F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23			$535,146.00		P0

MINNESOTA STATE

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "UNIVERSITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and the City of Mankato, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368 (hereinafter "CITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CITY represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the CITY and UNIVERSITY agree as follows:

1. This Agreement shall be contingent upon approval of the grant from the Minnesota Department of Transportation for which CITY has applied.

2. **Definitions:** The terms defined in this section shall, for purposes of the Agreement, have the meanings herein specified unless the context clearly requires otherwise.
   a. "Revenues" shall mean sums of money collected by the CITY from:

      i. The fare boxes on the buses when used to provide the Campus Circulator, Route 1A North, Route 1A South, Route 1B North, Route 1B South, Route 8 (Campus Circulator), Route 9 (Morning Express), Route 12 (Nighttime Express) and Nighttime Stomper Express (Route 33) bus service to the UNIVERSITY.

      ii. The sale of interior and exterior bus advertising on the two (2) buses used to provide all day service on the Campus Express and the Campus Circulator bus routes.

   b. "Equipment" shall mean all buses used to provide this contractual service along with tires, seats, signs, and bike racks affixed to buses.

   c. "Bus Service" shall mean transporting the general public and trained service animals on buses within the designated service area.

d. "Operating Hour" shall mean the amount of time elapsing between the time the bus arrives at its initial starting point on the route and the time it departs for the bus garage from its ending point on the route; rounded to the nearest one half (1/2) hour.

e. "Campus Express" shall mean the hours of operation commencing at 6:00 PM and ending at 10:00 PM or any fraction thereof, Monday through Thursday and Friday, commencing at 7:00 AM and ending at 6:00 PM, during the UNIVERSITY academic school year.

f. "Route 1A North" shall mean the hours of operation commencing at 7:00 AM and ending at 6:00 PM, Monday through Thursday, during the UNIVERSITY academic school year.

g. "Route 1A South" shall mean the hours of operation commencing at 7:00 AM and ending at 6:00 PM, Monday through Thursday, during the UNIVERSITY academic school year.

h. "Route 1B North" shall mean the hours of operation commencing at 7:00 AM and ending at 6:00 PM, Monday through Friday, during the UNIVERSITY academic school year.

i. "Route 1B South" shall mean the hours of operation commencing at 7:00 AM and ending at 6:00 PM, Monday through Thursday, during the UNIVERSITY academic school year.

j. "Route 8 Campus Circulator" shall mean the hours of operation commencing at 7:00 AM and ending at 6:00 PM, Monday through Friday, during the UNIVERSITY academic school year.

k. "Route 9 Morning Express" shall mean the hours of operation commencing at 7:00 AM and ending at 10:00 AM, Monday through Friday, during the UNIVERSITY academic school year.

l. "Route 12 Nighttime Express" shall mean the hours of operation commencing at 6:00 PM and ending at 10:00 PM or any fraction thereof, Monday through Thursday, during the UNIVERSITY academic school year.

m. "Route 33 Nighttime Stomper Express" shall mean the hours of operation commencing at 6:00 PM and ending at 11:00 PM or any fraction thereof, Monday through Saturday, beginning the Monday prior to the start of the UNIVERSITY academic school year, August 15, 2022, and continuing through the end of the UNIVERSITY academic school year, May 5, 2023 (last day of classes).

3. **Services:** The CITY shall provide bus service between the UNIVERSITY campus and selected adjacent neighborhoods as scheduled in accordance with Exhibit 4. In addition, the CITY shall offer a reduced fare within the U-Zone (see attached Exhibit 4). Paragraphs 2.a. and 5.b. do not apply to revenues collected within the U-Zone by routes other than the "Campus Express" or "Route 8 Campus Circulator."

a. User friendly "Live Bus Tracking" has been developed through a collaborative effort of the Information Technology Departments of the CITY and UNIVERSITY. This mobile application allows the bus riders the opportunity to use electronic devices, including "smart phones", to find out the location of a bus on any route. Within the bus location system, consistent within a timeframe mutually agreed to by the CITY and University, provision is in process to incorporate the use of the UNIVERSITY small on-campus Daytime Maverick Shuttle and Nighttime Red Eye Shuttles.

4. **Schedule/Routes:** The bus service provided by the CITY shall be rendered at such times and dates and along such routes as set forth in the schedules attached hereto and incorporated by reference as Exhibit 4. The UNIVERSITY may, after consultation with the CITY and approval from MnDOT Office of Transit and Active Transportation (Minnesota Department of Transportation), affect reductions in the schedule as set forth in Exhibit 4 upon a thirty (30) day prior written notice to the CITY. ***See Exhibit 4.***

All route maps affecting the Route 1A North, Route 1A South, Route 1B North, Route 1B South, Route 8 Campus Circulator, Route 9 Morning Express, Route 12 Nighttime Express, Campus Express and the Route 33 Nighttime Stomper Express will be printed by the UNIVERSITY'S Printing and Photocopying Services

Department. The cost of this printing shall be at the expense of the UNIVERSITY. Prior to the beginning of the academic year, the UNIVERSITY may request CITY bus service for episodic or extended service of the existing daily schedule. The CITY, if they can provide such service, may provide the following service:

EPISODIC SERVICES

Residence Community Move in/International Student Orientation - Fall Welcome Week

See Exhibit 1

Winter Welcome Week – One (1) bus for incoming new students (primarily international students)

January 3-6, 2023, Tuesday – Friday: 8:00 AM – 10:00 AM and 3:00 PM-6:00 PM.

Admissions Open House Shuttling

October 20-21, 2022, Thursday - Friday: 8:15 AM - 9:30 AM and 3:00 PM- 4:00 PM (MEA)

October 28, 2022; Friday: 8:30 AM – 9:30 AM

November 18, 2022; Friday: 8:30 AM – 9:30 AM

February 20, 2023, (President's Day) Monday: 8:15 AM - 10:00 AM

February 24, 2023, Friday: 8:30 AM – 9:30 AM

Commencement

Fall Semester Commencement: Three (3) buses.
Saturday, December 10, 2022: 8:00 AM - 3:00 PM;
(The two Saturday ceremonies are scheduled at 9:00 AM and 12 PM (Noon))

Spring Semester Commencement: Three (3) buses
Friday, May 5, 2023; 11:00 AM – 6:00 PM;
(The two Friday ceremonies are 12:00 PM and 3:00 PM.)

Saturday; May 6, 2023; 8:00 AM - 6:30 PM; Three (3) buses
(The three Saturday ceremonies are at 9:00 AM, 12:00 PM (Noon) & 3:00 PM)

Mavericks After Dark - One (1) bus - Student Activities transportation

Tuesday, August 30, 2022, 4:30 PM - 8:30 PM (Rain date of Wednesday, August 31, 2022); Round trip from UNIVERSITY campus to Spring Lake Park pool;

All episodic service for the 2022-2023 UNIVERSITY academic school year must be identified in this Agreement.
Episodic service requested after this Agreement has been executed shall not be provided.

5. **Per Hour Rates, Bus Pass Prices and Other Finance Related Considerations:**

See Exhibit 2: Stomper Express Cost Breakout Estimate

a. The UNIVERSITY shall pay the CITY for services provided based on a per hour rate of One Hundred Five and 00/100 Dollars ($105.00). Services shall include the Campus Express, Route 1A North, Route 1A South, Route 1B North, Route 1B South, Route 8 Campus Circulator, Route 9 Morning Express, Route 12 Nighttime Express, Route 33 Nighttime Stomper Express, and episodic service.

b. The Thursday, Friday and Saturday Route 33 Nighttime Stomper Express which operates during the UNIVERSITY academic school year, is funded through a shared arrangement between the CITY and the UNIVERSITY. The Monday, Tuesday and Wednesday Route 33 Nighttime Stomper Express which operates during the academic school year is funded by the UNIVERSITY. Hours and cost responsibilities are displayed as follows:

The UNIVERSITY shall pay no more than **Five Hundred Thirty-Five Thousand One Hundred Forty-Six and 00/100 dollars ($535,146.00)** for the 2022-2023 academic school year, including the service beginning the week of August 15, 2022. If hours are adjusted down due to cancellation of scheduled service during the semester (i.e. weather), a corresponding reduction in total cost will be reflected in the semester invoice.

c. The expense for providing thirty-five (35) hours of Monday through Sunday Stomper Express service the week prior to the start of the UNIVERSITY academic school year shall be borne by the UNIVERSITY. These hours of service shall be in addition to the service provided during the UNIVERSITY academic school year.

d. The standard bus fare of One and 50/100 Dollars ($1.50) will be waived for all UNIVERSITY students and employees riding the Nighttime Stomper Express by showing the driver a valid UNIVERSITY MavCard. The prevailing bus fare will apply to all other persons**.**

e. The UNIVERSITY will pay the CITY Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) at the end of Fall Semester 2022 and Seven Thousand Five Hundred and 00/100 ($7,500.00) at the end of Spring Semester 2023 in recognition of the lost cash fare and bus pass sales that will occur because of all UNIVERSITY students, faculty and staff being able to board any fixed route CITY bus using their MavCard. The program allowing students, faculty and staff to board CITY buses using their MavCard is strictly limited to those students, faculty and staff that are currently enrolled at/employed by the UNIVERSITY. This program shall not be extended to other public or private organization or person without prior consent from the CITY.

f. On Demand services are not included and exempt from MavCARD "Free Ride" Provisions

6. **Nondiscrimination:** In connection with the performance of this Agreement, both the CITY and the UNIVERSITY shall not discriminate against any person because of race, religion, color, sex, national origin, creed, age, marital status, or status with regard to public assistance or physical disability or any other group or class against which discrimination is prohibited by State or Federal Law, including Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

Both parties agree to execute any documents and agreements which may be required of either party by the State of Minnesota or the United States Government or its agencies to demonstrate compliance with any laws or regulations requiring nondiscrimination or affirmative action in the operation of this agreement.

7**.** **Authority of CITY:** The CITY enters into this Agreement by authorization of its CITY Council by resolution adopted, a copy of which is attached as Exhibit B ***(MSU Contract Exhibit 5*)**.

8. **Authority of UNIVERSITY:** The UNIVERSITY enters into this Agreement by authorization of Minnesota Statute 136F, Subdivision 3.

9. **Termination by UNIVERSITY:** The UNIVERSITY may terminate or modify the service to be provided hereunder upon thirty (30) days' written notice to the CITY, but such termination shall not relieve the UNIVERSITY from its obligations to pay costs incurred on a prorated basis up to date of termination.

10. **Term of Contract/Dates and Hours of Service:** This Agreement shall be for a term commencing on Monday, August 15, 2022, and terminate on Saturday, May 6, 2023. The dates of operation/hours of service

and dates without service shall be described in Exhibit 3. ***See Exhibit 3: Bus Routes, Times, and Dates (2 pages)***

11. **Termination by CITY:** The CITY may at any time terminate this Agreement upon a thirty (30) days' written notice to the UNIVERSITY only if it is unable to procure the necessary equipment and/or personnel to perform the day-to-day operational requirements of this contract. The CITY shall, however, use its best efforts to procure personnel and equipment.

12. **Modification:** The UNIVERSITY and the CITY agree that no modification of this Agreement, except as stipulated in Paragraph 4 shall be binding on them or either of them unless such modification is offered in writing and duly accepted in writing by both parties.

13. **Integration:** This document is fully integrated, embodying the entire agreement between the parties.

14. **Non-Waiver of Rights:** The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein shall not be deemed a waiver of any subsequent breach or default.

15. **Notice:** Any notice required to be given in this Agreement by either the CITY or UNIVERSITY shall be sufficient if provided via email or mailed by United States mail or actual personal service of the notice. Notice to the CITY shall be emailed to Shawn Schloesser at sschloesser@mankatomn.gov or delivered to Mankato Transit, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368. Notice to the UNIVERSITY shall be emailed to Richard Straka at richard.straka@mnsu.edu or delivered to the Vice President for Finance and Administration, 238 Wigley Administration Center, Minnesota State University, Mankato, Mankato, MN 56001.

16. **Liability:** The parties agree that each will be liable for any loss or damage to property or for personal injury or death which may be attributed to each party's negligent acts as determined by a court of law. The UNIVERSITY'S liability is limited by Minnesota Statute 3.736 and other applicable law.

17. **Liability Insurance**: In connection with the operation of this Agreement, the CITY shall maintain liability insurance coverage, including automobile insurance, in an amount equal to the maximum liability imposed by Minnesota Statutes Section 466.04, ***(see Exhibit 7)***, as it may be amended from time to time. As to insurance policies procured and maintained by the CITY in compliance with this section of the Agreement, the CITY shall submit to the UNIVERSITY'S Vice President for Finance & Administration Office, a certified copy of the insurance policy prior to the effective date of the Agreement.

    Any insurance policy procured by the CITY pursuant to this clause shall name the UNIVERSITY as an additional named insured on such insurance policy and provide that the UNIVERSITY shall be given ten (10) days' written notice before cancellation or reduction by carrier of such coverage. The CITY agrees that it will give the UNIVERSITY thirty (30) days' notice in writing of any request it may make for cancellation or reduction of such coverage.

18. **Control of Operations:** The CITY shall retain complete control over the operation of buses used in providing the service. This control shall include limiting the number of passengers on any given bus, the decision not to provide the service at any given time due to the condition of the equipment, streets or weather, limiting the number of stops and selection of personnel to operate buses. The CITY shall use its best efforts to provide the service described in this Agreement, but in the case of mechanical failure of a bus, shall not be obligated to obtain additional equipment or discontinue other services to provide the service to the UNIVERSITY. Changes in performance however, including limiting the number of stops or other changes in scheduling shall be made only after consultation with the UNIVERSITY and a written or emailed notice is given.

19. **State Audits:** The books, records, documents and accounting procedures and practices of the CITY relevant to this Agreement shall be subject to examination by the UNIVERSITY and the legislative auditor and/or state auditor as appropriate.

20. **Advertising:** Promotional efforts encouraging ridership is a shared responsibility between the CITY and the UNIVERSITY. The printing of bus schedules and updates shall be a UNIVERSITY responsibility as well as the printing of large posters for on-campus bus shelters. The CITY will advertise the service provided hereunder in appropriate media, including but not limited to, the Minnesota State UNIVERSITY, Mankato Campus *Reporter* Newspaper. The CITY shall distribute such schedules to affected apartment complexes. *Reporter* display ads are the responsibility of the CITY which will publish display ads at the beginning of each semester. Promotional novelties (e.g., key chains, lanyards, backpacks, etc.) are financial undertaking of UNIVERSITY (due to grant restrictions for CITY) but there will be a shared responsibility of distribution between CITY and UNIVERSITY.

21. **Consideration and Terms of Payment:** In consideration of services performed by the CITY under this Agreement, the UNIVERSITY agrees to pay the CITY the estimated amounts as outlined on the budget and identified as Exhibit C, which is hereby attached hereto and made a part of this Agreement.

    Should fare box revenues (Paragraph 5.d.) and advertising revenues (Paragraph 25) exceed the estimated amount as shown in Exhibit 6, then the net cost to the UNIVERSITY shall be reduced by the excess amount of such revenues. Conversely, should fare box recovery or advertising revenue not meet the projected estimates, the net cost to the UNIVERSITY shall be increased by the amount of the shortfall. The UNIVERSITY agrees to make two payments based upon the following schedule upon receipt of invoice: ***See Exhibit 6: UNIVERSITY Agrees to Pay the CITY.***

22. **Cancellations**: In the event of cancellation, the UNIVERSITY shall be liable for the payments due in Paragraph 21, less rebates received by the CITY, for cancellation of costs to the CITY regardless of whether the UNIVERSITY cancels or modified the service provided hereunder, as determined on a pro rata basis of termination, only for services performed.

23. **Warranty of Financial Responsibilities:** The UNIVERSITY warrants to the CITY that it is financially responsible and able to perform all the monetary requirements of this Agreement. If requested, the UNIVERSITY shall provide documentary evidence to the CITY demonstrating the existence and commitment of funds sufficient to perform its commitments. Such documentary evidence shall be supplied to the CITY within twenty (20) days of its request.

24. **Suspension of CITY's Obligations:** The obligations of the CITY hereunder shall be suspended to the extent that it is hindered or prevented from complying herewith because of labor disturbances, including strikes and lockouts, Acts of God, fires, storms, accidents governmental regulations or interferences of any cause whatsoever beyond the control of the CITY.

    Force Majeure – The time within which any of the Parties hereto shall be required to perform any act or acts under this contract, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor, and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party (any such delay being called "unavoidable delay" in this contract), provided however that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay.

25. **Advertising Revenues:** Revenues from advertising placed in/on the two regularly scheduled all day Campus Express or Campus Circulator buses shall be credited to the UNIVERSITY.

26. Data Practices Act – Information supplied by UNIVERSITY to CITY is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. UNIVERSITY shall notify CITY in writing of any data UNIVERSITY believes is classified as non-public..

27. No Assignment – This contract may not be assigned by either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby:

MINNESOTA STATE UNIVERSITY, MANKATO

Recommended:

By: _____
David Cowan

Title: Facilities Services Director

Date: _____

CITY OF MANKATO

Approved:

By: _____
Susan MH Arntz

Title: City Manager

Date: _____

Recommended:

By: _____
Dr. David P. Jones

Title: V.P. for Student Affairs & Enrollment Management

Date: _____

Approved:

By: _____
Richard J. Straka

Title: V.P. for Finance & Administration

Date: _____

Approved:

By: _____
Edward S. Inch

Title: President

Date: _____

AS TO FORM AND EXECUTION

By: _____
Renae Hiniker

Title: Office Administrator

Date: _____

EXHIBIT 1

Residence Community Move in/International Student Orientation - Fall Welcome Week

Residence Community Move-In/International Student Orientation/Welcome Week							
	Monday, August 15, 2022	**Tuesday, August 16, 2022**	**Wednesday, August 17, 2022**	**Thursday, August 18, 2022**	**Friday, August 19, 2022**	**Saturday, August 20, 2022**	**Sunday, August 21, 2022**
Residence Community Move In/ Welcome Week				**<u>3 Buses</u>** **8:30 AM to 5:00 PM** Campus core to the parking lots **<u>1 Bus</u>** **2:00 PM to 6:30 PM** Stadium Heights to Student Union (or University Dining Center (UDC)-TBD on meal location) and Preska bus stop **<u>1 Bus</u>** **2:00 PM to 6:30 PM** Stadium Heights to (either UDC or Student Union) and Preska bus stop	**<u>1 Bus</u>** **9:30 AM to 5:00 PM** Stadium Heights to Taylor Center and Student Union **<u>1 Bus;</u>** **7:00 PM to 12:30 AM** Stadium Heights to Student Union	**<u>1 Bus</u>** **9:30 AM to 4:00 PM** Stadium Heights to Student Union **<u>1 Bus</u>** **7:00 PM to 12:30 AM** Stadium Heights to Student Union	**<u>1 Bus</u>** **9:30 AM to 6:30 PM** Stadium Heights to Student Union and Preska bus stop
International Student Orientation Weekd	**<u>1 Bus</u>** **9:00 AM to 10:00 AM and 3:00 PM to 8:00 PM** Campus Loop stopping at Summit & Jacobs, Stadium Heights, The Grove at Mankato and Highland Apartments	**<u>1 Bus</u>** **7:30 AM to 10:00 AM and 3:00 PM to 6:00 PM** Campus Loop stopping at Summit & Jacobs, Stadium Heights, The Grove at Mankato and Highland Apartments	**<u>1 Bus</u>** **7:30 AM to 10:00 AM and 3:00 PM to 6:00 PM** Campus Loop stopping at Summit & Jacobs, Stadium Heights, The Grove at Mankato and Highland Apartments	**<u>1 Bus</u>** **7:30 AM to 10:00 AM and 3:00 PM to 6:00 PM** Campus Loop stopping at Summit & Jacobs, Stadium Heights, The Grove at Mankato and Highland Apartments	**<u>1 Bus</u>** **7:30 AM to 10:00 AM and 3:00 PM to 6:00 PM** Campus Loop stopping at Summit & Jacobs, Stadium Heights, The Grove at Mankato and Highland Apartments		

EXHIBIT 2
Stomper Express Cost Breakout Estimate

2022 Fall Semester							
Segment	**Hours Per Day**	**Operational Days**	**Total Hours**	**Cost Per Hour**	**Total Cost**	**MSU Share**	**CITY Share**
Residence Community Move in Week Monday, August 15 to Sunday, August 21, 2022	5	7	35	$105.00	$3,675.00	$3,675.00	$0.00
Monday - Wednesday	5	47	235	$105.00	$24,675	$24,150.00	$0.00
Thursday - Saturday	5	46	240	$105.00	$25,200	$13,387.50	$12,337.50
Fall Semester Total	**5**	**100**	**510**	**$105.00**	**$53,550**	**$41,212.50**	**$12,337.50**
2023 Spring Semester							
Segment	**Hours Per Day**	**Operational Days**	**Total Hours**	**Cost Per Hour**	**Total Cost**	**MSU Share**	**CITY Share**
Monday - Wednesday	5	50	245	$105.00	$25,725	$25,725.00	$0.00
Thursday - Saturday	5	50	250	$105.00	$26,250	$13,125.00	$13,125.00
Spring Semester Total	**5**	**100**	**495**	**$105.00**	**51,975**	**$38,850.00**	**$13,125.00**
2022/2023 Academic Year Totals							
	Hours Per Day	**Operational Days**	**Total Hours**	**Cost Per Hour**	**Total Cost**	**MSU Share**	**CITY Share**
Academic Year Totals	5	200	1,005	$105.00	$105,525.00	$80,062.50	$25,462.50

EXHIBIT 3

Bus Routes, Times and Dates, Page 1of 2

Bus Route	Hours of Bus Service	Dates of Bus Service	Dates of No Bus Service
Campus Express	Monday – Thursday, 6:00 PM - 10:00 PM Friday, 7:00 AM - 6:00 PM	August 22, 2022 through May 5, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Friday, January 6, 2023 Monday, January 16, 2023 Monday-Friday, March 6-10, 2023
Route 1A North	Monday – Thursday, 7:00 AM - 6:00 PM	August 22, 2022 through May 4, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Monday, January 16, 2023 Monday-Thursday, March 6-9, 2023
Route 1A South	Monday – Thursday, 7:00 AM - 6:00 PM	August 22, 2022 through May 4, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Monday, January 16, 2023 Monday-Thursday, March 6-9, 2023
Route 1B North	Monday – Friday 7:00 AM - 6:00 PM	August 22, 2022 through May 5, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Friday, January 6, 2023 Monday, January 16, 2023 Monday-Friday, March 6-10, 2023
Route 1B South	Monday – Thursday 7:00 AM - 6:00 PM	August 22, 2022 through May 4, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Monday, January 16, 2023 Monday-Thursday, March 6-9, 2023
Route 8 Campus Circulator	Monday – Friday 7:00 AM - 6:00 PM	August 22, 2022 through May 5, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Friday, January 6, 2023 Monday, January 16, 2023 Monday-Friday, March 6-10, 2023
Route 9 Morning Express	Monday – Friday 7:00 AM - 10:00 AM	August 22, 2022 through May 5, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Friday, January 6, 2023 Monday, January 16, 2023 Monday-Friday, March 6-10, 2023
Route 12 Nighttime Express	Monday – Thursday 6:00 PM – 10:00 PM	August 22, 2022 through May 4, 2023	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Friday, January 6, 2023 Monday, January 16, 2023 Monday-Friday, March 6-10, 2023

EXHIBIT 3 cont.
Bus Routes, Times and Dates

Route 33 Stomper Express	Monday – Saturday 6:00 PM – 11:00 PM	August 22, 2022 through May 5, 2023 (Last day of classes)	Monday, September 5, 2022 Thursday, November 24, 2022 Monday, December 12, 2022 through Monday, January 16, 2023 Monday-Friday, March 6-10, 2023
Campus Express, Route 1A North, Route 1A South, Route 1B South, Route 8 Campus Circulator, Route 9 Morning Express, Route 12 Nighttime Express, Route 33 Stomper Express bus schedules are identified and shown on Exhibit 4.			

EXHIBIT 4
Bus Schedule

MTS BUS SCHEDULES IN THE U-ZONE

(Minnesota State University, Mankato – Campus Area)

Fall, 2022 – Spring, 2023 Semester
August 22, 2022 – May 5, 2023

ALL ROUTES BEGIN AT THE TIME LISTED AND DEPART AT THE TIME AFTER THE HOUR LISTED IN THE TABLES

HOURS OF SERVICE 7:00 A.M. - 6:00 P.M.

MSU ROUTE 1A NORTH: MONDAY - THURSDAY

Departs CSU	College Station	The Grove D	The Grove C	The Grove B	The Grove A	Ville/ Vet Lawn	Arrive CSU
:10	:16	:17	:18	:19	:20	:24	:27
:30	:36	:37	:38	:39	:40	:44	:47
:50	:56	:57	:58	:59	:00	:04	:07

MSU ROUTE 1B NORTH: MONDAY - FRIDAY

Departs CSU	Stadium Heights	College Station	The Grove D	The Grove C	The Grove B	The Grove A	Campus Apts	Monks & Banning	Myers Field House	Arrive CSU
:20	:32	:36	:37	:38	:39	:40	:41	:42	:43	:46
:50	:02	:06	:07	:08	:09	:10	:11	:12	:13	:16

HOURS OF SERVICE 7:00 A.M. - 6:00 P.M.

MSU ROUTE 1A SOUTH: MONDAY - THURSDAY

Departs CSU	McElroy Shelter	Hampton Inn / Warren St.	Lot 20-23	The Quarters	Warren Drive Shelter	Lot 20-23	Arrive CSU
:00	:02	:03	:05	:13	:18	:20	:25
:10	:12	:13	:15	:43	:48	:50	:55

MSU ROUTE 1B SOUTH: MONDAY - THURSDAY

Depart CSU	McElroy Shelter	Hampton Inn / Warren St.	Lot 20-23	Campus Yard B	Campus Road A	The Quarters	Warren Dr. Shelter	Lot 20-23	Arrive CSU
:15	:17	:18	:20	:28	:29	:31	:36	:38	:43
:45	:47	:48	:50	:58	:59	:01	:06	:08	:13

HOURS OF SERVICE 7:00 A.M. - 6:00 P.M.

MSU CAMPUS EXPRESS: FRIDAY

Departs CSU	McElroy Shelter	The Grove A	The Grove B	The Grove C	The Grove D	Hiller Stadium	Hiller Quarters	Warren Dr. Shelter	Lot 20-23	Arrive CSU
:00	:02	:06	:07	:08	:09	:10	:13	:16	:18	:23
:30	:32	:36	:37	:38	:39	:40	:43	:46	:48	:53

HOURS OF SERVICE 6:00 P.M. - 10:00 P.M.

MSU CAMPUS EXPRESS: MONDAY - THURSDAY NIGHTTIME

Departs CSU	McElroy Shelter	The Grove A	The Grove B	The Grove C	The Grove D	Hiller Stadium	Hiller Quarters	Warren Dr. Shelter	Lot 20-23	Arrive CSU
:00	:02	:06	:07	:08	:09	:10	:13	:16	:18	:23
:30	:32	:36	:37	:38	:39	:40	:43	:46	:48	:53

MAVERICK SHUTTLE *ON-CAMPUS ONLY*

Monday-Friday 7am - 3:30pm

UZONE BUS FARE 50¢ WITHOUT MAVCARD

HOURS OF SERVICE 6:33 A.M. - 5:55 P.M.

CITY-WIDE ROUTE 6 BUS MONDAY - FRIDAY

Departs CSU	The Grove	Wal-Mart	River Hills Mall	The Grove at Mankato Apts.	Arrives CSU
:55	:03	:15	:27	:41	:53

HOURS OF SERVICE 10:00 A.M. - 10:00 P.M.

DOWNTOWN/MSU EXPRESS ROUTE 7 BUS MONDAY - FRIDAY

Hubbard Building (Riverfront Drive)	Nelson Hall MSU Campus
:10 / :40	:00 / :30

HOURS OF SERVICE MONDAY - FRIDAY 7:00 A.M. - 6:00 P.M.

MSU ROUTE 8 CAMPUS CIRCULATOR
DAYTIME PARKING LOT SERVICE

Departs CSU	McElroy Shelter	Dahlquist Drive B	Campus View	Summit Apts.	University Parking Lots 20-23	Arrive CSU
:10	:13	:14	:15	:20	:25	:28
:30	:33	:34	:35	:40	:45	:48
:50	:53	:54	:55	:00	:05	:08

HOURS OF SERVICE 7:00 A.M. - 10:00 A.M.

MSU ROUTE 9 MORNING EXPRESS MONDAY - FRIDAY

Nelson Shelter	Stadium Heights	Banning Lane	Monks Avenue	Nelson Shelter
:00	:05	:06	:10	:14
:20	:25	:26	:30	:34
:40	:45	:46	:50	:54

RED EYE SHUTTLE NIGHTTIME SERVICE
ON-CAMPUS ONLY

"Red Eye Shuttle" On-Campus circulator runs from 3:30 a.m. to 12:00 a.m. Sunday-Thursday and Sunday 3:00 a.m. to 11:00 a.m. with 12 pickup points. Only one Red Eye Shuttle will operate from 2:30 a.m. to 6:00 a.m. and 11:00 a.m. to 2:00 a.m. Route schedule may vary due to holidays, breaks, unexpected passenger count, traffic and road conditions due to inclement weather.

ALL BUSES ARE FREE WHEN YOU PRESENT YOUR MAVCARD. HAVE MAVCARD READY WITH PHOTO VISIBLE AND FORWARD

HOURS OF SERVICE 6:00 P.M. - 10:00 P.M.

ROUTE 12 NIGHTTIME MONDAY-THURSDAY

Departs CSU	Southwood Flats Apts.	James Ave & Fairfield St.	James Ave & Stadium Rd.	Summit Apts.	Stadium Heights	Monks Ave.	Arrives CSU
:02	:04	:07	:09	:13	:19	:23	:30
:32	:34	:37	:39	:43	:49	:53	:00

HOURS OF SERVICE 6:00 P.M. - 11:00 P.M.

STOMPER NIGHTTIME EXPRESS MONDAY-SATURDAY

Outbound	Bus Stop Location	Outbound	Bus Stop Location
:02	CSU	:59	CSU
:03	Julia Sears Complex	:56	Summit Apartments
:04	McElroy Complex	:53	Stadium Heights
:07	Warren/South Road	:50	The Grove
:09	Stadium Heights Apartments	44	Hoffman/Hilltop Apartments
:12	Summit Apartments		
:15	The Grove		
:20	Hoffman/Hilltop Apartments		
:25	Wal-Mart		
:27	Old Navy		
:28	HyVee		
:33	River Hills Mall		

HOURS OF SERVICE 10:00 A.M. - 4:00 P.M.

ROUTE 10 SUNDAY SERVICE

Departs Library Mall	Amsterdam Dorm Hall	Dahlquist & James Ave	Student Union	250 Library	The Grove at Mankato Ave.	Mankato Ave. & Monk Apts	Wal-Mart	River Hills Mall	Grove Plaza	Myers Fieldhouse & Mkto St	Arrives Library Mall
:00	:05	:10	:12	:13	:18	:23	:28	:35	:41	:46	:54	:00

ACCESSIBLE TRANSPORTATION

Mankato Transportation, The Network Mankato Program offers free accessible transportation to an individual with a disability living within three miles of the fixed route bus routes. Transportation will be provided to and from points within the City of Mankato and Minnesota State University, Mankato. Transportation will be provided during the same days and hours as the fixed route bus routes. Transportation is also provided to and from points within the City of Mankato and Minnesota State University, Mankato, which are within ¾ of a mile of the fixed route bus routes, upon request. To request transportation, call the Network Mankato Program at 507-625-4141 or 800-465-5000. Visit www.mankatotransit.com for more information.

TITLE VI NOTICE AND COMPLAINT PROCEDURE

Title VI Notice to Public

It is the Mankato Transit System's policy to assure that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Mankato Transit System receives Federal financial assistance.

Contact Us

Send an email to: MTS@mankato.com or

Phone: 507 or 507-387-6172

Mail:

Attention: Director of Transportation, Planning Services

10 Civic Center Plaza

Mankato, MN 56001-5190

U-ZONE BUS ROUTES

Fall 2022– Spring 2023

CAMPUS BUS ROUTES

IMPORTANT DATES

Monday, Aug. 15	Stomper Nighttime Express
Monday, Aug. 22	Fall semester classes begin – Off-Campus and Campus Circulator begin service at 7:00 a.m.
Monday, Sept. 5	Labor Day – No Bus Service
Thursday, Nov. 24	Thanksgiving Holiday – No Bus Service
Friday, Nov. 25	No Off-Campus and Campus Circulator (Except Stomper Express)
Friday, Dec. 9	Last day of Fall Semester – Last day of Off-Campus and Campus Circulator Service
Monday, Jan. 9	Spring semester classes begin – Off-Campus and Campus Circulator begin service at 7:00 a.m.
Monday, Jan. 16	Martin Luther King, Jr. Day – No Bus Service
Monday, Mar 6 Friday, Mar. 10	Spring Break – No Off-Campus and Campus Circulator. (Except Stomper Express)
Friday, May 5	Last day of Spring Semester – Last day of Off-Campus and Campus Circulator

***No Stomper Express Service:**

- Monday, January 16, 2023
- Friday, May 5 - Sunday August 20, 2023

Bus and shuttle services are provided through a partnership between the City of Mankato and Minnesota State Mankato Student Association/ Senate and Transportation and Parking Program. The Green Transportation Fee is the primary funding source.

1-800-465-5000 MTS MANKATO TRANSIT SYSTEM

MINNESOTA STATE UNIVERSITY MANKATO

MANKATO Leading the way...

DEPARTMENT OF TRANSPORTATION

EXHIBIT 4

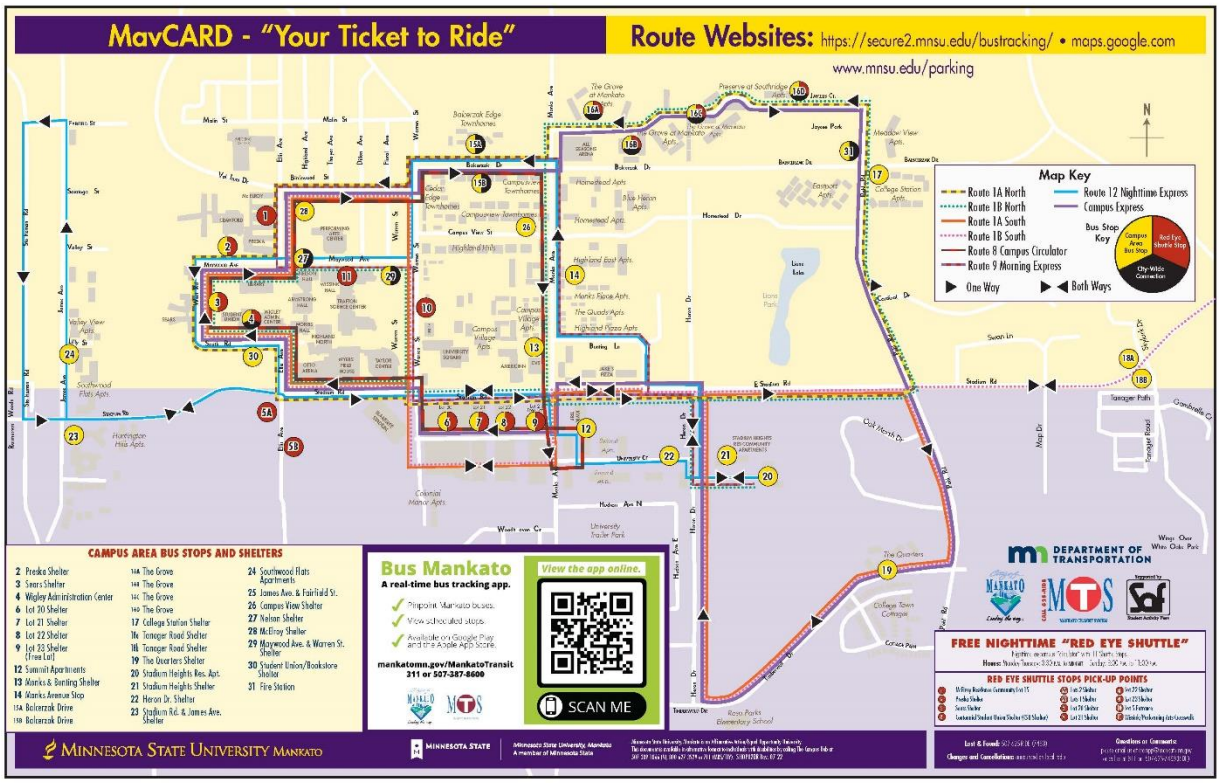
MavCARD - "Your Ticket to Ride"
Route Websites: https://secure2.mnsu.edu/bustracking/ • maps.google.com
www.mnsu.edu/parking
Map Key
Route 1A North
Route 1B North
Route 1A South
Route 1B South
Route 8 Campus Circulator
Route 9 Morning Express
Route 12 Nighttime Express
Campus Express
Bus Stop Key
Campus Area Bus Stop
Red Eye Shuttle Stop
City-Wide Connection
One Way
Both Ways
CAMPUS AREA BUS STOPS AND SHELTERS
Bus Mankato
A real-time bus tracking app.
Pinpoint Mankato buses.
View scheduled stops.
Available on Google Play and the Apple App Store.
mankatomn.gov/MankatoTransit
311 or 507-387-8600
View the app online.
SCAN ME
DEPARTMENT OF TRANSPORTATION
FREE NIGHTTIME "RED EYE SHUTTLE"
RED EYE SHUTTLE STOPS PICK-UP POINTS
MINNESOTA STATE UNIVERSITY MANKATO
MINNESOTA STATE

EXHIBIT 5
Resolution

EXHIBIT 6

Exhibit 6 - 2022-23 Bus Contract Cost Estimates - 6/22/22 Revised

FALL SEMESTER 2022 - 77 Days 75 Class Days + 1 Day Classes Not in Session (Wednesday, November 23, 2022).	Campus Express Nighttime — Wigley, McElroy, Briargate, Southridge, Meadow View, The Quarters/College Town, Heron Drive, Lots 20-23 — 23 Minutes (1)	Route #1A North — CSU, College Station, Southridge, Briargate, Ellis — 17 Minutes (2)	Route #1A South — Wigley, McElroy, Maywood/Warren, Lots 20-23, The Quarters/College Town, Heron Drive, Lots 20-23 — 25 Minutes (3)	Route #1B North — CSU Shelter, Stadium Heights, College Station, Southridge Apts., Briargate Apts, Monks Ave, Myers Field House — 26 Minutes (4)	Route #1B South — Wigley, McElroy, Maywood /Warren, Lots 20-23, Tanager Rd., The Quarters/College Town, Heron Drive, Lots 20-23 — 28 Minutes (5)	Route #8 Campus Circulator — Campus Core, Summit, Lots 20-23, Wigley — 18 Minutes (6)	Route #9 Morning Express — Nelson Hall, Stadium Heights, Monks, Nelson Hall — 14 Minutes (7)	Route #12 Nighttime Express — CSU, Southwood Terrace, James Avenue, Summit, Stadium Heights, Monks — 28 Minutes (8)	Route #33 Stomper Express Nighttime — Student Union, Wal-Mart, Old Navy, HyVee, River Hills Mall — 60 Minutes (9)	Loss Revenue to City — Loss Revenue to City because of MavCard Use beyond U-Zone (e.g. North Mankato, Mankato) (10)	Fall Semester 2022 Estimated Totals (11)
Campus Express Nighttime											
165 Hours = 15 Fridays x 11 hrs. (7 AM to 6:00 PM Fridays)	165.0										165.00
248 Hours = 62 Days x 4 hrs (6:00 PM to 10:00 PM Monday-Thursday) - Includes Wednesday 11/23/22, a non-class day.	248.0										248.0
Subtotal	413.0										413.0
Route 1A North, Route 1A South, Route 1B South											
2,046 Hours = 62 Days x 11 hrs. x 3 routes (7:00 AM to 6:00 PM Monday-Thursday)		682.0	682.0		682.0						2,046.0
Route 1 B North											
847.0 Hours = 77 Days x 11.0 hrs. (7:00 AM to 6:00 PM Monday - Friday)				847							847.0
Route 8 - Parking Program's Campus Circulator											
165.0 Hours = 15 Fridays x 11.0 hrs. (7:00 AM to 6:00 PM Fridays)						165.0					165.0
682 Hours = 62 Days X11 hrs. (7:00 AM to 6:00 PM Monday - Thursday)						682.0					682.0
Subtotal						847.0					847.0
Route 12 - James Avenue Nighttime Service - Student Union; James Ave., Stadium Heights											
248.0 Hours = 62 Days x 4.0 hrs (6:00 PM to 10:00 PM Monday - Thursday)								248.0			248.0
Route 33 - Stomper Express - No Service 9/5/22, 11/24/22, 12/11/22 1/06/23, 1/16/23											
510 Hours = 102 Days x 5 Hours - Stomper Starts 8/13/22 Saturday (6:00 PM to 11:00 PM Monday - Saturday)									510.0		510.0
Route 9 - Stadium Heights/Monks/Nelson - 7:00 AM - 10 AM Mon-Fri - 77 days x 3 hrs = 231.0 hrs							231.0				231.0
2022-23 Fall Semester Projected Total Hours	413	682.0	682.0	847.0	682.0	847.0	231.0	248.0	510.0		5,142.0
2022-23 Per Hour Rate Charge	$103	$103	$103	$103	$103	$103	$103	$103	$103		$103
Fall Semester Grand Total of Estimated Bus Lease Charges	$ 42,539	$ 70,246	$ 70,246	$ 87,241	$ 70,246	$ 87,241	$ 23,793	$ 25,544	$ 52,530		$ 529,626
Less Est. State Aid funding (Applies roughly 60% of Campus Express, Route 1 North and South Only)	$ (17,430)	$ (46,367)	$ (46,267)	$ (36,752)	$ (46,267)	$ (29,845)	$ (8,140)	$ (8,711)	$ (11,361)		$ (251,040)
Less Additional State Aid Supplemental (e.g. CARES Act, etc.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Less City of Mankato Funds (Applies to Stomper Nighttime Express Route 33 Only, 25% of the Bill)									$ (11,360)		$ (11,360)
Less $1.50 Fares (Non-MavCard Holders)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Less Estimated Bus Advertising Receipts	$ (900)	$ (576)	$ (576)	$ (576)	$ (576)	$ (1,120)	$ (1,120)	$ (1,120)	$ (1,900)		$ (7,844)
Contract Related Buss Fare Revenue Loss Offset -										$ 7,500	Not Applicable
Estimate - Fall Semester Bill Owed City of Mankato	$ 24,221	$ 23,403	$ 23,403	$ 49,913	$ 23,403	$ 56,276	$ 14,533	$ 15,713	$ 28,509	$ 7,500	$ 266,874

SPRING SEMESTER 2023 - 82 Days	Campus Express Nighttime — Wigley, McElroy, Briargate, Southridge, Meadow View, College Town, Heron Drive, Lots 20-23 — 23 Minutes (1)	Route #1A North — CSU, College Station, Southridge, Briargate, Ellis — 10 Minutes (2)	Route #1A South — Wigley, McElroy, Maywood/ Warren, Lots 20-23, College Town, Heron Drive, Lots 20-23 — 25 Minutes (3)	Route #1B North — CSU Shelter, Stadium Heights, College Station, Southridge Apts., Briargate Apts, Monks Ave, Myers Field House — 25 Minutes (4)	Route #1B South — Wigley, McElroy, Maywood /Warren, Lots 20-23, Tanager Rd., The Quarters, Heron Drive, Lots 20-23 — 20 Minutes (5)	Route #8 Campus Circulator — Campus Core, Summit, Lots 20-23, Wigley — 10 Minutes (6)	Route #9 Morning Express — Nelson Hall, Stadium Heights, Monks, Nelson Hall — 14 Minutes (7)	Route #12 Nighttime Express — CSU, Southwood Terrace, James Avenue, Summit, Stadium Heights, Monks — 20 Minutes (8)	Route #33 Stomper Express Nighttime — Student Union, Wal-Mart, Old Navy, HyVee, River Hills Mall — 60 Minutes (9)	Loss Revenue to City — Loss Revenue to City because of MavCard Use Beyond U-Zone (e.g., North Mankato, Mankato) (10)	Spring Semester 2023 Estimated Totals (11)
Route 1 - Campus Express											
187 Hours = 17 Fridays x 11.0 hrs. (7:00 AM to 6:00 PM Friday)	187.0										187.0
260 Hours = 65 Days X4 hrs. (6:00 PM to 10:00 PM Monday - Thursday)	260.0										260.0
Subtotal	447.0										447.0
Route 1A North, Route 1A South, Route 1B South											
2,145 Hours = 65 Days x 11 hrs. x 3 Routes (7:00 AM to 6:00 PM Monday-Thursday)		715.0	715.0		715.0						2,145.0
Route 1 B North											
902 Hours = 82 Days x 11.0 hrs. (7:00 AM to 6:00 PM Monday - Friday)				902.0							902.0
Route 8 - Parking Program's Campus Circulator											
187 Hours = 17 Fridays x 11.0 hrs. (7:00 AM to 6:00 PM Friday)						187.0					187.0
715 Hours =65 Days x11 hrs. (7:00 AM to 6:00 PM Monday - Thursday)						715.0					715.0
Subtotal						902.0					902.0
Route 12 - James Avenue/Stadium Heights/Monks Nighttime Service											
260 Hours = 65 Days x 4.0 hrs (6:00 PM to 10:00 PM Monday - Thursday)								260.0			260.0
Route 33 - Stomper Express - No Service 9/5/22, 1/16/23, After 5/05/23											
495 Hours = 99 Days x 5 Hours (6:00 PM to 11:00 PM Monday - Saturday) Includes Spring Break March 6-March 10, 2023.									495.0		495.0
Route 9 - Stadium Heights/Monks/Nelson											
237 Hours = 79 Days x 3 Hours - 7:00 AM - 10:00 AM Monday - Friday							237.0				237.0
Total Hours	447.0	715.0	715.0	902.0	693.0	902.0	237.0	260.0	495.0		5,366.0
2022-23 Per Hour Rate Charge	$103	$103	$103	$103	$103	$103	$103	$103	$103		$103
Spring Semester Grand Total of Estimated Bus Lease Charges	$ 46,041	$ 73,645	$ 73,645	$ 92,906	$ 71,379	$ 92,906	$ 24,411	$ 26,780	$ 50,985		$ 552,698
Less Est. State Aid funding (Applies roughly 60% of Campus Express, Route 1 North and South Only)	$ (18,240)	$ (47,784)	$ (47,784)	$ (38,303)	$ (47,784)	(21,023)	(8,461)	(8,536)	(11,475)		$ (259,750)
Less Additional State Aid Supplemental											
Less City of Mankato Funds (Applies to Stomper Express Route 33 Only, 25% of the Bill)									$ (11,475)		$ (11,475)
Less $1.50 Fares (Non-MavCard Holders)	$ (75)	$ (150)	$ (150)	$ (150)	$ (150)	$ (300)	$ (9)	$ (15)	$ (150)		$ (1,149)
Less Estimated Bus Advertising Receipts	$ (750)	$ (750)	$ (750)	$ (750)	$ (750)	$ (750)	$ (750)	$ (750)	$ (500)		$ (6,500)
Contract Related Buss Fare Revenue Loss Offset -										$ 7,500	$ 7,500
Estimate - Spring Semester Bill Owed City of Mankato	$ 26,960	$ 24,961	$ 24,961	$ 53,803	$ 22,695	$ 60,833	$ 15,191	$ 17,019	$ 27,385	$ 7,500	$ 281,316
Total Owed City	$ 51,189	$ 48,364	$ 48,364	$ 103,716	$ 46,098	$ 117,109	$ 29,724	$ 32,732	$ 55,894	$ 15,000	$ 548,190
2022-23 Finance Plan											
#331010 - MSU Green Transportation Fee Total	$ 51,189	$ 48,364	$ 48,364	$ 103,716	$ 46,098	$ 84,949	$ -	$ 9,820		$ 7,500	$ 400,000
#337870 - MSU Parking Fund Offset Total	$ -	$ -	$ -		$ -	$ 32,160	$ -			$ 7,500	$ 39,660
#302810 - Residential Life Contribution Total	$ -	$ -	$ -	$ -	$ -		$ 29,724	$ 22,912			$ 52,636
#214040 - MSU General Operating Fund Total Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,894		$ 55,894
#337870 - Loss Revenue Offset All-City Bus Riders Using MavCard Free Ride	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Total Finances	$ 51,389	$ 48,364	$ 48,364	$ 103,716	$ 46,098	$ 117,109	$ 29,724	$ 32,732	$ 55,894	$ 15,000	$ 548,190

revised 6/22/22

C:\Users\qr7536pa\Desktop\FY23 Bus Contract\Exhibit 6 FY23 City Bus Contract Estimates -Draft 03.23.22

EXHIBIT 6
UNIVERSITY agrees to pay the CITY

Dates	**Amount Due**
Fall Semester 2022, due Friday, March 10, 2023	**$264,565 (estimate)**
Spring Semester 2023, due Friday, July 1, 2023	**$270,581 (estimate)**
TOTAL	**$535,146 (estimate)**

EXHIBIT 7

2021 Minnesota Statutes

466.04 MAXIMUM LIABILITY.

Subdivision 1. **Limits; punitive damages.**

(a) Liability of any municipality on any claim within the scope of sections 466.01 to 466.15 shall not exceed:

(1) $300,000 when the claim is one for death by wrongful act or omission and $300,000 to any claimant in any other case, for claims arising before January 1, 2008;

(2) $400,000 when the claim is one for death by wrongful act or omission and $400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;

(3) $500,000 when the claim is one for death by wrongful act or omission and $500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;

(4) $750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;

(5) $1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;

(6) $1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;

(7) $1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;

(8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under sections 115B.01 to 115B.15 or under any other law; or

(9) $1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality.

(b) No award for damages on any such claim shall include punitive damages.

Subd. 1a. **Officers and employees.**

The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also is employed in the profession for compensation by a person or persons other than the municipality.

Subd. 1b. **Total claim.**

The total liability of the municipality on a claim against it and against its officers or employees arising out of a single occurrence shall not exceed the limits set forth in subdivision 1.

Subd. 2. **Inclusions.**

The limitation imposed by this section on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort.

Subd. 3. **Disposition of multiple claims.**

Where the amount awarded to or settled upon multiple claimants exceeds the applicable limit under subdivision 1, paragraph (a), clauses (4) to (9), any party may apply to any district court to apportion to each claimant a proper share of the total amount limited by subdivision 1. The share apportioned each claimant shall be in the proportion that the ratio of the award or settlement made to each bears to the aggregate awards and settlements for all claims arising out of the occurrence.

https://www.revisor.mn.gov/statutes/cite/466.04