



CITY OF GRAND RAPIDS

AGENDA

AUTOMOBILE PARKING COMMISSION

November 12, 2009

8:00 AM

- I. Review and Approval of October 8, 2009 Minutes
- II. 60 Minutes Free Holiday Parking
- III. West Fulton Neighborhood Parking Lot (Attachment)
- IV. Amended Contract with the Rapid (Attachment)
- V. Preliminary ParkMobile Report
- VI. Other Business
- VII. Public Comment
- VIII. Adjournment

MISSION STATEMENT

Parking Services will support economic development and growth of the central downtown and neighborhood business districts by providing sufficient, well-maintained, and customer focused parking options.

Please notify us (456-3290) by noon Wednesday if you are unable to attend.

AUTOMOBILE PARKING COMMISSION MINUTES

October 8, 2009

Call to Order: Acting Chairperson Sekulich called the meeting to order at 8:05 am.

Attendance:

Members Present: Commissioner Lumpkins, Monica Sekulich (Acting Chairperson), Gerald Schildroth, David Leonard, John Tully, Mike Ellis, Dwayne Moore, and Joan Rosema-David.

Members Absent: Lisa Haynes (Chairperson)

City Staff Present: Pam Ritsema, Kim Miller, Barb Singleton, Mitch Schutter, Chuck Henderson, Henry Bouman, and Alen Ganic.

Visitors Present: Jim Harger (Grand Rapids Press), Kevin Wissenlink (ITP- Rapid), and David (Grand Rapids Business Journal).

I. Review and Approval of September 10, 2009 Minutes:

The comments from the former Recording Secretary, John Woodard were noted.

A change was requested to Ms. Rosema-David's name on page two. With that change Mr. Leonard moved for the approval of the Minutes of September 10, 2009 and Commissioner Lumpkins supported. Motion carried unanimously.

II. Project Updates:

Pay by Cell Phone

Director Ritsema reported the City Commission approved pay by cell phone on September 8, 2009. She indicated the City Commission asked about meter squatting and our cost of the program. The program was unanimously approved.

November 2, 2009 has been selected as the go live date. There are many tasks to be completed for this implementation. These projects include placing stickers on every parking meter in the City. Marketing is to be provided by Park Mobile. They are concentrating on one-on-one interactive on street marketing. The contracts need to be signed.

Mr. Leonard asked about the City Commission question on meter squatting addressed. Director Ritsema explained that the current system does allow for the current parking to be stopped, or stop on its own when timed out, and the same license plate to restart parking at the current location again. The software can be modified to prevent this from occurring by not allowing the vehicle to park in the same spot for 30 minutes, or an option could be to allow for parking in the

same spot, at double the posted rate. It is Ms. Ritsema's recommendation for the first 90 days is that we gain some experience to see if abuse occurs. From meter studies that we have conducted, meter squatting is very minimal. Director Ritsema stated that if vehicles do park for more than one time limit at a meter, perhaps the time limit on the street is not long enough to support the business needs and needs to be reconsidered.

Mr. Leonard stated that if employees are taking up meters in front of a business that are intended for customers, by coming out and feeding the meters all day. We've made it more convenient for this to occur. Director Ritsema responded that it is expensive parking if employees choose to pay for on street parking all day. A transaction fee will be incurred for each transaction. This is viewed as a disincentive for this practice. The customers we are considering are persons that are delayed rather than squatting. Reports will show us what the true experience on the street is.

Ms. Sekulich requested that Director Ritsema forward a copy of the final agreement to the Parking Commission.

Ionia Mason

This is the parking lot in the North Monroe area. Parking Services was waiting for the developer to obtain State of Michigan approval of the amended Brownfield plan. This was accomplished and the property was closed on September 24, 2009.

Pioneer Construction won the bid award. A small part of a building requiring demolition is complete. Work has begun on curbs and a retaining wall. There have been some rain delays on this project.

Gallery on Fulton and Commerce Weston

Director Ritsema asked Mitch Schutter to discuss the progress on Gallery on Fulton and Weston Commerce. The reports from the consultant were available at the meeting. The number of pictures made the files too large to e mail to commissioners.

Mr. Schutter indicated that Walker Parking is the consultant on both of these facilities. They have a representative on site. Gallery on Fulton there is a weekly construction meeting. The ramp will be completed long before the buildings are finished. There are going to be strong restrictions to keep vehicles out minimizing wear and tear on the ramp. The restrictions will include concrete bollards to keep vehicles from entering.

Weston and Commerce has a December 15, 2009, completion date. The contractor indicates the ramp will be complete. The liner building completion may present some issues. There is a huge push by the contractor to get this ramp done.

The ramps will have florescent fixtures with three lamps in them. The lighting has capacity to turn off when the outside light is a certain levels, photo sensors for daylight harvesting, and motion sensors. Each individual fixture and light can be controlled by wireless software. The Holland based, company providing the lights for this project, states that based on 24 x 7

operation, lighting costs can be reduced by 60%. We are looking at the same fixtures for The Gallery.

Commissioner Lumpkins asked if Mr. Schutter had been in contact with Haris Alibasic regarding these lights. Mr. Alibasic is responsible for keeping a record of energy savings and renewable energy being used at the City. Commissioner Lumpkins suggested there may be stimulus funds or Consumers Energy grants available for funding.

A question regarding revenue budgets for the new ramp locations was raised. Director Ritsema indicated that the revenue was budgeted beginning at the anticipated opening dates. Contracts do contain clauses for liquidated damages.

Mitch Schutter stated the time line is extremely tight to complete construction on time.

Ms. Sekulich asked Director Ritsema when revenue for Weston Commerce was in the budget. Director Ritsema indicated that revenue was budgeted beginning on January 1, 2010. Director Ritsema also indicated that deviations from this date, including compensation, were included in the contract as liquidated damages.

West Fulton Expansion

Mr. Schutter reported that he is able to provide a photographic depiction of a tower on this site. He has yet to meet with the business association with the drawings of the proposed tower.

Ms. Sekulich asked if we have purchased the property for this expansion yet. Director Ritsema indicated that the property purchase would be discussed and approved by Parking Commission prior to City Commission.

III. Quarterly Parking Supply and Demand:

Director Ritsema indicated that current demand is at 2002 levels. Currently there are 1,000 less parking cards issued than in past years.

During the past month over 100 parking cards have moved to the JW Marriott. Information obtained from customers indicates the monthly rate was less, spaces are wider, and the ramp looks nicer. Customers have signed a one year contract with the Marriott.

Parking cards at the current levels translate to a revenue reduction of over \$300,000 for parking services.

It was reported that Art Prize has created a demand for daily parking. Year over year daily parking revenues for the same time doubled.

Colleges beginning in the first quarter of the City's fiscal year account for the uptick in cards that have been issued.

Ms. Rosema-David asked if we should consider pricing reductions at Louis Campau.

Director Ritsema responded that she is uncertain it would generate additional revenue. Who would we get to park in the ramp? How much would the market conditions change?

Mr. Leonard asked what the retention strategy should be. If we reduce the parking rate we may reduce our revenues even further. What would be a good price to keep our parkers?

The Marriott has a fixed limit on their spaces they have. At some point they can't take any more customers. Director Ritsema performed an analysis comparing the reduction in price to what the required parker increase would be to keep the revenue levels consistent.

Annual revenue costs of people leave is probably less than what we would lose with lower rates.

Mr. Schildroth suggested that we monitor to make sure that we're ok on the revenue side of the equation.

Ms. Sekulich stated that we would risk cannibalizing other parking locations by lowering parking rates in one location versus another. We should not be too reactive to just one situation.

Drector Ritsema indicated other parking entities have a greater ability to lower their rates.

Commissioner Lumpkins asked Mr. Ellis if they were experiencing difficulty recruiting parking customers for their new lot located off Grandville. Mr. Ellis stated that demand is soft, they are experiencing the same Marriott issues and there is excess capacity in the market.

Ms. Sekulich observed that people are moving around within the city.

IX. Other Business:

There was no additional business

X. Public Comment:

There was no public comment.

XI. Adjournment:

The October 8, 2009 Meeting of the Automobile Parking Commission was adjourned at 8:30 am.

MEMORANDUM

CITY OF GRAND RAPIDS

DATE: 9/09/2009

TO: Pam Ritsema
Director, Parking Services Department

FROM: Mitch Schutter
Parking Facility Supervisor

SUBJECT:

West Fulton Lot, Expansion

I am requesting approval for a parking expansion project in the West Fulton business area.

Parking Services owns and maintains a 21 space surface lot on West Fulton between National and Straight streets. During fall, winter and spring this lot is heavily used and often full with local business patrons.

In the latter half of 2007 a building on the NE corner of Straight and Fulton was removed leaving a vacant lot. Parking supply could be increased by expanding the City parking lot onto this adjacent vacant property thereby helping local business and improving the appearance of this now vacant lot. The West Fulton Business Association and the Southwest Area Neighbors have both expressed support for this expansion.

There is a current but separate proposal to install a broadband wireless antenna (WIMAX) by Clearwire on the existing City parking lot. The tower is being installed to improve/provide Essential City Services (Fire and Police Response and other City Services). The tower project has been through the Planning, Zoning and City Commission processes and received approval from all. However, the West Fulton Business Association is opposed to the tower being located on the City parking lot site. They have proposed the tower be located on a portion of property that is immediately to the north of the City lot and is available for the City to purchase. The new proposed location is acceptable to Planning Department and Clearwire.

Summary:

- Parking expansion in the West Fulton Business district is needed as growth in the district has increased.
- We have a rare opportunity to expand parking with an available and vacant parcel adjacent to an existing City lot.
- There is support and enthusiasm from local business owners for increasing parking supply.

- The cost to local businesses can be offset by an existing project (WIMAX) with revenue potential to the City Parking fund.
- Local business owners are eager to have the WIMAX tower moved to the north and further from the business corridor.

We are requesting direction to pursue City Commission approval for this project.

- Purchase of the property to the west of the City lot to expand parking supply (within the appraised price)
- Purchase a portion of the property owned by Ali's restaurant to be used for the Clearwire WIMAX tower location
- Design and bid the construction of the surface parking lot

Thank You,


Mitch Schutter
Parking Facility Supervisor
City of Grand Rapids
Parking Services Department
456-4069

MEMORANDUM

CITY OF GRAND RAPIDS

DATE: November 9, 2009

TO: Parking Commission

FROM: Pam Ritsema 
Parking System Director

SUBJECT: DASH Shuttle Bus Service Agreement with ITP

After the September 2009 meeting at which we reviewed an amended contract with Interurban Transit Partnership (ITP), the City's Internal Auditor distributed a report suggesting further changes. We have incorporated the changes, working from the September version and received approval from ITP. I've left the changes highlighted in the attached contract. The changes more closely reflect how we do business within the contract and help maximize our compliance with the agreement. The updates are:

- Instead of identifying a specific number of buses, the contract now says sufficient
- The annual contract rates have been more clearly identified
- Invoice payment due dates have been extended from 15 to 30 days
- The annual rate changes need to be supported by work papers on site with the Parking Department

The agreement approved by the Parking Commission in September was not brought to the City Commission. With your approval the attached document will be presented to the City Commission's Fiscal Committee at the November 24, 2009 meeting.

AGREEMENT

"DASH" Shuttle Bus Service

THIS AGREEMENT is made as of September 11, 2008 between THE CITY OF GRAND RAPIDS, a Michigan Municipal Corporation, 300 Monroe Ave., N.W. Grand Rapids, Michigan 49503 ("the City") and the INTERURBAN TRANSIT PARTNERSHIP, a Michigan Public Authority, organized pursuant to ACT 196, P.A. 1986, 300 Ellsworth Avenue St., S.W., Grand Rapids, Michigan 49503 ("ITP").

PURPOSE OF AGREEMENT

RECITALS

ITP has operated a shuttle service ("DASH BUS") for the City on a contract basis under an Agreement dated May 4, 1998, and with various amendments to it, with the term of the most recent as October 1, 2008 through September 30, 2009. The City wishes to continue the shuttle/parking program (DASH) and finds ITP qualified to operate, maintain and shelter shuttle vehicles on behalf of the City Parking Services Department.

TERMS AND CONDITIONS

The parties agree as follows:

- I. ITP RESPONSIBILITIES: ITP shall do all the following:
 1. ITP shall provide bus operators properly trained, qualified, and commercially licensed to operate DASH buses in a safe, efficient, courteous, timely and appropriate manner. ITP shall insure that bus operators display readable

name badges and clean ITP uniforms along with a DASH button provided by the City.

- ITP shall operate the DASH Shuttle Bus Service Program according to the following service plan:

DASH Service Plan

DASH Service Goals	DASH SOUTH	DASH WEST	DASH TO THE HILL
Number of Buses	3	3	3
Service Times (Every 3-4 minutes)		7:00 a.m. to 9:00 a.m. 4:00 p.m. to 6:00 p.m.	.
Service Times (Every 5-6 minutes)			6:45 a.m. to 10:00 a.m.
Service Times (Every 7-8 minutes)	7:00 a.m. to 9:00 a.m. 4:00 p.m. to 6:00 p.m.		
Service Times (Every 10 minutes)		6:30 a.m. to 7:00 a.m. 9:00 a.m. to 4:00 p.m.	10:00 a.m. to 6:00 p.m.
Service Times (Every 15 minutes)	6:30 a.m. to 7:00 a.m. 9:00 a.m. to 4:00 p.m.		
Service Times (Every 20 minutes)			5:45 a.m. to 6:45 a.m. 6:00 p.m. to 11:00 p.m.

Monday through Friday, no service on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Special event shuttle services to be operated upon reasonable advance request on a schedule of buses to/from locations requested by the City and approved by ITP. The City may amend the Service Schedule

identified above from time-to-time. The actual date of the schedule implementation is subject to mutual agreement between the City and ITP.

3. ITP shall provide maintenance in accordance with a maintenance schedule prepared by ITP and attached as Exhibit B. This maintenance schedule may be changed from time-to-time by mutual agreement of ITP's Executive Director and the City Manager.
4. ITP shall provide housekeeping for the buses in accordance with a cleaning plan prepared by ITP and attached as Exhibit B. This cleaning plan may be changed from time-to-time by mutual agreement of ITP's Executive Director and the City Manager.
5. ITP shall provide secure, weather-protected storage.
6. ITP shall provide the City with a daily boarding information report segregated by each boarding zone (DASH West, South and To the Hill). Said report shall be provided monthly and in a format reasonably approved by the City,
7. ITP shall insure that responsible ITP staff meets with the City as required to review and discuss user activity, customer feedback, and other matters affecting the character and quality of DASH service.
8. Whenever a DASH bus is involved in a traffic accident, ITP shall immediately contact the Grand Rapids Police Department to investigate the accident. ITP shall also contact Parking Services. In addition to the police investigation of the accident, ITP shall also conduct an investigation of the accident. ITP's investigation shall include taking photographs of any damage to the DASH

bus as well as photographs of the scene of the accident. When ITP's investigation is complete, ITP shall provide Parking Services a complete copy of ITP's accident investigation report.

9. ITP shall equip all buses with a snow and ice scraper. If snow or ice builds up on the steps of the bus or on the inside of the bus, the bus operator will promptly remove the snow and ice. When snow and ice are present, the bus operator will make periodic inspections of the steps and interior to prevent snow or ice buildup from occurring. Periodic inspections means inspecting once every thirty (30) minutes.
10. ITP shall select, install and maintain passenger-waiting shelters to a designated location as mutually agreed upon by the City and ITP. Shelters are to be constructed with large glass openings.
11. ITP shall promptly investigate all complaints including all customer complaints involving DASH service and resolve them in a courteous and efficient manner so as to preserve the good reputation of DASH service and reduce or eliminate the reoccurrence of such complaints. All customer complaints shall be addressed within five business days. For good cause upon request of the City, because of reoccurring documented and verified customer complaints, the City has the right to request any bus driver be removed from operating a DASH bus. Upon request of the City staff member primarily responsible for administration of this Agreement, ITP shall provide to such person a copy of all written documentation related to a customer complaint and its final resolution or disposition.

12. ITP shall identify an ITP staff member who will be primarily responsible for administering this Agreement and supervising the day-to-day performance of DASH services. ITP will identify a “back-up” staff member whom the City may contact as required to discuss elements of this Agreement or the DASH program during the absence or unavailability of the primary staff contact person.
13. ITP shall invoice the City on a monthly basis for services performed under this Agreement, providing any supporting documentation reasonably required by the City Comptroller.

II. CITY’S RESPONSIBILITIES: The City shall do all of the following:

1. The City shall provide at its expense, ~~six (6)~~ sufficient properly equipped buses for ITP to operate the DASH Shuttle Bus Service Program. A properly equipped bus is defined as a vehicle ready for passenger transportation that is handicapped-accessible with wheelchair lifts or otherwise in accordance with law, and which is equipped with passenger counting equipment and radios set to ITP’s frequency. All the buses will remain City property to be returned when this Agreement expires or is otherwise terminated.
2. For the period of October 1, 2008 – September 30, 2009, The City shall compensate ITP at the rate of ~~\$49.1446.69~~ for each operating bus hour calculated from the start time on each route until completion of route service. The City shall compensate ITP ~~\$56.44~~ 54.17 for each operating bus hour calculated from the start time on each route until completion of route service,

if circumstances beyond ITP's control require use of an ITP bus instead of a DASH bus in service. For the period of October 1, 2009 – September 30, 2010, the City shall compensate ITP at the rate of \$49.14 for each operating bus hour calculated from the start time on each route until completion of route service. The City shall compensate ITP \$56.44 for each operating bus hour calculated from the start time on each route until completion of route service, if circumstances beyond ITP's control require the use of an ITP bus instead of a DASH bus in service.

3. The City shall identify a City staff member who will be primarily responsible for administering this Agreement or supervising the day-to-day responsibilities of the DASH lots and program. The City shall identify a "back-up" staff member whom ITP may contact as required to discuss the elements of this Agreement or the DASH program during the absence or unavailability of the primary staff contact person.
4. The City shall provide and continuously maintain during the terms of this Agreement, at its expense, insurance reasonably necessary and appropriate (but in no event less than the minimum requirements set forth below) to adequately protect the City and ITP, including their officers, employees and agents, from liability, potential liability and property damage in connection with the ITP's operation of the vehicles provided and insured by the City pursuant to this Agreement.
5. The City shall provide ITP with acceptable proof of the coverage including endorsements showing ITP and its officers, employees, and agents as

additional insured. At a minimum, the policies shall provide for not less than \$2,000,000 with respect to bodily injury or death to any one person, not less than \$2,000,000 with respect to any one occurrence and not less than \$1,000,000 with respect to property damage. The City shall provide this coverage through its present policy in which it has a \$1,000,000 self-insured retention per occurrence, with a \$1,500,000 stop-loss total retention per year, and with a \$15,000,000 umbrella coverage limit above the self-retention.

6. The City waives any claim in its favor against ITP arising out of the performance of services in accordance with the provisions of this Agreement. Each insurance policy required to be carried by the City under paragraph 5, above, shall include a clause or endorsement to the effect that the waiver contained in this paragraph will not adversely affect or impair such policy or prejudice the right of the City to recover under such policy, and each such policy shall permit this waiver of liability and contain a waiver of subrogation by the insurer.
7. Each party agrees to hold harmless and indemnify the other party, its officers, employees, and agents from and against the negligent or wanton and willful acts or omissions of the indemnifying party, its officers, employees, and agents. The intent of this provision is that each party be responsible and liable for its own acts or omissions, including that of its respective officers, employees, and agents. However, neither party waives any defenses it may have available at law or in equity.

8. Nothing in this Agreement is intended to create, nor shall anything in it be construed as creating, any rights in or for any person or entity, other than the City and ITP, that would not exist independent of this Agreement.
9. The City shall provide ITP with timely notice of any unusual problems or circumstances which may impair the operation or reputation of DASH service.
10. The City shall be responsible for placement of all DASH stop signs and shall be liable for all claims arising from issues involving the signs.
11. The City shall approve and pay invoices submitted by ITP for services performed under this Agreement within ~~fifteen-thirty~~ (1530) days of receipt of proper invoices.

III. CUSTOMER SERVICE PROGRAM: The City places a strong emphasis upon the bus operators' ability to interact with passengers in a courteous and positive manner. The following terms shall apply and be agreed upon by both parties to improve the performance and customer service of the DASH Shuttle Bus Program.

1. In an effort to improve communication between Parking Services and the bus operators, ITP shall require all DASH bus operators to attend semi-annual meetings with representatives from Parking Services.
2. As needed, service meetings will be held between the Parking Services Supervisor, and the designated ITP representative.
3. The City and ITP will develop ongoing training programs with special emphasis on driver training and ridership issues related to DASH services.

4. Performance standards will be developed and reviewed by the City and ITP on a quarterly basis that includes, but shall not be limited to, overall ridership, driver performance, improving overall shuttle service, program enhancements and long-term strategic planning.
5. Bus operators and ITP supervisory employees shall provide a courteous demeanor toward Parking Services customers, which includes:
 - a. Bus operators or other employees of ITP shall be courteous and tactful during the performance of their duties, and;
 - b. Bus operators or other employees of ITP shall not use or display profane, obscene, or other intentionally insulting or degrading language, gestures or actions toward any person, and;
 - c. Bus operators shall remain alert while on duty, and are prohibited from using personal cell phones while operating the DASH bus, and;
 - d. In order to provide a consistent level of customer service, experience, knowledge and a familiar face for the DASH customers, all reasonable efforts will be made by ITP to maintain the same bus operators day-after-day for the DASH Shuttle Bus Program.
6. All DASH bus operators will be trained by ITP in the operation of the DASH vehicle, including instruction necessary to operate wheelchair lift and wheelchair securement system.
7. All DASH bus operators shall receive a minimum one-hour instruction on the operation of the DASH system as part of the total City-Parking Program. Staff from Parking Services will provide instruction.

IV. OTHER PROVISIONS: In addition to the foregoing, the following shall also apply:

1. The term of this Agreement shall be October 1, 2008 through September 30, 2011. Contractual rates will be reviewed and established annually by utilizing ITP's most recent audited financial statement cost data and audited National Transit Database linehaul vehicle hours, less credits for Planning and Marketing (services provided by the City), and further credit for State formula operating assistance provided to the ITP under Act 51 attached as Exhibit C.
Annual rate changes per audited statements should be supported by workpapers and on file with the City of Grand Rapids Parking System.
2. The City or ITP may terminate this Agreement by providing one hundred twenty (120) days written notice.
3. In the event either the City or ITP commits a material breach of this Agreement, the other party may terminate this Agreement by upon thirty (30) days' advance written notice to the breaching party and an opportunity to cure within a thirty (30) day period following receipt of written notice to terminate. The right to terminate is not an exclusive remedy, and each party retains its rights to all remedies otherwise available for a breach of this Agreement.
4. ITP is an independent contractor. As such, ITP shall maintain worker's compensation insurance as required by law, and employer's liability insurance in the amount of \$1,000,000. The City agrees that individuals paid direct by the City who are working in connection with the DASH program are City

employees and not ITP employees for workers' compensation and employer liability purposes.

5. ITP agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the Agreement as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, titled "Michigan Handicapper's Civil Rights Act" and the "Michigan Elliott Larson Civil Rights Act". ITP further agrees to require similar provisions from any subcontractors, or suppliers, in accordance with ITP's Equal Employment Opportunity Program, a copy of which is attached as Exhibit D.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESSED:

CITY OF GRAND RAPIDS, a municipal corporation

By: _____
George K. Heartwell, Mayor

Attest: _____
Lauri S. Parks, City Clerk,
City Clerk

INTERURBAN TRANSIT PARTNERSHIP

By: _____
Peter Varga, Executive Director

Exhibit B

Bus Maintenance Cleaning, Servicing and Washing

ITP (Interurban Transit Partnership) is responsible for the nightly cleaning; servicing and washing of buses used in service during the day and shall include:

1. Moving buses from the storage lanes to the bus service lanes.
2. Routine service maintenance to include:
 - Fuel bus to capacity
 - Check bus fluids and tire pressure as required
 - Sweep out buses, wipe off passenger seats, driver area and dash, and remove all trash
 - Drive bus through automatic bus washer and special clean as required
 - Keep accurate fuel and lubricant records
3. Return bus to designated storage lane.

Semi-Monthly Interior Bus Cleaning

ITP (Interurban Transit Partnership) is responsible for the complete and thorough interior bus cleaning. Cleaning the entire bus interior is required twice per month or approximately once every fifteen (15) days. In addition to the scheduled cleanings, buses will also be cleaned and inspected at the direction of the ITP Maintenance Manager.

Exhibit C

COMPENSATION RATE FOR ITP

COST PER VEHICLE HOUR = (TOTAL EXPENSE / TOTAL LINEHAUL VEHICLE HOURS) – (TOTAL EXPENSE TOTAL / LINEHAUL VEHICLE HOURS x STATE FORMULA OPERATING ASSISTANCE PERCENTAGE)

A. Total Expense is derived from CPA-audited financial statements.

+	Total Administrative Costs
+	Total Operations Expense
+	Total Maintenance Expense
=	Subtotal Expense
-	(Less cost of Planning)
-	(Less cost of Marketing)

= Total Expense

- B. Total Linehaul Vehicle Hours is derived from audited National Transit Database report.
- C. State Formula Operating Assistance is presented as a percentage of total eligible operating expenses and is provided in written form by the Michigan Department of Transportation.

Exhibit D

INTERURBAN TRANSIT PARTNERSHIP

Effective Date: 08-01-96
Revised Date: 10-01-01

ITP does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

ITP will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, ITP has established an Affirmative Action Program to promote opportunities for individuals in certain protected classes throughout the organization.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate

supervisor or the Human Resources Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Copies of the ITP Affirmative Action Program are available in the Human Resources Department.