTB election to suspend the PROVIDER'S rights under (2) shall not impair the RTB's right to immediately terminate PROVIDER under (1). Upon termination under (1), the RTB reserves all rights to other remedies allowed by law, including curtailing of future funds to the PROVIDER.

(b) Upon thirty (30) days written notice by the RTB to PROVIDER or upon ninety (90) days written notice by PROVIDER to RTB, this agreement may be terminated and cancelled without cause and all obligations contained in this agreement shall cease upon the expiration of said notice period.

20. Notice

Notice by certified mail shall be deemed to have been given on the day of mailing using the addresses contained on the contract agreement.

21. Reservation of Rights

Nothing in this agreement shall modify, waive, restrict, abrogate or limit the powers of the RTB conferred by law or regulation.

22. Arbitration

Any dispute under this agreement shall be submitted to binding arbitration in the City of St. Paul, Minnesota, within thirty (30) days of written notification by either party. Arbitration shall take place under the rules of the American Arbitration Association, provided that there be only one arbitrator.

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23. Term

Unless terminated earlier as provided in paragraph 19, the term of this Agreement shall be from October 4, 1986, to December 31, 1987.

24. Prior Agreements. This Agreement supercedes any prior written or oral agreement between the parties or any agreement for the provision of STS between PROVIDER and the Minnesota Department of Transportation, whose obligations may have been assumed by the RTB, and neither the PROVIDER nor the RTB shall have any further obligations under said agreements for services provided on or after October 4, 1986.

IN WITNESS WHEREOF, the parties signed below have caused this agreement to be executed as of the date first indicated above.

REGIONAL TRANSIT BOARD

METRO RIDE OF MINNESOTA, INC.

By Its Executive Director
270 Metro Square Building
St. Paul, Minnesota 55101

Its
1028 Delaware Street SE
Minneapolis, MN 55414

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, St. Paul, MN 55101
292-8789

DATE: September 29, 1986
TO: Regional Transit Board
FROM: Elliott Perovich, Chairman
SUBJECT: Implementation and Financial Plan - Authorization to Hold
Public Meeting

Action Requested:

Authorization to hold a public meeting on the Implementation and Financial Plan on Monday, October 27, 1986, at 4:00 p.m. in conjunction with a Committee of the Whole meeting.

Background:

The Implementation Plan legislation does not specifically require the Regional Transit Board (RTB) to hold a public meeting on the Implementation Plan. The legislation (473.161) does state, however, that "upon a request from any local governmental unit, the commission shall hold a public hearing for the purpose of receiving testimony from local governmental units and the public prior to submission to the council as provided in subdivision 2."

To provide for public input, a public meeting will be scheduled on Monday, October 27, 1986, at 4:00 p.m. in conjunction with a Committee of the Whole meeting. Copies of the Draft Implementation and Financial Plan will be mailed out on Friday, October 10, 1986. In addition to the public meeting, the public record will remain open through November 17. Comments received after adoption of the Implementation and Financial Plan and submission to the Metropolitan Council on November 3 will be forwarded to the Council. In addition, the RTB will be requesting the Metropolitan Council to hold a public hearing on the Implementation and Financial Plan as authorized by the legislation.

RECOMMENDATION:

That the Regional Transit Board approve authorization to hold a public meeting on the Implementation and Financial Plan on Monday, October 27, 1986, at 4:00 p.m. in conjunction with a Committee of the Whole meeting.

PC/BDTX1

TIMELINE FOR COMPLETION OF THE
IMPLEMENTATION AND FINANCIAL PLAN
Draft 9/26/86

- Monday, September 29 - Board Authorization to Hold Public Meeting on October 27.
- Tuesday, September 30 - Notifications Mailed for Public Meeting.
- Friday, October 3 - Draft Completed for 10/9 Committee of the Whole Mailing.
- Thursday, October 9 - 4:00 Committee of the Whole--Review Draft and Authorize Mailing for Public Meeting. Changes will be Made Before Mailing on Friday, October 10. Administration and Finance Committee to Follow.
- Friday, October 10 - Revise Draft of Implementation and Financial Plan Done Based on Committee of the Whole.
- Thursday, October 16 - Tentative Committee of the Whole.
- Wednesday, October 22 - Policy Committee--Continued Discussion.
- Monday, October 27 - Public Meeting and Committee of the Whole.
- Thursday, October 30 - Committee of the Whole. Review Final Document.
- Monday, November 3 - Board Approval and Submission to Metropolitan Council.
- Friday, November 14 - Public Comment Process Closes. Any Comments Will be Transmitted to the Metropolitan Council.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

DATE: September 25, 1986
TO: Administration and Finance Committee
FROM: Mark Ryan
RE: Metro Mobility Provider Contracts

The contracts that the Regional Transit Board (RTB) will enter into for Metro Mobility service will be tailored to the specific type, hours and areas of service for each provider.

Outlined below are the specific characteristics of each of the Metro Mobility providers that will be included with their contract.

Active-Ready Ride

Communities Served:

October 4, 1986:

Bloomington
Brooklyn Center
Columbia Heights
Edina
Falcon Heights

Fridley
Lauderdale
Little Canada
New Brighton
Richfield

Roseville
St. Anthony
South St. Paul
West St. Paul

January 1, 1987:

Anoka
Arden Hills
Blaine
Brooklyn Park
Centerville

Champlin
Circle Pines
Coon Rapids
Lexington
Lino Lakes

Moundsview
North Oaks
Shoreview
Spring Lake Park
Vadnais Heights

Minimum Number of Vehicles: 10 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 6:00 p.m.

Blue and White

Communities Served:

October 4, 1986:

Bloomington
Brooklyn Center
Columbia Heights
Crystal
Edina
Falcon Heights

Fridley
Golden Valley
Hilltop
Minneapolis
New Brighton
New Hope

Richfield
Robbinsdale
Roseville
St. Anthony

January 1, 1987:

Brooklyn Park

Hopkins

Minimum Number of Vehicles: 1 Wheelchair Accessible
16 Non-wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

CareBus

Communities Served:

October 4, 1986:

Golden Valley
Minneapolis

St. Louis Park
St. Paul

January 1, 1987:

Anoka
Blaine
Brooklyn Park
Columbia Heights
Coon Rapids
Crystal

Fridley
Hilltop
Hopkins
Lauderdale
Moundsview
New Brighton

New Hope
Robbinsdale
St. Anthony
Spring Lake Park

Minimum Number of Vehicles: 4 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

City Wide Cab Company

Communities Served:

St. Paul

Minimum Number of Vehicles: 12 Non-wheelchair Accessible

Type of Service: Ambulatory

Last Pickup: 11:00 p.m.

Commuter Express

Communities Served:

October 4, 1986:

Bloomington
Brooklyn Center
Columbia Heights
Crystal
Edina
Falcon Heights
Fridley
Golden Valley

Hilltop
Lauderdale
Little Canada
Maplewood
Minneapolis
New Brighton
New Hope
North St. Paul

Richfield
Robbinsdale
Roseville
St. Anthony
St. Louis Park
St. Paul
South St. Paul
West St. Paul

January 1, 1987:

Anoka
Arden Hills
Blaine
Brooklyn Park
Centerville
Champlin
Circle Pines
Coon Rapids
Deephaven
Eden Prairie
Excelsior
Greenwood

Hopkins
Lexington
Lino Lakes
Maple Grove
Medicine Lake
Minnetonka
Minnetonka Beach
Mound
Moundsview
North Oaks
Osseo
Orono

Plymouth
Shoreview
Shorewood
Spring Lake Park
Spring Park
Tonka Bay
Vadnais Heights
Wayzata
White Bear Lake
Woodland

Minimum Number of Vehicles: 4 Wheelchair Accessible
10 Non-wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

DARTS

Communities Served:

South St. Paul West St. Paul

Minimum Number of Vehicles: 2 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

Diamond Cab Company

Communities Served:

St. Paul

Minimum Number of Vehicles: 8 Non-wheelchair Accessible

Type of Service: Ambulatory

Last Pickup: 11:00 p.m.

Ebenezer Society

Communities Served:

October 4, 1986:

Minneapolis

January 1, 1987:

Minnetonka

Minimum Number of Vehicles: 3 Wheelchair Accessible

Service Type: Ambulatory and Wheelchair

Last Pickup: 6:00 p.m.

Kare Kabs

Communities Served:

Bloomington	Hilltop	Richfield
Brooklyn Center	Lauderdale	Robbinsdale
Columbia Heights	Little Canada	Roseville
Crystal	Maplewood	St. Anthony
Edina	Minneapolis	St. Louis Park
Falcon Heights	New Brighton	St. Paul
Fridley	New Hope	South St. Paul
Golden Valley	North St. Paul	West St. Paul

Minimum Number of Vehicles: 8 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

Metro Ride of Minnesota, Inc.

Communities Served:

Bloomington	Hilltop	Richfield
Brooklyn Center	Lauderdale	Robbinsdale
Columbia Heights	Little Canada	Roseville
Crystal	Maplewood	St. Anthony
Edina	Minneapolis	St. Louis Park
Falcon Heights	New Brighton	St. Paul
Fridley	New Hope	South St. Paul
Golden Valley	North St. Paul	West St. Paul

Minimum Number of Vehicles: 20 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

Midwest Olsen Med-Kab

Communities Served:

October 4, 1986:

Falcon Heights
Golden Valley
Lauderdale
Little Canada
Maplewood

Minneapolis
North St. Paul
Richfield
Robbinsdale
Roseville

St. Louis Park
St. Paul
South St. Paul
West St. Paul

January 1, 1987:

Deephaven
Eden Prairie
Hopkins

Minnetonka
Plymouth
Wayzata

Woodland

Minimum Number of Vehicles: 7 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

Morley Bus Company

Communities Served:

October 4, 1986:

Columbia Heights
Falcon Heights
Fridley
Hilltop
Lauderdale

Little Canada
Maplewood
New Brighton
North St. Paul
Roseville

St. Anthony
St. Paul
South St. Paul
West St. Paul

January 1, 1987:

Anoka
Arden Hills
Blaine
Centerville
Circle Pines

Coon Rapids
Lexington
Lino Lakes
Moundsview
North Oaks

Shoreview
Spring Lake Park
Vadnais Heights
White Bear Lake

Minimum Number of Vehicles: 27 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

North Medical Transportation Services

Communities Served:

October 4, 1986:

Brooklyn Center
Columbia Heights
Crystal

Golden Valley
Minneapolis
New Hope

Robbinsdale
St. Louis Park

January 1, 1987:

Brooklyn Park
Champlin
Maple Grove

Osseo
Orono
Plymouth

Wayzata

Minimum Number of Vehicles: 3 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

Osseo-Brooklyn School Bus Company

Communities Served:

October 4, 1986:

Brooklyn Center
Crystal

New Hope
Robbinsdale

January 1, 1987:

Brooklyn Park
Champlin

Maple Grove
Osseo

Minimum Number of Vehicles: 2 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 6:00 p.m.

Suburban Paratransit

Communities Served:

October 4, 1986:

Bloomington
Brooklyn Center
Crystal
Edina

Golden Valley
Minneapolis
New Hope
Richfield

Robbinsdale
St. Louis Park

January 1, 1987:

Deephaven
Eden Prairie
Hopkins

Minnetonka
Plymouth
Wayzata

Woodland

Minimum Number of Vehicles: 15 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 11:00 p.m.

Transportation Management, Inc.

Communities Served:

October 4, 1986:

Bloomington
Brooklyn Center
Columbia Heights
Crystal
Edina
Falcon Heights
Fridley
Golden Valley

Hilltop
Lauderdale
Little Canada
Maplewood
New Brighton
New Hope
North St. Paul
Richfield

Robbinsdale
Roseville
St. Anthony
St. Louis Park
St. Paul
South St. Paul
West St. Paul

January 1, 1987:

Anoka
Arden Hills
Blaine
Brooklyn Park
Centerville
Champlin
Circle Pines
Coon Rapids
Deephaven
Eden Prairie
Excelsior
Greenwood

Hopkins
Lexington
Lino Lakes
Maple Grove
Medicine Lake
Minnetonka
Minnetonka Beach
Mound
Moundsview
North Oaks
Osseo
Orono

Plymouth
Shoreview
Shorewood
Spring Lake Park
Spring Park
Tonka Bay
Vadnais Heights
Wayzata
White Bear Lake
Woodland

Minimum Number of Vehicles: 14 Non-wheelchair Accessible

Type of Service: Ambulatory

Last Pickup: 11:00 p.m.

Twin City Mobility

Communities Served:

Falcon Heights

Lauderdale

St. Paul

Minimum Number of Vehicles: 5 Wheelchair Accessible

Type of Service: Ambulatory and Wheelchair

Last Pickup: 6:00 p.m.

Yellow Taxi Service Corporation

Communities Served:

October 4, 1986:

Bloomington
Brooklyn Center
Columbia Heights
Crystal
Edina
Falcon Heights
Fridley
Golden Valley

Lauderdale
Little Canada
Maplewood
Minneapolis
New Brighton
New Hope
North St. Paul
Richfield

Robbinsdale
Roseville
St. Anthony
St. Louis Park

January 1, 1987:

Anoka
Arden Hills
Blaine
Brooklyn Park
Centerville
Champlin
Circle Pines
Coon Rapids
Deephaven
Eden Prairie
Excelsior
Greenwood

Hopkins
Lexington
Lino Lakes
Maple Grove
Medicine Lake
Minnetonka
Minnetonka Beach
Mound
Moundsview
North Oaks
Osseo
Orono

Plymouth
Shoreview
Shorewood
Spring Lake Park
Spring Park
Tonka Bay
Vadnais Heights
Wayzata
White Bear Lake
Woodland

Minimum Number of Vehicles: 32 Non-wheelchair Accessible

Type of Service: Ambulatory

Last Pickup: 11:00 p.m.

MER:jmo

Contract No. _____

AGREEMENT FOR
SPECIAL TRANSPORTATION SERVICES

This Agreement entered into this _____ day of _____, 1986, by and between the Regional Transit Board, a public body ("RTB") and _____, a Minnesota _____ ("PROVIDER").

Recitals:

WHEREAS, Minn. Stat. Section 473.386, subd. 1, requires the RTB to implement a project to coordinate special transportation service in the metropolitan area; and

WHEREAS, Minn. Stat. Section 473.386, subd. 2, requires the RTB to contract for services necessary for the project's operation and that all transportation services provided through the project must be provided under a contract between the RTB and the provider which specifies the service to be provided and the rates for providing it; and

WHEREAS, PROVIDER wishes to perform such services and has represented to the RTB that the PROVIDER has the necessary expertise, qualifications and personnel to perform such services; and

WHEREAS, the RTB has authorized its executive director to enter into this Agreement with the PROVIDER;

NOW THEREFORE, based upon the mutual covenants contained herein, the PROVIDER agrees that it will provide the services specified herein upon the terms and conditions set forth hereinafter.

1. Definitions: Unless the context indicates a different meaning, the following terms shall have the following meanings ascribed to them:

(a) RTB: The Regional Transit Board, created pursuant to Minn. Stat. Section 473.371 to Section 473.449.

(b) PROVIDER: _____, a Minnesota _____.

(c) Special Transportation Service ("STS"): Motor vehicle transportation provided on a regular basis by a public or private entity or person, designed to serve handicapped persons, elderly persons, and others with special transportation needs who are unable to use mainline bus service under the Metro Mobility program of the RTB.

(d) MTC: The Metropolitan Transit Commission, created pursuant to Minn. Stat. Section 473.401 et seq.

(e) MMAC: The Metropolitan Mobility Administrative Center operated by the MTC and under contract with the RTB to oversee the daily operation of Special Transportation Services.

(f) User: Any person who the RTB or MMAC has determined is eligible to receive Special Transportation Services.

(g) Vehicle: A motor vehicle used by the PROVIDER to provide Special Transportation Services.

(h) Service Area: The geographic area identified in Paragraph 2(e) from which the PROVIDER shall originate trips of Special Transportation Services.

(i) Metro Mobility Service Area: The geographic area in which STS will be provided as publicly announced by the RTB.

Any other terms shall have the meanings ascribed to them by Minn. Stat. Chs. 473 and 174 and Minn. Rules, Chapter 8840, as amended.

2. Services

PROVIDER shall provide Special Transportation Services to Users who request such service in accordance with the Management Plan attached hereto as Attachment A and as set forth hereinafter:

(a) PROVIDER shall assist Users from the entrance of the building at the pickup location to the Vehicle and from the Vehicle through the first door at the passenger's destination. Assistance shall include support when walking, assistance in getting wheelchairs up and down steps and pushing wheelchairs to and from the building entrance.

(b) Where applicable, PROVIDER shall properly position wheelchairs on the Vehicle's lift or ramp, operate the Vehicle's lift and secure the wheelchair.

(c) PROVIDER'S driver shall, wherever feasible, use entrances accessible to the transported User.

(d) PROVIDER shall have a minimum of _____ wheelchair accessible Vehicles and _____ non-wheelchair accessible Vehicles at all times exclusively for use in providing STS.

(e) PROVIDER agrees to provide Special Transportation Services to Users residing in the following communities from October 4, 1986, through December 31, 1986:

Commencing on January 1, 1987, the following additional communities shall be added to the foregoing (EXPANSION AREA):

These communities, including the EXPANSION AREA, shall constitute the PROVIDER'S Service Area.

(f) PROVIDER shall be available to provide STS with a first pickup at 6:00 a.m. and the last pickup at _____ p.m. on all weekdays and first pickup at 8:00 a.m. and last pickup at _____ p.m. on all weekends and holidays; provided, however, that in the EXPANSION AREA the last pickup on all days shall be 6:00 p.m.

(g) Subject to Paragraph 2 (m) and (n), PROVIDER agrees to provide STS to Users who request that PROVIDER provide such service when and only when the request is made on the day before service is desired, between the hours of 6:00 a.m. and 2:30 p.m. on weekdays and between the hours of 8:00 a.m. and 2:30 p.m. on weekends and holidays.

(h) PROVIDER shall not provide STS for one-way trips that exceed ninety (90) minutes for any one User.

(i) PROVIDER shall not transport more persons in a Vehicle than the Vehicle's normal seating capacity.

(j) Subject to space limitations, PROVIDER shall provide transportation service for up to three (3) guests of a User when accompanied by the transported User.

(k) PROVIDER shall provide all scheduled return trips.

(l) PROVIDERS shall pick up all Users to be transported within ten (10) minutes of the scheduled pickup time.

(m) Upon being notified by telephone or otherwise by either the MMAC or RTB that available funding allocation for all STS for the following day has been exhausted, PROVIDER shall accept no further requests by Users for STS for that following day and shall not perform any service on the following day requested by Users after receipt of said notice.

(n) Notwithstanding the provisions of Paragraph 2 (g) and (m), Users for which MMAC or the RTB have approved a standing request for STS need not comply with Paragraph 2 (g) and are not subject to the limitation contained in Paragraph 2 (m).

(o) PROVIDER may deny a request for STS by a User only in the case of circumstances described in Paragraph 2 (m) or where PROVIDER has insufficient Vehicles to provide the service. In the latter case, PROVIDER shall advise the requesting User of the name and telephone number of at least one other person or entity providing STS to persons in the area in which the requesting User resides. PROVIDER shall keep a record of all denials of requests by Users for STS and submit such record along with PROVIDER'S invoices.

(p) In providing Special Transportation Services, PROVIDER shall comply with all applicable local, state and federal laws, rules, and regulations, including, without limitation, the following:

(1) Minn. Stat. Section 473.386, subd. 6;

(2) If applicable, Minn. Rules Sections 8840.5100-8840.6300, as amended;

(3) If applicable, Minn. Stat. Sections 299A.11 to 299A.18, relating to wheelchair securement devices;

(4) In the case of taxicabs, all applicable municipal regulations and ordinances relating to personnel, equipment, operation, and maintenance; and

(5) Federal and state laws regarding the use of child restraint systems.

(q) Where Minn. Rules Sections 8840.5100 to 8840.6300 are applicable, PROVIDER shall not provide STS without a current annual certificate of compliance issued pursuant to Minn. Stat. Section 174.30, subd. 4. PROVIDER shall provide the RTB with a copy of said certificate prior to commencing services under this Agreement. PROVIDER shall immediately notify the RTB of any revocation, suspension, expiration without renewal, or limitation of said certificate.

(r) PROVIDER is not required to provide service which consists of any trip which terminates outside the Metro Mobility Service Area.

3. Fares. As partial consideration of the STS to be provided hereunder, PROVIDER shall be entitled to collect the following fares:

(a) PROVIDER shall collect a fare of \$1.00 per one-way trip from each transported User and guest.

(b) PROVIDER may collect an additional fare from each transported User and guest for travel over eight (8) miles in an amount not to exceed \$1.00 per mile, or portion thereof.

(c) Notwithstanding (a) and (b) above, the maximum amount which PROVIDER may collect from a transported User or guest shall not exceed \$3.75 per one-way trip.

(d) PROVIDER shall accept either cash or Metro Mobility Commuter Tickets as payment of fares.

(e) PROVIDER shall be reimbursed at 100 percent face value for Metro Mobility Commuter Tickets received for providing STS. Said Tickets shall be submitted to MMAC and shall be paid within thirty (30) days on the same schedule as provided in Paragraph 16 (i).

(f) All fares received by the PROVIDER pursuant to this Paragraph shall be retained as the sole property of the PROVIDER.

(g) Notwithstanding (a) and (b) above, in the case of trips for which Medical Assistance is available, PROVIDER shall not collect any fare, but shall be entitled to any compensation provided by Medical Assistance.

3. Personnel

(a) Any and all employees of the PROVIDER, its subcontractor or other persons while engaged in the performance of any work or services required by the PROVIDER under this agreement shall not be considered employees of the RTB, and any and all claims that may or might arise under the Worker's Compensation Act of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the PROVIDER'S employees, its subcontractors or other persons while so engaged in any of the work or services to be rendered shall in no way be the obligation or responsibility of the RTB.

(b) The PROVIDER and its subcontractors shall use their best efforts to obtain goods and services from small business concerns owned and controlled by women and socially and economically disadvantaged individuals.

(c) PROVIDER and its subcontractors shall be considered as independent contractors and has and retains full control and supervision of the services and full control over the employment and direct compensation and discharge of all persons assisting with performing services under this Agreement.

(d) All drivers of Vehicles providing STS (including taxicab drivers) shall meet the following requirements:

(1) No driver shall operate a vehicle used for providing Metro Mobility service unless that driver:

(i) has visual acuity of 20/40 in each eye corrected and a field of vision of at least 70 degrees in the horizontal meridian of each eye;

(ii) does not have a hearing loss greater than 30 db in the better ear with or without a hearing aid; and

(iii) has no current medical condition which interferes with the ability to drive safely.

(2) Every two years each driver shall obtain, on a form prescribed by the commissioner (of transportation), a physician's statement that the driver has no current medical condition which interferes with his or her ability to drive safely. This shall be obtained prior to employment as a driver of a Metro Mobility vehicle. Employees of facilities which are licensed by the Department of Health or the Department of Public Welfare and required by either of those departments to provide a physician's statement of health on a regular basis may substitute that form or statement for the form required in this section.

(3) Each driver shall be able to perform a vehicle safety inspection and each driver and attendant, in the case of a vehicle which is staffed by a driver and an attendant, shall be able to assist a passenger into the vehicle and operate a wheelchair lift or ramp if the vehicle is equipped with it.

(4) Each driver shall also meet the following criteria:

(i) possess a driver's license which is valid for the type of vehicle which he or she drives;

(ii) be at least 18 years of age and have not less than one year of experience as a licensed driver; and

(iii) have a driving record clear of revocations, suspensions, and cancellations for the past three years except for suspensions which result from unpaid parking tickets.

(5) Each driver and attendant shall successfully complete a first aid or emergency care course of not less than four hours which shall include instruction in the following elements:

(i) treatment of shock;

(ii) control of bleeding;

(iii) airway management;

(iv) prevention and treatment of frostbite and exposure to cold;

(v) prevention and treatment of heat exhaustion and heat stroke;

(vi) identification of sudden illness such as stroke, heart attack, convulsions, fainting, and seizures; and

(vii) appropriate use of emergency medical assistance services.

(6) Each driver and attendant who transports Users shall complete a minimum of eight hours training in the techniques of transporting and assisting elderly and physically handicapped Users which shall include instruction in the following elements:

(i) discussion of characteristics of the aging process and major disabling conditions;

(ii) discussion of common assistive devices used by elderly and handicapped persons;

(iii) discussion of attitudes toward elderly and handicapped persons which includes the participation of handicapped and elderly persons;

(iv) instruction in methods of handling wheelchairs;

(v) instruction in moving, lifting, and transferring passengers;

(vi) guidelines for transporting handicapped persons; and

(vii) instruction in the operation of lifts, ramps and wheelchair securement devices if the vehicle to be operated is equipped with them.

(7) Each driver and attendant shall receive instruction in the use of the fire extinguisher.

(8) A driver or attendant employed by the PROVIDER prior to the effective date of this contract who has not completed training shall do so within 90 days of the effective date of this contract. Copies of certificates indicating successful completion of courses must be maintained in the PROVIDER'S files.

(9) Each driver and attendant must successfully complete a refresher first aid or emergency care course every three years. The refresher course shall include instructions in the elements listed in item 5.

4. Role of MMAC

(a) The MMAC will serve as an agent of the RTB and shall be responsible for overseeing the daily operations of the Metro Mobility program.

(b) Responsibilities of the MMAC will include certification of Metro Mobility riders, reimbursement of providers, monitoring provider performance, addressing rider concerns, daily supervision of the program, allocation of daily ridership and maintenance of computer system.

(c) The MMAC shall be responsible for determining the mileage of STS trips, which determination shall be final and binding on PROVIDER.

(d) The MMAC shall have the power and authority to recommend disciplinary action to the RTB regarding the delivery of Metro Mobility service by the PROVIDER.

(e) The MMAC shall supply the PROVIDER with a keyboard, monitor and modem for purposes of communication with the Metro Mobility computer at the MMAC. Said equipment shall remain the property of the MMAC. PROVIDER shall be responsible for all costs associated with maintenance of the keyboard, monitor and modem not covered by applicable warranty. PROVIDER shall also be responsible for all costs associated with the telephone lines necessary to communicate with the Metro Mobility computer.

(f) PROVIDER shall be responsible for replacing the keyboard, monitor and modem in the event the equipment is misused or abused by the PROVIDER or any of its employees or agents.

6. Marketing

(a) All marketing and/or advertising efforts undertaken by the PROVIDER related to STS shall receive prior written approval by the RTB.

(b) Any use of the words "Metro Mobility" will not be permitted without prior written approval by the RTB.

7. Operation, Maintenance and Housing

The PROVIDER and its subcontractors shall operate and maintain the Vehicles and related equipment and service in compliance with administrative regulations that may be promulgated by the RTB and all lawful orders, rules and regulations of properly constituted authorities governing the operation of service and in a manner reasonably suitable for the transportation of persons. In addition, the PROVIDER and its subcontractors shall furnish all fuel, oil, lubricants, supplies, and accessories necessary for the operation of said Vehicles and shall undertake their repair and maintenance to keep them in good and sound operating condition. The PROVIDER and its subcontractors shall provide for the inspections and cleaning of all Vehicles necessary and suitable for their

maintenance and for the comfort and safety of the passengers. The PROVIDER and its subcontractors shall supply storage and housing of all Vehicles, parts, and supplies to be furnished or used by it in connection with the furnishing of the service under this Agreement.

8. Licenses and Taxes

The PROVIDER and its subcontractors shall procure and keep current any and all licenses, permits or certificates which are or may be required by properly constituted authorities for the performance of the service. Furthermore, the provider and its subcontractors shall be responsible for all taxes assessed on property owned by it, including storage facilities and Vehicles, to be used in connection with the furnishing of the service.

9. Insurance

PROVIDER (even if all its Vehicles consist of taxicabs) shall have in effect an insurance plan which provides the minimum coverage identified in Minn. Rules Section 8840.6000, Subpart 1. At least three (3) days prior to commencing service hereunder, PROVIDER shall furnish to the RTB a certificate of insurance from an insurer licensed in Minnesota and acceptable to the RTB showing such minimum coverage and naming the RTB and the MTC as additional insureds. Said insurance shall provide for 30 days prior written notice to the RTB of any cancellation, termination or change in said policy.

10. Indemnity

(a) The PROVIDER and its subcontractors shall indemnify and save harmless the RTB and the MTC from and against any and all claims or demands including all costs of defense of every nature on account of injury to or death of persons or damage to or loss of property, caused by or resulting in any manner from any acts or omissions of the PROVIDER, its subcontractors, agents, or employees, and its subcontractors, in performing or failing to perform any of the services, duties or operations to be performed by the PROVIDER whether under this agreement or otherwise.

(b) The PROVIDER and its subcontractors shall also indemnify and hold harmless the RTB and the MTC against risk or loss of all kinds including all costs of defense through injury to the PROVIDER'S employees, and its subcontractors and volunteers, while in the course and scope of their employment under this agreement.

11. Reports, Records and Documentation

(a) The PROVIDER shall maintain all records pertaining to STS under this Agreement for a period of three (3) years from date of final payment. If any litigation, claim or adverse finding exists, the records shall be retained until final disposition thereof has been resolved.

(b) The PROVIDER, upon request, will furnish to the RTB copies of all reports required by law or regulation to be furnished to the RTB or any other governmental body or authority having legal jurisdiction over operational matters of the PROVIDER.

(c) The PROVIDER shall, at the end of the term of this agreement, turn over in a timely fashion any and all records that are requested and deemed to be appropriate by the RTB.

(d) The PROVIDER agrees to provide additional information as may be required by the RTB or the MMAC.

(e) The PROVIDER agrees to have a representative in attendance at the regular meetings for the STS providers.

12. Conditions, Limitations and Restrictions

(a) The PROVIDER shall not be required to furnish the service or any portion thereof in the event of its inability to do so by virtue of any concerted refusal of its employees to work or any strike of any kind or character of its or its subcontractors, including a so-called wild-cat strike or slowdown or stoppage; any riot, civil strike, or disturbances; closing of streets, roads, routes, or bridges; inclement weather; destruction of any means or methods of any of its property necessary for the performance of this agreement; flood, fire or any other cause beyond its control.

(b) The services of the PROVIDER to be performed in this agreement shall not be assigned or transferred or subcontracted out unless written authority to do so is granted by the RTB. This written consent shall in no way relieve the PROVIDER from its primary responsibility for performance of the work. The RTB reserves the right to review said contracts between the PROVIDER and third parties.

(c) The RTB shall not be responsible for any loss or damage sustained or claimed to be sustained by the PROVIDER or its subcontractors through the failure of the PROVIDER or its subcontractors to maintain at all times a timely operating schedule.

(d) The failure of the RTB at any time to insist upon a strict performance of any of the terms, conditions and covenants contained within this agreement shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants contained within this agreement.

13. Prohibited Interests

(a) No member, officer, employee or agent of the RTB during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement, or the proceeds thereof.

(b) The PROVIDER shall not offer or provide gifts, favors, nor any other gratuities of more than nominal value to any official, employee, or agent of the RTB during the period of this contract nor for a period of one year thereafter.

14. Conflict of Interest

(a) The PROVIDER represents that it presently has no interest and agrees that it shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROVIDER further agrees that in the performance of the agreement, no person having any such interest shall be employed.

(b) The PROVIDER shall disclose to the RTB any contract, agreement or understanding that the PROVIDER has as of the date of submission of the agreement, or in the future may have, with any entity or individual which in the PROVIDER'S reasonable opinion may represent a conflict of interest in the performance of the PROVIDER'S performance of its duties for the RTB and if the RTB determines that there is in fact a conflict, then the PROVIDER shall forthwith resign from such conflicting contract, agreement or understanding, in which event the agreement shall remain in full force and effect. In the event the PROVIDER does not so resign, then the RTB shall have the option of terminating the agreement forthwith.

15. Inspections

(a) The RTB shall have the right and shall be at liberty to monitor and inspect, in regular business hours, with the PROVIDER'S cooperation, all elements of the system under this Agreement.

(b) The PROVIDER and its subcontractors shall keep full and complete books of account under generally accepted accounting principles reflecting its operations pursuant to this agreement. The PROVIDER further agrees to permit the RTB or its designee to inspect, copy or audit its accounts or its subcontractor, records and business documents at any time during regular business hours, as they may relate to the STS.

(c) The PROVIDER shall provide full and competent technical services to handle and correct any and all problems associated with the operation of the system.

16. Operating Subsidy. As additional consideration for the services to be provided, RTB shall make payments to PROVIDER as follows:

(a) Payments shall be made for each one-way trip (whether out-going or returning) made by PROVIDER which transports a User. No payment shall be made under this Paragraph for guests of Users. No payment shall be made under this Paragraph for any trip which is in violation of any provision of this Agreement, including, without limitation, Paragraph 2(a), (b), (c), (h), (k), (l), (m), (p), and (q).

(b) Payment to the PROVIDER will be only for STS trips provided from the PROVIDER'S Service Area and any scheduled return trips, provided said return trips originate from the Metro Mobility Service Area.

(c) RTB shall pay to the PROVIDER \$5.50 for each one-way ambulatory trip provided to a User and \$11.50 for each one-way wheelchair trip provided to a User. No adjustment shall be made due to the distance of the trip.

(d) No payment will be made to PROVIDER for trip requests that result in no-shows or cancellations.

(e) Only those trips recorded on the computer at the MMAC will be subject to payment.

(f) Determination of the applicability of the wheelchair or ambulatory payment rate shall be based on the two number prefix of each Metro Mobility user's certification number.

Certification numbers with the following prefixes shall be defined as ambulatory riders and will be reimbursed at the rate of \$5.50 per one-way trip; 33, 34, 35, 36 and 38.

Certification numbers with the following prefixes shall be defined as wheelchair riders and will be reimbursed at the rate of \$11.50 per one-way trip; 21, 22, 23, 24, 31 and 32.

The identification of the foregoing certification numbers is attached hereto as Attachment B.

(g) PROVIDER requests for payment shall be submitted on the Metro Mobility daily invoice supplied by the MMAC and included here as Attachment C. The Metro Mobility daily invoice shall list, by rider's certification number, each ambulatory trip provided, each wheelchair trip provided, each no-show and each cancellation. Additionally, the PROVIDER shall provide a listing of each trip denied due to the PROVIDER'S inadequate capacity on the form provided by the Metro Mobility Administrative Center and included here as Attachment D.

(h) Requests for payment shall be submitted by the PROVIDER to:

Metro Mobility Administrative Center
570 Sixth Avenue North
Minneapolis, Minnesota 55411-4398

(i) The MMAC will process all completed Metro Mobility daily invoices twice each month.

All completed invoices received at the MMAC by the first day of each month will be processed and payment made within thirty (30) days thereafter.

All completed invoices received at the MMAC by the fifteenth day of each month will be processed and payment made within thirty (30) days thereafter.

(j) Requests for payment of STS trips will only be honored for those trips taken within ninety (90) days from the date of submitting the Metro Mobility daily invoice to the MMAC.

(k) Three percent (3%) of the first eight (8) payments to the PROVIDER shall be withheld pending a final audit by the RTB, which audit shall be completed in a reasonable time thereafter.

17. Equal Employment Opportunity

In connection with the execution of this Agreement, the PROVIDER agrees that it shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. PROVIDER will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections for training, including apprenticeship.

18. Management Assistance and Cooperation

The PROVIDER agrees that major problems and occurrences will be reported to the RTB. Promotion, service changes and other significant changes to the Management Plan (Attachment A) by the PROVIDER, whether proposed by the PROVIDER or the RTB, shall be made only with prior consultation between the PROVIDER and the RTB. The PROVIDER specifically agrees to assist the RTB in any matters which, in the discretion of the RTB, are in the interest of improving the service by way of survey, public notice, publicity, or public education.

19. Termination and Suspension

(a) In the event that PROVIDER fails to comply with any provision of this Agreement, RTB may either (1) immediately terminate this Agreement by providing written notice thereof to PROVIDER, or (2) immediately suspend PROVIDER'S right to provide services, collect fares, and receive payment under this Agreement for a period not to exceed thirty (30) days. The RTB election to suspend the PROVIDER'S rights under (2) shall not impair the

RTB's right to immediately terminate PROVIDER under (1). Upon termination under (1), the RTB reserves all rights to other remedies allowed by law, including curtailing of future funds to the PROVIDER.

(b) Upon thirty (30) days written notice by the RTB to PROVIDER or upon ninety (90) days written notice by PROVIDER to RTB, this agreement may be terminated and cancelled without cause and all obligations contained in this agreement shall cease upon the expiration of said notice period.

20. Notice

Notice by certified mail shall be deemed to have been given on the day of mailing using the addresses contained on the contract agreement.

21. Reservation of Rights

Nothing in this agreement shall modify, waive, restrict, abrogate or limit the powers of the RTB conferred by law or regulation.

22. Arbitration

Any dispute under this agreement shall be submitted to binding arbitration in the City of St. Paul, Minnesota, within thirty (30) days of written notification by either party. Arbitration shall take place under the rules of the American Arbitration Association, provided that there be only one arbitrator.

23. Term

Unless terminated earlier as provided in paragraph 19, the term of this Agreement shall be from October 4, 1986, to December 31, 1987.

24. Prior Agreements. This Agreement supercedes any prior written or oral agreement between the parties or any agreement for the provision of STS between PROVIDER and the Minnesota Department of Transportation, whose obligations may have been assumed by the RTB, and neither the PROVIDER nor the RTB shall have any further obligations under said agreements for services provided on or after October 4, 1986.

IN WITNESS WHEREOF, the parties signed below have caused this agreement to be executed as of the date first indicated above.

REGIONAL TRANSIT BOARD

By Its Executive Director
270 Metro Square Building
St. Paul, Minnesota 55101

Its

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

DATE: September 29, 1986
TO: Regional Transit Board
SUBJECT: Recommendation for Appointment of Executive Director



I am recommending Greg Andrews for appointment to the position of executive director of the Regional Transit Board, effective October 1, 1986.

I am recommending he be hired with an initial salary of \$56,000 with a six-month probationary review. I am also recommending a \$2,000 salary, to \$58,000, upon a completed positive review at the end of six months. Thereafter, salary consideration will be on a regular and normal basis just as all agency employees are now considered.

Elliott Perovich