

NOTICE AND AGENDA CENTRAL COUNTY TRANSPORTATION AUTHORITY (CCTA) KALAMAZOO COUNTY TRANSPORTATION AUTHORITY (KCTA) May 10. 2021 Regular Meeting

Electronic Meeting

Participate through this Zoom Link: https://us02web.zoom.us/j/86094938908

Or by calling: 1-312-626-6799 (See the last page of this packet for more detailed instructions on how to participate)

Note: The next joint CCTA/KCTA regular meeting will be held on Monday, June 14, 2021 at 11:30 a.m.

PLEASE BE ADVISED that the Central County Transportation Authority and Kalamazoo County Transportation Authority will meet for its Regular Meeting on Monday, May 10, 2021 at 11:30 a.m. for the purpose of:

	Item	KCTA Action	CCTA Action	
1.	Roll Call			
2.	Request to Approve Agenda*	Roll Call	Roll Call	
3.	Request to Approve CCTA/KCTA Minutes of April 12, 2021 *	Roll Call	Roll Call	
4.	Consideration to Enter into a Transit Service Agreement Between Texas Township, Kalamazoo Valley Community College and the CCTA*			
5	Consideration of Western Michigan University Service Contract*	Roll Call	Roll Call	
6.				
7.	Consideration to Purchase Wheelchairs Ramps from Gillig LLC.*.	Roll Call	Roll Call	
8.	Report from Executive Director*			
	a. Monthly Ridership Reports*			
	b. Monthly Financial Reports*			
9.	Subcommittee Reports			
	a. Executive Committee – Joint			
	 Appoint CCTA/KCTA Subcommittee Members* 	Roll Call	Roll Call	
	b. CCTA/KCTA Board Policies Subcommittee			
	Update on Board Policies Revision			
	c. Finance Subcommittee – Joint			
	d. Outreach Subcommittee – Joint			
	e. Millage Subcommittee - Joint			
	f. Pension Board			



Connecting People Throughout Kalamazoo County

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	g. KATS			
	h. Local Advisory Committee (LAC)			
	Consideration to Appoint Disability Community	Roll Call	Roll Call	
	Representative*			
10.	New Business			
11.	Chairperson's Report			
12.	Public Comment Public Comment			
13.	Members' Time			
14.	Adjournment	Roll Call	Roll Call	

^{*}Indicates attachments included in agenda packet

The meeting will be conducted through a Zoom link (See instructions above). Questions regarding the meeting may be addressed to the Central County Transportation Authority, 530 N. Rose St., Kalamazoo, MI 49007, or by calling (269) 337-8087.

MEETINGS OF THE CENTRAL COUNTY TRANSPORTATION AUTHORITY AND KALAMAZOO COUNTY TRANSPORTATION AUTHORITY ARE OPEN TO ALL WITHOUT REGARD TO RACE, SEX, COLOR, AGE, NATIONAL ORIGIN, RELIGION, HEIGHT, WEIGHT, MARITAL STATUS, DISABILITY, POLITICAL AFFILIATION, SEXUAL ORIENTATION, OR GENDER IDENTITY. CENTRAL COUNTY TRANSPORTATION AUTHORITY WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING/HEARING, TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON FOUR (4) BUSINESS DAYS' NOTICE. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE CCTA/KCTA BY WRITING OR CALLING CENTRAL COUNTY TRANSPORTATION AUTHORITY 530 N. ROSE ST., KALAMAZOO, MICHIGAN 49007 (269) 337-8087; TDD PHONE: (269) 383-6464.

Meeting Minutes CENTRAL COUNTY TRANSPORTATION AUTHORITY KALAMAZOO COUNTY TRANSPORTATION AUTHORITY Joint Regular Meeting April 12, 2021

Place:

Metro Administration Building, 530 N. Rose Street

Time:

11:30 A.M.

Staff Present:

Sean McBride, Greg Vlietstra, Kathy Schultz, Barbara Blissett

Others Present:

Aaron Stevens, Steve Stepek, Earl Cox, Sr., Alisha Lewis, Jermaine King

"A regular meeting of the Central County Transportation Authority and the Kalamazoo County Transportation Authority was held on Monday, April 12, 2021 at 11:30 a.m. This meeting was held as an electronic meeting under the authority of Senate Bill 1246 adopted December 15, 2020, Amending the Open Meetings Act for Participation in Public Meetings." *Please note in attendance that location in parenthesis is location where member was participating during meeting in compliance with Michigan requirements for remote attendance for a public meeting.

1.) KCTA ROLL CALL

KCTA Members Present:

Curtis Aardema (City of Portage), Jeff Breneman (City of Kalamazoo), Tafari Brown (Comstock Township), Dusty Farmer, (Oshtemo Township), Martin Janssen (City of Grand Rapids), Aditya Rama (City of Kalamazoo), Tim Sloan (Oshtemo Township), Sam Urban (City of Portage), Greg Rosine, (City of Kalamazoo)

KCTA Members Absent:

None

1). CCTA ROLL CALL

CCTA Members Present:

Curtis Aardema (City of Portage), Rob Britigan (Comstock Township), Chris Burns (City of Portage), Dusty Farmer (Oshtemo Township), Martin Janssen (City of Grand Rapids), Garrylee McCormick (City of Kalamazoo), Lisa Moaiery (Kalamazoo Township), Jim Pearson, (City of Portage), Randy Thompson, (Comstock Township), Greg Rosine (City of Kalamazoo)

CCTA Members Absent:

Rob Bricker

A motion was made by CCTA to excuse the absence of Rob Bricker.

Motion: Pearson

Support: McCormick

Motion carried by roll call vote.

Ayes:

Aardema, Britigan, Burns, Farmer, Janssen, McCormick, Moaiery,

Pearson, Thompson, Rosine

Nays:

None

Absent:

Bricker

2.) REQUEST FOR APPROVAL OF AGENDA

A motion was made by KCTA and CCTA for approval of the joint CCTA/KCTA meeting agenda for April 12, 2021.

Motion: Sloan/Breneman

Support: Farmer/Janssen

Motion carried by roll call vote.

Ayes:

Aardema, Breneman, Britigan, Brown, Burns, Farmer, Janssen,

McCormick, Moaiery, Pearson, Rama, Sloan, Thompson, Rosine

Nays:

None

Absent:

Bricker

3.) REQUEST FOR APPROVAL OF MINUTES

A motion was made by KCTA and CCTA for approval of the joint CCTA/KCTA meeting minutes for March 8, 2021 with the correction of Item 3 Introduction of Legislative Representatives to replace State Senator Gary Peters with Senator Gary Peters.

Motion: Sloan/Aardema

Support McCormick/Britigan

Motion carried by roll call vote.

Ayes:

Aardema, Breneman, Britigan, Brown, Burns, Farmer, Janssen,

McCormick, Moaiery, Pearson, Rama, Sloan, Thompson, Urban, Rosine

Nays:

None

Absent:

Bricker

4.) KCTA AND CCTA FINANCIAL STATEMENTS

Aaron Stevens, on behalf of Maner Costerisan, presented the Fiscal Year 2020 Financial Reports for KCTA and CCTA. (Materials on the presentation are available on the website: www.kmetro.com).

A motion was made to receive the KCTA Financial Report for the year ending September 30, 2020.

Motion: Janssen

Second: Breneman

Motion carried by roll call vote.

Aves:

Aardema, Breneman, Brown, Farmer, Janssen, Rama, Sloan, Urban,

Rosine

Nays:

None

Absent:

None

A motion was made to receive the CCTA Financial Report for the year ending September 30, 2020.

Motion: Farmer

Second: McCormick

Motion carried by roll call vote.

Ayes:

Aardema, Britigan, Burns, Farmer, Janssen, McCormick, Moaiery,

Pearson, Thompson, Rosine

Nays:

None

Absent:

Bricker

5.) RESOLUTIONS LEVYING KCTA AND CCTA TRANSIT MILLAGES FOR 2021

Exec. Dir. McBride stated on May 3, 2016 the voters approved the KCTA millage through 2021 for up to 0.3150 mils for countywide services that include Metro Connect and Metro Share. He said in 2020, the KCTA levied 0.3131 and not the full 0.3150 due to the State of Michigan Headlee Amendment. Exec. Dir. McBride stated that this year the KCTA cannot levy more than the Headlee allowed amount.

A motion was made to adopt Resolution 21-001 Levying the Transit Millage and Providing for Collection of the Transit Millage in July 2021 for the Cities of Kalamazoo, Portage and Parchment and in December 2021 for the Townships of Kalamazoo County.

Motion: Sloan Second: Aardema

Motion carried by roll call vote.

Ayes: Aardema, Breneman, Brown, Farmer, Janssen, Rama, Sloan, Urban,

Rosine

Nays: None Absent: None

Exec. Dir. McBride stated on March 10, 2020 the voters approved the CCTA millage through 2025 for up to 0.90 mils for public transportation within the CCTA boundaries. Exec. Dir. McBride said in 2020, the CCTA levied 0.7470, however, after discussion during Executive Committee, it was determined to not levy the full 0.90 mils but to continue with the same 0.75 mils. Exec. Dir. McBride stated this would be possible budgetarily because as of last year bus service had to be reduced due to Covid therefore reducing Metro's expenses.

Exec. Dir. McBride said that with the 0.75 mils, revenue generated would be just under \$4 million and with the 0.90 mils, revenue generated would be approximately \$4.8 million.

A motion was made to adopt Resolution 20-002 Levying the Transit Millage and Providing for Collection of the Transit Millage in July 2021 for the Cities of Kalamazoo, Portage and Parchment and in December 2021 for the Townships of Kalamazoo, Comstock Voting Precincts 02, 03, 04, 05, 06, 07 and 08 and Oshtemo Voting Precincts 03, 04, 05, 06, 07, 08 and 09 in Kalamazoo County.

Motion: Britigan Second: Janssen

Motion carried by roll call vote.

Ayes: Aardema, Britigan, Burns, Farmer, Janssen, Leigh, McCormick, Pearson,

Thompson, Rosine

Nays: None Absent: Bricker

6). PURCHASE OF MAINTENANCE FLOOR SCRUBBER

Dep. Dir. Vlietstra stated that the current floor scrubber used by maintenance at the Metro garage is 25 years old and well past the useful life benchmark. He said maintenance costs were increasing and finding available parts was challenging. Dep. Dir. Vlietstra said Tenant Sales and Service were the lowest responsible bidder. He said no Metro general fund dollars would be needed for this purchase but would be funded through the KATS Transportation Improvement Program.

A motion was made by KCTA and CCTA to approve a contract with Tenant Sales and Service for the purchase of a floor scrubber in the amount \$55,976.22 and authorize the Executive Director to execute all related documents on behalf of the organization.

Motion: Aardema/Sloan

Support: Janssen/McCormick

Motion carried by roll call vote.

Ayes:

Aardema, Breneman, Britigan, Brown, Burns, Farmer, Janssen,

McCormick, Moaiery, Pearson, Rama, Sloan, Thompson, Urban, Rosine

Nays:

None

Absent:

Bricker

Prior to the motion, Rob Branch responded to a question about the future of the existing floor scrubber. He said it would be sent to auction.

7). UPDATES TO BOARD POLICIES

Exec. Dir. McBride referred to a draft Board Code of Ethics Policy included in the meeting packet. He said this policy was actually fashioned after a similar policy he had worked on while working for the City of Portage. Exec. Dir. McBride asked the Boards to review the draft and then it could be offered for a first reading at a future meeting. Exec. Dir. McBride said he would recommend the creation of an Ad Hoc Board Policies Review Subcommittee who would work with staff to review the current policies and make a recommendation for updates at a future meeting.

Chair Rosine provided a history of the formulation of the KCTA Board Policies in 2007 and then CCTA Board Policies in 2014. He said since Boards have been meeting jointly since 2015 and have worked hard to function seamlessly, it would be conducive to have one set of joint Board policies. Chair Rosine stated he had asked Boardmember Rama to Chair this Ad Hoc Board Policies Review Subcommittee and Boardmembers Aardema and Urban offered to serve on the subcommittee.

Britigan commented that upon reviewing the draft Board of Ethics Policy he had some questions about the reference to "as permitted by State law." Exec. Dir. McBride said it would definitely be reviewed.

8) EXECUTIVE DIRECTOR REPORT

Exec. Dir. McBride provided information on the following topics:

- COVID-19 and Service Update
- Triennial Review
- Comprehensive Operational Analysis
- Value-Added Community Service
- KTC Security Reports
- Ridership Report

Attached to the minutes is the summary memo provided to the Boards.

9.) SUBCOMMITTEE REPORTS

<u>Executive Committee</u> – Chair Rosine reported the committee met twice to discuss the current agenda and the KCTA millage levy question.

Finance Subcommittee (joint with KCTA) - No meeting.

Outreach Subcommittee (joint with KCTA) - No meeting.

CCTA/KCTA Minutes April 12, 2021

Pension Board - No meeting.

<u>KATS Policy Committee</u> – Aardema reported KATS updates on local projects. He noted there were Covid-19 Relief Funds coming to the region including Metro and to consider projects for its use.

Millage Subcommittee - No meeting.

Local Advisory Committee (LAC) - Covid-19 updated provided.

Janssen reminded everyone that if they were interested in serving on a subcommittee to let the Executive Committee know their preferences.

12.) CHAIRPERSON REPORT – Chair Rosine thanked everyone for their attention during the financial presentation.

10.) PUBLIC COMMENT – Earl Cox, Sr. asked that the Covid-19 premium pay continue as well as the backdoor entry on buses. He commented on the service reductions due to the lack of staff/drivers.

11.) MEMBERS TIME

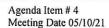
Burns thanked Aardema for his information about funding available and stated that a potential good us of these funds would be the addition of a fixed-route transfer station in Portage.

12.) ADJOURNMENT

KCTA Chairperson

	as made by KC Motior ied by roll call	n: Janssen/S				A meeting. ma/Burns	
Ayes:	Aardema,	Breneman,	Britigan,	Brown,	Burns,	Farmer,	Janssen,
		Moaiery, Pe	earson, Ra	ma, Sloan	, Thomp	son, Urbar	n, Rosine
Nays:	None	. ****	· · · · · · · · · · · · · · · · · · ·				
Absent:	Bricker		****				
Greg Rosine			Barb	ara Blisse	tt		
CCTA Chairperson			CCT	A Clerk			
		_					
Greg Rosine			Barb	ara Blisse	tt	_	

KCTA Clerk





TO:

CCTA and KCTA Boards

FROM:

Sean P. McBride, Executive Director

DATE:

May 1, 2021

SUBJECT:

Consideration to Enter into a Transit Service Agreement between Texas Township,

Kalamazoo Valley Community College and the CCTA

BACKGROUND

Metro has a current Service Agreement with the Charter Township of Texas Township and Kalamazoo Valley Community College that expires June 30, 2021. The service is designed to continue fixed-route bus service to Texas Township and KVCC. Specifically, utilizing Route 11 – Stadium Drive to cover 9th Street, the KVCC Main Campus and the Groves Complex in Texas Township. This agreement is necessary because Texas Township is not included within the boundaries of the CCTA. The CCTA has Policy 1.0 CCTA Fixed-Route Bus Service to Areas Outside Authority Boundaries, which provides guidance for providing this service.

Metro staff have been working with Texas Township officials and KVCC representatives to update the service agreement to continue Route 11 in Texas Township. The recommended agreement is for the period of July 1, 2021 through June 30, 2026. The fee is based on the millage approved and ultimately levied within the CCTA boundaries. The millage rate for the agreement is 0.90 mills which is the rate approved by voters in March 2020. The fee is split between KVCC and Texas Township and is projected to total \$103,000 annually if the full 0.90 mills were levied. The fee for subsequent years will be adjusted by the Michigan Department of Treasury Inflation Rate Multiplier.

The rate that will be charged to KVCC and Texas Township for the first year of service will be based on the 0.75 mills that will be levied for the upcoming year and will total \$85,848. The CCTA levy amount was approved at the April Board Meeting.

This updated agreement has been approved by Texas Township Board and KVCC Administration. Also, I would like to note the positive and cooperative working relationship between Texas Township, KVCC and CCTA officials.

RECOMMENDATION

It is recommended CCTA Board authorization for the Executive Director to execute the Transit Service Agreement between Texas Township, Kalamazoo Valley Community College and the CCTA for the period of July 1, 2021 through June 30, 2026.

Attachments:

1. Service Agreement

Transit Service Agreement

Central County Transportation

Authority ("CCTA")

530 North Rose Street

Kalamazoo, Michigan 49007

Attn: Sean McBride, Executive Director

Charter Township of Texas Township

("Texas Township") 7110 West Q Avenue

Kalamazoo, Michigan 49009

Attn: Julie VanderWiere, Superintendent

Kalamazoo Valley Community College

("KVCC")

6767 West O Avenue

Texas Township, Michigan 49009

Attn: Dannie Alexander, Vice-President for Campus Planning and Operations

CCTA, Texas Township, and KVCC agree as follows in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Acknowledged Facts.

- a. The Central County Transportation Authority currently provides regional public transit services to Texas Township and KVCC's Main Campus, located at 6767 West O Avenue, Texas Township, Michigan 49009.
- b. CCTA's public transit operations is funded in part by a 0.90 millage that was approved by voters residing in CCTA's designated district boundaries. The approved millage will be levied beginning July 2021. Texas Township and KVCC's Main Campus are outside of CCTA's designated district boundaries and are therefore not subject to the millage.
- c. Texas Township and KVCC wish to continue receiving fixed route bus service and are therefore willing to share responsibility for payment to CCTA for the fixed-route bus service described below.
- d. Without this Agreement, fixed route bus service on Route 11 Stadium will not serve Texas Township or KVCC's Main Campus beginning September 6, 2021.

2. Transit Service to be Provided.

a. **Fixed-Route Service**. CCTA will provide fixed-route service to Texas Township and KVCC facilities as currently provided on Route 11 – Stadium (the "Fixed Route Service"). A map and schedule of the Fixed Route Service is attached as Exhibit A. CCTA will notify KVCC and Texas Township of any changes to service hours, frequency, or route design that impacts Route 11 in Texas Township. CCTA will have the sole discretion to adjust services to meet overall system needs and objectives. CCTA will set passenger fares consistent with fares charged for other fixed-route service.

- b. **Fee for Services**. The fee for the Fixed-Route Service ("Service Fee"), based on the voter approved 0.90 mills, will be \$103,000 for the period of July 1, 2021 through June 30, 2022 and will be shared between Texas Township and KVCC. Texas Township will pay 27% of the Service Fee, or \$27,810, and KVCC will pay 73%, or \$75,190, for this period.
 - i. Beginning July 1, 2022, and on each July 1 thereafter, CCTA may annually adjust the Service Fee, but shall not have any authority to adjust the ratio of the Service Fee shared between and paid by Texas Township and KVCC. Annual increases to the Service Fee, if any, shall be limited as follows:
 - 1) the increase shall not exceed the lesser of the most recently reported Inflation Rate Multiplier as reported annually by the State of Michigan Department of Treasury; and
 - 2) if the CCTA levies less than 0.90 mills within the CCTA boundaries, the annual Service Fee increase permitted by subparagraph (1) above will be reduced by the percentage actually levied less than 0.90 mills. For clarification, if the CCTA levies 0.85 mills (6% less than 0.90 mills), the Service Fee will be reduced by 6% after calculating any increase caused by the Inflation Rate Multiplier adjustment in subparagraph (1) above. The CCTA will determine the millage levy amount on an annual calendar year basis no later than May 15 of each year.
- c. **Payment Terms**. KVCC and Texas Township will each be invoiced separately, on a quarterly basis, after the Fixed-Route Service has been provided (i.e. CCTA will invoice KVCC and Texas Township on October 1 for the Fixed-Route Service provided during the July through September quarter.). The first invoice will be issued on October 1, 2021.
- 3. **Insurance**. CCTA will maintain the same level of property damage and liability insurance covering the Fixed-Route Service that they maintain for their other transit services. Texas Township and KVCC will maintain their current level of property damage and liability insurance on their respective properties and operations. Each party will, upon request, provide a certificate of its insurance to the other parties.

4. Loss Payment and Indemnification.

- a. To the extent permitted by law, each party shall defend, indemnify, and hold harmless each other party and its officers, directors, employees, agents, and other affiliates, from and against any and all damages, costs, liability, and expense, whatsoever (including attorneys' fees and related disbursements) arising directly or indirectly from the indemnifying party's breach (or breach by any of the indemnifying party's employees or other agents) of this Agreement, including without limitation all claims relating to the injury or death of any person or damage to any property.
- b. **Notice**. A party claiming a loss or right to indemnification must promptly give written notice of that claim to the indemnifying party as soon as reasonably

possible. The indemnifying party need not pay any loss to the extent that failure to give prompt notice materially adversely affects its ability to defend against the claim. The indemnifying party has the exclusive right to defend or settle the claim.

5. Term and Early Termination.

- a. **Term**. This Agreement is effective beginning July 1, 2021 and expires on June 30, 2026.
- b. Early Termination. The CCTA may jointly terminate this Agreement before the term expiration date, and Texas Township and KVCC may jointly do the same, by providing at least 90 days advance written notice of termination to the other parties, subject to the remainder of this subparagraph. If CCTA breaches this Agreement, then the Agreement may be terminated early only if KVCC and Texas Township agree. If KVCC or Texas Township breaches this Agreement, then the Agreement may be terminated early only by the CCTA.
- 6. **Default and Remedies**. A party is in default only if it fails to perform an obligation within 15 days after receiving written notice of default from one or both of the other parties. Upon a default, the innocent parties have all available remedies, including the right to terminate this Agreement to the extent permitted under section 5b.

7. General.

a. **Notice**. Any notice, consent or approval required or permitted to be given under this Agreement shall be:

i. in writing;

- ii. addressed to the recipient at the address of the recipient set forth on this Agreement's first page, or to such other address as that party may hereafter designate in writing to the other party; and
- iii. deemed to have been received upon (i) personal delivery, (ii) one business day after being deposited with Federal Express or another reliable, nationally-recognized overnight courier service for next day delivery or transmission, or (iii) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.
- 8. **Several Liability**. Texas Township and KVCC are severally responsible for their respective obligations under this Agreement.
- 9. **Assignment**. No party may assign its rights under this Agreement, except that CCTA may assign its rights as part of its transfer of assets under the Comprehensive Transition Agreement.
- 10. **No Waiver**. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of

any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

- 11. **Entire Understanding; Modification**. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to the subject matter of this Agreement.
- 12. **Severability of Provisions**. Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unenforceable or invalid, the balance of this Agreement shall not be affected and shall remain enforceable.
- 13. **Governing Law**. This Agreement shall be governed by the laws of the State of Michigan.

	Central County Transportation Authority
Dated:, 2021	By Sean McBride, Executive Director
	Texas Township
Dated:, 2021	By
	Its
	Kalamazoo Valley Community College
Dated:, 2021	By
	Its

Map and Current Route Schedule

Exhibit A



Agenda Item: 5 Meeting Date 05/10/21

TO:

CCTA and KCTA Boards

FROM:

Sean McBride, Executive Director

Prepared by: Kathy Schultz, Planning and Development Manager

DATE:

May 5, 2021

SUBJECT: Service Agreement Extension with Western Michigan University (WMU)

BACKGROUND

Metro has been providing public transportation on Western Michigan University's campus since 1998. In 2001, WMU entered into a contract with the CCTA to be the sole public transportation provider on campus and implemented additional bus service to the Parkview Campus off Drake Road and Parkview as well as Ring Road around WMU's main campus. The service agreement was entered into between the CCTA and WMU in July 2020 for a period of one year due to the uncertainty of the pandemic.

DISCUSSION

The WMU routes for the 2021/2022 school year will include Route 19-Ring, 25-Parkview and Route 21-Solon/Kendall. Routes 3-West Michigan and 16-Lovell will provide year-round service to campus.

The 2020-2021 Service Agreement Extension will go in effect August 1, 2021 to July 31, 2022. No changes are proposed from the 2020-2021 Service Agreement, and exhibits have been updated to reflect current operating hours for Routes 19 and 25.

RECOMMENDATION

It is recommended that the CCTA Board approve the extension of the 2020-2021 Service Agreement between Western Michigan University and the Central County Transportation Authority for a period of one year (August 1, 2021 to July 31, 2022) in the amount of \$1,150,000.

AGREEMENT BETWEEN WESTERN MICHIGAN UNIVERSITY AND

CENTRAL COUNTY TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES

THIS AGREEMENT made and entered into this 12th day August, 2020, by and between the Board of Trustees of Western Michigan University, hereinafter, "University" and the Central County Transportation Authority, hereinafter, "Metro".

RECITALS

- 1. Metro provides regular fixed-route bus service during published hours and at published frequencies; and
- Metro fixed-route bus service provides a satisfactory means of transporting many persons, including University students, faculty and staff, to and from their places of residence and the University campus; and
- The use of Metro fixed-route bus service by the University students, faculty and staff is advantageous to the University in terms of minimizing the needs for the University to construct costly parking facilities; and
- 4. The University wishes to encourage the use of Metro fixed-route bus service by University students, faculty and staff, and staff of other agencies subject to University parking regulations (hereinafter called "staff") by entering into this service agreement with Metro.

TERMS OF AGREEMENT

- Metro shall make available its established and regularly publicized fixed-route bus service without limit, to University students, faculty and staff upon presentation by such person of a valid WMU Bronco identification card.
- Metro shall continue to operate and maintain fixed-route bus service in accordance with established routing, daily service periods, and frequencies. This will include all current public transit services effective at time of commencement of agreement, including all current Metro fixed-route bus service. (Exhibits 1 and 2)
- 3. Metro shall provide fixed-route bus service that specially serves the University campus with connections to a loading zone for bus boarding and alighting. These routes will be available for general public utilization. Specific routes identified to provide service to the University campus only when the University classes are in session will include:
 - a. Route 21: Solon Kendall Lafayette
 - b. Route 19: Ring Road (Exhibit 4 and 5)
 - c. Route 25: Parkview (Exhibit 3 and 5)

The identified routes will be open to students, faculty and staff of the University as well as the public. These routes will be advertised as limited service and noticed through various outlets, including bus schedules, bus stops, social media and University and Metro websites. While campus routes are not operating, WMU students, faculty and staff will have access to all remaining Metro routes operating during that time period without limitation by showing a valid WMU Bronco identification card. Route 3 – West Michigan

and Route 16 - Lovell will provide public transportation to the University campus year-round.

- 4. Upon presentation, Metro shall honor a valid WMU Bronco identification card and accept it as a Metro bus pass when presented by University students, faculty and staff to Metro fixed-route bus drivers and agents. The University shall identify duly enrolled students and employed faculty and staff at the University campus through the issuance of a photo on the WMU Bronco identification card, clearly identifying their status at the University.
- 5. Metro shall also operate ADA-required paratransit service in accordance with federal regulations for individuals who, because of a disability, are unable to use regular public transit services. ADA fares are not prepaid under this agreement; however, WMU may purchase Metro Connect coupons for distribution to individuals certified to use ADA paratransit services at the applicable fare. Passengers are responsible for depositing payment in the farebox at the time service is received using Metro Connect vehicles.
- 6. In providing and furnishing said bus service, Metro shall act solely in the capacity of and as an independent contractor and not as an agent or employee of the University. All facilities and equipment used in said bus service shall be owned and retained by Metro, and all bus drivers shall be employees or agents of Metro, and not employees of the University. The University shall not exercise any control or supervision over the drivers of the buses used in said service, who shall be subject solely to Metro's supervision and control. The University will reserve the right to make recommendation and changes, but the final say will remain with Metro.
- 7. Metro will meet all ADA requirements on all buses including announcements. Metro will also provide a GPS tracking system for all routes which will be accessible via Apple and Android phone applications. Trip planning is available through Google Maps/Transit as well as an online app and website managed by Metro.
- At all times during which Metro provides public transit service as outlined herein, it shall carry a policy of auto fleet insurance conforming to the Michigan No-Fault statutes and providing liability limits of not less than \$10 million per occurrence for bodily injury and property damage liability. Metro shall carry general liability insurance of not less than \$2 million per occurrence, \$4 million aggregate. The policy shall be with a carrier acceptable to the University and shall name the University as additional insured as their interests may appear. University shall be notified not less than 30 days before cancellation or no-renewal of said policy.
- 9. Metro shall indemnify, defend, and hold the University harmless for any and all claims caused by the negligence or intentional misconduct of Metro or any of its employees, acting within the scope of their employment. However, Metro does not waive any legal defenses it may have, including the defense of governmental immunity. The University shall indemnify, defend, and hold CCTA harmless for any and all claims caused by the negligence or intentional misconduct of University employees, acting within the scope of their employment. However, the University does not waive any legal defense it may have, including the defense of governmental immunity. The University and CCTA shall investigate the responsibility and liability for any personal injury or damage to property of CCTA or the University arising from the transit service provided under this Agreement.
- Metro shall specifically notify the University of significant changes in public transit fixedroute services and/or frequencies on any Metro routes that service downtown City of

AGREEMENT BETWEEN WESTERN MICHIGAN UNIVERSITY AND CENTRAL COUNTY TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES Page 3

Kalamazoo and routes specifically connecting the University to areas within and outside the University campus. These routes are to include:

- a. Route 3: West Michigan
- b. Route 16: Lovell
- c. Route 21: Solon Kendall Lafayette
- d. Route 25: Parkview (Please note two bus routes as identified in Exhibit 5)
- e. Route 19. Ring Road (Please note one route as identified in Exhibit 5)
- 11. In consideration for providing the above services to the University, Metro shall receive from the University the total amount of \$1,150,000 for the period August 1, 2020 through July 31, 2021.
- 12. The \$1,150,000 sum in section 11 shall be paid in two equal payments, (one at the beginning of the fall semester and one at the beginning of the spring semester). Each of the payments shall be preceded by the submitting of an invoice by Metro to the University, for which invoice shall be sent to WMU Director of Auxiliary Services, 4th Floor Moore Hall-Mail Drop 5215, 1903 W. Michigan Avenue, Kalamazoo, MI 49008. Payments shall be received by Metro within 30 days of the mailing date of the invoice.
- 13. Both the University and WMU must mutually agree, in writing, if additional routes are determined to be added to best serve the University. Metro will provide these routes if route demand supports such a need and that there are available resources to provide services. The additional service will be added as soon as feasibly possible with the understanding that there may be limiting factors like the availability of qualified and trained staff. The cost of additional service is \$68.00 per hour of service. The University reserves the right to reduce all routes that specially serves the University campus which include Route 21, Route 25 and Route 19. This reduction in service will also reflect a reduction of cost at \$68.00 per hour of service.
- 14. Metro will provide special service for athletic events that include home football and home basketball games. The specific schedule of needed services to games will be mutually agreed once season schedules and rules for attendance in response to Covid-19 are finalized. The University will be invoiced \$100.00 for each hour of service per bus.
- 15. Metro will brand five buses that include the WMU logo. The bus branding is depicted in Exhibit 6. The five buses will be assigned to routes serving the WMU campus. There are times these buses will not be available due to maintenance, repairs and other reasons.
- 16. This agreement shall be in effect from August 1, 2020 through July 31, 2021.
- 17. This contract will consider the Covid-19 virus and the guidance of Federal, State and local authorities. Service may be limited, altered or suspended as required and Metro and the University shall not be held liable for adhering to mandated Federal, State and local guidelines or for altering service to protect the safety of Metro and/or University employees and passengers.
- 18. Dispute Resolution.
 - a. Informal Procedures. If at any time during this Agreement either Party fails to perform its obligations under this Agreement, The dissatisfied Party ("Complainant") may notify the other Party ("Respondent") of its dissatisfaction in

writing, indicating in specific detail the nature and basis of its dissatisfaction (the "Notice of Complaint"). The Parties agree to resolve any dispute regarding this Agreement in accordance with Section 18. After receiving a written Notice of Complaint, the Respondent shall have forty-five (45) days to remedy the situation giving rise to the complaint.

If unable to resolve the dispute within the first fifteen (15) days, each Party must submit the dispute to a senior administrator or executive within that Party's organization who will attempt in good faith to resolve the dispute.

Unless the dispute precludes performance, while the dispute is being resolved, the Parties will continue performing their obligations under the Agreement during the fifteen (15) day period, and for thirty (30) additional days after the dispute's submission to the Parties' senior administrators and/or executives. A dispute involving only amounts due or payment thereof shall not be deemed to preclude performance.

- b. Formal Proceedings. The Parties agree not to institute litigation to resolve any dispute until (1) both Parties' senior executive or administrators determine they are unlikely to resolve the dispute, (2) a Party fails to respond to the Notice or other resolution request within fifteen (15) business days of receipt, or (3) after forty-five (45) days have passed since the Complainant's delivery of Notice to Respondent. A Party may institute formal proceedings before (1) or (2) occurs only if necessary: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party is seeking a temporary restraining order or other injunctive relief, having determined that is the only adequate remedy.
- c. Termination for Cause. If the Complaint is not resolved to the reasonable satisfaction of the Complainant within forty-five (45) days after Notice of Complaint is delivered, the Complainant may terminate this Agreement upon forty-five (45) days written notice.
- d. Notices. All notices to Metro may be directed to the Executive Director at 530 N. Rose Street, Kalamazoo, MI 49007. Notices to the University may be sent to the Director of Auxiliary Services, Western Michigan University, 4th Floor Moore Hall, Mail Drop 5215, 1903 W. Michigan Avenue, Kalamazoo MI 49008.
- 19. The University specifically has the right to exercise the remedies in Paragraph #18, including termination rights, in the event that changes in schedules and/or frequencies in the fixed route system inhibits, in the good faith discretion of the University, the ability of University students, faculty and staff from using the bus system for travel to and from the University. In that event, the University may request a reconsideration of the contract rate, in addition to the rights outlined in Paragraph #18 above. In the event Metro and the University cannot agree to a revised contract rate, the Agreement shall be subject to termination based on 45 days advance written notice supplied by either party to the addresses in Paragraph #17 of this Agreement.
- All accounts shall be settled on a prorated basis in the event of the termination of the Agreement prior to full term.
- 21. Each party to this Agreement shall, through the various means available to each, publish

AGREEMENT BETWEEN WESTERN MICHIGAN UNIVERSITY AND CENTRAL COUNTY TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES Page 5

mutually agreed upon information regarding the services provided pursuant to this Agreement. Each party to this Agreement shall bear its full cost of publishing such information on its own publications. Joint University/Metro information and marketing covering services provided pursuant to this Agreement will be given access to University communications channels.

- Ridership reports detailing University rides will be provided daily at the beginning of the semester to determine route adjustments if necessary. Monthly ridership reports will be submitted to the University.
- All cash fares and other revenue collected in the operation of said bus service shall be retained by Metro.
- 24. Metro will exercise due diligence to adhere to the published time schedules, but deviations due to variations in traffic, weather, road conditions, or mechanical breakdown shall not be deemed to be a violation of this Agreement as long as they do not result in material disruption of services. Metro shall not be held liable for its inability to provide service due to acts of God, acts of terrorism, labor strikes epidemic, pandemic or any other natural or man-made conditions beyond its control. The University also will be relieved of its financial obligation during this time period of Force Majeure.
- 25. This Agreement is made solely for the benefit of the above-named parties, and not for the benefit of any third person; no action or defense may be founded upon this Agreement except by the parties' signatory hereto.
- 26. This Agreement supersedes and replaces all former Agreements and Letters of Agreement or Understandings between Metro and the University regarding the provision of pre-paid fares for public transit services offered by Metro.

AGREEMENT BETWEEN WESTERN MICHIGAN UNIVERSITY AND CENTRAL COUNTY TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES Page 6

to be executed in their

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their
respective names and behalf of the duly authorized officers and agents and their respective seals to be affixed, this
seals to be affixed, this day of, 2020.
CENTRAL COUNTY TRANSPORTATION ALITHORITY
Metro CENTRAL COUNTY TRANSPORTATION AUTHORITY
11/10
By:
Its: Executive Direction
Attest: B. Blissell
THE BOARD OF TRUSTEES
Western Michigan University
By: Collein Starfx
Its: Assistant Treasurer
Attest: Q. Heilmann
/ /

Exhibit 1 2021 Metro System Route (as of April 27, 2021)

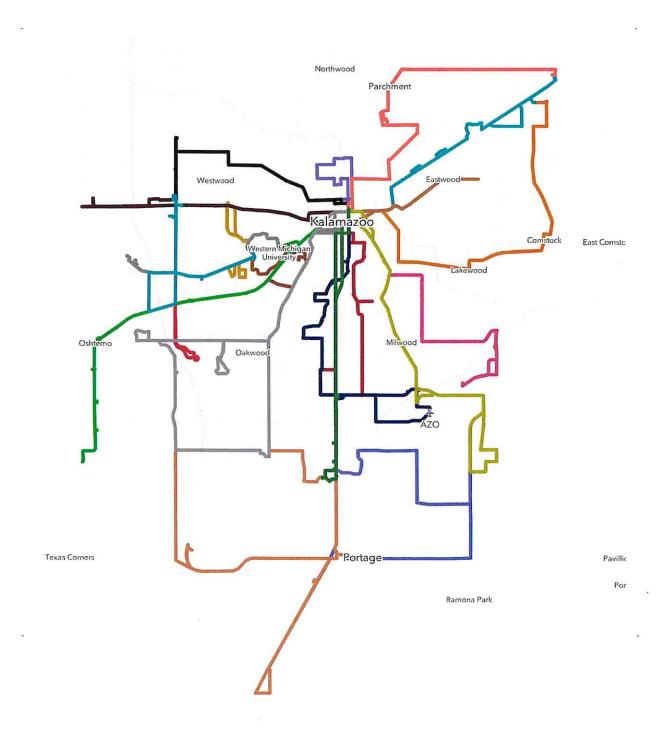


Exhibit 2 2021 Metro Routes on University Main Campus (as of April 27, 2021)



Exhibit 3 2021 Metro Route Serving Parkview Campus (as of April 27, 2021)

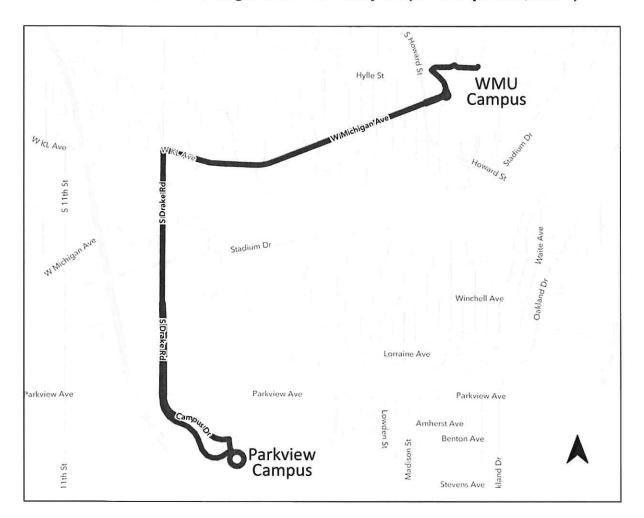
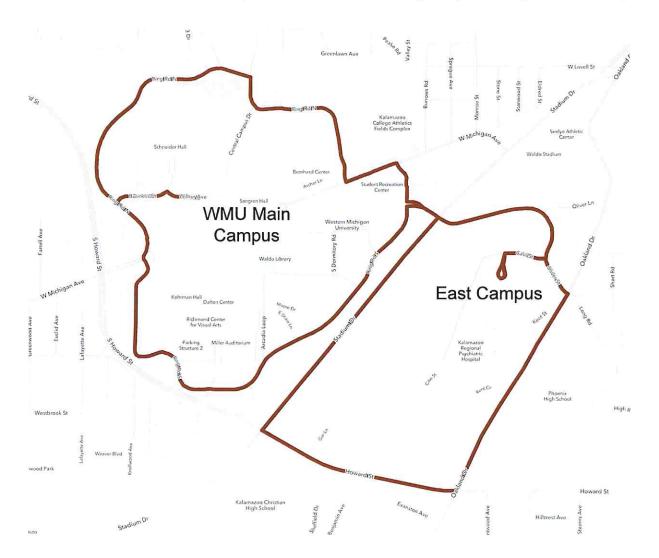


Exhibit 4 2021 Metro Route Serving Main and East Campus (as of April 27, 2021)



AGREEMENT BETWEEN

WESTERN MICHIGAN UNIVERSITY AND CENTRAL COUNTY TRANSPORTATION AUTHORITY
FOR PUBLIC TRANSPORTATION SERVICES
Page 11

Exhibit 5

Summary of University Routes and Operation by Semester (as of April 27, 2021)

25 Parkview Campus

Fall and Winter Semesters (September 1-April 30, 2022)

Monday - Thursday when WMU Classes are in Session

Bus 1 6:45AM-10:00PM Arriving at Rood Hall and Parkview Campus every 45 minutes
Bus 2 7:05AM-9:00PM Arriving at Rood Hall and Parkview Campus every 45 minutes

Friday when WMU Classes are in Session

Bus 1 7:05AM-9:20PM Arriving at Rood Hall and Parkview Campus every 45 minutes
Bus 2 NO SERVICE

No service to Parkview Campus when WMU not in session 2021/2022

September 6

October 20, 21, 22

November 25, 26

December 20 - 31

January 1 - 9; 17

March 7-13

No Saturday or Sunday Bus Service

Summer (May 9-August 19, 2022)

Monday - Thursday when WMU Classes are in Session

Bus 1 7:05AM-7:20PM Arriving at Rood Hall and Parkview Campus every 45 minutes

Friday when WMU Classes are in Session

Bus 1 7:05AM-2:20PM Arriving at Rood Hall and Parkview Campus every 45 minutes

No service to Parkview Campus when WMU not in session 2022 May 2-8; 30

July 4

No Saturday or Sunday Bus Service

19 Ring Road

Fall and Winter Semesters (September 1-April 30, 2022)

Monday - Thursday when WMU Classes are in Session

Bus 1 8:00AM-9:55PM

Arriving at Rood Hall and East Campus every 30 minutes

Friday when WMU Classes are in Session

Bus 1 8:00AM-6:55PM

Arriving at Rood Hall and East Campus every 30 minutes

No service to Main and East Campus when WMU not in session 2021/2022 September 6 October 20, 21, 22 November 25, 26 December 20 - 31

January 1 - 9; 17

March 7-13

No Saturday or Sunday Bus Service

Summer (May 9-August 22, 2022)

Bus 1 8:00AM-4:55PM

Arriving at Rood Hall and East Campus every 30 minutes

Monday - Friday when WMU Classes are in Session

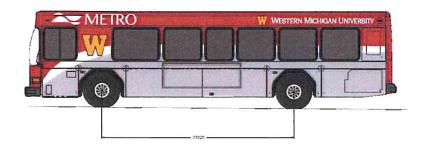
No service to Main and East Campus when WMU not in session 2021/2022 May 2-8; 30 July 4

No Saturday or Sunday Bus Service

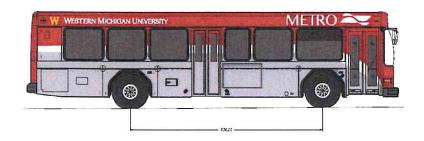
AGREEMENT BETWEEN WESTERN MICHIGAN UNIVERSITY AND CENTRAL COUNTY TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES Page 13

Exhibit 6

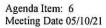
Metro Branded Buses with Western Michigan University Logo (as of July 8, 2020)













TO:

CCTA and KCTA Boards

FROM:

Sean McBride, Executive Director

Prepared by: Kathy Schultz, Planning and Development Manager

DATE:

May 5, 2021

SUBJECT: 2022

2022 Comprehensive Operations Analysis

BACKGROUND

A Comprehensive Operations Analysis is a study most transit agencies complete to do a complete look at the existing public transportation system in place and identify service improvements, often route by route, as well as future planning efforts to focus transit operations and planning over a period of time. In 2009 and 2010, Metro hired Perteet, a consultant out of Seattle, Washington, to conduct a Comprehensive Operations Analysis (COA) of Metro's fixed route system as well as the Metro Connect system. Recommendations for short-range and long-range implementation were developed and included public input as well as input from drivers, staff, and boards. Several major recommendations have been implemented including night service and Sunday service. The final report is available at kmetro.com under Documents/Reports.

DISCUSSION

Since it has been ten years since the last COA, staff will be developing a Request for Proposals to hire a consultant this summer with an anticipated completion date in 2022. As part of the COA, the consultant will look at the existing service for Metro and Metro Connect and make service recommendations, such as stop adjustments, service times, and routing. The COA will provide recommendations on cost-neutral, short-term and long-term improvements to the system. These scenarios will have cost projections as well for future capital and operational costs.

The updated COA will also address potential projects such as new transfer points within the system, consideration of express routes, hub and spoke routes versus grid system routes, the viability of microtransit and other public transportation options implemented in communities the size of Kalamazoo.

The COA includes a public involvement element where comments will be sought from the drivers and staff at Metro as well as the community partners, riders and the board. Stakeholder meetings will be important in the development of the COA. Information on the COA will ideally be provided in various forms to gather input from a wide range of audiences.

The development of the Comprehensive Operations Analysis Request for Proposals is currently taking place with the RFP scheduled to be released in June. With that, staff plans to bring a recommendation for a consultant at the August 2021 meeting. Funding for the COA will come from the Capital budget line item.

A presentation will be provided at the May 10th meeting highlighting the study. Attached is a PowerPoint of the presentation.

RECOMMENDATION

This item is being presented for information and discussion only at this time.

2022 Comprehensive Operations Analysis

May 10, 2021

CCTA/KCTA Board

Presentation

1

What is a Comprehensive Operations Analysis?

- A study most transit agencies complete
- Comprehensive look at the existing public transportation system in place
- · Recommend service improvements
 - Often route by route
- Identify future planning efforts to focus the transit operations and planning efforts over a period of time
- Last Completed by Perteet in 2010 (8 months)

2010 Route-By-Route Recommendations Exhibit 3 - Preferred Short-Range Fiscally Constrained Alternative

Route	Proposed Short-Range Changes
1	No change
2	Move to Portage St between downtown and Vine St
3	Discontinue The Point Apts. (replaced by Route 16) and Westland Meadows; operate same route pattern all trips; reduce to 60 min frequency
4	Discontinue daily night service after 8:15pm
5	No change
6	Bi-direction on Burdick; extend to Gull Walmart via G St; replace Douglas/Pitcher loops with new Route 17; discontinue daily night service after 6:15pm; adjust afternoon departures to 0.45
7	Extend to Maple Hill Mall via Grand Prairie and Central High School; nights and Saturday, reduce to 60 min frequency
8	Adjust afternoon departures to 0:45 to alternate with Route 2; serve MRC with all trips when open; discontinue Kirsten Court and Milwood JHS deviations
9	Discontinue inbound deviation via New Horizons
10	Move inbound Mayor's Riverfront Park stop to King Hwy
11	Improve to 30 min frequency 7:45am-5:15pm weekdays; discontinue Bronson deviation
12	Operate bi-directionally via inbound route; reduce to weekday peak-periods only (6:15am- 8:15am; 2:15pm-6:15pm)
13	Operate bi-directionally via Bronson Hosp.; serve FIA and Goodwill deviation only when oper nights and Saturday, extend from Meijer Store to serve Duke corridor in place of Route 12: after MRC moved and boarding activity shows decline, discontinue deviation from Burdick
14	Extend to 9th St Walmart; discontinue Drake deviation
15	Discontinue outbound routing via Ransom and Park
16	Extend to The Point Apartments to replace Route 3
17 New	New peak-period only route serving Oouglas/Pitcher area of Route 6; two round trips peak- periods
26	Discontinue; replace with new 26/28
27/28	Discontinue; replace with new 27/29
26/28 New	Route 26/26 thru-route; bi-directional routing from Rosewood to Shaver Meijer Store via Crossroads Mall
27/29 New	Route 27/29 thru-route; from Maple Ridge complex via Romence and Crossroads Mall to SW Portage area daily until about 6pm

3

2010 Long Range Recommendations Exhibit 4 - Preferred Long-Range Alternatives

Route	Proposed Long-Range Changes
2	Add 30 min peak-period frequency
3	Weekdays during the day, add 30 min frequency and extend to downtown; alternate trips with Route 16
4	Add 30 min peak-period frequency
5	Daily, extend to Gull Walmart; reduce to 60 min frequency nights and Saturdays
6	Add 30 min peak-period frequency
8	Add 30 min peak-period frequency
16	Extend to 9th St Walmart
Night Service	Expand the span of night service on Route 1, 2, 7, 9, 11, 14, 15 and 16
Sunday Service	Add Sunday and holiday service on Routes 1, 2, 7, 9, 14, 15 and 16
Vicksburg & Schoolcraft	Add commuter trips to and from Kalamazoo (2am/2pm trips)
Richland	Add commuter trips to and from Kalamazoo (2am/2pm trips)
Augusta & Galesburg	Add commuter trips to and from Kalamazoo (2am/2pm trips)

Ten Year Vision Plan Tie-In

- Ten Year Vision Plan: Completed in 2015
 - Completed by SRF Consulting Group
- General overview of system
 - Not route by route study and recommendations
 - Observations of Administration, Operations, Facilities, and Maintenance
- Peer Review to Other Systems Size of Metro
 - Showed 94% of transit supportive areas in the Kalamazoo Urbanized
 Area are within ¼ mile of bus route
- Stakeholder Input
 - Review of Strengths, Weaknesses, Opportunities
- Short-, Mid-, and Long-Term Recommendations
- Document available at www.kmetro.com/resources/documents

5

Objectives

Analysis of existing services and identify potential markets

Evaluate passenger facilities and amenities and locations where needed

- Transfer points and centers
- · Bus shelters and benches

Look at service efficiency and effectiveness

- Recommendations for improvements to improve vidovable.
- Done route by route

Recommend service to meet growth in community

User friendly, innovated solutions and technology

Review based on environmental justice and economic develop area

- · low income
- car dependent
- · business growth areas

Provide cost neutral, short- and long-range service and financial plans

Gathering Input Throughout Development

Stakeholder Groups Involved Early in Process of Development

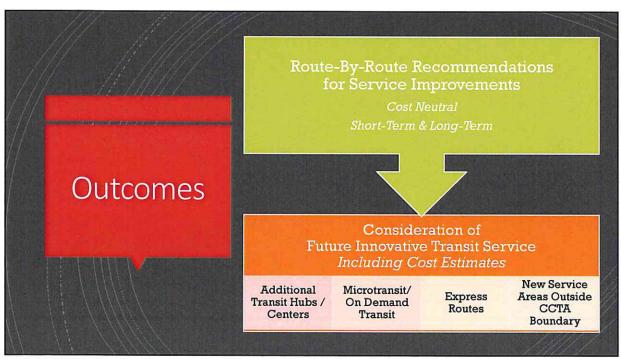
- Riders of System
- Businesses
- Social Agencies
- · Staff
- CCTA and KCTA Boards

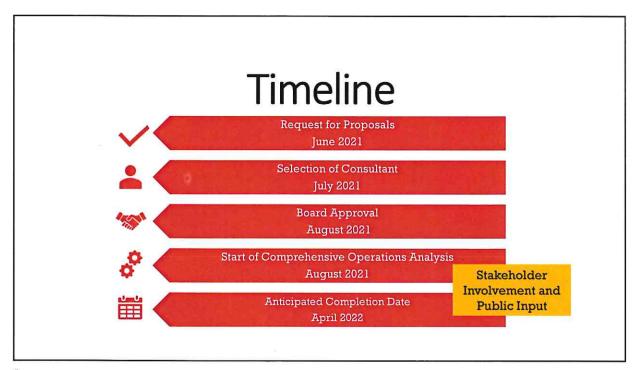
In Person

- · At Metro Offices
- Other Sites in Kalamazoo County
- Surveys on Bus and KTC

Online

- Facebook
- Website
- Consultant Recommended Sites







Agenda Item: 7 Meeting Date 05/10/21

TO:

CCTA & KCTA Boards

FROM:

Sean McBride, Executive Director

Prepared By: Greg Vlietstra, Deputy Director of Support Services

DATE:

May 4, 2021

SUBJECT:

Wheelchair Ramps Purchase

BACKGROUND

Each Metro fixed-route bus contains a wheelchair ramp that folds out from the floor of the front entrance and meets the Americans with Disabilities Act (ADA) requirements. This requested purchase is for eight (8) Lift-U Model LU18 wheelchair ramps to replace existing ramps which are near the end of useful life.

DISCUSSION

The average life expectancy of the current style of wheelchair ramp is approximately six years. As well as an increasing likelihood of repairs needed for older models, some of the parts can also become structurally fatigued after years of use.

With the assistance of the City of Kalamazoo Purchasing Department, sealed bids were solicited and opened on April 29, 2021. Gillig, LLC (Livermore, CA) was the lowest responsive and responsible bidder. Metro has been satisfied with the product, pricing, and service in the past.

The Model LU18 offers a two-position interior floor, that when deployed to most curbs maintains a level entrance into the bus; and when deployed to street level a portion of the interior floor automatically lowers on an incline to offer a 1:6 slope for easier passenger boarding. The LU18 facilitates a load capacity of 1,000 pounds, which exceeds ADA requirements. The LU18 is electrically operated and controlled. Hydraulics are not required for operation. All major ramp components including the ramp plate are manufactured out of stainless steel for corrosion resistance. Aluminum is not used to avoid galvanic corrosion (www.lift-u.com/products/transit/lu18).

Metro has secured federal funding under the FTA's capital discretionary Section 5307 Program for the proposed purchase. This capital grant was planned through the KATS Transportation Improvement Program and will be provided to Metro through 80% Federal (FTA) and 20% State (MDOT) funding. No Metro general fund dollars will be used for this purchase.

RECOMMENDATION

It is recommended that the CCTA and KCTA Boards approve a contract with Gillig, LLC for the purchase of eight wheelchair ramps in the amount of \$56,137.12 and authorize the Executive Director to execute documents related to this action on behalf of Metro.

Attachments:

Bid Tabulation

CENTRAL COUNTY TRANSPORTATION AUTHORITY

Bid Opening: April 29, 2021 @ 3:00 PM Bid Ref #: 95510-151.0; Lift U Wheelchair Ramps

Opened by: Michelle Emig

THIS IS NOT AN ORDER

Attended by: Covid -19 - NO PUBLIC BID OPENINGS

Recorded by: Michelle Emig

TOTAL AMOUNT \$56,137.12 Gillig Ramps (Qty of 8 Total) Lift-U Model LU18 DESCRIPTION



Agenda Item: #8 Meeting Date: 05/10/21

Connecting People Throughout Kalamazoo County

TO: CCTA and KCTA Boards

FROM: Sean McBride, Executive Director

DATE: May 5, 2021

SUBJECT: Executive Director Update

COVID-19 and Service Update

 Since March 15, 2021, there have been eight positive cases with Metro employees and twelve additional employees that were quarantined. All 20 employees have now returned to work as of the last couple days.

There is no definitive target date to remove the barriers between the Coach Operators and the
passengers. With the barriers still being in place, we will continue to not collect fares. With increased
Covid-19 cases in the community there is no current timeline to start collecting fares.

Triennial Review

Every three years the Federal Transit Administration conducts a broad and comprehensive review of each transit system's compliance with federal grant requirements and overall management practices. Areas of review include financial management, maintenance, procurement, civil rights, compliance with the Americans with Disabilities Act (ADA), drug and alcohol program and several other areas. Metro staff met via ZOOM with the reviewer on May 5th and 6th. A final exit meeting was held on April 22nd. The review consisted of reviewing over 500 separate and specific areas for compliance. Metro had two items identified for the reviewer to be addressed. Overall, staff needs to be commended for there work with the Triennial Review process and their diligence in working hard to comply with the multitude of Federal rules and requirements in their everyday work.

Human Resources

The following have been hired or promoted:

- DeWayne Davis rehired part-time Coach Operator, left in 2019.
- Duane Jackson rehired Coach Operator, left in 2005.
- Marcus Payten hired as a B Mechanic
- Naomi Jones promoted from Coach Operator to Operations Supervisor, 19 years with Metro.
- Shirley Russell promoted from Coach Operator to Operations Supervisor, 22 years with Metro
- Michael Clark promoted Coach Operator to Operations Supervisor, 4 years with Metro

Currently, there are four additional full-time Coach Operator candidates currently being vetted. Those that pass all pre-employment testing are anticipated to a start date in early June.

KTC Security Reports

Attached is the Security Report from the County Sheriff's Department and Terecita Potts, Senior Operations Supervisor, .

Attachments

- 1. County Sheriff's April KTC Security Report
- 2. Metro's KTC April Security Report

KALAMAZOO COUNTY SHERIFFS OFFICE APRIL 2021 MONTHLY KTC REPORT DEPUTY MICHAEL STADEL

CASES:
2- RESISTING/OBSTRUCTING
2- TRESPASSING
BANS:
AND WERE TRESPASSED FROM KTC PROPERTY
NOTABLE CASES:
There have been two cases of resisting and obstructing on KTC grounds for the month of April. First one involved who refused to leave the property after trying to start a fight with a customer at Bay 1. appeared to have some mental health issues and appeared to be under the influence of narcotics. After was ordered several times to leave, began to make threats towards me. At this time, I made a decision to arrest for Disorderly and Trespassing. As Kalamazoo Department of Public Safety (KDPS) arrived on scene, I attempted to place under arrest began to resist and had to be taken to the ground by myself and two other city officers. Suring the arrest fill sustain an injury and to my back and was on medical leave for a week.
The other incident involved who threatened a female bus driver after he was told to leave the bus. was carrying pop cans and was told to throw them away or he won't be riding the bus. i refused and as he was leaving the bus threatened the driver. I ordered to leave the property in which he refused. As I followed around the KTC property ordering him to leave, stopped and took a defensive stance and yelled that he was going to fight me. At this time I displayed my Taser at and ordered him to the ground in which he did. Both cases are under review by the prosecutor's office.
DEPUTY MICHAEL STADEL
3951

April 2021 KTC Security Report Prepared by Terecita Potts Senior Operations Supervisor

Overview:

During the month of April, Metro reduced service on Saturdays to 5:30am-6:15pm and maintained limited occupancy opening of the Transportation Center. Security Plus presence was continued with wo officers present from 8am till 10:30pm. The County Sheriff's onsite security presence continued from 10a to 10p Monday through Saturday and 10a to 6p on Sundays.

Activity Summary for April

KPS Calls-1

1- Passenger hit bus window causing damage.

EMS Calls

- 1- Call was made for medical assistance
- a. Passenger having chest pains

Other Activities

Walked around the administration building and check all doors are secure and check for loiterers, open intoxicants, marijuana use or individuals using drugs, sleepers and individuals trespassing. This month gave several reminders to customers to pull their masks up over their nose and mouth, even gave out mask so that customers could access the building. As the weather gets warmer we've assisted the sheriff with fights in the bays a little more.

Over site of passengers entering KTC building, boarding trains and inter-city bus arrivals & departures, and Metro Coaches (especially monitoring bus passenger limits due to social distancing requirements and redirecting passengers to kicker bus or other routes)

Directed passengers to the proper smoking areas and to follow the rules of conduct



Agenda Item: 8b Meeting Date: 05/10/21

TO:

CCTA and KCTA Boards

FROM:

Sean McBride, Executive Director

Prepared By: Cheryl Pesti, Budget and Accounting Manager

DATE:

April 26, 2021

SUBJECT:

March 2021 Income & Expense Statement

BACKGROUND

The Income and Expense Statement is an internal document which is used to measure the CCTA's financial performance. The budget is used as a comparison for perspective.

We are currently within budget.

Some areas to highlight:

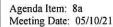
- Both the urban millage (CCTA) and county-wide millage (KCTA) are due in February and September. At this point we have collected \$3,281,755 (46%) of the FY21 millage.
- Due to the Covid-19 pandemic, Metro's Fixed-Route and Metro Connect are not currently
 collecting fares. However, we are still receiving the WMU, Texas Township, and Oshtemo contract
 funds.
- The FTA operating assistance revenue is accrued at the end of the year (September).
- The average price for a gallon of diesel fuel in March 2020 was \$1.53 and in March 2021, it was \$1.98. This is a 29% increase.
- Total operating expenditures for Metro year-to-date are 42% of the total budgeted amount.

Attachment:

1. March 2021 Income & Expense Statement



VILINO	FY 2021 CCTA Board Recommended Budget	March 2021	Year to Date FY 2021	Year to Date %	Monthly Funding %
STATEMENT OF INCOME AND EXPENSE				50%	
Operating Revenue					
Fare Revenue					
Regular Route Cash	515,000	9.50	172.80	0%	0%
Metro County Connect Fares	193,498	0.00	0.00	0%	0%
Specialized Services Fares		0.200.200			
Metro County Connect - Access Fares	119,783	0.00	0.00	0%	0%
Tokens	236,250	20.00	19,330.00	8%	0%
Charters	0	0.00	0.00	0%	0%
Pass Sales	182,100	60.75	311.00	0%	0%
WMU Prepaid Fares	1,150,000	0.00	(19,856.00)	-2%	0%
Texas Twp/KVCC Prepaid Fares	95,185	0.00	21,462.00 33,896.06	23% 99%	1%
Oshtemo Twp Contract	34,129 2,525,945	16,948.03 17,038.28		2%	1%
	2,525,945	17,038,28	55,315.86	2%	1%
Other Revenue			40 000 40	7501	-01
Advertising	54,000	5,154.90	40,292.40	75%	0%
Intermodal Operations	136,000	750.00	19,667.92	14%	0%
Miscellaneous Revenue	23,700	45,931.89	94,735.71	400%	2%
Commission Revenue - Ticket Sales	30,000	4,213.01	6,622.12	22%	0%
Interest Income	13,000	18.40	774.07	6%	0%
ii ii	256,700	56,068.20	162,092.22	63%	3%
Urban Millage (CCTA)	4,303,895	847,314.82	1,746,542.24	41%	41%
County-wide Millage (KCTA)	2,874,265	355,186.16	1,535,213.18	53%	17%
MDOT - Operating	5,140,727	521,139.00	3,203,390.00	62%	25%
FTA - Operating	1,462,018	0.00	22,457.00	2%	0%
Provision for Depreciation	2,900,000	259,989.88	1,579,266.37	54%	13%
TOTAL OPERATING REVENUE	19,463,550	2,056,736.34	8,304,276.87	43%	100%
Operating Expenses by Division	<u> </u>			£	
	7 070 000	F74 000 F0	2 040 727 00	400/	
Administration/Overhead	7,076,002 821,717	571,929.52 75,485.55	3,048,737.88 370,125,79	43% 45%	
Kalamazoo Transportation Center Operations Maintenance	3.032.139	312.742.10	1.592.903.33	53%	
Name of the second seco				39%	
Operations	7,769,924	690,754.14	3,019,389.58	40%	
Metro Connect Metro Share	4,636,518	392,342.09 3,487.08	1,873,157.18 23,075.50	34%	
TOTAL OPERATING EXPENSE	68,452 23,404,752	2,046,740.48	9,927,389.26	42%	
TOTAL OPERATING EXPENSE	23,404,752	2,040,740.48	9,921,369.26	42%	
NET (UNFUNDED) BALANCE for period	(3,941,202)	9,995.86	(1,623,112.39)		





TO:

Central County Transportation Authority and Kalamazoo County Transportation

Authority

FROM:

Sean McBride, Executive Director

Prepared By: Cheryl Pesti, Budget and Accounting Manager

Kathy Schultz, Planning and Development Manager

DATE:

May 5, 2021

SUBJECT: March 2021 Information Summary Report

The following is being provided to the Central County Transportation Authority and Kalamazoo County Transportation Authority boards as an information item.

BACKGROUND

		Monthly Ridership		
	Bus	Metro Connect	Metro Share	System Total
FY21	140,679	7,970	72	148,721
FY20	158,855	9,168	1,774	169,797
Difference	(18,176)	(1,198)	(1,702)	(21,076)
% Change	(11%)	(13%)	(96%)	(12%)

		Year-to-Date Ridership		
	Bus	Metro Connect	Metro Share	Oct 20-Sept 21 System Total
FY21	696,446	40,416	489	737,351
FY20	1,341,577	77,529	18,529	1,437,635
Difference	(645,131)	(37,113)	(18,040)	(700,284)
% Change	(48%)	(48%)	(97%)	(49%)

WHEELCHAIR LIFT/RAMP INCIDENT REPORT - March 2021

No data for March

WMU STUDENT RIDERSHIP REPORT – March 2021

No data for March

DEMAND/RESPONSE MONTHLY SUMMARY REPORT – March 2021

For the month of March 2021 there were 7,970 passenger trips on Metro Connect. This is a total of 40,416 passenger trips for fiscal year 2021.

SUNDAY RIDERSHIP REPORT

Month	FY 2020 # of Sundays	FY 2020 Rides	Avg. Rides/ Sunday	FY 2021 # of Sundays	FY 2021 Rides	Avg. Rides/ Sunday	% Change
October	4	10,673	2,668	4****	1440	360	-86.50%
November	4	10,480	2,006	5****	0	0	-100%
December	5	12,126	2,425	4****	0	0	-100%
January	4	9,789	2,447	5****	0	0	-100%
February	4	10,686	2,672	4****	0	0	-100%
March	5*	9,955	1,991	5****	0	0	-100%
April	4*	0	0				
May	5*	0	0				
June	4**	4,142	1,380				
July	4***	2,501	625				
August	5***	5,950	1,190				
September	4***	6,082	1,520				
Total	52	82,384	19,014				

^{*} COVID-19 Service Adjustments Started March including no Sunday service.

^{**} Bus Service did not operate on 6/7/2020. There was Bus Service on 6/14/2020, 6/21/2020 and 6/28/2020.

^{***} Bus Service is operating on Sundays with COVID-19 service adjustments.

^{****} Bus service only operated on 10/4/2020 before reduced service was put into place.

^{*****}No Sunday Bus Service due to COVID-19 service reductions

KALAMAZOO METRO TRANSIT SYSTEM RIDERSHIP ANALYSIS March 2021

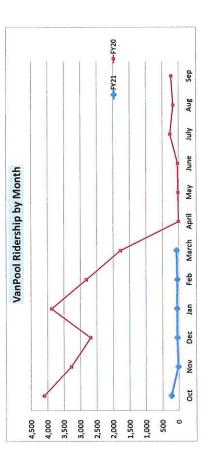
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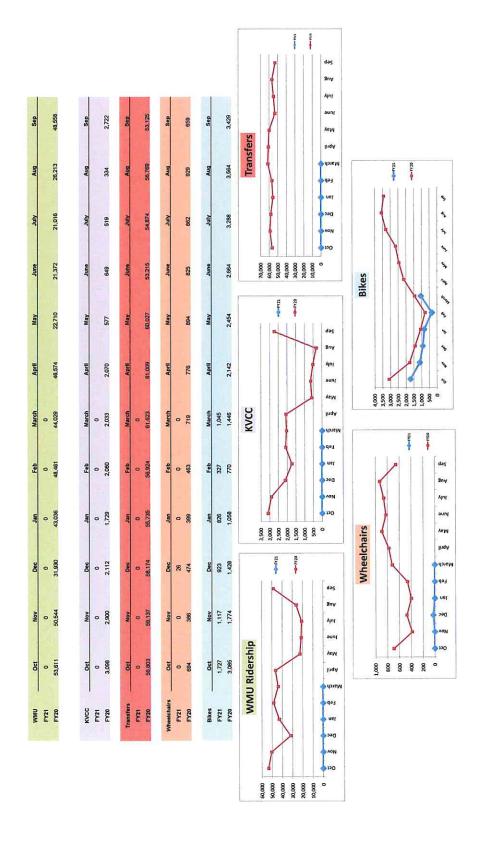
				Month to Date	Date					Year to Date	Date		FC-1100EM
		# of Rides	lides	Increase /	Rides per hour	er hour	Increase/	# of Rides	ides	Increase /	Rides per hour	er hour	Increase /
Route #	Route	FY21	FY20	decrease	FY21	FY20	decrease	FY21	FY20	decrease	FY21	FY20	decrease
2	Westnedge	21,259	22,605	-5.95%	28.43	26.21	8.48%	99,627	180,888	-44.92%	28.83	37.05	-22.19%
05	Portage	7,749	10,625	-27.07%	18.76	16.36	14.72%	43,777	82,625	-47.02%	21.62	22.42	-3.57%
83	West Michigan	5,163	4,336	19.07%	12.52	8.48	47.69%	25,277	38,351	-34.09%	12.02	13.03	-7.75%
94	Oakland	4,242	4,831	-12.19%	10.25	9.83	4.27%	21,380	37,995	-43.73%	10.54	13.36	-21.12%
95	East Main	6,672	7,731	-13.70%	16.16	16.32	-1.01%	34,353	59,213	-41.98%	17.95	22.09	-18.73%
90	Parchment	5,567	6,239	-10.77%	13.87	12.99	6.78%	30,189	47,376	-36.28%	15.12	17.14	-11.76%
20	Alamo	7,632	12,027	-36.54%	18.45	15.23	21.12%	40,292	102,440	-60.67%	19.88	24.76	-19.72%
80	Egleston	6,303	990'9	3.91%	15.23	10.54	44.45%	29,896	50,032	-40.25%	14.74	15.17	-2.81%
60	Gull Road	13,901	15,715	-11.54%	18.55	18.27	1.52%	75,534	109,561	-31.06%	21.92	22.51	-2.60%
10	Comstock	5,199	6,214	-16.33%	12.57	12.77	-1.55%	26,867	45,238	-40.61%	13.25	16.05	-17.47%
=	Stadium Drive	8,532	10,296	-17.13%	20.62	13.43	53.49%	38,681	88,157	-56.12%	19.07	20.45	-6.73%
12	Duke	0	1,554	-100.00%	0.00	8.76	-100.00%	173	14,618	-98.82%	00.00	14.66	-100.00%
13	South Burdick	9,226	10,163	-9.22%	12.76	12.54	1.70%	45,771	86,954	-47.36%	16.55	18.14	-8.79%
4	West Main	9,010	11,114	-18.93%	21.77	13.28	64.00%	48,740	90,890	-46.37%	23.64	19.16	23.35%
15	Paterson	7,807	6,328	23.37%	18.89	13.41	40.88%	37,109	58,179	-36.22%	19.39	21.81	-11.10%
16	Lovell	9,528	14,276	-33.26%	13.18	14.89	-11.50%	44,863	150,826	-70.26%	16.10	27.85	-42.19%
20	East Comstock	0	0	%00.0	0.00	0.00	%00.0		446	0.00%	0.00	0.00	0.00%
26	Milham/Centre	3,356	2,978	12.69%	8.53	6.39	33.37%	16,726	20,997	-20.34%	8.73	7.81	11.71%
27	East Romence	3,399	2,556	32.98%	8.53	5.54	54.17%	13,366	17,274	-22.62%	6.86	6.47	2.96%
21	Solon/Kendall/Lafayette	2,549	3,201	-20.37%	8.96	9.09	-1.48%	9,725	59,517	-83.66%	9.14	33.44	-72.68%
19	Ring	1,423	0	%00.0	0.00	00.00	%00'0	5,736	•	0.00%	0.00	0.00	0.00%
25	Parkview	2,162	0	%00.0	0.00	0.00	0.00%	8,364	•	0.00%	0.00	0.00	0.00%
	Total Fixed Route	140,679	158,855	-11.44%	16.44	15.30	7.44%	696,446	1,341,577	-48.09%	16.46	20.48	-19.64%

Demand-Response	7,970	9,168	-13.07%	1.58	1.08	46.47%	40,416	77,529	-47.87%	1.46	1.72	-14.96%
ADA Trips	2,523	3,628	-30.46%	1.55	1.04	48.67%	12,391	34,613	-64.20%	1.48	1.87	-21.16%
Specialized Service	72	1,774	-95.94%	3.97	4.32	-8.06%	489	18,529	-97.36%	4.07	10.60	-61.57%
Charters	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A
Total Services	148,721	169,797	-12.41%	10.93	9.31	17.42%	737,351	1,437,635	-48.71%	10.53	12.80	-17.78%

		Month to Date	ate		Year to Date	0
	# of F	# of Rides	Increase /	# of F	# of Rides	Increase /
Other Data	FY21	FY20	decrease	FY21	FY20	decrease
WMU	•	44,029	-100.00%		271,611	-100.00%
KVCC		2,033	-100.00%		13,952	-100.00%
Transfers	•	61,623	-100.00%		348,396	-100.00%
Wheelchair	1	719	-100.00%	26	3,135	-99.17%
Bikes	1,045	1,446	-27.73%	5,965	9,561	-37.61%
Youth Mobility	•	The second	#DIV/0!			#DIV/0i

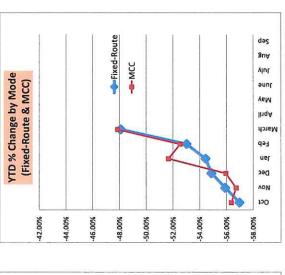
	50	Nov	Dec	Jan	Feb	March	April	May	June	July		Aug
117	116,340	106,583 235,071	98,448 206,618	111,044	123,352 233,960	140,679 158,855	3,053	20,235	94,104	114,359	=	126,171
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		Aug
71	7,651	6,217	5,951	6,197	6,430	7,970	5,456	4,495	4,736	6,277	9	6,851
	Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	A	Aug
	237	22	50	59	49	72	c	9		000		107
	3	Fixed-Route R	Fixed-Route Ridership by Month	onth					MCC Ridership by Month	by Month		
) on	Jan Feb Ma	March April May	Viol	4ur Sep		20,000 18,000 14,000 12,000 10,000 8,000 6,000 7,000 2,000	Nov Dec Jan	Feb Mar A	Apr May Jun	Jul Aug	\$ Sep

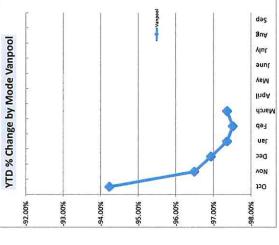


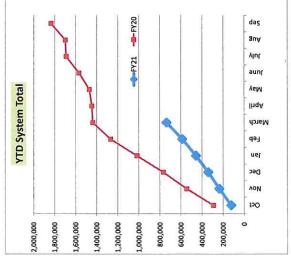


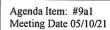
March 2021 APC COUNTS DUE TO COVID-19

YTD System Total	Oct	Nov	Dec	Jan	Feb	Feb March		May	June	April May June July Aug	Aug	Sep
FY21	124,228	237,050	341,499	458,799	588,630	737,351						
FY20	291,905	544,765	767,010	1,016,529	1,267,838	1,437,635	1,016,529 1,267,838 1,437,635 1,446,150 1,470,898 1,569,765 1,690,661 1,699,499	1,470,898	1,569,765	1,690,661	1,699,499	1,836,247
YTD % Change	Oct	Oct Nov Dec Jan	Dec	Jan	Feb	Feb March		May	June	April May June July Aug	Aug	Sep
Fixed-Route	-56.95%	-55.89%	-54.86%	-54.42%	-53.01%	-48.09%						
МСС	-56.35%	-56.72%	-55.94%	-51.67%	-52.54%	-47.87%						
YTD % Change	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
Vanpool	-94.23%	-94.23% -96.49%	-96.93%	-97.36%	-97.51%	-97.36%						











TO:

CCTA and KCTA Boards

FROM:

Sean McBride, Executive Director

DATE:

May 5, 2021

SUBJECT:

Appointments to Subcommittees

DISCUSSION

The Executive Subcommittee met on May 3, 2021 and discussed representation on Boards and Committees for the upcoming year. Please see the attached matrix with recommended assignments for the Executive Subcommittee, Finance Subcommittee, Outreach Subcommittee, Pension Board, Millage Subcommittee, Policy Update Subcommittee and Kalamazoo Area Transportation Study (KATS).

RECOMMENDATION

The KCTA and CCTA Executive Committee recommends appointments to the above listed 2021 CCTA and KCTA subcommittees and other assignments as identified in the attached document.

Attachment

1. Proposed 2021 CCTA/KCTA Subcommittees

2021 CCTA/KCTA SUBCOMMITTEES Proposed May 6, 2021

Boardmember	сста	КСТА	Executive	Finance	Outreach	Pension	Millage	Policy Update	KATS
Vacant (Rural)	×								
Britigan	×		×						
Burns	X			×		×	×		
McCormick	×		×			×			
Moaiery	X				×				
Pearson	×			×					
Thompson	X				×				
Aardema	X	X			X		×	×	×
Farmer	×	×	×						
Janssen	X	X	×		X				×
Rosine	×	×	×						
Breneman		×	×	×			×		
Brown		×		×	×				
Rama		×		×				×	
Sloan		×			×				
Urban		×		×			×	×	



Agenda Item: 9h Meeting Date: 5/10/21

TO:

CCTA and KCTA Boards

FROM:

Sean McBride, Executive Director

Prepared by, Richard Congdon, Program Manager

DATE:

May 3, 2021

SUBJECT:

Recommendation of Disability Community Representative on the Local

Advisory Committee

BACKGROUND

The Local Advisory Committee has a vacancy for a Disability Community representative due to the resignation of the former representative. The Nominating Subcommittee reviewed one application and made a recommendation to the Committee as a whole to nominate Timothy Sloan as a Disability Community representative.

DISCUSSION

Timothy Sloan currently sits on the Kalamazoo County Transportation Authority Board (KCTA). He has served on other boards that deal with transportation including the Disability Network's Transportation Advocacy Group. Mr. Sloan has been a user of Metro services for 49 years and helped with the development of Care-a-Van and Metro Connect. He rides both Metro fixed-route and Metro Connect services. He would like to work with other boards to help make the system better.

If appointed, Mr. Sloan would be eligible to serve a three-year term with the option of two additional three-year terms.

RECOMMENDATION

It is recommended that the Central County Transportation Authority and the Kalamazoo County Transportation Authority approve the appointment of Timothy Sloan to the Local Advisory Committee as a Disability Community representative.

Attachment:

1. Local Advisory Committee Application



APPLICATION FOR APPOINTMENT TO THE LOCAL ADVISORY COMMITTEE

Metro encourages citizen participation on its Local Advisory Committee. If you are interested in serving on this committee and are willing to commit the necessary time, please complete the form below and return it to the attention of the Program Manager at Metro, 530 North Rose Street, Kalamazoo, Michigan 49007.

Please print or type information.
NAME: Tim Sloan
ADDRESS: 5700 Vintage LN or 526 Kall MJ. 49009
HOME PHONE: 3559454 WORK PHONE: EMAIL: Slowntin 0 9 Mauil EDUCATION: ASSOCiantes Degree allied Science
EDUCATION: ASSOCiates Degree allied scienco
OCCUPATION: Disable
QUALIFICATIONS AND BACKGROUND FOR APPOINTMENT TO LOCAL ADVISORY COMMITTEE: I have Used Metro Sarvices
for Mg Years. and helped with develop men
of Cartailan (Metro contat), SING& 2012 I has
Several on groups and comemies Dealing with
DO YOU CURRENTLY USE PUBLIC TRANSPORATION?
TYPE OF REPRESENTATION: (check one)
Individual Private business
Disability Community/Agency Senior Community/Agency
Other (please describe) Katon refire Sentille
SIGNATURE: Tum Stock
DATE: 2-10-2020



530 North Rose Street Kalamazoo, Michigan 490007 Telephone: 269-337-8446

Fax: 269-337-8211 www.kmetro.com

Local Advisory Committee Interview Questions

Name:	TL	n S	100m	<u>N</u>	
Date: <u>~</u>	-10-	2020			

1. Why do you want to serve on the Local Advisory Committee?

2. What experience do you bring that can assist the Local Advisory Committee?

3. The Local Advisory Committee meets bi-monthly beginning in January; will you be available for the meetings?

York

4. What do expect as a Local Advisory Committee member?

5. Do you have any experience with Metro Connect or the Metro fixed-route service?