

# SouthWest Transit Commission Packet May 2021

## SouthWest Transit Commission Meeting

May 27, 2021

Commission Meeting: 6:00 pm

Work Session: Prior To Commission Meeting

Meeting Options: In Person East Creek Station or Via Video/Phone  
CEO and Administrative Staff will be present at the East Creek Station

East Creek Station  
2120 N Chestnut Street  
Chaska, MN 55318



# SOUTHWEST TRANSIT COMMISSION AGENDA

Thursday, May 27, 2021

**Work Session – 6pm-6:30pm**

**Commission Meeting – 6:30 pm**

**Meeting Options: In Person (East Creek Station - Chaska) or Via Video/Phone**  
CEO and Administrative Staff will be present at East Creek Commission Meeting Room

## Using a Computer (allows viewing of presentation and guests)

### 1. Go to

<https://zoom.us/j/95732497524?pwd=NFFDSIlxTG5TTnRCdVJ2M1hLWjZkQT09>

2. Meeting ID: 957 3249 7524

3. Passcode: 160233

4. You can join the meeting 15 mins prior to meeting start time.

## Using a Phone (audio only)

1. Call: 1-312-626- 6799

2. Meeting ID: 957 3249 7524

3. Passcode: 160233

4. You can join the meeting 15 mins prior to meeting start time.

NOTICE: Governor Walz has declared a peacetime emergency ([Emergency Executive Order 20-01](#)) in response to COVID-19 and the SouthWest Transit Chair has determined it is not practical or prudent to conduct an in-person Commission meeting for reasons stated in the Governor's Emergency Executive Order. Accordingly, Commission members can either attend in person or participate in this meeting via telephone/computer. The Commission meeting will be conducted under Minnesota Statutes section 13D.021 or if a quorum of the Commission appears in-person, then under Minnesota Statutes section 13D.02 and 2021 Minnesota Laws chapter 14 section 7 at the location, date, and time stated above. Members of the public may attend the meeting in person or view [online](#).

## COMMISSION MEMBERS

Mike Huang – Chair, City of Chaska  
PG Narayanan – Vice Chair, City of Eden Prairie  
Jerry McDonald – Secretary/Treasurer, City of Chanhassen  
Elise Ryan– City of Chanhassen  
Bob Roepke – City of Chaska  
Mark Freiberg – City of Eden Prairie  
Jody Bonnevier - At-Large Commissioner  
Joy McKnight– Ex Officio City of Carver

## GENERAL COUNSEL

Joshua Dorothy - Attorney

**EXECUTIVE STAFF**

Len Simich - Chief Executive Officer  
Dave Jacobson –Deputy CEO  
Matt Fyten – Chief Operating Officer  
Tony Kuykendall – Maintenance Director  
Souriyong Souriya – Finance Director  
Al Halaas – First Transit Director/GM

**WORK SESSION 6pm-6:30pm**

**Topic – Joint SouthWest Transit and MVTA Planning Study – Matt Fyten and Consulting Team,**

**COMMISSION MEETING AGENDA**

**Commission Meeting Starts at upon the conclusion of the Work Session. –  
Approximately 6:30pm**

- I. PUBLIC COMMENT**
- II. APPROVAL OF AGENDA**
- III. PAYMENT OF CLAIMS (Rollcall Vote)**
- IV. CONSENT**
  - A. Approval of Minutes of April Commission Meeting**
  - B. Approval of Financial Statements**
  - C. Garage Roof Project – Mike Dartt**
  - D. Employee Handbook Update – Joshua Dorothy**
  - E. Server Replacements – Jason Kirsch**
- V. NEW BUSINESS**
  - A. Legislative Update/Recap – Joe Bagnoli and Len Simich**
  - B. Intercity Bus Service RFP Submittal – Matt Fyten and Len Simich**
  - C. Climate Action Plan – Matt Fyten**
- VI. UPDATES**
- VII. ADJOURNMENT**

**Note: At the Conclusion of the Commission Meeting, the SouthWest Transit Committee of the Whole will meet to receive an update from the Budget and Personnel Committee and CEO on the agency succession plan.**

# Payment of Claims

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
7549	ALLDATA	Vehicle Supplies	4/16/21	\$ 1,500.00
7550	ALLSTATE PETERBILT	Fleet Parts	4/16/21	\$ 583.37
7551	APPLE INC.	SW Prime iPad Replacement	4/16/21	\$ 7,635.00
7552	BLUETARP FINANCIAL, INC.	Building Supplies	4/16/21	\$ 1,151.98
7553	CARVER COUNTY	Internet Payment	4/16/21	\$ 1,080.00
7554	CENTERPOINT ENERGY	Heating Payment	4/16/21	\$ 239.48
7555	CENTURYLINK	Phone Bill	4/16/21	\$ 62.51
7556	JON CHRISTENSON	Sponsor Reimbursement	4/16/21	\$ 22.11
7557	COMCAST BUSINESS - CABLE	Cable	4/16/21	\$ 1,083.14
7558	FANMAKER	Subscription	4/16/21	\$ 5,000.00
7559	FEDEX	Shipping	4/16/21	\$ 16.97
7560	FIRST TRANSIT, INC.	March Operation Service	4/16/21	\$ 213,734.77
7561	GRAINGER	Reutned Items	4/16/21	\$ (92.00)
7561	GRAINGER	Shop Supplies	4/16/21	\$ 44.39
7561	GRAINGER	Supplies	4/16/21	\$ 849.07
7561	GRAINGER	Vehicle Supplies	4/16/21	\$ 92.40
7562	GUARDIAN MECHANICAL SERVICE INC.	Service Call	4/16/21	\$ 1,948.00
7563	HENNEPIN COUNTY AR	Radio Fleet Fee	4/16/21	\$ 327.04
7564	HOGLUND BODY & EQUIPMENT, INC.	Vehicle Repair	4/16/21	\$ 1,943.35
7565	HOGLUND BUS COMPANY	Fleet Parts	4/16/21	\$ 53.08
7566	IMPERIAL SUPPLIES LLC	Shop Supplies	4/16/21	\$ 545.97
7567	LUBE-TECH & PARTNERS, LLC	Oil	4/16/21	\$ 2,734.68
7568	MAGALDI & MAGALDI, INC.	Fleet Parts	4/16/21	\$ 1,097.46
7569	MENARDS	Facility Supplies	4/16/21	\$ 368.61
7569	MENARDS	Shop Supplies	4/16/21	\$ 59.24
7569	MENARDS	Supplies	4/16/21	\$ 163.57
7570	METRO BRUSH SUPPLY CO.	Pandemic Supplies	4/16/21	\$ 796.00
7571	MINUTEMAN PRESS	Bikes	4/16/21	\$ 90.00
7572	OFFICE DEPOT	Office Supplies	4/16/21	\$ 69.99
7573	PPG ARCHITECTURAL FINISHES	Supplies	4/16/21	\$ 429.03
7574	PRYOR LEARNING SOLUTIONS	Facility Training Membership Fees	4/16/21	\$ 258.00
7575	ROYAL TIRE INC.	Tires	4/16/21	\$ 450.08
7575	ROYAL TIRE INC.	Vehicle Parts	4/16/21	\$ 850.00
7576	SCHINDLER ELEVATOR CORP.	Elevator	4/16/21	\$ 5,365.20
7577	SIEMENS INDUSTRY, INC.	EPG Garage Construction	4/16/21	\$ 551.00
7578	KORY SIMICH	Reimbursement	4/16/21	\$ 150.00
7579	SOCIAL INDOOR	Marketing	4/16/21	\$ 2,000.00
7580	SYNCB AMAZON	Facility Supplies	4/16/21	\$ 126.79
7580	SYNCB AMAZON	Fleet Parts	4/16/21	\$ 215.82
7580	SYNCB AMAZON	Printer Replacements	4/16/21	\$ 897.80
7580	SYNCB AMAZON	Shop Supplies	4/16/21	\$ 61.45
7580	SYNCB AMAZON	Supplies	4/16/21	\$ 123.96
7581	TECHSTAR IT SOLUTIONS	IT Services	4/16/21	\$ 945.00
7582	THE MN TRANSPORTATION ALLIANCE	Membership Fee	4/16/21	\$ 455.00
7583	UBISENSE AMERICA LLC	Prime Vehicle Transponders	4/16/21	\$ 2,645.00
7584	ULINE ATTN: ACCOUNTS RECEIVABLE	Building Supplies	4/16/21	\$ 817.39
7585	UNIFIRST CORPORATION	Drivers Uniforms	4/16/21	\$ 264.95
7585	UNIFIRST CORPORATION	Uniforms	4/16/21	\$ 67.90
7586	VERIZON WIRELESS	Wireless Phone	4/16/21	\$ 105.03

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
7587	WESTERN SPECIALTY CONTRACTORS	Capital Cost for Repairs	4/16/21	\$ 11,230.00
7588	ABC BUS COMPANIES	Fleet Parts	4/23/21	\$ 1,216.63
7589	ALLSTATE PETERBILT	Fleet Parts	4/23/21	\$ 168.18
7590	AVI SYSTEMS, INC.	NexTrip Monitor Support	4/23/21	\$ 5,863.10
7591	BLUETARP FINANCIAL, INC.	Supplies	4/23/21	\$ 165.44
7592	CRYSTEEL	Outside Repair	4/23/21	\$ 120.00
7593	DECKER'S ROLLOFF SERVICE	Refuse Service	4/23/21	\$ 600.00
7594	FACTORY MOTOR PARTS COMPANY	Core Credit	4/23/21	\$ (60.00)
7594	FACTORY MOTOR PARTS COMPANY	Fleet Parts	4/23/21	\$ 2,077.61
7594	FACTORY MOTOR PARTS COMPANY	Shop Supplies	4/23/21	\$ 289.24
7594	FACTORY MOTOR PARTS COMPANY	Warranty Credit	4/23/21	\$ (126.67)
7595	GAS TANK RENU MN & RADIATOR	Outside Repair	4/23/21	\$ 90.29
7596	GO INTELLECTUAL CAPITAL, LLC	Consulting Services	4/23/21	\$ 4,070.00
7597	GRAINGER	Vehicle Supplies	4/23/21	\$ 37.05
7598	GARY A. GROEN	Professional Services - Finance Consultant	4/23/21	\$ 3,150.00
7599	GUARDIAN MECHANICAL SERVICE INC.	Service Call	4/23/21	\$ 1,150.00
7600	GUARDIAN PEST SOLUTIONS, INC.	Service Call	4/23/21	\$ 65.00
7601	HEALTHPARTNERS	COBRA - Admin Fee	4/23/21	\$ 2,327.58
7601	HEALTHPARTNERS	Health and Dental Insurance Payment	4/23/21	\$ 27,519.75
7602	KIRK GOETZ	Freelance Graphic Designer	4/23/21	\$ 130.00
7603	LUBE-TECH & PARTNERS, LLC	Oil	4/23/21	\$ 3,851.49
7604	MEDIACOM	Internet Service Payment	4/23/21	\$ 757.28
7605	MENARDS	Supplies	4/23/21	\$ 180.68
7605	MENARDS	Tools	4/23/21	\$ 32.96
7606	METROPOLITAN FORD OF EDEN PRAIRIE	Fleet Parts	4/23/21	\$ 65.80
7607	MPLS ST. PAUL MAGAZINE SUBSCR	Magazine Subscription	4/23/21	\$ 15.98
7608	MYERS TIRE - CHICAGO #12	Shop Tools	4/23/21	\$ 201.08
7609	NAPA AUTO PARTS	Fleet Parts	4/23/21	\$ 429.80
7609	NAPA AUTO PARTS	Parts Credit	4/23/21	\$ (322.34)
7609	NAPA AUTO PARTS	Shop Supplies	4/23/21	\$ 16.29
7610	NORTH CENTRAL BUS	Fleet Parts	4/23/21	\$ 146.92
7610	NORTH CENTRAL BUS	New Prime Vehicle	4/23/21	\$ 463.84
7610	NORTH CENTRAL BUS	Parts Credit	4/23/21	\$ (199.99)
7611	O'REILLY AUTOMOTIVE, INC.	Fleet Parts	4/23/21	\$ 750.44
7611	O'REILLY AUTOMOTIVE, INC.	Fleet Parts Credit	4/23/21	\$ (157.57)
7611	O'REILLY AUTOMOTIVE, INC.	Oil	4/23/21	\$ 15.98
7611	O'REILLY AUTOMOTIVE, INC.	Shop Supplies	4/23/21	\$ 58.32
7612	OVERHEAD DOOR CO.	Capital Cost for Repairs	4/23/21	\$ 34,132.95
7613	POPP COMMUNICATIONS	March Phone Bill	4/23/21	\$ 2,331.85
7614	PPG ARCHITECTURAL FINISHES	Supplies	4/23/21	\$ 873.68
7615	ROYAL TIRE INC.	Fleet Parts	4/23/21	\$ 1,433.42
7615	ROYAL TIRE INC.	Tire Disposal	4/23/21	\$ 184.00
7616	LEN SIMICH	Reimbursement	4/23/21	\$ 470.00
7617	SSI MN TRANCHE 1 ACT 10322006	Subscription US Solar	4/23/21	\$ 4,082.92
7618	SSI MN TRANCHE 3 ACCT: 10327096	Subscription US Solar	4/23/21	\$ 586.66
7619	SUBURBAN CHEVROLET	Fleet Parts	4/23/21	\$ 56.73
7620	SUMMIT COMPANIES	Annual fire inspection	4/23/21	\$ 2,972.30
7621	SYNCB AMAZON	Facility Supplies	4/23/21	\$ 0.80
7622	THE AFTERMARKET PARTS COMPANY	Fleet Parts	4/23/21	\$ 6,205.73

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

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7622	THE AFTERMARKET PARTS COMPANY	Vehicle Parts	4/23/21	\$ 50.16
7623	UNIFIRST CORPORATION	Drivers Uniforms	4/23/21	\$ 1,067.28
7623	UNIFIRST CORPORATION	Uniforms	4/23/21	\$ 204.70
7624	VERIFIED CREDENTIALS	Background Screening	4/23/21	\$ 159.65
7625	WALKER CONSULTANTS	Capital	4/23/21	\$ 7,500.00
7625	WALKER CONSULTANTS	Capital Cost for Repairs	4/23/21	\$ 5,327.39
7626	WALSER CHRYSLER JEEP DODGE	Fleet Parts	4/23/21	\$ 1,630.96
7626	WALSER CHRYSLER JEEP DODGE	Fleet Parts Credit	4/23/21	\$ (491.20)
7627	WESTERN SPECIALTY CONTRACTORS	Capital Cost for Repairs	4/23/21	\$ 5,870.00
7628	XCEL ENERGY	March Electric Bill	4/23/21	\$ 1,826.54
7629	ZAHL PETROLEUM MAINTENANCE CO.	Service Call	4/23/21	\$ 275.00
7630	ABC BUS COMPANIES	Fleet Parts	4/30/21	\$ 276.75
7631	ALLSTATE PETERBILT	Fleet Parts	4/30/21	\$ 105.72
7631	ALLSTATE PETERBILT	Vehicle Parts	4/30/21	\$ 325.81
7632	ARCPPOINT LABS OF EDEN PRAIRIE	DOT	4/30/21	\$ 222.00
7633	BAN-KOE SYSTEMS, INC.	Security Camera Installation	4/30/21	\$ 2,826.56
7634	BRUSKE PRODUCTS	Fleet Parts	4/30/21	\$ 365.25
7635	CDW GOVERNMENT	Fac. & Marketing Software	4/30/21	\$ 28,204.08
7636	CENTERPOINT ENERGY	Gas	4/30/21	\$ 1,730.05
7637	CENTURYLINK	Apr 2021 internet	4/30/21	\$ 122.66
7638	CENTURYLINK	March Phone ECS	4/30/21	\$ 468.32
7639	CITY OF CHASKA UTILITY BILLING	March 2021 Utility	4/30/21	\$ 1,798.87
7640	COMCAST BUSINESS - CABLE	Apr 21 cable	4/30/21	\$ 412.75
7641	CUMMINS NPOWER, LLC	CREDIT	4/30/21	\$ (140.86)
7641	CUMMINS NPOWER, LLC	Fleet Parts	4/30/21	\$ 3,637.84
7642	FACTORY MOTOR PARTS COMPANY	Core Credit	4/30/21	\$ (30.00)
7642	FACTORY MOTOR PARTS COMPANY	Fleet Parts	4/30/21	\$ 1,040.12
7642	FACTORY MOTOR PARTS COMPANY	Fleet Parts Credit	4/30/21	\$ (540.70)
7642	FACTORY MOTOR PARTS COMPANY	Oil	4/30/21	\$ 86.16
7643	FAIRCHILD EQUIPMENT	Fleet Parts	4/30/21	\$ 71.55
7644	FEDEX OFFICE CUSTOMER ADMIN. SERVICES	Late Fee	4/30/21	\$ 25.00
7645	FIDELITY SECURITY LIFE INSURANCE CO.	April 2021 Vision	4/30/21	\$ 138.94
7645	FIDELITY SECURITY LIFE INSURANCE CO.	Feb 2021 Vision	4/30/21	\$ 138.94
7645	FIDELITY SECURITY LIFE INSURANCE CO.	January 2021 Vision	4/30/21	\$ 138.94
7645	FIDELITY SECURITY LIFE INSURANCE CO.	March 2021 Vision	4/30/21	\$ 138.94
7645	FIDELITY SECURITY LIFE INSURANCE CO.	May 2021 Vision	4/30/21	\$ 99.64
7646	FRANZ REPROGRAPHICS	April 2021 Fee	4/30/21	\$ 100.00
7647	GILLIG LLC	Fleet Parts	4/30/21	\$ 64.88
7648	GRAINGER	Supplies	4/30/21	\$ 19.50
7648	GRAINGER	Vehicle Supplies	4/30/21	\$ 77.40
7649	HENNEPIN COUNTY AR	Radio Fleet Fee	4/30/21	\$ 327.04
7650	HOME DEPOT CREDIT SERVICES	Building Supplies	4/30/21	\$ 219.15
7651	LIFE INSURANCE COMPANY OF NORTH AMERICA	Life Insurance	4/30/21	\$ 1,090.01
7652	LUBE-TECH & PARTNERS, LLC	DEF	4/30/21	\$ 1,891.20
7653	MENARDS	Facility Supplies	4/30/21	\$ 322.93
7653	MENARDS	Shop Supplies	4/30/21	\$ 16.99
7653	MENARDS	Supplies	4/30/21	\$ 29.53
7654	METROPOLITAN FORD OF EDEN PRAIRIE	Fleet Parts	4/30/21	\$ 123.50
7655	NCPERS MINNESOTA	Life Insurance	4/30/21	\$ 64.00

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
7656	O'REILLY AUTOMOTIVE, INC.	Fleet Parts	4/30/21	\$ 840.06
7656	O'REILLY AUTOMOTIVE, INC.	Fleet Parts Credit	4/30/21	\$ (134.15)
7657	OSI ENVIRONMENTAL, INC.	Service Call	4/30/21	\$ 3,035.00
7658	PPG ARCHITECTURAL FINISHES	Facility Supplies	4/30/21	\$ 177.59
7659	ROYAL TIRE INC.	Tires	4/30/21	\$ 3,405.00
7660	SD PROMOTIONS	Employee Engagement	4/30/21	\$ 735.00
7661	SNAP-ON TOOLS	Vehicle Supplies	4/30/21	\$ 34.59
7662	SOURIYONG SOURIYA	Business Lunch	4/30/21	\$ 115.50
7663	SPOK, INC.	Pager Service	4/30/21	\$ 166.33
7664	SUMMIT COMPANIES	Contracted Facility Maintenance	4/30/21	\$ 536.72
7665	SYNCB AMAZON	Bike Tools for ECS	4/30/21	\$ 418.94
7665	SYNCB AMAZON	Shop Supplies	4/30/21	\$ 62.49
7666	TASC	TASC	4/30/21	\$ 500.00
7667	THE AFTERMARKET PARTS COMPANY	CREDIT	4/30/21	\$ (140.86)
7667	THE AFTERMARKET PARTS COMPANY	Fleet Parts	4/30/21	\$ 3,008.84
7667	THE AFTERMARKET PARTS COMPANY	Warranty Credit	4/30/21	\$ (44.94)
7667	THE AFTERMARKET PARTS COMPANY	Vehicle Supplies	4/30/21	\$ 25.70
7668	T-MOBILE	T-Mobile	4/30/21	\$ 3,048.91
7669	U.S. BANK EQUIPMENT FINANCE	Copier Lease	4/30/21	\$ 699.00
7670	UHL COMPANY, INC.	Infrared Heating	4/30/21	\$ 13,104.00
7671	UNIFIRST CORPORATION	Drivers Uniforms	4/30/21	\$ 258.48
7671	UNIFIRST CORPORATION	Fleet Parts	4/30/21	\$ 264.95
7671	UNIFIRST CORPORATION	Uniforms	4/30/21	\$ 135.80
7672	WALSER CHRYSLER JEEP DODGE	Fleet Parts	4/30/21	\$ 505.60
7673	WESTERN SPECIALTY CONTRACTORS	Capital Cost for Repairs	4/30/21	\$ 9,795.00
7674	XCEL ENERGY	Apr 2021 elec	4/30/21	\$ 617.11
7675	APPLE INC.	MacBook's for iPad Management	5/6/21	\$ 2,036.00
7676	ARCPPOINT LABS OF EDEN PRAIRIE	DOT	5/6/21	\$ 126.00
7677	BRUSKE PRODUCTS	Fleet Parts	5/6/21	\$ 319.19
7678	C.H.I. COMPANIES	Trailer Rental	5/6/21	\$ 843.00
7679	CENTERPOINT ENERGY	CTS April 21 Electric	5/6/21	\$ 140.20
7680	CENTURYLINK	April Phone ECS	5/6/21	\$ 471.04
7681	CUMMINS NPOWER, LLC	Fleet Parts	5/6/21	\$ 10.52
7682	FRANZ REPROGRAPHICS	Feb 2021	5/6/21	\$ 100.00
7683	GILLIG LLC	Fleet Parts	5/6/21	\$ 687.92
7684	GREGERSON, ROSOW, JOHNSON & NILAN, LTD	Professional Services - Legal Fee	5/6/21	\$ 9,829.85
7685	JOHN HAGGENMILLER	Mileage Reimbursement	5/6/21	\$ 89.04
7686	HOGLUND BODY & EQUIPMENT, INC.	Vehicle Repair	5/6/21	\$ 1,221.50
7687	HUNTER AND MUELLER SERVICES INC.	Shop Tools	5/6/21	\$ 114.75
7688	IMPERIAL SUPPLIES LLC	Shop Supplies	5/6/21	\$ 758.90
7689	LUBE-TECH & PARTNERS, LLC	DEF	5/6/21	\$ 1,891.20
7690	MENARDS	Facility Supplies	5/6/21	\$ 77.35
7691	MVEC, MINNESOTA VALLEY ELECTRIC COOP	SWV Apr 21 Electric	5/6/21	\$ 1,481.20
7692	MY CABLE MART LLC	IT Supplies	5/6/21	\$ 43.22
7693	OCCUPATIONAL MEDICINE CONSULTS	DOT Exam	5/6/21	\$ 70.00
7694	OFFICE DEPOT	Office Supplies	5/6/21	\$ 64.92
7695	O'REILLY AUTOMOTIVE, INC.	Fleet Parts	5/6/21	\$ 667.99
7695	O'REILLY AUTOMOTIVE, INC.	Shop Supplies	5/6/21	\$ 30.97
7696	REPUBLIC SERVICES #894	Refuse Service EPG	5/6/21	\$ 1,256.38



**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
7697	ROYAL TIRE INC.	Tires	5/6/21	\$ 990.35
7698	RSM US PRODUCT SALES LLC	Professional Services - Server Network	5/6/21	\$ 6,198.00
7699	SITEONE LANDSCAPE SUPPLY, LLC	Landscape Supplies	5/6/21	\$ 297.68
7700	TECHSTAR IT SOLUTIONS	IT Services	5/6/21	\$ 765.00
7701	THE AFTERMARKET PARTS COMPANY	Fleet Parts	5/6/21	\$ 589.07
7701	THE AFTERMARKET PARTS COMPANY	Warranty Credit	5/6/21	\$ (103.76)
7702	U.S. BANK EQUIPMENT FINANCE	ECS Copier	5/6/21	\$ 148.00
7703	UHL COMPANY, INC.	Infrared Heating	5/6/21	\$ 3,276.00
7704	VERIZON WIRELESS	Wireless Phone	5/6/21	\$ 55.43
7705	WILSON'S NURSERY INC.	Landscape Supplies	5/6/21	\$ 976.60
7706	COMCAST BUSINESS	Internet Service Payment	5/6/21	\$ 1,237.57
7707	TURBO SEAL LLC	Concrete Construction	5/6/21	\$ 4,140.00
7708	A TO Z RENTAL CENTER	Building Supplies	5/10/21	\$ 104.00
7709	BRUSKE PRODUCTS	Fleet Parts	5/10/21	\$ 319.19
7710	CITY OF EDEN PRAIRIE	Water Bill	5/10/21	\$ 912.09
7711	DACOTAH PAPER CO.	Supplies	5/10/21	\$ 110.80
7712	GRAINGER	Supplies	5/10/21	\$ 59.89
7713	LOCAL GOVERNMENT INFORMATION SYSTEMS	Accounting Software monthly fees	5/10/21	\$ 1,423.00
7714	MENARDS	Facility Supplies	5/10/21	\$ 78.08
7714	MENARDS	Supplies	5/10/21	\$ 18.57
7715	PPG ARCHITECTURAL FINISHES	Supplies	5/10/21	\$ 367.56
7716	SAV PEST CONTROL	Pest Control	5/10/21	\$ 300.00
7717	SUMMIT COMPANIES	Annual fire inspection	5/10/21	\$ 1,520.50
7718	SYNCB AMAZON	Facility Supplies	5/10/21	\$ 18.54
7718	SYNCB AMAZON	Fleet Parts	5/10/21	\$ 187.11
7719	WILSON'S NURSERY INC.	Landscape Supplies	5/10/21	\$ 322.75
7720	WINTHROP & WEINSTINE, PA	Prof Fee- Legislative	5/10/21	\$ 4,000.00
7721	ALLSTATE PETERBILT	Fleet Parts	5/14/21	\$ 527.60
7722	AUTONATION INC	Outside Repair	5/14/21	\$ 1,297.84
7723	BEST VERSION MEDIA	Neighbors Magazine	5/14/21	\$ 990.91
7724	BTR OF MINNESOTA	Vehicle Parts	5/14/21	\$ 208.88
7725	CARVER COUNTY	Internet - CTS	5/14/21	\$ 1,080.00
7726	CENTERPOINT ENERGY	Heating Payment	5/14/21	\$ 156.23
7727	CENTURYLINK	Telephone Payment	5/14/21	\$ 62.51
7728	CHASKA TOWN COURSE	Town Course Ads	5/14/21	\$ 2,800.00
7729	CUSTOM COMMUNICATIONS INC.	Monitoring	5/14/21	\$ 1,627.50
7730	DEALER AUTOMOTIVE SERVICES	Fleet Parts	5/14/21	\$ 43.45
7731	FACTORY MOTOR PARTS COMPANY	Fleet Parts	5/14/21	\$ 21.37
7731	FACTORY MOTOR PARTS COMPANY	Shop Supplies	5/14/21	\$ 67.82
7732	GO INTELLECTUAL CAPITAL, LLC	Consulting Services	5/14/21	\$ 8,240.00
7733	GREGERSON, ROSOW, JOHNSON & NILAN, LTD	Professional Services - Legal Fee	5/14/21	\$ 6,921.87
7734	HEALTHPARTNERS	Health and Dental Insurance Payment	5/14/21	\$ 31,236.97
7735	HENNEPIN COUNTY AR	Radio Fleet Fee	5/14/21	\$ 327.04
7736	HOGLUND BUS COMPANY	Fleet Parts	5/14/21	\$ 824.44
7737	KLOOS ELECTRIC, INC.	Service Call	5/14/21	\$ 1,474.53
7738	LUBE-TECH & PARTNERS, LLC	Oil	5/14/21	\$ 475.58
7739	METROPOLITAN FORD OF EDEN PRAIRIE	Fleet Parts	5/14/21	\$ 189.02
7740	MY CABLE MART LLC	IT Supplies	5/14/21	\$ 136.64
7741	EDWIN NAMA	Reimbursement	5/14/21	\$ 100.00

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
7742	NORTH CENTRAL BUS	Fleet Parts	5/14/21	\$ 514.47
7743	OCCUPATIONAL MEDICINE CONSULTS	Drug Testing	5/14/21	\$ 115.00
7744	OFFICE DEPOT	Office Supplies	5/14/21	\$ 56.43
7745	ROYAL TIRE INC.	Outside Repair	5/14/21	\$ 56.00
7746	SAV PEST CONTROL	Pest Control	5/14/21	\$ 3,325.00
7747	SEON SYSTEMS SALES INC.	Fleet Parts	5/14/21	\$ 430.00
7748	SNAP-ON TOOLS	Shop Tools	5/14/21	\$ 132.00
7749	SYNCB AMAZON	Fleet Parts	5/14/21	\$ 32.52
7749	SYNCB AMAZON	Shop Supplies	5/14/21	\$ 89.98
7749	SYNCB AMAZON	Shop Tools	5/14/21	\$ 204.58
7750	TASC	FSA Benefit Services Fee	5/14/21	\$ 50.32
7751	THE AFTERMARKET PARTS COMPANY	Fleet Parts	5/14/21	\$ 797.33
7751	THE AFTERMARKET PARTS COMPANY	Warranty Credit	5/14/21	\$ (103.26)
7752	UNIFIRST CORPORATION	Drivers Uniforms	5/14/21	\$ 270.74
7752	UNIFIRST CORPORATION	Uniforms	5/14/21	\$ 52.08
7753	VERIZON WIRELESS	Wireless Phone	5/14/21	\$ 105.03
7754	WALSER CHRYSLER JEEP DODGE	Fleet Parts	5/14/21	\$ 47.16
7755	WINTHROP & WEINSTINE, PA	Prof Fee- Legislative	5/14/21	\$ 4,000.00
7756	ALLSTATE PETERBILT	Vehicle Parts	5/18/21	\$ 63.84
7757	CUMMINS NPOWER, LLC	Fleet Parts	5/18/21	\$ 66.84
7758	FACTORY MOTOR PARTS COMPANY	Fleet Parts	5/18/21	\$ 247.29
7759	FAIRCHILD EQUIPMENT	Vehicle Supplies	5/18/21	\$ 22,535.00
7760	FEDEX	Shipping	5/18/21	\$ 15.12
7761	GILLIG LLC	Fleet Parts	5/18/21	\$ 67.71
7762	GRAINGER	Shop Supplies	5/18/21	\$ 30.81
7762	GRAINGER	Supplies	5/18/21	\$ 127.90
7763	I-STATE TRUCK CENTER	Fleet Parts	5/18/21	\$ 5.45
7763	I-STATE TRUCK CENTER	Vehicle Parts	5/18/21	\$ 125.43
7764	KLOOS ELECTRIC, INC.	Capital Cost for Construction	5/18/21	\$ 1,797.58
7764	KLOOS ELECTRIC, INC.	Repairs Door7 Accident	5/18/21	\$ 2,656.69
7764	KLOOS ELECTRIC, INC.	Service Call	5/18/21	\$ 1,573.53
7765	LANO EQUIPMENT, INC.	Vehicle Parts	5/18/21	\$ 9,600.00
7766	MPCA	Permit	5/18/21	\$ 287.79
7767	MINUTEMAN PRESS	Printing Service	5/18/21	\$ 664.60
7768	OPG3	Software Subscription	5/18/21	\$ 3,677.02
7769	O'REILLY AUTOMOTIVE, INC.	Core Credit	5/18/21	\$ (296.00)
7769	O'REILLY AUTOMOTIVE, INC.	Fleet Parts	5/18/21	\$ 749.05
7769	O'REILLY AUTOMOTIVE, INC.	Fleet Parts Credit	5/18/21	\$ (100.68)
7769	O'REILLY AUTOMOTIVE, INC.	Shop Supplies	5/18/21	\$ 34.86
7769	O'REILLY AUTOMOTIVE, INC.	Vehicle Parts	5/18/21	\$ 110.20
7770	OSI ENVIRONMENTAL, INC.	Environmental Fee	5/18/21	\$ 200.00
7771	ROYAL TIRE INC.	Tires	5/18/21	\$ 457.60
7772	SEON SYSTEMS SALES INC.	Fleet Parts	5/18/21	\$ 430.00
7772	SEON SYSTEMS SALES INC.	Vehicle Parts	5/18/21	\$ 4,500.00
7773	KORY SIMICH	Reimbursement	5/18/21	\$ 250.00
7774	SUBURBAN CHEVROLET	Fleet Parts	5/18/21	\$ 11.27
7775	SUMMIT COMPANIES	5 year internal inspection	5/18/21	\$ 2,065.00
7776	SYNCB AMAZON	Facility Supplies	5/18/21	\$ 5,665.38
7777	THE AFTERMARKET PARTS COMPANY	Fleet Parts	5/18/21	\$ 147.27

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
7778	UNIFIRST CORPORATION	Drivers Uniforms	5/18/21	\$ 258.48
7778	UNIFIRST CORPORATION	Uniforms	5/18/21	\$ 67.90
7779	WINTHROP & WEINSTINE, PA	Prof Fee- Legislative	5/18/21	\$ 4,000.00
		<b>TOTAL</b>		<b>\$ 672,023.05</b>
	<b>ACH Withdraws</b>			
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	4/19/21	\$ 8,580.56
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	4/29/21	\$ 7,734.67
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	5/5/21	\$ 3,883.71
	MANSFIELD OIL COMPANY, INC.	Bus Fuel	5/10/21	\$ 8,956.53
	MET COUNCIL RETAILSAL E CPOS SW	Go To Card Reimbursement	4/16/21	\$ 525.00
	MET COUNCIL RETAILSAL E CPOS SW	Go To Card Reimbursement	4/23/21	\$ 295.00
	MET COUNCIL RETAILSAL E CPOS SW	Go To Card Reimbursement	4/30/21	\$ 90.00
	MET COUNCIL RETAILSAL E CPOS SW	Go To Card Reimbursement	5/7/21	\$ 300.00
	MET COUNCIL RETAILSAL E CPOS SW	Go To Card Reimbursement	5/14/21	\$ 535.00
	ADP PAYROLL FEES ADP - FEES 10TH9 2476205	Payroll Service	4/23/21	\$ 586.05
	DELUXE BUS SYS. BUS PRODS 89720290	New Deposit Slip	4/26/21	\$ 75.36
	PAYPAL TRANSFER TSHEETS	Payroll Service	5/12/21	\$ 230.00
		<b>TOTAL</b>		<b>\$ 31,791.88</b>
	<b>Payroll</b>			
	ADP, INC.	Payroll	4/15/21	\$ 71,385.38
	ADP, INC.	Payroll	4/29/21	\$ 77,526.68
	ADP, INC.	Payroll	5/13/21	\$ 82,891.01
		<b>TOTAL</b>		<b>\$ 231,803.07</b>
	<b>Monthly Reimbursement included in payroll totals</b>			
	Jon Christenson	Cell Phone Allowance		\$ 50.00
	Mike Dartt	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
	John Haggemiller	Cell Phone Allowance		\$ 50.00
	Ben Schuler	Cell Phone Allowance		\$ 50.00
	Kory Simich	Cell Phone Allowance		\$ 50.00
	Joe Towson	Cell Phone Allowance		\$ 50.00
	Justin Ambroz	Cell Phone Allowance		\$ 50.00
	Connor Froemming	Cell Phone Allowance		\$ 50.00
	Tom Glendenning	Cell Phone Allowance		\$ 50.00
	Evan Rozelle	Cell Phone Allowance		\$ 50.00
	Kyle Jackels	Cell Phone Allowance		\$ 50.00
	Len Simich	Cell Phone Allowance		\$ 85.00
	Len Simich	Car Allowance		\$ 712.00
	Kevin Berg	Tools Allowance		\$ 100.00
	Ben Green	Tools Allowance		\$ 100.00
	Dave Huddleston	Tools Allowance		\$ 100.00

**SouthWest Transit**

**04/15/2021 Thru 05/19/2021**

**Meeting Date: 05/27/2021**

**Payment of Claims**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Amount</b>
	Kyle Jackels	Tools Allowance		\$ 100.00
	Edwin Nama	Tools Allowance		\$ 100.00
	Bradley Peters	Tools Allowance		\$ 100.00
	Jordan Roske	Tools Allowance		\$ 100.00
	Lonnie Van Eps	Tools Allowance		\$ 100.00
	Matt Vieth	Tools Allowance		\$ 100.00
	Steve Michael	Tools Allowance		\$ 100.00
		<b>TOTAL</b>		<b>\$ 2,722.00</b>
		<b>GRAND TOTAL</b>		<b>\$ 935,618.00</b>

**Consent**

# SOUTHWEST TRANSIT COMMISSION MINUTES

Thursday, April 22, 2021  
Commission Meeting – 6:00 pm

## COMMISSION MEMBERS

Mike Huang – City of Chaska  
PG Narayanan – City of Eden Prairie  
Jerry McDonald – City of Chanhassen  
Mark Freiberg – City of Eden Prairie  
Bob Roepke – City of Chaska  
Elise Ryan – City of Chanhassen  
Jody Bonnevier - At-Large Commissioner  
Joy McKnight – Ex Officio City of Carver

## GENERAL COUNSEL

Joshua Dorothy, Attorney

## GUEST

Steve Wischmann, BerganKDV, Ltd.

## EXECUTIVE STAFF

Len Simich, Chief Executive Officer  
Dave Jacobson, Chief Operating Officer  
Matt Fyten, Operations and Planning Director  
Tony Kuykendall – Vehicle Maintenance Manager  
Souriyong Souriya – Finance Director  
Al Halaas, Director/GM - First Transit

## I. PUBLIC COMMENT

The meeting was called to order by Chair Huang at 6:02 pm. There was no public comment.

## II. APPROVAL OF AGENDA

Chief Executive Officer Simich requested that the Agenda be amended as follows under New Business: Move item V.a Legislative Updates to item V.b; move item V.b Annual Financial Audit 2020 to V.a.

**Motion:** Roepke motioned, seconded by Narayanan to approve the Agenda as amended. **Roll Call Vote:** Huang, yes; Narayanan, yes; McDonald, yes; Freiberg, yes; Roepke, yes; Ryan, yes; Bonnevier, yes. The motion carried 7-0-0.

## III. PAYMENT OF CLAIMS

**Motion:** McDonald motioned, seconded by Ryan to approve the Payment of Claims. **Roll Call Vote:** Huang, yes; Narayanan, yes; McDonald, yes; Freiberg, yes; Roepke, yes; Ryan, yes; Bonnevier, yes. The motion carried 7-0-0.

## IV. CONSENT

- A. **Approval of 03/25/2021 Minutes**
- B. **Approval of Financial Statements**
- C. **Ridership Report**
- D. **Purchase of Sweeper Truck**

**Motion:** Narayanan motioned, seconded by McDonald to approve the Consent Agenda. **Roll Call Vote:** Huang, yes; Narayanan, yes; McDonald, yes; Freiberg, yes; Roepke, yes; Ryan, yes; Bonnevier, yes. The motion carried 7-0-0.

## V. NEW BUSINESS

- A. **Annual Financial Audit 2020**

CEO Simich introduced Steve Wischmann of BerganKDV, Ltd. who reviewed results of the 2020 Comprehensive Annual Financial Report. Wischmann stated SouthWest Transit received an unqualified opinion which is the highest level of assurance and that they found no material weaknesses in the agency financial statements.

**Motion:** Narayanan motioned, seconded by McDonald to adopt Resolution 21-06 accepting the audited Comprehensive Annual Financial Report for the fiscal year ended December 31, 2020. **Roll Call Vote:** Huang, yes; Narayanan, yes; McDonald, yes; Freiberg, yes; Roepke, yes; Ryan, yes; Bonnevier, yes. The motion carried 7-0-0.

#### B. Legislative Update

Chief Executive Officer Simich updated the Commission on information relating to the 2021 Legislative session. Various legislative proposals were discussed including:

- 5% regional transit sales tax
- develop a zero emissions plan for metro transit agencies
- require that any CARES funds be passed through to transit agencies by formula

**Discussion only. No motion required.**

#### C. CEO Personal Leave Adjustment

General Counsel Dorothy stated that, due to a mutual mistake, for the past nine years SouthWest Transit has been providing CEO Simich with eight hours less personal leave than he would have ordinarily been entitled, 72 hours in total.

**Motion:** Narayanan motioned, seconded by Roepke to authorize the Chair to execute the proposed amendment to the employment agreement with the Commission's CEO. **Roll Call Vote:** Huang, yes; Narayanan, yes; McDonald, yes; Freiberg, yes; Roepke, yes; Ryan, yes; Bonnevier, yes. The motion carried 7-0-0.

### VI. UPDATES

### VII. ADJOURNMENT

**Motion:** Narayanan motioned, seconded by McDonald to adjourn. **Roll Call Vote:** Huang, yes; Narayanan, yes; McDonald, yes; Freiberg, yes; Roepke, yes; Ryan, yes; Bonnevier, yes. The motion carried 7-0-0. The meeting adjourned at 7:07 pm.

April 22, 2021 SouthWest Transit Commission Minutes Prepared By: Linda Spevacek

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_



**SOUTHWEST TRANSIT**

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**MEMORANDUM**

**TO:** SouthWest Transit Commission  
**FROM:** Souriyong Souriya – Finance Director  
**DATE:** May 19, 2021  
**SUBJECT:** SWT Financial Statements

**REQUESTED ACTION:** That the SWT Commission approve the March 2021 Financial Statement, April 2021 Investments and April 2021 Pledged Securities.

**BUDGET IMPACT:** This action has no budget impact.

**BACKGROUND:**

Attached to this memo are the following financial statements:

- The March 31, 2021 Financial Statement for General Fund Operating, capital projects and debt service funds.
- The investment of SWT funds into certificates of deposits (CDs) and rate of return from 0.40%-2.75%.
- Five institutions provided the pledged securities for collateral beyond the FDIC insured.

**RECOMMENDATION:** That the SWT Commission approve the March 2021 Financial Statement, April 2021 Investments and April 2021 Pledged Securities.





## Balance Sheet for All Funds March 2021

*Commission Meeting date 05.27.2021*

Balance Sheet Category	Fund Name					Total
	General Fund	Capital State of Good Repairs/Asset Management	SWS Relocation Capital	Grant Projects	Debt Service	
<b>Assets</b>						
Cash & Investments	\$ 6,436,348	\$ 8,048,032	\$ 724,938	\$ -	\$ 152,796	\$ 15,362,114
Accounts Receivable	1,713,924		-	-	-	1,713,924
Other Assets	330,297	-	-	-	-	330,297
<b>Total Assets</b>	<b>8,480,569</b>	<b>8,048,032</b>	<b>724,938</b>	<b>-</b>	<b>152,796</b>	<b>17,406,335</b>
<b>Liabilities</b>						
Accounts Payable	102,052	-	-	-	-	102,052
Other Liabilities		-	-	-	-	-
<b>Total Liabilities</b>	<b>102,052</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>102,052</b>
<b>Fund Balances</b>						
Beginning Fund Balance-January 2020	7,522,658	8,096,846	697,796	-	137,487	16,454,787
Net Change in Fund Balance	855,859	(48,814)	27,142	-	15,309	849,496
<b>Total Fund Balances</b>	<b>8,378,517</b>	<b>8,048,032</b>	<b>724,938</b>	<b>-</b>	<b>152,796</b>	<b>17,304,283</b>
<b>Total Liabilities &amp; Fund Balances</b>	<b>\$ 8,480,569</b>	<b>\$ 8,048,032</b>	<b>\$ 724,938</b>	<b>\$ -</b>	<b>\$ 152,796</b>	<b>\$ 17,406,335</b>



SouthWest Transit  
 Revenue and Expenditures for All Funds  
 Monthly Financial Report  
 YTD March 2021

Commission Meeting date 05.27.2021

March=25.0%

<b>General Fund 100</b>	<b>Adopted Budget</b>	<b>Current Month Actual</b>	<b>2021 YTD Actual</b>	<b>2021 YTD Balance</b>	<b>% YTD Budget</b>
<b>Revenues</b>					
Passenger Fares	\$ 748,400	\$ 8,017	\$ 40,883	(707,517)	5.5%
Contract Revenue	33,600	4,897	11,532	(22,068)	34.3%
CMAQ Grant Revenue	283,000	-	-	(283,000)	0.0%
5307 NTD Funding	784,000	-	-	(784,000)	0.0%
MVST Revenue	7,034,450	794,359	2,030,775	(5,003,675)	28.9%
RAMVST Revenue	1,313,300	148,304	379,137	(934,163)	28.9%
Investment Income	10,000	-	1,687	(8,313)	16.9%
Other Local Revenues	204,500	1,768	6,677	(197,823)	3.3%
	<b>10,411,250</b>	<b>957,345</b>	<b>2,470,691</b>	<b>(7,940,559)</b>	<b>23.7%</b>
Other Sources					
Insurance Recoveries	-	-	6,975	6,975	-
<b>Total Revenue</b>	<b>\$ 10,411,250</b>	<b>\$ 957,345</b>	<b>\$ 2,477,666</b>	<b>\$ (7,933,584)</b>	<b>23.8%</b>
<b>Expenditures</b>					
Administration	\$ 1,406,292	\$ 79,409	\$ 195,807	1,210,485	13.9%
Operations	6,469,290	278,149	676,239	5,793,051	10.5%
Vehicle Maintenance	1,927,656	99,549	266,620	1,661,036	13.8%
Facility Maintenance	1,438,100	99,259	241,579	1,196,521	16.8%
<b>Total Expenditures</b>	<b>11,241,338</b>	<b>556,366</b>	<b>1,380,245</b>	<b>9,861,093</b>	<b>12.3%</b>
5307 NTD Schedule	784,000	-	-	784,000	0.0%
Capital Cost Of Operating	1,546,995	169,785	241,562	1,305,433	15.6%
<b>Total Expenditures &amp; Capital Cost of Operating</b>	<b>13,572,333</b>	<b>726,151</b>	<b>1,621,807</b>	<b>11,950,526</b>	<b>11.9%</b>
<b>Net Change in Fund Balance</b>	<b>\$ (3,161,083)</b>	<b>\$ 231,194</b>	<b>\$ 855,859</b>		
<b>Fund Balance, January 1</b>			<b>\$ 7,522,658</b>		
<b>Fund Balance, End of Current Period</b>			<b>\$ 8,378,517</b>		
<b>Months of Operating Expenditures</b>			<b>7</b>		
<b>Fund Balance as a % of the Expenditure Budget</b>			<b>61.7%</b>		



SouthWest Transit  
 Revenue and Expenditures for All Funds  
 Monthly Financial Report  
 YTD March 2021

Commission Meeting date 05.27.2021

March=25.0%

<b>All Other Funds</b>	Adopted Budget	Current Month Actual	2021 YTD Actual	2021 YTD Balance	% YTD Budget
<b>Capital State of Good Repairs/Asset Management Fund</b>					
Revenue	\$ 378,021	\$ -	\$ -	\$ (378,021)	0.0%
Expenditures	3,230,000	10,779	48,814	3,181,186	0.0%
Transfer In (Out)	-	-	-	-	0.0%
<b>Net Change in Fund Balance</b>	<b>\$ (2,851,979)</b>	<b>\$ (10,779)</b>	<b>\$ (48,814)</b>		
<b>SWS Relocation Capital Projects Fund 338</b>					
Revenue	\$ -	\$ -	\$ -	-	0.0%
Expenditures	-	1,786	9,592	(9,592)	0.0%
Transfer In (Out)	-	-	-	-	-
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (1,786)</b>	<b>\$ (9,592)</b>		
<b>Grant Projects Fund 336 &amp; 337 - NTD Grant Funds</b>					
Revenue	\$ -	\$ 3,007	\$ 55,507	\$ 55,507	0.0%
Expenditures	-	3,007	55,507	(55,507)	0.0%
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

<b>SouthWest Transit</b>					
<b>Pledged Securities Accounts - April 2021</b>					
<b>Security Description</b>	<b>Safekeeping Agent</b>	<b>Maturity Date</b>	<b>Pledged Date</b>	<b>Book Value</b>	<b>Pledged Value</b>
<b>Flagship Bank Minnesota</b>					
Treasury	United Bankers Bank	9/30/2024	3/7/2021	\$ 2,068,780.25	\$ 2,000,000.00
Treasury	United Bankers Bank	7/31/2024	3/7/2021	\$ 1,043,419.11	\$ 1,000,000.00
Treasury	United Bankers Bank	1/31/2025	4/26/2021	\$ 1,545,183.09	\$ 1,000,000.00
FHLMC - FED Home Loan Mortgages	United Bankers Bank	11/1/2021	8/12/2015	\$ 260,156.58	\$ 259,320.97
FNMA - FED NATL MTG ASSN	United Bankers Bank	8/1/2021	10/23/2012	\$ 243,035.12	\$ 242,593.99
MBS-FNMA/FHLMC	United Bankers Bank	9/1/2027	5/26/2020	\$ 186,009.92	\$ 186,009.92
Wells Natl West	United Bankers Bank	1/17/2023	4/2/2020	\$ 249,000.00	\$ 249,000.00
Enerbank USA	United Bankers Bank	9/13/2024	9/25/2019	\$ 247,813.53	\$ 249,000.00
Morgan Stanley	United Bankers Bank	11/14/2024	1/9/2020	\$ 247,000.00	\$ 247,000.00
3RD FED SVGS	United Bankers Bank	11/25/2024	1/9/2020	\$ 247,000.00	\$ 247,000.00
US Treasury Notes	United Bankers Bank	7/31/2022	10/6/2016	\$ 749,816.93	\$ 750,000.00
FHLB	United Bankers Bank	6/11/2021	5/25/2018	\$ 500,125.08	\$ 500,000.00
FFCB-FED Credit Bank	United Bankers Bank	9/1/2021	10/6/2016	\$ 500,374.31	\$ 500,000.00
GNMA	United Bankers Bank	8/20/2040	7/20/2018	\$ 127,841.02	\$ 127,841.02
GNMA	United Bankers Bank	1/20/2033	1/20/2021	\$ 155,081.17	\$ 155,081.17
				<b>\$ 8,370,636.11</b>	<b>\$ 7,712,847.07</b>
<b>BankVista</b>					
FDIC	FDIC - State	10/6/2021	6/6/2018	\$ 250,000	\$ 250,000
FDIC	ICS Account	10/6/2021	6/6/2018	\$ 5,431,663	\$ 5,431,663
<b>Tradition Capital Bank</b>					
Edgewood OH City Sch Dist Bond	BMO Harris Bank N.A	12/1/2029	12/19/2019	\$ 533,985	\$ 500,000
Little Blue VLY MO SWR Dist SW Bond	BMO Harris Bank N.A	9/1/2027	9/26/2019	\$ 1,097,870	\$ 1,000,000
Port Neches-Groves TX Indep SC Bonds	BMO Harris Bank N.A	2/15/2026	7/26/2016	\$ 762,971	\$ 695,000
Fed Farm Credit Bank	BMO Harris Bank N.A	4/1/2033	4/1/2013	\$ 968,318	\$ 912,724
<b>Alerus</b>					
FRB Federal Reserve Custody	Bank of North Dakota	4/1/2026	6/22/2016	\$ 371,329	\$ 349,404
<b>Americana Community Bank</b>					
GNMA Pool # MA1119	United Bankers Bank	7/1/2042	8/25/2016	\$ 595,740	\$ 595,740
			<b>Total</b>	<b>\$ 18,382,511</b>	<b>\$ 17,447,377</b>
<b>Summary Total Funds</b>		<b>4/30/2021</b>			
Flagship Bank	\$ 6,809,963				
BankVista	\$ 5,682,920				
Tradition Capital Bank	\$ 2,262,077				
Alerus	\$ 274,213				
Americana Community Bank	\$ 818,424				
<b>Total</b>	<b>\$ 15,847,597</b>				
<i>Difference Extra</i>	<b>\$ 1,599,779.97</b>				

**SouthWest Transit Commission Investments  
April 2021**

Broker	Purchase Date	Type	Description	Maturity Date	Type	Purchase Cost	Maturity Amount	Rate	Days to Maturity	Current Market Value	Accrued Interest	Months Term	
			<b>4/30/2021</b>										
Flagship Bank	5/30/2018	CD	Flagship CD 100247	5/25/2021	CD	250,000.00	250,000.00	2.250%	25	250,000.00		36	
BankVista	6/6/2018	CD	BankVista CD 3301049	10/6/2021	CD	250,000.00	250,000.00	2.750%	159	250,000.00	5,973	40	
Tradition Bank	10/16/2020	CD	Tradition Bank CD 13813422	10/16/2021	CD	650,000.00	650,000.00	1.000%	169	680,938.71	616	12	
Flagship Bank	1/23/2021	CD	Flagship CD 100243	1/24/2022	CD	300,000.00	300,000.00	0.600%	269	300,000.00		12	
Tradition Bank	2/5/2020	CD	Tradition Bank CD 13812681	2/5/2022	CD	1,500,000.00	1,500,000.00	0.750%	281	1,581,137.86	455	12	
Americana	1/21/2021	CD	Americana 13087266	2/12/2022	CD	545,075.68	545,075.68	0.670%	288	545,075.68	1,271	13	
Americana	1/12/2021	CD	Americana 17954691	2/12/2022	CD	273,348.24	273,348.24	0.670%	288	273,348.24	637	13	
Flagship Bank	3/11/2020	CD	Flagship CD 100255	3/6/2022	CD	250,000.00	250,000.00	0.400%	310	250,000.00		12	
Flagship Bank	3/16/2021	CD	Flagship CD 200379	3/15/2022	CD	750,000.00	750,000.00	0.400%	319	500,000.00		12	
				<b>Total</b>		<b>4,768,423.92</b>	<b>4,768,423.92</b>			<b>4,630,500.49</b>	<b>8,951.81</b>		
			<i>Flagship Bank - Nonprofit Checking</i>								<i>2,810,854.94</i>		
			<i>Flagship Bank - Money Market Acct</i>								<i>2,199,107.94</i>		
			<i>Alerus - Money Market Acct</i>								<i>274,213.11</i>		
			<i>BankVista - Money Market ICS Acct</i>								<i>5,432,920.38</i>		
				<b>Subtotal</b>						<b>\$ 10,717,096.37</b>			
				<b>Grand Total</b>						<b>\$ 15,347,596.86</b>			
			<b>Summary by Type (based upon current market value)</b>				<b>CDs Summary by banks</b>						
			CD			4,630,500.49		<i>Banks</i>	<i>Amount</i>				
			US Govt Agency			-		<i>Americana</i>	<i>818,423.92</i>				
			Checking/MM/ICS			10,717,096.37		<i>Alerus</i>	<i>274,213.11</i>				
						<b>15,347,596.86</b>	-	<i>Bank Vista</i>	<i>250,000.00</i>				
								<i>Flagship</i>	<i>1,300,000.00</i>		5,009,962.88		
								<i>Tradition</i>	<i>2,262,076.57</i>		4,932,920.38		
			Maturity Dates		Amount				<i>4,904,713.60</i>				
			May-21		\$	250,000.00							
			Jun-21		\$	-							
			Jul-21		\$	-							
			later		\$	4,380,500.49							
					\$	4,630,500.49							



## **SOUTHWEST TRANSIT**

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### **MEMORANDUM**

**To:** SouthWest Transit (SWT) Commission

**From:** Mike Dartt Facility Engineer

**Date:** May 19<sup>th</sup>, 2021

**Subject:** Eden Prairie Garage (EPG) Roof Replacement.

#### **REQUESTED ACTION**

That the SWT Commission authorize its Chief Executive Officer to execute an agreement with Flynn Midwest LP in the amount not to exceed \$1,698,539.00 for the EPG Roof Replacement.

#### **BUDGET IMPACT**

This project has been budgeted to be done in 2021. Funds for the project will come from the 2021 agency fund balance/capital reserve account.

It should also be noted that a contingency budget of \$255,000 has been added bringing the total budget request to \$1,953,539.

Note the contingency budget is an internal budget for SouthWest Transit and will not be included int the contract with the selected agency.

Also, to keep the project moving without having to call special meetings of the Commission, the Commission has authorized its CEO to approve any change orders and/or subcontracts which do not exceed \$35,000 if 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 (\$255,000 for said project). All change orders will continue to appear on the payment application of the contractor approved by the SWT Commission.

#### **BACKGROUND**

The roof replacement is a new action but is a continuation of the garage expansion and renovation project funded from the proceeds of the sale of SouthWest Station to the Metropolitan Council for the SWLRT project.

SWT hired Walker Consultants to conduct preventive maintenance inspections in 2020. Walker identified that garages A, B also garage B entrance, office area and the Maintenance Shop require roof replacements. Test cuts were made on the roof to review all existing conditions. These test cuts were made at known leak locations where previous emergency repairs were performed. Walker Consultants has designed the plan documents and will oversee the roof replacement construction for SWT. The roof will also be set-up for future solar panel installation. Including all required

penetrations for electrical and solar panel placements. Walker Consultants possess a full understanding of the needs of SWT pertaining to said roof replacement project.

The SWT garage is over 35 years old, and to maintain the garage in a state of good repair the roof needs replacement.

The Request for Bid (RFB) was issued by SWT and attracted five roofing contractors. The results from the four contractors who submitted bids are as follows:

<u>Contractor</u>	<u>Price</u>
Flynn Midwest LP	\$1,698,539.00
John A. Dalsin	\$1,819,682.00
Central Roofing Co.	\$1,972,715.00
Schwickert's Tecta America LLC	\$1,962,000.00

**RECOMMENDATION**

That the SWT Commission authorize its Chief Executive Officer to execute an agreement with Flynn Midwest LP in the amount not to exceed \$1,698,539.00 for the EPG Roof Replacement, and to establish an internal contingency account totaling \$225,000/15%.



## SOUTHWEST TRANSIT

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**To:** SouthWest Transit Commission

**From:** Joshua A. Dorothy, General Counsel

**Date:** May 18, 2021

**Subject:** Employee Manual Revisions

**REQUESTED ACTION:** That the Commission adopt the proposed revisions to the Employee Manual.

**BUDGET IMPACT:** None.

**BACKGROUND:** Earlier this year, the Minnesota Supreme Court decided a case regarding whether an individual policy in an employee handbook constitutes a contract between the employer and employee, despite the presence of a “no binding contract” disclaimer at the beginning of the handbook. The court determined that the employer’s PTO policy constituted a contract between the employer and employee, even though the employer had a disclaimer in the introduction of the handbook. The court sent the case back to the trial court to determine whether the employer had breached the contract by not paying out unused PTO to a terminated employee. Accordingly, we have reviewed the Employee Manual in light of the decision. The proposed changes are largely clarifying and not intended to be substantive.

**RECOMMENDATION:** That the Commission adopt the proposed revisions to the Employee Manual.





# **SOUTHWEST TRANSIT**

## **EMPLOYEE MANUAL**

**Revised May 2021**

SouthWest Transit Employee Manual

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## **INTRODUCTION**

This Employee Manual describes the personnel policies of SouthWest Transit (SWT) and the benefits available to SWT employees. The purpose of this Employee Manual is to provide SWT employees with a general description of benefits, personnel administration, and employee guidelines. It is not intended to be a legal statement of benefits, nor a comprehensive explanation of our personnel policies and practices. Its sole function is to give employees a general understanding of how SWT views the employment relationship and approaches personnel issues.

This manual is not intended to create, and shall not be considered, a contract between SWT and its employees, nor should any policies or terms in this manual be read as creating contractual obligations or rights of either SWT or the employee. Nothing in this document shall be construed as creating anything other than an employment “at will” relationship between SWT and its employees. Employees have the right to terminate the employment relationship with SWT at any time, with or without notice, for any reason. SWT has the same right to terminate the employment relationship at any time, with or without notice, for any reason not prohibited by law.

The information in this manual may be subject to law. In the event information in the manual is contrary to law, the provisions of law will prevail.

It is not possible to anticipate every question that might arise in the course of employment. While this manual provides information about topics most often of interest to employees, an employee may, on occasion, have a question or concern that is not addressed in the manual. If that occurs, the employee should direct his or her question to Human Resources.

The policies and programs outlined in this manual are those presently in effect. It is likely that the policies and the employment-related benefits and programs of SWT will change from time to time. Although we will periodically update this manual to keep employees informed of changes, we may implement changes immediately, without advance notice. The Chief Executive Officer is authorized to revise, delete or otherwise change policies, and to make the final determination in interpreting or applying policies.

This Employee Manual supersedes and replaces any and all policies and related materials made available to the employees of SWT.

## EMPLOYMENT

### 2.01 CLASSIFICATION OF EMPLOYEES

There are two categories of employees: Regular Employees and Temporary Employees. Within the two categories there are two classifications of employees: Full Time and Part Time.

**Regular Full-Time Employees:** Employees who regularly work forty (40) or more hours per week and receive full SWT benefits effective the date of hire. Benefits include those in the Benefit Plan (medical, dental, life insurance, etc.), personal leave, and holidays.

**Regular Part-Time Employees:** Employees who regularly work twenty (20) or more but fewer than forty (40) hours per week. Regular part-time employees receive part-time personal leave and holiday benefits determined and prorated based on the actual number of hours worked. Regular part-time employees working 32 hours per week or more will also receive the same health, disability and life insurance benefits as regular full-time employees. They will also be eligible for personal leave and holidays on a pro-rated basis.

**Temporary Full-Time Employees:** Employees who are hired on a temporary basis and regularly work forty (40) or more hours per week. Temporary full-time employees do not receive holiday or personal leave benefits or the benefits in the Benefit Plan (medical, dental, life insurance, short or long term disability income continuation).

**Temporary Part-Time Employees:** Employees who are hired on a temporary basis and regularly work less than forty (40) hours per week. Temporary part-time employees do not receive benefits.

**Exempt and Non-Exempt Status:** All positions, whether Regular or Temporary, are classified as either Exempt or Non-Exempt, in accordance with the requirements of the Fair Labor Standards Act (FLSA). The classifications are defined as follows:

Exempt shall apply to all positions considered exempt from the overtime provisions of the FLSA. Employment is based on a flexible schedule of forty (40) or more hours per week. These positions are compensated at a pre-determined amount on a bi-weekly basis.

Non-Exempt shall apply to positions eligible for overtime pay under the requirements of the FLSA. Employees are compensated on an hourly basis for the actual hours worked.

### 2.02 EQUAL EMPLOYMENT OPPORTUNITY

It is SWT policy to provide equal employment opportunity to all persons. All employment decisions are based upon the principles of equal opportunity. These decisions include recruitment, selection, promotion, transfer, discipline, compensation, benefits, training, and other personnel actions involving persons in all job titles and shall occur without regard to race, color, creed, religion, national origin, sex, veteran/military status, disability, age, marital status, sexual orientation, status in regard to public assistance, membership or

activity in a local commission, genetic information or any other characteristic protected by law.

Any individual who believes he or she has experienced or observed behavior contrary to this policy is expected to report that information to Human Resources or the Chief Executive Officer. All such reports of action contrary to this policy will be taken seriously and investigated promptly. Individuals found to have violated SWT's equal employment opportunity policy will be subject to corrective action as described in section 2.04. No individual shall be retaliated against for making a good faith report of behavior contrary to this policy.

## **2.03 EMPLOYMENT OF RELATIVES**

To avoid accusations of favoritism, abuse of authority, sexual harassment, and similar misconduct, SWT prohibits any two employees in a "personal relationship" from being in a situation in which one employee has real or perceived authority, influence, or power over the other employee's conditions of employment, or has the ability to directly affect the other employee's career progression. This includes both formal and informal supervisory relationships.

This policy does not apply to personal relationships where neither employee has real or perceived authority, influence, or power over the other employee's conditions of employment or the ability to directly affect the other employee's career progression.

For the purpose of this policy, the definition "personal relationship" includes the following:

1. Any familial relationship by blood or marriage;
2. Any present or former romantic, dating or sexual relationship, without regard to gender or sexual orientation of the participants; or
3. Any other close relationship, including certain friendships that extend beyond the workplace, in which the judgment or performance of either employee, superior and subordinate alike, may be influenced, or may appear to be influenced, by the relationship.

If employees in supervisory-subordinate roles are involved in any such relationship, the supervisory employee is prohibited from engaging in all official matters affecting or appearing to affect the subordinate employee. Both employees in any such relationship are responsible for disclosing the relationship to the supervisor employee's direct supervisor or other senior-management members. Upon learning or being informed of the existence of such a relationship, the appropriate senior-management members may take all steps that, in their discretion, they deem appropriate. Those steps may include, but are not limited to:

1. Reassignment of one or both employees in order to sever the supervisory relationship; and

2. Recusal of the supervisory employee from all official matters affecting, or appearing to affect, the subordinate employee.

## **2.04 CORRECTIVE ACTION**

SWT employees are employed at will. SWT reserves the right to discipline, suspend, demote or dismiss employees at any time, with or without notice, for any reason not prohibited by law. The Chief Executive Officer has authority over the administration of all personnel matters, including hiring, discipline, and termination.

SWT expects that all employees will perform their jobs satisfactorily and comply with all other SWT guidelines, policies, and core values. SWT will strive to work with employees in communicating and attempting to correct work-related problems. However, unsatisfactory job performance or violation of SWT guidelines, policies, or core values may result in corrective action.

Corrective action may take several forms, including but not limited to verbal warnings, written warnings, suspension (with or without pay), demotion, or termination. SWT reserves the right in its sole discretion to omit any or all of these steps, or to add or modify steps in any particular situation. SWT may take whatever corrective action it determines is appropriate in response to the circumstances of any given situation.

Nothing in this section or in SWT's disciplinary policies or practices shall impair an employee's right to terminate his or her employment with SWT at any time, with or without notice, for any or no reason, nor does it modify SWT's right to terminate any employee's employment at any time, with or without notice, for any reason not prohibited by law.

## **2.05 PERFORMANCE EVALUATIONS**

Employee performance evaluations are ordinarily conducted on a semi-annual and annual basis. For all positions below the Chief Executive Officer level, evaluations are ordinarily completed by the Department Director or Chief Executive Officer.

Newly hired employees will receive performance evaluations by their supervisor three (3) months after hire and again six (6) months after hire to evaluate the employee's progress in meeting position requirements.

Reviews are designed to provide a dialogue and employees are encouraged to discuss items of mutual concern in this confidential setting. Wage or salary increases are not guaranteed and may or may not be a part of this process.

Regardless of the ratings on the performance evaluations, an employee's employment with SWT remains "at will."

## **2.06 EMPLOYEE RECORDS AND DATA PRIVACY**

SWT maintains information needed to administer employee benefits, to pay employees, to complete required Federal and State reports, and to record employee work performance. All laws regarding data privacy shall be strictly followed. Data is kept in individual employee files, payroll files, and computer files. These files are the property of SWT.

Employees are obligated to inform Human Resources of dependent, marital status, address, or telephone number changes within 30 days of the change. Failure to notify SWT may result in critical time-sensitive mail not being delivered or other information not being received.

Motor Vehicle Records will be periodically checked for all employees who operate, or who may potentially operate, SWT-owned vehicles during the course of their employment with SWT. All such employees shall possess and maintain a valid driver's license. Any such employee not having a valid driver's license shall not be permitted to operate any SWT-owned vehicles. All such employees shall report any and all of the following events to Human Resources within 3 business days of occurrence:

- Revocation of driver's license or permit to drive;
- Revocation of nonresident operating privilege;
- Temporary or permanent disqualification from operation of a commercial motor vehicle;
- The issuance of a temporary license prior to the effective date of any license suspension or revocation;
- Administrative license plate impoundment;
- Administrative or court-ordered vehicle forfeiture;
- Criminal conviction; and
- The issuance of a citation for any moving traffic violation.

Failure to report an event as required may result in disciplinary action, up to and including dismissal.

## **2.07 DRUG FREE WORKPLACE**

SWT is committed to a drug and alcohol free workplace to ensure high productivity and to protect the safety, health and wellbeing of all employees and other individuals in our workplace. SWT recognizes that alcohol abuse and drug use pose a significant threat to our goals. SWT has established a drug and alcohol free workplace program that balances our respect for individuals with the need to maintain a drug and alcohol free environment.

This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale. SWT has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or public



safety. SWT encourages employees to voluntarily seek help with drug and alcohol problems.

As a condition of employment, SWT requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol, including pre-employment drug testing. SWT established this policy to maintain compliance with the requirements of the United States “Drug Free Workplace Act of 1988” and other state and federal statutes.

A copy of the entire Drug and Alcohol Free Workplace policy which includes the drug and alcohol testing procedures for reasonable suspicion has been distributed to all employees.

## **2.08 DRUG AND ALCOHOL TESTING POLICY FOR SAFETY SENSITIVE POSITIONS**

SWT has established Drug and Alcohol Testing Policy for Safety Sensitive Positions. This policy sets forth SWT’s policy on alcohol and controlled substance abuse, including drug and alcohol testing programs, for “safety sensitive” positions. Employees in “safety sensitive” positions are subject to the requirements of this policy, in addition to the requirements of SWT’s Drug Free Workplace Policy. The policy is based on the requirements set forth in the Federal Transit Administration regulations found at 49 C.F.R. Part 655 and the testing procedures outlined in 49 C.F.R. Part 40.

A copy of the entire Drug and Alcohol Testing Policy for Safety Sensitive Positions has been distributed to all employees in safety sensitive positions.

## **2.09 HARASSMENT & OFFENSIVE BEHAVIOR**

SWT is committed to providing a work environment free from discrimination. SWT also prohibits unlawful harassment based upon a person’s race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, veteran/military status, membership or activity in a local commission, or any other characteristic protected by law. Employees should at all times treat other employees with respect and dignity.

The prohibition on harassment and offensive behavior applies to employees, applicants for employment, temporary or contract workers, as well as Directors, members of the Commission, customers, suppliers, vendors, visitors or any other person associated with SWT. It applies not only to the workplace during normal business hours, but also to all work-related social functions, whether on or off SWT premises, and to business-related travel.

Harassment is prohibited in all work-related interactions, whether in person, via telephone, in writing or through electronic communications such as e-mail, text messages, instant messages, blogs, electronic conferencing and social media postings regardless of whether

such interactions are made through a computer, cell phone, pager, or other electronic device or medium.

Harassment includes any behavior that is offensive, abusive, threatening, intimidating, humiliating, or degrading to another individual. The behavior can be verbal, written, visual, or physical and can arise out of in-person or electronic communications. While harassment may be based on protected class status, other offensive behavior that impairs morale and interferes with work effectiveness, including jokes and teasing, are also prohibited.

One type of harassment is sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, and other verbal or physical conduct or communication of a sexual nature when this conduct or communication explicitly or implicitly affects an individual's employment, substantially interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Sexual harassment includes unwelcome sexual behavior by either men or women toward either men or women. It also includes sex-based harassment directed at someone because of their gender.

Harassing conduct may include, but is not limited to the following:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts;
- Written or graphic material that shows hostility or denigrates persons which are placed on walls, bulletin boards or elsewhere on SWT's premises, or circulated in any form in the workplace, including by electronic means;
- Unwelcome sexual remarks or compliments, sexual jokes, innuendoes, propositions and sexually suggestive gestures, body language or facial expression; and
- Physical contact such as patting, pinching, touching or constant brushing against another's body.

If an employee believes he or she has been harassed or has observed another employee being harassed by a co-worker, supervisor, customer, vendor or other person subject to SWT's control, the employee should promptly report the facts and names of the individuals involved to the Chief Executive Officer, Human Resources, or a Commission member. All complaints of harassment will be taken seriously and investigated promptly.

SWT will disclose information related to a complaint of harassment only as permitted or required by law. SWT does not condone retaliation against any employee who, in good faith, reports possible harassment or assists with an investigation.

Individuals found to have violated SWT's prohibition on harassment and offensive behavior will be subject to corrective action as described in section 2.04.

## **RESPONSIBILITIES OF EMPLOYEES**

### **3.01 WORK HOURS AND ATTENDANCE**

The success and efficient operation of SWT depends, to a large extent, on every employee being at work and contributing every day. While there may be legitimate reasons for being absent or tardy, unnecessary and unplanned absences should be minimal and not disrupt operations. Employees are encouraged to schedule personal appointments outside of regularly scheduled work hours.

Employees shall report absences or tardiness to their supervisor before the start of the workday or portion of the workday to be missed, except in the case of an emergency that makes such prior reporting impossible. If an emergency situation exists, the employee shall notify his or her supervisor as soon as possible. Unless instructed otherwise, the employee shall notify his or her supervisor each day of consecutive absence, giving the reason for the absence and an indication of when the employee will return to work. If the employee is unable to reach his or her supervisor directly, the employee should go up the chain of command until he or she is able to speak to a Director or the Chief Executive Officer.

Non-exempt employees must record the time away from work on their timecards. Employees will not be paid for the time missed from work unless personal leave hours are used.

When returning to work after an absence due to illness or injury of three (3) or more consecutive workdays, the employee shall provide his or her supervisor with a written statement from a doctor indicating that the employee is fit for duty and specifying any potential physical limitations. SWT also reserves the right to request that the employee provide a doctor's statement or any other verification document at any time.

If an employee is absent for three (3) or more consecutive days without notifying SWT, SWT may consider the employee as having voluntarily resigned his or her position with SWT.

Tardiness is reporting to work after your scheduled start time or leaving work early. This includes lunch and break periods as well.

The standard work period for full-time employees is forty (40) hours per week. A flexible work week may be approved by the Department Manager to enhance service delivery. Employees are expected to be in attendance during all scheduled hours of work. Normal work schedules and hours for full time and part time employees will be established by the Employee's Supervisor. Work hours may vary depending on the department, position, and season.

### **3.02 LUNCH AND REST BREAKS**

A normal workday includes a lunch break of one half (1/2) hour per day of non-compensable time and two separate fifteen (15) minute compensable rest breaks. Lunch breaks in excess of one half hour can be arranged if approved in advance by the employee's supervisor. Lunch and rest breaks must be scheduled in such a manner to ensure continuity of customer service and so that a department is not left unattended during normal business hours. The length of the workday cannot be shortened by eliminating rest breaks or lunch periods unless an exception is made for an unusual circumstance and prior approval is obtained from the Department Director or Chief Executive Officer.

### **3.03 NURSING MOTHER BREAK TIME**

SWT will provide reasonable break time daily for an employee to express breast milk for her infant child. The break time will be unpaid except to the extent it runs concurrently with paid break time already provided to the employee. SWT will make reasonable efforts to provide a private room or other location, in close proximity to the work area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion and coworkers and that includes access to an electrical outlet. The break time must, if possible, run concurrently with any break time already provided to the employee.

### **3.04 OUTSIDE EMPLOYMENT**

Although it is not encouraged, SWT recognizes that personal circumstances or interests may result in an employee seeking additional employment outside of SWT. An employee considering outside employment, including self-employment, should discuss the outside employment with his or her Department Director and the Chief Executive Officer.

Any employment outside of SWT must not compromise SWT's interests or the confidentiality of information. Regular full-time SWT employees are not allowed to be members of the SWT Commission or the mayor or a city council member of any of SWT's member cities.

In addition, SWT will not accept outside employment as an excuse for poor performance, absenteeism, tardiness, the inability to work required hours for the position at SWT, or any other failure to meet the performance expectations and legitimate business demands. If the employee's work performance at SWT is not satisfactory, he or she will be subject corrective action as described in section 2.04.

### **3.05 TOBACCO-FREE ENVIRONMENT**

All SWT buildings and vehicles are designated as tobacco-free areas. Tobacco includes smoking, carrying a lighted cigarette, use of an e-cigarette, cigar or pipe and/or chewing tobacco. Tobacco may only be used outside of the buildings in designated areas and during an employee's fifteen (15) minute rest breaks or thirty (30) minute lunch break. Employees are responsible to keep the area outside the building free of cigarette butts and other debris.

### 3.06 VEHICLE USE

Agency vehicles are available to employees to attend meetings for official SWT business. Use of agency vehicles shall be controlled by the Chief Executive Officer and restricted to official SWT business and incidental uses which occur in the course of SWT business. No employee shall operate a SWT vehicle without a valid Minnesota driver's license appropriate for the vehicle operated. Employees operating a SWT vehicle shall comply with the Minnesota seat belt law and obey all traffic laws. When driving SWT vehicles, employees are expected to drive in a careful, courteous manner. Traffic violations must be reported immediately to the employee's supervisor and Human Resources. Any such violations incurred while driving on SWT business are the responsibility of the employee.

If an agency vehicle is not available for use, the employee will be reimbursed for use of their personal vehicle based on the reimbursement rate established by the IRS. Employees who travel on SWT business should request a copy of the SWT Meals and Travel Policy from the Human Resources.

### 3.07 PERSONAL USE OF SWT PROPERTY

Employees shall not use SWT equipment, vehicles, facilities, or materials for personal purposes except as expressly allowed by SWT. Any personal business should be conducted during allotted meal and rest breaks and should not interfere with the performance of work responsibilities.

**Pager, Telephone, and Mobile Phone Use:** Each person assigned a mobile phone or pager is responsible for the care and security of the equipment.

SWT telephones, mobile phones and pagers are to be used for official business. It is understood that some occasional personal use of SWT phones may be necessary during working hours. The number and length of personal calls are to be kept to an absolute minimum. Personal calls should be restricted to breaks and personal calls made at the employee's desk during their work shift should be made only when necessary and should not disrupt normal work functions. Personal mobile phones should be turned off during working hours, unless needed for SWT business use.

Personal long-distance calls on SWT telephone accounts are not allowed unless necessary to address a personal emergency and when approved in advance by the employee's supervisor. The employee shall reimburse SWT for any unapproved long-distance calls for which SWT receives a separate charge on its telephone bill. Other long-distance personal calls should be billed to an employee's personal calling card or made by calling collect so that the charges do not appear on SWT's account.

SWT mobile phones may be used for personal use as follows:

1. To inform a family member and/or significant other of a work situation (i.e., extended shifts) that will affect the employee's immediate plans or personal obligations; or
2. Personal or family emergencies.

The employee shall reimburse SWT for the cost of any personal calls made or received on a SWT mobile phone that exceed regularly billed costs for the mobile phone service. Reimbursement shall be at the rate established by the Human Resources plus any additional costs, such as roaming charges.

Employees that make or receive a call requiring reimbursement shall notify Human Resources in writing of the date, time, number of minutes and phone number, if applicable. Once SWT notifies the employee of the cost of the call, the employee shall pay SWT promptly.

**Mobile Phone Allowance:** Employees required to be available by phone when out of the office or during non-working hours may be paid a mobile phone allowance towards the use of their personal mobile phone with the approval of the Chief Executive Officer. The amount of the allowance shall be based on the estimated business use of the mobile phone; however, the allowance shall not exceed the monthly cost of SWT-provided phone service.

**Classification of Telephone Records:** Telephone records and bills are generally classified as “Public” pursuant to Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act, and therefore can be accessed by anyone, regardless of purpose, upon request to the Chief Executive Officer.

**Copy Machine:** Although SWT discourages the practice, employees may make personal photocopies on SWT copy machines if they promptly pay SWT the cost of the photocopies. Any personal photocopying shall be done after normal work hours so as to not interfere with SWT business. It is the employee’s responsibility to report personal use of copiers to Human Resources along with payment for the personal use of the machine.

**Fax Machine:** Employees may send and receive local faxes provided that the faxes do not interfere with SWT business and the content is consistent with SWT policies and appropriate for a business setting. Employees should make an effort to send and receive personal faxes outside of normal business hours. It is the employee’s responsibility to report personal use of fax machines to Human Resources along with payment for the personal use of the machine.

**Postage Machine:** Employees are not permitted to use the postage machine for personal business.

**SWT Letterhead:** Under no circumstances are employees permitted to use SWT letterhead for personal business or any purpose that is not SWT’s official business.

**SWT Property:** SWT provides certain employees with various SWT property and equipment needed to perform their jobs, including computers, software, pagers, mobile telephones, keys, credit cards, etc. Employees are responsible for using such property and equipment for their intended business purposes. If any such property is damaged, defective

or in need of repair, employees shall promptly report this to their supervisor. The improper, careless, negligent, destructive or unsafe use of SWT property may result in:

1. The employee's obligation to personally replace the property; or
2. Corrective action as described in section 2.04.

Upon termination of employment, an employee shall account for and surrender all SWT property and equipment he or she has been provided. Failure to do so may result in SWT taking legal action to obtain the return of its property.

### **3.08 KEYS AND SECURITY**

The security of SWT buildings, equipment, and files is of great importance and efforts must be made to protect the property from theft, vandalism and other risks.

Keys for SWT buildings and vehicles are issued only to employees with an absolute need. The keys are not to be shared with anyone outside the organization and are considered to be the responsibility of the employee to whom they are issued. Lost keys must be reported immediately to the employee's immediate supervisor or Department Director and Human Resources. All keys must be returned to the employee's immediate supervisor upon termination of employment.

Employees who are entrusted with safes or confidential files are required to ensure that these items are secure at the end of the day.

All employees must adhere to any and all security measures and/or guidelines of the facility they are working in.

SWT may provide desks, lockers, and other storage devices for the convenience of employees, but these devices remain the sole property of SWT. Any agent or representative of SWT may inspect these devices or any articles found within them at any time for any business reason, with or without prior notice.

SWT will not tolerate theft or the unauthorized possession of the property of other employees, SWT, visitors, and customers. SWT reserves the right to inspect persons entering and/or leaving any SWT facility, including their packages or other belongings. Employees who wish to avoid any such inspection should not bring such items onto SWT's premises.

If an employee works after hours, he or she should take any safety/security precautions available. Employees should see their supervisor for more information.

### **3.09 COMMUNICATIONS SYSTEMS**

**Applicability to Employees and Other Users:** This communication systems provision applies to all regular full-time and part-time employees, temporary employees, interns,

volunteers, and any other individuals in all departments who are provided access to SWT's email system as necessary for their business purpose with SWT.

SWT provides email, computer, internet, fax machines, telephone, and voicemail systems, and may provide other new technologies in the future. These electronic systems are SWT property and intended to enable employees to do their jobs efficiently and productively.

Employees may engage in occasional personal use of electronic communication systems, including social media use (i.e. Facebook, LinkedIn, instant messaging, etc.), provided it is done during non-working time, such as breaks and lunch periods, and in accordance with this communications systems provision. Employees shall use caution and discretion to ensure that personal correspondence does not appear to be an official communication from SWT.

SWT's electronic systems are not totally private and confidential despite being password-protected. SWT reserves the right to intercept, monitor, copy, review, access, and download any communications or files that are created or maintained on these systems for purposes of security, compliance with SWT policy, and for any other business reason as provided by law. Employees should have no expectation of privacy when using any of these systems.

SWT also reserves the right to monitor, search, review, and access any and all business-related communications made through an employee's personally owned technology devices, accounts, and resources, or through a third-party service provider, as needed for compliance with policies.

Employees shall seek approval from a supervisor before downloading or uploading outside information information from the internet to a SWT computer (other than by authorized personnel for legitimate business reasons). Downloading programs, software, graphics, or pictures of any kind is prohibited as these items may carry computer viruses or may violate SWT's license agreements.

SWT's electronic communication systems shall not be used to solicit others for non-business matters, including but not limited to commercial ventures, religious or political causes, or outside organizations.

In addition, these electronic systems shall not be used in ways that are disruptive, offensive, or harmful to others or in ways that conflict with any of SWT's rules, including those related to equal employment, harassment, confidentiality, and security. Violation of these rules may lead to corrective action. SWT-provided email accounts should not be used to send jokes, graphics, pictures, or other comments that may be discriminatory, harassing, offensive, or defamatory to others.

Inappropriate use of any SWT communication system may be grounds for corrective action as described in section 2.04.



**General Information on Passwords:** Use of a confidential password does not suggest that the system is for personal confidential communication, nor does it suggest that email is the property right of the employee. Use of the email system is for SWT business. Users should not share their password with anyone else.

**Retention of Email:** Generally, email messages are temporary communications that are non-vital and may be discarded routinely. However, depending on the content of the email message, it may be considered a more formal record and should be retained in accordance with the State of Minnesota records retention schedule. Examples of messages of this nature include: messages related to SWT policies and decision making, messages connected to specific projects, messages that are contract-related or otherwise an essential part of a larger record, and other memoranda documenting significant public business. As such, these email messages are similar to printed communication and should be written with the same care.

Employees should be aware that when they have deleted a message from their mailbox it might not have been deleted from the email system. The message may be residing in the recipient's mailbox or stored on SWT's back-up system.

**Employee Termination, Leave of Absence, Personal Leave, and Other Absences:** Employees who are terminated, on a leave of absence, or laid off have no right to the contents of their email messages and are not allowed access to the email system unless approved by the Chief Executive Officer. Department Directors and supervisors may access an employee's email if the employee is on a leave of absence, personal leave, or is transferred from one department to another department, and access is necessary for the conduct of SWT business.

### **3.10 SWT SPONSORED EMPLOYEE EVENTS**

SWT will coordinate an ongoing program to provide for employee-related activities and events designed to demonstrate appreciation, express recognition, acknowledge, motivate, and provide for social interaction. The program will be operated with allocated budgeted resources and will be designed to provide a positive working environment for employees.

Attendance by SWT employees at these company-sponsored events during non-scheduled hours is voluntary. Employees who attend SWT-sponsored employee events and are not working at the event will not be paid for this time.

Attendance by employees at SWT-sponsored employee events during scheduled work hours is expected unless absence from the event is approved by the employee's supervisor. Employees that attend SWT-sponsored employee events during scheduled work hours will be compensated consistent with their approved work schedule during the SWT-sponsored event.

Subject to budget authority, SWT may conduct up to three annual employee events, such as an employee picnic or barbecue or an employee recognition event, held in conjunction

with the SWT contractor for drivers. Voluntary potluck lunches may also be held on SWT premises with the approval of the Chief Executive Officer.

### **3.11 EMPLOYEE APPEARANCE**

SWT, through its employees, is committed to projecting a professional, positive image. Therefore, employees shall exercise good personal hygiene and present a clean, neat appearance to the public and co-workers. This will ensure the appearance of a professional work force and contribute toward a pleasant and customer-friendly environment.

All employees of SWT shall adhere to the appearance standards contained and established in this section unless a written internal department policy is adopted. Employees and their supervisors should exercise good judgment in the application of this section, with consideration of the organization's public image, the nature of the work performed, the degree and nature of customer contact, and safety standards. Employees who have been provided with work uniforms must wear them while on duty. Generally, in the administrative offices, business casual may be worn on most workdays. Jeans, t-shirts, sweat shirts and tennis shoes may be worn every Friday unless business dictates more professional attire. Consideration should be taken and will be given to employees in regards to special assignments, circumstances, or job function. The Department Manager may determine inappropriate attire for any workday. The Chief Executive Officer may also designate apparel standards for certain other workdays as appropriate.

SWT reserves the right to establish standards of dress and appearance consistent with the workplace. Jewelry should be worn in moderation and in good taste. Employees should consider scheduled appointments and meetings, the people involved, and how they will be dressed. This section applies to all regular workdays unless a specific exemption day is provided such as a spring cleanup day, etc.

**Off-Duty Use of Uniforms:** SWT-provided uniforms shall not be worn when off duty, except for travel to and from the workplace.

### **3.12 EMPLOYEE ACCESS TO PERSONNEL DATA**

Employee records are maintained in a location designated by the Chief Executive Officer. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the requirements of the Minnesota Government Data Practices Act.

## **BENEFITS**

### **4.01 MEDICAL AND GROUP INSURANCE**

The following is a list of insurance benefits available to regular full-time and regular part-time employees who work 32 or more hours per week. These benefits are effective on their date of hire. Employees should see Human Resources for more detailed information.

**Health Insurance:** SWT makes available basic health insurance coverage to regular full-time employees, regular part-time employees working 32 or more hours per week, and their dependents. SWT will contribute toward the cost of the basic health insurance premiums for both employee and dependent coverage, though the contribution level may vary. Additional costs for coverage must be paid by the employee through a payroll deduction.

**Dental Plan:** SWT makes available basic dental insurance to regular full-time employees, regular part-time employees working 32 hours or more per week, and their eligible dependents. SWT will contribute toward the cost of the premiums for both employee and dependent coverage, though the contribution level may vary. Additional costs must be paid by the employee through a payroll deduction.

**Life and AD&D Insurance:** SWT provides life and Accidental Death & Dismemberment (AD&D) insurance for regular full-time employees and regular part-time employees working 30 or more hours per week. The benefit amount is reduced when the employee reaches age 65.

**Short-Term Disability Income Continuation:** Regular full-time and regular part-time employees are eligible for coverage under SWT's short-term disability (STD) policy. The policy provides income protection in case of an extended absence due to illness or injury. A disability is defined as a physician certified non-work related injury or illness (including pregnancy) that precludes an employee from working.

Coverage is available for up to 90 days.

Eligible employees must be absent seven consecutive calendar days to be considered for short-term disability benefits. The STD benefit provides 100 percent of the employee's base rate of pay at the time the absence began.

**Long-Term Disability Income Continuation:** SWT provides long-term disability (LTD) coverage to regular full-time employees and regular part-time employees working 32 or more hours per week to ensure further income protection to individuals experiencing a disability which limits their ability to return to work. Plan benefits are coordinated with benefits payable from Social Security and PERA. The premium for long-term disability is paid by the employee through a direct payroll deduction. The employee pays any additional payroll taxes on the premium amount.

**Voluntary Insurance:** SWT may assist in arranging additional voluntary life or accident insurance for the employee, the employee’s spouse, and/or the employee’s child(ren), depending on the offering(s) of an insurance carrier. Participation is voluntary and the costs are borne by the employee through payroll deduction. The insurance company may impose restrictions for open enrollment and may require evidence of insurability.

No benefit offered by SWT establishes a contract or promise of employment, or of any particular terms, benefits or duration of employment, nor is intended to modify the at-will nature of anyone’s employment with SWT. Unless otherwise prohibited or required by law, SWT reserves the right to add to, amend, or change benefit providers and/or eligibility and coverage provisions or terminate any benefit at any time, in its sole discretion without notice.

## 4.02 PERSONAL LEAVE PLAN

SWT recognizes that traditional vacation and sick leave policies do not always meet employees’ needs and SWT provides personal leave in place of those programs to provide more flexibility to its employees and discretion in their use of paid time off.

Employees can use personal leave subject to approval from their Department Director or supervisor. See your supervisor or Human Resources for form(s) to request time off.

**Accrual of Personal Leave:** Employees begin to earn personal leave as of their first day of employment with SWT but are not eligible to use the leave during their first six (6) months of employment. The Chief Executive Officer may grant use of personal leave during an employee’s first six months of employment in the case of an emergency. The amount of personal leave earned by employees is based upon years of service and exempt or non-exempt status with SWT. Exceptions to the personal leave rate of accrual may be made by the Chief Executive Officer.

All regular full time employees accrue personal leave based on the schedule below:

**Annual Personal Leave Earned – years of service is based on initial hire date**

<b>Personal Leave Regular Full-Time Employees Non-Exempt</b>			
<b>Years of Service</b>	<b>Hours Earned/Pay Period</b>	<b>Equals Hours Earned/Year</b>	<b>Max. Carry Over</b>
<b>0 to 5 Years</b>	<b>4.93 hours</b>	<b>128 hours</b>	<b>256 hours</b>
<b>5 to 10 Years</b>	<b>6.46 hours</b>	<b>168 hours</b>	<b>336 hours</b>
<b>10 Years</b>	<b>6.77 hours</b>	<b>176 hours</b>	<b>352 hours</b>
<b>11 Years</b>	<b>7.08 hours</b>	<b>184 hours</b>	<b>368 hours</b>
<b>12 Years</b>	<b>7.38 hours</b>	<b>192 hours</b>	<b>384 hours</b>
<b>13 Years</b>	<b>7.69 hours</b>	<b>200 hours</b>	<b>400 hours</b>
<b>14+ Years</b>	<b>8.00 hours</b>	<b>208 hours</b>	<b>416 hours</b>

Personal Leave Regular Full-Time Employees Exempt			
Years of Service	Hours Earned/Pay Period	Equals Hours Earned/Year	Max. Carry Over
0 to 5 Years	6.46 hours	168 hours	336 hours
5 to 10 Years	8.00 hours	208 hours	416 hours
10 Years	8.31 hours	216 hours	432 hours
11 Years	8.62 hours	224 hours	448 hours
12 Years	8.93 hours	232 hours	464 hours
13 Years	9.23 hours	240 hours	480 hours
14+ Years	9.54 hours	248 hours	496 hours

**Regular Part-Time Employees:** A regular part-time employee who works 20 or more hours per week can be eligible for personal leave. The amount of personal leave earned will be determined and prorated by the actual number of hours worked. Personal leave hours are earned each payroll period with earned but not used hours carried over to the next calendar year.

**Use of Personal Leave:** Employees may only use personal leave once it is earned. For a planned leave of absence from work, employees must receive prior approval from their Department Director or supervisor. This will ensure that there are enough employees to perform all necessary job duties in the employee's department during their absence. For an unplanned leave of absence from work due to an illness or an emergency, employees shall notify their Department Director or supervisor, as soon as the need for unplanned leave is known, by following the call-in procedures under Section 3.01 of this Manual.

If a regularly scheduled holiday falls during an employees' use of personal leave, the holiday will not be considered part of the personal leave. (See Holidays)

**Personal Leave Accrual, Carry Over and Cash-Out:** Employees can be allowed to accumulate leave greater than twice their annual accrual rate during the year, but must use or reduce their leave balance to twice their annual accrual rate or less by the end of the year. Employees cannot carry over more than twice their annual accrual rate to the following year. Hours in excess of twice the employee's annual accrual rate at the end of the year are forfeited and will not be paid. In addition, the maximum of personal leave payout upon termination or resignation is twice an employee's annual accrual rate.

Employees may elect to cash out a maximum of 40 hours of their personal leave twice annually on June 1<sup>st</sup> and December 1<sup>st</sup> of each year. Employees must notify SWT that they wish to cash out the personal leave days on or before May 1<sup>st</sup> and November 1<sup>st</sup> of each year. Except as provided in this next paragraph, no employee may cash out more than 80 hours annually. Employees may not elect to cash out personal leave that would bring their PTO bank below 40 hours. The cash-out will be at the employee's current base rate of pay at the time of the cash-out.

In exceptional circumstances, the Chief Executive Officer may permit an employee to (1) carry over more than twice the employee's annual accrual rate to the first quarter of the following calendar year, and such excess hours shall be forfeited at the end of such quarter if not used or cashed-out in accordance with clause (2); and (2) cash out hours carried over under clause (1), subject to availability of budgeted funds. Any cash-out under clause (2) of this paragraph must occur no later than March 31 and shall not prohibit the employee from cashing out up to 80 additional hours under the preceding paragraph.

Employees may elect to take any cashed-out hours as ordinary compensation or as an employee-deferred contribution to the employee's health savings account (HSA) or voluntary employees beneficiary association (VEBA) plan account. The employee must notify SWT of how the employee elects to take the cash-out at the time that the employee notifies SWT of the employee's desire to cash out personal leave hours.

**Termination of Employment:** Earned personal leave time shall be paid to employees as taxable income at the time of termination of employment. An employee may not cash out more than the employee's maximum carry over amount of personal leave time. .

**Personal Leave Accrual While Receiving Short- and Long-Term Disability:** Employees receiving short-term disability benefits will continue to accrue personal leave for the first ninety (90) calendar days of receiving short-term disability benefits in a year.

Personal leave accruals will cease when an employee is receiving benefits for long-term disability.

**Personal Leave Donation:** In certain emergency situations, such as a major life-threatening illness, the Chief Executive Officer may approve transfer of personal leave from one employee to another and limit the number of total hours that can be transferred to any one employee. Donation of personal leave is strictly voluntary. The recipient must have exhausted his or her personal leave account and will not accrue personal leave while receiving donations. If approved by the Chief Executive Officer, employees may donate personal leave to other employees with the following conditions:

- A request must be made to Chief Executive Officer either by the employee or by the employee's supervisor with the employee's consent.
- The donor must have a minimum of 40 personal leave hours to ensure adequate coverage for his or her own emergency absence.
- Personal leave donations shall be limited to 24 hours per donor to any one employee per year.
- Personal leave must be donated in full hours only and will be exchanged on an hour-for-hour basis.

#### **4.03 REIMBURSEMENT ACCOUNTS**

SWT provides the opportunity for employees to make payroll deductions to various pre-tax accounts and to use this money to pay for dependent care costs or medical/dental/vision expenses not covered by insurance. Regular full-time and regular part-time employees

become eligible to participate in the plan on their date of hire and should see Human Resources for more detailed information.

#### **4.04 RETIREMENT BENEFITS**

**PERA:** Retirement benefits are provided to SWT employees through the Public Employees Retirement Association (PERA). Employees should see Human Resources for more detailed information.

**Deferred Compensation:** SWT makes available to its regular full-time employees a deferred compensation pension plan. The maximum amount is controlled by the IRS and may be adjusted on an annual basis. These voluntary programs offer the employee an additional financial planning tool to use in designing their retirement plan.

Employees should see Human Resources for more detailed information.

#### **4.05 HOLIDAYS**

SWT provides paid holidays in the observation of the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Four (4) Floating Holidays for Non-Exempt Employees  
Five (5) Floating Holidays for Exempt Employees

For additional information and procedures relating to paid holidays, employees should see Human Resources for a copy of the Time-Off Holidays Policy.

#### **4.06 EMPLOYEE ASSISTANCE PROGRAM**

SWT provides an Employee Assistance Program for confidential assessment and referral services designed to assist employees and their dependents in solving any personal problems they may have. Employees and dependents have access to counselors 24 hours a day. Problems including depression, family communication, financial concerns, chemical dependence, or legal issues are assessed and individuals are referred to appropriate services agencies for treatment and further counseling if necessary.

#### **4.07 LEAVES OF ABSENCE**

Unless otherwise noted, the following leaves of absence will be unpaid. Employees may use personal leave if available.

**Bereavement Leave:** SWT will provide bereavement leave for its eligible employees who desire to take time off due to the death of an immediate family member, household member,

or coworker. Employees who wish to take time off for this purpose must notify their supervisor immediately. All employees must request bereavement leave from their Department Director.

**Bereavement Leave Due to the Death of an Immediate Family Member or Household Member:** Up to three days of bereavement leave will be allowed due to the death of an immediate family member or household member to eligible regular full-time and regular part-time employees. The Chief Executive Officer may grant additional bereavement leave at his or her discretion.

SWT defines “immediate family” for the purposes of bereavement leave as the employee’s spouse, domestic partner, parent, step-parent, child, sibling, step-sibling, grandparents or grandchildren; the employee’s spouse’s parent, child, or sibling; or the employee’s child’s spouse. SWT defines “household member” as any person who shares a significant relationship with the employee, and who resides in the same household as the employee.

**Bereavement Leave Due to the Death of a Coworker:** Bereavement leave will be provided due to the death of a coworker at the discretion of the Chief Executive Officer to eligible regular full-time and regular part-time employees. Bereavement leave due to the death of a coworker will normally be granted unless there are unusual operational or staffing requirements.

Employees may, with their supervisor’s approval, attend the funeral of a coworker during regularly scheduled working hours without interruption of pay as long as the leave is less than the equivalent of a regularly scheduled shift.

Bereavement leave requests for any reasons not addressed by this section shall be treated the same as personal leave requests.

**Election Day Time Off:** Minnesota employers are required to provide employees who are eligible to vote with paid time off to vote on an election day. For purposes of this statute, Minnesota defines election as: (1) a regularly scheduled state primary or general election; (2) an election to fill a vacancy in the office of U.S. senator or U.S. representative; and (3) an election to fill a vacancy in the office of state senator or state representative. Employees are not required to request time off in advance, but employees should make every effort to not disrupt SWT operations and notify supervisors one day in advance of their voting time intentions.

**School Conference Leave:** Eligible employees may be granted a leave of absence to attend school, child care, or preschool conferences or activities for their child under the age of eighteen (18) or age twenty (20) if attending secondary school. Eligible employees are defined as those who work at SWT at least part time. Eligible employees may take leaves up to sixteen (16) hours during any 12-month period, provided the conferences cannot be scheduled outside the employee’s normal workday. Employees must provide reasonable notice of their request for leave and shall make a reasonable effort to schedule the leave so not to disrupt SWT operations.



**Military Leave:** Military leave provides employees with time off in compliance with applicable federal and state law. Military leave, whether paid or unpaid, must be approved by the Chief Executive Officer. Employees subject to these military obligations will be expected to notify their supervisor in writing as far in advance of the training period as possible. When they are again available for work, SWT will make every effort to return them to their former position, or a comparable position, in accordance with requirements of the law. Employees should contact Human Resources for more details.

**Jury Duty & Witness Leave:** SWT provides employees with leave for jury duty. Employees are eligible for jury duty leave for the time they serve on a jury. They are expected to provide their supervisor with a copy of the jury duty summons at least one week in advance. These employees will be paid the difference between their regular earnings and the amount received from the court for jury duty service up to a maximum of 40 hours per week. The jury duty benefit is paid for a maximum of two (2) weeks in any calendar year. Employees are expected to return to work any time they are released from jury duty during their regularly scheduled work hours.

Should an employee be subpoenaed to appear in court as a witness, he or she must use personal leave according to the guidelines in this manual.

**Unpaid Personal Leave:** SWT understands that employees may need time off for personal obligations and may provide employees unpaid time off in these situations.

Eligible employees must be regular full-time employees and have been employed at SWT for a minimum of one year. Prior to requesting unpaid personal leave, an employee must first exhaust all earned paid personal leave. All requests for unpaid personal leave should be submitted in writing as soon as possible and preferably at least 2 weeks prior to the start of such leave, unless a medical necessity does not permit an early request. The leave request should specify the start and end date of such leave. If the leave is for a medical reason, a physician's certification is required.

The length of time for unpaid personal leaves will be evaluated and approved by the Chief Executive Officer and/or Commission. Anticipated workload requirements and staffing considerations, etc. will be considered.

Subject to the terms, conditions and limitations of the applicable plans, health insurance benefits will be provided by SWT for unpaid personal leaves not exceeding 30 days. Should the leave need to extend beyond 30 days, employees will be responsible for the full costs of these benefits through COBRA if they wish to continue them. When the employee returns from an unpaid personal leave, benefits will again be provided by SWT according to the applicable plans.

When an unpaid personal leave ends, SWT will make every reasonable effort to return the employee to the same or a similar position for which the employee is qualified. However, such assignments cannot be guaranteed.

If an employee fails to report to work promptly after the approved leave has expired, SWT will assume the employee has resigned effective the date the leave commenced.

Employees should contact Human Resources for more details.

**Family and Medical Leave:** SWT complies with all applicable provisions of state and/or federal laws on family and medical leave. The policy in Appendix 1 of this manual outlines the rights and obligations of employees, the notification requirements, and SWT's obligations. All questions about our Family and Medical Leave Act Policy should be directed to Human Resources.

**Parental Leave:** Individuals employed at SWT for at least one year and who have worked an average of at least half time per week, may request an unpaid parental leave in conjunction with the birth or adoption of a child. This leave is available for a maximum of twelve (12) weeks. Any time taken for parental leave will be in conjunction with Family Medical Leave and may be reduced by any period of paid parental or disability leave already provided by SWT. During the twelve weeks of parental leave, the employee must use earned personal leave before taking unpaid leave.

Employees requesting such leave should give reasonable written notice to Human Resources and may continue all group insurance during the leave by paying the necessary premiums.

Employees requesting a parental leave will retain the accrued benefits they had prior to the leave. SWT will return the employee to the same position or a position of comparable duties, number of hours, and pay. If the leave is more than one (1) month, SWT requests at least two (2) weeks' notice prior to returning to work.

Employees should contact Human Resources to discuss any need they may have for a parental leave.

**Bone Marrow Donation Leave:** In accordance with state law, employees who work an average of twenty (20) hours or more per week may be granted a paid leave of absence to undergo procedures to donate bone marrow.

Qualified employees may determine the length of leave required to donate bone marrow; however leave shall not exceed a total of forty (40) hours of paid leave unless approved by the Chief Executive Officer. SWT may request verification by a physician as to the purpose and the length of each leave requested by an employee.

**Severe Weather Conditions:** In the event of severe weather the Chief Executive Officer shall determine the advisability of work stoppages and the closing of SouthWest Transit facilities and services. Department Directors will determine who should/can report to work when reduced service is operating. If a Severe Weather Emergency is declared by SWT in the morning, then reduced service will also run in the afternoon.

When all service is cancelled, managers will instruct employees to not report to work for that day and give them instructions for their next work shift if the reporting time varies from the posted schedule. Employees will be notified by phone, text, and/or email.

On days when severe weather results in the closing of SWT offices prior to the start of normal business hours, the time not worked by an employee will be unpaid unless the employee elects to use personal leave. With prior approval from his or her supervisor, the employee may make up the time during the same work week.

In the event that an employee cannot report to work or is late for reporting to work because of severe weather, the employee must notify his or her supervisor immediately and report to work when safety permits. The time not worked will be unpaid unless the employee elects to use accrued personal leave or requests to make up the time during the same work week.

## COMPENSATION

### 5.01 PAYROLL POLICIES AND PROCEDURES

**Time Sheets:** All employees must complete time reports on a bi-weekly basis. Time sheets will be provided to employees by SWT and upon completion they must be signed by the employee and their Department Director or supervisor. In the absence of the employee's supervisor, the time sheet may be signed by the Chief Executive Officer or Human Resources.

Non-exempt employees must accurately record the time they begin and end their work, in addition to any departure from work for any non-business reasons, either by punching a time clock or by completing a time sheet. Non-exempt employees should consult with their manager or supervisor for proper time reporting instructions. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in corrective action as described in section 2.04.

**Payroll Deductions:** SWT is required to deduct federal and state taxes, social security (FICA) and Medicare from employee paychecks. In some cases, child support is also deducted from an employee paycheck in accordance with state statutes. Contributions to the Minnesota Public Employees Retirement Association are deducted from the paychecks of eligible employees. Additional amounts for the employee's share of medical and/or dental insurance, additional life insurance, STD, LTD or contributions to deferred compensation plans are also made through payroll deduction.

## **5.02 OVERTIME PAY**

Non-exempt employees who work more than forty (40) hours per week will be compensated at one and one-half (1½) times their normal hourly rate of pay for all hours worked in excess of forty (40) hours. All overtime work must be approved in advance by a Department Director or Chief Executive Officer. Paid holidays will be included in the forty (40) hour work week for the purposes of calculating overtime.

Each Department Manager may maintain an approval process to aid in the effort to minimize overtime work. This may include prior written approval for overtime worked.

Exempt employees are not eligible for overtime. In the event an exempt employee's job responsibilities routinely require working outside of the department's normal work schedule, an alternate work schedule may be approved by the employee's supervisor on a temporary or permanent basis.

## **5.03 STANDBY/CALL BACK PAY**

Employees may be eligible for standby pay if they are required to be available to be called back to work hours outside their normal work shift. An employee on standby who is not called back to work will receive standby pay in an amount to be determined by the Chief Executive Officer. An employee on standby who is called back to work will be paid for a minimum of 2 hours at one and one-half (1½) times the regular rate of pay. Early shift reports or shift extensions do not qualify for call back pay.

## **5.04 HOLIDAY PAY**

Non-exempt employees required to work on a designated SWT holiday will be compensated at the rate of two (2) times their normal hourly rate for all hours worked on the holiday unless they are allowed to take off another day as the holiday, paid at their regular hourly rate.

Exempt employees who work on a designated holiday may schedule another day off with pay upon receiving approval from the Chief Executive Officer.

## **5.05 PAY DAYS**

For payroll purposes, the workweek starts at 12:01 AM on Sunday and ends at 12:00 midnight on Saturday. Employees are paid bi-weekly on every other Friday. Each paycheck covers the two (2) previous weeks ending on Saturday.

## **5.06 EMERGENCY PAY DURING A PANDEMIC**

Employees must exhaust all paid personal leave in the event of a slow down or shut down due to a pandemic. In the event the employee has exhausted all their leave, the employee will be allowed to go up to 15 days in arrears regarding personal leave. The employee will

be required to sign an agreement to reimburse SWT, should the employee terminate employment prior to earning/paying back the advanced personal leave. The 15 days will be paid back prior to receiving additional paid leave.

## **SAFETY AND HEALTH**

### **6.01 EMPLOYEE SAFETY**

SWT is committed to providing a safe and healthy work environment for all of its employees. To ensure that work environments are safe, supervisors shall be responsible for:

1. Establishing safety regulations within their departments.
2. Reviewing safety procedures with their employees.
3. Instructing employees in accident prevention.
4. Coordinating with SWT's insurance provider on safety inspections and programs.

It is the responsibility of employees to:

1. Understand and follow all rules and safety standards.
2. Make sure they are familiar with the safe and proper use of equipment.
3. Operate all tools and equipment in a safe and careful manner.
4. Report unsafe working conditions and work-related accidents to their supervisors immediately.

### **6.02 SAFETY EQUIPMENT**

- SWT will provide a reimbursement of up to one hundred dollars (\$100) each year for employees required to wear steel-toed shoes. General work boots can be purchased anytime between March-October.
- SWT will provide a reimbursement of up to one hundred dollars (\$100) each year for employees required to work in inclement weather, for winter boots. Winter boots can be purchased anytime between October-March.
- SWT will reimburse employees up to one hundred dollars (\$100) every two (2) years for prescription safety lenses for employees required to wear safety lenses.
- Once a year SWT will provide a reimbursement of up to thirty dollars (\$30) for facility maintenance employees who do not qualify for full uniforms to purchase shorts that fall under SWT dress code.

### **6.03 WORKER'S COMPENSATION**

Worker's compensation insurance may provide wage replacement and medical payment benefits to SWT employees who become ill or injured as a result of performing their required work duties.

If an employee is injured on the job, the employee shall report the injury to his or her immediate supervisor or Department Director as soon as possible and receive medical

attention as necessary. All injuries, no matter how insignificant, shall be reported to the employee's supervisor. The Department Manager must complete a first report of injury and notify SWT's certified Managed Care Plan provider and Human Resources.

If the worker's compensation leave is also a qualifying leave under the Family and Medical Leave Act, the provisions of the FMLA policy shall apply.

## **6.04 PROPERTY/EQUIPMENT DAMAGE REPORTING**

Any damage to SWT property, vehicles, or equipment must be reported to a Department Director or supervisor within twenty four (24) hours of occurrence. It is the Department Director's responsibility to document the damage and report it to Human Resources.

If an individual, other than a SWT employee, incurs property or physical damage caused by SWT property, vehicles, or equipment and wishes to submit a claim, the Department Director must report the damage to Human Resources along with any documents related to the claim. If the individual has any questions related to the claim, he or she should be directed to Human Resources. Under no circumstance should an employee answer questions related to a claim without authorization from the Chief Executive Officer or Human Resources.

## **6.05 VIOLENCE PREVENTION**

No SWT employee is expected to risk injury in the course of performing his or her job. In addition, violence or threats of violence by employees will not be tolerated.

### **Employee and Vehicle Operator Responsibilities:**

- Treat co-workers and the public with respect and courtesy.
- Politely inform passengers about required fares. It is not operators' responsibility to engage in conflicts over fares or property if such conflicts put the safety of operators and/or passengers at risk.
- Use professional judgment and avoid taking passengers' rudeness personally.
- Attend Violence Prevention Training when scheduled and follow all violence prevention procedures.
- Call Dispatch for assistance in dealing with a difficult passenger.
- Use common sense in assessing a situation. It is not operators' responsibility, nor do operators have the authority, training or equipment to police transit vehicles.
- Employees should file a police report if they are assaulted and submit the case number of that report to their supervisor. If the police do not make a report at the scene of the incident, it is the employee's responsibility to go in person to any police station in SWT's area of operation to file a report.
- Report all threats and/or actual incidents of violence to Dispatch and also file an Accident Report if the incident involves physical injury to people or property and an Incident Report regarding other incidents.

**Operation Policies to Assist Vehicle Operators in Reducing Violence:** Operators have the right to refuse service to passengers who seriously threaten the physical safety of passengers, the operator or pedestrians. If an operator makes such a decision, he or she must notify Dispatch.

If an operator becomes aware of violence in the area of his/her route, he or she may re-route the bus on an emergency basis, if necessary, to prevent serious injury. The operator must notify Dispatch of this action as soon as it is safe to do so.

In vehicles equipped with radios, operators must test radios during the pre-trip inspection before leaving the garage and immediately report non-functioning radios to their supervisor. Dispatch is responsible to notify operators if there are reports of violent activity in the vicinity of their routes.

**Employee or Vehicle Operator Initiated Violence:** Violence by employees or vehicle operators will not be tolerated. If an employee initiates a violent incident, SWT, First Transit Service, and/or local law enforcement shall determine the appropriate response.

**Self Defense:** Employees or vehicle operators are only permitted to use force if they are being physically attacked or coming to the aid of someone who is, and then must only use enough force to stop the attack. Employees and vehicle operators are prohibited from carrying weapons of any kind while on SWT premises or vehicles.

**Record Keeping:** In order to evaluate the effectiveness of this section, it is important that SWT keep accurate records of all threats and violent incidents. All incidents of violence must be reported to the employee's supervisor, the Chief Executive Officer, and Human Resources.

## **TRAINING AND DEVELOPMENT**

### **7.01 CONVENTIONS, CONFERENCES, SEMINARS AND TRAINING WORKSHOPS**

SWT employees may attend conventions, seminars, workshops, and state or national conferences after approval by the Chief Executive Officer, or the Commission Chair in the case of the Chief Executive Officer. Approval will only be given if the gathering is directly related to the employee's job responsibilities. SWT will pay the expenses related to the training of employees, if provided for in the annual budget. When these training functions occur during normal working hours, employees will be given time off with pay to attend.

### **7.02 TUITION REIMBURSEMENT**

SWT will reimburse out of pocket employee expenses for tuition for job-related educational courses or certification programs the employee chooses to attend, to a maximum of \$4,000 per year. All courses must be pre-approved by the Chief Executive Officer, be specifically related to the employee's position, and be attended at an accredited institution of higher education. To be eligible for reimbursement, the employee must complete the course with at least a grade of "C" or its equivalent, or obtain a certification (e.g., Microsoft certification or ASE certification). Employees are eligible for 50% of the reimbursement costs up front, with pre-approval by the Chief Executive Officer.

To receive reimbursement, employees must provide to their Department Director:

- Their detailed course syllabus;
- An official document issued by the accredited institution of higher education establishing satisfactory completion of the course in accordance with this policy; and
- An original receipt for tuition, excluding costs covered by grants, scholarships, or other funding sources.

Employees will be required to reimburse SWT for any tuition reimbursement if they voluntarily leave SWT employment within two (2) years of receiving tuition reimbursement.

The foregoing policy does not apply to employees employed by SWT under a Vehicle Maintenance Apprentice Program.

**Vehicle Maintenance Apprentice Program:**

For employees employed by SWT under a Vehicle Maintenance Apprentice Program, SWT will reimburse fifty percent (50%) of out of pocket employee expenses for tuition and fees for job-related courses or certification programs offered by an accredited institution of higher education. To be eligible for reimbursement, the employee must complete the course with at least a grade of "C" or its equivalent, or obtain a certification (e.g., Microsoft certification or ASE certification).

To receive reimbursement, employees must provide to their Department Director:

- Their detailed course syllabus;
- An official document issued by the accredited institution of higher education establishing satisfactory completion of the course in accordance with this policy; and
- An original receipt for tuition, excluding costs covered by grants, scholarships, or other funding sources.

Employees will be required to reimburse SWT for any tuition reimbursement if they voluntarily leave SWT employment within two (2) years of receiving tuition reimbursement.



### **7.03 LICENSING**

Certain SWT positions require that an employee be licensed or certified to legally perform the duties of the position. When licenses or certificates are required for a position, SWT will reimburse the employee for the actual cost of obtaining and maintaining the license or certificate. The employee shall present the original receipt and license or certificate to their Department Director in order to obtain reimbursement.

### **7.04 Travel Pay**

Travel, meals, and conference expenses incurred by SWT employees and Commission members while traveling as representatives of SWT will be paid by SWT, in accordance with SWT's Meals and Travel Policy. Employees should see Human Resources for a copy of the Meals and Travel Policy for more detailed information.

## **LEAVING SWT EMPLOYMENT**

### **8.01 RESIGNATIONS**

When possible, an employee who voluntarily resigns from employment with SWT shall give two (2) weeks' written notice to his or her Department Director. The notice should include an indication that the resignation is voluntary, the reason for leaving, the last day of actual work, and the employee's signature.

Unauthorized or unapproved absences from work by an employee for a period of three (3) consecutive work days will be considered a resignation without proper notice.

### **8.02 PAYMENT OF PERSONAL LEAVE**

Accrued personal leave time shall be paid out as described in section 4.2. PERA deductions will not be taken from the accrued personal leave payout. Insurance premiums may be deducted to fulfill the employee's contribution for the month of termination. Premiums for subsequent months will be paid by the employee under COBRA, as described in section 8.07.

### **8.03 DISCHARGE**

SWT employees are employed at will. SWT may dismiss any employee at any time with or without notice, for any reason not prohibited by law. The reasons for termination may include, but are not limited to, misconduct, inefficiency, incompetence, violation of work rules, lack of job performance, or other reasons determined by SWT. Employees who are involuntarily terminated will be paid through their termination date and will receive the value of any accrued personal leave as provided in section 8.02.

## **8.04 TERMINATION PROCEDURES**

A terminating employee is an employee who is leaving SWT employment as a result of a discharge, resignation, retirement, layoff, or death. To assist employees in making a smooth transition when leaving SWT, the Department Director shall notify Human Resources as soon as he or she learns that the employee is leaving and shall provide Human Resources with the original letter of resignation (for a voluntary resignation) or a copy of the termination notice to the employee (for a discharge or layoff).

The termination date shall be considered the last day that the employee works a regularly scheduled workday.

## **8.05 DEATH OF AN EMPLOYEE**

If an individual dies while employed by SWT, the extension of medical benefits for the employee's survivors will be offered on the following basis:

**0-10 Years of Employment:** Extended coverage will be offered at the option of the survivors and at their expense under COBRA.

**10-15 Years of Employment:** Extended coverage will be offered with the first three (3) months premium to be paid by SWT. Additional coverage is optional to the survivors at their expense under COBRA.

**15 Years of Employment:** Extended coverage will be offered with the first six (6) months premium to be paid by SWT. Additional coverage is optional to the survivors at their expense under COBRA.

## **8.06 REFERENCE CHECKS/RECOMMENDATIONS**

All information requests on current and former employees are to be directed to Human Resources or Chief Executive Officer. Under no circumstances should other staff members respond to inquiries regarding current or former employees.

If an employee would like to authorize someone to have access to private data about them, they must send SWT written authorization, witnessed by a third party and signed by a parent, guardian, or authorized representative if applicable. The request should detail the name of the person or agency authorized to review the material and the specific information that the former employee authorizes SWT to release.

## **8.07 INSURANCE CONTINUATION AND COBRA**

Certain state and federal laws permit former eligible SWT employees and their qualified beneficiaries to continue coverage under SWT's group health, dental, and life insurance plans if they have a qualifying event, such as leaving SWT employment or a reduction in work hours below benefit-earning levels.

COBRA stands for Consolidated Omnibus Budget Reconciliation Act of 1985. This federal law and state law allows employees and their qualified beneficiaries to continue SWT's group health plan coverage for up to 18, 29, or 36 months after termination, depending upon the qualifying event.

If an employee is retiring and is eligible for a retirement annuity or is receiving disability benefits from a Minnesota public retirement plan (such as PERA), the employee may remain on SWT's group health plan until becoming eligible for Medicare or another employer-sponsored health plan, at the employee's own expense. This provision only covers retirees if they are covered continuously under SWT's group health plan after January 1, 1992. This "indefinite" continuation is made available under Minnesota Statutes § 471.61, also known as "Chapter 488."

Retiring employees who wish to continue purchasing insurance coverage through SWT will be notified of their COBRA and Chapter 488 rights at the time of employment and also at the time of the qualifying event and may elect coverage under one plan or both plans within sixty (60) days of the qualifying event. Employees and qualified beneficiaries shall be notified of their rights under COBRA and Chapter 488 and shall, at their own discretion, determine which coverage best meets their needs.

## **OTHER**

### **9.01 AMERICANS WITH DISABILITIES**

SWT is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is the employee's responsibility to notify his or her supervisor of the need for an accommodation. Upon doing so, the employee may be asked for his or her input, the type of accommodation he or she believes may be necessary, or the functional limitations caused by the disability. SWT may request the employee's written permission to obtain additional information from the employee's physician or other medical or rehabilitation professional. Any information obtained by SWT is kept in a confidential employee file.

### **9.02 BULLETIN BOARDS**

SWT has established official bulletin boards as one means of communicating information to employees. It is the responsibility of all employees to regularly check the bulletin board for current information.

Non-SWT information or materials may not be posted personally by employees, but rather must be submitted to Human Resources or Operations and Maintenance Director for approval to post.

Employees should check with their supervisors for the bulletin board locations.

### **9.03 CONFIDENTIALITY**

Current and former employees may not copy or distribute any confidential information which comes into their possession as a result of employment with SWT, other than for an approved use.

Employees may not disclose to others, for anyone's use or benefit, confidential information that comes into their possession as a result of their employment with SWT, including, but not limited to, plans, customer lists, or employee lists, unless such disclosure is authorized by the Chief Executive Officer or determined by the Chief Executive Officer to be necessary in the ordinary course of performing their duties as an employee of SWT. Disclosure of confidential information includes, but is not limited to, in-person communication, telephone communication, written communication, email, the internet, and any social media, such as blogging, Facebook, Twitter, Instagram, and instant messaging.

If in doubt as to whether any disclosure of any confidential information is authorized or in the ordinary course of performing their duties as employees of SWT, employees must ask the Chief Executive Officer prior to such disclosure.

Upon termination of employment, employees will be required to return all materials and information, and any copies of such materials, to their supervisor.

### **9.04 EMPLOYEE RELATIONS & COMMUNICATION**

SWT is committed to providing a positive work environment for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork: individuals working together to attain a common goal.

Should an issue arise, it is the employee's obligation to bring it forward by contacting his or her immediate supervisor or Human Resources and explaining the facts.

### **9.05 PERSONAL CONDUCT**

The efficiency and productivity of SWT requires that every employee maintain discipline and proper standards of conduct at all times. This is necessary to protect the health and safety of everyone in the workplace, to meet our customers' needs, to protect SWT's property, and to maintain a climate of cooperation among employees.

Employees are expected to conduct themselves in a professional, ethical, and productive manner while at work and while representing SWT when out of the office. Employees are further expected to maintain an awareness of the rights of others, a respect for the people they work with and for, and a commitment to SWT's values, mission statement, goals and policies.

It is impossible to anticipate every situation that might occur. SWT reserves the right to respond to any employee conduct or behavior which, in its judgment, compromises the safety or well-being of any individual in the workplace, diminishes good order, discipline and morale, or detracts from SWT's overall business goals. If SWT's expectations about conduct are unclear, employees should talk to their supervisor or Human Resources.

## **9.06 TITLE VI**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. § 2000d)

SWT is committed to ensuring that no person is excluded from participation in, or denied the benefits of transit services on the basis of race, color, or national origin, as protected by Title VI and explained in Federal Transit Administration (FTA) Circular 4702.1.B

## **APPENDIX 1**

### **FAMILY MEDICAL LEAVE ACT POLICY**

#### **Statement of Policy**

It is the policy of SouthWest Transit to comply with the requirements of the Federal Family and Medical Leave Acts (FMLA). Generally, an eligible employee will be granted up to 12 weeks of FMLA leave during a 12-month period on a rolling 12-month period looking backward from the date an employee uses any FMLA leave. The leave may be unpaid or a combination of paid and unpaid, depending on the reason for the leave and the benefits to which the employee may be eligible. This policy will be administered in compliance with the National Defense Authorization Acts of 2008 and Fiscal Year 2010 as they amend the Family and Medical Leave Act of 1993, and the regulations implementing the Family and Medical Leave Act of 1993 effective March 8, 2013.

#### **Eligibility**

To be eligible for leave under this policy, an employee must have been employed by the company for at least 12 months. In addition, in the 12 months immediately preceding the commencement of the leave, the employee must have worked at least 1,250 hours to qualify under federal law.

#### **Amount of Leave Available**

As stated above, an eligible employee is generally eligible for up to a total of 12 weeks of protected leave within a 12-month period on a rolling 12-month period looking backward from the date an

employee uses any FMLA leave for any combination of reasons.

## **Types of Leave Covered**

### **A. Birth or Placement for Adoption or Foster Care**

Family leave will be available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Such leave must generally be completed within 12 months of the birth or placement of the child.

### **B. Serious Health Condition of Employee**

An eligible employee who experiences a “serious health condition,” as defined by federal law, may take medical leave under this policy. A serious health condition will generally occur when the employee:

- Receives inpatient care in a hospital, hospice or nursing home;
- Suffers a period of incapacity of more than three consecutive full calendar days accompanied by continuing outpatient treatment/care by a health-care provider;
- Is pregnant, including severe morning sickness;
- Has a history of a chronic condition which may cause episodes of incapacity; or
- Has a permanent or long-term condition which requires continuing treatment by a health care provider.

Medical leave may be taken all at once or, when medically necessary, in smaller increments. The need for leave must be documented by the employee’s treating health-care provider through the medical certification process.

An employee may be paid for all or part of a medical leave to the extent s/he is eligible for benefits, such as personal leave or short-term disability.

A fitness-for-duty statement will be required in order for an employee to return from a medical leave. Failure to provide the statement will result in a delay in the return to work.

### **C. Serious Health Condition of Immediate Family Member**

An eligible employee may take family leave under this policy in order to care for a son, daughter, spouse or parent with a serious health condition (see above section for general definition). This leave may be taken all at once or, when medically necessary, in smaller increments. It will be necessary for the family member’s treating health-care provider to document the need for leave through the medical certification process.

### **D. Qualifying Exigency for Military Family Leave**

An eligible employee may take family leave under this policy while the employee’s spouse, son, daughter, or parent (the “military member”) is on covered active duty or call to active duty status for any qualifying exigency under federal law. This leave may be taken all at once or, in smaller increments. It will be necessary to submit a complete and sufficient certification for FMLA leave due to a qualifying exigency. Qualifying exigency leave may be taken by family members of regular armed service members, as well as family members of Reserve and National Guard members, provided the service member is deployed to a foreign country.

### **E. Military Caregiver Leave**

An eligible employee may take up to an additional 14 weeks (not to exceed 26 weeks total) of family leave in a single 12-month period under this policy to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by active duty) for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. A covered service member may also be a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

This entitlement will be applied on a per-covered-service member, per-injury basis. The covered service member must be the eligible employee's spouse, son, daughter, or parent, or next of kin. It will be necessary for the covered service member's treating health-care provider, as defined by law, to document the need for leave through the medical certification process.

### **Notifying the Company of the Need for Family or Medical Leave**

Generally, an application for leave must be completed for all leave taken under this policy. When the need for leave is foreseeable, the employee should provide notice at least 30 days in advance. When this is not possible, notice should be provided as soon as the employee learns of the need for leave. In cases of emergency, verbal notice should be given as soon as possible (by the employee's representative if the employee is incapacitated), and the application form should be completed as soon as practicable. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of the leave. Leave application forms are provided by the Human Resource Department.

Calling in "sick" does not qualify as FMLA leave. An employee must provide sufficient information regarding the reason for an absence for the company to know that protection may exist under this policy. Failure to provide this information as requested will result in the employee's forfeiting all rights under the policy. This means the absence may then be counted against the employee for purposes of discipline for attendance, etc.

### **Medical Certification of a Serious Health Condition**

Generally, the company will require medical certification to verify that an employee or family member's illness meets the definition of serious health condition and to determine the nature and duration of the leave. In the case of a family illness, the provider must also verify that the employee is needed to care for the family member.

Periodic recertification to verify that a condition is ongoing may be required as provided by the law.

The appropriate form should be obtained from the Human Resource Department and should generally be returned within 15 days. Failure to provide this certification may result in delay or denial of the leave.

### **Additional Certifications**

If the company has reason to question the validity of a medical certification, an employee may be required to provide a second certification from a health-care provider selected and paid for by the company. If the second opinion differs from the first, a third opinion may be required. The health-care provider for the third opinion must be mutually chosen by the employee and the company and paid by the company. The third opinion, by law, is binding on all parties.

### **Use of Paid and Unpaid Leave**

FMLA mandates that an employer provide unpaid leave to eligible employees. However, an employee or employer may elect to substitute a paid benefit for which the employee is eligible in order for the employee to receive pay during the leave. SWT requires that benefits, such as personal leave, be used before the employee may take unpaid time. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the organization's paid leave policy.

In cases where substitution of a paid benefit is not possible, the employee will receive reduced compensation consistent with the number of hours the person actually works.

### **Intermittent or Reduced Schedule Leave**

Intermittent and/or reduced schedule leave will be permitted when it is medically necessary and, in some cases, for birth or placement for adoption. In all cases, the total amount of leave taken in the backward looking rolling 12-month period should not exceed the 12 weeks defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

The company may, in some cases, transfer an employee to an alternative position, with equivalent pay and benefits, in order to better accommodate the need for intermittent or reduced schedule leave.

### **Benefit Continuation During Leave**

Coverage under group health insurance will continue while on leave, but employees must continue to pay their portion of the premium. Other employment benefits, such as group life insurance, AD&D, etc., will also be continued during the leave, as long as the employee continues to pay any required contribution. Payment arrangements will be discussed with individuals upon their request for leave.

### **Rights Upon Return From Leave**

An employee who takes leave under this policy will be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the situation will be reviewed on a case-by-case basis to determine what rights and protections might exist under other company policies.

The law provides that an employee has no greater rights upon a return from leave than the individual would have had if s/he had continued to work. Therefore, an employee may be affected



by a layoff or other job change if the action would have occurred had the employee remained actively at work. In such cases, the official date of the layoff will mean the end of FMLA leave for the employee. If the employee is recalled, if FMLA leave is still required, it may then continue.

### **Worker's Compensation Absences**

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using Federal FMLA leave concurrently with the worker's compensation absence.

### **Early Return from Leave**

An employee who wishes to return to work earlier than originally anticipated should provide at least two days' notice of such request. A fitness-for-duty certification may be required.

**EMPLOYEE ACKNOWLEDGEMENT**

I hereby acknowledge that I have received a copy of the SouthWest Transit (the “SWT”) Employee Manual. I understand that the contents of this Manual are for general information and guidance and it does not constitute a contract. I understand that this Manual replaces and supersedes any previous policies, manuals, or communications, whether written or oral. I further understand that all contents in this Employee Manual are subject to change in accordance with applicable laws but employees will be advised of any changes.

I have entered into my employment relationship voluntarily and acknowledge that there is no specified length of employment. Employment with SWT is “at will.” As such, employees have the right to terminate their employment relationship with SWT at any time, with or without notice, for any reason. SWT has the same right to terminate the employment relationship at any time, with or without notice, for any reason not prohibited by law. SWT retains sole discretion to add, delete, or change anything contained in this Manual except employment-at-will.

I understand and agree that no employee or representative of SWT has the authority, at present or in the future, to promise me any benefit or make any agreement with me, oral or written, which in any way conflicts with this Employee Manual or any of these statements, and that no person other than the Chief Executive Officer has the authority to change any policy, benefit, rule or procedure as stated in this Manual.

I understand it is my responsibility to read and understand the contents of this Employee Manual including the topics of harassment, attendance, drugs and alcohol, safety, and Title VI.

Employee Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Note: Employees are required to acknowledge receipt of the Employee Manual by signing this acknowledgement.**

**- This copy is to be removed and placed in the employee’s personnel file -**



# SOUTHWEST TRANSIT

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## MEMORANDUM

**TO:** SouthWest Transit Commission

**FROM:** Jason Kirsch – IT Manager

**DATE:** May 19, 2021

**SUBJECT:** ECS, SWV and CTS Exacqvision Camera Server Replacement

**REQUESTED ACTION:**

That the SouthWest Transit Commission authorize its Chief Executive Officer to execute an agreement with General Security Services Corp. for an amount not to exceed \$29,487.44 for replacement of ECS, SWV and CTS Exacqvision Camera Servers.

**BUDGET IMPACT:** This project is budgeted and will use dollars from the SouthWest Transit Capital Cost of Operating.

**BACKGROUND:**

SWT has camera recording systems installed at all of its owned facilities. The video servers that record the camera footage at East Creek Station, SouthWest Village and Chanhassen Transit Station have reached end of life and require replacement.

A design for this project was prepared by SWT Staff. The scope was sent to local vendors and we received the following quotes for this project:

<b>Vendor</b>	<b>Cost</b>
Ban-Koe Systems Group Inc.	\$34,037.64
General Security Services Corp. (GSSC)	\$29,487.44

SWT has worked with both vendors in the past. GSSC's proposal not only came in at a lower cost, it also provided more storage space, allowing additional camera footage retention.

**RECOMMENDATION:**

That the SouthWest Transit Commission authorize its Chief Executive Officer to execute an agreement with General Security Services Corp. for an amount not to exceed \$29,487.44 for replacement of ECS, SWV and CTS Exacqvision Camera Servers.

**New Business**



## SOUTHWEST TRANSIT

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**To:** SouthWest Transit Commission  
**From:** Len Simich, CEO  
**Date:** May 19, 2021  
**Subject:** Legislative Update

**REQUESTED ACTION:**

None

**BUDGET IMPACT:**

NA

**BACKGROUND:**

Monday, May 17 was the constitutional end date for the 2021 legislative session. Prior to the session end the Governor, Speaker and Majority Leader announced a global agreement on budget targets.

There are still details and policy provisions to be negotiated before a Special Session will be called. Leaders have set a deadline of Friday, May 28th for final spreadsheets and language agreed to by June 4th.

Senator Osmek and Representative Masin's bill requiring the Metropolitan Council to provide the suburban transit providers a share of the federal COVID Recovery Funds via the federal 5307 formula (CARES, CRRSAA, and the American Rescue Plan Act) is still very much in play.

While the target has been set for June 4<sup>th</sup>, the full Legislature may not reconvene until June 14<sup>th</sup>, the deadline for extending the Governor's emergency response powers.

Our Lobbyist Joe Bagnoli will be present at our meeting on the 27<sup>th</sup> to provide the latest update.

**RECOMMENDATION:**

None at this time.

April 30, 2021

Chair Hornstein, Chair Newman and members of the HF 1684 Conference Committee,

In advance of the conference committee convening, I would like to share the Metropolitan Council's perspective on a number of provisions in the House and Senate bills.

Regarding the financial approach taken by the Senate, the Council strongly opposes the near elimination of our general fund appropriations for transit through SFY 24. By making these reductions the Senate bill unnecessarily weakens the financial position of the regional transit system by moving our significant structural deficit forward. Further, the Senate bill changes the distribution of MnPASS revenue to make transit improvements the last priority as well as transfers county responsibility for Orange Line operations onto Metro Transit. Both of these actions only add further financial stress to our system. Alternatively, the Senate shields the Opt Out providers from any financial reduction when they have already received substantial federal funds and MVST revenue at a time when regional commuter express service is down drastically because of the pandemic. In fact, this bill goes even further by directing additional federal funds to them without any consideration of demonstrated need. We do not support the financial approach the Senate is proposing in this bill.

As a mandated program at both the state and federal levels, providing stable funding is imperative for Metro Mobility. Both of your bills contain language to forecast the general fund appropriation for this service. I look forward to discussing this approach and other potential ways to relieve the pressure it places on the rest of the regional transit system.

Regarding the potential termination of the Northstar Commuter Rail Line, with the support of federal funds to help address the impacts Covid-19 has had on the service, and the uncertainty of ridership recovery timing, now is not the time to make any long-term decisions regarding its future. As you are aware, we have made significant adjustments to the service since the pandemic began to reflect the decrease in ridership but we need to allow time for recovery before permanent service changes are made.

I am hoping we will all be able to come together to pass our proposal to reduce the penalty for fare evasion and allow non-sworn personnel to issue an administrative citation for fare evasion. This authority is critical to Metro Transit's broader transit security initiatives to increase official presence on our system. I am encouraged that the House has included these provisions in their bill and the Senate has passed a similar, stand-alone, bill in committee. We are all in agreement that our current approach isn't working so let's work together on implementing these new initiatives.

I also encourage the conference committee to adopt our request to authorize the Council to issue regional transit capital (RTC) bonds, which is included in the House bill. This authority has been sought and enacted since 1989, and the bonds are primarily used to replace fleet for Metro Transit, Metro Mobility and the Opt Out Transit Service Providers. Without this authority will not be able to provide the local matching funds for federal fleet replacement dollars.

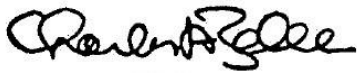
On the issue of guideway operating and capital maintenance, the Council and counties are having conversations regarding the short and long-term financial pressures these unresolved issues have on the broader regional transit system. We believe continuing

these conversations is the best path to going forward and do not support these provisions in the Senate bill.

We are supportive of the House provision to create a zero emission transit vehicles transition plan with goal of deploying 100% zero-emission vehicles by 2040. We are also open to coordinating with MPCA to identify areas of poor air quality. However, the House language requiring Metro Transit bus deployment solely based on air quality cannot be operationally accomplished.

I appreciate your thoughtful consideration of these comments and I look forward to working with all of you over the next few weeks to negotiate a budget agreement. Please reach out to me or Judd Schetnan with any questions or comments. We are available to meet at your convenience.

Regards,

A handwritten signature in black ink, appearing to read "Charles Zelle". The signature is fluid and cursive, with the first name "Charles" being more prominent than the last name "Zelle".

Charles Zelle

Chair, Metropolitan Council



May 11, 2021

Dear Chair Hornstein, Chair Newman and members of the HF 1684 Conference Committee:

As you deliberate on HF 1684, the Suburban Transit Association would like to provide feedback on the House and Senate bills in light of comments offered by the Metropolitan Council. The federal COVID relief provided emergency funding for public transit and was passed to allow all transit agencies to safeguard staffing levels and provide service for front-line workers during this historic pandemic.

The Metropolitan Council received more than \$725 million in federal COVID funding for transit in the Twin Cities. Congress passed the first, second, and third COVID stimulus bills for all transit agencies to maintain services and the highly skilled workforce needed for the recovery. The Suburban Transit Providers received delayed and uncertain funding allocations from the Met Council. Due to these delays and uncertainty, unlike our metropolitan and many statewide counterparts, the Suburban Transit Providers were forced to reduce services and furlough workers. We were agile and responsive during the pandemic, but the challenges associated with the Met Council providing Suburban Transit Providers 5% of federal funding caused significant hardships.

As we continue to stress, Suburban Transit Association representatives advocated in Washington, DC, on behalf of all Minnesota transit systems, for any federal COVID relief funding to be allocated equitably to our state. There was a significant push on the federal level that any future rounds of funding would disproportionately go to the larger legacy transit systems around the country like MTA in New York City and MBTA in Boston after the first round of Federal CARES. We were pleased that the funding equations were not changed on the federal level, and Minnesota received its fair share. We never imagined that on the local level, the Met Council would attempt to change our funding allocations after COVID relief bills had been passed. We believe in One Minnesota, and we are part of the Region; we fought, so the federal government did not change the allocation, so our MPO shouldn't change it either.

Federal CARES funding was allocated nationwide based on ridership and revenue losses experienced due to the pandemic. The federal government realized that funding was needed to backfill the revenue loss from reduced ridership for the next couple of years while ridership returns to pre-pandemic levels. The third federal relief package – the American Rescue Plan Act (ARPA) – has allocated \$313M to the Region. Like the First and Second COVID relief bills, the four Suburban Transit Providers should receive 5% of the Regional Allocation, which is \$16.7M. The ARPA Funding allocation is essential for Suburban Transit Providers to adapt to our changing markets and maintain operations just like the Met Council. As a region, we cannot plan to open 11 new transit lines (despite facing a multimillion-dollar deficit that anchors in our core Metropolitan cities), and at the same time not provide federal COVID relief funding meant to support Suburban Transit Providers and all transit modes vital to the regional recovery.



Suburban Transit Providers need this legislation and funding security for increased safety precautions, to maintain our work force and to pivot to new services that will support employees and employers in suburban and urban areas in the metro area.

Thank you for your consideration.



Kevin Burkart

Chair, Suburban Transit Association

Prior Lake City Council

952-457-8066

kburkart@priorlakemn.gov



Mike Huang

Vice Chair, Suburban Transit Association

Chaska City Council

952-393-3723

mhuang@chaskamn.com



## SOUTHWEST TRANSIT

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**To:** SouthWest Transit Commission

**From:** Len Simich, CEO  
Matt Fyten, COO

**Date:** May 19, 2021

**Subject:** Intercity Bus Proposal

### **REQUESTED ACTION:**

Staff is pursuing the possibility of submitting a proposal to MN/DOT to operate Intercity Bus service from:

Hutchinson to Glencoe, to Norwood, to Waconia to Chaska/Chanhassen (Hwy 5, 7 and 212 corridor).

And possibly partner with MVTA to provide service from:

Mankato to St. Peter, to Le Sueur, to Henderson, to Bell Plain, to Jordan, to Chaska/Shakopee (Hwy 169 corridor).

Another possible route that has promise is the Hwy 12 corridor from Willmar (Litchfield, Dassel, Howard Lake, Delano, Maple Plain, Wayzata) to Golden Valley. However, this route seems better slated for Plymouth to operate.

### **BUDGET IMPACT:**

TBD – staff currently working on options and will have cost information available at the Commission meeting. The guiding principle is to operate the service at zero impact to our current operating budget.

### **BACKGROUND:**

As we continue to build back from COVID-19, we are identifying current gaps/needs in the transportation system that not only are present within our communities, but that impact travel into and out of our service area on a daily basis.

Staff recently was told about the intercity bus program Mn/DOT plans to solicit proposals for in June.

Information relating to the program is listed below. We are still trying to determine if we are eligible to provide service, and if any of the services we have identified make sense in terms of potential ridership and our available resources. More information including a recommendation will be provided at the May meeting of the Commission.

## **Qualifications and Nine Key Points about Intercity Bus Programs**

The first objective of the funding for intercity bus service under Section 5311 is 1) to support the connection between nonurbanized areas and the larger regional or national system of intercity bus service.

A second objective is to support services 2) to meet the intercity travel needs of residents in nonurbanized areas.

A third objective is 3) to support the infrastructure of the intercity bus network through planning and marketing assistance and capital investment in facilities.

The FTA encourages states to use the funding under Section 5311(f) to support these national objectives as well as priorities determined by the state. When the Federal funding appropriation exceeds the “need” for transit in individual states, program funds may be certified by a state’s governor for use in other rural transit programs.

**Eligible Activities** – Assistance under Section 5311(f) must support intercity bus service in rural and small urban areas. Section 5311(f) specifies eligible intercity bus activities to include “planning and marketing for intercity bus transportation, capital grants for intercity bus shelters, joint-use stops and depots, operating grants through purchase-of-service agreements, user-side subsidies and demonstration projects, and coordination of rural connections between small transit operations and intercity bus carriers.” This listing does not preclude other capital and operating projects for the support of rural intercity bus service.

**Eligible Recipients** – FTA has generally allowed states to pass through funds to local public bodies and to private nonprofit organizations as subrecipients, while requiring that assistance to provide for-profit operators of transportation service be in the form of third-party contracts.

For the purpose of Section 5311(f) only, however, FTA permits states to pass through funds to private intercity bus providers in a subrecipient relationship. In some instances, certain intercity bus providers may be unwilling or unable to accept the terms and conditions the state applies to subrecipients and may prefer to maintain a contractual relationship, in order to isolate the remainder of their operations from Federal requirements related to the grant.

The state may use either mechanism to provide assistance to private operators for intercity bus service. In either case, the state should use a merit-based selection process to ensure that the private operator is qualified, will provide eligible service, can comply with Federal and state requirements, and is the best, or only, provider available to offer service at a fair and reasonable cost.

**Definition** – For the purpose of this provision, FTA defines intercity bus service as regularly scheduled bus service for the general public which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connections with scheduled intercity bus service to more distant points if such service is available.

Schedule information for intercity service typically maintained in the Official Bus Guide (Russell’s Guide). Commuter service (service designed primarily to provide daily work trips within local

commuting area) is excluded from the definition. Intercity service is not limited by the size of the vehicle used or by the identity of the carrier.

Nine Key Points define intercity bus: 1. Regularly scheduled bus service (not demand service); 2. Available to the general public (not reservations only); 3. Limited stops; 4. Operates on fixed routes (does not deviate from route); 5. Connects two or more urban areas not in close proximity; 6. Makes meaningful connections to national intercity network; 7. Predominately passenger service; 8. Not charter service; and 9. Not air, water, or rail service.

**RECOMMENDATION:**

To be provided at the May 27<sup>th</sup> Commission meeting.



## SOUTHWEST TRANSIT

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### MEMORANDUM

**TO:** SouthWest Transit (SWT) Commission

**FROM:** Matt Fyten, COO

**DATE:** May 18, 2021

**SUBJECT:** Climate Action Plan

**REQUESTED ACTION:**

That the SouthWest Transit Commission authorize its CEO to enter into an agreement with LHB Corp. for an amount not to exceed \$43,000 for the creation of the agency's Climate Action Plan.

**BUDGET IMPACT:**

The Climate Action Plan will be funded using existing budgeted funds allocated for Professional Technical Services.

**BACKGROUND:**

SWT has always sought to be a leader in innovation and environmental sustainability. To meet this objective, the agency needs to continually look at ways in which it can implement environmentally sustainable solutions into its services, facilities, and operations with the overall goal of reducing the agency's carbon footprint/greenhouse gas emissions. As technologies such as solar energy and electric vehicles continue to rapidly evolve, it is essential that the agency prepares for such technologies to become a part of the agency's facilities and operations.

Having reviewed the City of Eden Prairie's Climate Action Plan, staff felt a similar plan is needed that is specific to the agency's unique goals and needs. Staff reached out to the author of the City's plan, LHB Corp., and received the attached proposal. The proposed SWT Climate Action Plan will include an existing conditions analysis and scenario planning that will inform the creation of the final plan. Expected outcomes include an infrastructure plan that will outline what is required to prepare for the electrification of SWT's entire fleet, infrastructure planning for sustainable solutions such as solar roofs/gardens, and numerous other sustainability initiatives the agency should consider both short and long term.

If approved, LHB Corp. will commence work this Summer with the final plan expected to be delivered by the end of 2021.

**RECOMMENDATION:**

That the SouthWest Transit Commission authorize its CEO to enter into an agreement with LHB Corp. for an amount not to exceed \$43,000 for the creation of the agency's Climate Action Plan.



**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

April 14, 2021

Len Simich, Chief Executive Officer  
SouthWest Transit  
14405 W. 62<sup>nd</sup> Street  
Eden Prairie, MN 55346

## **PROPOSAL FOR PROFESSIONAL SERVICES SOUTHWEST TRANSIT CLIMATE ACTION PLAN**

### **PROJECT UNDERSTANDING**

The objective of this project is to assist SouthWest Transit in creating a Climate Action Plan that includes a short-term work plan and long-term targets for reducing the greenhouse gas emissions of its operations.

### **SCOPE OF SERVICES**

LHB proposes the following tasks and associated deliverables:

#### **Task 1: Existing conditions analysis**

##### **Subtask 1.1 Conduct carbon baseline assessment**

Our carbon baseline assessment will utilize the ICLEI "Local Government Operations Protocol" for tracking SouthWest Transit's energy consumption data. We will use our Collector Tool (Excel spreadsheet) to organize data for four study years (2015, 2017, 2019, 2020). Data collected will include the consumption of electricity, natural gas, and other fuels for buildings and transportation fuels for the fleet. We will use our Calculator Tool (Xcel spreadsheet) to convert the consumption data into greenhouse gas (GHG) emissions and produce tables and charts for a Findings Report. All tools will be provided to SouthWest Transit along with a "How-To Guide" so that staff can easily continue tracking in future years.

##### **Subtask 1.2 Conduct solar feasibility analysis**

We will conduct a solar feasibility analysis to determine the renewable energy generation potential of adding photovoltaic arrays on rooftops and/or parking lots. This will include a structural analysis of existing roofs for the five SouthWest Transit facilities.

##### **Subtask 1.3 Coordinate energy audits**

We will coordinate with SouthWest Transit's utility service providers to identify available programs for facility energy audits and additional energy efficiency program offerings.

### **Subtask 1.4 Synthesize existing climate action goals**

We will review existing climate action goals and policies already in place for the communities of Eden Prairie, Chaska, and Chanhassen and produce a summary of findings.

#### **SouthWest Transit responsibilities:**

- Provide energy consumption data for buildings and fleet
- Provide as-built drawings for existing facilities
- Provide utility service provider contact information
- Schedule and attend a presentation of findings

#### **LHB Deliverables:**

- GHG Collector Tool, Calculator Tool, and How-To Guide
- Carbon baseline assessment findings report
- Solar potential feasibility analysis summary
- Energy audit findings summary
- Climate action goals summary
- Presentation summarizing existing conditions

## **Task 2: Scenario planning**

### **Subtask 2.1 Recommend GHG reduction goals and strategies**

We will develop a list of actions that SouthWest Transit could take to reduce operational emissions and assist in establishing long-term targets.

#### **SouthWest Transit responsibilities:**

- Provide background information on what strategies SouthWest Transit is interested in learning more about
- Schedule and attend up to three strategy discussions

#### **LHB Deliverables:**

- List of proposed emissions reduction strategies with descriptions

## **Task 3: Climate Action Plan**

### **Subtask 3.1 Develop draft Climate Action Plan**

We will draft a short-term work plan based on established long-term targets for review by SouthWest Transit.

### **Subtask 3.2 Finalize Climate Action Plan**

We will incorporate SouthWest Transit's feedback in the final Climate Action Plan and provide a pdf document.

#### **SouthWest Transit responsibilities:**

- Provide input on draft Climate Action Plan

#### **LHB Deliverables:**

- Draft and final Climate Action Plan

**Task 4 Project Management**

**Subtask 4.1 Team meetings**

We will facilitate a kick-off meeting at the beginning of the project and monthly progress meetings with SouthWest Transit.

**Subtask 4.2 Invoicing**

We will submit monthly invoices for processing by SouthWest Transit.

**SouthWest Transit responsibilities:**

- Schedule and attend a kick-off meeting and monthly progress meetings
- Process monthly invoices

**LHB Deliverables:**

- Meeting notes
- Monthly invoices

**ASSUMPTIONS**

- All meetings will be virtual with the exception of site visits for structural analysis.
- The project will conclude by December 15, 2021.
- SouthWest Transit facilities include: Chanhassen Station, SouthWest Station, East Creek Station, and Eden Prairie Garage.
- Our proposal includes sub-consultant ORANGE Environmental for Subtask 1.1. Carbon Baseline Assessment services.

**SCHEDULE**

- Task 1 ..... Summer 2021
- Task 2 ..... Fall 2021
- Task 3 ..... Fall 2021
- Task 4 ..... June-December 2021

**PROPOSED FEE**

LHB proposes a hourly not to exceed fee of Forty-Three Thousand Dollars (\$43,000) including reimbursable expenses.

**TERMS AND CONDITIONS**

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact me at 612.752.6920 if you have any questions.

LHB, INC.

Michael A. Fischer, Project Principal



# Updates

## **Administrative Updates**

**SouthWest Village Development** – Unfortunately, there is not a lot of good news to report on our efforts to develop the last remaining parcel at the SouthWest Village site. As of now Carver County is unwilling to allow for a direct access into the site off Hwy 101 (memo and response attached); the HOA has yet to set a date to discuss any housing proposed on the site; and Mn/DOT is now indicating the need for a drainage easement (memo also attached). Other than this, getting the site developed has been a breeze.

**Fund Balance** – Staff continues to work on plans related to the agency fund balance. Currently there are several unknowns primarily surrounding the COVID relief funding (specifically CRRSAA and the American Recovery Plan). We are currently reviewing our 5-year CIP and Asset Management Plans to identify unfunded needs and plan to bring a plan to the Commission at it's June meeting.

**Strategic Plan** – I would like to call a special work session in early June to finalize the 2021 Strategic Plan update. Potential dates include June 1, 2, and/or June 8. Please check your schedule and provide your availability at the Commission meeting.

**Garage Open House** – Staff is in the process of preparing for an Open House at the Garage later in June or early July. The event will be open to anyone interested in taking a tour of our expanded/renovated facility.

**Electric Vehicle** – Staff is preparing to tour an operation in Colorado that specializes in converting an existing gas vehicle into an all-electric vehicle. If this operations looks worth pursuing, we will be looking for action at the June meeting to begin the retrofit.



**Carver County  
Public Works**

11360 Highway 212, Suite 1  
Cologne, MN 55322

May 10, 2021

SouthWest Transit  
c/o Len Simich  
CEO and General Manager  
952-974-3101  
lsimich@swtransit.org

**Re: Development / Access Review Comments: Southwest Village Dr. Access to County State Aid Highway (CSAH) 101**

We appreciate the opportunity for discussion and review of a potential access change request at CSAH 101 and Southwest Village Drive, specifically for a southbound left-in from CSAH 101 to Southwest Village Dr. Access change requests are generally reviewed as part of a development proposal along with related traffic impact and trip generation information. Without a specific, active development proposal, we can offer the following, general comments regarding County policy guidance and process related to the access location under review.

1. The County's Access Spacing Map in the 2040 Comprehensive Plan (Figure 4.14) identifies this segment of CSAH 101 as Category 5B, which guides full access intersection spacing at ¼ mile intervals and secondary (limited) intersection spacing at 1/8 mile intervals. At approximately 500 ft. south of Crossroads Blvd/TH 212 ramp and approx. 350 north of CSAH 18/Lyman Blvd, CSAH 101/Southwest Village Dr. is not consistent with access spacing guidance.
2. Access locations not consistent with spacing guidance are typically not allowed. In this case, the existing right-in/right-out, a secondary access, from Southwest Village Dr. onto CSAH 101 serves public transit vehicles exiting the site. A left-in to Southwest Village Dr. would not serve transit vehicles routing into the site. With the available information, there is not a clear benefit to the public transit system bus operations to merit expansion of the secondary access to include a left-in.
3. The typical process for development proposals that may require access changes or deviation from the policy guidance is to consider a specific development proposal's traffic impacts in more detail through a Transportation Impact Analysis (TIA). This would be the next step in analyzing a development proposal and potential access needs, although it is usually completed for large developments and is not a guarantee that policy deviation will be granted. A TIA is generally required for residential developments with over 75 units or for commercial developments generating 750 or more vehicle trips per day or 100 trips in any one hour period.
  - a. This analysis tool is used to gain a detailed understanding of traffic operations from a proposed development and the findings guide access and operation decisions. In this case, a traffic study would be required to show that the access would result in more

CARVER COUNTY

efficient and safer traffic operations on the County Highway system than without it. The County would need to understand traffic operation impacts to the CSAH 101/CSAH 18 intersection to see if a left-in to Southwest Village Dr. would mitigate impacts generated by the proposed development.

- 4. In addition to County review and approval, MnDOT would need to review any access change proposal at this location due to potential impacts to the interchange influence area, with the signal to the TH 212 ramp located approximately 500 ft. north.
  - a. The TH 212 ramp signals and the Lyman Blvd./CSAH 101 signal are coordinated for signal timings, progression, and Flashing Yellow Arrow (FYA) Time of Day Operations using Fiber Optic and GPS Time Clock technology. Access points not consistent with spacing guidelines and those in major intersections or interchange influence would trigger a TIA.

In summary, for the County to consider a left-in access at CSAH 101/Southwest Village Dr., Southwest Transit or developer would be required to perform a TIA as outlined that would be reviewed by us and potentially MnDOT. It should be noted that from a high-level perspective, Public Works staff feels it is unlikely that a TIA would show that a left-in would result in a more efficient and safer transportation system than without it. That being said, it is Southwest Transit’s decision to move forward with additional study.

These are the County’s comments at this time. We appreciate the coordination on this development related item and value our continued partnership with Southwest Transit. If you have any questions or would like to set up a meeting with Public Works staff for additional discussion, please contact staff noted below:

<p>Joan Guthmiller Administrative Technician Carver County Public Works 952.466.5201 <a href="mailto:jguthmiller@co.carver.mn.us">jguthmiller@co.carver.mn.us</a></p>	<p>Angie Stenson AICP Sr. Transportation Planner Carver County Public Works 952.466.5273 <a href="mailto:astenson@co.carver.mn.us">astenson@co.carver.mn.us</a></p>	<p>Dan McCormick, P.E. PTOE Traffic Services Supervisor Carver County Public Works 952.466.5208 <a href="mailto:dmccormick@co.carver.mn.us">dmccormick@co.carver.mn.us</a></p>
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## John Haggemiller

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**From:** Len Simich  
**Sent:** Wednesday, May 19, 2021 9:54 AM  
**To:** Matti, Jennifer (DOT)  
**Cc:** Joshua Dorothy; Al-Jaff, Sharmeen  
**Subject:** RE: quick update on MnDOT conveyance

Good morning Jennifer,

I have a few questions/comments related to the email you sent on May 12. First regarding the drainage easement. This is the first we have been made aware of any easement. Given the small size of the lot, this would definitely have an impact on being able to attract any development to the site, not only negatively impacting us, but eliminating any tax revenue the City, County, School District and the State would receive from any development. Also, should a portion of the property to be encumbered by the drainage easement, then Lot 2 should be less valuable if a developer cannot build over it and this should be reflected in the appraisal.

*Existing parking.* I assume you are referring to the row of approximately 25 parking stalls within Outlot A on the border with Lot 2. First, it should be noted that these stalls are in Outlot A (the internal drive aisles), not Lot 1 (the parking ramp). Second, yes, this parking will be needed for Lot 2.

Finally, we should confirm that “clear up the reversionary clause” means “buy out the deed restriction” with respect to those parking stalls—but not with respect to the drive aisle immediately to the east of them. That drive aisle will still be used to access the park-and-ride ramp. If the “reversionary clause” does not mean “buy out the deed restriction,”. Please provide clarification.

*Access easement.* The existing declaration already grants Lot 2 the right to use Outlot A for access. I anticipate that any prospective owner of Lot 2 would expect these access rights to continue. And, yes, we can confirm that Outlot A and Outlot B (which is the strip of trees to the far east of the overall site) will remain under SouthWest ownership.

I await your response.



**Len Simich**  
Chief Executive Officer and  
General Manager

Phone: 952.974.3101

Mobile: 952.486.1898

Email: [lsimich@swtransit.org](mailto:lsimich@swtransit.org)

Web: [www.swtransit.org](http://www.swtransit.org)



## John Haggemiller

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**From:** Len Simich  
**Sent:** Wednesday, May 12, 2021 4:41 PM  
**To:** Angie Stenson  
**Cc:** Lyndon Robjent; Darin Mielke; 'Al-Jaff, Sharmeen'; 'Aanenson, Kate'; Dan McCormick  
**Subject:** RE: SouthWest Village Access

Angie,

Although it's disappointing, I want to thank you for the reply.

If possible I'd like for the County to reconsider under a similar arrangement we struck with Mn/DOT for the right-in/right-out onto Hwy 101. Under the Mn/DOT arrangement, if a set number of accidents at the access into/out of SouthWest Village off Hwy 101 was greater than the average assigned for the roadway, then access would be closed. This provided protection that the operation of the roadway would never be compromised.

I would like to recommend that a left turn into the site off Hwy 101 be reevaluated using a similar concept. The triggering mechanism could be anything you believe to be important to maintain the operation of the roadway (accidents, delays, back-ups, etc.).

I'd also welcome the opportunity to meet on site (SouthWest Village) to discuss this further.

Thanks again for the consideration.



**Len Simich**  
**Chief Executive Officer and  
General Manager**

Phone: 952.974.3101

Mobile: 952.486.1898

Email: [lsimich@swtransit.org](mailto:lsimich@swtransit.org)

Web: [www.swtransit.org](http://www.swtransit.org)



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**From:** Angie Stenson <[astenson@co.carver.mn.us](mailto:astenson@co.carver.mn.us)>  
**Sent:** Monday, May 10, 2021 1:43 PM  
**To:** Len Simich <[lsimich@swtransit.org](mailto:lsimich@swtransit.org)>  
**Cc:** Lyndon Robjent <[lrobjent@co.carver.mn.us](mailto:lrobjent@co.carver.mn.us)>; Darin Mielke <[dmielke@co.carver.mn.us](mailto:dmielke@co.carver.mn.us)>; 'Al-Jaff, Sharmeen' <[SAI-Jaff@ci.chanhassen.mn.us](mailto:SAI-Jaff@ci.chanhassen.mn.us)>; 'Aanenson, Kate' <[kaanenson@ci.chanhassen.mn.us](mailto:kaanenson@ci.chanhassen.mn.us)>; Dan McCormick

## Operations, Planning, IT, Vehicle Maintenance and Facility Maintenance Updates May 2021

### ***Operations & Planning Updates***

**Prime Expansion** – Staff continues to look at and implement expansions to the SW Prime suite of services. These expansions include:

- Mystic Lake Casino as part of our Prime service to Shakopee
- Methodist Hospital in St. Louis Park as part of our Prime MD service
- Park Nicollet Clinic in St. Louis Park as part of our Prime MD service

These expansions were made using our existing Prime fleet out on the road today. Staff is happy to report that SW Prime ridership continues to see an increase in ridership – now close to 60% of its pre-pandemic ridership levels. As ridership continues to increase on the services, additional vehicles and resources will be added to the services to ensure quality and efficient service.

**Park and Fly Service** – Staff continues preparation for Park and Fly service to the MSP Airport from SouthWest Station. 20 stalls have been identified in the SouthWest Station ramp to be reserved for the service. Users will be able to park for up to 14 nights. Payment for the service will be handled electronically through the SW Transit phone app. Payment for parking and for the SW Prime ride to the Airport will be handled separately. Finishing preparations for the service is underway. The service is expected to be open to the public in mid to late June.

**Twins Express** – the special event services to the Twins games on weekdays will resume on June 8<sup>th</sup>. Two buses with passenger and driver barriers will be dedicated to the service (allowing for up to 52 riders). Additional buses will be added to the service as needed. As a reminder, the service will be by reservation only until pandemic restrictions are amended. Passengers will be able to reserve their spot via the SW Transit Mobile App.

**U of M Study** – Staff has begun discussions with the University of Minnesota’s Resilient Communities Project regarding the commissioning of a study to analyze the history of transit governance, including the formation of Opt-Out transit providers, to examine the history and effectiveness of transit governance in the Twin Cities area, as well as provide insight as to how transit governance in the Twin Cities has evolved and how it is or is not meeting its intended goals and purpose. The study may be broken up into two parts – one focusing on the evolution of transit policy in the region and one focusing on the history and evolution of the transit governance setup in the region.

Staff is putting together an application for the University to review. If selected, it is expected that the report would be completed in early 2022.

**State Fair Planning** – With pandemic recovery heading in the right direction, staff is moving forward preparing for a full State Fair service this year. Due to FTA mandates, face masks will be required on the service and in SWT facilities, but the plan is to reduce social distancing on buses, but keep passenger barriers/driver barriers up on buses where such barriers are equipped. Should the State Fair decide the event will have limited capacity, the plan will be to adjust our plans to reduce the amount of passengers transported, potentially keep social distancing measures in place, and potentially required advanced

reservations for the service. Final determinations for these items will likely be made by July. In the meantime, recruiting for drivers and ground staff has already commenced.

**Vehicle Procurement Delays** – In March, the Commission approved staff to move forward with an RFP to procure vehicles for the Prime MD service as part of an FTA grant award the agency received in 2019. Since this is a procurement using Federal funds, the Met Council insisted that the only way SWT could go about conducting the procurement on our own was if the Met Council reviewed and approved the procurement documents ahead of time. SWT submitted the bid documents to Met Council staff in April and has yet to receive any concrete issues that the Met Council has found with the documents. At this point the Council has only communicated that there are issues with the documents and that the Council's preference is that we do not handle the procurement on our own.

Staff made a request to attend a Met Council meeting to discuss these issues and was told we would receive an invite. Yet, the meeting occurred without SWT staff present. Staff has requested that the Council hold a new meeting that includes Met Council, SWT, and FTA staff to review the bid documents to determine the best course forward. This is an unfortunate development that could have been avoided and is going to delay the procurement of these vehicles even further (staff has been attempting to move this procurement forward with the Council for over a year now).

### ***IT Updates***

**Go-To Card Vending Machines** were recently installed for the lobbies of East Creek Station and SouthWest Village. I am happy to report, they are selling cards. Riders have the option of purchasing a \$10 or \$20 stored value card. This gives the rider more options when the customer service counter is not available.

**Special Event Tickets** will soon be available through our mobile ticket application. Our app provider, Token Transit, is making a slight modification so we can limit the amount of tickets being sold for each event. This will help us monitor capacity on the buses and ensure everyone will get a seat. Tickets for the Twins Express will be available the first week of June.

### ***Facilities Maintenance Updates***

The grounds crew has been working hard outside. Mowing, planting, and seeding has taken place.

Replacement of weathered and worn pavers at East Creek Station is underway, we expect new concrete slabs and asphalt seal coating to be completed this month at both East Creek Station and SouthWest village.

We are working with contractors to assist with completing new landscaping at the Eden Prairie garage. Allowing the grounds crew to focus on other SouthWest Transit properties.

The Buildings facility crew has been working on the installation of additional outside drains at the Eden Prairie Garage. This is in addition to working with Walker to ensure the Eden Prairie garage roof replacement project is progressing.

The Chanhassen Transit Station pm is complete, the SouthWest Village ramp is nearly complete only Chip coating remains. This will be completed as weather permits.



We are anticipating the new lift to arrive in May, caulking and painting projects will begin at the Eden Prairie garage shortly after the lift is delivered.

### ***Vehicle Maintenance Updates***

The shop crew is working hard to complete warm weather services and preventive maintenance on the SouthWest transit fleet.

We are preparing State Fair buses for the anticipated hopefully normal “Minnesota get together.”

The shop has been cleaning and touching up the 1947 GMC silverside bus for upcoming summer events.

The shop has been notified and awaits the remaining three MCI low floor CRT LE buses that are set to ship to SouthWest Transit on Friday 5/21.

**Marketing & Out-Reach Update:**

**Twins Express:** We have begun Marketing the Twins Express starting June 8<sup>th</sup>. All rides to the Twins game will be free for the month of June in hopes that we can gain interest back in our special event services.

**Chanhassen Redbirds Game:** Monday June 7<sup>th</sup>, SouthWest Transit will be the sponsor of the Chanhassen Redbirds game. SouthWest Transit will bring the 1947 bus to the Redbirds field with handouts and brochures about our services as well as put together some prizes for their raffle.

**Chaska Cubs:** Like the Redbirds, we will be doing the same thing for the Chaska Cubs Tuesday, June 29<sup>th</sup>.

**Victoria Car Show:** SouthWest Transit is signed up to appear three times at this years upcoming Victoria Car show. June 11, July 28, August 11. We will be bringing the 1947 with handouts and info on our services.

**Arboretum Relationship:** We are looking at once again providing rides for Arboretum Visitors for two upcoming events; a concert in July and the Winter Lights. Both events will have arboretum passengers parking at ECS with our buses being the shuttle to the arboretum.

**Business Outreach:** Recently did a business outreach campaign where we mailed to 533 businesses plus another 1,000 follow up calls in Chaska, Chan, E.P., and Shakopee to let them know what we can do for them when it comes to employees needing to get to work. We gained interest and was able to provide these companies with handouts and information on how our Prime service works. Additionally, staff is starting a door knocking campaign to businesses that have "help wanted signs in their windows.

**494 Corridor:** Marketing efforts for the 494 corridor is one of our top priorities right now. We have been marketing the new routes along the corridor on our social media pages as well as creating new brochures and maps to help customers know where we go and how they would

go about requesting a ride. Additionally, we contacted the hotels in the corridor that showed a high level of interest.

**New Video:** We will be working with Shaun Labelle on a new “Welcome back” video to further help our marketing campaigns for our new routes and to simply just say we are excited to have everyone back once things start getting normal again.

