

TARC BOARD OF DIRECTORS MEETING



Special Meeting Notice:

Pursuant to KRS 61.823, the TARC Board of Directors will hold a special meeting to consider TARC's Agreement with JCPS, a Memorandum of Understanding between TARC and ATU, Title VI analysis of service changes to Saturday Plus, and a Personnel Matter. This special meeting will be held at:

**TARC's Headquarters, Board Room
1000 W. Broadway, Louisville, KY 40203**

June 7, 2024 at 10:30 a.m.

This meeting is also being held via teleconference as permitted by KRS 61.826.

Members of the public and/or TARC staff may watch a livestream of the meeting by going to www.facebook.com/ridetarc; the livestream will be at the top of the page; No Facebook account is needed. Public comments may be submitted in the chat feature, please include your name in the chat.

Pursuant to the Americans with Disabilities Act, persons with a disability may request a reasonable accommodation for assistance with the meeting or meeting materials. Please contact Stephanie Isaacs at 502.561.5103. Requests made as early as possible will allow time to arrange accommodation.

TARC BOARD OF DIRECTORS MEETING

Agenda – June 7, 2024



- | | |
|------------------------------------|-----------------|
| 1. Quorum Call/Call to Order | Ted Smith 10:30 |
| 2. Action Items | |
| JCPS Contract for approval | Ozzy Gibson |
| MOU with ATU for approval | Ozzy Gibson |
| Title VI changes for approval | Aida Copic |
| 3. Closed Executive Session | |
| Personal Matter | |
| 4. Take action on Personnel Matter | Ted Smith |
| 5. Adjournment | Ted Smith 11:30 |



MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Interim Executive Director

Date: June 7, 2024

Re: Resolution 2024 – 20 TARC and Jefferson County Public Schools (“JCPS”) Memorandum of Agreement

As the Board is aware, TARC’s revenues have not kept up with its expenses for several years, and it is necessary to begin to make the necessary adjustments to its budget so that its revenues can more align with its expenses. In order to achieve this realignment, starting June 30, 2024, TARC will commence Saturday plus service. This action standing alone would result in significant layoffs for TARC.

At the same time, JCPS has been struggling for years to find enough bus operators to support its transportation system to deliver children to their respective schools in a timely fashion. As a result, JCPS and its Board recently voted to suspend all bus service to most of its magnet schools for the upcoming school year beginning in August.

However, government and community leaders met to try to address both problems and have come up with a workable solution that will allow JCPS to get kids to schools for the upcoming school year(s) and for TARC to not have massive layoffs. This solution calls for TARC leasing up to 70 bus drivers to JCPS for an initial term starting on July 1, 2024 and ending May 31, 2025 with the opportunity for a one-year extension.

TARC has agreed as set forth in the attached MOA to lease up to 70 drivers to JCPS and this Resolution asks the Board to approve this MOA between TARC and JCPS.

Please contact me at 502-561-5100 with any questions. Thank you.



RESOLUTION 2024 - 20 TARC and JCPS MOA

A Resolution ratifying the MOA between TARC and JCPS:

WHEREAS, on June 30, 2024, TARC is going to Saturday plus service to realign its current revenues with its expenses, which would result in massive layoffs, and;

WHEREAS, JCPS has been experiencing a shortage of drivers to meet its transportation needs for several years, and;

WHEREAS, a solution has been developed which meet TARC and JCPS needs without layoffs and ensuring kids get to school, and;

WHEREAS, TARC and JCPS have found a solution to meet these needs, and;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that;

The TARC Board of Directors hereby approves the MOA between TARC and JCPS.

Adopted this 7th DAY of JUNE 2024

Ted R. Smith, Chair of the Board of Directors

**MEMORANDUM OF AGREEMENT BETWEEN JEFFERSON COUNTY
BOARD OF EDUCATION AND TRANSIT AUTHORITY OF RIVER CITY**

THIS MEMORANDUM OF AGREEMENT ("Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 ("JCPS") and the TRANSIT AUTHORITY OF RIVER CITY ("TARC"), with its principal place of business at 1000 West Broadway, Louisville, KY 40203.

WITNESSETH:

WHEREAS, JCPS desires to procure certain services of TARC, which are more fully described below; and

WHEREAS, TARC has held itself out to be competent and capable of performing the services desired by JCPS;

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and TARC (individually, a "Party" and collectively, the "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations either oral or written between the Parties before the Effective Date, as defined below of this Contract. This Contract may not be amended or modified except in writing as provided in Article VI.

ARTICLE II

Services

During the Term as defined below, TARC will perform (a) the services set forth below, and (b) such other services that are agreed in writing by JCPS and TARC during the Term in an addendum to this Contract as provided in Article VI (collectively, the "Services").

1. Engagement

JCPS agrees to lease the services of certain TARC employees (hereinafter "leased bus drivers"), in accordance with the terms and conditions of this Contract, and TARC agrees to make available such services according to the terms and conditions of

this Contract. A listing of the names of the leased bus drivers will be created by TARC and updated monthly throughout the Term of this Contract. That list of leased bus drivers will be referred to herein as “The Leased Bus Driver List”, which shall contain up to seventy (70) TARC eligible bus drivers. Only drivers that are employed by TARC at the time of execution of this Contract can be included on the initial Leased Bus Driver List.

2. Covenants, Promises and Agreements of JCPS

- A. Compensation.** JCPS shall compensate TARC for the leased bus drivers’ services, including salary and benefits. JCPS shall pay TARC for the leased bus drivers as if the leased bus drivers were JCPS employees in regard to salary (including overtime based on JCPS overtime rules), FICA, and retirement contribution. This means TARC will be paid an hourly rate (plus retirement contribution and FICA) for each leased bus driver equal to the rate a JCPS bus driver of similar experience would be paid pursuant to JCPS’s Board Approved Salary Schedule and Salary Placement Rules related to bus drivers represented under the contract with Teamsters Local 783 (using the rates in effect at the time the payment is to be made; those rates shall be no lower than those set forth in the “Proposed Current Rate + \$6.00” column of Exhibit D hereto), including any incentives or other compensation in the JCPS Salary Schedule for which bus drivers are eligible. Other fringe benefits for the leased bus drivers will be paid for by JCPS to TARC based on the leased driver’s paid wages. Only those additional fringe benefits set forth on Exhibit C will be paid and they will be paid at the rates set forth in Exhibit C unless modified as a result of renegotiation between TARC and the Amalgamated Transit Union Local 1447 (“ATU”) or due to provider price changes up to no more than an 8% increase for any benefit listed in Exhibit C during the term of this Agreement. Each leased bus driver will be expected to provide services to JCPS for 200 days during the initial term of this Contract. TARC shall submit the payroll information above at the beginning of each month for each leased bus driver from the previous month, and JCPS shall process this payroll as soon as administratively practicable, but no less than fourteen (14) business days from submission by TARC.

JCPS will separately reimburse TARC the full salary and benefits of two TARC employees, one of which shall be a manager and the other an administrative assistant, to address administrative duties and obligations arising from this Contract, along with any necessary software additions or upgrades, such reimbursement not to exceed \$22,728 per month over the eleven month contract term. TARC shall

submit to JCPS an invoice on a monthly basis detailing the costs associated with such employees (in the same manner as it submits reimbursement requests for the leased bus drivers) and software and JCPS shall reimburse TARC the invoiced amounts as soon as administratively practicable, but no less than fourteen (14) business days from submission by TARC.

JCPS shall pay TARC as outlined directly above (hereinafter "Contract Amount"). The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by TARC including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, TARC must submit itemized invoices on a monthly basis detailing the leased bus drivers provided, the hours worked by those drivers, and the costs of any benefits provided to those drivers. JCPS will only provide payment to TARC based on hours actually worked by the leased bus drivers. As a result, JCPS will make no payments to TARC for the leased bus drivers in relation to periods where school is not in session, including summer and winter recesses, other holidays, and days school is cancelled due to inclement weather or for any other reason.

B. Request for Performance. JCPS, in its sole and complete discretion, may remove a bus driver from The Leased Bus Driver List, and request a replacement leased bus driver from TARC for the removed driver, at any time and TARC shall make a reasonable good faith effort to supply a replacement to JCPS as soon as reasonably practicable upon receiving notice of the removal of a leased bus driver. Once a leased bus driver is removed from The Leased Bus Driver List at JCPS's request, he/she may only be placed back on The Leased Bus Driver List with JCPS's express written consent. Any discipline for misconduct by a leased bus driver while performing services for JCPS shall be the sole responsibility of TARC (and subject to terms of the Collective Bargaining Agreement between TARC and the Amalgamated Transit Union Local 1447); however, JCPS may in the course of any investigation it is conducting interview a leased bus driver at any time (including after removal from The Leased Bus Driver List) and TARC shall assist with making the leased bus driver available for such an interview.

C. Notice of Inadequate Performance and Opportunity to Cure. JCPS will not be considered in breach of this Contract unless it fails to cure any failure or deficiency in the performance of its obligations here under within twenty (20) business days following its receipt of written notice of such failure or deficiency from TARC.

3. Covenants, Promises and Agreements of TARC

A. Performance of Services. TARC agrees to make available to JCPS the services of the leased bus drivers listed on The Leased Bus Driver List. TARC will, to the best of its ability, cause its leased bus drivers to render performance in accordance with the criteria specified by JCPS to TARC.

TARC is an independent contractor leasing the services of the leased bus drivers to JCPS. TARC shall be fully responsible for compensating the leased bus drivers supplied to perform the services. JCPS shall pay directly to TARC reimbursement for the cost of providing the services in the amounts specified in Section 2-A hereof, and shall not provide any salary, benefits, or other payments to the leased bus drivers of TARC assigned to perform the work for JCPS.

B. Compliance with JCPS Policies. In performing its obligations under this Contract, TARC agrees to comply, and to instruct all its leased bus drivers to comply, with all applicable state and federal laws, rules, and regulations, as well as any JCPS policies or procedures currently in effect or here after instituted. This includes compliance with Exhibit A hereto regarding safety issues and Exhibit B hereto regarding call-in procedures for leased bus drivers. The leased bus drivers must comply with all JCPS health safety guidelines, in addition to those listed in Exhibit A. Further, the leased bus drivers will need to become eligible to drive a school bus pursuant to all applicable state and federal laws and policies and procedures and the training cost and licensure to ensure the leased bus drivers are eligible shall be the responsibility of JCPS.

C. Notice of Inadequate Performance and Opportunity to Cure. TARC will not be considered in breach of this Contract unless it fails to cure any failure or deficiency in the performance of its obligations hereunder within twenty (20) business days following its receipt of written notice of such failure or deficiency from JCPS.

D. Workers' Compensation Insurance. TARC agrees to maintain Workers' Compensation Insurance covering the leased bus drivers.

ARTICLE III Term of Contract

This Contract shall be effective for a period commencing as of July 1, 2024 and ending on May 31, 2025 (the "Term"). At or before the end of the Term, the parties may agree to extend the Contract for an additional similar period in accordance with the terms and conditions of this Contract, or on other conditions to be then negotiated by and between the Parties.

ARTICLE IV
Performance of Services by TARC

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of TARC's profession or business. The Services shall be performed by TARC, and in no event shall TARC subcontract with any other person or entity to aid in the completion of the Services without the prior written approval of the Contract Administrator, as defined below.

B. As this contract requires TARC and/or employees of TARC to perform services on the premises of JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

C. TARC shall appoint one person who shall be responsible for reporting to JCPS on all Services performed under the term of this Contract and who shall be available for consultation with the Contract Administrator.

D. TARC shall be an independent contractor of JCPS for all purposes of this Contract. Nothing in this Contract is intended to create an employer-employee relationship, joint venture relationship, or partnership between JCPS and TARC or any personnel assigned to this project by TARC, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes. JCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which TARC performs or otherwise provides the Services, it being recognized that TARC will be exercising TARC's independent judgment. TARC and any personnel assigned to this project by TARC shall have no claim under this Contract or otherwise against JCPS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. JCPS shall not withhold on behalf of TARC, or in any way be responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of TARC, and all such withholdings, payments, or obligations shall be the sole responsibility of TARC. JCPS shall issue to TARC a Form 1099 statement for TARC's federal and state income tax reporting purposes. TARC warrants that TARC will not take a position that is inconsistent with such independent contractor status, including in any court proceeding. This Article IV(D) shall survive the termination of this Contract.

E. TARC shall at all times during the Term (a) comply with all applicable federal, state and local statutes, regulations, ordinances, and (b) obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

F. TARC shall maintain during the Term workers compensation coverage for the leased bus drivers with limits required by law. TARC shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE V Equal Opportunity

During the Term, TARC shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is incorporated by reference into and made a part of this Contract.

ARTICLE VI Changes

JCPS and TARC may at any time, by mutual agreement set forth in a written addendum to this Contract, make changes in (a) the definition of the Services, (b) the scope of the Services, (c) the Contract Amount, (d) the time within which the Services are to be performed, (e) the schedule of progress payments, if progress payments are, and (f) the Term.

ARTICLE VII Termination for Convenience

This Agreement may be terminated prematurely by either party at any time giving sixty (60) days written notice sent by registered mail to the other party. Upon termination, the rights and obligations of the Parties shall be as set forth in Article VIII.

ARTICLE VIII Obligations Upon Termination

Upon the termination of this Contract under Article VII (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this Contract, and (c) JCPS shall have no obligation to pay any compensation

to TARC for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

ARTICLE IX
Proprietary Information

At all times during the Term and thereafter, TARC and all personnel assigned by TARC to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of JCPS except as such disclosure, use or publication may be required in connection with TARC's performance of the Services, or unless JCPS expressly authorizes such disclosure, use or publication in writing or is otherwise required by law. The term "Proprietary Information" shall mean all information, data and records relating to JCPS's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of JCPS which JCPS treats as confidential with respect to the general public. For purposes of this Article IX, the term "Proprietary Information" shall not include information that TARC can show by competent proof (a) was known to TARC prior to disclosure by JCPS and not subject to a duty or obligation of confidentiality or nondisclosure on the part of TARC; (b) was generally known to the public at the time JCPS disclosed the information to TARC; (c) became generally known to the public at the time JCPS through no act or omission of TARC; (d) was disclosed to TARC by a third party having a bona fide right both to possess the information and to disclose it to TARC; or (e) is otherwise public information under applicable law. Upon the termination of this Contract for whatever reason, TARC will deliver to JCPS, or if agreed by JCPS in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or intangible form), and any other material containing or disclosing any Proprietary Information of JCPS. This Article IX shall survive the termination of this Contract.

ARTICLE X
Contract Administrator

JCPS shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to this Contract. If JCPS fails to give notice to TARC of the appointment of a Contract Administrator, the Contract Administrator shall be JCPS's Chief Financial Officer.

ARTICLE XI
Right to Audit

TARC shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, JCPS shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services, including but not limited to all payments made pursuant to this Contract.

Inspection shall take place during normal business hours at TARC's place of business. This Article XI shall survive the termination of this Contract.

ARTICLE XII
Miscellaneous

A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky Circuit Court, and the Parties expressly waive the right to bring any legal action or claim in any other courts.

E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.

F. To any extent TARC has access to student records, TARC shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974, and (b) limit the access to those records by TARC's employees and other personnel assigned to this project to those persons for whom access is essential to perform this Contract. The leased bus drivers will receive training regarding FERPA and FERPA compliance similar to that given to JCPS bus driver by JCPS.

G. This Contract is subject to the following prohibitions on conflicts of interest:

1. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE TARC OR ANY JCPS EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OF PROPOSAL THEREFOR WHICH TO HIS KNOWLEDGE:

(a) HE/SHE, OR ANY MEMBER OF HIS/HER IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR

(b) A BUSINESS OR ORGANIZATION IN WHICH HE/SHE OR ANY MEMBER OF HIS/HER IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER OR EMPLOYEE, IS A PARTY; OR

(c) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

2. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY TARC OR ANY OTHER PERSON TO OFFER GIVE OR AGREE TO GIVE, ANY JCPS EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY JCPS EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

3. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER CONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

4. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS/HER ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June ____, 2024 (the "Effective Date").

TARC's Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

TARC:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

1. Leased bus drivers shall be responsible for reporting observed unsafe or hazardous practices or conditions to the immediate supervisor or appropriate administrator who shall contact duly qualified personnel who will make a timely inspection and take steps to remedy the condition.
2. JCBE shall investigate reports by leased bus drivers of unsafe or hazardous practices or conditions.
3. Leased bus drivers shall not be required to work under conditions determined by qualified administrative personnel to be detrimental to their health, safety and well-being. To this end, each leased bus driver has the responsibility to cooperate and to encourage others to work in a safe manner.
4. Leased bus drivers shall use and maintain the safety equipment and protective devices furnished and required by JCBE necessary to meet recognized safety standards. Infectious clean-up kits will be included on all school buses.
5. Leased bus drivers shall be entitled to present advice and make recommendations to JCBE with respect to improving safety awareness and practices associated with their work assignments.
6. JCBE and the leased bus drivers shall work together in a cooperative and mutually supportive manner to fairly and equitably enforce the Student Support and Behavior Intervention Handbook.
7. Leased bus drivers will be notified of any and all lawful information that impacts safe transportation of students assigned to their routes.
8. Leased bus drivers will contact the bus compound immediately should a student be delivered to the bus who he/she believes is unsafe to transport. Bus compound personnel will contact school staff for resolution.

EXHIBIT B

Leased bus drivers shall communicate with their administrative unit director/designee at JCPS no later than one (1) hour before the beginning of their shift to advise they will be absent due to sickness or for any other reason. A leased bus driver shall not be required to call each day of a prolonged absence provided the leased bus driver has informed the administrative unit director/designee at JCPS during the initial notification of the specific days of anticipated absence. Failure to follow these notice requirements may result in removal of a leased bus driver from The Leased Bus Driver List.

EXHIBIT C

Medical	\$13.21
Dental	\$0.32
Vision	\$0.09
Work Comp	\$3.25
Short Term Dis.	\$0.13
Life	\$0.04
EAP	\$0.01
Felonious Assault	\$0.01
Uniform	\$0.24

EXHIBIT D



Salary Reference Guide

For TARC Proposal

Basic Information
It is possible to bid up to six (6) Kindergarten through 12th-grade routes per day, which includes three (3) morning routes and three (3) afternoon routes.
Additionally, you can bid an Early Childhood Route each day.
All routes a slightly different in length.
The overtime rate will be 1.5 times your hourly rate.

Example Scenarios
I have been a TARC driver for 10 years, and after the bidding process, I have 2 challenging routes. My salary for the 2024-25 school year would be \$39.3386 (\$31.8386+\$7.50) per hour worked.
I have been with TARC for 13 years and chose not to bid on any challenging routes. My salary for the 2024-25 school year would be \$34.0001 per hour worked.

Types of routes that qualify for the Challenging Bus Route Stipend	
Early Childhood routes	Open routes
Routes that run past 6 p.m.	Routes that serve schools with students that have potential behavior challenges and/or disabilities
<ul style="list-style-type: none"> Stipend for ONE Challenging Bus Route: \$5.00 per hour Stipend for TWO Challenging Bus Routes: \$7.50 per hour Stipend for THREE Challenging Bus Routes: \$10.00 per hour 	

Years of Experience	Current Rate <small>(2023-2024)</small>	Proposed Current Rate + \$6.00 <small>(July 1, 2024-2025)</small>
0-5 Years Experience	\$22.7777	\$28.81*
6 Years Experience	\$23.8145	\$29.8145
7 Years Experience	\$24.8515	\$30.8515
8 Years Experience	\$24.8515	\$30.8515
9 Years Experience	\$25.8386	\$31.8386
10 Years Experience	\$25.8386	\$31.8386
11 Years Experience	\$26.9006	\$32.9006
12 Years Experience	\$26.9006	\$32.9006
13 Years Experience	\$28.0001	\$34.0001

**For drivers with 0-5 years of experience, the hourly rate will be a minimum of \$28.81 pending new negotiated hourly rates.*



MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Interim Executive Director

Date: June 7, 2024

Re: Resolution 2024 – 21 TARC-Amalgamated Transit Union Local 1447 (“ATU”) Memorandum of Agreement to Collective Bargaining Agreement (“MOA”)

As the Board is aware, TARC’s revenues have not kept up with its expenses for several years, and it is necessary to begin to make the necessary adjustments to its budget so that its revenues can more align with its expenses. In order to achieve this realignment, starting June 30, 2024, TARC will commence Saturday plus service. This action standing alone would result in significant layoffs for TARC.

At the same time, JCPS has been struggling for years to find enough bus operators to support its transportation system to deliver children to their respective schools in a timely fashion. As a result, JCPS and its Board recently voted to suspend all bus service to most of its magnet schools for the upcoming school year beginning in August.

However, government and community leaders met to try to address both problems and have come up with a workable solution that will allow JCPS to get kids to schools for the upcoming school year(s) and for TARC to not have massive layoffs. This solution calls for TARC leasing up to 70 bus drivers to JCPS for an initial term starting on July 1, 2024 and ending May 31, 2025 with the opportunity for a one-year extension.

TARC and ATU have agreed as set forth in the attached MOA to lease 70 drivers to JCPS and call upon the Board to ratify their agreement.

Please contact me at 502-561-5100 with any questions. Thank you.



RESOLUTION 2024 - 21 TARC and ATU MOA

A Resolution ratifying the MOA between TARC and ATU:

WHEREAS, on June 30, 2024, TARC is going to Saturday plus service to realign its current revenues with its expenses, which would result in massive layoffs, and;

WHEREAS, JCPS has been experiencing a shortage of drivers to meet its transportation needs for several years, and;

WHEREAS, a solution has been developed which meet TARC, ATU and JCPS needs without layoffs and ensuring kids get to school, and;

WHEREAS, TARC and ATU have a MOA to enable the solution to be put in place and ask the Board to ratify the MOA, and;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that;

The TARC Board of Directors hereby ratify the MOA between TARC and ATU.

Adopted this 7th DAY of JUNE 2024

Ted R. Smith, Chair of the Board of Directors

MEMORANDUM OF AGREEMENT

between the

The Transit Authority of River City

and

The Amalgamated Transit Union, Local 1447

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 30th day of May 2024 by and between the TRANSIT AUTHORITY OF RIVER CITY, (“TARC”) and the AMALGAMATED TRANSIT UNION LOCAL 1447, AFL-CIO (“ATU”) to allow for the leasing of up to 70 TARC Bus Operators to Jefferson County Public Schools (“JCPS”) effective July 1, 2024.

WITNESSETH:

WHEREAS, unfortunately, TARC’s revenues have not kept up with its expenses for several years; and

WHEREAS, TARC in its Fiscal Year 2024-2025 Budget plans to begin to make the necessary adjustments to its budget so that its revenues can more align with its expenses; and

WHEREAS, as a result, TARC had proposed in its budget beginning January 1, 2025 to go permanently to Saturday plus service, which would result in significant layoffs of TARC employees throughout the enterprise; and

WHEREAS, JCPS has been struggling for years to find enough bus operators to support its transportation system to deliver children to their respective schools in a timely fashion; and

WHEREAS, as a result, JCPS and its Board recently voted to suspend all bus service to most of its magnet schools for the upcoming school year beginning in August; and

WHEREAS, government and community leaders met to try to address both problems and came up with a workable solution that would allow JCPS to get kids to all schools for the upcoming school year(s) and for TARC to not have massive layoffs; and

WHEREAS, in order to implement this proposed solution, TARC and ATU have agreed to be willing participants to solve this public dilemma and improve our community; and

NOW, THEREFORE, TARC and ATU agree as follows:

1. **Bus Operators.** ATU agrees to allow up to seventy (70) members throughout the term of this MOA who are assigned as bus operators at TARC (“Bus Operators”) to be leased to JCPS in accordance with the terms of the Agreement reached between TARC and JCPS, which is hereby attached as Exhibit A (“JCPS Agreement”). The up to seventy (70) Bus Operators will be determined as follows:
 - a. **Voluntary Choose Up.** Bus Operators may elect to go work at JCPS through the choose up process. In the event that more than seventy (70) Bus Operators elect to go work for JCPS, then the Bus Operators with the longest length of service in the Transportation Department (“Departmental Seniority”), as defined on page 30 of the Collective Bargaining Agreement between TARC and ATU (“CBA”), will go to work for JCPS. If the number of ATU members that elect to go to work at JCPS do not meet the 70-member threshold, then the remaining members will be selected in accordance with (b), below.
 - b. **Least Departmental Seniority.** If seventy (70) Bus Operators is not reached in accordance with (a), above, members of ATU with the least length of Departmental Seniority shall be assigned to JCPS. In the event, a member of ATU elects not to go to JCPS, then he or she will be administratively separated from TARC. TARC will not contest any Bus Operator who seeks unemployment if he or she chooses not to go work for JCPS.
 - c. **Threshold Falls Below 70.** At any time that the threshold of Bus Operators falls below 70, then Bus Operators will be selected in accordance with (a) and (b), above, in that order to go to work for JCPS.
 - d. **Bus Operators Assigned at JCPS Who Wish to Return to TARC.** A Bus Operator who is assigned at JCPS and who wishes to return to TARC during the term of this MOA may only do so at the time of choose up as set out in Section 19(a) of the CBA, provided TARC has readily available and fully trained Bus Operators with all the necessary CDL endorsements and other obligations required by JCPS who can immediately replace said Bus Operator. Those Bus Operators with the most Departmental Seniority will be given first consideration to return to TARC.

- e. **Bus Operators Removed at JCPS.** If a Bus Operator is removed by JCPS from continuing JCPS service, such Bus Operator may be subject to discipline up to and including termination by TARC, if the basis for the removal from JCPS would warrant discipline as determined by TARC's Discipline Code and/or Employee Handbook.
2. **Term.** Subject to the provisions for termination as set forth in the JCPS Agreement, the term of this MOA shall be for the same time period as the JCPS Agreement, including any extensions.
3. **Vacations.** Bus Operators who go to work for JCPS will continue to pick Vacations in accordance with Section 8 of the CBA, but may only be permitted to take such vacation leave at times when JCPS is not in session or is not needed by JCPS. In the event a Bus Operator cannot take his or her vacation time during his or her assignment at JCPS, he or she can be paid up to one week of vacation and/or he or she can elect to rollover any remaining unused vacation minus the one week of paid vacation, if such option was elected.
4. **Extended Leave.** Bus Operators who go to work for JCPS may be granted an extended leave of absence if approved by TARC.
5. **Commercial Driver License (CDL) and Operator's License.** Bus Operators who go to work for JCPS must maintain a CDL and have appropriate class and endorsements as required by his/her state of residence and those compelled by JCPS.
6. **Overtime.** Bus Operators who go to work for JCPS will be subject to the assignment rules of JCPS for the determination of overtime and will be paid in accordance with JCPS overtime rules as per the JCPS Agreement.
7. **Runs, Schedules and Days Off.** Bus Operators who go to work for JCPS will be assigned runs, schedules and days off as determined by JCPS.
8. **Choose Up Procedure.** Bus Operators who go to work for JCPS will not be part of the choose up procedure as contemplated by Section 19 of the CBA, unless an operator provides a 30-day written notice prior to the next choose up to both TARC

and JCPS that he or she intends to leave JCPS and come back to TARC. In addition, in order to be eligible to participate in the choose-up, TARC must have readily available and fully trained Bus Operators with all the necessary CDL endorsements and other obligations required by JCPS who can immediately replace said Bus Operator. Those Bus Operators with the most Departmental Seniority will be given first consideration to return to TARC.

9. **Special Choose-Ups.** Bus Operators who go to work for JCPS are still eligible for choose-ups for Special Events, as contemplated by Section 19(p) of the CBA, provided an operator is not in violation of the 9-hour rule as contemplated by Section 23(d) of the CBA and is not in conflict with his or her run or schedule assigned by JCPS.

10. **Additional Items of Compensation.** Bus Operators who work for JCPS will not be eligible for any of the additional items of compensation contemplated by Section 20 of the CBA while working for JCPS.

11. **Compliance with JCPS Policies.** In performing its obligations under this MOA, all Bus Operators who work for JCPS must comply, with all applicable state and federal laws, rules, and regulations, as well as any JCPS policies or procedures currently in effect or here after instituted. This includes compliance regarding safety issues and call-in procedures as contained in the JCPS Agreement in the respective Exhibits of such agreement attached hereto. Bus Operators who work for JCPS must comply with all JCPS health safety guidelines.

12. **Background Checks.** The JCPS Agreement requires all Bus Operators who work for JCPS to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by such Bus Operator, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

13. **Other CBA Provisions.** All other provisions of the CBA, except those instances specifically mentioned herein, remain in effect with respect to Bus Operators who work for JCPS to the extent applicable.
14. **Interpretation of Agreement.** Both parties agree that if any new issues arise not documented herein, they will meet and resolve such issues, which are not binding on either party until agreed upon or decided in accordance with Section 6 of the CBA.
15. **Termination.** If the JCPS Agreement should terminate at any time, then this MOA shall also terminate and TARC will assess its workforce needs and utilize Section 7 of the CBA to the extent necessary.
16. **Compensation.** Bus Operators shall be paid in accordance with Section 2A of the JCPS Agreement for up to 200 days in which they work. For those additional days between July 1, 2024 and May 31, 2025 not covered by the JCPS Agreement where school buses are not operating, TARC shall compensate Bus Operators at their normal rate of pay, along with their fringe benefits, as set forth in the CBA, which may be amended from time to time.
17. **Severability.** If any court of competent jurisdiction holds any provision of this MOA unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this MOA. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this MOA and shall not affect any other provision hereunder.
18. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

APPROVED:

ATU



Lillian Brents, President

6/4/24
Date

TARC



Ozzy Gibson, Interim Executive Director

6/4/24
Date



MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Interim Executive Director

Date: June 7, 2024

Re: Resolution 2024 – 22 Implementation of Saturday Plus Service Changes
Title VI Equity Analysis

Transit Authority of River City (TARC) is proposing implementation of Saturday Plus service plan effective June 30th 2024. This service change is proposed out of necessity and in response to TARC's financial situation, as an attempt to balance TARC FY 2025 budget and reduce the impact of a potential fiscal cliff that many transit agencies are facing nationwide. In the long-term, this service adjustment will also prepare TARC for the upcoming TARC 2025 system restructuring plan and service efficiency improvements that could be implemented as soon as August 2025.

Saturday Plus systemwide service adjustments are in line with TARC's limited, declining financial resources, rising cost of service, ridership performance, and the proposed FY 2025 Budget.

Saturday Plus service reductions include primarily changes to routes' schedules and hours of service Monday to Friday, with one minor route modification (rt # 29). The three limited service, grant funded local routes are proposed for elimination. A summary of the proposed changes was presented to the TARC's Board of Directors Operations Committee at the April 10th 2024 meeting.

Under the Federal Transit Administration (FTA) requirements and guidelines, FTA Circular C 4702.1B, TARC has analyzed and evaluated proposed Saturday Plus service changes and any potential impact on TARC's fixed routes and paratransit customers.

The Saturday Plus proposal includes frequency reductions and schedule changes on 19 local routes: #2, #6, #12, #15, #17, #18, #19, #21, #25, #27, #29, #31, #40, #43, #52, #63, #71, #72 and #94. TARC's core service, high frequency routes #4, #10, #23 and # 28, operate every 15 minutes on weekdays and carry 45% of the TARC's total ridership. These routes will not be impacted with Saturday Plus changes and will continue operating their current regular schedules.

Routes proposed for discontinuation, #46, #73, and #74, have been analyzed for efficiency, performance, cost of service, and impact on ridership. These local routes have limited morning and afternoon trips, very low ridership and high cost per passenger boarding. The routes are funded by a federal Congestion Mitigation and Air Quality (CMAQ) grant provided through INDOT and KYTC for the three consecutive years of service. Funding for that service will be exhausted in first Quarter of FY 2025.



No changes are proposed to the TARC's fixed routes service area, and there will be no impact on TARC paratransit.

While balancing limited financial resources, managing the budget and level of service systemwide, TARC's primary goal is to avoid, eliminate, or minimize any adverse impacts the proposed service changes could have on TARC's ridership, especially any impact that would be borne disproportionately by minority or low-income populations. Any potential adverse or disproportionate effects of service changes on minority or low-income passengers will be evaluated, monitored and mitigated with proposed alternative measures.

Major service changes, such as proposed Saturday Plus, can have significant impact on the community and public transit ridership systemwide. While developing this proposal, TARC made every effort to adjust routes' schedules to minimize and avoid potential disparate impact and disproportionate burden on the most vulnerable populations in the community. However, the impact of the reduced level of service on our ridership will be real and will be felt by all across our service area.

Under Federal Transit Administration requirements, and as part of the Title VI Program, TARC performed a detailed statistical and demographic analysis of service changes and TARC ridership. The purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of the revised service on TARC's passengers, with a focus on minority and low-income populations.

TARC has a longstanding commitment to meet both, the spirit and letter of Title VI of the Civil Rights Act of 1964 that prohibits discrimination based on race, color, or national origin in programs or activities that receive federal financial assistance.

We are presenting the proposed Saturday Plus service changes Title VI Equity Analysis to the Board of Directors for review, input, and approval at the June 7th 2024 Board Meeting.

Public Participation Process

In accordance with the TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication, and through the two open-house public meetings held on June 4th and 5th 2024. All public comments have been reviewed and public input considered before presenting to the Board for final consideration and approval.

The public has been solicited to comment through a news release widely distributed to the TARC website, media, local elected officials, and social media. TARC solicited comments through the ridetarc.org website, phone line, and social media outlets Twitter and Facebook. The public can provide comments to TARC at any time via phone, email, letters and social media. A Summary of the Public Comments is attached to this Memo.

Attached to this Memo is also a Summary of the Title VI Equity Analysis including detailed description of the proposed changes. In accordance with TARC's Major Service Change



Policies, the Summary explains data used, methodology, and outcomes of the analysis.

Service Changes Analysis

Per TARC's adopted Service Change Policies, Saturday Plus proposed service does not constitute a major service change systemwide. However, we realize that the entire TARC ridership will be impacted with longer wait time at some stops, less transfer opportunities, and shorter hours of operations on some routes.

Changes proposed to single routes #15, #17, #25, #31, #40, #71, present major service change in their service areas. Based on the outcomes of the performed statistical analyses, these routes' service area demographics are within +/-10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden on minorities and low-income ridership in some pockets of their service area. The statistical analysis and data that could present potential impact of these changes are outlined in the attached Title VI Equity Analysis Summary.

Local routes' #46, #73 and #74 morning and evening trips proposed for elimination have low ridership and carry a very small percentage of TARC's weekday passengers (less than 0.5%).

TARC will continue monitoring ridership and routes' performance on a regular basis, and any potential impact on all TARC customers with focus on minority and low-income passengers. Potential concerns and impact related to proposed service changes will be reevaluated, and, if needed, adjusted with the next TARC's regular service adjustments in January 2025.

Attachments:

- Title VI Equity Analysis - Service Changes June 30 2024
- Public Comments Summary June 2024

The attached resolution seeks the TARC's Board of Directors approval of the Title VI Equity Analysis for the proposed June 30th Saturday Plus service changes. If you have any questions, please contact me at 502-561-5100.



Resolution 2024-22 Implementation of Saturday Plus Service Title VI Equity Analysis

WHEREAS, Transit Authority of River City (TARC) is implementing Saturday Plus service changes on June 30th 2024; and

WHEREAS, under the FTA requirements and guidelines, FTA Circular C 4702.1B, TARC has analyzed and evaluated proposed service changes for potential impact on the community, as well as minority and low-income populations; and

WHEREAS, the purpose of the Title VI Equity Analysis and evaluation process is to address any potential impact of the revised service on TARC's passengers, minority and low-income populations; and

WHEREAS, Service Changes and the Title VI Analysis are prepared in conjunction with TARC's strategic and operating goals, TARC's financial resources, and TARC's adopted Service Change Policies; and

WHEREAS, these changes will help TARC address its future financial situation while balancing TARC's budget in the coming fiscal years; and

WHEREAS, these changes will also prepare TARC for the future short and long-term system restructuring (TARC 2025 Plan) and improvements in service performance and efficiencies; and

WHEREAS, TARC has a longstanding commitment to comply with Title VI of the Civil Rights Act of 1964 that prohibits discrimination based on race, color or national origin in programs or activities that receive federal financial assistance; and

WHEREAS, TARC's goal is to avoid, eliminate or minimize any adverse impact of service changes that would be borne disproportionately by minority or low-income populations; and

WHEREAS, any potential adverse or disproportionate effects of service changes on minority or low-income passengers will be mitigated with existing or proposed alternative measures; and

WHEREAS, in accordance with TARC's Public Participation Policy, TARC has solicited public comments on the proposed service changes through various channels of communication, and in person open house public meetings held in June; and

WHEREAS, the attached Summary of the Title VI Equity Analysis for the proposed changes is part of this Resolution; and



WHEREAS, the Title VI Analysis statistically does not indicate potential disparate impact or disproportionate burden of the proposed frequency reductions and route changes on TARC customers; and

WHEREAS, the three limited service local routes proposed for elimination are low performing service, with low ridership and high cost per rider; and

WHEREAS, the federal grant funding for these three routes expires in the first quarter of the next FY; and

WHEREAS, there is a low potential impact due to these routes' discontinuation; and

WHEREAS, any potential impact will be mitigated through other service options available in the area; and

WHEREAS, the TARC June 30th 2024 Service Changes Title VI Equity Analysis has been prepared and reviewed under the Federal Transit Administration requirements and guidelines, Circular FTA C 4702.1B; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The TARC June 30th 2024 Service Changes Title VI Equity Analysis is hereby approved.

Adopted this 7th day of June 2024

Ted R. Smith, Chair Board of Directors

Title VI

Service Change Analysis

Transit Authority of River City

June 7th 2024

Introduction

In compliance with Title VI of the Civil Rights Act of 1964, as part of June 30th 2024 major service changes, the Transit Authority of River City (TARC) performed a Service Equity Analysis to assess the impacts on minority and low-income communities in the TARC service area. Section 601 of the Civil Rights Act of 1964 states:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.”

The Federal Transit Administration (FTA) is responsible for ensuring that applicants and recipients of FTA’s distributed funding are compliant in performing such analysis and are accurate in their interpretation of the results of the analysis. To aid in this work, FTA has published Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients, which TARC followed in conducting the following analysis.

In response to anticipated financial deficits, TARC has determined it necessary to reduce service levels, revenue miles by adjusting span, and frequency of several routes. The proposed Saturday Plus service plan would retain existing service on TARC’s high frequency routes and those servicing major employment hubs, reduce service for 18 routes, and eliminate three routes funded by Congestion Mitigation and Air Quality (CMAQ) grant.

Definitions and Standards

Major Service Change Policy

“Major” service changes are those that change revenue service more than 25% on a route. In these cases, a service equity analysis will be performed and the results will be delivered to the TARC Board of Directors. The change requires approval by the Board of Directors.

TARC’s ultimate goal is to avoid, eliminate, or minimize any disparate impacts or disproportionate burdens on Title VI populations. Any potential adverse effects of service or fare changes on minority or low-income passengers will be mitigated with proposed alternative measures.

Title VI Analysis

The FTA regulation Circular 4702.1B requires all transit providers with 50 or more fixed route vehicles in peak service and serving an urbanized area over 200,000 population to conduct a Title VI equity analysis before a fare change or major service change is enacted. Beyond the requirement to evaluate impact on minority populations, the FTA requires providers to examine the effects on low-income populations. These requirements call for a disparate impact analysis for minority riders versus non-minority riders and a disproportionate burden analysis for low-income riders compared to non-low-income riders.

TARC adopts the following for disparate impacts and disproportionate burden policies for major service and fare changes.

Disparate Impact Policy

TARC has defined its disparate impact policy to be +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority populations in accordance with FTA guidance.

Disproportionate Burden Policy

TARC has defined its disproportionate burden policy to be +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income populations in accordance with FTA guidance.

Description of Changes

In response to impending budget constraints, TARC is proposing changes to over half of the existing routes. These changes will reduce systemwide revenue miles by 18.80% with several routes decreasing revenue miles by greater than 25.0% resulting in a “major service change” as defined in TARC’s Title VI policy. These changes require the service equity analysis included in this document. TARC will not be making changes to the four most frequent and most used routes – #4, #10, #23, and #28 – which carry about 45% of system’s total ridership.

The following describes proposed service changes to the TARC system:

- #2 will maintain existing 05:10 – 22:20 span of service and reduce frequency to every 70 minutes resulting in a 22.69% reduction in revenue miles.
- #6 will adjust span of service from 04:50 – 00:14 to 05:20 – 00:37 and reduce frequency to every 60 minutes resulting in a 18.63% reduction in revenue miles.
- #12 will adjust span of service from 04:57 – 20:04 to 05:51 – 20:04 while maintaining existing frequency for a 5.17% reduction in revenue miles.
- #15 will adjust span of service from 04:58 – 23:30 to 05:37 – 23:32 and reduce frequency to every 60-75 minutes resulting in a 44.24% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #17 will adjust span of service from 05:40 – 23:19 to 06:01 – 22:29 and reduce frequency to every 90 minutes resulting in a 33.60% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #18 will adjust span of service from 03:55 – 0:36 to 05:29 – 00:23 while maintain existing frequency resulting in a 11.14% reduction in revenue miles.
- #19 will adjust span of service from 04:15 – 00:42 to 04:17 – 00:37 and reduce frequency to every 40/60 minutes resulting in a 20.23% reduction in revenue miles.
- #21 will adjust span of service from 05:12 – 23:06 to 05:53 – 21:56 and reduce frequency to every 60-75 minutes resulting in a 23.83% reduction in revenue miles.
- #25 will adjust span of service from 04:55 – 23:32 to 06:17 – 22:57 and reduce frequency to every 70 minutes resulting in a 34.68%. This is a major service change and will be included in the service equity analysis that follows.
- #27 will adjust span of service from 05:13 – 22:15 to 05:58 – 22:14 and reduce frequency to 60 minutes resulting in a 18.33% reduction in revenue miles.

- #29 will adjust span of service from 05:15 – 22:55 to 05:16 – 22:54 and reduce frequency to 60 minutes. There will be a permanent routing change between Bardstown Road and Oxmoor Center shifting from the east side of Cherokee Park and Alta Vista Road to Willow Avenue, Cherokee Parkway, Grinstead Drive, and Lexington Road. These changes will result in a 24.13% reduction in revenue miles.
- #31 will adjust span of service from 05:23 – 23:45 to 06:15 – 23:35 and reduce frequency to 75-135 minutes resulting in a 21.65% reduction in revenue miles.
- #40 will adjust span of service from 04:25 – 23:48 to 05:18 – 21:44 and reduce frequency to every 90 minutes resulting in a 41.87% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #43 will adjust span of service from 04:42 – 23:53 to 05:35 – 23:26 and reduce frequency to 60-75 minutes resulting in a 24.02% reduction in revenue miles.
- #46 will be discontinued resulting in a 100% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #52 will adjust span of service from 09:30 – 15:44 to 09:30 – 17:09 and reduce frequency to 35/50 minutes resulting in a 3.09% reduction in revenue miles.
- #63 will adjust span of service from 05:04 – 23:35 to 05:35 – 23:26 and reduce frequency to 60-75 minutes resulting in a 23.87% reduction in revenue miles.
- #71 will adjust span of service from 05:17 – 22:36 to 05:38 – 22:04 and reduce frequency to 25/60-80 minutes resulting in a 33.68% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #72 will adjust span of service from 05:38 – 23:58 to 06:28 – 23:18 and reduce frequency to 45-50/80 minutes resulting in a 23.13% reduction in revenue miles.
- #73 will be discontinued resulting in a 100% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #74 will be discontinued resulting in a 100% reduction in revenue miles. This is a major service change and will be included in the service equity analysis that follows.
- #94 will retain its existing span and reduce frequency to 6/10 minutes resulting in 17.73% reduction in revenue miles.

Service Equity Analysis

Methodology

TARC adopts the recommended FTA approach for disparate impacts and disproportionate burden policies for major service changes and adjustments.

Disparate Impact: +/- 10% statistical difference between the effects on minority populations compared to the impacts borne by non-minority passengers

Disproportionate Burden Policy: +/- 10% statistical difference between the effects on low-income populations compared to the impacts borne by non-low-income passengers

In order to perform this analysis, a demographic profile was generated for TARC’s service area. This provides a baseline to which each impacted route can be compared. The population of the Title VI communities as a percentage of the total population of the TARC service area is shown in the **Table 1** below.

Title VI Populations	% of TARC Service Area ¹
Minority ²	35.77
Low-Income ³	15.14

Table 1 – TARC Service Area Demographic Data

DRAFT

¹ The TARC service area uses a .75-mile buffer from each stop and 2-mile buffer from the center of active Park and Ride Lots

² Source: 5-year (2017-2022) American Census Survey Table B03002: Hispanic or Latino Origin by Race, Total minus Not Hispanic or Latino: White Alone

³ Source: 5-year (2017-2022) American Census Survey Table C17002: Ratio of Income to Poverty Level, 0.0 to .49 plus .50 to .99

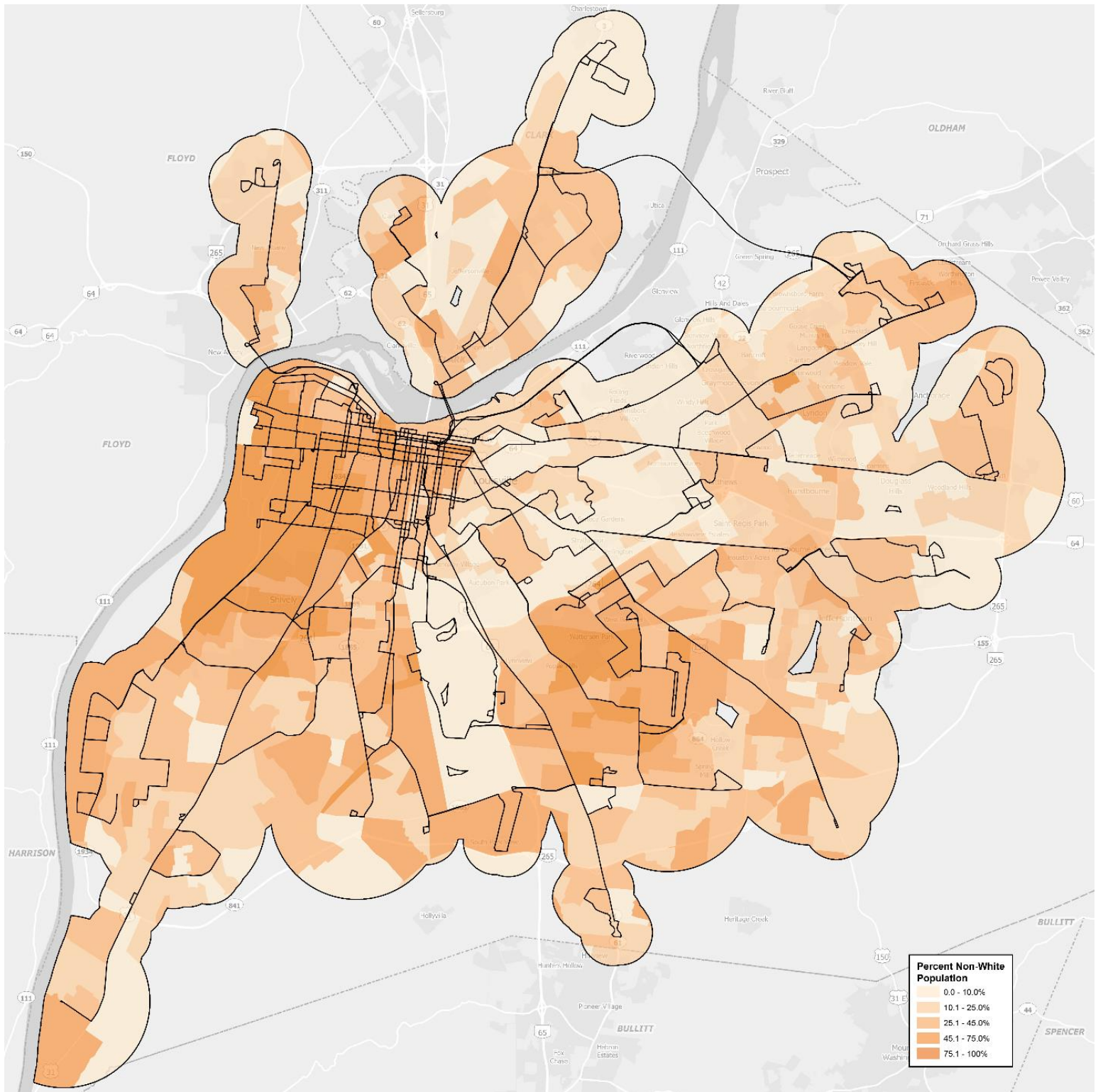


Figure 1 – TARC Service Area; Percent Minority Block Groups

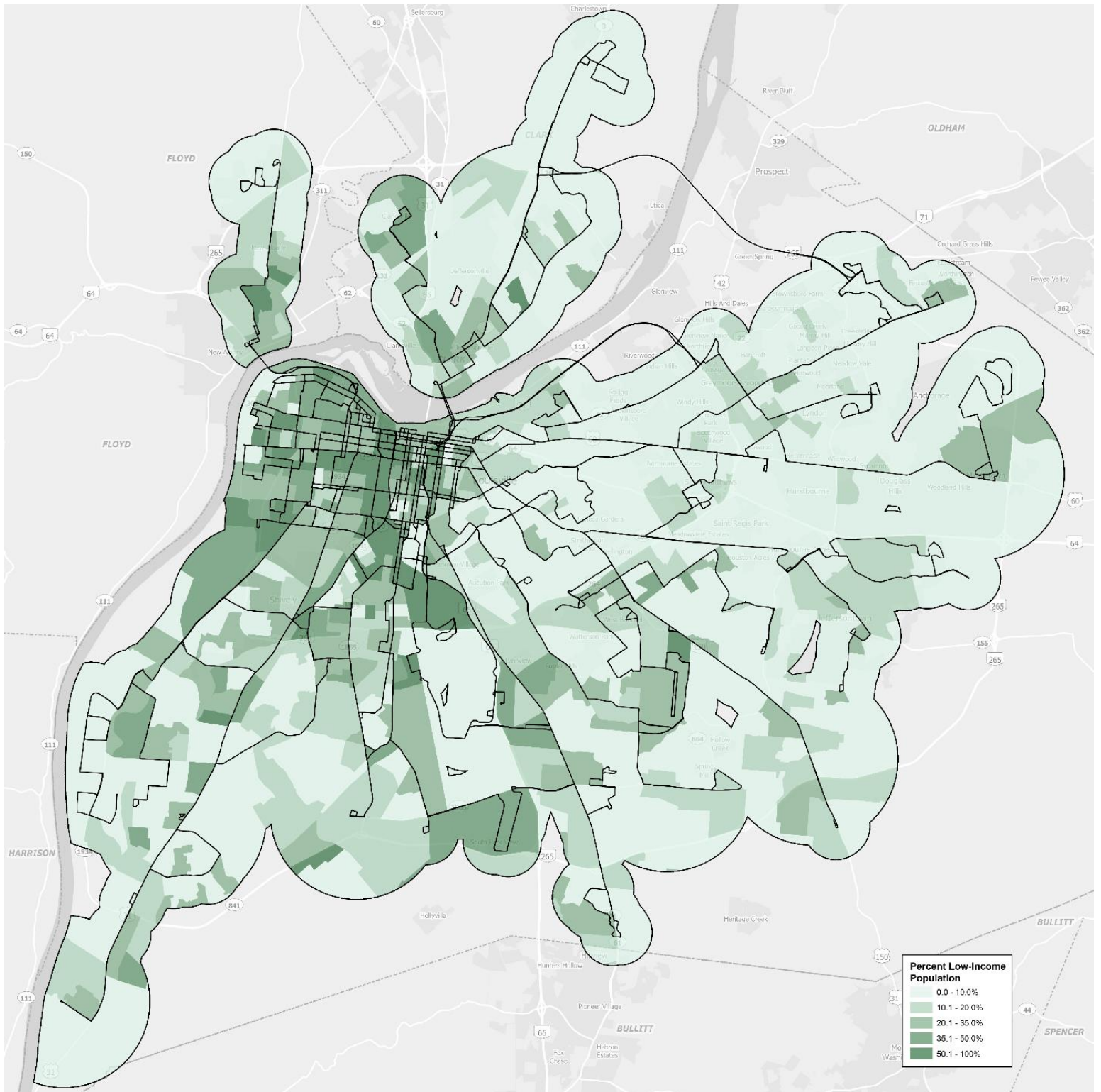


Figure 2 – TARC Service Area; Percent Low Income Block Groups

This analysis uses FTA’s guidance that “passengers will generally walk up to one-quarter mile to bus stops.” Individual route service areas are defined as the sum of each bus stop’s surrounding one-quarter mile area. The route service areas were used to create the demographic profile summary in **Table 2**.

Route Number	% Change Revenue Miles	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low-Income %
2	-22.69%	17,724	7,164	14,049	4,978	40.4%	35.4%
4	0.04%	39,285	18,211	35,716	9,417	46.4%	26.4%
6	-18.63%	27,188	13,425	25,105	7,551	49.4%	30.1%
10	0.02%	19,538	10,309	18,118	4,413	52.8%	24.4%
12	-5.17%	13,106	7,381	12,479	5,734	56.3%	45.9%
15	-44.24%	39,341	14,573	36,898	6,608	37.0%	17.9%
17	-33.60%	32,738	10,524	30,903	4,543	32.1%	14.7%
18	-11.14%	28,732	16,262	27,513	6,510	56.6%	23.7%
19	-20.23%	50,014	26,605	48,448	10,786	53.2%	22.3%
21	-23.83%	41,561	21,409	39,239	9,852	51.5%	25.1%
22	0.79%	15,816	13,563	15,691	5,412	85.8%	34.5%
23	0.12%	64,054	28,433	63,038	11,411	44.4%	18.1%
25	-34.68%	47,721	21,564	47,093	8,560	45.2%	18.2%
27	-18.33%	31,524	20,120	29,909	8,883	63.8%	29.7%
28	0.17%	27,574	11,289	24,903	6,213	40.9%	24.9%
29	-24.13%	37,580	10,774	36,182	5,798	28.7%	16.0%
31	-21.65%	30,497	7,553	28,465	3,360	24.8%	11.8%
40	-41.87%	34,690	8,596	32,514	3,984	24.8%	12.3%
43	-24.02%	37,569	15,782	35,515	8,699	42.0%	24.5%
46	-100.00%	10,933	4,155	10,803	2,009	38.0%	18.6%
52	-3.09%	8,268	5,290	6,734	3,325	64.0%	49.4%
63	-23.87%	32,086	17,302	30,179	7,526	53.9%	24.9%
71	-33.68%	29,464	10,276	26,948	5,969	34.9%	22.2%
72	-23.13%	10,491	4,083	9,084	2,534	38.9%	27.9%
73	-100.00%	18,954	9,698	16,934	4,527	51.2%	26.7%
74	-100.00%	18,316	6,908	16,824	2,638	37.7%	15.7%
75	0.00%	4,851	1,177	4,779	369	24.3%	7.7%
93	0.54%	22,416	9,740	18,546	6,913	43.5%	37.3%
94	-17.73%	4,743	1,627	3,005	1,412	34.3%	47.0%
99	0.50	30,050	20,545	28,806	11,333	68.4%	39.3%
Service Area	-18.80%	759,343	271,628	742,213	112,374	35.8%	15.1%
Indicates Service Change				Red indicates where Route Service Area minority or low-income populations are greater than 10% of the TARC Service Area			
Indicates Major Service Change (change in revenue miles greater than +/-25%)							

Table 2 - Summary of Service Change Levels and Route Service Area Demographics

Major Service Changes Analysis

Major service changes are those where revenue miles are adjusted +/- 25% and require a service equity analysis to determine if potential changes would have a disparate impact on minority populations or place a disproportionate burden on low-income populations. **Table 2** identifies major service changes proposed for routes #15, #17, #25, #40, #46, #71, #73, and #74. The following analysis evaluates the impact of these major service changes.

Route #15



Figure 3.1 – Route 15 Service Area; Percent Minority Block Groups

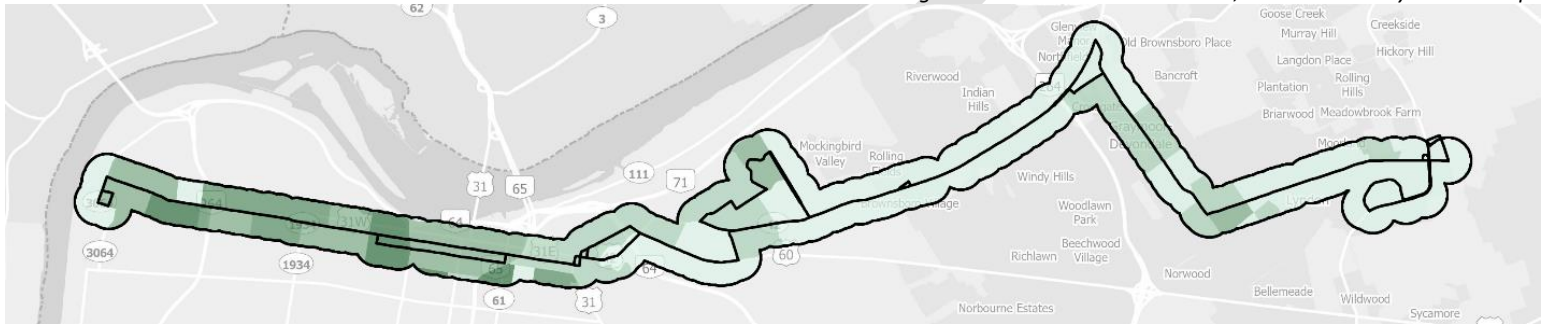


Figure 3.2 – Route 15 Service Area; Percent Low Income Block Groups

Route #15 will see a 44.24% reduction in revenue miles constituting a major service change. **Table 3** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area:

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
15	39,341	14,573	36,898	6,608	37.0%	17.9%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 3 – Route 15 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #17

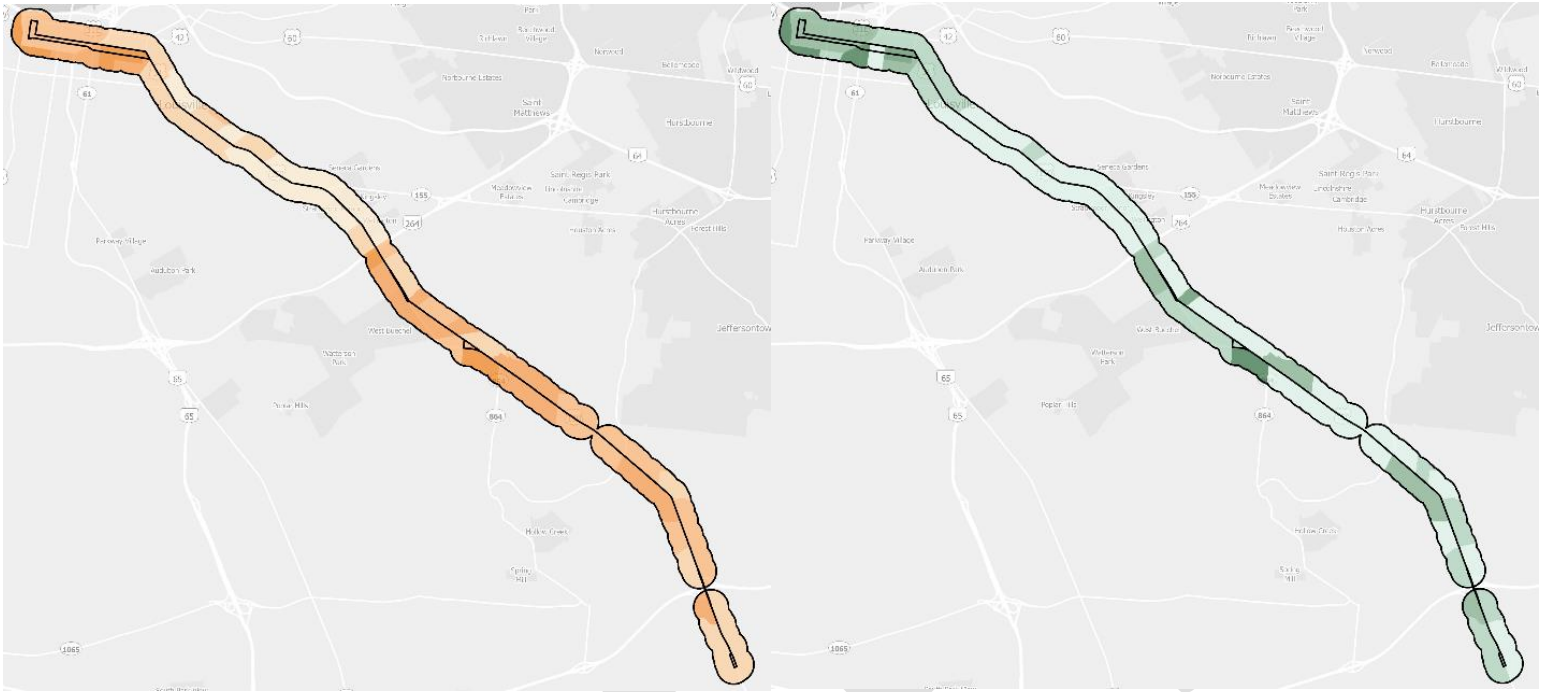


Figure 4 – Route 17 Service Area; 4.1 Percent Minority Block Groups and 4.2 Percent Low Income Block Groups

Route #17 will see a 33.60% reduction in revenue miles constituting a major service change. **Table 4** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
17	32,738	10,524	30,903	4,543	32.1%	14.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 4 – Route 17 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #25

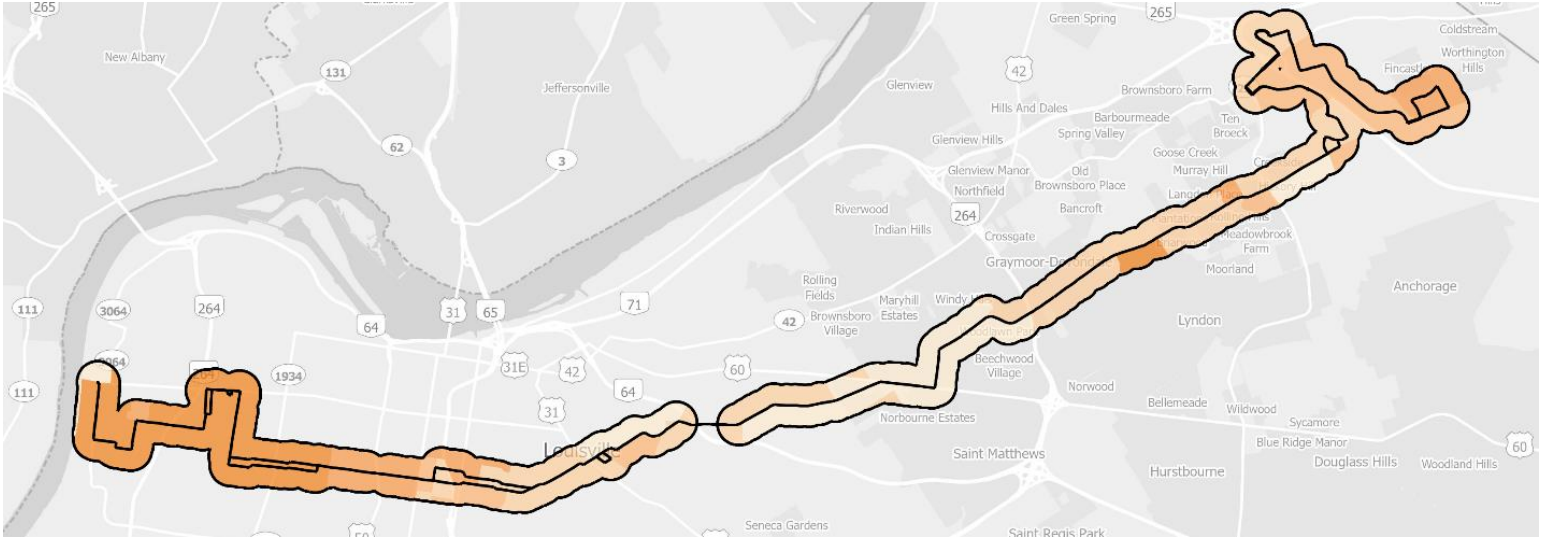


Figure 5.1 – Route 25 Service Area; Percent Minority Block Groups

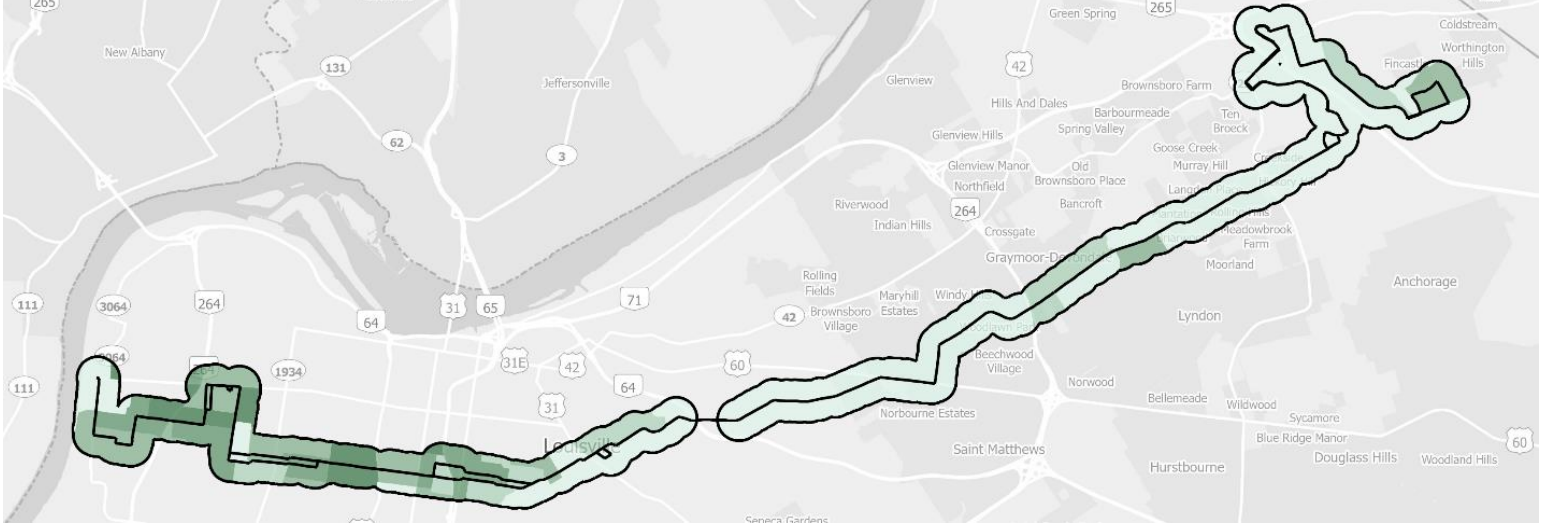


Figure 5.2 – Route 25 Service Area; Percent Low Income Block Groups

Route 25 will see a 34.68% reduction in revenue miles constituting a major service change. **Table 5** provides the demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
25	47,721	21,564	47,093	8,560	45.2%	18.2%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 5 – Route 25 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden.

While route 25 frequencies will be significantly reduced with Saturday Plus service proposal, passengers traveling on this route will have multiple opportunities for connections and transfers to and from other TARC routes operating in the surrounding areas, including all four high frequency routes, 4, 10, 23 and 28, that will continue providing their regular service at 15 min frequencies on weekdays.

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Route #40

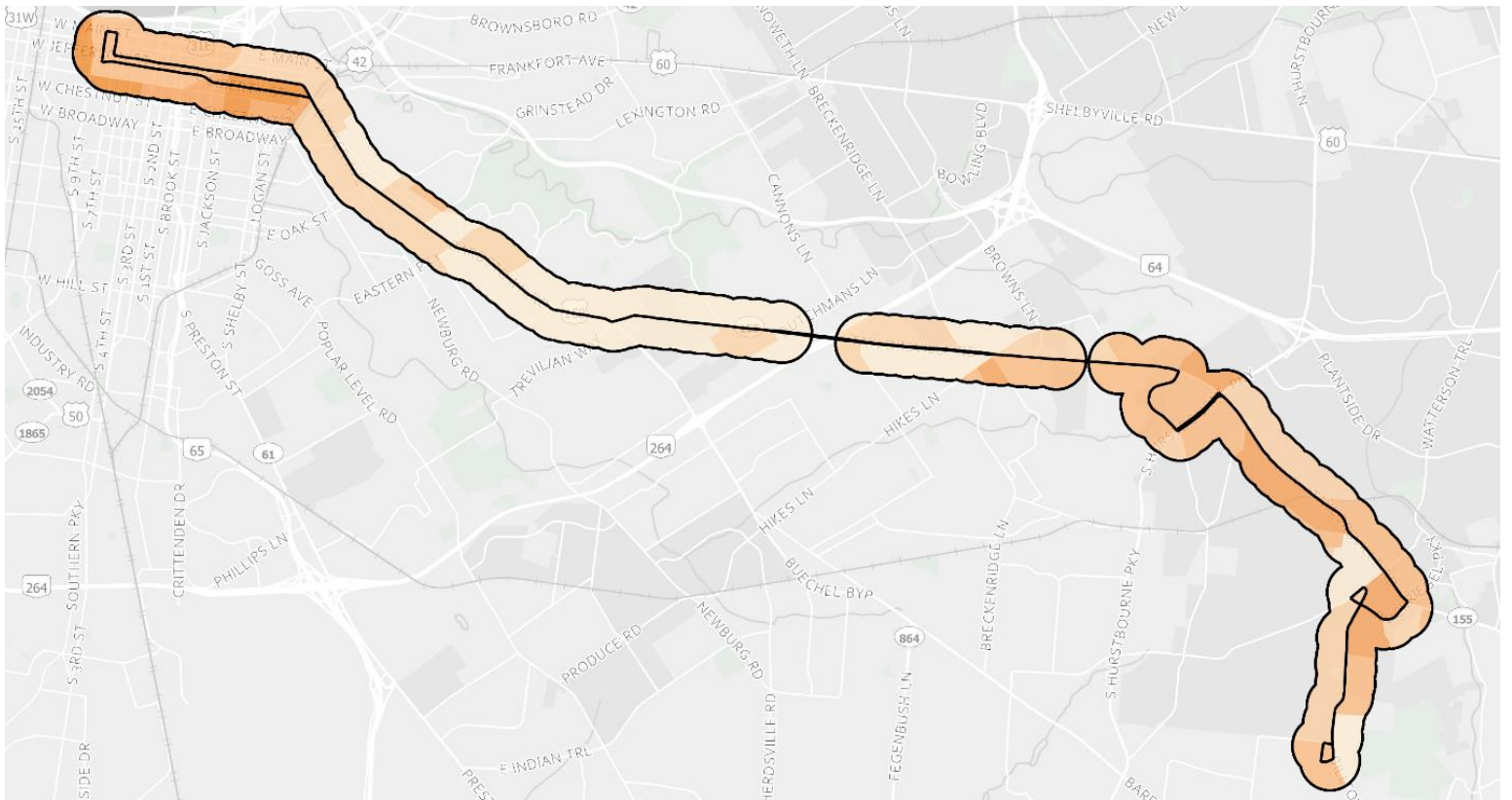


Figure 6.1 – Route 40 Service Area; Percent Minority Block Groups

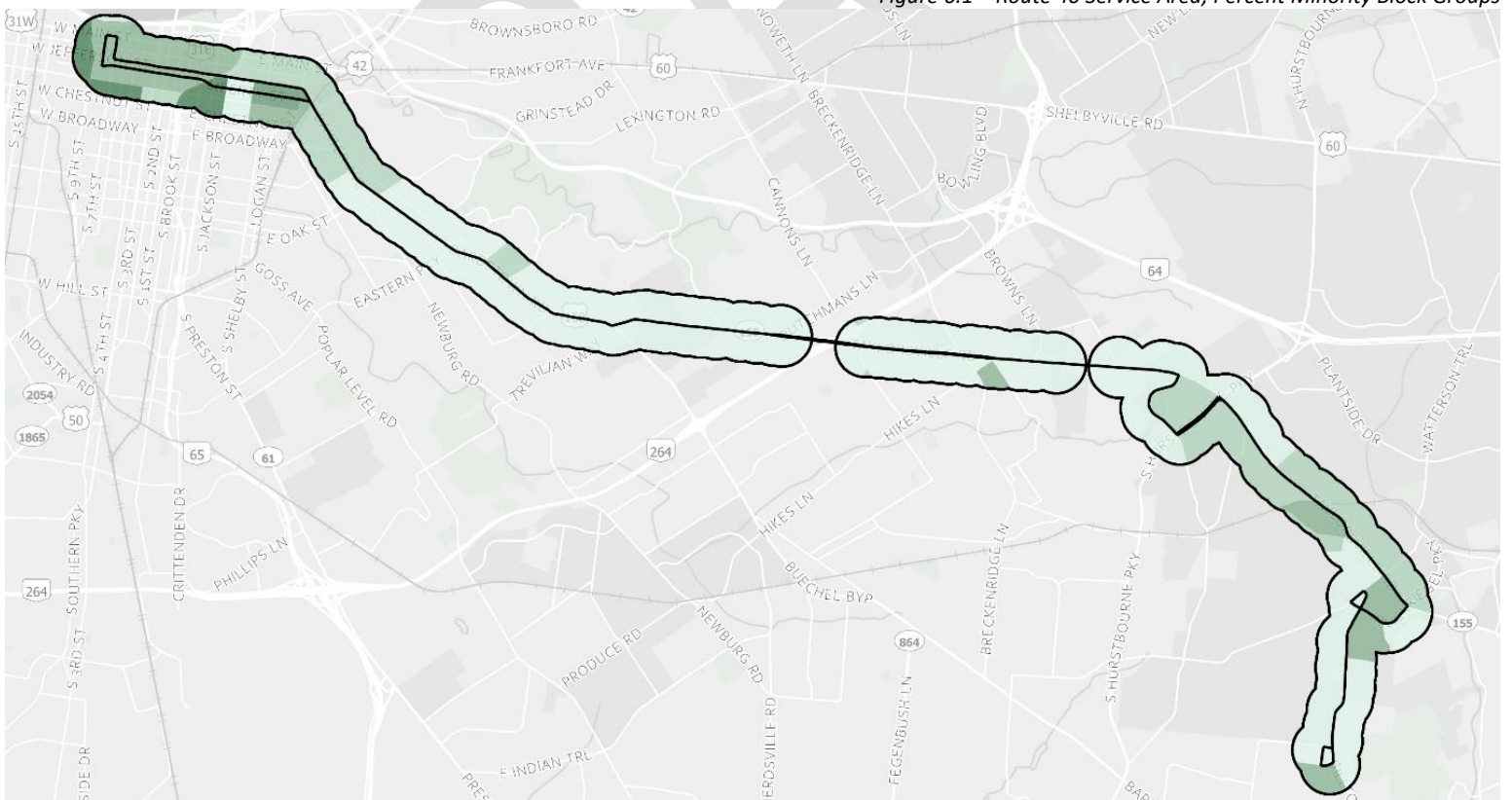


Figure 6.2 – Route 40 Service Area; Percent Low Income Block Groups

Route #40 will see a 41.87% reduction in revenue miles constituting a major service change. **Table 6** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
40	34,690	8,596	32,514	3,984	24.8%	12.3%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 6 – Route 40 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

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Route #46

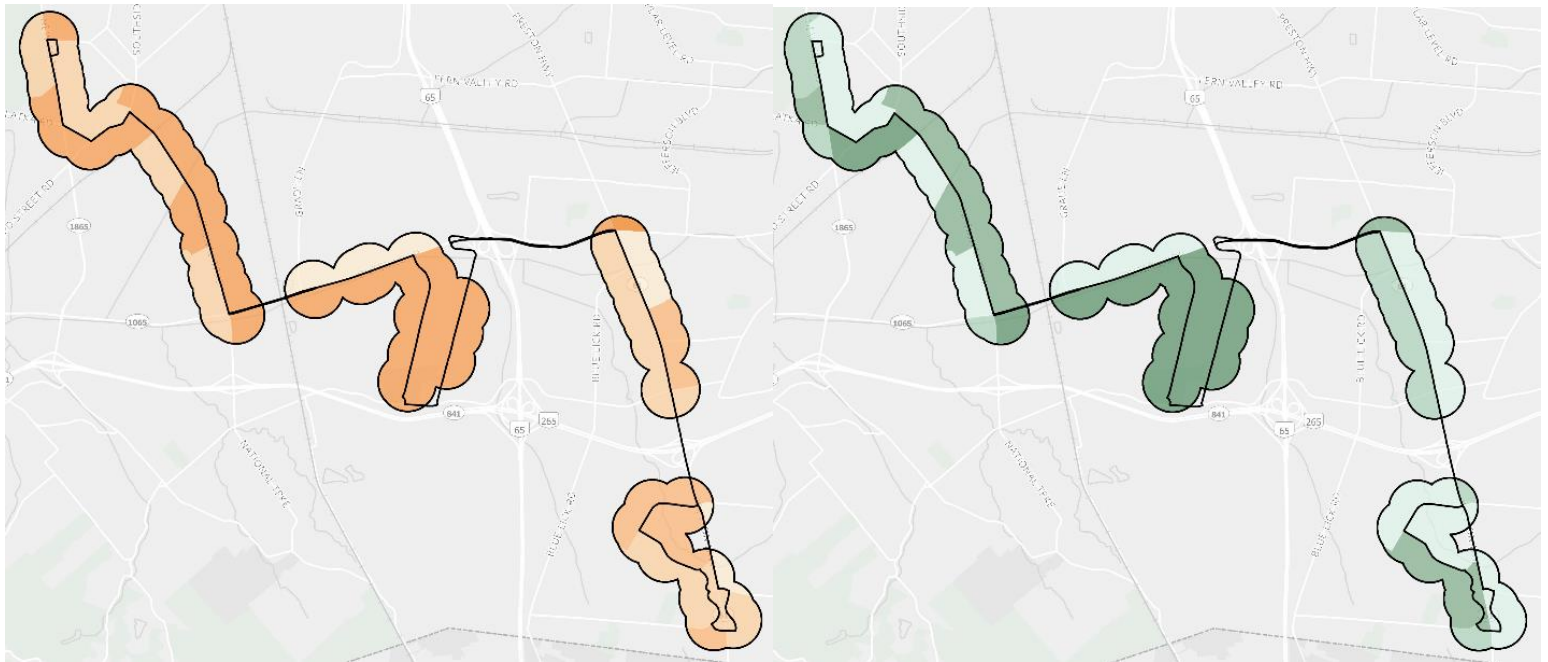


Figure 7 – Route 46 Service Area; 7.1 Percent Minority Block Groups and 7.2 Percent Low Income Block Groups

Route #46 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 7** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
46	10,933	4,155	10,803	2,009	38.0%	18.6%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 7 – Route 46 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus statistically not producing a disparate impact or disproportionate burden.

Route #71

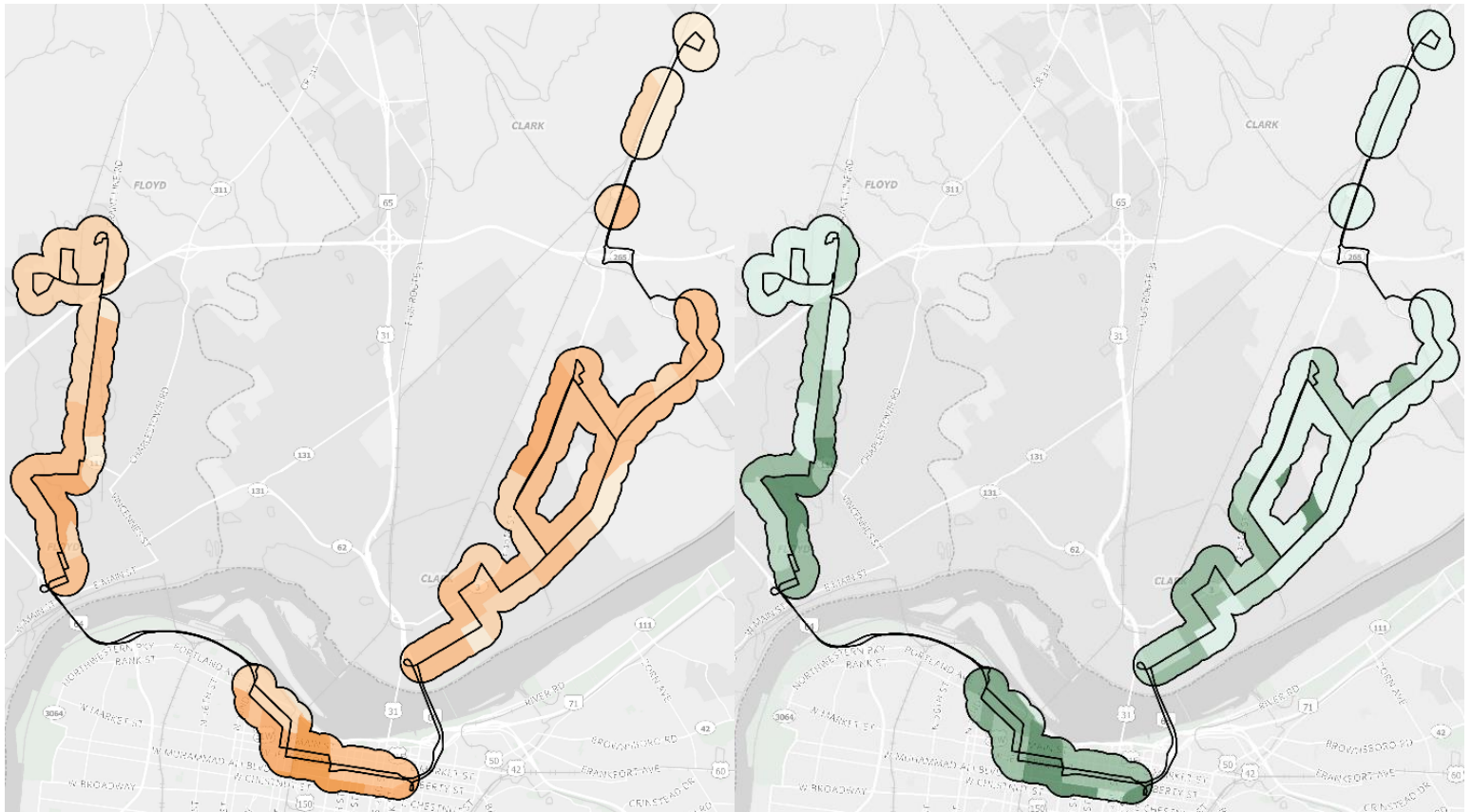


Figure 8 – Route 71 Service Area; 8.1 Percent Minority Block Groups and 8.2 Percent Low Income Block Groups

Route #71 will see a 33.68% reduction in revenue miles constituting a major service change. **Table 8** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
71	29,464	10,276	26,948	5,969	34.9%	22.2%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 8 – Route 71 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Route #73

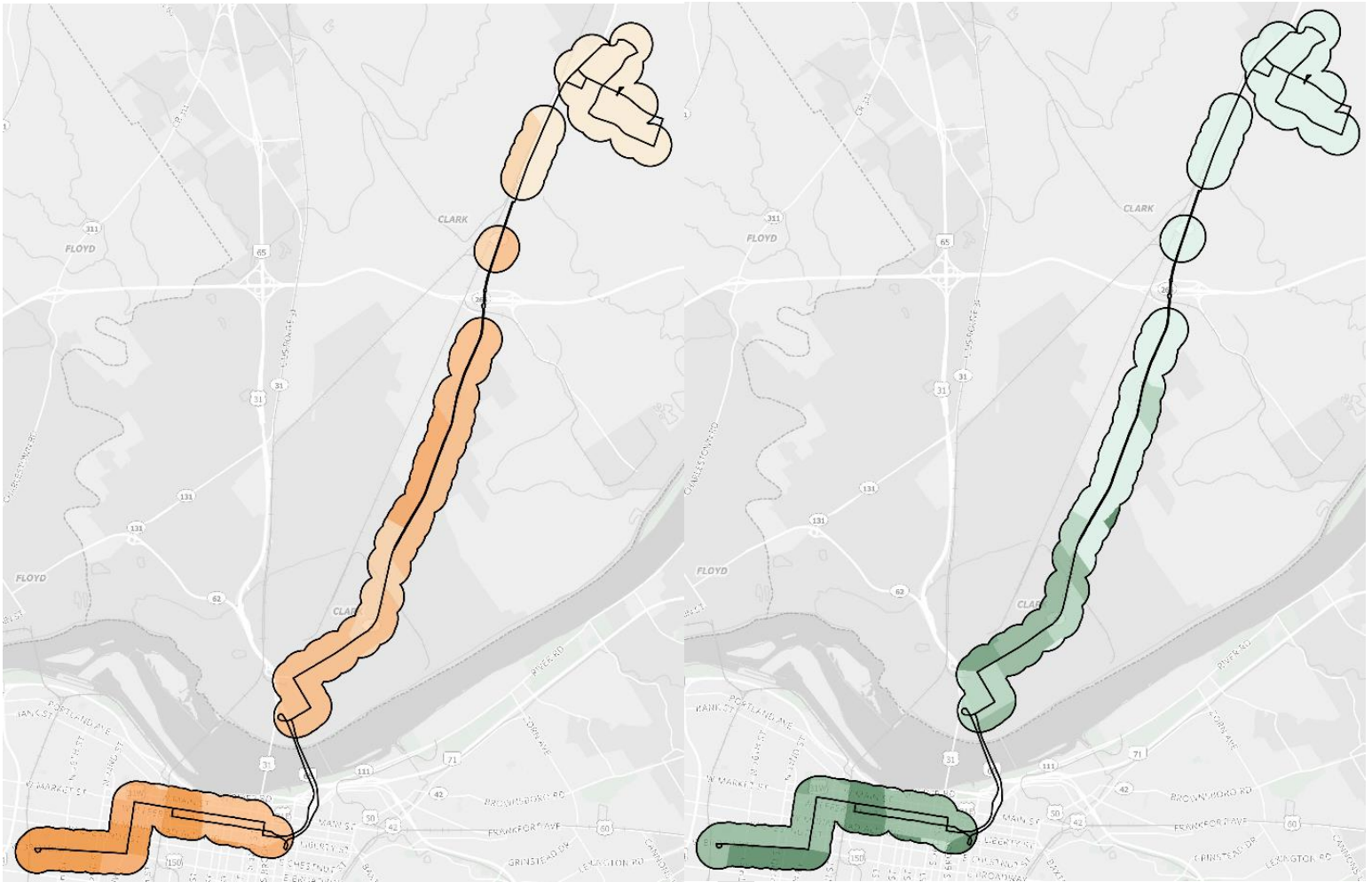


Figure 9 – Route 73 Service Area; 9.1 Percent Minority Block Groups and 9.2 Percent Low Income Block Groups

Route #73 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. Table 9 provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
73	18,954	9,698	16,934	4,527	51.2%	26.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 9 – Route 73 Service Area Demographics

The route service area demographics do exceed the +/- 10% threshold of the service area minority demographics, however, this route is covered in downtown Louisville area by several other routes, and in Jeffersonville by routes 71 and 72. Passengers traveling on this route will have multiple opportunities for connections and transfers to and from other TARC routes operating in the surrounding areas, including

four high frequency routes, 4, 10, 23 and 28, that will continue operating their regular 15 min schedules on weekdays.

Route #74

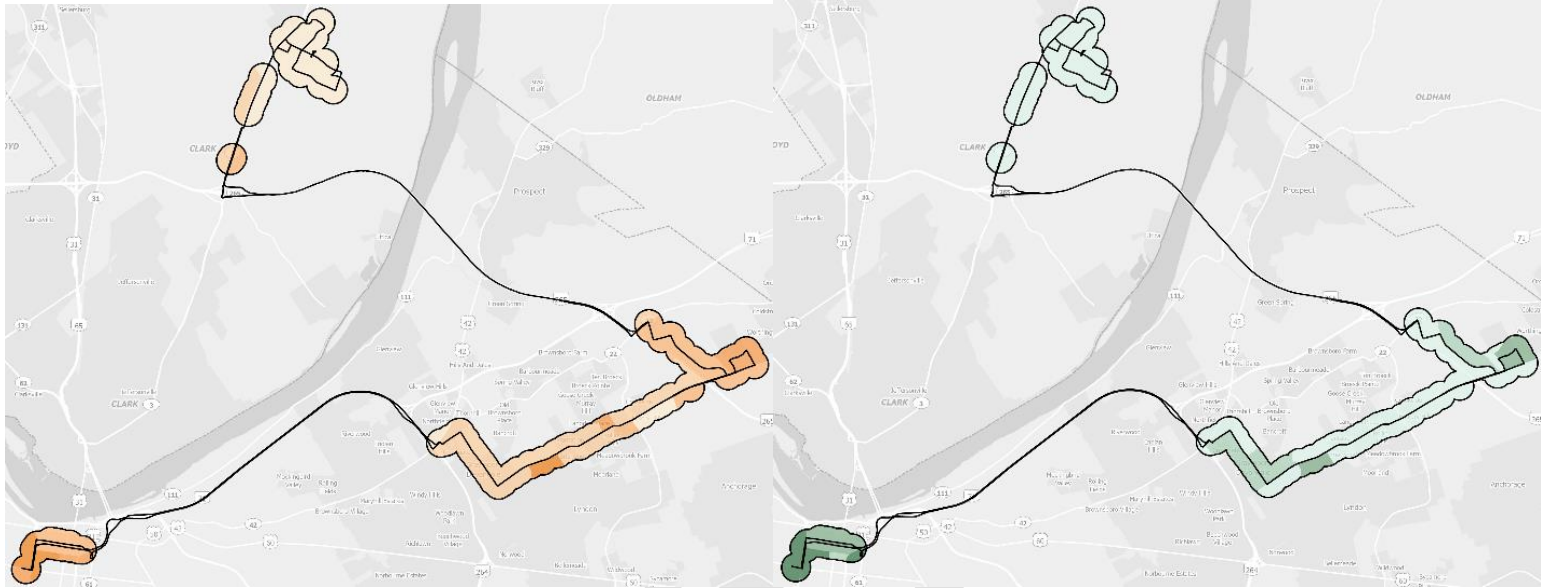


Figure 10 – Route 74 Service Area; 10.1 Percent Minority Block Groups and 10.2 Percent Low Income Block Groups

Route #74 will be discontinued, and will see a 100% reduction in revenue miles constituting a major service change. **Table 10** provides a demographic analysis of the surrounding ¼ mile service area along the route compared to the TARC service area.

Route Number	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low Income %
74	18,316	6,908	16,824	2,638	37.7%	15.7%
Service Area	759,343	271,628	742,213	112,374	35.8%	15.1%

Table 10 – Route 74 Service Area Demographics

The route service area demographics are within +/- 10% of the service area demographics, thus not producing a disparate impact or disproportionate burden.

Additional Comments

TARC recognizes routes with a >25% change as a major service change. However, there are routes that have significant frequency changes, but do not meet the 25% threshold standards. These routes have been noted and analyzed as well. Routes 2, 21, 29, 43, 63, and 72 all have a revenue miles reduction between 22% and 24%. Some of these routes have been identified as routes that would fall under a major service change in comparison with their current, regular Saturday schedule. Mitigation measures have been taken to adjust proposed Saturday Plus schedules with additional trips Monday to Friday to bring

these routes below the major service change threshold, and thus reducing potential impact of service reductions along these routes.

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TARC SERVICE CHANGE PROPOSAL - SATURDAY PLUS

TITLE VI ANALYSIS

TARC Board of Directors June 7, 2024



INTRODUCTION

- I. Saturday Plus Service Changes
- II. Outcome of Saturday Plus
- III. Title VI Analysis Summary
- IV. Public Involvement/Comments Summary

INTRODUCTION TO SATURDAY PLUS

What does Saturday Plus mean?

- TARC will reduce service levels on most routes but preserve the most important core service - #4 Fourth Street, #10 Dixie Rapid, #23 Broadway, and #28 Preston Highway, and a few local routes.

What does that mean for our customers?

- Bus service will stay the same on the four core frequency routes and several local routes, but frequency will be reduced to Saturday frequencies for most routes.

Why is it necessary?

- Saturday Plus allows TARC to reduce expenses until the network redesign is complete and new sources of revenue are identified. It is an interim step until TARC reaches financial stability and additional resources for the network growth.



SATURDAY PLUS SERVICE FACTS

- Most of the TARC routes will operate on Saturday's schedule Monday to Friday
- With **exceptions of high frequency**, high ridership routes
- And, routes necessary to provide **access to major employment hubs**
- Saturday and Sunday schedules will remain the same
- **Hours of service** (AM to PM) on routes changing to Saturday Plus service will be adjusted accordingly
- TARC **service area** will not be impacted with Saturday Plus changes
- **No passengers will be left without TARC service**
- Reduced routes' frequency and number of trips Mon - Friday will potentially impact passenger's daily schedules and **increase wait times** at some stops
- TARC 3 **paratransit service will not be impacted** with Saturday Plus implementation

OUTCOME OF SATURDAY PLUS

- Reduce the **number of trips** on most routes throughout the day
- Reduce the **number of buses** in service Monday – Friday
- On some routes, reduce **service hours** in the morning and evening (start later and end earlier)
- Reduce **hours and miles of service** systemwide
- Reduce **the number of operators** needed for service delivery
- Reduce **cost of service** to balance TARC budget
- Potential **decline in daily ridership** on some routes, and **increase** in ridership on others



SUMMARY OF CHANGES

Saturday Plus Service



OVERVIEW

Saturday Plus is the least intrusive way for TARC to preserve essential service while still taking important action to address the looming fiscal cliff. Weekday schedules on 18 of TARC's 30 bus routes will shift to Saturday-level service, meaning fewer scheduled buses every hour and less frequent service Monday-Friday. This is similar to service reductions TARC implemented during the height of the COVID pandemic. TARC3 service will remain at current levels.

Saturday Plus would begin on June 30, 2024, assuming FY 25 budget approval by Louisville Metro Council.

ROUTES NOT AFFECTED BY SATURDAY PLUS

High Frequency Routes: The four most critical routes in the system, which carry almost 50% of daily ridership, would remain at the exact same level of service Monday through Friday.

- #4 - Fourth Street
- #10 - Dixie Rapid
- #23 - Broadway
- #28 - Preston Highway

In addition, four other routes with more limited service during specific parts of the day or week would remain at the same level of service during the week as well. Those routes include:

- #22 - Twenty Second Street
- #75 - Bluegrass Circulator
- #93 - UPS Shuttle-UL-JCTC
- #99 - UPS Shuttle West Louisville

AFFECTED ROUTES

Effective June 30, 2024, 19 routes would see a reduction of service during weekdays. These routes will continue to run - just not as frequently with possibly later start times or earlier end times. Three routes - #16, #73, and #74 - would be discontinued. The routes are:

- #2 - Second Street
- #6 - Sixth Street
- #12 - Twelfth Street
- #15 - Market Street
- #17 - Bardstown Road
- #18 - Dixie Highway
- #19 - Muhammad Ali Blvd
- #21 - Chestnut Street
- #25 - Oak-Westport Crosstown
- #27 - Hill Street
- #29 - Eastern Parkway
- #31 - Shelbyville Road
- #40 - Taylorsville Road
- #43 - Poplar Level
- #46 - National Turnpike - Outer Loop
- #52 - Medical Circulator
- #63 - Crums Lane
- #71 - Jeffersonville-Louisville-New Albany
- #72 - Clarksville
- #73 - West Louisville - River Ridge
- #74 - Chamberlain Ln - River Ridge
- #94 - Cardinal Shuttle

Preserving Critical Service

The move to Saturday Plus service is not a decision TARC makes lightly. This is done out of absolute necessity in the face of a substantial fiscal cliff which demands an urgent decision. Moving to Saturday Plus service on June 30, 2024 will save in operational costs annually once fully in effect. That means TARC will avoid deeper service cuts later and give the agency and community sufficient time via the TARC 2025 Network Redesign to build a new TARC network within TARC's budget and identify new potential sources of revenue.

June 2024 Proposed Saturday Plus Service

All Routes Will Maintain Their Current Hours and Frequencies on Saturdays and Sundays



INDICATES NO CHANGE IN WEEKDAY SERVICE		INDICATES DISCONTINUED SERVICE			
Route	Route Name	Current Span of Service	Current Frequency	Saturday Plus Span of Service	Saturday Plus Frequency
2	Second Street	05:10 - 22:20	35 / 70	05:10 - 22:20	70
4	Fourth Street	04:50 - 00:14	15 / 30	04:50 - 00:14	15 / 30
6	Sixth Street	04:58 - 00:24	40 / 60	05:20 - 00:37	60
10	Dixie Rapid	04:03 - 00:00	15 / 30	04:03 - 00:00	15 / 30
12	Twelfth Street	04:57 - 20:04	60	05:51 - 20:04	60
15	Market Street	04:58 - 23:39	15-20 / 40 / 70	05:37 - 23:32	60-75
17	Bardstown Road	05:40 - 23:19	20-50 / 60-80 / 40 / 90	06:01 - 22:29	90
18	18th Street - Dixie Highway	03:55 - 00:36	40	05:29 - 00:23	40
19	Muhammad Ali Blvd	04:15 - 00:42	15-30 / 30 / 30-60	04:17 - 00:37	40 / 60
21	Chestnut Street	05:12 - 23:06	30-40 / 45-90 / 70-85	05:53 - 21:56	60-75
22	Twenty-Second Street	05:43 - 19:58	65-85	05:43 - 19:58	65-85
23	Broadway	04:32 - 00:11	15 / 20-60	04:32 - 00:11	15 / 20-60
25	Oak-Westport Crosstown	04:55 - 23:32	30-45 / 45 / 50-70	06:17 - 22:57	70
27	Hill Street	05:13 - 22:15	40 / 60	05:58 - 22:14	60
28	Jackson Street - Preston Highway	04:39 - 00:13	15 / 30-60	04:39 - 00:13	15 / 30-60
29	Eastern Parkway	05:15 - 22:55	36-62 / 40-60	05:16 - 22:54	60
31	Shelbyville Road	05:23 - 23:45	30-60 / 80 / 70	06:15 - 23:35	75-135
40	Taylorsville Road	04:25 - 23:48	35-60 / 75 / 40 / 90	05:18 - 21:44	90
43	Poplar Level	04:42 - 23:53	30-60 / 70 / 80-90	05:35 - 23:26	60-75
46	National Turnpike - Outer Loop	05:00 / 18:20	8 AM and 8 PM trips	Route Discontinued	Route Discontinued
52	Medical Center Circulator	09:30 - 15:44	20-40	09:30 - 17:09	35 / 50
63	Crums Lane	05:04 - 23:35	30-40 / 70 / 60-70	05:55 - 23:42	60 / 70
71	Jeffersonville-Louisville-New Albany	05:17 - 22:36	35 / 55 / 80	05:38 - 22:04	25 / 60-80
72	Clarksville	05:38 - 23:58	30-35 / 50 / 50-80	06:28 - 23:18	45-50 / 80
73	West Louisville - River Ridge	05:25 / 19:39	Total 11 trips / day	Route Discontinued	Route Discontinued
74	Chamberlain Lane - River Ridge	05:07 / 20:14	Total 11 trips / day	Route Discontinued	Route Discontinued
75	Bluegrass Circulator	Total 8 trips / day	4 AM and 4 PM trips	Total 8 trips / day	4 AM and 4 PM trips
93	UPS Shuttle-UL-JCTC	03:26 / 00:36	2 AM and 2 PM trips	03:26 / 00:36	2 AM and 2 PM trips
94	Cardinal Shuttle	06:40 - 21:36	3 - 5 / 10	06:40 - 21:36	6 / 10
99	UPS Shuttle West Louisville	04:29 / 23:18	1 AM and 1 PM trip	04:29 / 23:18	1 AM and 1 PM trip



SATURDAY PLUS SUMMARY OF CHANGES

JUNE 2024 PROPOSED SATURDAY PLUS SERVICE ALL ROUTES WILL MAINTAIN THEIR CURRENT HOURS AND FREQUENCIES ON SATURDAYS AND SUNDAYS					
INDICATES NO CHANGE IN WEEKDAY SERVICE					
ROUTE	ROUTE NAME	CURRENT SPAN OF SERVICE	CURRENT FREQUENCY	SATURDAY+ SPAN OF SERVICE	SATURDAY+ FREQUENCY
2	Second Street	05:10 - 22:20	35 / 70	06:15 - 22:20	70
4	Fourth Street	04:50 - 00:14	15 / 30	04:50 - 00:14	20
6	Sixth Street	04:58 - 00:24	40 / 60	05:20 - 00:37	60
10	Dixie Rapid	04:03 - 00:00	15 / 30	04:03 - 00:00	15 / 30
12	Twelfth Street	04:57 - 20:04	60	09:51 - 18:09	60
15	Market Street	04:58 - 23:39	15-20 / 40 / 70	05:37 - 23:32	60-75
17	Bardstown Road	05:40 - 23:19	20-50 / 60-80 / 40 / 90	06:01 - 22:29	90
18	Dixie Highway	03:55 - 00:36	40	05:29 - 00:23	40
19	Muhammad Ali Blvd	04:15 - 00:42	15-30 / 30 / 30-60	05:14 - 00:37	40 / 60
21	Chestnut Street	05:12 - 23:06	30-40 / 45-90 / 70-85	05:53 - 21:56	60-75
22	Twenty-Second Street	05:43 - 19:58	65-85	05:43 - 19:58	65-85
23	Broadway	04:32 - 00:11	15 / 20-60	04:32 - 00:11	15 / 20-60
25	Oak-Westport Crosstown	04:55 - 23:32	30-45 / 45 / 50-70	06:17 - 22:57	70
27	Hill Street	05:13 - 22:15	40 / 60	05:58 - 22:14	60
28	Jackson Street-Preston Highway	04:39 - 00:13	15 / 30-60	04:39 - 00:13	15 / 30-60
29	Eastern Parkway	05:15 - 22:55	36-62 / 40- 60	05:55 - 21:34	60
31	Shelbyville Road	05:23 - 23:45	30-60 / 80 / 70	06:15 - 11:35	75-135
40	Taylorsville Road	04:25 - 23:48	35-60 / 75 / 40 / 90	05:18 - 21:44	90
43	Poplar Level	04:42 - 23:53	30-60 / 70 / 80-90	05:35 - 23:26	60-75
46	National Turnpike - Outer Loop	05:00 / 18:20	8 AM and 8 PM trips	Route Discontinued	Route Discontinued
52	Medical Center Circulator	09:30 - 15:44	20-40	09:30 - 17:09	35 / 50
63	Crums Lane	05:04 - 23:35	30-40 / 70 / 60-70	05:55 - 21:35	60 / 70
71	Jeffersonville-Louisville-New Albany	05:17 - 22:36	35 / 55 / 80	05:38 - 22:04	25 / 60-80
72	Clarksville	05:38 - 23:58	30-35 / 50 / 50-80	06:28 - 23:18	45-50 / 80
73	West Louisville-River Ridge	05:25 / 19:39	Total 11 trips / day	Route Discontinued	Route Discontinued
74	Chamberlain Lane-River Ridge	05:07 / 20:14	Total 11 trips / day	Route Discontinued	Route Discontinued
75	Bluegrass Circulator	Total 8 trips /day	4 AM and 4 PM trips		
93	UPS Shuttle-UL-JCTC	03:26 / 00:36	2 AM and 2 PM trips	03:26 / 00:36	4 trips - no change
94	Cardinal Shuttle	06:40 - 21:36	3 - 5 / 10	06:40 - 21:36	6 min all day
99	UPS Shuttle West Louisville	04:29 / 23:18	1 AM and 1 PM trip	04:29 / 23:18	2 trips - no change



PROPOSED SATURDAY PLUS EVALUATION

- Performed detailed **analysis** of all changes for every route systemwide
- **Evaluated route's performance**, ridership, revenue hours and miles of service
- **Cost** per passenger, cost per route, annual cost of service
- Evaluate **impact on TARC ridership**
- Potential **impact on low income and minorities populations** (Title VI Analysis)
- Impact on **TARC workforce**
- Potential impact on **major employers**
- Potential impact on **JCPS riders**
- Completed **public involvement** process
- TARC will assist our passengers with **trip planning tools**

TITLE VI ANALYSIS: SUMMARY OF FINDINGS

Title VI Background

- Title VI of the Civil Rights Act of 1964 is a nondiscrimination statute.
- As set forth by the Title VI and its nondiscrimination authorities TARC is committed to do the following:
 - Ensure that the level and quality of transit service and transit amenities are provided without regard to race, color, or national origin
 - Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations
 - Promote the full and fair participation of all affected populations in transit decision making
 - Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations
 - Ensure meaningful access to programs and activities by persons with limited English proficiency

TITLE VI ANALYSIS: TARC'S POLICIES

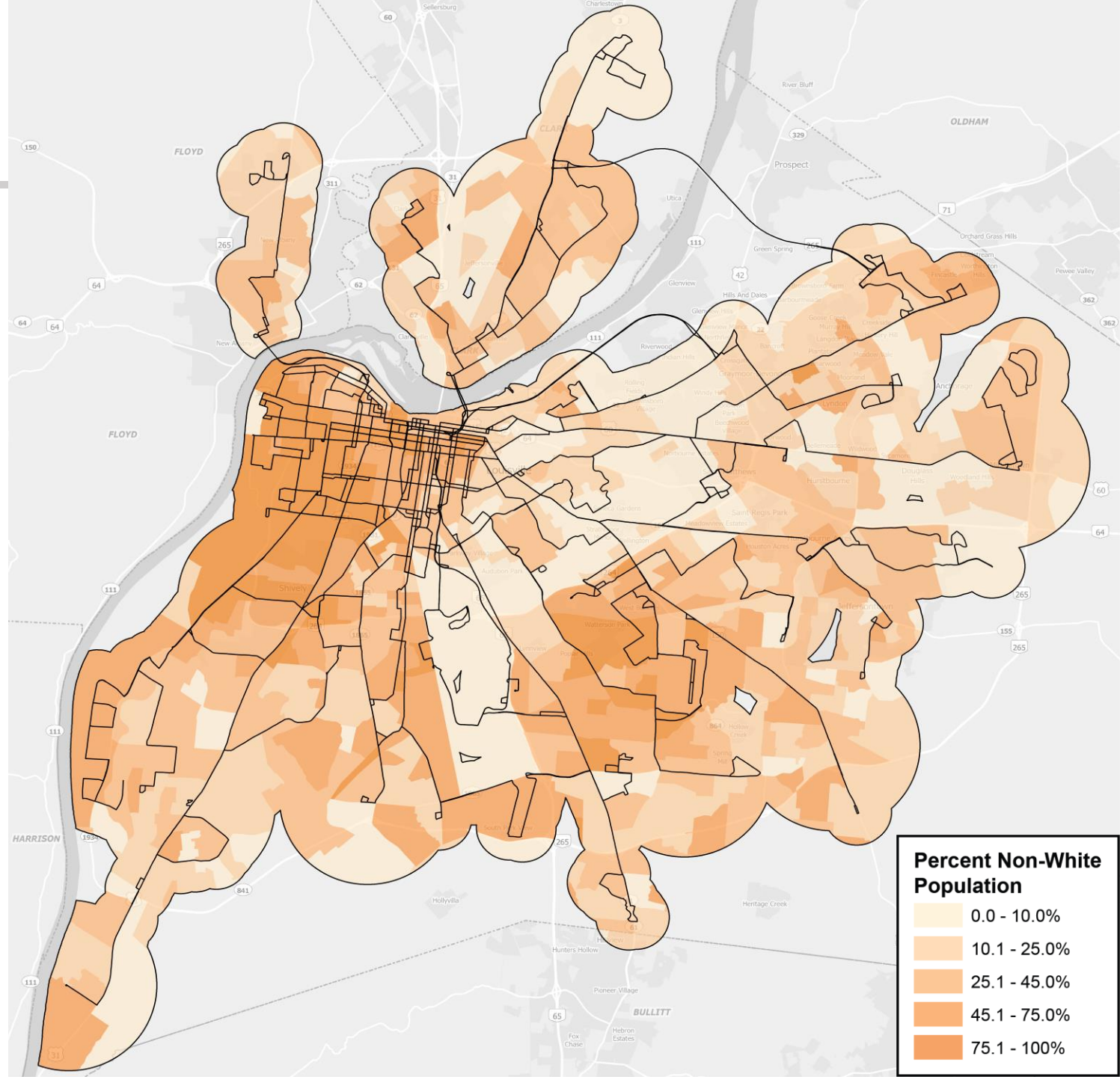
- TARC's Title VI policy defines a **Major Service Change** as any change in revenue miles over 25%.
- A Major Service Change **requires a Service Equity Analysis** of individual routes and the cumulative network.
- The **Service Equity Analysis determines** whether a Major Service Change would have a Disparate Impact on minority populations or place a Disproportionate Burden on low-income populations.
- A Major Service Change is found to have a disparate impact when the Route Service Area (defined as ¼-mile from a bus stop) has a minority population greater than 10% of the TARC Service Area (defined as ¾-mile from a bus stop and 2 miles from a Park and TARC) minority population.
- A Major Service Change is found to have a disproportionate burden when the Route Service Area (defined as ¼-mile from a bus stop) has a low-income population greater than 10% of the TARC Service Area (defined as ¾-mile from a bus stop and 2 miles from a Park and TARC) low-income population.
- **Mitigation measures** are required if a proposed Major Service Change is found to have a disparate impact or a disproportionate burden.



TARC SERVICE AREA

Percentage of minority population by census block groups

Title VI Populations	% of TARC Service Area
Minority	35.77
Low-Income	15.14

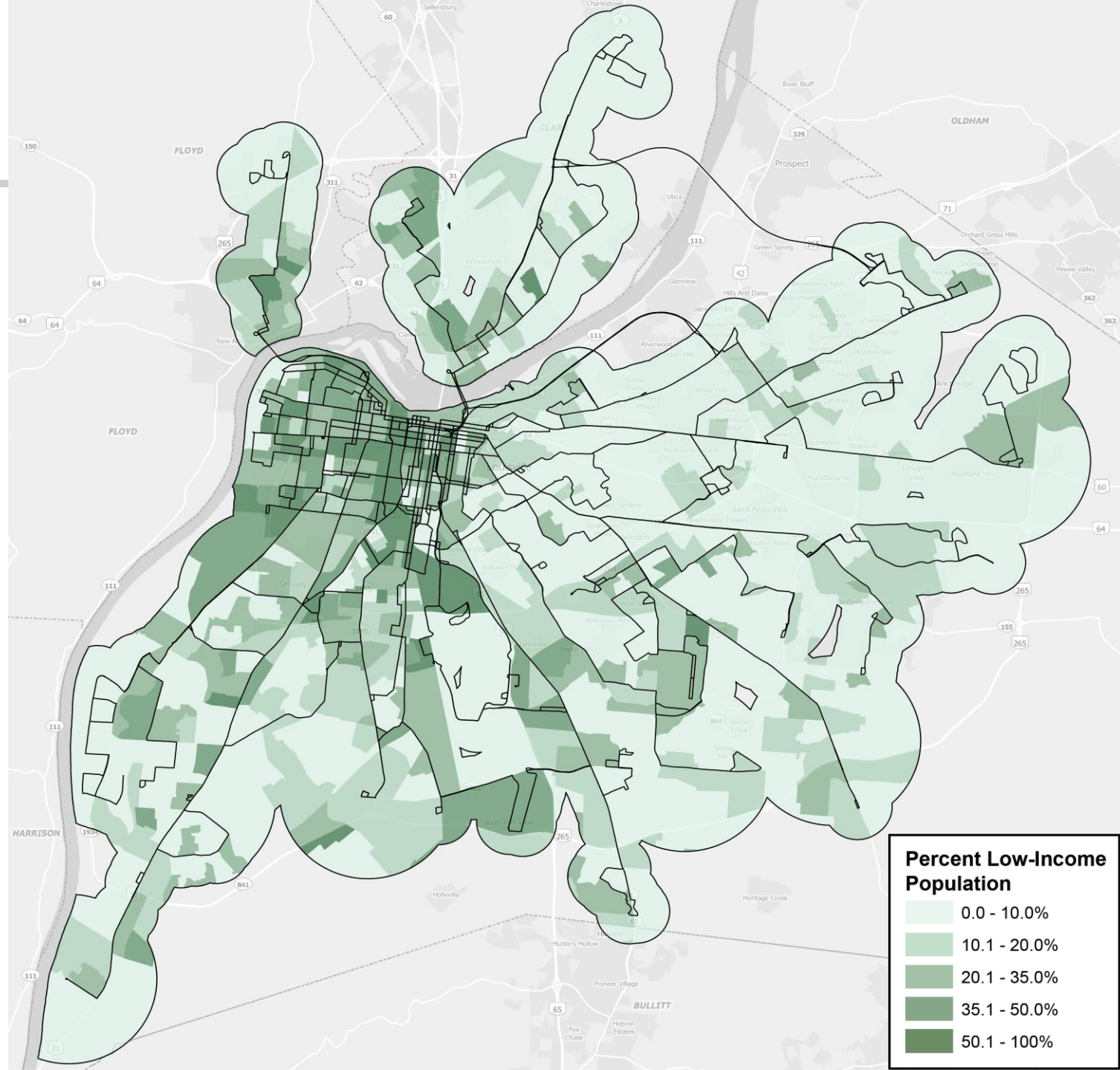




TARC SERVICE AREA

Percentage of low-income population by census block groups

Title VI Populations	% of TARC Service Area
Minority	35.77
Low-Income	15.14





DEMOGRAPHICS ANALYSIS

Route Number	% Change Revenue Miles	Population	Minority Population	Total Surveyed	Low-Income Population	Route Minority %	Route Low-Income %
2	-22.69%	17,724	7,164	14,049	4,978	40.4%	35.4%
4	0.04%	39,285	18,211	35,716	9,417	46.4%	26.4%
6	-18.63%	27,188	13,425	25,105	7,551	49.4%	30.1%
10	0.02%	19,538	10,309	18,118	4,413	52.8%	24.4%
12	-5.17%	13,106	7,381	12,479	5,734	56.3%	45.9%
15	-44.24%	39,341	14,573	36,898	6,608	37.0%	17.9%
17	-33.60%	32,738	10,524	30,903	4,543	32.1%	14.7%
18	-11.14%	28,732	16,262	27,513	6,510	56.6%	23.7%
19	-20.23%	50,014	26,605	48,448	10,786	53.2%	22.3%
21	-23.83%	41,561	21,409	39,239	9,852	51.5%	25.1%
22	0.79%	15,816	13,563	15,691	5,412	85.8%	34.5%
23	0.12%	64,054	28,433	63,038	11,411	44.4%	18.1%
25	-34.68%	47,721	21,564	47,093	8,560	45.2%	18.2%
27	-18.33%	31,524	20,120	29,909	8,883	63.8%	29.7%
28	0.17%	27,574	11,289	24,903	6,213	40.9%	24.9%
29	-24.13%	37,580	10,774	36,182	5,798	28.7%	16.0%
31	-21.65%	30,497	7,553	28,465	3,360	24.8%	11.8%
40	-41.87%	34,690	8,596	32,514	3,984	24.8%	12.3%
43	-24.02%	37,569	15,782	35,515	8,699	42.0%	24.5%
46	-100.00%	10,933	4,155	10,803	2,009	38.0%	18.6%
52	-3.09%	8,268	5,290	6,734	3,325	64.0%	49.4%
63	-23.87%	32,086	17,302	30,179	7,526	53.9%	24.9%
71	-33.68%	29,464	10,276	26,948	5,969	34.9%	22.2%
72	-23.13%	10,491	4,083	9,084	2,534	38.9%	27.9%
73	-100.00%	18,954	9,698	16,934	4,527	51.2%	26.7%
74	-100.00%	18,316	6,908	16,824	2,638	37.7%	15.7%
75	0.00%	4,851	1,177	4,779	369	24.3%	7.7%
93	0.54%	22,416	9,740	18,546	6,913	43.5%	37.3%
94	-17.73%	4,743	1,627	3,005	1,412	34.3%	47.0%
99	0.50	30,050	20,545	28,806	11,333	68.4%	39.3%
Service Area	-18.80%	759,343	271,628	742,213	112,374	35.8%	15.1%
Indicates Service Change		Indicates Major Service Change		Red indicates where Route Service Area minority or low-income populations are greater than 10% of the TARC Service Area			



SATURDAY PLUS TITLE VI ANALYSIS: SUMMARY OF FINDINGS

Routes with a Proposed Major Service Change (change in revenue miles >25%)	Routes where Minority Population is Greater than 10% of Service Area Minority Population	Routes where Low-Income Population is Greater than 10% of Service Area Low-Income Population
2	4	2
12	6	4
15	10	6
17	12	12
19	18	22
25	19	27
29	21	52
31	22	72
40	27	73
63	52	93
71	63	94
	73	99
	99	
	Service Area Minority %: 35.7	Service Area Low-Income %: 15.1



TITLE VI ANALYSIS

- Major service changes, such as proposed Saturday Plus, can have significant impact on the community and public transit ridership systemwide.
- While developing this proposal, TARC made every effort to adjust routes' schedules to minimize and avoid potential disparate impact and disproportionate burden on ridership.
- However, the impact of the reduced level of service on our ridership will be real and will be felt by all across our service area.
- Per TARC's adopted Service Change Policies, Saturday Plus proposed service **does not constitute a major service change systemwide.**
- Changes proposed to single routes #15, #17, #25, #31, #40, #71, present **major service change** in their service areas.
- Based on the outcomes of the performed statistical analyses, these **routes' service area demographics are within +/-10% of the service area demographics, thus statistically do not present a disparate impact or disproportionate burden** on minorities and low-income populations.
- We realize, the entire TARC ridership will be impacted with longer wait time at some stops, less transfer opportunities, and shorter hours of operations on some routes.

TITLE VI ANALYSIS

- The statistical analysis and data that could present potential impact of these changes are outlined in the Title VI Equity Analysis Summary.
- Local routes #46, #73 and #74, morning and evening trips proposed for elimination have low ridership and carry a very small percentage of TARC's weekday passengers (less than 0.5%).
- Despite low ridership on these routes, we received 17 comments against service elimination.
- TARC will continue monitoring ridership and routes' performance, and any potential impact on transit users with focus on minority and low-income populations.
- Potential concerns and impact related to proposed service changes will be reevaluated, and if needed, adjusted with the next TARC's regular service changes in January 2025.



HOW IS TARC RESPONDING?

Addressing Future Needs

- Develop budget projections for coming years while facing “fiscal cliff” in the transit industry
- Develop new, restructured system plan TARC 2025 for immediate improvements
- Evaluate alternatives for TARC System improvements with various level of funding
- Develop TARC “System of the Future” that will provide adequate service to the community for the next decade
- Explore various funding opportunities for TARC to ensure sustainable public transit for Louisville Metro and the region for years to come



PUBLIC INVOLVEMENT PROCESS

TARC has **collected comments** from the public through the ridetararc.org website, phone line, and social media from May 21st through June 6th

Two **open-house public meeting** were held to collect comments:

June 4th at Union Station

June 5th at Douglass Boulevard Christian Church

We received a total of **235** comments by June 6th. Of the comments received:

203 - were negative towards Saturday Plus changes

4 - were positive towards Saturday Plus changes

28 - were general comments about Saturday Plus changes

Routes 19, 31, 71, 73 received the most negative comments

79 comments were received negatively not relating to a specific route

Route Number	Positive	Negative	General
4	0	1	1
6	0	2	0
10	0	1	0
15	0	3	0
17	0	4	0
19	0	10	1
21	0	0	1
23	1	3	2
25	0	5	0
28	0	1	0
29	1	3	0
31	0	42	1
40	0	5	1
43	0	5	0
46	0	5	0
52	0	0	1
63	0	3	1
71	0	15	0
72	0	4	2
73	0	10	0
74	0	2	1
General	1	79	16
TARC3	0	1	3
Express Routes	0	5	0
On-Demand	1	1	1
Past Discontinued Routes:	0	3	2
Total	4	203	28



THANK YOU



Questions or Comments?

TARC Service Changes
Saturday Plus - June 30, 2024
Public Input Summary

Public Participation Process

In accordance with the TARC's Public Participation Policy, TARC has solicited public comments on the proposed changes through various channels of communication and through the two public meetings held on June 4th and June 5th. All public comments have been summarized for consideration and will be presented to the Board of Directors as part of the service change proposals for June 2024.

The public has been notified and invited to comment on the proposed service changes through a news release widely distributed to the media, local elected officials, neighborhoods and community organizations, and social media. TARC also solicited comments through the ridetarc.org website, phone line, and social media outlets. In addition, the public can provide comments to TARC at any time via phone, email, letters, and social media.

This document will serve as a summary of the most common comments and concerns and will be accompanied by a list of all comments submitted. Comments were compiled from multiple sources such as social media posts, PublicComment@ridetarc.org, TARC customer service, in-person, and traditional mail. Some comments made through these channels do not directly relate to the Saturday Plus service changes, however they are part of the overall public input and will be reviewed and considered by TARC.

Public Comments

As of June 6th, TARC has received 235 individual public comment submissions related to the proposed Saturday Plus service changes. Changes to the schedules generated the most public concerns and comments. The most comments were received for routes 31, 71, 19, and 73 of being not in favor of the changes to these routes. Overall, 203 (86%) of the comments received were negative towards the proposed changes or towards TARC system and Louisville in general.

Route Number	Positive	Negative	General
4	0	1	1
6	0	2	0
10	0	1	0
15	0	3	0
17	0	4	0
19	0	10	1
21	0	0	1
23	1	3	2
25	0	5	0
28	0	1	0
29	1	3	0
31	0	42	1
40	0	5	1
43	0	5	0
46	0	5	0
52	0	0	1
63	0	3	1
71	0	15	0
72	0	4	2
73	0	10	3
74	0	2	1
General	1	79	16
TARC3	0	1	3
Express Routes	0	5	0
On-Demand	1	1	1
Past Discontinued Routes			
62	0	1	0
80	0	1	1
82	0	1	1
Total	4	203	28

Summary of Comments

Schedule and Route Concerns

- Service ends too early for some routes
- Hard to make connections/transfers
- Saturday times not aligning to work schedules
 - Arrive at work too late or too early
 - Have to wait long times to get home
- TARC buses should come every 20 minutes for all routes
- Want route 82 back
- We need more routes not less
- Need 24-hour TARC service
- Keep route 73
- People rely on TARC, cutting service is not the right choice
- Not enough morning and evening trips to VA
- Buses will be more crowded in west Louisville
- Buses are already late or don't show up, changes will make it worse
- Bring back express routes

Financial

- TARC needs to be funded more
- Raise fares for additional income
- Students should ride for free or at a discount
- More funding for TARC and less for police

Executive

- Lack of concern by the people in charge to get TARC more funding and a criminal investigation is needed
- The “budget gap” is an attempt by the city to strip benefits from low income families
- Fire executives and use that money to better pay drivers
- More concerned about TARC jobs than jobs of the community
- The mayor should be held accountable not the public
- Combine TARC and JCPS
- Backdoor conspiring from TARC and JCPS leaders
- Fire all upper level administrative staff and replace them with ChatGPT

Outreach

- Print in pocket schedules are too small
- Need a campaign to promote people to ride the bus
- Transit App/Google needs to work better with TARC
- Concerned if actual riders are aware of the changes
- Changes have not been well publicized
- Not everyone has a smartphone for information or pay fares
- Unhappy with detours and notification of detours

Other

- TARC3 concerns
- Concerns for River Ridge businesses in Indiana
- Changes are unacceptable and will cause ridership to go down
- People on disability should ride for free
- Want more on-demand service
- Increase enforcement of fare-evaders
- TARC is inferior to European transit