

REQUEST FOR COUNCIL ACTION

Date: November 30, 2015
Item No.: 14.e

Department Approval



City Manager Approval



Item Description: Transit Shelter Franchise Discussion

BACKGROUND

In April of 2005 the Roseville City Council adopted Ordinance No.1317 Granting a Non-Exclusive Transit Stop Shelter Franchise to Transtop Minnesota, Inc. subject to the terms, conditions and requirements of Chapter 1207 of the Roseville City Code (see Attachment A).

This franchise agreement together with Chapter 1207 of the City Code, provides for the right for the franchisee to erect and maintain transit shelters at several locations within the City of Roseville. The 20 locations were recommended by the Public Works, Environment, and Transportation Commission in 2005 and were approved by the City Council at the same time the franchise was granted. The agreement established a ten year term with two five year extension options.

Since that time, Transtop Minnesota, Inc., has been purchased by CBS Outdoors and then this division was spun off into a separate company, OutFront Media. The franchise agreement has remained valid through this transition and the responsible company has kept up with the required maintenance.

For the past ten years this arrangement has worked relatively well, and the City has received several thousand dollars per year in additional revenue as stipulated in the franchise agreement. There have been times where the City has had to notify the franchisee of required maintenance after receiving complaints from the public, but the response time was generally satisfactory. As the term of the franchise was nearing expiration, the City did not have reasons to deny an extension as provided in the franchise agreement.

Earlier this year, OutFront Media lost business in adjacent Cities for similar services and therefore began a discussion with the City about the possibility of not extending the agreement. The discussions seemed to be heading towards a “trial” extension whereby OutFront would attempt to perform the required maintenance with a smaller work force, but recently they have given formal notice that they will not be extending the franchise agreement and are therefore looking for a resolution to the transfer of ownership for the transit shelters.

OutFront has offered the shelters to us at a purchase price of \$1000 per shelter. For the 20 shelters that would be \$20,000. If we were to purchase the shelters out right the City would need to identify a funding mechanism to pay for the ongoing maintenance of the shelters, including snow removal, trash pick-up, general cleaning, and structure maintenance. We could offer to purchase a reduced number of the shelters as well. The Public Works, Environment and Transportation Commission plans to have a short discussion of this item at their November

meeting and may discuss which shelters should be a higher priority based on the number of boarding's at the stop.

OutFront has had discussions with Metro Transit about selling the shelters to them in the event the City did not want to purchase them. Staff has followed up on this and learned that Metro Transit does not have any interest in purchasing the shelters.

Metro Transit has faced considerable criticism and scrutiny over the past few years about where transit shelters have been installed in the past. The criticism centers around the fact that many of the locations with shelters located in more affluent areas of the Metro had lower ridership than bus stops within low income areas without shelters. Metro Transit has since adopted more detailed guidance on where shelters will be installed (see Attachment C which was printed from the Metro Transit web site).

Given this, there is no guarantee that if the existing shelters are removed that we could expect to see Metro Transit installed shelters at these locations in the future. Additionally, even if Metro Transit were to someday install some shelters in the City, they currently do not provide snow removal or trash service at their shelter locations which would be a dramatic difference in the level of service currently experienced at our existing shelters.

Please also note the 20 shelters referenced above and shown on the attached map include two shelters at Snelling Ave and County Road B. Those shelters have been removed in anticipation of the new enhanced stations that are being installed for the A Line Bus Rapid Transit (BRT) service along Snelling Ave that will be in operation next year. Construction on those stations just recently started. If the franchise agreement had remained active, the City would have worked with the PWET Commission and the City Council to identify two new locations for those shelters. Currently the shelters are being stored in the Public Works Maintenance Yard.

DISCUSSION

Staff will present this information along with some more detailed information on this program and the possible outcomes at the Council meeting. We are seeking direction from the City Council on what to do with the shelters given that the franchise arrangement no longer seems sustainable. To review, staff is presenting two options to consider:

1. Allow the franchise agreement with OutFront Media to expire and, as per the terms of the agreement, require them to remove the shelters and restore the sites to the previous condition or a negotiated final condition (i.e. leave the concrete pads in place).
2. Purchase the shelters (all or some) from OutFront Media and leave the shelters in place. In order to fund the maintenance of the shelters release a Request for Proposals to sell advertising on the shelters and collect revenue from those advertisement sales. The advertisement sales would also be used to offset the purchase price over time.

Staff has contacted a separate advertisement firm to discuss their interest in taking over the franchise agreement. This firm, Intersection, which recently won the contract to provide advertisements on Metro Transit vehicles and stations, indicated they would not be interested in assuming the same ownership and maintenance responsibilities but would be interested in selling the ad space and sharing the revenues. OutFront Media also indicated they would be interested in that service. Therefore staff anticipates we would receive at least two proposals if we were to issue an RFP.

75 **FINANCIAL IMPLICATIONS**

76 Based on the Council’s direction to staff, the City may incur a cost of up to \$20,000 to purchase
77 the transit shelters. It is recommended that the Engineering Services fund be used to fund the
78 purchase of the shelters if so desired. This fund receives revenue from right-of-way and erosion
79 control permits as well as fees for engineering services provided to the City of Falcon Heights
80 and funds the Right-of-Way Coordinator position and part of the Civil Engineer position in the
81 Public Works Department. The fund would be repaid with future revenues from advertisement
82 sales over a period of time.

83 **STAFF RECOMMENDATION**

84 Receive presentation and provide direction to staff.

85 **REQUESTED COUNCIL ACTION**

86 Provide direction to staff on whether or not to purchase the 20 transit shelters from OutFront
87 Media.

88

Prepared by: Marc Culver, Public Works Director

Attachment A: City Code Chapter 1207

Attachment B: Transit Shelter Locations Map

Attachment C: Metro Transit Guidelines for Shelter Placement

Attachment D: Shelter Ridership Map

CHAPTER 1207

NON EXCLUSIVE TRANSIT STOP SHELTER FRANCHISE

SECTION:

- 1207.01: Statutory Authority
- 1207.02: Rights and Privileges of Franchisees
- 1207.03: Scope of Franchise
- 1207.04: Term-Renewal
- 1207.05: Commencement of Term
- 1207.06: Area
- 1207.07: Police Powers
- 1207.08: Other Franchises
- 1207.09: Notices
- 1207.10: Basic Service Installation Schedule & Design
- 1207.11: Maintenance
- 1207.12: Advertising
- 1207.13: Locations
- 1207.14: Alteration of Services
- 1207.15: Fee for Franchise-Minimum Fee
- 1207.16: Accounts and Records
- 1207.17: Insurance and Security
- 1207.18: Indemnification
- 1207.19: City Responsibilities
- 1207.20: Reserved
- 1207.21: Assignment or Transfer
- 1207.22: Performance Bond or Optional Letter of Credit
- 1207.23: Removal of Shelter
- 1207.24: Public Works to Regulate Installation
- 1207.25: Forfeiture
- 1207.26: Disposition of Shelters on Expiration of Franchise
- 1207.27: Nondiscrimination
- 1207.28: Severability
- 1207.29: Incorporation into Roseville City Code

Purpose:

The City desires to implement a program (the “Transit Shelter Program”) pursuant to which illuminated transit shelters will be installed and maintained in compliance with this Franchise Ordinance at certain transit stop sites to be identified from time to time by the City, Transit Authority, and franchisees. The City desires to engage the services of franchisees with respect to the Transit Shelter Program upon the terms, covenants and conditions hereinafter set forth.

1207.01: STATUTORY AUTHORITY:

Acting pursuant to the authority granted to the City of Roseville by the Minnesota State Legislature pursuant to Minnesota Statutes, Section 160.27, Subdivision 2, the Council of the City of Roseville does hereby adopt a nonexclusive transit stop shelter franchise procedure subject to all the terms and conditions set forth in this franchise ordinance.

1207.02: RIGHTS AND PRIVILEGES OF FRANCHISEES:

Any franchise granted by the City under this Ordinance shall grant to the franchisee the right to install, repair, and maintain transit shelters with affixed advertising, at active transit stop sites within the City of Roseville, on any street, and county road and state highway right-of-way with proper permits, at the franchisee's sole cost and expense for the convenience and comfort of persons waiting for transit. The transit shelters and advertising displayed thereon shall be subject to the limits and conditions set forth in this franchise ordinance as may be amended from time to time by the City.

1207.03: SCOPE OF FRANCHISE:

Upon adoption of an ordinance granting a franchise to a particular franchisee and execution of the acceptance thereof by the franchisee, the franchisee shall be bound by all the terms and conditions contained herein. The franchisee shall also provide all services set forth in its application and by its acceptance of the franchise. In the event of a conflict between the application made by the franchisee and the provisions of this ordinance, that provision which provides the greatest benefit to the City in the opinion of the City Council shall prevail.

1207.04: TERM-RENEWAL:

The franchise shall remain in full force and effect for an initial period as specified by the grant of the franchise. The initial period shall not exceed ten (10) years; provided, however, that the City may revoke the franchisee's right to use or occupy any portion of any street, alley, right-of-way or other City property. The franchisee may be granted by the City the option to extend the franchise on such terms and conditions as may be mutually acceptable to the City and the franchisee, for up to two (2) additional terms. Each additional term shall be one-half the length of the initial term. The franchisee may exercise each extension option by providing written notice of such exercise to the City within sixty (60) days prior to the end of the then current term of the franchise. Notwithstanding the foregoing, the franchisee shall not have the right to exercise an extension option while an uncured default by it exists with respect to this ordinance.

1207.05: COMMENCEMENT OF TERM:

The franchise term shall commence with the effective date of the ordinance granting a specific franchise; provided, that the franchisee has filed within thirty (30) days after publication of this ordinance a written acceptance hereof with the City Manager in such form as the City Attorney may approve; and provided, that a bond or letter of credit as specified in Section 22 hereof and the evidence of comprehensive liability insurance, which are required by this ordinance, shall have been approved and have been filed with the City Manager within ninety (90) days after the grant of the franchise.

1207.06: AREA:

A franchise is granted for the area of the City of Roseville, as it exists and as its borders may from time to time be changed, as is specified in the franchisee's proposal and the ordinance granting the specific franchise.

1207.07: POLICE POWERS:

In accepting a franchise, the franchisee acknowledges that its rights hereunder are subject to the police power

of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

1207.08: OTHER FRANCHISES:

Transit stop shelters with advertising displayed thereon shall only be allowed to occupy or use a right-of-way of any street or highway within the City of Roseville with and under the terms of a franchise as granted to a particular franchisee. This shall apply to shelters constructed by Metro Transit only if the Council specifically determined to make this ordinance applicable to Metro Transit. The City may grant franchises to multiple persons during the term of this franchise, subject to the provisions of this ordinance regarding number and placements of such shelters, and locations as identified in the ordinance granting the franchise. (Ord. 1318, 04-11-2005)

1207.09: NOTICES:

All notices from the franchisee to the City as required by this franchise ordinance shall be to the Director of the Department of Public Works unless otherwise stated herein. The franchisee shall maintain throughout the term of the franchise a local office and address for service of notices by mail. The franchisee shall also maintain with the City a local office and telephone number for the conduct of matters related to this franchise open during normal business hours. The franchisee will provide an emergency phone number for response after normal business hours. (Ord. 1318, 04-11-2005)

1207.10: BASIC SERVICE, INSTALLATION SCHEDULE & DESIGN:

Franchisees shall furnish, install, repair and maintain safe, clean and attractive illuminated transit shelters with revenue generating advertisements. In connection therewith, franchisees shall provide all materials, supplies, equipment, services and personnel at their sole cost and expense without any cost or expense to the City. All transit shelters shall: (i) be installed within one hundred eighty (180) days of the City's issuance of the applicable permits and licenses, (ii) contain inside lighting to illuminate the inner area of each shelter from dusk to dawn; and (iii) be equipped with a minimum of one bench and one trash receptacle to be emptied on a regular basis by the franchisee. The design of the transit shelters and site plan with improvements therein shall be submitted to and approved by the Public Works Director. The maximum size of a shelter shall be ten (10) feet in height, fourteen (14) feet in length, and five (5) feet in width erected upon a concrete pad of a size approved by the Public Works Director. The length of a shelter shall be determined by the Public Works Director and shall be dependent upon the number of buses or vehicles and users that frequent the bus stop. The franchisee shall meet all local, state and federal requirements applicable to bus shelters, their placement, and their use for public transit services. (Ord. 1318, 04-11-2005)

1207.11: MAINTENANCE:

Franchisees shall maintain all shelters to the reasonable satisfaction of the Director of Public Works as set out below. The transit shelters shall be maintained a minimum of once a week or more frequently and on an as needed basis based on specific site needs at the discretion of the Director of Public Works with such maintenance to include sweeping, cleaning, emptying trash receptacles, picking-up litter/debris about the shelter, removing graffiti/stickers, removal of ice and snow from sidewalks constructed by the Franchisee leading to public sidewalks in a manner such that each shelter shall be fully accessible within 12 hours of a snow fall or other weather event. Franchisees shall power-wash the shelters and sidewalks at least once each month, weather permitting.

Franchisees shall inspect each shelter a minimum of once a week, or more frequently and on an as needed basis, based on specific site needs for any damaged or broken parts or burned-out lighting fixtures and franchisees shall repair or replace damaged or broken parts and burned-out lighting fixtures within forty-eight (48) hours after they become aware of the damage, breakage, or burn-out, or at the time of weekly

maintenance, whichever is sooner. (Ord. 1318, 04-11-2005)

1207.12: ADVERTISING:

Each transit shelter installed by franchisees shall contain panels for advertising displays as specified in the franchisee's proposal and ordinance granting the particular franchise. Such displays shall be used solely for advertising materials and/or public service announcements. Franchisees shall use their best reasonable efforts to obtain revenue-generating advertisements for the advertising display panels, except where unsold advertising panels shall be available for City use on a space-available basis, and the City will provide the posters to the Franchisee for posting in the shelters.

Advertising size and placement shall be as follows: The shelter signage may be up to two (2) four (4) feet by six (6) feet advertising panels in a 2-sided display affixed to the end wall of the shelter (or parallel to the road on a narrow right of way application) and perpendicular to the roadway curb or edge viewable from one or both ends of the shelter. Signage on shelters shall require permits as required by Chapter 703.05 of this code. (Ord.1349, 5-21-2007)

Except with respect to the quarterly fee payable to the City pursuant to Section 15 hereof, franchisees shall have the right to retain all revenues generated from the advertising displays on all transit shelters. Under no circumstances shall any advertising display contain indecent or vulgar pictures, graphics or language or include advertising for any alcohol or tobacco products. Franchisees shall not display advertising relating to contraception, pornography, politics or religion. Franchisees shall remove within forty-eight (48) hours after their receipt of the City's written notification requesting such removal, any advertisements which the City in its reasonable discretion deems to be offensive to the Community, or in conflict with the City's health, safety and welfare concerns. In the event that a franchisee fails to remove such advertisements within such forty-eight (48) hour period, the City may remove the materials at the franchisee's sole cost and expense. (Ord. 1318, 04-11-2005)

1207.13: LOCATIONS:

Location of Transit Shelters: A franchisee shall erect transit shelters at those locations that are mutually agreed upon by the City and the franchisee, but only after a permit is approved by the Public Works Director. The Public Works Director shall determine the location of shelters based on need, and so as to assure that shelters do not unnecessarily impede pedestrian traffic, or line of sight and traffic safety. All transit shelters shall be erected on public rights-of-way, or private property with written authorization from the property owner(s), and shall be subject to all rules, regulations and ordinances governing the use of such rights-of-way. Prior to erecting any such shelters at any locations, the franchisee shall secure any necessary approval and/or zoning variance that may be required from any governmental entity. The Public Works and Transportation Commission will review site applications of the franchisee and hold a hearing for public input regarding proposed locations.

1207.14: ALTERATION OF SERVICES:

In the event that the City desires at any time to alter or change the nature or character of the services to be provided by the franchisee and such alteration or change materially increases the costs and expenses to be incurred by the franchisee or materially reduces the advertising revenues that can be generated by the franchisee, such alterations or changes shall not be effective until the City and the franchisee have mutually agreed to and executed an amendment to this Franchise Ordinance, which amendment may include an adjustment to the City's fee under Section 15 hereof.

1207.15: FEE FOR FRANCHISE-MINIMUM FEE:

In consideration of the award of the franchise by the City, franchisees shall pay the City a fee based upon the annual gross revenue collected that the franchisee derives from advertising on shelters located within the

City in accordance with the terms of the ordinance granting the franchise and as follows:

Payments and a quarterly report on operations and revenue shall be made thirty (30) days after the close of each quarter of the year. The “gross revenue” as used in this ordinance shall mean all advertising revenue derived directly or indirectly by the franchisee, its affiliates, subsidiaries, a parent company or corporation or any person in which the franchisee has a financial interest, from or in connection with the operation of the franchise prior to any deduction; provided, however, that this shall not include any taxes on services furnished by the franchisee herein imposed directly upon any advertiser by the City, state or other governmental unit and collected by the franchisee on behalf of said governmental unit.

1207.16: ACCOUNTS & RECORDS:

A franchisee shall keep books of accounts and records of all transactions and costs incurred in connection with the purchase, manufacture and installation of the shelters and advertising on shelters, showing all financial transactions including receipts and disbursements and the particulars thereof in a form satisfactory to the City of Roseville Finance Director. Such books and records shall be available to the City for inspection any time during normal business hours upon forty-eight (48) hours prior written notice thereof to the franchisee. All such books and records shall be retained by the franchisee for a minimum of five (5) years.

Franchisees shall file annually with the City no later than one hundred twenty (120) days after the end of the franchisee’s fiscal year, a copy of a financial report applicable to the Roseville Transit Shelter System, including an income statement relating to its operations during the fiscal year and a balance sheet, both of which shall be certified as correct by an independent certified public accountant, and a statement of its properties, equipment and facilities which are located upon the streets, highways and public places within the City giving its investment in such facilities on the basis of original cost, less applicable depreciation. These reports shall be certified as correct by an authorized officer of the franchisee and shall be submitted along with such other reasonable information as the City shall request with respect to the franchisee’s facilities and expenses related to its transit stop shelter system operations within the City.

Franchisees shall also file with the City Manager copies of their articles of incorporation, bylaws, agreements with any other person relating to the ownership of the transit stop shelter system, and amendments of such documents as they become effective.

1207.17: INSURANCE AND SECURITY:

Franchisees shall procure and maintain at their own cost the following insurance coverage:

- a) Workers compensation insurance in accordance with the Minnesota Workmen’s Compensation Act.
- b) Commercial general liability insurance with minimum limits of \$150,000 per person and \$1,000,000 per occurrence.
- c) Comprehensive automobile liability insurance with minimum limits for bodily injury and property damage of \$150,000 per person and \$1,000,000 per occurrence.

The foregoing insurance coverage shall be procured and maintained with insurers that are reasonably acceptable to the City. The liability insurance policies shall be endorsed to include the City as an additional insured. If the above limits are less than those specified in Minn. Stat. Ch. 466 as the liability limits of a municipality, the higher limits shall apply.

The policy shall be of type in which coverage is restored immediately after the occurrence of any loss or accident from which liability may thereafter accrue. The policy shall contain an endorsement which shall

provide that no cancellation shall become effective without thirty (30) days' prior written notice to the City of intent to cancel or not to renew. In the event such insurance is cancelled and the franchisee shall fail to immediately replace it with another equivalent policy, the City may terminate their franchise and declare it to be forfeited.

1207.18: INDEMNIFICATION:

Franchisees shall defend, indemnify and hold harmless the City, its officers, agents, representatives and employees from and against all liability, claims, demands and expenses (including court costs and reasonable attorneys fees), on account of any injury, loss or damage, arising out of or in connection with construction, operation, maintenance, location, or removal of any transit stop shelter owned by franchisee. (Ord. 1318, 04-11-2005)

1207.19: CITY RESPONSIBILITIES:

The City shall provide franchisees with all available information (including the location of road right-of-way and utilities) which is relevant to the Transit Shelter Program together with the necessary guidance and direction to achieve the Program's objectives. In consideration of the City's use of the transit shelters at no cost, the City hereby assures access to and use of the nearest electrical power and waives all permit and use fees for each transit shelter covered by this Ordinance. Provided that each transit shelter complies fully with the provisions of this Ordinance and all applicable provisions of the City's Municipal Code, all necessary permits for the installation and/or maintenance of the transit shelters shall be granted by the City. The process for obtaining such permits shall be expedited by all city departments to assure that shelters are installed within one hundred eighty (180) days.

1207.20: RESERVED:

1207.21: ASSIGNMENT OR TRANSFER:

A franchisee shall not assign or transfer its rights, duties and obligations under the franchise, in whole or in part, without first obtaining the written consent of the City, provided, however, that the City's consent shall not be required with respect to any assignment by the franchisee to any person or entity that controls, is controlled by, or under common control with the franchisee or which merges with or into the franchisee or acquires substantially all of the assets of the franchisee.

1207.22: PERFORMANCE BOND OR OPTIONAL LETTER OF CREDIT:

A franchisee shall post with the City a performance bond guaranteeing its performance of the obligations of the franchise, as created by this ordinance, and the ordinance granting the particular franchise. The amount of the bond shall be as specified in the Ordinance granting the particular franchise. The bond shall be issued by a company licensed to do business in Minnesota, and shall be in a form acceptable to the City Attorney. In lieu of the performance bond the franchisee may elect to give the City an irrevocable letter of credit in the bond amount issued by a bank in the metropolitan area. The letter of credit shall provide that it may be drawn upon under the same circumstance as a surety would be subject to a claim under its performance bond, except that the letter of credit shall be subject to a draw without any previous demand upon, or notice to the franchisee. The letter of credit shall also be subject to a draw if it is effective for a limited term and is not replaced by a replacement letter of credit at least thirty (30) days before expiration. The letter of credit shall also be in a form approved by the City attorney and shall be on file with the City Manager and remain so until three hundred sixty-five (365) days after the expiration or termination of the franchise. The City shall give the Franchisee seven (7) days' notice of its intent to draw on a letter of credit.

1207.23: REMOVAL OF SHELTER:

Franchisees shall within thirty (30) days after receipt of written notice from the City remove any transit

shelters that are located at discontinued transit stop sites or which the City reasonably determines are in condition of substantial disrepair or deteriorated condition such as to pose a health or safety hazard or diminution of value to the abutting properties. Additionally, franchisees shall relocate any transit shelters within thirty (30) days after their receipt of a written request to do so by the City as a result of redevelopment, traffic hazards or changes in bus routes. Any such relocation of a transit shelter shall be to a location mutually agreeable to both parties, but only after issuance of all necessary permits by the Director of Public Works.

1207.24: PUBLIC WORKS TO REGULATE INSTALLATION:

The Director of Public Works shall regulate the installation of transit shelters and if, in the opinion of the Director of Public Works, a shelter installation is hazardous, the Director may order a franchisee to take necessary steps at its own cost to remove or relocate the shelter or make the necessary repairs to correct the hazard. The Director of Public Works shall have the right to conduct reasonable inspections of shelters for this purpose.

In regulating the installation of shelters, the Director of Public Works shall regulate the size of shelters installed, its orientation or placement on the site, and any preparatory or remedial site work. When the City has approved a location plan, a franchisee shall submit detailed amended plans showing any discrepancies between the site plan approved and the work completed.

1207.25: FORFEITURE:

- A. The City shall, in addition to any other rights it may have, have the right to declare that a franchisee has forfeited a franchise in the event of a substantial breach of its terms and conditions, including, but not limited to, the following circumstances:
- (1) If the franchisee becomes insolvent or is declared bankrupt or makes any assignment for the benefit of its creditors; and
 - (2) If the franchisee assigns or transfers or attempts to assign or transfer the franchise, or sells or leases or attempts to sell or lease any of its shelters without the Council's permission; or
 - (3) If the franchisee fails to install shelters on schedule as required by this Franchise Ordinance or the grant of the particular franchise, or fails to conform to the specifications contained in its application or the invitation for applications, or fails to construct the shelters in a workmanlike manner to the satisfaction of the Director of Public Works and in conformity with City ordinances and codes, or if the franchisee refuses or neglects when so ordered to take down, rebuild or repair any defective or unsatisfactory work or to maintain the shelter as required herein; or
 - (4) If the franchisee fails to remove any shelter when ordered to do so in accordance with this ordinance; or
 - (5) If the franchisee refuses or neglects to comply with any reasonable order of the Director of Public Works; or
 - (6) If the franchisee persists in any course of conduct in violation of any of the provisions of this ordinance; or
 - (7) If the City receives notice of intention not to renew or the franchisee fails to keep in force its insurance, required herein.
- B. The Director of Public Works may make a written demand by certified mail that a franchisee comply with any such provision, rule order or determination under or pursuant to this franchise. Such notice shall be entitled "Forfeiture and Termination Notice." If the violation by the franchisee continues for a period of thirty (30) days or more following such written demand, without having been corrected or remedied, the matter of forfeiture and termination of the franchise shall then be taken before the City Council. The City shall cause to be served upon the franchisee at least twenty (20) days prior to the date of such Council meeting a written notice of intent to terminate the franchise, including the time and place of the meeting. Public notice shall be given of the meeting and the issue which the Council

is to consider. The City Council, or a committee thereof, shall hear and consider the issue and the Council shall, in its discretion, determine whether there has been a substantial breach. If the Council determines that there has been a substantial breach, the franchisee shall have such period of time as the Council may set, but not less than thirty (30) days in which to cure the substantial breach; provided, that no opportunity for cure need be given for fraud or misrepresentation or for circumstances which may immediately adversely affect the public health, safety or welfare. At the expiration of the period of time set for compliance, the Council may terminate the franchise forthwith upon finding that the franchisee has failed to cure the breach.

- C. Unless otherwise approved by the City, upon termination of this franchise, the franchisee shall remove all transit shelters and support equipment and apparatus installed by it pursuant to this Franchise Ordinance, within sixty (60) days of termination. However, the Director of Public Works may grant permission to the Franchisee to leave all or any portion of the infrastructure on terms and conditions established by the Director. If, after ninety 90 days of the termination date, the franchisee has not removed all equipment and facilities that may be located along, over or under any street or highway within the City, the franchisee shall forfeit said improvements to the City. The performance bond or letter of credit posted in accordance with Section 22 shall remain posted to insure that the streets, highways and public places from which such equipment is removed shall be placed in good condition. (Ord. 1318, 04-11-2005)

1207.26: DISPOSITION OF SHELTERS ON EXPIRATION OF FRANCHISE:

- A. In the event that the franchise expires and is not renewed, the City may purchase the shelters and facilities then in place upon such terms and for such consideration as may be agreed to by the City and the franchisee prior to the expiration of the franchise. If prior to the expiration of the franchise or within ninety (90) days following such expiration the City elects to award a franchise to any other person or company, and the City elects to have the new franchisee operate and maintain the shelters which have been installed pursuant to this franchise, then the new franchisee shall purchase such shelters on such terms and for such consideration as may be agreed to by the new franchisee and the prior franchisee.
- B. Notwithstanding the provisions of paragraph A of this section, in the event that the term of this franchise expires and the City and franchisee have not renewed the franchised for an additional term, the franchisee shall at its own expense remove all of the shelters and facilities which it has installed or caused to be installed upon or below the public streets and highways or public places of the City and shall restore the streets and highways of the City to their former condition in a manner satisfactory in the judgment of the Director of Public Works. If the franchisee fails to remove all such shelters and facilities within ninety (90) days after the expiration of the franchise, the City may have the shelters and facilities removed and require the franchisee to pay the cost of such removal. In the event that the shelters and facilities have not been sold pursuant to paragraph A of this section or removed by the franchisee, all right and title to the shelters shall be deemed to have passed to and vested in the City. The franchisee agrees that in such circumstances it will execute such documents as the City Attorney may require to transfer the title to such shelters and facilities.

1207.27: NONDISCRIMINATION:

The franchisee, its agents, employees, contractors and subcontractors shall at all times comply with the provision of the City of Roseville Code and applicable state and federal law regarding nondiscrimination and civil rights in connection with its services provided pursuant to this Franchise Ordinance. (Ord. 1324, 08-08-2005)

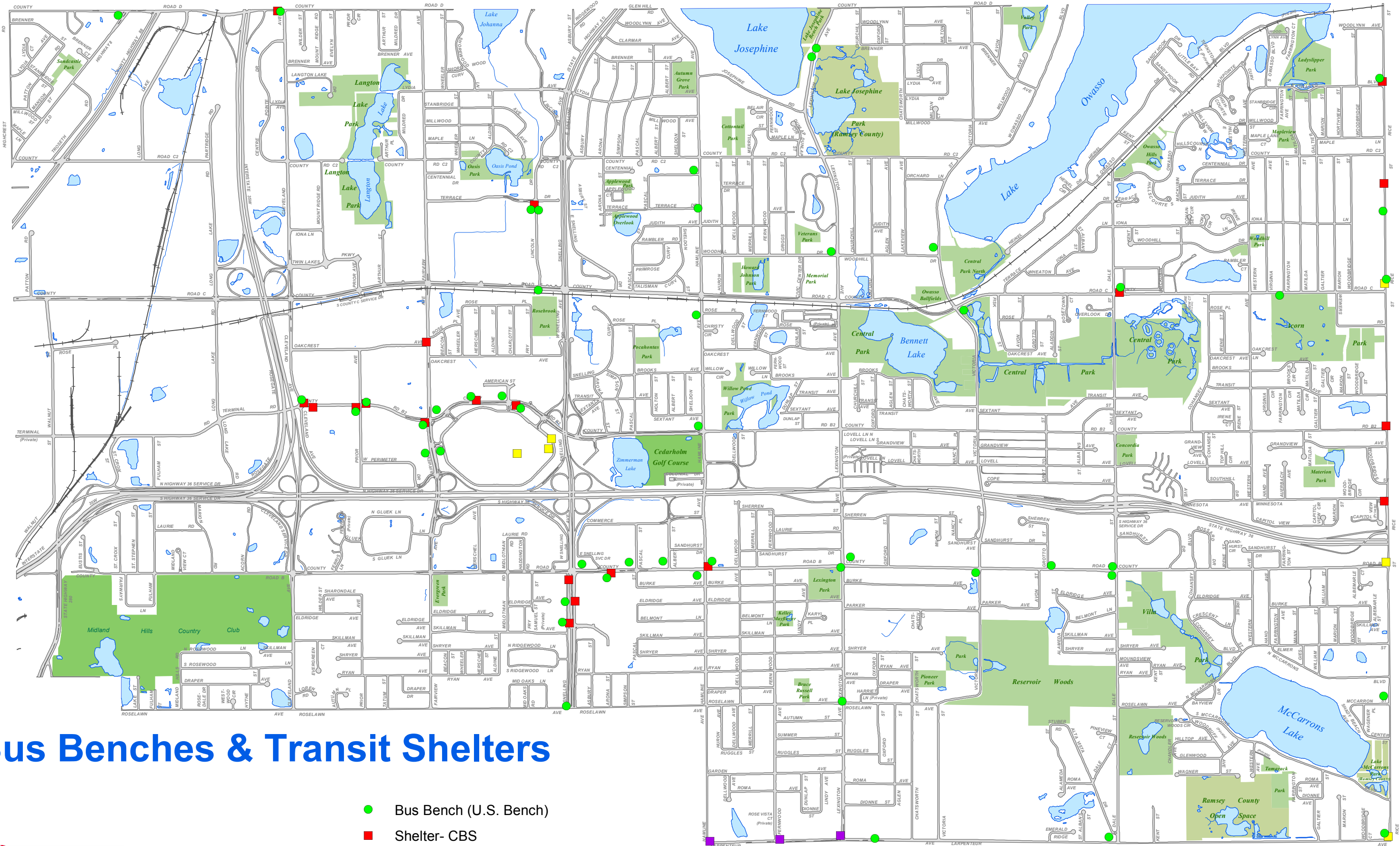
1207.28: SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

1207.29: INCORPORATION IN ROSEVILLE CITY CODE:

This Ordinance shall be deemed a part of the Roseville City Code and shall be incorporated therein as Appendix Chapter 1207.
(Ord. 1285, 07/28/03)





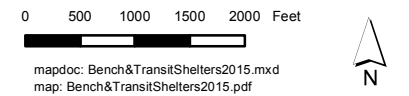
Bus Benches & Transit Shelters

- Bus Bench (U.S. Bench)
- Shelter- CBS
- Shelter- Metro Transit
- Shelter- City of Roseville

ROSEVILLE
Prepared by:
Engineering Department
January 30, 2015

Data Sources and Contacts:
• Ramsey County GIS Base Map (1/05/15)
• City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
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Guidelines for placing and removing waiting shelters

Shelter placement guidelines

Metro Transit buses serve nearly 12,300 bus stops, 67 Park & Ride lots and 28 Transit Centers. With so many stops and facilities, Metro Transit must prioritize where shelters are located.

These considerations are made when determining where to locate a shelter:

Daily Boardings – To qualify for a standard shelter, a suburban location must have at least 25 passenger boardings per day. In Minneapolis and St. Paul, a location must have at least 40 passenger boardings per day. The number of boardings at a stop is determined using the most recent and complete available data for the fall of each year.

Site Suitability – Available space, site conditions (slope, obstructions, etc.) and proximity to the bus stop sign are considered when determining [site suitability](#).

Metro Transit also tries to avoid placing shelters in areas that may obstruct signage, windows or entry into a building. Long-term maintenance challenges, such as snow removal and accessibility to repair parts of the shelter, are also considered.

Customers with limited mobility – By tracking the boarding locations of customers paying fares with mobility Go-To Cards, Metro Transit can further prioritize locations based on the number of daily boardings by customers with limited mobility.



Demographics, including race/ethnicity and income status, are considered to comply with Title VI of the Civil Rights Act of 1964 and Environmental Justice policy aimed at addressing disparate impacts on minority and low-income populations.

Transit Transfers are also considered in shelter prioritization, as customers transferring are likely to be waiting as part of their transit trip.

Lighting and on-demand heating is installed in shelters if conditions allow and there are a sufficient number of boardings to justify the costs. Heating is considered where there are at least 80 boardings per day.

Shelters are typically located within five- to six-feet of a bus stop sign, where customers get on and off buses. In most cases, shelters are located “near side,” meaning the bus will stop just beyond the shelter site. Shelters are separated from the stop to provide room for customers who board or exit the bus using a mobility device and to allow for easier snow removal.

[> Read more about shelter designs here](#)

Shelter removal

Metro Transit must sometimes remove or relocate shelters to ensure the highest number of customers is being served with available resources. The following considerations are made when determining when a shelter may be removed or replaced:

Low number of average daily boardings – A shelter may be removed if the number of passengers boarding per day is at least 50 percent below the standard. In a suburban location, a transit stop with approximately 12 or fewer boardings per day may be considered for removal; in Minneapolis or St. Paul, a transit stop with approximately 20 or fewer boardings per day may be considered for removal.

Shelter reaches the end of its useful life – When properly maintained, shelters typically have a 20-year life span. If a location meets boarding standards, the out-of-date shelter will be replaced with a new or used shelter. If boardings are low, the out-of-date shelter may be removed.

Shelter is damaged or destroyed – If a shelter has been damaged by a vehicle accident or other incident and has potential to create a safety hazard, it will be removed. If the location meets boarding standards, the shelter will be replaced when a new or used shelter becomes available. If the location has low boardings, the destroyed shelter will be removed and may not be replaced.

Ongoing vandalism – Shelters damaged by persistent vandalism take maintenance staff time away from other needs and are a major constraint on Metro Transit’s maintenance budget. Metro Transit may temporarily or permanently remove a shelter with a high number of vandalism incidents in an attempt to break vandalism patterns.

Changes in right-of-way, property ownership or easements – Changes in property boundaries, easements, roadways or public right-of-way sometimes require Metro Transit to remove a shelter. Metro Transit may replace the removed shelter if the stop meets boarding standards and there is still space for a shelter after changes are made.

Requests from customers and stakeholders – Metro Transit occasionally receives requests and suggestions for removing shelters from certain locations. These requests will be addressed on a case-by-case basis by considering factors outlined above.

Communication of Proposed Shelter Removals

Before a shelter is removed, Metro Transit will notify customers and stakeholders at least two weeks in advance of the scheduled removal date. Notifications will provide an explanation of why the shelter is being removed as well as the proposed removal date.

Customers will be notified through signs at the shelter. In suburban locations, Metro Transit will notify the affected City Manager; if the shelter is located in Minneapolis or St. Paul, Metro Transit will notify the affected City Council person(s) and their staff members. If the shelter has been [adopted](#) by a volunteer for maintenance, Metro Transit will also notify the shelter adopter. Metro Transit will notify the affected Councilmember of the Metropolitan Council.

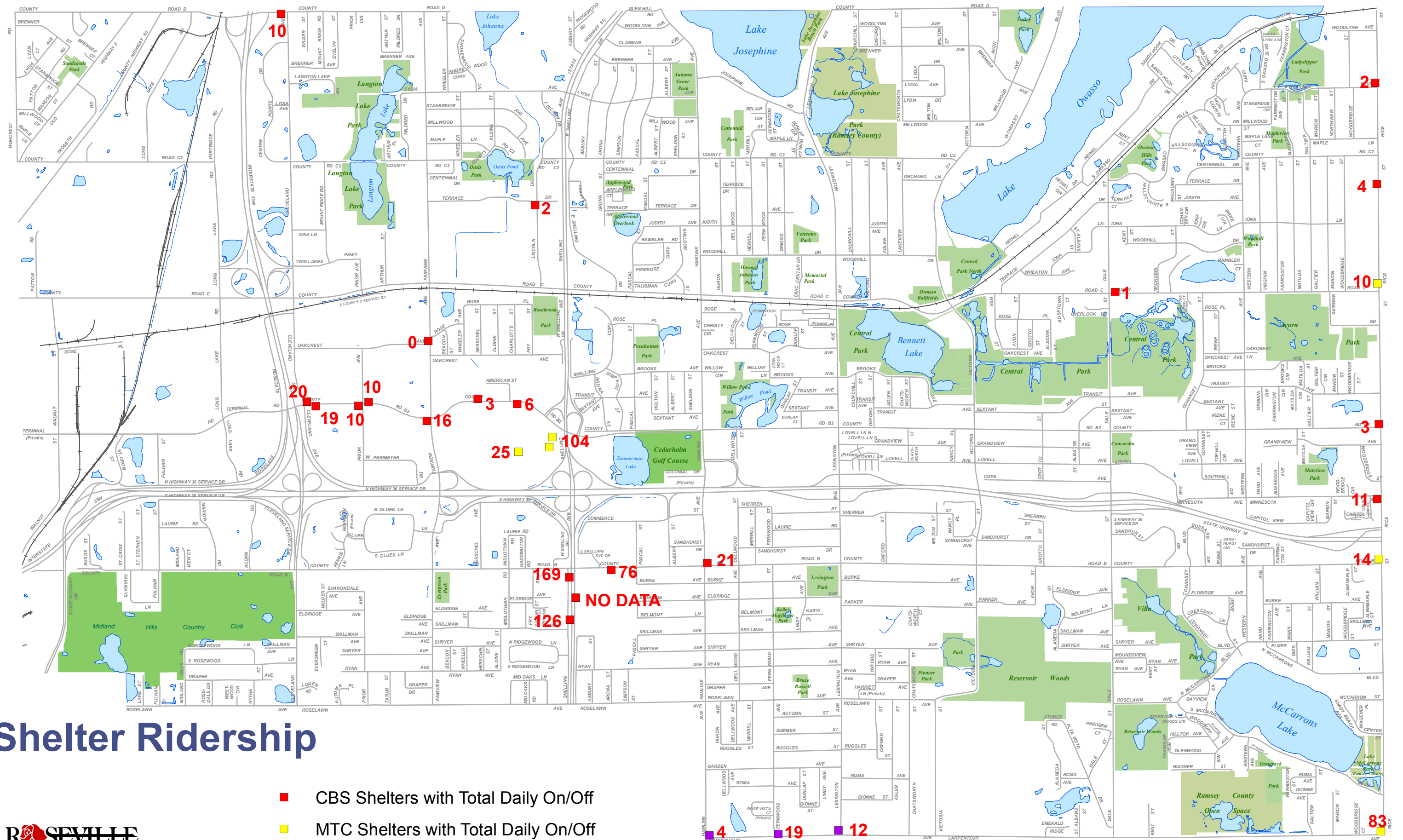
Custom shelters

Metro Transit may consider customized shelter installation and/or maintenance at locations that average at least 100 boardings per day. Design and manufacturing costs are paid by the requesting entity unless the shelter is part of a larger project, such as a bus corridor, transit center or Park & Ride lot owned and maintained by Metro Transit. In such cases, Metro Transit's contribution toward design and manufacturing will be determined on a case-by-case basis. Maintenance, repair and replacement costs of custom portions of a shelter are paid by the requesting entity.

Metro Transit may maintain non-custom portions of a shelter if the requesting entity and Metro Transit sign an agreement outlining shelter maintenance responsibilities; the custom shelter is built with glass that meets Metro Transit's standard glass specifications; and the custom shelter design includes specifications for Metro Transit's standard customer information holders.

Shelter comments or concerns can be directed to Customer Relations at 612-373-3333 or [contact us here](#).

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Shelter Ridership



Prepared by:
Engineering Department
November 23, 2015

- CBS Shelters with Total Daily On/Off
- MTC Shelters with Total Daily On/Off
- Roseville Shelters with Total Daily On/Off

Data Sources and Contacts:

- * Ramsey County GIS Base Map (11/02/15)
- * City of Roseville Engineering Department

For further information regarding the contents of this map contact:

City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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