

January 23, 2020



SouthWest Transit Commission

2120 Chestnut Street N
Chaska, MN 55318

Telephone 952-949-2287
Facsimile 952-974-7997
SWTransit.org

SOUTHWEST TRANSIT COMMISSION AGENDA

Thursday, January 23, 2020

**Social Time & Dinner – 6:00 pm, 2nd Floor East Creek Conference Room
Joint Discussion with Metropolitan Council Members, Area Legislators, Transportation
Advisory Board Members, and SouthWest Transit Commission – 6:30 pm, 2nd Floor East
Creek Conference Room**

**Commission Meeting – Approx. 7:45 pm (upon completion of Joint Discussion), 2nd
Floor East Creek Conference Room**

COMMISSION MEMBERS

Brad Aho – City of Eden Prairie
Jerry McDonald – City of Chanhassen
Bob Roepke – City of Chaska
Bethany Tjornhom – City of Chanhassen
Mike Huang – City of Chaska
PG Narayanan – City of Eden Prairie
Jody Bonnevier - At-Large Commissioner
Courtney Johnson – Ex Officio City of Carver

GENERAL COUNSEL

Joshua Dorothy, Attorney

EXECUTIVE STAFF

Len Simich, Chief Executive Officer
Dave Jacobson, Chief Operating Officer
Matt Fyten, Operations and Planning Director
Al Halaas, Director/GM - First Transit
Gary Groen – Acting Administrative Service Director
Tony Kuykendall – Vehicle Maintenance Director
Souriyong Souriya – Finance Manager
Mike Dartt – Facilities Manager
Adam Hegeholz – HR Supervisor
Jason Kirsch – IT Supervisor
John Haggemiller – Public Outreach Manager

AGENDA

Social Time & Dinner – 6:00 pm

**Joint Discussion with Metropolitan Council Members, Area Legislators,
Transportation Advisory Board Members, and SouthWest Transit
Commission – 6:30 pm**

Commission Meeting – Approx. 7:45 pm (Upon completion of Joint Discussion)

- I. PUBLIC COMMENT**
- II. APPROVAL OF AGENDA**
- III. PAYMENT OF CLAIMS (Rollcall Vote)**
- IV. CONSENT**
 - A. Approval of Minutes of 12-12-19 Meeting**
 - B. Approval of Financial Statements**
 - C. Garage Construction Contracts**
- V. NEW BUSINESS**
 - A. On-Board Survey Results – Fyten, Cochrane**
 - B. 2020 State of the Agency – Simich**
 - C. State Fair Bid Results – Jacobson**
 - D. 2020 Marketing Plan - Haggemiller**
- VI. UPDATES**

A. Administrative Update

B. Operations Update

VII. ADJOURNMENT

Payment of Claims

SouthWest Transit

12/06/2019 Thru 01/17/2020

Meeting Date: 01/23/2020

Payment of Claims

Check Number	Vendor Name	Description	Check Date	Check Amount
43196	COSTCO WHOLESALE	Holiday Commission Mtg.	12/10/19	\$ 500.00
43197	THYSSENKRUPP	Contract Payment	12/11/19	\$ 60,087.50
43198	Void Check			
43199	ALLSTATE PETERBILT	Vehicle Parts	12/13/19	\$ 115.18
43200	AMERICAN PUBLIC TRANSPORTATION	History & Awareness Video	12/13/19	\$ 125.06
43201	ASPEN EQUIPMENT COMPANY	Vehicle Parts	12/13/19	\$ 250.00
43202	AVAIL TECHNOLOGIES, INC	Dec. Software License	12/13/19	\$ 450.00
43203	BATTERIES PLUS	Maintenance Supplies	12/13/19	\$ 1,487.70
43204	JAMIE BETTIN	Shoe Reimbursement	12/13/19	\$ 50.00
43205	BRIANNE BRINK	Annual Survey 2019	12/13/19	\$ 800.00
43206	CENTERPOINT ENERGY	Gas Bill - CTS	12/13/19	\$ 345.59
43207	CENTERPOINT ENERGY	Gas Bill - EPG	12/13/19	\$ 1,045.21
43208	CENTURYLINK	Phone Bill - SWS	12/13/19	\$ 119.22
43209	CINTAS CORPORATION #470	Uniform Reimbursement	12/13/19	\$ 649.92
43210	CITRIA	Service Map	12/13/19	\$ 300.00
43211	CITY OF EDEN PRAIRIE	Water Bill - EPG	12/13/19	\$ 879.91
43212	CITY OF MINNEAPOLIS FINANCE DE	Hooded Meters	12/13/19	\$ 384.00
43213	CLEAR CHANNEL OUTDOOR	SWT Ad	12/13/19	\$ 2,460.00
43214	CLEARSOFT	Water Softener	12/13/19	\$ 619.36
43215	COMCAST BUSINESS	Comcast Business Services	12/13/19	\$ 1,544.08
43216	COMPASS MINERALS AMERICA INC	Salt	12/13/19	\$ 2,326.65
43217	CUMMINS NPOWER, LLC	Vehicle Parts	12/13/19	\$ 337.71
43218	CUSTOM COMMUNICATIONS INC.	Intrusion/Fire Monitoring-EPG	12/13/19	\$ 1,873.50
43219	DACOTAH PAPER CO.	Vehicle Parts	12/13/19	\$ 95.42
43220	DAKOTA GLASS & GLAZING, INC.	Vehicle Parts	12/13/19	\$ 710.00
43221	DEALER AUTOMOTIVE SERVICES	Credit Memo	12/13/19	\$ 3.15
43222	DIGI-KEY ELECTRONICS 2504033	Vehicle Parts	12/13/19	\$ 29.94
43223	DIRECTV	Satellite TV - EPG	12/13/19	\$ 73.99
43224	DUKE AERIAL, INC.	Inspection Labor	12/13/19	\$ 619.41
43225	FANMAKER	2020 Contract Perks Program	12/13/19	\$ 18,000.00
43226	FIDELITY SECURITY LIFE	December 2019 Life Insurance	12/13/19	\$ 138.94
43227	FORKLIFTS OF MINNESOTA, INC.	Forklift Parts	12/13/19	\$ 5,379.95
43228	GRAINGER	Vehicle Parts	12/13/19	\$ 437.18
43229	GREEN ACRES TREE MOVING	Moved Tree	12/13/19	\$ 400.00
43230	HOGLUND BUS & TRUCK CO.	Vehicle Parts	12/13/19	\$ 431.36
43231	HOMELAND HEALTH SPECIALIST, IN	Flu Shots - Employees	12/13/19	\$ 692.33
43232	INTERSTATE POWER SYSTEM, INC.	Vehicle Parts	12/13/19	\$ 328.08
43233	KLOOS ELECTRIC, INC.	Electric Repair	12/13/19	\$ 6,300.02
43234	LEAGUE MN CITIES INS. TRUST	Insurance Deductible & Add't buses	12/13/19	\$ 14,230.00
43235	LUBE-TECH & PARTNERS, LLC	Vehicle Parts	12/13/19	\$ 7,994.56
43236	MATRIX TRUST COMPANY	VEBA Contributions	12/13/19	\$ 1,095.00
43237	MEDIACOM	Cable - SWV	12/13/19	\$ 883.42
43238	Void Check		12/13/19	\$ -
43239	Void Check		12/13/19	\$ -
43240	MENARDS	Facility Supplies	12/13/19	\$ 2,669.86
43241	MICRO CENTER	IT Supplies	12/13/19	\$ 381.98
43242	MINUTEMAN PRESS	SW Prime MD Brochures	12/13/19	\$ 2,230.00
43243	NATIONAL PEN CO LLC	Office Supplies	12/13/19	\$ 1,183.47
43244	Void Check		12/13/19	\$ -
43245	O'REILLY AUTOMOTIVE, INC.	Vehicle Parts	12/13/19	\$ 680.18
43246	OFFICE DEPOT	Office Supplies	12/13/19	\$ 302.89
43247	PAUL'S TWO-WAY RADIO REPAIR	Radio Supplies	12/13/19	\$ 1,400.00
43248	PIONEER RIM & WHEEL CO.	Vehicle Parts	12/13/19	\$ 428.94

SouthWest Transit

12/06/2019 Thru 01/17/2020

Meeting Date: 01/23/2020

Payment of Claims

Check Number	Vendor Name	Description	Check Date	Check Amount
43249	POPP COMMUNICATIONS	Telephone Payment	12/13/19	\$ 2,248.58
43250	PUMP AND METER SERVICES, INC	Facility Maintenance	12/13/19	\$ 1,303.16
43251	RDO EQUIPMENT CO.	Vehicle parts	12/13/19	\$ 98.40
43252	REPUBLIC SERVICES #894	Trash Removal	12/13/19	\$ 934.57
43253	RYDER	Vehicle Parts	12/13/19	\$ 121.78
43254	ERIC SCHUMAN	Expense Reimburse - Training	12/13/19	\$ 163.15
43255	SIEMENS INDUSTRY, INC.	SWV Repair	12/13/19	\$ 1,137.52
43256	KORY SIMICH	Uniform Reimbursement	12/13/19	\$ 77.98
43257	SSI MN TRANCHE	US Solar Subscription	12/13/19	\$ 2,472.97
43258	SUMMIT COMPANIES	Vehicle Parts	12/13/19	\$ 522.50
43259	SW METRO CHAMBER OF COMMERCE	Member Investment	12/13/19	\$ 585.00
43260	SYNCB AMAZON	IT Supplies	12/13/19	\$ 1,567.97
43261	T-MOBILE	Bus Wifi	12/13/19	\$ 4,862.48
43262	THE AFTERMARKET PARTS COMPANY	Vehicle Parts	12/13/19	\$ 3,237.11
43263	THE OASIS GROUP	EAP Services	12/13/19	\$ 213.90
43264	THE SHERWIN-WILLIAMS CO	Facility Supplies	12/13/19	\$ 149.84
43265	TWIN CITY GARAGE DOOR CO.	Garage Door Repair	12/13/19	\$ 175.00
43266	US BANK	Copier Lease	12/13/19	\$ 148.00
43267	Void Check			
43268	VERIZON WIRELESS	Wireless Phone	12/13/19	\$ 55.45
43269	WACONIA COMMUNITY EDUCATION	Winter -Spring Brochure Ad	12/13/19	\$ 325.00
43270	WEX BANK	Fuel Payment	12/13/19	\$ 11,454.29
43271	WHEELCO TRUCK & TRAILER PARTS	Vehicle Parts	12/13/19	\$ 25.45
43272	XCEL ENERGY	Utilities Payment	12/13/19	\$ 174.44
43273	ZAHL-PETROLEUM	Fuel Testing Analysis	12/13/19	\$ 200.00
43274	US DEPARTMENT OF EDUCATION AWG	Garnishment Check	12/13/19	\$ 219.07
43275	KORY SIMICH	Expense Reimbursement - Safety Boots	12/16/19	\$ 100.00
43276	LEN SIMICH	Expense Reimb - Various Meetings	12/16/19	\$ 772.44
43277	ROBERT L ANDRESON	Merit Check	12/17/19	\$ 50.00
43278	STANLEY ANSELOWITZ	Merit Check	12/17/19	\$ 25.00
43279	RAYMOND BLEADSAW	Merit Check	12/17/19	\$ 25.00
43280	ROBERT DOLS	Merit Check	12/17/19	\$ 50.00
43281	DAVID GARANG	Merit Check	12/17/19	\$ 25.00
43282	KELLY GRIESBACH	Merit Check	12/17/19	\$ 50.00
43283	GREGORY HEGEHOLZ	Merit Check	12/17/19	\$ 25.00
43284	MOHAMED HERSI	Merit Check	12/17/19	\$ 50.00
43285	BRIAN HOLMES	Driver Shoe Uniform Reimbursement	12/17/19	\$ 50.00
43286	CONNER KUHRY	Merit Check	12/17/19	\$ 50.00
43287	RANDY LUEDTKE	Merit Check	12/17/19	\$ 50.00
43288	LEROY MACIEWSKI	Merit Check	12/17/19	\$ 25.00
43289	RANDALL MATTSON	Driver Shoe Uniform Reimbursement	12/17/19	\$ 50.00
43290	HEATHER A ODLAND	Merit Check	12/17/19	\$ 50.00
43291	ARMIDA PHANMANIVONG	Merit Check	12/17/19	\$ 25.00
43292	SCOTT PIERSKALLA	Merit Check	12/17/19	\$ 25.00
43293	RICKEY RANDLE	Merit Check	12/17/19	\$ 25.00
43294	COREY SANDGREN	Merit Check	12/17/19	\$ 50.00
43295	TAMARA SCHLUTER	Merit Check	12/17/19	\$ 25.00
43296	HILARY SOSTEK	Merit Check	12/17/19	\$ 50.00
43297	TODD R WALKER	Merit Check	12/17/19	\$ 50.00
43298	CENTERPOINT ENERGY	Heating Payment	12/17/19	\$ 323.17
43299	CENTURYLINK	Telephone Payment	12/17/19	\$ 451.02
43300	COMCAST BUSINESS	Internet Bill -EPG	12/17/19	\$ 311.88
43301	XCEL ENERGY	Utilities Payment	12/17/19	\$ 2,322.44

SouthWest Transit				
12/06/2019 Thru 01/17/2020				
Meeting Date: 01/23/2020				
Payment of Claims				
Check Number	Vendor Name	Description	Check Date	Check Amount
43302	GREGERSON, ROSOW, JOHNSON &	Professional Services - Legal Fees	12/18/19	\$ 15,313.79
43303	GARY A. GROEN	Professional Services - Financial Consultant	12/18/19	\$ 1,645.00
43304	MARK THEISEN	Merit Check	12/20/19	\$ 50.00
43305	ABC BUS COMPANIES	Vehicle Parts	12/23/19	\$ 936.64
43306	ALLIED UNIVERSAL SECURITY SERV	Maintenance Supplies	12/23/19	\$ 466.80
43307	STANLEY ANSELOWITZ	Driver Shoe Uniform Reimbursement	12/23/19	\$ 44.99
43308	JASON BERG	Uniform Reimbursement	12/23/19	\$ 100.00
43309	BRUSKE PRODUCTS	Vehicle Parts	12/23/19	\$ 361.81
43310	CITY OF MINNEAPOLIS RECEIVABLE	Parking Meters	12/23/19	\$ 272.00
43311	EDEN PRAIRIE CHAMBER OF COMMER	State of the City Luncheon	12/23/19	\$ 105.00
43312	FRANZ REPROGRAPHICS	Monthly Project Fee	12/23/19	\$ 200.00
43313	GUARDIAN MECHANICAL SERVICE	Maintenance Work	12/23/19	\$ 400.00
43314	HENNEPIN COUNTY INFORMATION	Radio Fleet	12/23/19	\$ 312.44
43315	HOGLUND BODY & EQUIPMENT, INC.	Door Repair	12/23/19	\$ 19,309.73
43316	DAVID HUDDLESTON	Safety Boots Reimbursement	12/23/19	\$ 79.00
43317	HVAC REPS INC.	HVAC Repair	12/23/19	\$ 2,350.00
43318	IMPERIAL SUPPLIES LLC	Vehicle Parts	12/23/19	\$ 1,701.78
43319	JOHN A. DAL SIN & SON, INC.	Roof Leak Inspection	12/23/19	\$ 945.94
43320	KONECRANES INC.	Routine Maintenance	12/23/19	\$ 655.00
43321	LANO EQUIPMENT, INC.	Vehicle Parts	12/23/19	\$ 1,055.92
43322	LEAGUE MN CITIES INS. TRUST	Prepaid Insurance Premium	12/23/19	\$ 78,971.74
43323	METRO TRANSIT	Farebox Repair	12/23/19	\$ 1,379.38
43324	MVEC	Utilities Payment	12/23/19	\$ 2,632.70
43325	NORTH CENTRAL BUS	Vehicle Parts	12/23/19	\$ 139.75
43326	O'REILLY AUTOMOTIVE, INC.	Vehicle Parts	12/23/19	\$ 382.69
43327	OCCUPATIONAL MEDICINE CONSULTS	Drug Testing	12/23/19	\$ 36.75
43328	PITNEY BOWES INC	Postage Machine Lease	12/23/19	\$ 391.62
43329	RDO EQUIPMENT CO.	Snow Removal Truck Equip	12/23/19	\$ 12,104.89
43330	RYDER	Vehicle Parts	12/23/19	\$ 320.82
43331	SD PROMOTIONS	SWT Uniform	12/23/19	\$ 900.00
43332	SIGN SOURCE, INC.	LED Clock Tower	12/23/19	\$ 25,580.50
43333	SSI MN TRANCHE	US Solar Subscription	12/23/19	\$ 1,455.83
43334	SW METRO CHAMBER OF COMMERCE	Holiday Luncheon	12/23/19	\$ 60.00
43335	SYNCB AMAZON	Office Supplies	12/23/19	\$ 9.98
43336	TASC	COBRA - Admin Fee	12/23/19	\$ 215.61
43337	US BANK	Copier Lease	12/23/19	\$ 638.00
43338	WHEELCO TRUCK & TRAILER PARTS	Vehicle Parts	12/23/19	\$ 21.04
43339	A TO Z RENTAL CENTER	Maintenance Supplies	12/30/19	\$ 34.75
43340	ARCPPOINT LABS OF EDEN PRAIRIE	Drug Testing	12/30/19	\$ 96.00
43341	BATTERIES PLUS	Maintenance Supplies	12/30/19	\$ 184.00
43342	BOUCHRA BOUSSAID	Shoe Reimbursement	12/30/19	\$ 50.00
43343	CDW GOVERNMENT	Computer Replacement	12/30/19	\$ 7,615.66
43344	CENTERPOINT ENERGY	Heating Payment	12/30/19	\$ 1,149.11
43345	Void Check			
43346	Void Check			
43347	CINTAS CORPORATION #470	Uniform Service	12/30/19	\$ 6,234.02
43348	CLEAR CHANNEL OUTDOOR	SWT Billboard Ad	12/30/19	\$ 2,160.00
43349	CRYSTEEL TRUCK EQUIPMENT INC	Snow Removal Truck Equip	12/30/19	\$ 10,613.34
43350	DACOTAH PAPER CO.	Vehicle Parts	12/30/19	\$ 210.04
43351	DIGI-KEY ELECTRONICS 2504033	Vehicle Parts	12/30/19	\$ 16.72
43352	EPIC EVENT RENTAL	Employee Holiday Breakfast	12/30/19	\$ 1,505.56
43353	FASTENAL COMPANY	Vehicle Parts	12/30/19	\$ 21.85
43354	GRAINGER	Vehicle Parts	12/30/19	\$ 127.40

SouthWest Transit				
12/06/2019 Thru 01/17/2020				
Meeting Date: 01/23/2020				
Payment of Claims				
Check Number	Vendor Name	Description	Check Date	Check Amount
43355	GUARDIAN MECHANICAL SERVICE	Facility Repair	12/30/19	\$ 3,101.00
43356	INTERSTATE POWER SYSTEM, INC.	Vehicle Parts	12/30/19	\$ 406.13
43357	LOGIS	Accounting Software	12/30/19	\$ 10,950.00
43358	MEDIACOM	Internet Bill	12/30/19	\$ 583.41
43359	MENARDS	Facility Supplies	12/30/19	\$ 240.77
43360	METRO SALES INC.	Copier Maintenance	12/30/19	\$ 1,598.01
43361	METROPOLITAN FORD OF EDEN	Vehicle Parts	12/30/19	\$ 1,447.58
43362	MICRO CENTER	Computer Supplies	12/30/19	\$ 724.97
43363	MINUTEMAN PRESS	Printing Service	12/30/19	\$ 90.00
43364	MK GRAPHICS	New A/P Checks	12/30/19	\$ 301.89
43365	NORTHERN TOOL + EQUIPMENT	Maintenance Supplies	12/30/19	\$ 251.27
43366	OFFICE DEPOT	Office Supplies	12/30/19	\$ 627.50
43367	PIRTEK PLYMOUTH	Vehicle Parts	12/30/19	\$ 69.11
43368	PJ ENTERPRISES OF THE LAKES	Bus Wash Supplies	12/30/19	\$ 695.00
43369	POPP COMMUNICATIONS	Telephone Payment	12/30/19	\$ 2,258.43
43370	Void Check			
43371	ROYAL TIRE INC.	Vehicle Parts	12/30/19	\$ 5,772.85
43372	SD PROMOTIONS	SWT Uniform	12/30/19	\$ 5,334.00
43373	JAY SOULE	Shoe Reimbursement	12/30/19	\$ 50.00
43374	SW METRO CHAMBER OF COMMERCE	Expo Sponsorship	12/30/19	\$ 500.00
43375	SWNEWSMEDIA	SWT Advertising	12/30/19	\$ 2,357.40
43376	Void Check			
43377	THE AFTERMARKET PARTS COMPANY	Vehicle Parts	12/30/19	\$ 7,167.20
43378	US BANK	Copier Lease	12/30/19	\$ 699.00
43379	GEORGE VANALSTINE	Shoe Reimbursement	12/30/19	\$ 50.00
43380	WECAB	Donation	12/30/19	\$ 1,500.00
43381	XCEL ENERGY	Utilities Payment	12/30/19	\$ 1,505.65
43382	ZIEGLER INC.	Vehicle Parts	12/30/19	\$ 4,420.51
43383	DEBRA JEAN KIND	Bus Schedule Revisions	12/30/19	\$ 517.50
<i>Jan 2020 New System and New Check Number starting 5000</i>				
5000	Jordan Roske	Expense Reimbursement - MCI Training	1/6/20	\$ 748.20
5001	Void Check			
5002	Void Check			
5003	Void Check			
5004	Void Check			
5005	Arcpoint Labs of EP	Drug Testing	1/7/20	\$ 220.00
5006	Berg, Jason	Expense Reimb - Mileage & Misc. Supplies	1/7/20	\$ 38.86
5007	Berg, Kevin	Safety Boots Reimbursement	1/7/20	\$ 100.00
5008	CenturyLink	Telephone Payment	1/7/20	\$ 565.28
5009	City Of Chaska Utility Billing	Utilities Payment	1/7/20	\$ 1,660.77
5010	City Of Eden Prairie	Utilities Payment	1/7/20	\$ 915.77
5011	Comcast Business	Internet Service	1/7/20	\$ 321.88
5012	Michael Dartt	Expense Reimb - Emaint Training	1/7/20	\$ 2,016.22
5013	Duke Aerial, INC.	Building Supplies	1/7/20	\$ 194.10
5014	HealthPartners	Health and Dental Insurance Payment	1/7/20	\$ 931.72
5015	Jason Kirsch	Expense Reimb - Emaint Training	1/7/20	\$ 213.50
5016	Mediacom	Internet Service	1/7/20	\$ 332.40
5017	Metro Sales INC.	Copier Maintenance	1/7/20	\$ 716.28
5018	T-Mobile	Bus Wifi	1/7/20	\$ 4,875.40
5019	Lonnie Vaneps	Safety Boots Reimbursement	1/7/20	\$ 100.00
5020	Verizon Wireless	Wireless Phone	1/7/20	\$ 55.45
5021	WEX Bank	Gasoline Fuel	1/7/20	\$ 11,291.41
5022	Carver County	Internet Service	1/8/20	\$ 1,168.75

SouthWest Transit

12/06/2019 Thru 01/17/2020

Meeting Date: 01/23/2020

Payment of Claims

Check Number	Vendor Name	Description	Check Date	Check Amount
5023	Centerpoint Energy	Heating Payment	1/8/20	\$ 497.44
5024	Chaska Herald	Subscription Renewal	1/8/20	\$ 60.00
5025	Comcast Business	Internet Service	1/8/20	\$ 1,237.57
5026	DirecTV	Cable Payment	1/8/20	\$ 73.99
5027	Home Depot Credit Services	Building Supplies	1/8/20	\$ 266.65
5028	KoneCranes INC.	Building Supplies	1/8/20	\$ 480.00
5029	Republic Services #894	Trash Removal	1/8/20	\$ 1,084.28
5030	TASC	Benefit Service Fee	1/8/20	\$ 212.61
5031	US Bank	Benefit Service Fee	1/8/20	\$ 148.00
5032	Costco Wholesale	Building Supplies	1/9/20	\$ 1,000.00
5033	Factory Motor Parts Company	Vehicle Parts	1/9/20	\$ 855.37
5034	Gregerson, Rosow, Johnson & Nilan, LTD	Legal Fees	1/9/20	\$ 9,302.25
5035	MinuteMan Press	Printing Service	1/9/20	\$ 169.00
5036	Shaun Labelle Productions, LLC	Safety Video	1/9/20	\$ 8,500.00
5037	Ray Volk	Driver Shoe Uniform Reimbursement	1/9/20	\$ 50.00
5038	ABC Bus Companies	Vehicle Parts	1/13/20	\$ 3,636.74
5039	Batteries Plus	Vehicle Parts	1/13/20	\$ 313.90
5040	Boyer Ford Trucks-Parts Dist.	Vehicle Parts	1/13/20	\$ 126.17
5041	Brothers Fire & Security	Security System Repair	1/13/20	\$ 2,269.16
5042	CenturyLink	Telephone Payment	1/13/20	\$ 59.31
5043	City of Eden Prairie	Utilities Payment	1/13/20	\$ 940.00
5044	Clear Channel Outdoor	Marketing Ad	1/13/20	\$ 2,160.00
5045	Crysteel	Vehicle Parts	1/13/20	\$ 417.81
5046	Dodge of Burnsville	SW Prime Vehicle	1/13/20	\$ 32,566.00
5047	Factory Motor Parts Company	Vehicle Parts	1/13/20	\$ 30.54
5048	Forklifts of Minnesota, INC.	Vehicle Parts	1/13/20	\$ 1,667.87
5049	FRANZ Reprographics	Monthly Command File	1/13/20	\$ 100.00
5050	GOVDOCS	Internet Hosting Fees	1/13/20	\$ 91.70
5051	Government Finance Officers Association	Membership Renewal	1/13/20	\$ 160.00
5052	Grainger	Vehicle Parts	1/13/20	\$ 1,387.89
5053	GSSC Corporate Office	Server Replacement Project	1/13/20	\$ 25,507.31
5054	LANO Equipment, INC.	Building Supplies	1/13/20	\$ 23.22
5055	LUBE-TECH & Partners, LLC	Vehicle Supplies	1/13/20	\$ 7,501.83
5056	Menards	Building Supplies	1/13/20	\$ 226.89
5057	Metro Sales INC.	Copier Maintenance	1/13/20	\$ 222.00
5058	MinuteMan Press	Printing Service	1/13/20	\$ 252.00
5059	MVEC, Minnesota Valley Electric Corp	Utilities Payment	1/13/20	\$ 3,445.00
5060	Office Depot	Office Supplies	1/13/20	\$ 131.22
5061	Halane Olad	Driver Shoe Uniform Reimbursement	1/13/20	\$ 49.99
5062	OSI Environmental, INC.	Disposal Service	1/13/20	\$ 370.00
5063	PPG Architectural Finishes	Professional Services - Garage Project	1/13/20	\$ 357.00
5064	Priority Courier Experts	Courier Service	1/13/20	\$ 58.49
5065	RDO Equipment CO.	Snow Removal Truck Equip	1/13/20	\$ 1,236.00
5066	RTUI	Garage Construction Project	1/13/20	\$ 12,875.00
5067	Jon Rukavina	Driver Shoe Uniform Reimbursement	1/13/20	\$ 49.99
5068	Ryder	Vehicle Parts	1/13/20	\$ 68.02
5069	Techstar IT Solutions	Monthly IT Service	1/13/20	\$ 4,387.50
5070	Tennant Sales & Service CO.	Vehicle Parts	1/13/20	\$ 985.75
5071	The Aftermarket Parts Company	Vehicle Parts	1/13/20	\$ 558.35
5072	True Friends Center	Staff Training Event	1/13/20	\$ 507.38
5073	Twin Cities Transport & Recove	Towing Service	1/13/20	\$ 600.00
5074	XCEL Energy	Utilities Payment	1/13/20	\$ 107.72

SouthWest Transit				
12/06/2019 Thru 01/17/2020				
Meeting Date: 01/23/2020				
Payment of Claims				
Check Number	Vendor Name	Description	Check Date	Check Amount
		TOTAL		\$ 592,085.89
	ACH Withdraws			
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	12/11/19	\$ 12,936.80
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	12/12/19	\$ 11,144.40
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	12/18/19	\$ 14,857.19
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	12/26/19	\$ 13,991.70
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	1/6/20	\$ 12,491.12
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	1/8/20	\$ 12,921.72
	CARDMEMBER SERV WEB PYMT	Credit Card Payment Meetings & Misc.	12/24/19	\$ 3,352.70
	CARDMEMBER SERV WEB PYMT	Credit Card Payment Meetings & Misc.	1/13/20	\$ 6,939.02
	DELUXE BUS SYS. BUS PRODS	Deposit Slip	11/21/19	\$ 73.20
	DOMESTIC WIRE TRANSFER TO JAMSAB REALTY CORP	Debt Payoff	1/9/20	\$ 122,886.30
	MET COUNCIL RETAILSAL CPOS SW	Go To Card Reimbursement	12/6/19	\$ 2,396.50
	MET COUNCIL RETAILSAL CPOS SW	Go To Card Reimbursement	12/13/19	\$ 6,581.50
	MET COUNCIL RETAILSAL CPOS SW	Go To Card Reimbursement	12/20/19	\$ 5,529.00
	MET COUNCIL RETAILSAL CPOS SW	Go To Card Reimbursement	12/27/19	\$ 5,095.00
	MET COUNCIL RETAILSAL CPOS SW	Go To Card Reimbursement	1/8/20	\$ 1,220.00
	MET COUNCIL RETAILSAL CPOS SW	Go To Card Reimbursement	1/10/20	\$ 3,812.00
	FLAGSHIP BANK	Monthly Banking Fees	12/31/19	\$ 90.00
	FLAGSHIP BANK	Wire Fee	12/10/19	\$ 15.00
	FLAGSHIP BANK	Wire Fee	1/9/20	\$ 15.00
	PAYPAL TRANSFER TSHEETS	Payroll Time cards fees	12/13/19	\$ 335.00
	PAYPAL TRANSFER TSHEETS	Payroll Time cards fees	1/13/20	\$ 325.00
	ADP, INC.	Payroll Fees	12/27/19	\$ 1,570.01
		TOTAL		\$ 238,578.16
	Payroll			
	ADP, INC.	Payroll	12/13/19	\$ 89,903.00
	ADP, INC.	Payroll	12/18/19	\$ 33,498.97
	ADP, INC.	Payroll	12/26/19	\$ 93,413.94
	ADP, INC.	Payroll	1/10/19	\$ 94,184.56
		TOTAL		\$ 311,000.47
	Monthly Reimbursement included in payroll totals			
	Jon Christenson	Cell Phone Allowance		\$ 50.00
	Mike Dartt	Cell Phone Allowance		\$ 50.00
	Pete Engstrom	Cell Phone Allowance		\$ 50.00
	Matt Fyten	Cell Phone Allowance		\$ 50.00
	Dave Jacobson	Cell Phone Allowance		\$ 50.00
	Dave Jacobson	Car Allowance		\$ 175.00
	Jason Kirsch	Cell Phone Allowance		\$ 50.00
	Tony Kuykendall	Cell Phone Allowance		\$ 50.00
	Ben Schuler	Cell Phone Allowance		\$ 50.00
	Kory Simich	Cell Phone Allowance		\$ 50.00
	Len Simich	Cell Phone Allowance		\$ 85.00
	Len Simich	Car Allowance		\$ 712.00
		TOTAL		\$ 1,422.00
		GRAND TOTAL		\$ 1,141,664.52

Consent

SOUTHWEST TRANSIT COMMISSION MINUTES

Thursday, December 12, 2019

End of Year Dinner – 5:30 pm, 2nd Floor East Creek Conference Room
Commission Meeting – Approximately 6:30 pm, 1st Floor East Creek Lobby

COMMISSION MEMBERS

Brad Aho – City of Eden Prairie
Jerry McDonald – City of Chanhassen
Bob Roepke – City of Chaska
Bethany Tjornhom – City of Chanhassen
Mike Huang – City of Chaska
PG Narayanan – City of Eden Prairie
Jody Bonnevier - At-Large Commissioner
Courtney Johnson – Ex Officio City of Carver

GENERAL COUNSEL

Joshua Dorothy, Attorney

EXECUTIVE STAFF

Len Simich, Chief Executive Officer
Dave Jacobson, Chief Operating Officer
Matt Fyten, Operations and Planning Director
Al Halaas, Director/GM - First Transit
Gary Groen – Acting Administrative Service Director
Tony Kuykendall – Vehicle Maintenance Director
Souriyong Souriya – Finance Manager
Mike Dartt – Facilities Manager
Adam Hegeholz – HR Supervisor
Jason Kirsch – IT Supervisor
Abbi Colby – Finance Technician

AGENDA

Commission Meeting

I. CALL TO ORDER

The meeting was called to order by Vice Chair Jerry McDonald at 6:46 pm.

II. PUBLIC COMMENT

There was no public comment.

III. APPROVAL OF AGENDA

Motion: Roepke motioned, seconded by Huang to approve the agenda. The motion carried 6-0-0.

IV. PAYMENT OF CLAIMS (motion and roll call vote)

Motion: Roepke motioned, seconded by Huang to approve the Payment of Claims. The motion carried 6-0-0. Roll call vote: McDonald, yes; Roepke, yes; Tjornhom, yes; Huang, yes; Narayanan, Yes; Bonnevier, yes.

V. CONSENT

- A. Approval of Minutes of 10-24-19 Meeting
- B. Approval of Minutes of 11-13-19 Meeting
- C. Approval of Financial Statements
- D. Ridership
- E. eMaint Computerized Maintenance Management Software (CMMS)
- F. Commission Terms and At-Large Position
- G. Leadership Awards

Motion: Roepke motioned, seconded by Huang to approve the agenda. The motion carried 6-0-0.

VI. NEW BUSINESS

A. Distinguished Service Award

Motion: Narayanan motioned, seconded by Roepke to approve that the commission approve Ric Rosow as its 2019 Distinguished Career Award recipient. The motion carried 6-0-0.

B. Debt Financing – To be presented at meeting

Motion: Narayanan motioned, seconded by Roepke to approve that the commission authorize its Chief Executive Officer to enter into a lease with JPMorgan Chase Bank, the principal amount not to exceed \$5,500,000; and the interest rate payable on the Lease of 2.06% per annum. The motion carried 6-0-0.

C. 2019 Budget Amendment

Motion: Huang motioned, seconded by Tjornhom to approve that the SWT Commission approve the 2019 General Fund final amended revenue budget totaling \$12,376,657 and the final amended expenditures budget totaling \$12,380,272. The motion carried 6-0-0.

D. 2020 Budget

Motion: Narayanan motioned, seconded by Tjornhom to approve that the SWT Commission approve resolution 19 – 14 adopting the 2020 proposed operating budget for General Fund, Debt Service Funds, and Capital Projects Funds. The motion carried 6-0-0.

E. New Reserve Fund Resolution “Capital Cost of Operating”

Motion: Roepke motioned, seconded by Huang to approve that the SWT Commission authorize its finance department to establish a new capital improvement fund to finance repair and maintenance items included in the Transportation Asset Management Plan that were deferred beyond their original useful life. The motion carried 6-0-0.

F. Policy Changes

Motion: Tjornhom motioned, seconded by Roepke to approve that the SWT Commission adopt the revised PTO Cash Out, Short Term Disability, and Safety Equipment Policies. The motion carried 6-0-0.

G. Preventative Maintenance/Asset Management 20-Year Facility Improvement Plan

Motion: Narayanan motioned, seconded by Huang to approve that the SWT Commission to authorize its Chief Executive Officer to execute an agreement with Walker Consultants in the amount not to exceed \$77,700.00 for the Preventative Maintenance/ Asset Management 20-year facility improvement Plan. The motion carried 6-0-0.

H. 2020 Officers and Task Force Members

Motion: Tjornhom motioned, seconded by Narayanan to approve that the SWT Commission appoint officers and task force members.

Officers

- Chair – Brad Aho
- Vice Chair – Mike Huang
- Secretary/Treasurer – Jerry McDonald

Task Forces

- Budget & Personnel – Chair Aho, Commissioner McDonald, and Commissioner Huang. This Committee was established to review/recommend matters related to the agency’s budget and personnel.
- Suburban Transit Association – Commissioner McDonald (Chanhassen), Chair Aho (Eden Prairie), Vice Chair Huang (Chaska). CEO Len Simich and COO Dave Jacobson are identified alternates for the three city members.
- Operations Advisory Committee – Commissioner Bonnevier; Commissioner Tjornhom; Commissioner Roepke; and Ex-Officio Member Johnson.
- Strategic Planning – Strategic Planning will be undertaken by the Committee of the Whole.

The motion carried 6-0-0.

I. 2019 Agency Goal Attainment

Motion: Roepke motioned, seconded by Narayanan to approve that the SWT Commission accepts the results of the 2019 Agency Goals and Objectives. The motion carried 6-0-0.

J. Commission Regular Meeting Schedule for 2020

Motion: Huang motioned, seconded by Roepke to approve that the SWT Commission approve the 2020 regular meeting schedule. The motion carried 6-0-0.

VII. CLOSED SESSION – The closed session began at 8:10 pm

A. CEO Evaluation Discussion

VIII. REOPEN SESSION – The session was reopened at 9:25 pm.

A. CEO Evaluation – The Commission came back into open session to take action on merit pay and 2020 salary.

Motion: McDonald motioned, seconded by Tjornhom to award \$4,650 in merit pay for 2019. The motion passed 6-0-0.

Motion: McDonald motioned, seconded by Narayanan to set the CEO salary for 2020 at \$184,194.34. The motion passed 6-0-0.

IX. ADJOURNMENT

Narayanan motioned, seconded by Roepke to adjourn the meeting. The motion passed 6-0-0. The meeting adjourned at 9:34 pm.

December 29, 2019 SouthWest Transit Commission Minutes Prepared By: Adam Hegeholz

Approved by: _____

Date: _____



**Balance Sheet for All Funds
October 2019**

Balance Sheet Category	Fund Name							Total
	General Fund	Capital & Equipment	SWS-Relocation Capital	Grant Projects	SWS Development	Debt Service		
Assets								
Cash & Investments	\$ 4,943,990	\$ 1,833,193	\$ (1,044,354)	\$ (1,364)	\$ 11,817,905	\$ (433,047)	\$	17,116,323
Accounts Receivable	1,121,785	-	-	-	3,488,551	-	-	4,610,336
Other Assets	641,753	-	-	-	-	-	-	641,753
Total Assets	6,707,528	1,833,193	(1,044,354)	(1,364)	15,306,456	(433,047)		22,368,412
Liabilities								
Accounts Payable	1,316,871	-	1,765	-	-	-	-	1,318,636
Other Liabilities	-	-	-	-	3,488,551	-	-	3,488,551
Total Liabilities	1,316,871	-	1,765	-	3,488,551	-		4,807,187
Fund Balances								
Beginning Fund Balance-January 2018	4,290,610	1,806,610	-	-	11,150,600	310,841		17,558,661
Net Change in Fund Balance	1,100,047	26,583	(1,046,119)	(1,364)	667,305	(743,888)		2,564
Total Fund Balances	5,390,657	1,833,193	(1,046,119)	(1,364)	11,817,905	(433,047)		17,561,225
Total Liabilities & Fund Balances	\$ 6,707,528	\$ 1,833,193	\$ (1,044,354)	\$ (1,364)	\$ 15,306,456	\$ (433,047)	\$	22,368,412



SouthWest Transit
 Revenue and Expenditures for All Funds
 Monthly Financial Report
 YTD October 2019

October-83.3%

	Sept Amended Budget	Current Month		2019 YTD Actual	2019 YTD Balance	% YTD Budget
		Actual	Actual			
General Fund 100						
Revenues						
Passenger Fares	\$ 2,967,600	\$ 257,591	\$ 2,576,580	(391,020)		86.8%
Contract Revenue	70,000	6,743	63,932	(6,068)		91.3%
CMAQ TMA Grant Revenue	-	-	38,268	38,268		0.0%
MVST Revenue	7,286,733	686,792	6,399,064	(887,669)		87.8%
RAMVST Revenue	1,354,708	128,221	1,193,388	(161,320)		88.1%
State Appr. GF	141,616	-	141,616	-		100.0%
Investment Income	10,000	4,602	43,775	33,775		437.8%
Other Local Revenues	258,500	88,478	265,081	6,581		102.5%
	12,089,157	1,172,427	10,721,704	(1,367,453)		88.7%
Other Sources	-	1,726	32,039	32,039		-
Insurance Recoveries	-	1,726	32,039	32,039		-
Total Revenue	\$ 12,089,157	\$ 1,174,153	\$ 10,753,743	\$ (1,335,414)		89.0%
Expenditures						
Administration	\$ 1,351,120	\$ 47,835	\$ 1,021,416	\$ 329,704		75.6%
Operations	6,947,992	537,257	5,550,615	1,397,377		79.9%
Vehicle Maintenance	2,039,775	68,114	1,543,356	496,419		75.7%
Facility Maintenance	1,232,100	46,138	930,287	301,813		75.5%
Total Expenditures	11,570,987	699,344	9,045,674	2,525,313		78.2%
Capital Cost Of Operating	753,535	161,098	517,505	236,030		68.7%
Total Expenditures & Capital Cost of Operating	12,324,522	860,442	9,563,179	2,761,343		77.6%
Other Financing Sources						
Transfers In	(105,690)	(105,690)	(105,690)	-		100.0%
Transfers (Out)	(105,690)	(105,690)	(105,690)	-		100.0%
Net Change in Fund Balance	\$ (341,055)	\$ 208,021	\$ 1,084,874			
Fund Balance, January 1			\$ 4,290,610			
Fund Balance, End of Current Period			\$ 5,375,484			
Months of Operating Expenditures			5			
Fund Balance as a % of the Expenditure Budget			43.6%			



SouthWest Transit
 Revenue and Expenditures for All Funds
 Monthly Financial Report
 YTD October 2019

October=83.3%

	Sept		Current		2019 YTD	2019	% YTD	
	Amended	Budget	Month	Actual				Actual
All Other Funds								
Capital & Equipment Capital Projects Fund 250								
Revenue	\$	5,000	\$	2,758	\$	26,583	21,583	531.7%
Expenditures	-	-	-	-	-	-	-	0.0%
Transfer In (Out)	-	-	-	-	-	-	-	0.0%
Net Change in Fund Balance	\$	5,000	\$	2,758	\$	26,583		
SWS Relocation Capital Projects Fund 338								
Revenue	\$	-	\$	-	\$	-	-	0.0%
Expenditures	-	75,000	-	89,598	1,046,119	(971,119)		1394.8%
Transfer In (Out)	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$	(75,000)	\$	(89,598)	\$	(1,046,119)		
Grant Projects Fund 336 & 337								
Revenue	\$	-	\$	145,200	\$	145,200	145,200	0.0%
Expenditures	-	-	-	-	146,564	(146,564)		0.0%
Net Change in Fund Balance	\$	-	\$	145,200	\$	(1,364)		
SWS Development Fund 360								
Revenue	\$	338,021	\$	31,788	\$	723,538	385,517	214.1%
Expenditures	-	5,000	-	-	17,173	(12,173)		343.5%
Transfer In (Out)	-	(39,060)	-	-	(39,060)	-		100.0%
Net Change in Fund Balance	\$	293,961	\$	31,788	\$	667,305		
Debt Service Fund 405-407								
Revenue	\$	315,458	\$	-	\$	202,154	(113,304)	64.1%
Expenditures	-	460,208	-	670,892	1,090,792	(630,584)		237.0%
Transfer In (Out)	-	144,750	-	-	144,750	-		100.0%
Net Change in Fund Balance	\$	-	\$	(670,892)	\$	(743,888)		

SouthWest Transit Commission Investments
December 2019

Broker	Purchase Date	Type	Description	Maturity Date	Type	Purchase Cost	Maturity Amount	Rate	Days to Maturity	Current Market Value	Accrued Interest	Fund	Months Term
			12/31/2019										
Flagship Bank	1/25/2017	CD	Flagship CD 100151	1/24/2020	CD	300,000.00	300,000.00	1.350%	24	300,000.00		250	36
Tradition Bank	2/5/2019	CD	Tradition Bank CD 13812681	2/5/2020	CD	1,500,000.00	1,500,000.00	2.430%	36	1,536,570.78	8,224	350	12
Alerus Bank	7/31/2019	Treas	6-month Treasury Notes	2/28/2020	Tr	4,262,224.00	4,262,224.00	2.500%	59	4,314,723.34	29,515	360	6
Flagship Bank	3/7/2017	CD	Flagship CD 100162	3/5/2020	CD	250,000.00	250,000.00	1.350%	65	250,000.00		360	36
Flagship Bank	12/14/2018	CD	Flagship CD 100294	3/14/2020	CD	250,000.00	250,000.00	2.250%	74	250,000.00		360	15
Flagship Bank	6/5/2017	CD	Flagship CD 100183	6/1/2020	CD	500,000.00	500,000.00	1.850%	153	500,000.00		250	36
Flagship Bank	7/11/2017	CD	Flagship CD 100192	7/10/2020	CD	250,000.00	250,000.00	1.850%	192	250,000.00		100	36
Flagship Bank	7/11/2017	CD	Flagship CD 100193	7/10/2020	CD	250,000.00	250,000.00	1.850%	192	250,000.00		100	36
Flagship Bank	7/15/2019	CD	Flagship CD 100324	7/12/2020	CD	250,000.00	250,000.00	2.100%	194	250,000.00		100	12
Flagship Bank	8/2/2019	CD	Flagship CD 100327	8/2/2020	CD	400,000.00	400,000.00	2.100%	215	400,000.00		360	12
Flagship Bank	8/12/2019	CD	Flagship CD 100328	8/12/2020	CD	1,000,000.00	1,000,000.00	2.100%	225	1,000,000.00		360	12
Tradition Bank	4/16/2019	CD	Tradition Bank CD 13813422	10/16/2020	CD	650,000.00	650,000.00	2.800%	290	659,058.51	4,451	100	18
Americana	1/8/2018	CD	Americana 10001619	1/8/2021	CD	500,000.00	500,000.00	2.000%	374	523,881.59	9,502	100	36
Americana	1/8/2018	CD	Americana 10001620	1/8/2021	CD	500,000.00	500,000.00	1.000%	374	262,719.68	4,765	100	36
Flagship Bank	3/2/2019	CD	Flagship CD 100306	2/28/2021	CD	250,000.00	250,000.00	2.700%	425	250,000.00		100	24
Flagship Bank	3/11/2019	CD	Flagship CD 100309	3/11/2021	CD	500,000.00	500,000.00	2.700%	436	500,000.00		250	24
Alerus Bank	4/7/2019	CD	Alerus CD 53544	4/7/2021	CD	250,000.00	250,000.00	2.400%	463	264,508.56	1,026	100	24
Flagship Bank	4/23/2018	CD	Flagship CD 100241	4/21/2021	CD	300,000.00	300,000.00	2.250%	477	300,000.00		250	36
Flagship Bank	5/30/2018	CD	Flagship CD 100247	5/25/2021	CD	250,000.00	250,000.00	2.250%	511	250,000.00		360	36
BankVista	6/6/2018	CD	BankVista CD 3301049	10/6/2021	CD	250,000.00	250,000.00	2.750%	645	250,000.00	3,432	360	40
			Total			12,412,224.00	12,412,224.00			12,561,462.46	60,915.09		
			<i>Flagship Bank - Nonprofit Checking</i>							<i>1,495,296.70</i>			
			<i>Flagship Bank - Money Market Acct</i>							<i>141,192.99</i>			
			<i>BankVista - Money Market ICS Acct</i>							<i>1,023,715.88</i>			
			Subtotal							\$ 2,660,205.57			
			Grand Total			\$ 12,412,224.00	\$ 12,412,224.00			\$ 15,221,668.03			
			Summary by Type (based upon current market value)										
		CD	8,246,739.12										
		US Govt Agency	4,314,723.34										
		Money Market/ICS	2,660,205.57										
			15,221,668.03										
			Summary by banks										
			<i>Banks</i>				<i>Amount</i>						
			<i>Americana</i>				<i>786,601.27</i>						
			<i>Alerus</i>				<i>4,579,231.90</i>						
			<i>Bank Vista</i>				<i>1,273,715.88</i>						
			<i>Flagship</i>				<i>6,386,489.69</i>						
			<i>Tradition</i>				<i>2,195,629.29</i>						
							<i>15,221,668.03</i>						
			Maturity Dates										
		Dec-19	\$ -										
		Jan-19	\$ 300,000.00										
		Feb-19	\$ 5,851,294.12										
		later	\$ 6,410,168.34										
			\$ 12,561,462.46										

SouthWest Transit					
Pledged Securities Accounts - December 2019					
Security Description	Safekeeping Agent	Maturity Date	Pledged Date	Book Value	Pledged Value
Flagship Bank Minnesota					
FHLB	United Bankers Bank	12/13/2019	12/14/2018	\$ 500,170.87	\$ 500,105.00
GNMA	United Bankers Bank	3/1/2020	7/20/2018	\$ 188,534.36	\$ 188,534.36
FNMA - FED NATL MTG ASSN	United Bankers Bank	3/4/2020	3/14/2018	\$ 500,124.56	\$ 500,035.00
US Treasury Notes	United Bankers Bank	4/30/2020	12/14/2018	\$ 748,871.12	\$ 399,250.00
FNMA - FED NATL MTG ASSN	United Bankers Bank	5/1/2020	10/23/2012	\$ 293,224.33	\$ 295,888.61
FHLB	United Bankers Bank	6/12/2020	1/5/2018	\$ 499,999.58	\$ 500,240.00
Capital One Bank CD	United Bankers Bank	7/15/2020	4/15/2019	\$ 247,000.00	\$ 247,000.00
Capital One Bank CD	United Bankers Bank	7/15/2020	4/15/2019	\$ 247,000.00	\$ 247,000.00
Discover	United Bankers Bank	7/15/2020	12/14/2018	\$ 247,000.00	\$ 247,000.00
Goldman Sachs Bank USA CD	United Bankers Bank	7/15/2020	12/14/2018	\$ 247,000.00	\$ 247,000.00
FHLB	United Bankers Bank	9/11/2020	12/14/2018	\$ 511,993.59	\$ 511,993.59
Barclays Bank CD	United Bankers Bank	9/16/2020	8/14/2018	\$ 247,000.00	\$ 247,000.00
Barclays Bank CD	United Bankers Bank	9/23/2020	6/21/2016	\$ 245,000.00	\$ 245,000.00
Comenity 2	United Bankers Bank	10/5/2020	7/27/2017	\$ 249,000.00	\$ 249,000.00
Natl COOP	United Bankers Bank	10/30/2020	7/24/2017	\$ 247,000.00	\$ 247,000.00
Comenity Capital Bank CD	United Bankers Bank	4/26/2021	5/16/2016	\$ 249,000.00	\$ 249,000.00
US Treasury Notes	United Bankers Bank	4/30/2021	10/6/2016	\$ 503,517.24	\$ 504,160.16
FHLB	United Bankers Bank	6/11/2021	5/25/2018	\$ 501,886.39	\$ 504,425.00
FNMA - FED NATL MTG ASSN	United Bankers Bank	8/1/2021	10/23/2012	\$ 380,277.27	\$ 387,154.51
FFCB-FED Credit Bank	United Bankers Bank	9/1/2021	10/6/2016	\$ 502,013.08	\$ 501,315.00
FHLMC - FED Home Loan Mortgages	United Bankers Bank	11/1/2021	8/12/2015	\$ 393,235.75	\$ 400,635.41
US Treasury Notes	United Bankers Bank	7/31/2022	10/6/2016	\$ 749,605.91	\$ 757,968.75
Enerbank USA	United Bankers Bank	9/13/2024	9/25/2019	\$ 247,309.74	\$ 247,308.30
				\$ 8,745,763.79	\$ 8,424,013.69
BankVista					
FDIC	FDIC - State	10/6/2021	6/6/2018	\$ 250,000	\$ 250,000
FDIC	ICS Account	10/6/2021	6/6/2018	\$ 1,000,000	\$ 1,000,000
Tradition Capital Bank					
Fed Farm Credit Bank	BMO Harris Bank N.A	3/14/2022	2/4/2019	\$ 990,850	\$ 990,850
McGregor MN ISD	BMO Harris Bank N.A	2/1/2022	2/4/2019	\$ 208,515	\$ 208,515
Madison Lake MN	BMO Harris Bank N.A	2/1/2025	2/4/2019	\$ 265,864	\$ 265,864
Carver County	BMO Harris Bank N.A	2/1/2026	2/4/2019	\$ 498,907	\$ 498,907
Fed Farm Credit Bank	BMO Harris Bank N.A	2/1/2026	2/4/2019	\$ 990,850	\$ 990,850
Alerus					
FRB Federal Reserve Custody	Bank of North Dakota	9/1/2023	6/22/2016	\$ 631,744	\$ 620,263
Wealth Fiduciary Treasury	US Security		1/28/2019	\$ 4,260,000	\$ 4,260,000
Americana Community Bank					
GNMA Pool # MA1119	United Bankers Bank	7/1/2042	8/25/2016	\$ 980,594	\$ 946,966
			Total	\$ 18,823,088	\$ 18,456,229
Summary Total Funds 12/31/2019					
Flagship Bank	\$ 6,386,489				
BankVista	\$ 1,272,113				
Tradition Capital Bank	\$ 2,695,629				
Alerus	\$ 4,579,232				
Americana Community Bank	\$ 786,601				
Total	\$ 15,720,064				
Difference Extra	\$ 2,736,164.69				



SOUTHWEST TRANSIT

To: SouthWest Transit Commission
From: Len Simich, CEO
Date: January 23, 2020
Subject: Garage Office Expansion Contract Awards

REQUESTED ACTION:

That the Commission authorize its CEO to enter into contracts with the contractors identified below who submitted the low bid in relation to the work each will perform in the construction of the garage office addition. The addition is needed to replace the office space lost with Metropolitan Council purchasing SouthWest Station for the SWLRT expansion into Eden Prairie.

New Contracts Under \$35k Ready for Commission Review:

1. **Bid Package 5H. Painting – Integrated Painting Solutions – \$18,055.21**

New Contracts Over \$35k Ready for Commission Review:

1. **Bid Package 5N. Special Coatings – Advantage Coating Inc. – \$244,065.00**
2. **Bid Package 8C. Training Room A/V – AVI Systems - \$83,391.11**

BUDGET IMPACT:

The action requested totals **\$345,511.32**. This amount is in addition to the bids equaling \$2,869,006.00 approved by the Commission October. **Total bids awarded to date equal \$3,214,517.32** of the estimated \$4 million previously authorized by the Commission to complete the garage addition/expansion.

BACKGROUND:

In June the Commission authorized a contract with Big D Construction to provide construction management services in relation to expanding office space and other improvements at the current garage and maintenance facility located in Eden Prairie.

Besides reviewing the design of the proposed expansion, completing a project estimate, schedule and provide construction administration, meet/direct contractor and providing on-site staff during the construction, review pay submittals, monitor safety and RFI's, and manage closeout procedures, Big D's contract called for them to develop bid packages, hold pre-bid meetings and solicit bids and/or quotes.

The bids/quotes identified in this memo represent the low bids/quotes received for each package. For packages that were likely to approach or exceed the statutory sealed-bid threshold, SWT solicited sealed bids. For all other packages, SWT solicited written quotes. The following is a complete listing of bids and quotes by package received to date. The items in blue represent the action taken tonight. Items in black represent items previously acted upon.

General Conditions Temporary Sanitary Facilities – Biff’s Inc. – \$6,634
General Conditions Trash Removal – Atomic Recycling – \$3,951
General Conditions Temporary Fencing – Midwest Fencing – \$3,951
General Conditions Field Office – Willscot – \$5,015
Total \$19,551

Bid Package 1A. Demolition: Ramsey Construction. Bid \$89,500
Bid Package 1B. Concrete: Axel Ohman. Bid \$187,000
Bid Package 1C. Masonry: Axel Ohman. Bid \$249,500
Bid Package 1E. Glass/Glazing: Northern Glass. Bid \$139,000
Bid Package 1F. Steel & Gypsum Board Assemblies: RTL. Bid \$159,969
Bid Package 1G. Elevators: Thyssen Krupp. Bid \$126,500
Bid Package 1H. Plumbing: Peterson Sheet Metal. Bid \$291,500
Bid Package 1I. Mechanical: Peterson Sheet Metal. Bid \$179,500
Bid Package 1J. Electrical: Kloos Electric. Bid \$149,620
Total \$1,572,089

Bid Package 2A. Site Demo:Nord Excavating. Bid \$11,420
Bid Package 2B. Earthwork: Nord Excavating. Bid \$28,380
Bid Package 2C. Utilities: (Coordinating with CenterPoint)
Bid Package 2D. Precast: Taracon. Bid \$29,380
Bid Package 2E. Roofing: Jackson & Assc. Bid \$94,000
Bid Package 2G. Doors-Frames-Hardware: Laforce \$60,621
Bid Package 2H. Special Function OH Doors: Overhead Door Company \$50,365
Bid Package 2I. Fire Protection: Total Fire Protection. \$55,000
Total \$329,166

Bid Package 3A. Structural Steel & Joist and Deck Supply: Red Cedar Steel Erectors. \$58,200.00
Bid Package 3B. Miscellaneous Steel: Red Cedar Steel Erectors \$57,890
Bid Package 3C. Structural Steel & Joist and Deck Erect/Install: \$126,450
Bid Package 3D. Miscellaneous Steel and Erect/Install: Red Cedar Steel Erectors \$120,400
Total \$362,940

Bid Package 4A. Siding Minnkota Architectural Products \$321,943
Bid Package 4B. Fuel Tanks – Pump and Meter Service, Inc. – \$101,737
Total \$423,680

Bid Package 5D. Joint Sealants – Gage Brothers – \$11,750
Bid Package 5E. Tiling – Value Plus Flooring – \$53,819
Bid Package 5F. Acoustical Ceiling – Twin City Acoustic – \$17,250
Bid Package 5G. Flooring – Value Plus Flooring – \$22,176

Bid Package 5H. Painting – Integrated Painting Solutions – \$18,055.21

Bid Package 5I. Toilet & Bath Accessories – Bartley Sales – \$4,925

Bid Package 5L. Countertops – Leons Countertops – \$2,610

Bid Package 5M. Site Concrete – North Country Concrete – \$13,650

Bid Package 5N. Special Coatings – Advantage Coating Inc. – \$244,065.00

Total \$388,300.21

Bid Package 6A. Waterproofing – Kramer Davis, Inc. - \$5,900

Total \$5,900

Bid Package 8A. Helical Foundation Anchors – Deep Foundation Group - \$29,500

Bid Package 8C. Training Room A/V – AVI Systems - \$83,391.11

Total \$112,891.11

Note – Previous action by the Commission authorized its CEO to approve any change orders and/or subcontracts which do not exceed \$35,000, as long as the change order or subcontract work does not change the original intent of the project, or exceed the total amount set aside in the contingency budget (\$400,000). All change orders will continue to appear on the payment application of the contractor approved by the Commission at its monthly meeting.

Also note that a contingency budget of 10% or \$400,000 was also established for the project. The contingency budget is an internal budget account for SouthWest Transit and not included in any of the subcontracts.

RECOMMENDATION:

That the Commission authorize its CEO to enter into contracts with the contractors identified in this memo who submitted the low bid/quote in relation to the work each will perform in the construction of the garage office addition.

January 16, 2020

Mr. Simich
14405 West 62nd St.
Eden Prairie, MN 55346

Re: SouthWest Transit North Entry and Improvements
Request for Commission Approval

Dear Mr. Simich

Big-D Construction Midwest, LLC would at this time submit to you our recommendation for the contract award on **Bid Package 5H Painting – Integrated Painting Solutions**.

After reviewing the 2 bids received and conducting a Post Bid Review Meeting, (see attached noted) we recommend award be made for the above-mentioned bid package to:

Integrated Painting Solutions
7635 West 148th Street
Apple Valley, MN 55124

In the dollar amount of:

\$18,055.21

Please provide us with the Board resolution, so a Notice of Award and contract can be issued to the above-mentioned Contractor.

Sincerely



Kale D. Massey
Project Manager

Enclosures: Bid Tab Summary
Post Bid Review Form

Cc: Gary Hay, Hay Dobbs P.A.



Big-D Construction Midwest, LLC
2706 Gannon Road | St. Paul, MN 55116 | P 612.332.9050 | www.big-d.com

SouthWest Transit

Bid Analysis - [Bidding Phase]



Bid Package 5H Painting

Big-D Construction Corp.
12/20/2019

Bid Analysis		Integrated Paining Solutions 12/6/2019	FTP	Invited 4 Others	Budget DD1 7/22/2019
Date of Proposal		12/6/2019			
Main Contact					
Phone					
Scope Items					
Base Budget		\$ 18,055	\$ 91,612		\$ 16,024
Paint GWB Walls and Ceilings		Y	Y		
CMU / Block Filler		Y	Y		
Bathrooms		Y	Y		
Exposed Structural Ceilings		Y	Y		
Wall Accents		Y - need def	Y		
HM Doors / Frames		Y	Y		
Bollards		Y	Y		
RTUs		Y	Y		
Railings and Steel Stairs		Y	Y		
Roof Access Ladder		Y	Y		
Floor Striping		Y	Y		
Addendum included?		Y	Y		
Bond Required - See Spec		na	na		
Responsible Contractor Form - See Spec		request	na		
Non Collusion - See Spec		request	na		
Meets Insurance Requirements?		YES	na		
Tax - Included?		YES			
Comparison Total		\$ 18,055	\$ 91,612	\$ -	\$ 16,024
Delta		\$ -	\$ 73,557	\$ (18,055)	\$ 2,031

Integrated Painting Solutions

7635 W. 148th Street
 PO Box 353
 Apple Valley, MN 55124

Estimate

Date	Estimate #
11/21/2019	1834

Name / Address
Big-D Construction 800 Washington Ave N Suite 900 Minneapolis, MN 55401

			Project
			SW Transit North E...
Description	Qty	Cost	Total
Painting per spec: following areas to receive (1) coat primer, and (2) coats finish wall and ceiling First Floor 100 bus entry, 101 hall, 102 stair, 107 copy, 108A restroom, 108 office, 109 office, 110 office, 111 office, 130 toilet, 151 hall Second Floor 201 office, 202 office, 203 office, 204 hall, 205 office, 206 office, 208A janitor, 209 walkway, 211 training, 212 elect, 207, 208 bathroom Paint 1. GWB Walls and ceiling 2. CMU/Block filler 3. bathrooms, 4. exposed structural ceilings, 5. wall accents, 6. HM doors/Frames 7. bollards, RTUs, 9. railings and steel stairs 10. roof access ladder, 11. floor striping		18,055.21	18,055.21
		Total	\$18,055.21

Customer Signature _____

Integrated Painting Solutions

7635 W. 148th Street
 PO Box 353
 Apple Valley, MN 55124

Estimate

Date	Estimate #
11/21/2019	1834

Name / Address
Big-D Construction 800 Washington Ave N Suite 900 Minneapolis, MN 55401

Project
SW Transit North E...

Description	Qty	Cost	Total
Painting per spec: following areas to receive (1) coat primer, and (2) coats finish wall and ceiling First Floor 100 bus entry, 101 hall, 102 stair, 107 copy, 108A restroom, 108 office, 109 office, 110 office, 111 office, 130 toilet, 151 hall Second Floor 201 office, 202 office, 203 office, 204 hall, 205 office, 206 office, 208A janitor, 209 walkway, 211 training, 212 elect Paint Doors ✓ CMU ✓ Ballards ✓ STAIRS ✓ RAILINGS ✓ WALLS ✓ PARTIAL RAILINGS ✓		11,450.00	11,450.00
		Total	\$11,450.00

in Fred 651.276.6783

Customer Signature _____



1810 Crestview Dr. 4C
 Hudson, WI 54016
 Telephone: 715-531-3292
 Fax: 715.381.0251

October 29th, 2019

Big-D Construction
 800 Washington Ave N #900
 Minneapolis, MN 55401

Southwest Transit – North Entry and Improvements

14405 West 62nd Street
 Eden Prairie, MN 55346

Finishing Touch Plus is pleased to provide a bid for all labor and materials for the above-mentioned project per plans and specifications prepared by Hay Dobbs P.A. Architects on August 12th, 2019 through Addendum No. 6 dated 10/15/2019.

Scope of Work

Painting – 09 90 00

- Perform minor drywall repairs as needed to previously painted existing walls prior to painting
- Protect adjacent surfaces not scheduled to receive new finishes.
- Paint gypsum substrates per plans and room finish schedule with 1 coat of primer as needed and 2 coats of paint.
 - SW DW Primer
 - SW ProMar200 Zero VOC – Epoxy at restrooms
- Paint Concrete/CMU substrates per plans and room finish schedule with 1 coat of primer as needed and 2 coats of paint.
 - SW Heavy Duty Block filler
 - SW DTM Alkyd Enamel
- Paint exposed structural ceilings.
 - SW WB Acrylic Dryfall
- Apply painted wall accents per plans.
- Paint HM doors (19) and HM frames (31) per schedule.
- Paint new bollards, RTUs (2), metal railings and exposed steel stair components per plans.
- Paint metal railings.
- Paint new roof access ladder and exposed steel stair components.
- Apply floor striping per plans at Area B.
- Complete touch up as needed (1 GC and 1 Owner punch allowance).

Proposal Conclusion

Total Labor	\$ 66,805.00
Total Material	\$ 24,807.00
Total Proposal	\$ 91,612.00

- *Prevailing wage requirements included.*

Alternates

- Paint gypsum substrates with SW Acrylic Enamel per spec, in lieu of ProMar200... ADD \$ 3,300.00



1810 Crestview Dr. 4C
Hudson, WI 54016
Telephone: 715-531-3292
Fax: 715.381.0251

Exclusions

- No drywall hanging, taping or mudding included in price.
- No caulking or puttying included.
- No sealing of concrete floors or floor finishes included in price.
- No painting or staining of wood doors or frames included in price.
- No painting of existing exterior precast walls.
- No painting of exterior metal paneling, wall cap, or misc. prefinished items.
- No painting of storefront systems or aluminum substrates.
- No painting of OH doors or frames.
- No painting of curbs included
- No lintels or louvers included in price.
- Painting or staining of base trim, casings or misc. interior or exterior woodwork.
- No painting of ACT systems included.
- No freezing temperatures or temporary heat.
- No parking striping included.
- No work to shaded areas of plans included.
- *All items can be added upon request.*

Thank you for considering Finishing Touch Plus for your painting needs. We pride ourselves on our professionalism and the highest standards of quality. We look forward to doing continued business with you! Please feel free to call if you have any questions.

Sincerely,

Reid White

Reid White

January 16, 2020

Mr. Simich
14405 West 62nd St.
Eden Prairie, MN 55346

Re: SouthWest Transit North Entry and Improvements
Request for Commission Approval

Dear Mr. Simich

Big-D Construction Midwest, LLC would at this time submit to you our recommendation for the contract award on **Bid Package 5N Special Coatings – Advantage Coating Inc.**

After reviewing the 3 bids received and conducting a Post Bid Review Meeting, (see attached noted) we recommend award be made for the above-mentioned bid package to:

Advantage Coating Inc.
884 Arbor Drive
Chaska, MN 55318

In the dollar amount of:

\$244,065.00

Please provide us with the Board resolution, so a Notice of Award and contract can be issued to the above-mentioned Contractor.

Sincerely



Kale D. Massey
Project Manager

Enclosures: Bid Tab Summary
Post Bid Review Form

Cc: Gary Hay, Hay Dobbs P.A.



Big-D Construction Midwest, LLC
2706 Gannon Road | St. Paul, MN 55116 | P 612.332.9050 | www.big-d.com

SouthWest Transit

Bid Analysis - [Bidding Phase]



Bid Package 5N Special Coatings

Big-D Construction Corp.
1/6/2020

Bid Analysis		Advantage Coating Inc	Pro Maintenance Inc	Universal Floor Coatings, LLC	Budget DD1
Date of Proposal		12/17/2019	12/17/2019	12/17/2019	7/22/2019
Main Contact		Dan Roth			
Phone		612.723.1287			
Scope Items					
Base Budget					\$ 71,057
Maint Garage 10' around New Trench Drains		\$ 8,977	\$ 6,120	\$ 61,557	
Garage B, Garage 121, New Bus Entry Room 100		\$ 86,109	\$ 134,060	\$ 286,866	
Bus Wash Room 124		\$ 34,249	\$ 58,633	\$ 104,008	
Garage C		\$ 47,452	\$ 71,467	\$ 158,446	
Garage D		\$ 67,278	\$ 101,665	\$ 222,070	
Joint Treatments		Y	Y	Y	
Prep		Y	Y	Y	
Curb Color		Y	Y	Y	
Addendum included?		Y	Y	Y	
Bond Bond or Check?		Bond	Bond	Bond	
P&P Bond Included?		Y	?	?	
Responsible Contractor Form?		Y	Y	Y	
Non Collusion?		Y	Y	Y	
Meets Insurance Requirements?		OK	?	?	
Tax - Included?		Yes	Yes	Yes	
Comparison Total		\$ 244,065	\$ 371,944	\$ 832,947	\$ 71,057
Delta		\$ -	\$ 127,879	\$ 588,882	\$ (173,008)

Alternates:

Deduct for Payment and Performance Bond
In addition to the Base Bid Provide a Topcoat - GP 4638 with Traffic Additive:

Maint Garage 10' around New Trench Drains
Garage B, Garage 121, New Bus Entry Room 100
Bus Wash Room 124
Garage C
Garage D

\$ (2,702)	no bid	\$ (40,000)
\$ 750	\$ 1,440	\$ 68,177
\$ 5,628	\$ 6,170	\$ 321,004
\$ 1,341	no bid	\$ 113,049
\$ 3,116	\$ 6,170	\$ 177,006
\$ 4,397	\$ 8,777	\$ 248,530

Unit Prices:

TPM
TPM with Topcoat and Traffic Additive
FasTop 12S
FasTop 12S with Topcoat and Traffic Additive

\$ 4.59	6.95	14.72
\$ 4.89	7.55	
\$ 9.00	12.65	
\$ 9.30	no bid	

Confidential

Bid Analysis SWT.xlsx
BP 2F Special Coatings

1/7/2020

Page 1 of 1

BID PACAKAGE #5N BID FORM (rev 12-17-2019)

SUBMITTED BY: Advantage Coating inc
Company Name - Hereinafter referred to as the "Bidder"

HAVE YOU INCLUDED THE REQUIRED FORMS (If applicable)? See Bid Invite for applicable forms
Bid Bond is REQUIRED. Include the Responsible Contractor Verification Form and Non-Collusion Affidavit.

BID FOR CONTRACT WORK

- (1) We, the undersigned, being familiar with the local conditions affecting the cost of the Work and with the Contract Documents, including the Advertisement for Bids, Bid Form, General Conditions of the Contract for Construction as amended therein, Special Conditions, Drawings, Specifications and Addenda Numbers 1,2,3,4 AND Additional if Issued 12-17-19, on file in the Office of:

Mr. Dave Jacobson, Chief Operating Officer
Southwest Transit
14405 West 62nd Street
Eden Prairie, MN 55346

Or request electronic copies from **Big-D Construction Midwest LLC. (CM)**

and in accordance with the provisions thereof, hereby propose to furnish all labor, materials, equipment and services necessary for the following Project:

Project Name:

SWT North Entry and Improvements Bid Package # 5N

SCOPE OF WORK

Utilize **General Polymers TPM #115 Standard Troweled Mortar System (or pre-bid approved equal)** in the following Areas.

- Maintenance Garage 10' around New Trench Drains
- Garage B, Garage 121, New Bus Entry Room 100
- Garage C
- Garage D

Utilize **General Polymers FasTop 12S Urethane Slurry System (or pre-bid approved equal)** in the following Areas.

- Bus Wash Room 124

ALTERANTE BID: In Addition to the Base Bid Provide a Topcoat of General Polymers 4638 with Traffic Additive (or pre-bid approved equal.)

SWT NORTH ENTRY AND IMPROVEMENTS

BASE BID: See Sheet A120
BASE BID: Maintenance Garage 10' around New Trench Drains
BASE BID: Garage B, Garage 121, New Bus Entry Room 100
BASE BID: Bus Wash Room 124
BASE BID: Garage C
BASE BID: Garage D

\$ 9,977.⁰⁰
 \$ 76,109.⁰⁰
 \$ 34,049.⁰⁰
 \$ 47,452.⁰⁰
 \$ 67,278.⁰⁰

OUR TOTAL BASE BID FOR THE WORK OF THIS PROJECT IS:

Two hundred forty four thousand Sixty five dollar \$ DOLLARS
 (Amount in words)

\$ 244,065.⁰⁰

DEDUCT AMOUNT for PAYMENT and PERFORMANCE BOND:

\$ 2,702.⁰⁰

ALTERANTE BID: In Addition to the Base Bid Provide a Topcoat of General Polymers 4638 with Traffic Additive (or pre-bid approved equal.)

ALTERNATE BID: Maintenance Garage 10' around New Trench Drains
ALTERNATE BID: Garage B, Garage 121, New Bus Entry Room 100
ALTERNATE BID: Bus Wash Room 124
ALTERNATE BID: Garage C
ALTERNATE BID: Garage D

\$ 750.⁰⁰
 \$ 5,628.⁰⁰
 \$ 1,341.⁰⁰
 \$ 3,116.⁰⁰
 \$ 4,397.⁰⁰

- (2) **ADDENDA ACKNOWLEDGEMENT:** All Addenda shall become part of this bid and the Contract. As acknowledgement of this requirement, the Bidder shall insert the numbers of all Addenda included in this bid in the space provided in paragraph (1) on the first page of this Bid Form. Failure to list all Addenda issued shall be cause for rejection.
- (3) **ALTERATIONS/ERASURES:** A Bid Form shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure must be crossed out and the correction thereof printed in ink or typewritten adjacent to the alteration or erasure and initialed in ink by the person signing the bid. Enter the bid and any alternate amounts in both written format and numerically. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence.
- (4) **STATE OF INCORPORATION:** For corporations, please list the state of incorporation:
Minnesota
- (5) **NAMES OF PARTNERS:** For partnerships, please list the full names of the partners:
None
- (6) **REJECTION OF BIDS/ BID WITHDRAWAL:** In submitting this bid it is understood that the Owner reserves the right to reject any and all bids. It is agreed that this bid cannot be withdrawn until after thirty (30) calendar days have passed from the date of the bid opening, if the Owner has not yet acted thereon.

SWT NORTH ENTRY AND IMPROVEMENTS

- (7) ENCLOSURES: If the Specifications require the Bidder to submit catalogues, drawings, specifications, performance data, descriptive information of special equipment, or other items, the Bidder shall include the required items with the Bid Form.
- (8) TIME OF COMPLETION: The undersigned Bidder hereby affirms and states that, if awarded the Contract for said Project, Work will commence within 10 (ten) consecutive calendar days after the written Notice to Proceed and the entire Contract will be Substantially Complete by the dates as shown in the Milestones Schedule as described in Section 01 12 16, "Work Sequence and Milestones Schedule" as a condition of the Contract. We understand further, that the Contractor shall be assessed liquidated damages for each consecutive calendar day any Project Work component remains incomplete after the required date(s) of completion. Contract processing delays by the Bidder shall not extend the Time of Completion.
- (9) UNIT PRICES: The Owner may direct Modifications affecting the quantity of certain items. The Unit Prices for such Modifications shall include all materials, labor, equipment, insurance, taxes, transportation, overhead and profit to cover the finished Work as described and shall apply to both additions and deductions in quantities, except that if deductions are made after materials are fabricated and/or delivered, the price deductions shall be adjusted accordingly. The Owner reserves the right to reject any Unit Price which it considers unreasonable. The Bidder shall complete this section of the Bid Form as follows:

Unit Price:

\$ Tpm 115 \$14.59 with AH \$4.89 ~~125 \$19.00~~ AH \$9.30 / SQFT

(10)

COMPANY NAME:

Advantage Coating Inc.
(Insert Company Name)

By: James D. Ernst
(Print or Type)

By: Cynthia Ernst
(Print or Type)

Signature: [Signature]

Signature: Cynthia Ernst

Title: President

Title: Vice President

Date: 12-18-19

Date: 12-18-19

Company's Official Address: 884 Arbor Drive
Chaska, MN. 55318

SWT NORTH ENTRY AND IMPROVEMENTS

Company's Telephone Number: 952-556-8720

Company's Facsimile Number: 952 556 8723

Company's E-mail Address: dan@AdvantageCoatings.com

END OF SECTION

SWT NORTH ENTRY AND IMPROVEMENTS

SECTION 00 43 13 - BID BOND FORM

SWT North Entry and Improvements Bid Package # 5N

Bond No. 363774

Premium \$ 0.00

KNOW ALL PERSONS BY THESE PRESENTS, that We, Advantage Coating, Inc., 884 Arbor Drive, Chaska, MN 55318 (hereinafter called "Principal"), as Principal, and Merchants National Bonding, Inc., a corporation organized and existing under the laws of the State of Iowa, and authorized to transact business in the State of Minnesota, (hereinafter called "Surety"), as Surety, are held and firmly bound unto Southwest Transit (hereinafter called "Obligee"), in the penal sum of Five Percent of Total Bid Amount (\$ --5%--), in good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has submitted a Bid Proposal pursuant to the Southwest Transit North Entry and Improvements, Bid Package #5N Garage Floor Coatings, Eden Prairie, MN which Bid Proposal is referred to and made a part hereof as fully and to the same extent as if copied at length for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, the condition of this obligation is such, that if any award made by said Obligee, to the above bounded Principal, its executors, administrators, personal representatives or assigns under the Southwest Transit North Entry and Improvements, Bid Package #5N Garage Floor Coatings shall be accepted by said Principal and said Principal shall enter into a contract for the furnishing of said Garage Floor Coatings, and give bond with the Merchants National Bonding, Inc., as Surety, or with other Surety or Sureties to approved by the Obligee for the faithful performance thereof, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of December, 2019.

Cynthia Ernst

Principal - Advantage Coating, Inc.

Jessica A. Olson
Jessica A. Olson, Attorney-in-Fact
Surety Company - Merchants National Bonding, Inc.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20_____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Scott) ss

On the 18th day of December, 2019, before me personally appeared Cynthia Ernst to me known, who being by me duly sworn, did depose and say: that he resides in Minnesota that he is the Vice President of the Advantage Coating

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

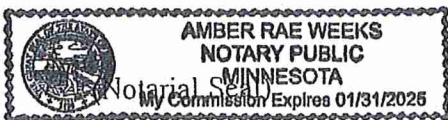


Notary Public, Hallie Dubbe
County, Scott
My commission expires 1/31/2025

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss

On the 18th day of December, 2019, before me appeared Jessica A. Olson to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Merchants National Bonding, Inc., a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Amber Weeks
County, Scott
My commission expires January 31, 2025

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jessica A Olson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of December, 2019.

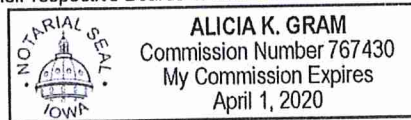


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 18th day of December, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of December, 2019.



William Warner Jr.
Secretary

Exhibit C

SWT NORTH ENTRY AND IMPROVEMENTS

SECTION 00 41 14 - RESPONSIBLE CONTRACTOR VERIFICATION

I am an owner or officer of Advantage Coatings [name of bidder] ("Bidder"). I hereby verify that Bidder is in compliance with the minimum criteria required of a "responsible contractor" as that term is defined in Minnesota Statutes § 16C.285, subdivision 3, and as explained in the Section 00 21 13 Instructions to Bidders in section 15 entitled "Responsible Contractor Verification."

I further agree that Bidder has received a signed statement under oath from each subcontractor and motor carrier that Bidder intends to use to perform work on the project verifying that the subcontractor or motor carrier meets the minimum criteria under Minn. Stat. § 16C.285, and that Bidder will furnish such statements to the contracting authority upon request. Bidder intends to retain the following first-tier subcontractors and motor carriers for work on this project [attach additional sheet as necessary to list of contractors]:

If Bidder is awarded the contract for the project, I further agree that Bidder will submit the attached document entitled "Additional Subcontractor List" as required.

Signed this 18th day of Dec., 2019

[Signature]

By: James D. Ernst [printed name]

President [title] of Advantage Coatings [name of bidder]

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

Signed and sworn to before me on 18 December 2019, by James Ernst

[Signature]
Notary Public



SWT NORTH ENTRY AND IMPROVEMENTS

ADDITIONAL SUBCONTRACTORS AND MOTOR CARRIERS LIST

PROJECT TITLE: South West Transite #5N Flooring

Pursuant to Minn. Stat. § 16C.285, subd. 5, the prime contractor must submit this form within 14 days of retaining any additional subcontractor or motor carrier on the project. This form must be submitted to the Project Manager or other individual as identified in the solicitation document.

Additional Subcontractors and Motor Carriers

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that all additional subcontractors and motor carriers listed on this Additional Subcontractors and Motor Carriers List have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Signed this 18th day of Dec., 2019

[Signature]

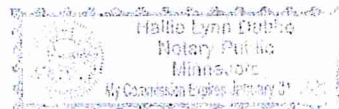
By: James D Ernst [printed name]

President [title] of Advantage Coatings Inc [name of company]

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

Signed and sworn to before me on 18 December, 2019, by James Ernst

[Signature]
Notary Public



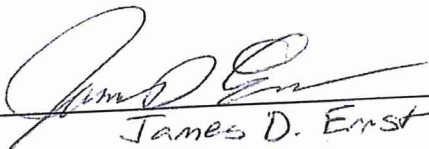
SWT NORTH ENTRY AND IMPROVEMENTS

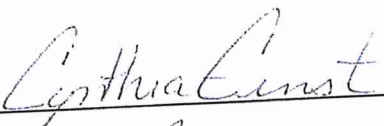
SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

Bidder Company Name: Advantage Coating
(NOTE: This form MUST be submitted with each bid.)

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation (if the bidder is a corporation), having authority to sign on his, hers, or its behalf and if awarded the contract to enter into such contract;
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this statement.

By 
James D. Ernst
Its President

By 
Cynthia Ernst
Its Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraus - Anderson Insurance 420 Gateway Blvd Burnsville MN 55337	CONTACT NAME: Certificates Department	
	PHONE (A/C, No, Ext): 952-707-8200	FAX (A/C, No): 952-890-0535
E-MAIL ADDRESS: certificates@kainsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: SECURA Insurance, A Mutual Company		22543
INSURED Advantage Coating Inc 884 Arbor Dr Chaska MN 55318	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1945327255 **REVISION NUMBER:**

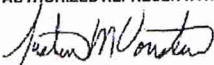
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CP3175242	3/11/2019	3/11/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		A3175243	3/11/2019	3/11/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU3175245	3/11/2019	3/11/2020	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		WC3175244	3/11/2019	3/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

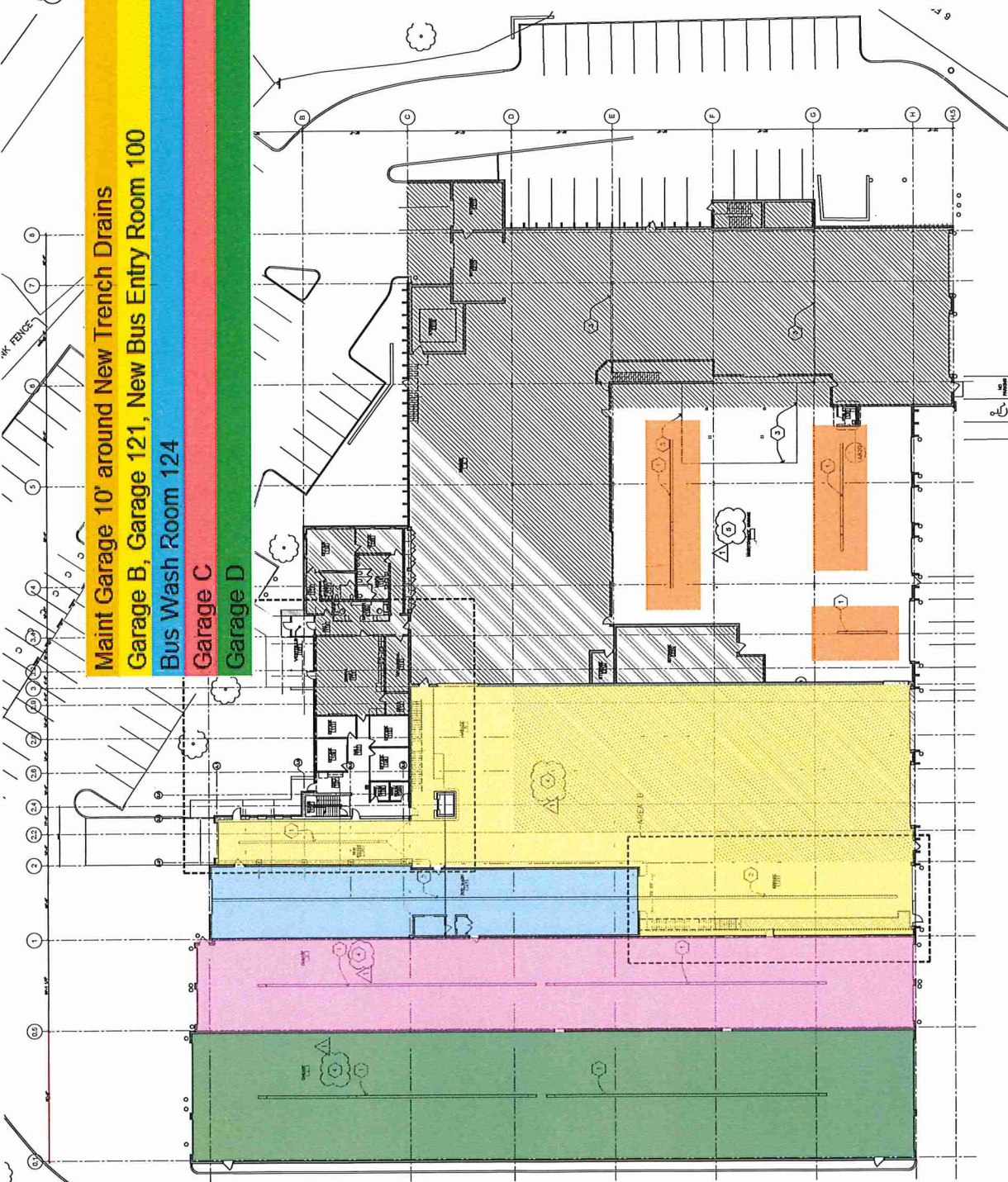
CANCELLATION

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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1. ALL NEW MECHANICAL ROOMS SHALL BE MECHANICAL ROOMS.
2. ALL NEW MECHANICAL ROOMS SHALL BE MECHANICAL ROOMS.
3. ALL NEW MECHANICAL ROOMS SHALL BE MECHANICAL ROOMS.
4. ALL NEW MECHANICAL ROOMS SHALL BE MECHANICAL ROOMS.

Maint Garage 10' around New Trench Drains	\$	8,977
Garage B, Garage 121, New Bus Entry Room 100	\$	86,109
Bus Wash Room 124	\$	34,249
Garage C	\$	47,452
Garage D	\$	67,278



1 OVERALL FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

January 16, 2020

Mr. Simich
14405 West 62nd St.
Eden Prairie, MN 55346

Re: SouthWest Transit North Entry and Improvements
Request for Commission Approval

Dear Mr. Simich

Big-D Construction Midwest, LLC would at this time submit to you our recommendation for the contract award on **Bid Package 8C – Training Room A/V – AVI Systems.**

After reviewing the 1 bid received and conducting a Post Bid Review Meeting, (see attached noted) we recommend award be made for the above-mentioned bid package to:

AVI Systems Inc.
9675 West 76th Street
Eden Prairie, MN 55344

In the dollar amount of:
\$83,391.11

Please provide us with the Board resolution, so a Notice of Award and contract can be issued to the above-mentioned Contractor.

Sincerely



Kale D. Massey
Project Manager

Enclosures: Bid Tab Summary
Post Bid Review Form

Cc: Gary Hay, Hay Dobbs P.A.



Big-D Construction Midwest, LLC
2706 Gannon Road | St. Paul, MN 55116 | P 612.332.9050 | www.big-d.com

SouthWest Transit

Bidding Stage



BP.8C Conference Room A/V

Big-D Construction Corp.
01/16/2020



Bid Analysis		Date of Proposal	AVI Systems			Budget
			10/01/2019			09/01/2019
		Main Contact	Charlie Ryan			\$ -
Scope Items						
Equipment			\$ 52,043.76			
Integration			\$ 23,308.73			
1 Year PRO Support			\$ 5,500.00			
Shipping & Handling			\$ 2,538.62			
Comparison Total			\$ 83,391.11	\$ -	\$ -	\$ -
Variance vs. Budget			\$ (83,391.11)	\$ -	\$ -	\$ -

Retail Sales Agreement



AVI Systems Inc., 9675 W 76th St Eden Prairie, MN, 55344 | Phone: (952)949-3700, Fax: (952)949-6000

Proposal Number: 958652
Prepared For: Southwest Transit
Attn: Jason Kirsch

Proposal Date: October 01, 2019

Southwest Transit- Garage Conference Room

Prepared By: Charlie Ryan
Phone: (952)905-7983
Email: charlie.ryan@avisystems.com

BILL TO

Attn: Jason Kirsch
Southwest Transit
14405 W 62nd ST
Eden Prairie, MN, 55346
Phone: (952)974-3104
Email: JKirsch@swtransit.org
Customer Number: 6354

SITE

Attn: Jason Kirsch
Southwest Transit
14405 W 62nd ST
Eden Prairie, MN, 55346
Phone: (952)974-3117
Email: JKirsch@swtransit.org

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$52,043.76
Integration	\$23,308.73
1 Year PRO Support (Optional)	\$5,500.00
Shipping & Handling	\$2,538.62
Tax	\$0.00
Grand Total	\$83,391.11

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

SWT
Company
[Signature]
Signature
Ken Simich
Printed Name
10-24-19
Date

AVI Systems, Inc.
Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

Training Room Scope of Work

Please read the following Scope of Work carefully to confirm it agrees with your understanding of the service(s) AVI Systems is to provide.

Situation

SouthWest Transit is currently in the planning phase for an upcoming build out and expansion of the Eden Prairie Bus Garage. As part of this build out, a new training room will be added upstairs to accommodate large training sessions, ad hoc meetings, and casual gatherings.

Solution

SOUTHWEST TRANSIT is soliciting proposals from qualified bidders to install a multi-media audio/video presentation system within the facility located at **14405 W. 62nd Street, Eden Prairie, MN 55346**.

Video System

- Selected bidder will provide and wall-mount a total of three (3) 4K (3840 x 2160) commercial displays that will consist of:
 - Two (2) 98" 4K commercial displays mounted on the East wall when looking at the floor plan.
 - One (1) 86" interactive 4K display that will be mounted in the center of the 98" displays.
 - Tilt adjustable wall-mount brackets will be utilized.
- **SouthWest Transit to provide power and network at the display locations & backing to support the weight of the displays.**
- Video sources will include:
 - An **(owner provided)** laptop PC.
 - The laptop PC will connect via an in-wall interface plate installed at outlet height to the left of the screen nearest the **(owner provided)** podium.
 - The supported connections include:
 - ✓ HDMI- 16' patch cable
 - ✓ 4K HDMI adapter ring- Mini DisplayPort/DisplayPort/lightening/USB-C
 - An **(owner provided)** Apple TV.
 - An **(owner provided)** Google Chromecast.
 - An **(owner provided)** Cable Television Box.
 - Wireless Presentation via the Control Processors built-in Air Media.
 - A combination Blu-Ray/DVD player.
 - The Blu-Ray/DVD player will be rack-mounted in the equipment rack.
 - A high-definition video recording system, which includes:
 - A streaming and recording stand-alone appliance.
 - A 12x HDMI pan/tilt/zoom (PTZ) camera that will be wall mounted in the back of the room to capture the presenter.
 - Up to four camera presets will be determined with SouthWest Transit.

Audio System

- Program audio will be supported by an installed audio system, which includes:
 - A rack-mounted Digital Signal Processor
 - An audio power amplifier
 - Twelve (12) 8" loudspeakers, which are flush-mounted in the lay-in ceiling tiles.
 - Three (3) 10" Subwoofers, which are flush-mounted in the lay-in ceiling tiles.
- The audio sources will include:
 - All video sources listed, above.
 - Voice reinforcement, which utilizes two (2) combination UHF wireless microphone systems with belt-pack transmitter and lavalier microphone.

System Control

- An integrated control system with wireless color touch panel and charging wall docking station will provide reliable, intuitive system control.
- Successful bidder to password protect touch panel to prohibit unauthorized removal of touch screen from docking station.
- Controlled functions will include:
 - System on/off
 - Source selection
 - Source control (Play, Stop, Pause, Forward, Rewind, and On-screen Menu Navigation)
 - Volume control
 - Audio control
 - PTZ camera control
 - AVI Systems recommends using manufacturer supplied remotes for devices such as AppleTV and Chromecast for full functionality and ease of use.

Equipment Storage

- Successful bidder will provide a 29 RU AV equipment rack to be installed within the IT closet and will consist of:
 - All rack mountable equipment
 - Plexi Front Door
 - Surge Suppression
 - Vented Utility Shelf
 - One (1) drawer to house microphones when not in use.
- **SouthWest Transit to provide cooling in the IT closet for adequate ventilation.**

SYSTEM SUPPORT

SYSTEM SUPPORT SERVICES TO BE PROVIDED

System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems' "System Recertification Checklist and Record". Tentative month of 1st Recert visit: [Month] Tentative month of 2nd Recert visit: [Month]

Training

- Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality.

Asset Tracking

- Provides informational management of the system's individual electronic components
- Provides reporting of description, model, serial numbers, in-service dates, and physical location

Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Systems Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI Systems personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as Items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, Improperly wires, Integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

- Exclusions: The following work is **not included** in our Scope of Work:
- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the labor pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

A. Construction Considerations:

- B. In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

- **NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:**
- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix)
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are

different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

C. Integration Project Management Processes

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Project Punch List / Acceptance of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition (if purchased)

D. Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Please contact AVI Systems if there are questions with the above Scope of Work. Changes after installation has begun may result in additional charges. Quoted prices do not include sales tax and/or freight.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
C981Q	NEC	MultiSync C981Q - 98" Direct LED LCD Public Display Monitor, 3840 x 2160 (4K / UHD), 350 cd/m2, Anti	2	\$7,713.52	\$15,427.04
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount X-Large	3	\$257.24	\$771.72
FCA115	CHIEF	XTM1/XSM1 FUSION WALL PLATE	3	\$58.62	\$175.86
TT-8618VN	NEWLINE	TRU TOUCH 860VN Ultra-HD LED Multi-touch Display	1	\$6,540.23	\$6,540.23
920-002359	LOGITECH	WIRELESS K800 ILLUMINATED	1	\$98.06	\$98.06
910-001822	LOGITECH	WIRELESS MOUSE M510	1	\$33.16	\$33.16
OFE	OWNER	Owner Furnished- Apple TV	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Chromecast	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Cable Box	1	\$0.00	\$0.00
DM-TX-4K-100-C-1G-W-T	CRESTRON	Wall Plate 4K DigitalMedia 8G@ Transmitter 100, White Textured	1	\$382.18	\$382.18
BDP-S1700	SONY	SONY BLURAY DVD PLAYER	1	\$70.11	\$70.11
CBL-HD-6	CRESTRON	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	8	\$27.30	\$218.40

CBL-HD-12	CRESTRON	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 12 ft (3.6 m)	4	\$38.22	\$152.88
DM-RMC-4KZ-SCALER-C	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	2	\$982.76	\$1,965.52
HD-EXT-USB-2000-C	CRESTRON	4K HDMI® & USB over HDBaseT® Extender 2000(Video, USB, and control for Interactive display)	1	\$764.37	\$764.37
TST-902	CRESTRON	8.7" Wireless Touch Screen	1	\$2,074.71	\$2,074.71
TST-902-DSW	CRESTRON	Wall Dock for TST-902	1	\$818.97	\$818.97
TST-902-DSW-BB	CRESTRON	Wall Mount Back Box for TST-902-DSW	1	\$109.20	\$109.20
CEN-GWEXER	CRESTRON	infinET EX® Network and ER Wireless Gateway	1	\$245.69	\$245.69
CEN-SW-POE-5	CRESTRON	5-Port PoE Switch	1	\$218.39	\$218.39
DMP53-4K-350-C-AIRMEDIA	CRESTRON	3-Series® 4K DigitalMedia™ Presentation System 350 with AirMedia®	1	\$5,896.55	\$5,896.55
C2N-IO	CRESTRON	Control Port Expansion Module	1	\$163.79	\$163.79
TESIRAFORTE DAN VT	BIAMP	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels	1	\$2,412.64	\$2,412.64
F.01U.117.587	BOSCH	configurable USB audio, 32 x 32 ch Electro-Voice 8" Coaxial speaker with horn loaded Ti coated tweeter - complete with back can enclosure	12	\$226.24	\$2,714.88
F.01U.117.589	BOSCH	Electro-Voice 10" High performance subwoofer - complete with can enclosure, tile rails, and mounting	3	\$299.43	\$898.29
DCI 2 300	CROWN	Two-channel, 300W @ 4? Analog Power Amplifier, 70V/100V	1	\$775.86	\$775.86
QLXD124/85-G50	SHURE	QLXD124/85 COMBO SYSTEM	2	\$1,256.84	\$2,513.68
5-29	MIDDLE ATLANTI	SLIM-5 KNOCK DOWN 29SP	1	\$298.10	\$298.10
SP-5-29	MIDDLE ATLANTI	SIDE PANELS FOR SLIM 5-29	1	\$203.10	\$203.10
DOP-5-29	MIDDLE ATLANTI	PLEXI DOOR FOR SLIM 5-29	1	\$465.71	\$465.71
SX-DS-158	SURGEX	Defender Series Surge Suppression, 1RU,	2	\$150.86	\$301.72
U1V	MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	2	\$33.30	\$66.60
D2	MIDDLE ATLANTI	2SP ANODIZED DRAWER	1	\$122.84	\$122.84
999-99600-000W	VADDIO	ROBOSHOT 12E HDBT WHT	1	\$2,927.53	\$2,927.53
999-1105-043	VADDIO	ONELINK HDMI INTERFACE STAND ALONE N/A(Breakout box to aid in signal extension/plenum space install)	1	\$1,099.60	\$1,099.60
HELO	AJA	H.264 HD/SD recorder and streaming appliance	1	\$1,116.38	\$1,116.38

System Implementation

Sub-Total: **\$23,308.73**

Sub-Total: **\$52,043.76**

Total: **\$75,352.49**

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$5,500.00	\$5,500.00

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. **Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. **Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. **Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. **Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

New Business



SOUTHWEST TRANSIT

MEMORANDUM

TO: SouthWest Transit Commission

FROM: Matt Fyten, Operations Director
Charlie Cochrane, Associate Transit Planner

DATE: January 15, 2019

SUBJECT: 2019 Customer Survey Summary

REQUESTED ACTION:

No action requested. This memo is for discussion purposes only.

BUDGET IMPACT:

None. Expenditures related to the Annual Customer Survey were part of the 2019 Budget.

BACKGROUND:

The 2019 Customer Survey was conducted on Wednesday, October 23rd. 1,205 responses were collected of around 1,300 surveys handed out - a 90%+ response rate. A complete summary of the results is attached to this memo.

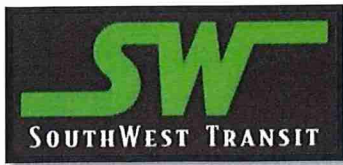
Here are some highlights from the results:

- **Where Do Riders Live?** 82% of riders live in the SWT service area (49% in Eden Prairie, 15% in Chaska, 14% in Chanhassen, and 4% in Carver). (Chanhassen increased 4% from 2018).
- **How Long Have Riders Been Riding?** 66% of riders have been riding for five years or less (3% less than 2018).
- **How Many Days Per Week?** 66% of riders ride five days per week (4% less than 2018).
- **How Do Riders Find Out About SWT?** 36% of riders first heard about SWT through word-of-mouth; 26% from seeing a SWT bus; 21% from seeing a SWT park and ride; 13% by finding SWT on the web.
- **Where Do Riders Get Their Information?** 44% of riders look for SWT information on swtransit.org; 29% use the SWT Phone App; 11% look at paper schedules. (Compared to 2018: 9% decrease in website usage and 9% increase in App usage).
- **What If SWT Wasn't Available?** 76% of riders would drive their car to their destination if SWT were not available. 9% wouldn't be able to get to work/school.
- **Why Do Riders Choose To Ride?** 64% of riders take SWT for the convenience it offers; 30% of riders take SWT because of the cost-savings relative to driving.

- **How Satisfied Are Riders?** 99.5% of riders are satisfied with SWT's services (82% are Very Satisfied; 17.5% are Satisfied).
- **How Do Riders Rank SWT?** 95% of riders rate SWT's services 8 or higher on a scale of 0-10. (Same as 2018)
- **Did SWT Service Improve?** 25% of riders felt SWT's service improved in 2019; 65% felt it stayed the same; 9% felt it declined.
- **SW Prime Usage?** 26% of fixed route riders indicate that they have used SW Prime as part of their commute (up 6% from 2018).
- **What about Telecommuting?** 58% of riders indicated their employer allows telecommuting (same as 2018); 92% of those riders telecommute 1-2 days per week on average (**up 15% from 2018**).

RECOMMENDATION:

No action requested. This memo is for discussion purposes only.



SOUTHWEST TRANSIT	OCTOBER 2019 RIDER SURVEY
TOTAL # OF 2019 SURVEY PARTICIPANTS	1205

1. What city do you live in?

Eden Prairie	594	49.29%
Chaska	185	15.35%
Chanhassen	169	14.02%
Waconia	50	4.15%
Carver	47	3.90%
Victoria	44	3.65%
Shakopee	18	1.49%
Minnetonka	15	1.24%
Bloomington	14	1.16%
Jordan	10	0.83%
Edina	8	0.66%
Minneapolis	8	0.66%
Excelsior	7	0.58%
Hopkins	7	0.58%

Cologne	5	0.41%
Glencoe	4	0.33%
Belle Plaine	3	0.25%
Minnetrissa	3	0.25%
Shorewood	3	0.25%
Hamburg	2	0.17%
Prior Lake	2	0.17%
Saint Paul	2	0.17%
Golden Valley	1	0.08%
Henderson	1	0.08%
Maple Grove	1	0.08%
New Prague	1	0.08%
St. Bonifacious	1	0.08%
Grand Total	1205	100.00%

2. How many years have you been a rider on SWT?

Less than 1	204	16.96%
1 to 2	268	22.28%
3 to 5	321	26.68%
6 to 10	227	18.87%
11 or more	183	15.21%
Grand Total	1203	100.00%

3. Where do you normally BEGIN your trip on SWT?

SW station	677	56.23%
East Creek	233	19.35%
SW Village	162	13.46%
Chanhassen Transit Station	71	5.90%
Carver Station	31	2.57%
Downtown Minneapolis	11	0.91%
Eden Prairie loop	6	0.50%
On SW prime	3	0.25%
Southdale	2	0.17%
Other	8	0.66%
Grand Total	1204	100.00%

4. How do you get to that location?

Drive Yourself	1039	86.44%
Drop Off	66	5.49%
Walk or Bike	41	3.41%
Carpool/Uber/Lyft	21	1.75%
Bus Transfer	17	1.41%
SW Prime	17	1.41%
Grand Total	1202	100.00%

5A. How many days a week do you normally ride SWT

5	787	65.53%
4	250	20.82%
3	120	9.99%
2	24	2.00%
1	20	1.67%
Grand Total	1201	100.00%

5B. Has this changed in the last year?

No	980	83.26%
Yes	197	16.74%
Grand Total	1177	100.00%

5C. If Yes, do you ride MORE / LESS

less	62	29.81%
more	146	70.19%
Grand Total	208	100.00%

6. Do you transfer to/from a SWT bus on any portion of your trip?

No	1101	92.21%
Yes	93	7.79%
Grand Total	1194	100.00%

7A. Does your place of business allow telecommuting?

No	476	41.54%
Yes	670	58.46%
Grand Total	1146	100.00%

7B. If Yes, how many days per week do you telecommute?

1	309	71.69%
2	86	19.95%
3	15	3.48%
4	7	1.62%
5	14	3.25%
Grand Total	431	100.00%

8. Who is your employer?

Target	68	16.55%
U.S. Bank	61	14.84%
Ameriprise	50	12.17%
Wells Fargo	47	11.44%
U of M	20	4.87%
RBC wealth management	13	3.16%
Thirvent	12	2.92%
Hennepin County	9	2.19%
Xcel	9	2.19%
Best Buy	8	1.95%
Capella U	7	1.70%
Sleep number	6	1.46%
SPS Commerce	6	1.46%
RSM US LLP	5	1.22%
Virgin Pulse	4	0.97%
CLA	3	0.73%
Optum	3	0.73%
Oracle	3	0.73%
Sure Scripts	3	0.73%
Responses with less than 2	64	15.57%
Grand Total	411	100.00%

9. How did you find out about SWT?

Referred by Family/Friend/Work	415	36.28%
SWT Bus	301	26.31%
Park & Ride	241	21.07%
Website	150	13.11%
Ad	18	1.57%
Other	12	1.05%
Social Media	7	0.61%
Grand Total	1144	100.00%

10. Why do you typically use SWT?

Work	1111	92.28%
School	88	7.31%
Other	3	0.25%
Jury Duty	1	0.08%
Social/Recreation	1	0.08%
Grand Total	1204	100.00%

11. If the bus were not available, how would you make this trip?

Drive Alone	907	75.84%
Carpool	113	9.45%
Would not make the trip	108	9.03%
Taxi/Uber/Lyft	48	4.01%
Other	20	1.67%
Grand Total	1196	100.00%

12. Please choose the single MOST important reason you ride SWT

Convenience	761	63.63%
Cost-Related	355	29.68%
Environmental Concerns	70	5.85%
Other	10	0.84%
Grand Total	1196	100.00%

13. Please indicate which SWT program(s) you currently utilize

SW perks	199	32.05%
sw ride	182	29.31%
sw prime	170	27.38%
guaranteed ride home	70	11.27%
Grand Total	621	100.00%

14. Do you value SWT's customer requested "Quiet Zone" approach to cell phone usage on the bus?

Yes	1169	97.66%
No	28	2.34%
Grand Total	1197	100.00%

15. In the past 12 months have you contacted Customer Service?

No	846	70.62%
Yes	352	29.38%
Grand Total	1198	100.00%

15A. If you phoned CS, was your call answered promptly?

Yes	241	92.69%
No	19	7.31%
Grand Total	260	100.00%

15B. Do you feel that the CS rep actively engaged in your inquiry?

Yes	301	94.65%
No	17	5.35%
Grand Total	318	100.00%

15C. Was your email question answered promptly and professionally?

Yes	197	92.49%
No	16	7.51%
Grand Total	213	100.00%

16. Have you visited www.swtransit.org?

Yes	1073	90.09%
No	118	9.91%
Grand Total	1191	100.00%

16A. Did you find the information you need?

Yes	1014	96.94%
No	32	3.06%
Grand Total	1046	100.00%

16B. Do you find the website easy to navigate?

Yes	855	84.24%
No	160	15.76%
Grand Total	1015	100.00%

17. Do you use the SWT phone app?

Yes	642	53.86%
No	550	46.14%
Grand Total	1192	100.00%

17A. Do you find the information you need?

Yes	582	91.80%
No	52	8.20%
Grand Total	634	100.00%

17B. Do you find the app easy to navigate?

Yes	508	81.28%
No	117	18.72%
Grand Total	625	100.00%

18. Where is the first place you look for information about SWT?

swtransit.org	533	44.68%
SWT phone app	343	28.75%
Schedules	128	10.73%
Driver/ on bus	53	4.44%
metro transit	86	7.21%
google maps	22	1.84%
customer service desk	14	1.17%
social media	9	0.75%
Other	5	0.42%
Grand Total	1193	100.00%

19. How do you prefer to receive information (check all that apply)

Rider Alerts on bus	681
Phone app push notification	466
swtransit.org	404
Email Alerts	391
Social Media	113
Newsletter	42

20. Have you used the following services?

	Yes	% Yes	No	% No	TOTAL
State Fair	743	62.75%	441	37.25%	1184
Twins	296	24.96%	890	75.04%	1186
Vikings/Gophers	117	9.87%	1069	90.13%	1186
Concert Series	43	3.63%	1142	96.37%	1185
Summer Adventures	37	3.12%	1148	96.88%	1185

21. Which of these types of SWT advertising or promotions have you seen or heard?

	Yes	% Yes	No	% No	TOTAL
Community Fairs / Events	542	50.23%	537	49.77%	1079
Bathroom Ads	392	36.26%	689	63.74%	1081
Newspaper Ads	213	19.70%	868	80.30%	1081
Magazine Ads	110	10.18%	971	89.82%	1081
Station Advertising	793	73.36%	288	26.64%	1081
Website	634	58.65%	447	41.35%	1081
Social Media	275	25.44%	806	74.56%	1081
SW Perks	425	39.35%	655	60.65%	1080
Direct Mailing	100	9.25%	981	90.75%	1081

22. 2018 SERVICE REPORT CARD

	Very Satisfied	Satisfied	Dissatisfied	Total Response
Bus Cleanliness	1068	93	2	1163
Facility Cleanliness	1040	112	5	1157
Driver Courtesy	1005	152	3	1160
Driver Safety	989	171	1	1161
Service Availability	746	350	62	1158
Service Reliability	892	254	11	1157
On-time Performance	799	337	24	1160
Schedules and other information	783	335	35	1153
Customer Service	907	213	12	1132
OVERALL	858	187	4	1050

	Very Satisfied	Satisfied	Dissatisfied
Bus Cleanliness	91.83%	8.00%	0.17%
Facility Cleanliness	89.89%	9.68%	0.43%
Driver Courtesy	86.64%	13.10%	0.26%
Driver Safety	85.19%	14.73%	0.09%
Service Availability	64.42%	30.22%	5.35%
Service Reliability	77.10%	21.95%	0.95%
On-time Performance	68.88%	29.05%	2.07%
Schedules and other information	67.91%	29.05%	3.04%
Customer Service	80.12%	18.82%	1.06%
OVERALL	81.71%	17.81%	0.38%

OVERALL satisfied vs. dissatisfied	Satisfied	99.52%	Dissatisfied	0.38%
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From 0-10 with 0 being lowest, how would you rate SWT as a transit agency?

10	525	47.43%
9	336	30.35%
8	186	16.80%
7	39	3.52%
6	16	1.45%
5	3	0.27%
4	0	0.00%
3	0	0.00%
2	2	0.18%
1	0	0.00%
Total Responses	1107	100.00%

In the past year, do you feel SWT service has:

Improved	274	25.32%
Declined	100	9.24%
Stayed the same	708	65.43%
Total Responses	1082	100.00%

23. Have you heard of our SouthWest Prime Service?

YES	YES %	NO	NO %	TOTAL
960	86.10%	155	13.90%	1115

24. Have you used SouthWest our Prime Services?

YES	YES %	NO	NO %	TOTAL
285	25.65%	826	74.35%	1111

25. Have you heard of our SW Perks program?

YES	YES %	NO	NO %	TOTAL
816	73.51%	294	26.49%	1110

25. Are a SW Perks member?

YES	YES %	NO	NO %	TOTAL
315	28.66%	784	71.34%	1099

27. What is your gender?

Female	518	54.24%
Male	436	45.65%
Neither	1	0.10%
Grand Total	955	100.00%

28. What is your age?

<18	8	0.79%
18-24	84	8.33%
25-30	136	13.49%
31-35	136	13.49%
36-40	171	16.96%
41-45	101	10.02%
46-50	97	9.62%
51-55	100	9.92%
56-60	95	9.42%
61-65	62	6.15%
65+	18	1.79%
Grand Total	1008	100.00%

29. What is your approximate household income?

Under \$25,000	20	2.32%
\$25,000 – 49,999	57	6.62%
\$50,000 – 74,999	127	14.75%
\$75,000 – 99,999	126	14.63%
\$100,000 – 150,000	238	27.64%
\$151,000 – 199,000	143	16.61%
Over \$200,000	150	17.42%
Grand Total	861	100.00%

30. What is your primary language?

English	829	95.84%
Telugu	12	1.39%
Hindi	4	0.46%
Tamil	4	0.46%
Spanish	3	0.35%
Portuguese	2	0.23%
Tagalog	2	0.23%
Bengali	1	0.12%
French	1	0.12%
Gujarati	1	0.12%
Malayalaw	1	0.12%
Marathi	1	0.12%
Nepali	1	0.12%
Persian	1	0.12%
Somali	1	0.12%
Tagarog	1	0.12%
Yoruba	1	0.12%
Grand Total	865	100.00%



SOUTHWEST TRANSIT

MEMORANDUM

To: SouthWest Transit Commission

From: Len Simich, CEO

Date: January 15, 2020

Subject: Agency Goals and Objectives

REQUESTED ACTION:

That the Commission approve the attached Agency Goals and Objectives identified for 2020.

BUDGET IMPACT:

A maximum amount of \$600 per employee has been budgeted as part of the 2020 annual budget.

BACKGROUND:

At the January meeting of the Commission, the Board establishes the agency/team goals, objectives, and tasks for the coming year.

Attached are the proposed 2020 Goals/Objectives which have been established by the Staff Leadership Team, and put forth to the Commission for discussion, addition, and./or change.

It should be noted that achievement of these goals has a maximum performance payout of \$600 per full time employee (excluding the CEO) as part of an employee's performance compensation, which has been identified in SWT's Personnel Policy.

The agency continues to be one of the most reliable transit agencies in the region with an on-time performance of 99%, and the performance of scheduled trips at 100%. The agency also has the best safety records in the nation with a chargeable accident rate at .04% per 100,000 miles traveled in 2019 which was a decrease over the 2018 chargeable accident level.

We also continued to make "our brand" a top priority throughout the agency. This includes making sure our vehicles and facilities remain in top operating condition and appearance; Stressing the importance of system reliability and safety; Ensuring a high level of customer service remains at the core of our operations; Continuing to be innovative in all aspects of our operations; and Providing a first class riding experience to our customers.

In 2019 the agency continued implementing successful innovations such as the Prime and its latest service initiative Prime MD, which rolled out in the third quarter. We also implemented new customer conveniences, travel training, mobile ticketing, and expanded the customer Perks program.

We once again had record breaking ridership to the Minnesota State Fair; Continued strong financial management; and brought nine new vehicles into our operation including the first 45' low-floor coaches operating in the U.S.

Finally, all agreements related to the SWLRT were agreed upon. All administrative staff was moved to temporary offices, we completed the addition of 75 parking stalls at the garage, and we broke ground on the expansion of office that will house all SouthWest Staff at our Garage and Maintenance Facility by June of 2020.

The annual "State of the Agency" presentation will be delivered at the January 23rd meeting of the Commission.

Staff is also working on the *SouthWest Transit 2019 Annual Report* which will be available by the start of the Legislative Session scheduled to start the second week of February.

RECOMMENDATION:

That the Commission approve the Agency Goals and Objectives identified for 2020.

The 2020 Agency Goals

Improve System Quality:

1. Maintain customer satisfaction at 99% or better.
2. Respond to all complaints within one business day. Resolve complaints/respond to customer within 5 business days from the date complaint received.
3. Answer phone inquiries within 15 seconds of call coming in.
4. Answer virtual customer service calls in 35 seconds or less
5. Daily inspect facilities and vehicles and ensure that all pass Leadership Team spot inspections for maintenance and cleanliness.
6. Address all overload situations within 8 days of established pattern (minimum 5 occurrences).
7. Complete all assigned audits of drivers/routes assigned (at least one per route/driver per year using both SW staff and secret riders).
8. Ensure all schedule outlets, stations and vehicles have up-to-date schedules (inspect bi-weekly).
9. Achieve less than 2.5% dissatisfaction with schedule and other information disseminated (currently at 3% dissatisfied).

Improve System Reliability, Safety and Security:

1. Maintain the number of road calls per mile to at least 1 per 48,000 miles or better (NTD Standard).
2. Maintain on-time performance at 99% of 1st stop, and 95% of arrival time. Audited quarterly by Dispatch.
3. Perform 100% of scheduled trips/stops throughout the year (NTD definition).
4. Maintain the number of chargeable accidents at or below .75 per 100,000 miles traveled (NTD). Reduce overall chargeable accident rate by 5% over what was experienced in 2019.
5. Pass OSHA audit/inspection without any major violations (code red).
6. Zero days lost due to preventable injury.
7. Complete all EPP training and perform per the plan during times of emergencies or unplanned situations (i.e. storms and others).
8. Pass State Patrol vehicle inspections without any violations.

Strengthen the Overall Agency:

1. Increase Ridership over the 2019 level by a minimum of 1%, and/or improve the cost effectiveness/subsidy per passenger over the 2019 level.
2. Maintain overall system subsidy per passenger under \$7.25 (Average for both Express and Prime).
3. Maintain a healthy fund balance between 25% - 35% of our annual operating funds.
4. Reduce discrepancy between the actual inventory and the amount shown in the system at 1% or less and not exceed \$260,000 in overall value.
5. Achieve an "unqualified" outside audit opinion (highest opinion available); findings should include no material weaknesses, no noncompliance findings, no internal control issues and no significant deficiencies.

“Major Projects/Tasks”

Administrative

- Continue to refine agency succession strategies. Implement Organizational changes and fill key positions.
- Complete Strategic Plan update and implement/follow-through on items/actions outlined.
- Complete garage/future administrative office build-out within budget and on time.
- Ensure Asset Management Plan is updated annually and meet all federal requirements.
- Ensure Safety and Security Plans (EPP) is updated annually and meet all federal requirements.
- Maintain Brand (Vehicle and facility appearance; Schedule service appropriately; Display professional image at all times; Ensure correct information is disseminated).
- Advocate for funding increase or redistribution.

Technology

- Complete annunciator project.
- Implement cyber security plans/Create Network Computer Security Policies.
- Implement Virtual Customer Service System.
- Complete GOTO card process on Prime Buses.
- eMaint Migration.
- IT –Video Conferencing.

Planning

- Expand Prime MD service.
- Make progress on autonomous vehicle demonstration service.
- Finalize 494 CMAQ service plan.
- Implement Airport Service.
- Complete facility and roadway improvement plan (improve access and travel time for buses and customers).

Ops

- Pursue an electric vehicle for Prime.
- Procure additional 9 vehicles.
- Implement additional strategies as needed to attract and retain quality drivers. Goal is to be 125%/FTE equivalent driver compliment needed on any given day.
- Secure all needs for operating the State Fair service (driver force; ground staff; parking; and \$8 fare).

Marketing/Customer Service

- Implement Bus Back Campaign.
- Increase Perks usage to 1700+ users.
- Develop and implement bigger holiday event with the Arb.
- Develop and implement new Prime and Prime MD marketing campaign.
- Develop and implement formal community and business outreach program (Carver County TMA).
- Implement tracking system for marketing materials and effectiveness.
- Maintain/update web page.
- Create more brand awareness in and outside of organization “Premier Provider of Transit Services”.
- Conduct target marketing activities (College, seniors, reverse commuter’s, downtown commuters, minority populations, others).
- Implement travel training.

Finance

- Work Closer with departments strengthen financial understanding.
- Effectively invest new revenues and continue laddering implementation.
- Install/implement new accounting software.
- Achieve GFOA Award
- Secure training and advancement opportunities for all finance staff.
- Audit service RFP.
- Banking service RFP.
- Complete NTD sampling.
- Set up future Asset Management Fund Balance/Reserve Account.

HR

- Monitor and update job descriptions, grade totals, and salary ranges as needed (i.e. classification and compensation studies). Identify “Steps” for advancement.
- Conduct 2 “all staff” training sessions.
- Conduct annual employee engagement survey.
- Conduct monthly OSHA safety training.
- Identify benefit options.

Facilities

- Oversee construction of garage improvements.
- Complete 20 year assessment/PM outlook tied to the Asset Management Plan.
- Complete ramp PM repairs Village, CTS, and EC).
- Ensure SWS meets brand standards during SWLRT construction.
- Obtain two IFMA and one Construction Management certifications.
- Ensure all staff is trained and using Somax.

Vehicle Maintenance

- Achieve a PM compliance of 91%.
- One technician certified in each of the Cummins engines.
- Collectively complete 100 MCI training classes.
- Ensure every tech attempts ASE testing with an overall 90% pass rate.
- Pass all State inspections.
- Complete all mid-life rehabs.

Totals

Points Available = 80

Points Earned =

Percentage Achieved =

Performance/Incentive Compensation

- **95%-100% = \$600**
- **89%-94% = \$500**
- **83%-88% = \$400**
- **75%-82% = \$300**
- **Below 75% = \$0.0**



SOUTHWEST TRANSIT

MEMORANDUM

TO: SouthWest Transit (SWT) Commission

FROM: Dave Jacobson, COO

DATE: January 13, 2020

SUBJECT: 2020 State Fair Service

REQUESTED ACTION:

That the SWT Commission authorize its CEO to charge an \$8.00 fare per adult for a round trip to and from the 2020 State Fair.

BUDGET IMPACT:

With the fare back to \$8 for adults in 2020, up from the 2019 fare of \$6, it is anticipated that SWT will gain the \$30,000 lost in fare revenue and potentially operate at a break even for the service in 2020.

BACKGROUND:

As you may recall, at the regularly scheduled October 2019 SWT Commission meeting, the Commission authorized its CEO to release a notice to registered charter service providers, under Federal Transit Administration (FTA) regulations, notifying them of the 2020 State Fair service operated by SWT using an \$8 fare as its only source of revenue. Since the October 2019 meeting of the Commission, staff released a "Notice of Charter Service Request" to 44 private charter companies registered with the FTA. The last day of the period to respond was January 2, 2020. Staff did not receive any responses indicating interest in providing the charter service as set out in the Notice.

Since January 2nd, SWT legal sent an email to Nick Thompson, Metropolitan Council, notifying him of zero charter providers responding with an indication of interest in providing the charter service as set out in the Notice. Additionally, the Metropolitan Council was notified of SWT's intentions of charging the \$8 per adult fare stated in the Notice. Mr. Thompson of the Metropolitan Council responded with a confirmation statement for the 2020 State Fair and the data topics that SWT will need to report in the quarter when service is provided.

This effort only covers the 2020 service.

The State Fair service is an integral part of SWT's core and surrounding communities. It also serves as a strategy for connecting the communities of SWT with the rest of the metro area.

RECOMMENDATION:

That the SWT Commission authorize its CEO to charge an \$8.00 fare per adult for a round trip to and from the 2020 State Fair.

Updates

Administrative Updates

Legislative – The 2020 Legislative Session begin on February 11, 2020. This is a bonding year (not budget), but several bills with policy and funding implications may make their way to Committee hearings. Staff will keep the Commission up to date on anything that could impact the agency. Also, the Suburban Transit Association will be holding its annual Legislative Breakfast on February 19, 8am-100am at the League of Minnesota Cities building (145 University Ave.) All SouthWest Transit Commission members are welcome to attend.

SouthWest Station Construction – Friday, January 17 will be the final day we operate out of SouthWest Station. Beginning Monday, January 20, all service will shift over to the temporary station off technology drive. Staff will be on hand for the first three day to answer questions and guide the operations.

Garage Construction – everything is moving along as scheduled. We had a small glitch related to cutting in the floor drains in the maintenance area, but that has since been resolved. Staff is currently looking at a few minor changes that would help expedite portions of the project as well as reduce costs. An addition of a staff/driver work-out facility and shower room is also being explored as part of the project.

Strategic Plan – The Commission held it's second work session related to the 2020-2022 update of the strategic plan. Staff is updating the document to include new comments and direction and plan to have a copy of the final document available for review at the February meeting of the Commission.

Annual Report – Our 2019 Annual Report is being finalized and will be available for distribution by the start of the 2020 Legislative Session.

Vehicle Storage – Staff continues to review options related to vehicle storage (expanded). Expanding the current footprint of the garage does not look like it will be the most cost-effective option. Staff has looked at purchasing and converting existing facilities in our service area into a bus storage facility, and we are examining the possibility of constructing a building on property currently owned by SouthWest Transit. More to come in the following months.

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Operations, Planning, IT Vehicle and Facility Maintenance – January 2020

SW Prime MD service continues to grow at a steady pace with the service now providing rides on a daily basis thanks in part to a group of regular riders. SWT's Marketing Department continues to get the word out about the service and it is expected that the service will continue to grow throughout 2020. Staff also continues to try and establish new partnerships with medical providers. These efforts have been difficult, but as the service continues to grow it is our hope that medical providers will see the benefit of partnering with SWT.

494 Service Planning continues with eye set for operation beginning in the second half of 2021. The Transportation Advisory Board (TAB) approved a scope change for the service that will allow SWT to purchase smaller vehicles than were originally applied for which will allow the planned deviated fixed route service to better access areas along the 494 corridor. Staff continues to refine the service plan and will keep the Commission updated as the plan is finalized.

Airport Service Planning also continues as staff seeks a viable service option with the hope of launching a service in 2020. In order to effectively and efficiently provide the service staff is seeking partnerships with either a TNC (Uber/Lyft) or a taxi company. There are several legal and regulatory hurdles that must be cleared in order to make such a partnership work, but staff is hopeful a partnership can still be worked out.

Delivery of five **Braunability vans** were brought to the Eden Prairie Garage. They were tagged by the State of Minnesota for tie-down securements and ramp functionality. These five buses were the outcome of the sale of one of the Trolleys to the Duluth Transit Authority (DTA). They should be in service by the end of January. To coincide with the addition of vehicles, the old Metro Mobility buses that were given to SWT during the growth period of Prime will be sent to auction leaving only one more white bus in the fleet. That bus is slated for replacement by the end of 2020.

Annually, SWT brings in a third party to conduct a mock **OSHA audit**. This year's audit was at our Eden Prairie Garage facility. This mock audit gives staff a snap shot into how we are doing concerning workplace safety and helps us identify areas where we can improve. Through the process 29 minor safety items were identified as needing attention. Staff has taken the information from this report, addressed 28 of the items, adjusted training in specific areas where we were found deficient, and are altering our monthly safety inspections to monitor specific items that were identified from this audit. For the final item, SWT is waiting for further clarification on potential options to fix the issue. The Audit is attached.

Operator training continues for the switch from the original SW Station to the temporary station on Monday, January 20th. All of the fixed route operators will be trained on the new

flow of buses including layover, etc. Additionally during the am peak for the first few days, operations and planning staff will be there to assist customers and the occasional lost bus escorting them to the gates they belong. Prime service will be picking up and dropping passengers inside the ramp on the first floor.

The Technology Department at SWT has a couple of big projects starting soon. Replacement of the **Agency Servers** will begin by the end of the month. This upgrade will replace end of life hardware and update our software to the latest release.

Staff is also researching options for a new **Virtual Customer Service** system that will add robust features and ease of use of those customers that interact with our service representatives using technology.

Our current **Nextrip** monitor hardware and software is showing it's age. Staff is currently working with a vendor for a complete replacement that will add new features on how we display real-time bus data and agency information in the stations. The new systems will be online in February.