



TRANSPORTATION COMMITTEE AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Thursday, October 26, 2023 @ 2:30 PM

The public is invited to attend these meetings in person

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

2. **Roll Call**

___ N. Bertram ___ J. Czczok ___ M. Koep
___ J. Lambert ___ L. Nebel ___ D. Stenberg

3. **Approval Of Agenda**

4. **Approval Of Minutes**

A. **7.20.2023 TAC Minutes**

5. **Financial Reports**

A. **Present Transit Revenue and Expenditure Report**

B. **Present Transit Operating Statistics**

6. **Unfinished Business**

7. **New Business**

A. **Present Comprehensive Review Results**

B. **Approve Operating Policy Updates**

C. **Discuss Crow Wing County Fuel Sales Agreement**

D. **Approve Draft Cooperative Agreements with Crow Wing County and Baxter**

E. **Approve Changes to St. Francis Student Service**

F. **Approve 2024 Capital Bus Purchase**

8. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Committee -
Time limits may be imposed

9. **Staff Reports**

A. **Staff Update Memo**

10. **Committee Member Reports**

11. **Adjourn**

Visit the Transit Website at www.ci.brainerd.mn.us/transit

MISSION

*"It is the Mission of the Brainerd & Crow Wing County Public Transit agency
to facilitate mobility by providing options for safe, efficient and reliable transportation"*

TRANSPORTATION ADVISORY COMMITTEE
Thursday, July 20, 2023, 2:30 p.m.
City Hall Council Chambers

Pursuant to due call and notice thereof, the regular meeting of the Transportation Advisory Committee was called to order at 2:30 p.m.

Upon roll call, the following members were noted as present: Czczok, Lambert, Nebel and Stenberg. Also noted present were Transit Coordinator Gauthier, City Administrator Bergman, and City Engineer Dehn.

Chair member Bertram joined the meeting at 2:55 PM and was noted present at that time.

Approval of Agenda

MOVED AND SECONDED BY COMMITTEE MEMBERS CZECZOK AND LAMBERT, DULY CARRIED, TO APPROVE THE AGENDA.

Approval of Minutes for the meeting held on April 20, 2023

MOVED AND SECONDED BY COMMITTEE MEMBERS CZECZOK AND LAMBERT, DULY CARRIED, TO APPROVE THE MINUTES OF THE APRIL 20, 2023, TAC MEETING.

Financial Reports

City Engineer, Dehn reviewed the financial reports included in the agenda packet. Coordinator Gauthier reviewed the Operating / Ridership stats from 2022 to 2023, indicating slight decrease in ridership numbers, however, reflecting a positive slight change in revenue due to the fare increases. Discussion took place regarding ridership numbers and adjustments to fare prices between TAC board members and Staff.

Unfinished Business

Transit Changes Update Memo

Updates were presented on previously recommended changes to the Transit program. Dehn presented that Pine River elected to discontinue their transit services due to the untenable increase in fares needed to offer this service to the area.

County routes convert to a twice – daily services from Crosby and Pequot Lakes to Brainerd. This allows St. Francis students to utilize public transportation. Productive Alternatives also uses these services to bring people from these communities to their employment, as well as the general public. All service fare revision updates were reviewed and discussed. Discussion around pick up and drop off locations for County services.

Public Forum

The Chair opened the public forum at 2:59 p.m.

No one came forward.

The Chair closed the public forum at 3:00 p.m.

Staff Reports

Transit Coordinator, Gauthier discussed her updates and highlighted the following: meeting with AECOM Consultants, Blue Sky Transit issues with manager staffing, preparing application for the 2024 OTAT operating grant as well preparing for the comprehensive review/audit that is scheduled for August.

Committee Member Comments/Questions

Member Czczok asked about transit bus accidents that occurred earlier within the month. There were no injuries reported, and buses are anticipated to be repairable, per Gauthier's reporting. Dehn confirmed that the bus drivers in both instances had right – of – way.

Adjourn

MOTION AND SECONDED BY COMMITTEE MEMBERS LAMBERT AND NEBEL, DULY CARRIED, TO ADJOURN THE MEETING AT 3:21 P.M.



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Present Transit Revenue and Expenditure Report

AGENDA:

ACTION REQUESTED: Information Only

SUBMITTED BY: Crystal Gauthier, Transit
Coordinator

DEPARTMENT: Transit

PRESENTER: Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Transit Revenue and Expenditure through September 2023

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached are the transit revenue and expenditure through September 2023 as well as reserve account balance.

RECOMMENDED ACTION/MOTION: Information Only

FINANCIAL IMPACT: None

10/17/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF BRAINERD
 PERIOD ENDING 09/30/2023

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	% BDGT USED
		2023 AMENDED BUDGET	MONTH 09/30/2023 INCREASE (DECREASE)	09/30/2023 NORMAL (ABNORMAL)	
Fund 203 - TRANSIT FUND					
Function: Unclassified					
Dept 0000					
Revenues					
FEDERAL GRANTS					
203-0000-33100	FEDERAL GRANTS-OPERATING	634,950.00	157,822.52	398,828.60	62.81
203-0000-33101	FEDERAL GRANTS-CAPITAL	94,044.00	0.00	0.00	0.00
FEDERAL GRANTS		728,994.00	157,822.52	398,828.60	54.71
STATE GRANTS & AIDS					
203-0000-33422	STATE GRANTS - OPERATING	710,345.00	0.00	532,758.75	75.00
203-0000-33423	STATE GRANT - CAPITAL	11,756.00	0.00	0.00	0.00
STATE GRANTS & AIDS		722,101.00	0.00	532,758.75	73.78
CHARGES FOR SERVICES					
203-0000-34910	BUS REVENUE	146,250.00	4,184.85	34,422.84	23.54
203-0000-34920	COUNTER SALES	0.00	3,210.00	27,824.25	100.00
203-0000-34930	INVOICE BILLING	7,680.00	12,697.00	32,687.50	425.62
CHARGES FOR SERVICES		153,930.00	20,091.85	94,934.59	61.67
OTHER REVENUE					
203-0000-36210	INTEREST INCOME	5,000.00	0.00	2,580.67	51.61
OTHER REVENUE		5,000.00	0.00	2,580.67	51.61
TOTAL REVENUES		1,610,025.00	177,914.37	1,029,102.61	63.92
Net - Dept 0000		1,610,025.00	177,914.37	1,029,102.61	
Dept 9000 - TRANSIT FUND					
Expenditures					
PERSONNEL SERVICES					
203-9000-41101	SALARY	94,344.90	6,985.41	64,216.31	68.07
203-9000-41121	PERA	7,075.86	520.90	4,799.30	67.83
203-9000-41122	FICA	6,146.98	450.71	4,125.68	67.12
203-9000-41123	MEDICARE	1,437.60	105.42	964.89	67.12
203-9000-41131	HEALTH INSURANCE	10,467.64	639.53	6,181.33	59.05
203-9000-41133	LIFE INSURANCE	99.68	7.78	70.11	70.34
203-9000-41134	LTD INSURANCE	141.52	22.14	121.50	85.85
203-9000-41150	WORKERS COMP	573.49	135.32	500.00	87.19
PERSONNEL SERVICES		120,287.67	8,867.21	80,979.12	67.32
SUPPLIES					
203-9000-42200	OFFICE SUPPLIES	3,300.00	0.00	929.10	28.15
203-9000-42210	OPERATING SUPPLIES	0.00	755.90	755.90	100.00
203-9000-42212	MOTOR FUELS	142,806.00	5,115.32	63,075.06	44.17
SUPPLIES		146,106.00	5,871.22	64,760.06	44.32
SERVICES					
203-9000-43300	PROFESSIONAL SERVICES	2,000.00	0.00	0.00	0.00
203-9000-43309	COMPUTER TECHNICAL SUPPORT	26,933.00	63.09	30,648.69	113.80
203-9000-43321	TELEPHONE	0.00	49.66	357.47	100.00
203-9000-43322	POSTAGE	0.00	69.15	278.16	100.00
203-9000-43330	PROFESSIONAL DEVELOPMENT	2,330.00	0.00	0.00	0.00
203-9000-43340	ADVERTISING/MARKETING	6,100.00	0.00	599.00	9.82
203-9000-43350	PRINTING/LEGAL PUBLICATION	1,400.00	103.70	436.21	31.16
203-9000-43361	INS - GENERAL LIABILITY	1,742.71	0.00	1,504.15	86.31

203-9000-43363	INS - AUTO	9.38	0.00	8.25	87.95
203-9000-43365	INS - OTHER	315.00	0.00	60.65	19.25
203-9000-43401	VEHICLE REPAIRS	110,035.00	0.00	64,099.65	58.25
203-9000-43410	RENTAL EXPENSE	12,816.00	660.00	10,836.00	84.55
203-9000-43430	MISCELLANEOUS	1,550.00	0.00	25.00	1.61
203-9000-43433	DUES & SUBSCRIPTIONS	1,840.00	0.00	830.00	45.11
203-9000-43440	TRANSIT SERVICE CONTRACT PY	1,127,717.00	0.00	636,979.29	56.48
203-9000-44432	UNREIMURSEABLE EXPENSE	0.00	(60.00)	(60.00)	100.00
SERVICES		1,294,788.09	885.60	746,602.52	57.66
CAPITAL OUTLAY					
203-9000-45550	CAPITAL - VEHICLES	117,555.00	0.00	0.00	0.00
CAPITAL OUTLAY		117,555.00	0.00	0.00	0.00
TOTAL EXPENDITURES					
		1,678,736.76	15,624.03	892,341.70	53.16
Net - Dept 9000 - TRANSIT FUND					
		(1,678,736.76)	(15,624.03)	(892,341.70)	
Total - Function Unclassified					
		(68,711.76)	162,290.34	136,760.91	199.04
TOTAL REVENUES					
		1,610,025.00	177,914.37	1,029,102.61	63.92
TOTAL EXPENDITURES					
		1,678,736.76	15,624.03	892,341.70	53.16
NET OF REVENUES & EXPENDITURES					
		(68,711.76)	162,290.34	136,760.91	199.04

MnDOT Reverse Balance as of 12/31/2022 \$ **62,843**



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Present Transit Operating Statistics

AGENDA:

ACTION REQUESTED: Information Only

SUBMITTED BY: Crystal Gauthier, Transit
Coordinator

DEPARTMENT: Transit

PRESENTER: Crystal Gauthier, Transit Coordinator **ESTIMATED TIME (MIN):** 5 minutes

SUMMARY OF ISSUE: Operating Statistics for September 2023 and September 2022. As well as operating statistics for January through September 2022 and January through September 2023.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached are the transit operating statistics covering 2022 and 2023 to date.

RECOMMENDED ACTION/MOTION: Information Only

FINANCIAL IMPACT: None



Operating Statistics - Brainerd

For Time Period: 9/1/2023 - 9/30/2023

Printed: 10/11/2023 13:36:09

	Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancel	New Customer	Revenue
	Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/Service Hour	Service Miles/Service Hour	Passengers/Service Miles
9/1/2023-9/30/2023	20 1,148.93	2,733 1,054.30	38 94.63	44 13,866	72 12,368	2,815 1,498	701 2.45	30 12.07	\$ 10,739.50 0.20
August 2023	23 1,304.85	2,962 1,242.97	45 61.88	683 16,775	86 16,124	3,690 651	607 2.83	30 12.86	\$ 15,744.00 0.22
September 2023	20 1,148.93	2,733 1,054.30	38 94.63	44 13,866	72 12,368	2,815 1,498	701 2.45	30 12.07	\$ 10,739.50 0.20



Operating Statistics - Brainerd

For Time Period: 9/1/2022 - 9/30/2022

Printed: 10/11/2023 13:34:45

	Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancel	New Customer	Revenue
	Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/Service Hour	Service Miles/Service Hour	Passengers/Service Miles
9/1/2022-9/30/2022	21 1,384.37	4,365 1,312.40	50 71.97	93 19,839	319 19,385	4,508 454	834 3.26	49 14.33	\$ 12,777.50 0.23
August 2022	23 1,455.52	4,039 1,364.57	71 90.95	504 19,419	111 18,981	4,614 438	651 3.17	39 13.34	\$ 12,922.00 0.24
September 2022	21 1,384.37	4,365 1,312.40	50 71.97	93 19,839	319 19,385	4,508 454	834 3.26	49 14.33	\$ 12,777.50 0.23



Operating Statistics - Brainerd

For Time Period: 1/1/2023 - 9/30/2023

Printed: 10/19/2023 8:32:32

	Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancel	New Customer	Revenue
	Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/Service Hour	Service Miles/Service Hour	Passengers/Service Miles
1/1/2023-9/30/2023	191 11,808.20	33,930 11,140.87	340 667.33	2,979 163,114	786 157,450	37,249 5,664	8,540 3.15	339 13.81	\$ 119,541.50 0.23
August 2023	23 1,304.85	2,962 1,242.97	45 61.88	683 16,775	86 16,124	3,690 651	607 2.83	30 12.86	\$ 15,744.00 0.22
September 2023	20 1,148.93	2,733 1,054.30	38 94.63	44 13,866	72 12,368	2,815 1,498	701 2.45	30 12.07	\$ 10,739.50 0.20



Operating Statistics - Brainerd

For Time Period: 1/1/2022 - 9/30/2022

Printed: 10/19/2023 8:33:29

	Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancel	New Customer	Revenue
	Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/Service Hour	Service Miles/Service Hour	Passengers/Service Miles
1/1/2022-9/30/2022	192 12,339.05	37,522 11,221.85	458 1,117.20	2,030 168,905	2,193 160,743	40,010 8,162	6,327 3.24	336 13.69	\$ 107,968.25 0.24
August 2022	23 1,455.52	4,039 1,364.57	71 90.95	504 19,419	111 18,981	4,614 438	651 3.17	39 13.34	\$ 12,922.00 0.24
September 2022	21 1,384.37	4,365 1,312.40	50 71.97	93 19,839	319 19,385	4,508 454	834 3.26	49 14.33	\$ 12,777.50 0.23



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Present Comprehensive Review Results

AGENDA:

ACTION REQUESTED: Information Only

SUBMITTED BY: Crystal Gauthier, Transit
Coordinator

DEPARTMENT: Transit

PRESENTER: Crystal Gauthier, Transit Coordinator **ESTIMATED TIME (MIN):** 10 Minutes

SUMMARY OF ISSUE: Presentation of Brainerd & Crow Wing Public Transit 2023 Comprehensive Program Review findings.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Results of the study will require Transit policy updates, and printing of new materials. Progress update on the required changes from the comprehensive review will be presented at the next quarterly TAC meeting.

RECOMMENDED ACTION/MOTION: Information Only

FINANCIAL IMPACT: None

City of Brainerd – Brainerd & Crow Wing Public Transit 2023 Comprehensive Program Review

Review Dates: August 23-24, 2023

Exit Conference: August 24, 2023

Program Management

No deficiencies found.

Financial Management

1. Deficiency: The City's financial policies and procedures are missing written procedures for evaluating allowability of costs as required by 2 CFR 200.302(b)(7) and 200.405. A template model policy can be provided.
2. Advisory Recommendation: The farebox revenue accounting and reconciliation process includes a process where an individual from Accounts Payable receives the farebox vault and transfers the fares to a locked drawer in the presence of the driver. The fares are then counted by another staff position in the office, but not directly overseen by another staff member. The Transit Coordinator reconciles the results of the accounting against the trip manifests afterward. This process has not been reflected in the current farebox revenue procedure. It is recommended to update the farebox revenue and deposit policy to accurately state how the City receives and accounts for fares with two people observing the accounting process and to update the management report in BlackCat.

Subrecipient proposed implementation timeline: TBD

3. Advisory Recommendation: The City has two credit cards that are made available to staff members to sign out as needed, with oversight from the Finance Director. However, there is not currently a written credit card use policy that was provided as part of the review. It is recommended that Brainerd develop a credit card use policy for the city staff.

Subrecipient proposed implementation timeline: TBD

4. Advisory Recommendation: The Cost Allocation Plan (CAP) was previously updated and reviewed by MnDOT in 2022. Since that time, there have been changes to how various city staff provide assistance to the Transit Department including work contributions from the IT and Finance departments. It is recommended that Brainerd update its CAP to accurately reflect the indirect cost contributions made from these departments.

Subrecipient proposed implementation timeline: TBD

Award/Program Management and Reporting

No deficiencies found.

Transit Asset Management (TAM)

No deficiencies found.

Use and Maintenance of Equipment and Facilities

5. Deficiency: The Vehicle Maintenance Policies and Procedures included some lift maintenance work for the 500 series vehicle. However, the policies did not include any other information on how Brainerd maintains the 400 series vehicle lifts and other accessibility features, such as securement straps. The policies and procedures must be revised to include these procedures.
6. Deficiency: Analysis of the maintenance records provided for the vehicle IDs 155, 172, and 181 yielded an on-time or early preventive maintenance (PM) performance rate of 0%. This is well below the FTA standard of 80% on-time performance minimum and a concern for the maintenance of the vehicles. Brainerd must pay much closer attention to attaining on-time PM events and procedures for remedying this performance rate will be required.
7. Advisory Recommendation: The Vehicle Maintenance Policies and Procedures did not include a written description on how the agency pursues warranty claims. A process was described by the Transportation Coordinator how she monitors warranty issues and claims via the maintenance log, but this process was not written down. It is recommended that this current practice be written down in the Vehicle Maintenance Policies and Procedures in order to further detail the process for pursuing and tracking warranty claims.

Subrecipient proposed implementation timeline: TBD

Procurement

8. Deficiency: The City of Brainerd Procurement Policy does not have any bid protest procedures to be used in the event that Brainerd would conduct a formal procurement. It is recommended that Brainerd adopt an FTA-funded Procurement Policy template to be provided by MnDOT in the near future.
9. Deficiency: In the course of the current contract with Blue Earth Blue Sky, the contractor has failed to perform with the terms of the contract in regard to on-time preventive maintenance performance and providing written operating procedures required by the contract. The City of Brainerd should issue a notice to cure to the contractor to resolve the nonperformance issues with the service.

Transit Operations

No deficiencies found.

Disadvantaged Business Enterprise (DBE)

No deficiencies found.

ADA – General

10. Deficiency: Brainerd did not have an established ADA complaint procedure and the city’s website does not sufficiently advertise the means by which a member of the public can make an ADA complaint. This process must be advertised and contact information for who the complaint is made to (i.e.: the ADA coordinator”) must be provided.
11. Deficiency: Brainerd did not have an established reasonable modification policy and the city’s website does not notify the public that reasonable modifications are available. Please add a statement that “Reasonable modifications are available upon request”. Note that while these requests should be made in advance if practicable, operators should be trained to make such modifications on the spot if needed. It is not necessary for a passenger to use the term “reasonable modification”.
12. Deficiency: The website does not notify the public of the availability of information in alternative accessible formats, such as braille or large print. Please add a statement that a passenger may request information in alternative accessible formats if needed.
13. Deficiency: The current Passenger Conduct and Responsibility policy states that service may be denied for intoxication, appearance of disorderly behavior prior to boarding, and/or personal hygiene. These areas typically do not rise to the level of refusal to transport a passenger. Transportation can only be refused/denied when a passenger exhibits behavior that is violent, illegal, or seriously disruptive to the transportation service.
14. Deficiency: The Operating Policy includes coverage for areas addressing Personnel Care Attendants (PCAs), mobility aids, and wheelchair securement. These policies need slight adjustments in order to be fully compliant.
 - a. The PCA policy can only require a passenger to have a PCA on board the vehicle when the only other option would result in a denial of service to the passenger.
 - b. A passenger can be requested to move to a fixed seat, but cannot be required to move to a fixed seat in the event that the mobility device cannot be secured to the satisfaction of the driver.
 - c. The Use of Wheelchair Lift and Securement policy must all passengers the decision to board the lift facing the vehicle or facing away from the vehicle.
15. Advisory Recommendation: The no-show policy in the Operating Policy document states that an individual can be suspended from service for 30 days after three no-shows are recorded in a 90-day period from the date of the first no-show. FTA has determined that a passenger can be suspended for a reasonable amount of time if they have engaged in a pattern or practice of no-shows. It is recommended that Brainerd adopt a formula that takes into account a rider’s frequency of trips. For example: a no-show violation exists when a rider has scheduled at least 5 trips in a 30-day period, no showed at least 2 trips, and the no shows constitute 25% or more of reserved trips.

Subrecipient proposed implementation timeline: TBD days

ADA – Complementary Paratransit

Not applicable as Brainerd does not operate fixed-route transit service.

Title VI

16. Advisory Recommendation: Review of the Title VI Plan included all required elements. The following items are recommended to ensure the Title VI Plan is accurate:
- a. Brainerd should choose either **10** or **15** days for Title VI complainants to provide additional information to the investigator because providing two different timeframes could be confusing to the public.
 - b. Brainerd’s chart of Title VI investigations, complaints, and lawsuits should show investigations, complaints, and lawsuits filed since the last time Brainerd submitted its Title VI plan, not future projections. Brainerd should show this data for the past years (2019-2021) since its last Title VI plan submission.
 - c. The Title VI notice to the public should be posted in the vehicles and City Hall.

Subrecipient proposed implementation timeline: TBD

EEO

No deficiencies found.

Charter Bus

17. Deficiency: The Operating Policy document includes the option for group trip transportation for various purposes. This type of transportation typically is considered charter service and the service must be discontinued and the option for group trips must be removed from the policy.

School Bus

18. Deficiency: The service provided to St. Francis of the Lakes Catholic School currently under the Memorandum of Understanding is not compliant with FTA’s school bus regulations. MnDOT will work closely with Brainerd to resolve this service issue and ensure transportation can still be provided.

MnDOT State Requirements

No deficiencies found.



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Approve Operating Policy Updates

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Crystal Gauthier, Transit
Coordinator

DEPARTMENT: Transit

PRESENTER: Crystal Gauthier, Transit Coordinator **ESTIMATED TIME (MIN):** 5

SUMMARY OF ISSUE: Update Advance Notice policy and Subscription Trips/ Standing Orders policy.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Per the comprehensive review results, the auditors found that transit policies 2.2.2 Advance Notice, and 2.2.8 Subscription Trips/ Standing Orders required updating for best practices.

2.2.2 Advance Notice: Dial-A-Ride trips can be scheduled ~~up to 45 days in advance~~ *in advance and can run until canceled by the rider.*

Comprehensive review results found that allowing trips to be scheduled only up to 45 days in advance was too restrictive and recommended for best practice to remove the restriction and replace it with a non-restrictive timeline for scheduling in advance. Staff recommends removing up to 45 days in advance and replacing with in advance and can run until canceled by the rider.

2.2.8 Subscription Trips / Standing Orders: Same time, same origin/destination trips are eligible for Subscription status. Subscription service is limited due to capacity constraints. Those passengers who register for subscription service may receive scheduling priority. Subscription service will be issued to passengers on a "first come, first served" basis. ~~Subscription service may be at a premium fare.~~ Comprehensive review results recommended removing subscription service may be at a premium fare as that is not equal for all riders.

RECOMMENDED ACTION/MOTION: Staff recommends authorization to update Advance Notice and Subscription Trip / Standing order transit operating policies.

FINANCIAL IMPACT: None



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Discuss Crow Wing County Fuel Sales Agreement

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: Transit has now operated under the Crow Wing County Fuel Sales Agreement for just over one year. Concerns were raised regarding the 10% Overhead Fee that was charged for County admin costs, maintenance, and testing fees. It was expected at that time that there was going to be roughly \$0.25 per gallon savings versus commercially-available fuel.

After reviewing this further, the savings between the County sales and commercially-available fuel is roughly \$0.10 per gallon. With the variability of commercially-available fuel, it is difficult to discern exact savings. Staff compares our costs versus AAA provided averages. Some difficulties that Transit continues to have with this program beyond costs, are location and reliability. While there are 3 County fueling stations, only one is convenient for the program. Staff has found that there have been times where those pumps are unavailable and buses need to fuel at commercial stations.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: After review of the costs and the other considerations, staff is recommending an alternative option for fuel for Transit buses. The City utilizes WEX cards for fueling vehicles, which can be used at any commercial gas station. WEX also provide slight rebates when fuel is purchased at certain locations. While the commercially-available fuel may be slightly higher in cost, the ability to fill at convenient locations rather than having to travel to the specific County location would lower some costs as well as the small rebates. If the TAC would like to cancel the agreement, there is a termination clause that requires 30-day notice to the other party.

RECOMMENDED ACTION/MOTION: Staff is recommending termination of the Crow Wing County Fuel Sales Agreement and moving Transit to using WEX cards for fueling.

FINANCIAL IMPACT: Unknown at this time.

**Crow Wing County Customer Fuel Sales Agreement
Between CROW WING COUNTY and
Brainerd Transit**

This Agreement is made and entered into this first day of **September 1, 2022**, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "County," and the **Brainerd Transit** hereinafter referred to as "Customer."

WHEREAS, the County Highway Department is the manager of the fuel system

WHEREAS, the County Highway Department is responsible for operating and maintaining the Crow Wing fuel system.

WHEREAS, Customer is desirous of purchasing fuel from County and County is desirous of selling fuel to customer.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, County and Customer agree to the following:

1. SCOPE

County shall be responsible for providing access to their fuel system, and managing the fuel account for the Customer, this will include set up of the Customer, including work order and general ledger accounts in the financial software and fuel system software. This setup will allow access to County fuel system and will provide initial fuel key set up for the Customer's assets and provide maintenance of the account for the term of this agreement for the Customer.

This Agreement shall allow access to County's three fuel site locations which include Unleaded and Diesel products at each site:

- Site 1-HWF (Highway Fuel) 16589 County Road 142, Brainerd MN 56401
- Site 2-BRF (Laurel St.) 202 Laurel St., Brainerd MN 56401
- Site 3-XLF (Crosslake) 13870 Whipple Dr., Crosslake MN 56442

2. COSTS

Account set up fee: There shall be an initial one-time fee of \$300.00 per account. This cost covers administration costs for setting up the Customer account, fuel chipkeys and chip key programming, fuel system walkthrough, and training on use of the system.

Cost per gallon: County shall charge the Customer an average cost per gallon calculated by County's financial system. The Customer shall receive a monthly invoice generated by the financial system along with a monthly fuel consumption report of the Customer's fuel usage.

Overhead fee: A 10% overhead fee shall be applied per gallon of fuel purchased by the Customer. This fee covers administrative costs, maintenance to the fuel system, and testing compliance fees incurred by the County.

3. DAMAGES

The Customer shall be responsible for any and all property damage incurred to the County fuel sites by the Customer's assets, (including but limited to vehicles, trailers, lawn mowers and/or other equipment) or their employees. The cost involved with the damages incurred shall be the responsibility of the Customer and charged accordingly through the billing process. The Fleet Manager may work with the Customer and their insurance company at his/her own discretion.

4. EXCLUSIONS

At no time shall the Customer be allowed to resell fuel purchased from the County.

5. TERM

This Agreement shall remain in effect from **September 1, 2022**, until **December 31, 2025**. The contract will be reviewed 60 days prior to expiration of the contact. At that time the terms of this Agreement will be reviewed and, if necessary, modified to suit the current conditions.

6. TERMINATION

Either party may terminate this Agreement, with or without cause, by providing a 30-day written notice to the other party.

7. LATE PAYMENTS

The Customer shall be responsible in keeping their account current. The Customer will be notified after 30 days of the delinquent status on their next billing statement. This contract may be terminated if the account remains delinquent for more than 90 days.

8. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if to the authorized representatives.

AUTHORIZED REPRESENTATIVE

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this contract or in a modification of this Contract.

CUSTOMER
Brainerd Transit
Andy Stone
501 Laurel St.
Brainerd MN, 56401
218/454/3413

COUNTY
Fleet Manager
16589 County Rd 142
Brainerd MN, 56401
218-824-1110

9. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

10. INDEMNIFICATION

To the extent allowed by law, County and Customer mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

11. MISCELLANEOUS

The Fleet Manager shall be notified by Telephone within 24 hours if a Fuel Chip Key is lost, stolen or damaged.

12. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

COUNTY OF CROW WING

By: _____
Joe Luksik
Fleet Manager

Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Stephanie Shook
Assistant Crow Wing County Attorney

Date: _____

CUSTOMER

By: _____
Brainerd Transit
Title

Date: _____



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Approve Draft Cooperative Agreements with Crow Wing County and Baxter

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: With the changes to the Transit program in 2023, it was necessary to review and revise the agreements between the City of Brainerd, City of Baxter, and Crow Wing County. Draft agreements are attached to this item for review. The City Attorney has reviewed these agreements and provided comments that are reflected in these agreements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The agreements were crafted to run concurrent with the term length of the 3rd Party Contractor contract length. This provides the opportunity for the cooperative partners to receive information from staff regarding the results of the solicitation and make decisions on their service at that time before the next contract begins.

It was also necessary to review the cost share of the operating expenses between the remaining cooperative partners. With Pine River withdrawing from the service and the significant reduction to the County's service, staff reviewed the service moving forward. It is recommended that these agreements reflect a cost share based on projected fuel expenses. It is difficult to know exactly how the share of actual expenses will be spent without previous results to reference to. It is expected that the cost share percentages will continue to be reviewed at the end of the term of the agreement to determine if the share is appropriate based on actual expense splits.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the agreements as presented.

FINANCIAL IMPACT: N/A

**TRANSIT SERVICE AGREEMENT WITH
Crow Wing County**

TERMS OF AGREEMENT

1. TERM OF AGREEMENT - The agreement shall be effective upon execution and shall continue through June 30th, 2027.
2. SERVICE TIMES - The Brainerd & Crow Wing Public Transit System shall provide Dial-A-Ride transit service to Crow Wing County Monday through Friday, (excluding Holidays) from 6:30 a.m. to 4:30 p.m., subject to the system capacity restraints. Crow Wing County may request changes to the hours and days of operation by resolution, said changes being subject to the approval of the City of Brainerd.
3. SERVICE AREA - The Brainerd & Crow Wing Public Transit System shall provide service to pre-determined locations in Crow Wing County, within the cities of Pequot Lakes and Crosby.
4. TRANSIT BUS - The Brainerd & Crow Wing Public Transit System shall provide the service with a passenger transit bus equipped with an ADA compliant wheelchair or standee lift, and wheelchair securement positions in the interior of the bus.
5. OPERATING POLICY - The City of Brainerd Transportation Advisory Committee and The City of Brainerd & Crow Wing County Transit Operating Policies shall govern the operations of the transit system when serving Crow Wing County.
6. FARES - The fare structure for Crow Wing County shall be set by the Crow Wing County Board by resolution. Changes or adjustments to fares shall require 30 days' public notification.
7. REIMBURSEMENT – In the event that bus fares from Crow Wing County are less than that County's local share of transportation costs Crow Wing County agrees to reimburse the City of Brainerd for the unfunded portion of Crow Wing County transit expenses. If the bus fares from Crow Wing County are more than that County's local share of transportation costs the City of Brainerd agrees to reimburse Crow Wing County the excess revenue.
8. LOCAL SHARE OF TRANSIT COSTS – The local share of transportation costs shall be based upon the percentage of overall anticipated fuel costs of the service area. The Crow Wing County's local share shall be 17% of the Transit expenses during the term of this agreement.
9. REIMBURSEMENT OF ADDITIONAL COSTS – Crow Wing County agrees to reimburse the City of Brainerd for a portion of the local share of capital costs. Local share of capital costs are based upon the percentage of the local share of transportation costs in Paragraph No. 8, Local Share of Transit Costs.
10. REPORTING – The City of Brainerd & Crow Wing County Transit office will provide annual transit reports to Crow Wing County. Annual reports will include ridership information and information related to the costs of providing Dial-A-Ride services in Crow Wing County.
11. CONTINGENCIES - This agreement is contingent on the City of Brainerd's participation in the Minnesota Department of Transportations public transit grant program and the availability of State and Federal funds equal to or greater than 85% of the total operating costs for Transit services.

12. TERMINATION CLAUSE – This agreement may be terminated by either party with or without cause with 90 days’ written notice to the other party.

City of Brainerd

Crow Wing County

Mayor - City of Brainerd Date

Crow Wing County Date
Board Chair

City of Brainerd Administrator

Crow Wing County Administrator

**TRANSIT SERVICE AGREEMENT WITH
THE CITY OF BAXTER**

TERMS OF AGREEMENT

1. TERM OF AGREEMENT - The agreement shall be effective upon execution and shall continue through June 30th, 2027.
2. SERVICE TIMES - The Brainerd & Crow Wing Public Transit System shall provide Dial-A-Ride transit service to the City of Baxter Monday through Friday, (excluding Holidays) from 6:00 a.m. to 6:00 p.m., subject to the system capacity restraints. The City of Baxter may request changes to the hours and days of operation by resolution, said changes being subject to the approval of the City of Brainerd.
3. SERVICE AREA - The Brainerd & Crow Wing Public Transit System shall provide service to any location within the corporate limits of the City of Baxter.
4. TRANSIT BUS - The Brainerd & Crow Wing Public Transit System shall provide the service with a passenger transit bus equipped with an ADA compliant wheelchair or standee lift, and wheelchair securement positions in the interior of the bus.
5. OPERATING POLICY - The City of Brainerd Transportation Advisory Committee and The City of Brainerd & Crow Wing County Transit Operating Policies shall govern the operations of the transit system when serving the City of Baxter.
6. FARES - The fare structure for the City of Baxter shall be set by the Council of the City of Baxter by resolution. Changes or adjustments to fares shall require 30 days' public notification.
7. REIMBURSEMENT – In the event that bus fares from the City of Baxter are less than that City's local share of transportation costs the City of Baxter agrees to reimburse the City of Brainerd for the unfunded portion of City of Baxter transit expenses. If the bus fares from the City of Baxter are more than that City's local share of transportation costs the City of Brainerd agrees to reimburse the City of Baxter the excess revenue.
8. LOCAL SHARE OF TRANSIT COSTS – The local share of transportation costs shall be based upon the percentage of overall anticipated fuel costs of the service area. The City of Baxter's local share shall be 18% of the Transit expenses during the term of this agreement.
9. REIMBURSEMENT OF ADDITIONAL COSTS – The City of Baxter agrees to reimburse the City of Brainerd for a portion of the local share of capital costs. Local share of capital costs are based upon the percentage of the local share of transportation costs in Paragraph No. 8, Local Share of Transit Costs.
10. REPORTING – The City of Brainerd & Crow Wing County Transit office will provide annual transit reports to the City of Baxter. Annual reports will include ridership information and information related to the costs of providing Dial-A-Ride services in the City of Baxter.
11. CONTINGENCIES - This agreement is contingent on the City of Brainerd's participation in the Minnesota Department of Transportations public transit grant program and the availability of State and Federal funds equal to or greater than 85% of the total operating costs for Transit services.

12. TERMINATION CLAUSE – This agreement may be terminated by either party with or without cause with 90 days’ written notice to the other party.

City of Brainerd

City of Baxter

Mayor - City of Brainerd Date

Mayor – City of Baxter Date

City Administrator

City Administrator



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Approve Changes to St. Francis Student Service

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Crystal Gauthier, Transit
Coordinator

DEPARTMENT: Public Works

PRESENTER: Crystal Gauthier, Transit Coordinator **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: MnDOT has advised that the City of Brainerd Transit no longer participates in a contractual agreement with St Francis Catholic School, thereby negating a key indicator of school bus and charter transportation. MnDOT has also recommended moving from the current arrangement wherein the school directly pays for the transit service to one in which the parents will pay for the service. Staff is requesting approval to terminate the memorandum of understanding between the City of Brainerd and St. Francis as well as begin billing students' parents on a quarterly basis for transit services.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: During the comprehensive review, auditors and MnDOT found that services currently provided to St Francis School are too similar to providing school bus transportation services. By eliminating the memorandum of understanding between the City of Brainerd and St Francis and by billing student's parents quarterly and directly, MnDOT agrees implementation of those actions would meet requirements for demand response transportation.

RECOMMENDED ACTION/MOTION: Staff recommends approval to eliminate the memorandum of understanding between the City of Brainerd and St. Francis School and begin quarterly invoicing St Francis students' parents for transit services.

FINANCIAL IMPACT: None



Transportation Committee Agenda Request

MEETING DATE: October 26, 2023

TITLE OF ITEM: Approve 2024 Capital Bus Purchase

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

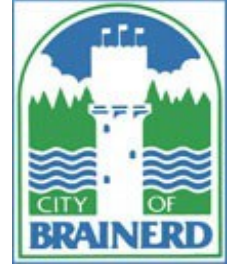
SUMMARY OF ISSUE: MnDOT has opened the solicitation for 2024 Transit Vehicle Replacement grant applications. Staff is requesting authorization to begin the application process for the grant program for a replacement bus intended to occur in 2024. While the intention of the grant program is targeting replacement vehicles in 2024, it is likely to arrive much later than expected. Staff is still waiting on two buses ordered in 2020 and 2021. One of which is expected to arrive in 2024. The other is likely going to come in 2025. Thus, the replacement vehicle that would be applied for under this grant solicitation would likely not arrive until 2026. Staff decided to not apply for or order a replacement vehicle in 2022 due to uncertainties with the delivery schedule and the financial ability to fund the local share needed. Applications are due to MnDOT on November 13th, requiring staff to present to the City Council at the November 6th meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In performing the financial review of the Transit program in Spring 2023, staff included an estimated local share cost of replacing a bus each year of the 5-year projection. Due to the aging fleet and the delays of receiving buses, staff feels that continued replacement of older vehicles is necessary to reduce lost time due to repairs. Staff is estimating that the local share of the bus would be \$13,000, paid at the time of delivery. The match requirements for projects under this capital vehicle replacement solicitation will be 10% Local share.

RECOMMENDED ACTION/MOTION: Staff recommends authorization to apply for the MnDOT 2024 Capital bus vehicle replacement grant.

FINANCIAL IMPACT: Estimated to be \$13,000.

MEMO



TO: Transportation Advisory Committee
FROM: Crystal Gauthier, Transit Coordinator
DATE: October 26, 2023
RE: Transit Department Update

Staff received a passing grade for the Comprehensive Review with some best practice recommendations on policies and procedures.

Blue Sky Transit hired a new onsite operations manager, Aaron Sandbakken, at the beginning of August. Aaron comes with 20 years of maintenance and management experience. He's been a much-welcomed addition to the transit agency and has already improved the calls answered percentages to well above the minimum expected. Aaron has also gotten the maintenance program back on track in just 2 months. His current main focus is creating standards, providing excellent customer service, professionalism, data accuracy, and providing training to Blue Sky staff. Excellent progress has been made in all areas.

Upcoming projects staff have been working on are updating policies and procedures to recommended best practices per the comprehensive review findings. Quarterly billing, and monthly reporting. As well as beginning drafting and editing the Request for Proposal for 2024 transit operating services.

Additional Transit updates:

- The call answered percentages are at an average of 92% since Blue Sky hired a new Manager, which is well above the expected rate of 85% answered. There have been many days of 100% calls answered.
- Customer Service, professionalism, fleet maintenance and accuracy continue to be top priorities for 3PC.
- Bi-Weekly meetings and training sessions with Blue Sky's Manager.
- Crow Wing County new service and fare increase to \$8.00 went into effect September 11
- City of Brainerd elected to increase fares to \$3 in advance, \$6 same day, effective August 21, 2023.
- City of Baxter fare increase to \$7.00 went into effect August 1st 2023.
- Staff met with AECOM consultant team who are performing the service, technology, and financial planning to discuss the Transit program and our goals. Aecom continues to compile information from our Agency to prepare a plan for transit.
- Continued work on monthly reporting and reviewing 3PC and maintenance invoices.
- Submitted documentation required for the 2024 OTAT solicitation for grant funding. MnDOT has approved funding and is working to finalize the 2024 Operating Grant Agreement.
- Drafting updates to policies and operational functions required by MnDOT's Comprehensive Review (Audit) of the Transit program audit findings.