



## AGENDA AND NOTICE OF MEETING

### CITIES OF LE SUEUR AND SAINT PETER TRANSIT STEERING COMMITTEE

Tuesday, August 30, 2016 – 2:00 p.m.

Le Sueur City Hall, 203 South Second Street, Le Sueur

Council Chambers/Meeting Room

- I. WELCOME
- II. INTRODUCTIONS
- III. GOALS OF MEETING/CITY'S GOALS
- IV. DISCUSSION
  - A. Big Picture Operational Review
  - B. Review of Draft Joint Powers Agreement
    - 1. Key Points
    - 2. Organizational Structure
    - 3. Policy Issues to be resolved
    - 4. Issues still in the works
  - C. Operational Update
    - 1. Finance and HR
    - 2. Capital Improvements
    - 3. Corridor Goals and process
    - 4. Others
  - D. Next Steps
    - 1. Tasks
    - 2. Next Meeting (Time, Place, Location)
  - E. Others
- V. ADJOURNMENT

## SAINT PETER-LE SUEUR TRANSIT JOINT POWERS AGREEMENT

This joint powers agreement for public transit services is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between the City of Saint Peter ("SAINT PETER") and the City of Le Sueur ("LE SUEUR") (collectively, the "Parties"),

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, the Parties currently provide public transportation services within their jurisdictions and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them establishing a Transit Joint Powers Board (hereinafter referred to as "Joint Powers Board") to succeed LE SUEUR and SAINT PETER's, current public transit operations and for purposes of providing a coordinated service delivery and funding source for public transportation throughout the city of Le Sueur and the city of Saint Peter (the "Service Area"); and

WHEREAS, it is the resolution of duly elected bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to obtain funding and provide centralized planning and implementation of needed transit services;

NOW THEREFORE, the undersigned parties jointly agree as follows:

1. Joinder of Local Units of Government. The undersigned local units of government hereby join together for the purposes of coordinating service delivery and providing a funding source for public transportation in and among said area through the Joint Powers Board.

2. Funding Sources. It is intended and anticipated that funding for activities and programs administered under this Joint Powers Agreement shall come primarily from grant monies. The financial commitment of each member local unit of government is limited to the Joint Powers Board's operating and capital costs obligation to the Minnesota Department of Transportation (MnDOT) as determined annually by MnDOT, which responsibility shall be borne by the Parties in equal amounts.

If future additional funding is required of the member local units of government, this will be accomplished by separate resolution.

3. Board Makeup. The Joint Powers Board shall consist of two member representatives from the City Council of each Party. Each local unit of government represented on the Joint Powers Board may appoint an alternate member, who may act in the place and stead of an absent Joint Powers Board member from that local unit of government including the exercise of all voting rights of that member.

4. Exercise of Powers. The powers of the Joint Powers Board shall be exercised by the members appointed to the Joint Powers Board by each member's local unit of government.

4. Meetings. The Joint Powers Board shall meet at least biannually on a schedule determined by the Board in compliance with all applicable requirements of Minnesota Statutes, Chapter 13D. Notice of meetings to Board members will take place no less than seven days prior to the meeting by phone, mail, or email.

5. Terms of Members. The terms of the Joint Powers Board members shall be for up to one year, whose terms shall run through December 31 of the year of their appointment. The members serve at the pleasure of their respective governing body. At the end of their terms, the individual Joint Powers Board members may be reappointed by their respective governing body.

6. Joint Powers Board Voting. Each Joint Powers Board member shall have one vote. Voting by proxy shall not be allowed, except that an alternate member may vote as provided in item 3, above. Except as specifically provided to the contrary in this Agreement, a quorum shall consist of a simple majority of board members (or their alternates), and at least one voting member (or alternate) from LE SUEUR and at least one voting member (or alternate) from SAINT PETER.

7. Officers. Officers of the Joint Powers Board shall be a chair, vice-chair, and treasurer, to be elected at its first meeting, whose terms shall run through December 31 of the year following their initial election. Terms thereafter shall be for one year. This provision shall not prohibit an officer's re-election. Officers shall be chosen from among the voting Joint Powers Board members.

8. Finances. The Joint Powers Board shall prepare an annual budget presented to each member unit of government for review and comment no later than July 31 of each year. The Joint Powers Board shall consider any such comments received by a member unit of government in good faith, however the Joint Powers Board shall have exclusive and final decision making authority with respect to its budget.

9. Records and Reporting. The Joint Powers Board shall receive a regular financial report of all expenditures, receipts, and current fund balances from the Operations Committee. The Joint Powers Board shall cause to be made an annual audit of its books and accounts and shall make and file a report to its members including:

- a) financial condition;
- b) status of projects;
- c) business transacted; and
- d) other matters which affect the interests of the Joint Powers Board.

The books and records of the Joint Powers Board shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

10. Powers. The Joint Powers Board is authorized and empowered to expend funds for the purpose of establishing, funding, coordinating, administering, and operating a Public Transportation Service, including but not limited to providing the transit services listed on Exhibit A attached hereto, and for any other activities necessary for an efficient Public Transportation Service.

11. Use of Earnings. No part of any net earnings of the Joint Powers Board or any transit programs established, funded, coordinated, administered or operated, thereunder shall be distributed to, or otherwise benefit its members, directors, officers or other private person, except that the Joint Powers Board shall be authorized and empowered to pay reasonable compensation for services rendered.

12. Contracting. The Joint Powers Board may enter into contracts or otherwise provide for the establishment, funding, coordination, administration, financial reporting, human resource management and operation of Public Transportation Services, except that the Joint Powers Board has no authority to bind any individual member unit of government to the expenditure of funds.

13. Property. The Joint Powers Board may acquire and hold, lease, and convey personal property necessary for the administration, operation, and coordination of a Public Transit System. At such time as the Joint Powers Board is dissolved, the disposition, disbursement, and/or transfer of any capital equipment, personal property or other assets otherwise acquired or held by the Joint Powers Board will follow Federal requirements binding public transit entities. All prior owned transit property, as more specifically detailed on the attached Exhibit B, will be transferred to the Joint Powers Board, upon the effective date of this Agreement.

14. Bylaws and Operating Procedures. The Joint Powers Board may adopt such operating procedures as are necessary for its effective operation, and shall have bylaws which shall govern the operation of the Joint Powers Board and which shall initially be adopted by a majority vote of all voting members. Thereafter, the bylaws and operating procedures may be amended by a majority vote of members (or alternates) at a regular meeting or a special meeting called by the Chair on at least seven days' notice to Joint Powers Board members.

15. Transit System Operations Board.

A. Membership: The Joint Powers Board shall hereby establish a three (3) member Transit System Operations Board (hereinafter referred to as "Operations Board") consisting of the City Administrator or equivalent of Saint Peter, the City Administrator or equivalent of Le Sueur and the Finance Director or equivalent of the City of Saint Peter.

B. Powers and Duties: The Operations Board shall:

1) Supervise and oversee the development of an annual transit services plan.

2) Contract or employ the services of a transit system operations supervisor, dispatchers, and drivers and other positions as it shall from time to time deem necessary.

3) Control and monitor the fiscal duties of the transit system including monitoring the internal controls for the safeguarding of assets, collected fares, grant moneys, tokens, and other various revenue sources and verifying the legitimacy of bills, purchase orders, and other forms of debt incurred by the transit system, and provide monthly reports of the same to the Joint Powers Board.

4) Recommend adoption and promulgation of such rules and

regulations for the operation of the transit system to the Joint Powers Board.

- 5) Monitor and evaluate the effectiveness of the transit services.
- 6) Monitor the program expenses and adherence to the approved budget.
- 7) Evaluate the effectiveness of the procedures for the collection of fares, contracts, and other revenue sources.
- 8) Make recommendations for revenue enhancement options including advertising on the exterior and interior of the busses.
- 9) Recommend marketing plans to improve ridership.
- 10) Provide direction in the development of transit contracts for supplies, materials, equipment, facilities, and labor subject to such bidding as may be required by law.
- 11) From time to time utilize focus groups and citizen input committees to review and evaluate service, service changes and promotion of transit in the communities.

17. Insurance

A. The Joint Powers Board will maintain liability coverage with a minimum limit equal to or greater than the maximum liability of municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended.

B. Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Joint Powers Board activities or operations.

C. The Joint Powers Board may in its discretion procure coverage for auto liability and damage to or loss of property. If the Joint Powers Board at any time hires employees, it will immediately acquire and maintain workers compensation coverage.

18. Indemnification.

A. The Joint Powers Board is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

B. The Joint Powers Board shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.

C. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty,

or bad faith.

D. To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

E. Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

19. Effective date; termination. This agreement shall become effective on execution by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 12 months' written notice of its termination, delivered to the City Administrator(s) of LE SUEUR and SAINT PETER. The termination will be effective on January 1<sup>st</sup> of the next calendar year.

20. General Terms.

A. Voluntary and Knowing Action: The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. Authorized Signatories: The parties each represent and warrant to the others that:

(1) the persons signing this Agreement are authorized signatories for the entities represented, and

(2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

C. Notices: The Members representatives for notification for all purposes are:

LE SUEUR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAINT PETER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Assignment: This Agreement may not be assigned by a Party without the

written consent of the other.

E. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Joint Powers Board or any Party may propose amendments to this Agreement. Such amendments shall be in the form of a resolution adopted by the Joint Powers Board or a resolution adopted by the governing body of a Party, as applicable, depending on which entity is proposing the amendment. The Party seeking to amend shall present the proposed amendment to the other Party and to the Joint Powers Board, as applicable. The Joint Powers Board shall issue a report on all proposed amendments, including those initiated by the Joint Powers Board, explaining the amendment and process for amendment consideration and adoption. The Joint Powers Board shall include in its report a proposed resolution reflecting its recommendation regarding the proposed amendment. The Joint Powers Board shall act to approve, modify or deny, by a majority vote, the proposed amendment within ninety (90) days after the Joint Powers Board issues its report concerning the proposed amendment. Any amendment affecting the rights of a Joint Powers member requires a supermajority vote.

F. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the NAFRS and involve transactions relating to this Agreement.

G. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

H. No Waiver: Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

I. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

J. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.

K. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by the respective chairpersons of the units of government, all pursuant to approval for the agreement and the signing of the same duly given by

each of their respective Council duly made, seconded and carried, all effective on the day and year first hereinbefore written.

**CITY OF SAINT PETER**

**CITY OF LE SUEUR**

\_\_\_\_\_  
Charles Zieman  
Mayor

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Todd Prafke  
City Administrator

\_\_\_\_\_  
Jenelle Teppen  
City Administrator

**STATE OF MINNESOTA)  
  ) SS  
COUNTY OF NICOLLET)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

\_\_\_\_\_  
Notary Public

**STATE OF MINNESOTA)  
  ) SS  
COUNTY OF NICOLLET)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and Jennelle Teppen, the Mayor and City Administrator of the City of Le Sueur.

\_\_\_\_\_  
Notary Public



## **Shared Transit Goals (Saint Peter's)**

- Provide for opportunity for additional efficiency in \$ and work (specialization?).
- No reduction in service levels.
  - Keep specialized programs like Preschool express, GAC, Summer kids rides, One off services
- Expansion in service
  - Territory slightly to meet requests
  - Corridor Le Sueur-Saint Peter-Mankato
- Fares should reflect funds needed to meet costs
- Positive relationship with Le Sueur and MnDOT
- Corridor Service Goals
  - Employment Opportunity
  - Medical Services
  - Other (Visit "Mabel"), shop (two bag limit), events