

METROPOLITAN AIRPORTS COMMISSION

ORDINANCE NO. 124

TRANSPORTATION NETWORK COMPANIES ORDINANCE

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METROPOLITAN AIRPORTS COMMISSION

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METROPOLITAN AIRPORTS COMMISSION
ORDINANCE NO. 124
TRANSPORTATION NETWORK COMPANIES ORDINANCE

An Ordinance to promote and conserve public safety, health, peace, convenience and welfare and to provide revenue to fund the establishing of and maintenance of ground transportation facilities at Minneapolis – St. Paul International Airport, by regulating the operation of all Transportation Network Companies and Transportation Network Company Drivers operating at Minneapolis-St. Paul International Airport, a public airport under the operation, direction and control of the Metropolitan Airports Commission.

The Metropolitan Airports Commission does ordain:

SECTION 1 – DEFINITIONS

- 1.1 **Active on the TNC Digital Network.** The status of a TNC Driver when operating which includes but is not limited to: when the TNC Driver is logged onto the TNC Digital Network showing that the TNC Driver is available to pick up Passengers; when a Passenger is in the vehicle; or when the TNC Driver has accepted a ride request and is en route to provide transportation services to a Passenger.
- 1.2 **Airport.** Minneapolis-St. Paul International Airport, Wold-Chamberlain Field, a public airport under the supervision, operation, direction and control of the Metropolitan Airports Commission, and located in the County of Hennepin and State of Minnesota.
- 1.3 **Airport Director.** The Commission's administrative officer or the officer's designee in charge of the terminal areas at the Airport and, for purposes of the licensing, permitting and control of TNCs and TNC Drivers, and enforcement of this Ordinance, the agent of the Metropolitan Airports Commission.
- 1.4 **Airport Property.** All property owned or controlled by MAC at the Airport.
- 1.5 **Commission.** The Metropolitan Airports Commission, a public corporation organized and operating pursuant to Chapter 500, Laws of Minnesota 1943 and amendments thereto.
- 1.6 **Compensation.** Remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered. This includes, but is not limited to voluntary donations, fee-sharing between a TNC and a TNC Driver or Passenger, and advertisement of TNC services.
- 1.7 **Digital Network.** A Digital Network means any online-enabled application, software, Web site, or system offered or utilized by a TNC that enables the prearrangement of rides with TNC Drivers.
- 1.8 **eTrip Lanes.** Traffic lanes designated by the Airport Director for use by prearranged transportation providers that requires a credit card to enter and exit the traffic lanes.
- 1.9 **Executive Director/CEO.** The Commission's chief executive officer or a designated representative.

- 1.10 **Hearing Officer**. A designee of the Executive Director/CEO who shall conduct hearings, hear evidence and make a determination regarding fines, Suspensions and/or Revocation of TNC Licenses and TNC Driver Permits.
- 1.11 **Holding Lot**. A parking lot of sufficient size and proximity to the Airport to support TNC operations at the Airport.
- 1.12 **Licensee**. The holder of a TNC License issued pursuant to this Ordinance.
- 1.13 **MAC**. The Metropolitan Airports Commission.
- 1.14 **MAC Representative**. Any Person authorized by the Airport Director to direct or coordinate TNC operations at the Airport, including, but not limited to, MAC Landside Staff and employees of the Airport Police Department.
- 1.15 **Operation of a TNC Vehicle**. Offering, making available, or using a vehicle to provide a Transportation Network Service, including any time when a TNC Driver is logged onto the TNC's Digital Network showing that the TNC Driver is available to pick up Passengers; when a Passenger is in the vehicle; when the provider's records show that the vehicle is en route; or when the TNC Driver has accepted a ride request and is en route to provide a Transportation Network Service to a Passenger.
- 1.16 **Passenger**. An individual being transported for Compensation in an authorized TNC Endorsed Vehicle.
- 1.17 **Per-Trip Fee**. The fee set by the Commission that TNCs are required to pay to MAC for every trip when a Passenger is dropped-off or picked-up at the Airport.
- 1.18 **Personal Vehicle**. Means a vehicle that is used by a TNC Driver in connection with providing a Prearranged Ride and is owned, leased, or otherwise authorized for use by the TNC Driver and is not a taxicab, limousine, or other for-hire vehicle.
- 1.19 **Place of business**. A location where (1) the Commission may send, and the Licensee shall accept, notices of hearing or other notices from the Commission; and (2) a place where records required by this Ordinance may be viewed and copied.
- 1.20 **Prearranged Ride**. A Prearranged Ride means the provision of transportation by a TNC Driver to a Passenger, beginning when a TNC Driver accepts a ride requested by a Passenger through a Digital Network controlled by a TNC, continuing while the TNC Driver transports a requesting Passenger, and ending when the last requesting Passenger departs from the TNC Endorsed Vehicle. A prearranged ride does not include transportation provided using a taxicab, limousine, or other for-hire vehicle.
- 1.21 **Prearranged Transportation Service**. A transportation service that is offered and accepted through a Licensee's Digital Network before the transportation commences.
- 1.22 **Revocation**. The discontinuance of a TNC License or TNC Driver Permit.

- 1.23 **Suspension**. The temporary discontinuance of a TNC License or TNC Driver Permit.
- 1.24 **TNC**. Transportation Network Company.
- 1.25 **TNC Driver**. A for-hire driver affiliated with and accepting trips requested through a TNC for Compensation, while operating a Personal Vehicle with a TNC Vehicle Endorsement. A TNC Driver is someone who has been screened and approved by a TNC.
- 1.26 **TNC Driver Permit**. An authorization from the Airport Director issued to a TNC Driver that allows the TNC Driver to pick-up Passengers at the Airport. Such TNC Driver Permit must identify each Licensee that the TNC Driver is affiliated with.
- 1.27 **TNC Endorsed Vehicle**. A Personal Vehicle endorsed by the affiliated TNC and authorized to provide for hire services within their network. A TNC endorsed vehicle has been inspected and approved by a TNC.
- 1.28 **TNC License**. An authorization from the Airport Director issued to a TNC that allows TNC Drivers affiliated with the TNC to pick-up or drop-off Passengers at the Airport.
- 1.29 **TNC Loading Area(s)**. An area or areas designated by the Airport Director for TNCs to load and/or unload Passengers.
- 1.30 **TNC Representative**. The person or persons that a TNC has authorized to:
1. File applications, rates and charges on behalf of the TNC;
 2. Receive and accept all correspondence and notices from MAC pertaining to the TNC, or to TNC Drivers operating within the TNC; and
 3. Forward any correspondence, notices and/or legal process received by the TNC and intended for a TNC Driver operating for the TNC.
- 1.31 **TNC Vehicle Endorsement**. An endorsement for a Personal Vehicle that allows a TNC Driver to use the endorsed vehicle to affiliate with a TNC to provide for hire transportation to Passengers via a Digital Network.
- 1.32 **TNC Vehicle Decal**. A decal issued by the Airport Director that must be permanently attached to a TNC Endorsed Vehicle in order for that vehicle to pick-up Passengers at the Airport.
- 1.33 **Trade Dress**. The unique visual element associated with a TNC that is attached to a vehicle affiliated with a TNC so the public and passengers can identify the vehicle as being associated with that particular TNC. Trade Dresses are mandatory and must be approved by the Airport Director.
- 1.34 **Transportation Network Company (TNC)**. A person or entities affiliated with TNC Drivers that provide transportation application services via a Digital Network to connect TNC Drivers with Passengers for the transport of Passengers for Compensation and meeting the licensing requirements and any other requirements under this Ordinance.

- 1.35 **Transportation Network Service**. A Prearranged Transportation Service offered or provided for Compensation using a Digital Network to connect potential Passengers with transportation network drivers. The term Transportation Network Service does not include a ridesharing arrangement as that term is defined in Minnesota Statutes § 169.011 subd. 65.
- 1.36 **Wheelchair Accessible Transportation Network Vehicle**. A TNC Endorsed Vehicle that a person in a wheelchair may enter and exit independently or with assistance while seated in a wheelchair. A Wheelchair Accessible Transportation Network Vehicle shall safely secure and restrain the wheelchair, and shall comply with all applicable standards provided by law for wheelchair accessible vehicles including proper driver training.

SECTION 2 – SCOPE

This Ordinance applies to all TNCs, TNC Drivers, and Transportation Network Services engaged in transportation at the Airport.

TNCs and TNC Drivers are licensed by the Commission to serve the Airport and the traveling public. The Commission does not employ, subsidize, or guarantee the profitability or the service level of TNCs or TNC Drivers.

SECTION 3 – AUTHORITY TO OPERATE

3.1 TNC License Required

- A. No person or company shall engage in a Transportation Network Service (including pick-up or drop-off of Passengers) at the Airport without a TNC License issued pursuant to this Ordinance.
- B. No vehicle shall be used as a TNC Endorsed Vehicle through a Transportation Network Service at the Airport except by a TNC Driver affiliated with a licensed TNC pursuant to this Ordinance. Said TNC Endorsed Vehicle shall at all times be in compliance with this Ordinance when it is being used by a TNC Driver Active on the TNC Digital Network, on Airport Property, or when engaged in a Prearranged Ride which began or ended on Airport Property.

3.2 TNC Driver Permit Required

- A. No person shall pick-up Passengers at the Airport through a Transportation Network Service without a valid TNC Driver's Permit.
- B. No TNC or Licensee shall allow a TNC Endorsed Driver to pick-up Passengers at the Airport through a Transportation Network Service without a valid TNC Driver's Permit.

3.3 TNC Vehicle Decal Required

- A. No person shall pick-up Passengers at the Airport for a Prearranged Ride through a Transportation Network Service without a valid TNC Vehicle Decal.

- B. No TNC or Licensee shall allow a TNC Endorsed Vehicle to pick-up Passengers at the Airport for a Prearranged Ride through a Transportation Network Service without a valid TNC Vehicle Decal.

3.4 High Volume Events

The Airport Director may declare a High Volume Event at the Airport. Such event may be declared when conditions exist that are likely to create a need for TNCs and TNC Drivers at the Airport that is greater than can be met by the existing number of Licensees and permitted TNC Drivers. During such a High Volume Event, the Airport Director may authorize non-licensed TNCs and non-permitted TNC Drivers to operate at the Airport subject to the terms, times, conditions, and fees as determined by the Airport Director.

SECTION 4 –TNC LICENSE FEE, TERM, AND REQUIREMENTS

4.1 TNC License Fee and Term

- A. The annual fee for the issuance or renewal of a TNC License shall be as is listed in Schedule I. The license fee shall be paid as a precondition to issuance or renewal of the TNC License.
- B. Except for the initial license period, a TNC License shall be issued or renewed for a one year license term.
- C. A TNC License is non-transferable and non-refundable. The fee for such TNC License shall not be pro-rated for any partial year periods.

4.2 TNC License Application

- A. Application for the issuance or renewal of a TNC License shall be made in writing to the Airport Director on a form provided by the Airport Director and signed and sworn to by the applicant or, if the applicant is a corporation, limited liability company, or partnership, by its authorized agent. Each application, in addition to any other information that the Airport Director may reasonably require in connection with issuance or renewal of a TNC License, shall contain at a minimum:
1. If the TNC License applicant is an individual:
 - a. The individual's full name, date of birth, social security number, residential and business address, business e-mail address and business telephone number; and
 - b. Proof that the applicant is at least eighteen (18) years of age.
 2. If the TNC License applicant is a corporation:
 - a. The corporate name, business address and telephone number of the applicant;

- b. The date and state of incorporation;
 - c. The full names, titles, business addresses, e-mail addresses and telephone numbers of its corporate officers, and of its authorized agent;
 - d. Evidence that the corporation is in good standing under the laws of the State of Minnesota.
3. If the TNC License applicant is a partnership or limited liability company:
 - a. The name, business address or principal office address and telephone number of the applicant;
 - b. The full names, dates of birth, residence addresses, e-mail addresses and residence telephone numbers of the three (3) members who own the highest percentage interests in such partnership or limited liability company;
 - c. The general partner of a partnership;
 - d. The managing member of a limited liability company;
 - e. The applicant's authorized agent;
 - f. Any other member who owns a twenty-five (25) percent or more interest therein; and
 - g. The full name, address, e-mail address and telephone number of a person authorized to receive notices issued pursuant to this Ordinance.

4.3 Qualifications for TNC License

- A. In order to qualify for a TNC License, whether upon initial application or upon application for renewal of a TNC License:
 1. An applicant shall be in compliance with all applicable MAC Ordinances, State of Minnesota and federal laws;
 2. An applicant shall have a Place of Business where records (physical or electronic) required by this Ordinance may be viewed and copied;
 3. With respect to any corporate or limited liability company applicant, the company shall be organized, registered, or qualified to do business under the laws of the State of Minnesota;
 4. The applicant(s) shall be the true beneficial owner(s) of the TNC business to be licensed. The full legal names and addresses of all persons holding a twenty-five (25) percent or greater beneficial interest in the business shall be provided on the

application, and shall have no felony convictions in the past five (5) years, nor any gross misdemeanor or misdemeanor convictions involving the use of force, possession or sale of a controlled substance, prostitution, or indecent conduct. The Airport Director may grant an exception to this provision upon evidence that the offense is not related to the operation of a TNC;

5. The applicant shall have the ability to provide lawful, safe, suitable and comfortable service and the applicant's ability to engage qualified TNC Drivers and eligible TNC Endorsed Vehicles;
 6. The applicant shall have the ability to maintain mandated insurance for the payment of personal injury, death, property damage, and other claims associated with the operation of a TNC; and
 7. The applicant shall have the financial ability to pay all judgments and awards which may be rendered for any cause arising out of the operation of a transportation network provider business.
- B. No applicant is eligible for a TNC License if any transportation network provider license held by the applicant, or by any officer or director of a corporate applicant or partner of a partnership applicant, has been permanently revoked within the previous five (5) years, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant, within the five (5) years immediately preceding the date of application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony or its equivalent under federal or other jurisdictional law.

4.4 Investigation and Issuance of TNC License

Upon receipt of an application for the issuance or renewal of a TNC License, the Airport Director may investigate the application for compliance with all applicable provisions of this Ordinance, including but not limited to, the applicant's compliance or ability to comply with the TNC License qualification requirements specified in this Ordinance.

SECTION 5 – INSURANCE AND INDEMNIFICATION

5.1 Insurance Required

- A. Licensee must adhere to all compliance requirements by ensuring the Licensee and its TNC Drivers comply with all applicable insurance requirements mandated by federal, state of Minnesota, workers compensation requirements, and local laws, including an obligation to cover no-fault personal injury protection (PIP) to the extent required by Minnesota law. TNC Drivers must adhere to all compliance requirements and comply with all applicable insurance requirements mandated by federal, state of Minnesota, workers compensation requirements, and local laws, including an obligation to cover no-fault personal injury protection (PIP) to the extent required by Minnesota law
- B. A Licensee shall file with the Airport Director documentation evidencing that the Licensee and the TNC Endorsed Vehicle are compliant with all insurance requirements

under Minnesota Statute 65B.472. Licensee shall provide to the Airport Director prior to the issue of a TNC License, evidence that the insurer is licensed, admitted, eligible, or authorized to conduct business in the State of Minnesota, from the authority having jurisdiction, under Minnesota Statutes 60A.07 or 60A.196 through 60A.209.

- C. In a claims coverage investigation, a Licensee shall cooperate with a liability insurer that also insures the TNC Driver's TNC Endorsed Vehicle, including the provision of relevant dates and times during which an incident occurred that involved the TNC Driver while the TNC Driver was Active on the TNC Digital Network.
- D. Nothing in this section modifies or abrogates any otherwise applicable insurance requirements set forth in Minnesota Statute § 65B.49.
- E. The certificate of automobile liability insurance using the standard ACORD form prescribed in Minnesota Statute § 60A.39 shall be disclosed on the Licensee's website, and no contractual hold harmless required in the TNC's terms of service shall be used to evade the insurance requirements of this Ordinance.
- F. Licensee, through its insurer, shall provide to the Airport Director for approval prior to the issued TNC License, and a current copy at all times during the licensing period, evidence of such insurance using the most current ACORD form as required by Minnesota Statute § 60A.39 and endorsements.
- G. Any TNC Driver shall provide to any authorized law enforcement officer or the Airport Director, in addition to any applicable insurance, digital or physical proof of the insurance policies required by this section.
- H. Licensee shall keep in force at all times during the duration of its TNC License, with the Airport Director, commercial general liability insurance policy or policies with an insurer licensed, admitted or authorized to conduct business in the state of Minnesota with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Licensee shall provide to the Airport Director prior to the issue of a TNC License evidence from the authority having jurisdiction within the state of Minnesota that the insurer is licensed, admitted or authorized to conduct business in Minnesota. In the event the Airport Director determines that a new or existing Licensee's deductible is too high, the Airport Director shall notify the Licensee and for a new Licensee not issue a License until the deductible is lowered to an acceptable amount as determined by the Airport Director; or for an existing Licensee, suspend Licensee's TNC License after 30 days if the deductible is not lowered to an acceptable amount as determined by the Airport Director. Licensee shall notify the Airport Director within ten (10) days of any policy cancellation or material reduction of coverage or limits to the policy or policies.
- I. If Licensee has employees within the State of Minnesota, Licensee shall provide to the Airport Director, a Certificate of Compliance Minnesota Worker's Compensation Laws required by Minnesota Statute, Section 176.182 and supporting evidence of insurance coverage requirements under Minnesota Statute, Chapter 176.

5.2 Indemnification

- A. To the fullest extent permitted by law, a Licensee by acceptance of a TNC License, shall agree to indemnify, defend and hold harmless the MAC and its Commissioners, officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, charges, judgments, settlements, fines or demands from any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, investigative fees, attorney's fees, court costs and expert fees) of any nature whatsoever arising out of or as a result of a Licensee's operations at or related to the Airport, or the acts or omissions of a Licensee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur. MAC shall give Licensee reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, Licensee shall use legal counsel reasonably acceptable to MAC. MAC at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflict of interest) and any experts for the defense of claims. Licensee, at their expense, shall provide to MAC all information records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claim. This provision shall survive expiration or early termination of the TNC License. The furnishing of the required insurance within shall not be deemed to limit Licensee's obligations under the TNC License. A Licensee's failure to procure and to keep in force the insurance required within does not limit the Licensee's obligation to indemnify and hold the Indemnitees harmless.

SECTION 6 – TNC ENDORSED VEHICLE REQUIREMENTS

6.1 TNC Endorsed Vehicle Ownership and Standards

- A. No Licensee shall own, provide direct financing for the obtaining, leasing, or ownership of, or have a beneficial interest in TNC Endorsed Vehicles unless approved by the Airport Director.
- B. In addition to all other applicable legal requirements, it shall be unlawful for any person to operate or cause to be operated any TNC Endorsed Vehicle unless such TNC Endorsed Vehicle:
1. Has a manufacturer's rated seating capacity of seven (7) persons or less, including the TNC Driver;
 2. Has at least four (4) doors and meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type and proposed use;
 3. Is a sedan, or light-duty vehicle. Including a minivan, sport utility vehicle, pickup truck, hatchback or convertible; and
 4. At the time of annual inspection, is not more than ten (10) model years of age from the current model year (as measured from June 30 of the calendar year following the model year) or at the time of the annual inspection, has an odometer reading less than one hundred and fifty thousand (150,000) miles.

- C. The Licensee and the TNC Driver may be jointly cited if the Licensee permits the TNC Driver to use a vehicle that does not meet the requirements for a TNC Endorsed Vehicle.

6.2 TNC Endorsed Vehicle Inspections

- A. Prior to using any TNC Endorsed Vehicle, and annually thereafter, a Licensee or a TNC Driver shall have the TNC Endorsed Vehicle inspected at a facility approved by the Airport Director, and maintain complete documentation of such inspections in the TNC Endorsed Vehicle at all times, and a written or electronic copy of such documentation shall be provided to the Airport Director upon request. To pass such inspection, a TNC Endorsed Vehicle shall, at a minimum, be rust-free and damage-free, and shall pass an inspection of vehicle components outlined by the Airport Director. The cost of the TNC Endorsed Vehicle inspection is the responsibility of the Licensee or the TNC Driver.
- B. The Licensee and the TNC Driver shall be jointly and severally liable for any violation of this section if the Licensee knowingly permits the TNC Driver to use a TNC Endorsed Vehicle in violation of this section.

6.3 TNC Endorsed Vehicle Trade Dress

- A. TNC Endorsed Vehicle shall display, as approved by the Airport Director, a consistent and distinctive signage or emblem at all times while the TNC Driver is Active on the TNC-Digital Network. The distinctive signage or emblem shall be sufficiently large and color contrasted:
1. As to be readable during daylight hours at a distance of at least fifty (50) feet; and
 2. Reflective, illuminated or otherwise patently visible so as to be seen in darkness, and to identify that a particular TNC Endorsed Vehicle is associated with a particular Licensee.
- B. Acceptable forms of distinctive signage include, but are not limited to, symbols or signs on vehicle doors, roofs, or grilles. Magnetic or other removable distinctive signage is acceptable. Licensees shall file an illustration of their distinctive Trade Dress with the Airport Director.
- C. No commercial advertisements, or lighting not installed by the original equipment manufacturer, shall be displayed on the exterior of any TNC Endorsed Vehicle unless it is a component of the approved Trade Dress.

6.4 TNC Vehicle Decal

No TNC or Licensee shall allow and no person shall pick-up Passengers at the Airport for a Prearranged Ride in a TNC Endorsed Vehicle without a TNC Vehicle Decal issued by the Airport Director. The Airport Director shall issue the TNC Vehicle Decal to the TNC or TNC Driver once the TNC or TNC Driver certifies and documents to the Airport Director that the TNC Endorsed Vehicle meets all requirements under this Ordinance.

SECTION 7 – TNC DRIVER PERMITTING AND OTHER REQUIREMENTS

7.1 TNC Driver Permit Required

No TNC Driver shall pick up a Passenger on Airport Property for a Prearranged Ride without a valid TNC Driver Permit issued by MAC. In order to pick up a Passenger on Airport Property for a Prearranged Ride, TNC Drivers shall obtain a TNC Driver Permit for each Licensee they are affiliated with. TNC Driver Permits shall be issued effective from the date of issuance until one (1) year following the date of issuance or as modified by the Airport Director. A TNC Driver Permit issued to a TNC Driver remains the property of the Commission. The TNC Driver shall surrender the TNC Driver Permit upon demand to a MAC Representative.

A. Application Process

To obtain a TNC Driver Permit, an applicant must complete the TNC Driver Permit application, including all information required on the application, which includes information required under Minnesota Statutes § 270C.72. The TNC Driver Permit fee described in Section 11.1 (C) must be paid prior to or at the time of application by either the TNC Driver or Licensee. In order to obtain an initial TNC Driver Permit, the applicant must appear in person before a MAC Representative and present a valid driver's license issued by a state or territory of the United States of America.

B. Renewal/Additional TNC Driver Permits

A TNC Driver Permit is not valid after the expiration date. TNC Drivers can renew their TNC Driver Permit thirty (30) days prior to the expiration date. To renew or obtain an additional TNC Driver Permit with an additional Licensee, the TNC Driver must meet all the requirements of this Section 7, except Section 7.3(h), provided that the Airport Director may adopt procedures that allow the identification and documentation requirements outlined above to be submitted to MAC electronically or through US Mail, rather than in person. To renew or obtain an additional TNC Driver Permit, the TNC Driver must complete the TNC Driver's Permit application. The TNC Driver Permit fee described in Section 11.1 (C) must be paid prior to or at the time of renewal or application by either the TNC Driver or Licensee.

7.2 National Criminal Background Check and Driving Record Check

TNC Driver Permit applicants must undergo a national criminal background check and driving record check through a third party background check company/provider approved by the Airport Director hired either through the applicant's TNC(s) or through MAC. The national criminal background check shall cover a period of no less than the previous ten (10) years (unless state law prescribes a shorter period) and the driving record check shall cover a period of no less than the previous five (5) years and must include all states in which the applicant has held a driver's license for previous five (5) years. The Airport Director may adopt additional requirements for the national criminal background check and driving record check.

If the national criminal background check and driving record check is done through MAC, the applicant shall submit the necessary information and their informed consent to MAC so that the national criminal background check and driving record check can be performed. If MAC performs

the national criminal background check and driving record check, a background check fee will be assessed and must be paid at the time of application. This fee is set forth in Schedule I or as otherwise modified by the Airport Director.

If the national criminal background check and driving record check is done through the TNC, the TNC must certify to MAC that the national criminal background check and driving record check has been performed according to the criteria above, and that the applicant meets the requirements outlined in Section 7.3 below. The TNC must keep records of the national criminal background check and driving record check for a period of three (3) years and shall allow such records to be reviewed by law enforcement personnel and a MAC Representative upon request.

One (1) year after the initial date of a TNC Driver Permit and annually thereafter, either the TNC or MAC shall verify that the TNC Driver is still eligible for a TNC Driver Permit by performing the national criminal background check and driving record check as outlined in this section (including paying MAC any applicable background check fee).

If a Licensee knowingly allows an ineligible driver access to its Digital Network, or fails to annually ascertain the eligibility of each driver such Licensee allows access, the Licensee shall be liable for the violation of this section and shall also be jointly responsible with the ineligible TNC Driver for any violation of this Ordinance by the ineligible TNC Driver.

7.3 TNC Driver Permit Requirements

A. No TNC Driver Permit shall be issued unless the person:

1. Possesses a valid driver's license issued by a State or Territory of the United States of America and provides a copy of such license to the Licensee.
2. Be a minimum of eighteen (18) years old.
3. Have a demonstrated ability to read, write and speak the English language.

B. No TNC Driver Permit shall be issued unless the person:

1. Has no felony convictions in the last five (5) years;
2. Has no non-traffic gross misdemeanor or misdemeanor convictions in the last three (3) years involving the use or threat of use of force, possession or sale of a controlled substance, prostitution, or indecent exposure.
3. Has at least twelve (12) months from the date of release from imprisonment for a sex crime or crime of violence. "Sex crime" is any prohibited act that has an element of a sexual nature. "Crime of violence" means any prohibited act that has as an element (a) the use or threat of force or a dangerous weapon or (b) a person (i) committing substantial bodily harm to another, or (ii) committing great bodily harm to another or (iii) causing the death of another;
4. Has no convictions in the last five (5) years for any of the following offenses involving injury or death and no convictions in the last three (3) years for any of

- the following offenses not involving injury or death: Hit and run; driving under the influence of an alcoholic beverage or controlled substance; reckless or careless driving; or failure to submit to an implied consent test;
5. Has no convictions in the last ten (10) years for Murder (Minn. Stat. §§ 609.185 to 609.195), manslaughter (§§ 609.20 to 609.205), criminal vehicular homicide and injury (§ 609.21), assault I-III (§§ 609.221 to 609.223), criminal sexual conduct (§§ 609.342 to 609.3451), indecent exposure (§ 617.23, subd. 2 or 3); any violation of the controlled substance law (§ 152 et al) which is punishable by a maximum sentence of fifteen (15) years or more; as allowed under Minn. Stat. § 364.09, or violence at international airports (18 U.S. Code §37). No convictions in the last ten (10) years for any similar felony committed in another state or country;
 6. Has no active criminal felony wants or warrants issued for such person.
- C. No TNC Driver Permit shall be issued unless the person has a driving record meeting the following standards:
1. For original endorsement: No more than three (3) moving violations within the last three (3) years, and no more than two (2) moving violations in the last year.
 2. For annual endorsement renewal: No more than four (4) moving violations within the last three (3) years and no more than two (2) moving violations in the last year.
- D. Every new TNC Driver applicant shall have at least one (1) year's driving experience as a licensed driver in the United States, meeting the standards of this subsection. Such prior driving experience shall be verified by the TNC prior to endorsement as a TNC Driver.
- E. Every new TNC Driver applicant shall have a demonstrated knowledge of the geography and street system of the Twin Cities area and the Airport, as well as the location of major attractions within those areas.
- F. Every new TNC Driver applicant shall have a demonstrated knowledge of the provisions of this Ordinance relating to the conduct of TNC Drivers.
- G. Every TNC Driver shall not have a physical or mental disability that would prevent the TNC Driver from safely operating a TNC Endorsed Vehicle and performing the normal duties of an endorsed TNC driver.
- H. Every new TNC Driver applicant shall have successfully completed the TNC driver training course approved by the Airport Director.
- I. Every TNC Driver applicant shall not have had a taxicab or commercial driver's license suspended, revoked or non-renewed by MAC, a city, or state within the five (5) years immediately preceding their application to be a TNC Driver.

7.4 Intoxicating Substance Policy

All Licensees shall include on its website and mobile application, a notice or information on zero-tolerance for intoxicating substances and the methods to report a TNC Driver whom the rider reasonably suspects was under the influence of drugs or alcohol during the ride. The website and mobile application must identify the means of contacting the Licensee to report the zero-tolerance complaint.

7.5 TNC Driver Identification and Electronic Waybills

- A. TNC Drivers shall have an identification profile that may be viewed electrically via the TNC Digital Network. Such identification profile shall include the TNC Driver's first name, photograph, TNC Endorsed Vehicle make and model, photograph of the TNC Endorsed Vehicle, and license plate number of the TNC Endorsed Vehicle. The TNC Driver identification profile must be displayed electronically to a MAC Representative or Passenger upon request.
- B. TNC Drivers must be able to present an electronic waybill to any law enforcement officer or MAC Representative upon request, which such waybill shall include the TNC Driver's name, photograph, and license plate number. The electronic waybill shall include information about any active Prearranged Rides.

SECTION 8 – OPERATING REQUIREMENTS

8.1 Operating Requirements

- A. In addition to all other applicable requirements provided by law, it shall be unlawful for any person:
 1. Who is under the age of eighteen (18) years to operate a TNC Endorsed Vehicle;
 2. To operate a TNC Endorsed Vehicle while under the influence of alcoholic beverages or controlled substances, other than medication prescribed by a physician, provided that such prescribed medication does not warn that the user not operate machinery while taking the medication;
 3. To operate, or cause to be operated, a TNC Endorsed Vehicle in any area where the operation of such vehicle is prohibited by an applicable law;
 4. To operate a TNC Endorsed Vehicle at the Airport while not in possession of a valid driver's license issued by a State or Territory of the United States of America;
 5. To operate, or cause to be operated, a TNC Endorsed Vehicle that does not meet the requirements of this Ordinance;
 6. To transport or cause to be transported more than six (6) passengers on any given ride in a TNC Endorsed Vehicle, or to exceed the designed capacity of the vehicle; or

7. To pick up Passengers at the Airport for a Prearranged ride without a valid TNC Driver Permit and valid TNC Vehicle Decal.
- B. No TNC Driver shall pick up or discharge Passengers at the Airport in areas other than the TNC Loading Area(s) or other areas as approved by the Airport Director. No TNC Driver shall pick up or discharge Passengers in the eTrip Lanes.
- C. No person may possess an open alcohol container while such person is operating or being transported by a TNC Endorsed Vehicle, except in the original package with the seal unbroken.
- D. No Licensee or TNC Driver shall solicit potential Passengers. TNC Endorsed Vehicles may only be used to provide Prearranged Transportation Service. For purposes of this subsection, the term "solicit" means an appeal by words, signs, or gestures for immediate patronage of a TNC Endorsed Vehicle by a Licensee or a TNC Driver upon the public way attempting to direct people to a TNC Endorsed Vehicle that is parked, stopped, standing or moving upon the public way.
- E. No TNC Driver shall accept or respond to Passengers' or potential Passengers' requests for service via traditional street hail, including hand gestures, signs, and verbal statements.
- F. No TNC Endorsed Vehicle shall be unlawfully parked at the Airport, or on Airport Property, or stopped, permitted to stand, or parked in the TNC Loading Area except for the immediate loading or unloading of passengers or luggage in answer to a Prearranged Transportation Service.
- G. The Digital Network used by a Licensee to connect TNC Drivers and Passengers shall display for a Passenger:
 1. The identification profile of the TNC Driver;
 2. A picture or description of the TNC Endorsed Vehicle that the TNC Driver is approved to use, including the license plate number of the TNC Endorsed Vehicle; and
 3. A method to contact Licensee's customer support to report complaints. In addition, any Licensee shall make customer support information displayed in the Licensee's Digital Network also available on such Licensee's website.
- H. Any Licensee shall clearly disclose, on the Licensee's Digital Network and website, that the Licensee is a transportation network provider. Additionally, the disclosure shall state that each Licensee is required to maintain insurance policies as specified in this Ordinance.
- I. Licensee shall provide proof of insurance requirements as described in this Ordinance to each TNC Driver before the TNC Driver begins providing service and for as long as the TNC Driver remains available to provide service.

- J. Any Licensee shall provide Passengers an opportunity to indicate whether they require a Wheelchair Accessible Transportation Network Vehicle. If a Licensee cannot provide a Wheelchair Accessible Transportation Network Vehicle, it shall provide a referral to a licensed provider of such service.
- K. Any Licensee shall have an affirmative duty to respond to requests for service and shall be responsible for the actions of any of its employees, TNC Drivers, or other person that reports to, or acts as an agent of, the Licensee, for any failure to respond to a request for service from an orderly Passenger.
- L. Any TNC Driver shall all times carry in the TNC Endorsed Vehicle proof of the insurance policies required in Section 5.
- M. Any terms or conditions in the agreement between the Licensee and any customer, which would act as a waiver of the Licensee's liability to the customer, or to the public, are declared to be contrary to public policy, null, void and unenforceable.
- N. TNC Drivers shall not:
 - 1. Provide false information to or refuse to obey or to comply with any lawful order or direction of the Airport Director, MAC Representative, or any police officer, or traffic-control officer, nor shall use profane language or otherwise interfere with such officials while in the performance of their duties;
 - 2. Take a circuitous route to a destination, or any route other than the most direct route, without the express consent of the Passenger;
 - 3. Drop a Passenger at a location other than the location requested unless prohibited by law or by this Ordinance, or as necessary for the health or safety of the driver or passenger;
 - 4. Refuse to convey an orderly Passenger, including passengers with service animals;
 - 5. Have in his or her possession while operating a TNC at the Airport any firearm, knife with a blade length in excess of four (4) inches, or any assault weapon, unless the TNC Driver has a permit to carry;
 - 6. Smoke, or have in his or her possession, a lighted cigarette, cigar, or pipe while driving a TNC which is occupied by a Passenger, unless such Passenger shall have first granted permission to do so.
 - 7. Leave a vehicle unattended at the Airport;
 - 8. Turn off or disconnect from the Digital Network when a TNC Endorsed Vehicle is on Airport Property while the TNC Driver is providing or attempting to provide TNC Services; or

9. Recirculate anywhere on Airport roadways, unless specifically directed by the Airport Director, a MAC Representative, or Airport Police
- O. No Licensee shall disable, eliminate or otherwise prevent access to the Digital Network by the Airport Director or designees for purposes of enforcing this Ordinance.
- P. No Licensee shall notify its TNC Drivers that a potential customer is or may be the Airport Director or designee, or in any way otherwise interfere with or obstruct enforcement of this Ordinance by the Airport Director.
- Q. No Licensee or TNC shall allow TNC Drivers to pick up Passengers at the Airport without a valid TNC Driver Permit and valid TNC Vehicle Decal. A Licensee or TNC must affirmatively block TNC Drivers who do not have a valid TNC Driver Permit and valid TNC Vehicle Decal from their Airport queuing system and remove the ability for the TNC Driver to engage in a Prearranged Ride that begins on Airport Property.

8.2 Service Charges and Fare Rates

Compensation for service may be charged based on distance travelled and/or time elapsed during service, or a flat prearranged fare. If the rates vary from the normally posted rate on the website and in the application, the Digital Network must require that the Passenger positively acknowledge on the application device used to summons the TNC Driver that they agree to the rate structure being charged for the trip requested. Upon completion of a Prearranged Ride, a TNC shall transmit to the rider an electronic receipt, either by electronic mail or via text message. The message shall document the point of origin and destination of the ride, the total distance and duration of the ride, the total fare paid including the base fare and any additional charges, and the TNC Driver's first name and a customer service contact information.

8.3 TNC Digital Network Parameters

The TNC Digital Network shall prohibit all passengers or TNC Drivers on Airport Property from engaging in a Prearranged Ride that commences on Airport Property unless the TNC Driver has a TNC Driver Permit TNC Vehicle Decal and is checked into its designated digital queuing system and dispatched to pick up the passenger. The queuing system shall only include TNC Drivers to be dispatched to an Airport location to pick up a Passenger for a Prearranged Ride. All Prearranged Rides originating on Airport Property may only be accepted while the TNC Driver is checked into its designated queuing system. The TNC Digital Network shall prohibit TNC Drivers from entering the queuing system while on Airport Property unless in a Holding Lot approved by the Airport Director.

SECTION 9 – RECORDS, REPORTS, AUDITING, ENFORCEMENT, AND TRACKING

9.1 Records and Reports

- A. Every Licensee shall keep accurate books and records (physical or electronic) of account of the Licensee's operations at the Licensee's Place of Business for a minimum of three (3) years. Such records shall be submitted for inspection in a form acceptable to MAC, in no more than 30 days, upon the written request of the Airport Director.

- B. Each Licensee shall provide the following data to Airport Director, at such times and in a format and manner prescribed by the Airport Director:
1. The number and percentage of the Licensee's customers at the Airport who requested Wheelchair Accessible Transportation Network Vehicles, and how often the Licensee referred such customers to another service provider;
 2. The number of pick-ups requested and accepted by the Licensee's TNC Drivers at the Airport; the number of rides that were requested but not accepted by the Licensee at the Airport; and the number of drop-offs at the Airport;
 3. The Licensee must provide upon the request of the Airport Director, MAC Representatives, or their designees, factual information regarding the Licensee's TNC Drivers and TNC Endorsed Vehicles so as to determine whether or not a particular TNC Driver was Active on the TNC Digital Network, or engaged with a Passenger at a specific time and date while on Airport Property. Such information shall be provided within twenty-four (24) hours of the request unless otherwise required by the Airport Director;
 4. Evidence that the Licensee has complied with the background check and driving record check requirements, driver qualifications, all other driver requirements for all endorsed TNC Drivers who have a TNC Driver Permit. This evidence shall include, but not be limited to, background check reports issued by the third party background check company if Licensee performed the background and driving record check on its TNC Driver; and
 5. Evidence that Licensee has complied with vehicle requirements, insurance requirements, and all other requirements under this Ordinance.

9.2 Tracking of TNC Endorsed Vehicles

- A. Prior to engaging in operations at the Airport and at Licensee's sole expense, Licensee shall work with Airport personnel to develop a vehicle tracking protocol based on a Geo-Fence established by the Airport Director and consistent with the License requirements set forth by the Airport Director. The Geo-Fence shall be comprised of one or more polygons whose points are geographic coordinates defined by Airport Property. TNC Endorsed Vehicle tracking shall be established as follows: All TNC Endorsed Vehicles shall be identified electronically for each TNC trip by a unique number and the TNC license plate number. The unique number shall be linked by the Licensee to the TNC Driver in a manner that allows the Commission to audit Licensee's compliance with the TNC License terms and this Ordinance.
- B. TNC Endorsed Vehicle trips shall be tracked at various stages based on transaction type described below. For each transaction type, Licensee shall electronically notify ("ping") MAC, in real time with: TNC Driver based unique identifier, TNC identification, vehicle license plate number, timestamp, transaction type, ride count, longitude, latitude, and other data as specified by the Airport Director. TNC Drivers must maintain an open application at all times while on Airport Property while the TNC Driver is engaging or attempting to engage in a Prearranged Ride.

- C. TNCs shall electronically notify MAC in real time with the data described above for movement of its TNC Endorsed Vehicles through the Airport at such locations as prescribed by the Airport Director which include but is not limited to:
1. Entrance into the TNC designated queueing system;
 2. Exit of the TNC designated queueing system;
 3. Any entrance onto Airport Property;
 4. Any exit from Airport Property;
 5. When a Passenger is picked up on Airport property as part of a Prearranged Ride; and
 6. When a Passenger is dropped off on Airport property as part of a Prearranged Ride.

9.3 Enforcement

Upon request, a TNC Driver shall display to law enforcement personnel or the Airport Director, or other person authorized to enforce this Ordinance, a physical or electronic record of a ride in progress sufficient to establish that it was a Prearranged Transportation Service. If a Passenger files a complaint against a Licensee or TNC Driver with the Commission, in addition to all other powers and remedies provided under this Ordinance, the Airport Director or designee shall have the right to inspect the Licensee's records as necessary to investigate and resolve the complaint to the same extent the Airport Director and law enforcement personnel are permitted to inspect all other public passenger vehicles. The Airport Director may inspect a TNC Driver at any time while the TNC Driver is on Airport Property to verify that the driver possesses: a valid driver's license, TNC driver identification profile, proof of insurance, TNC Driver Permit (if required) and TNC Vehicle Decal (if required).

SECTION 10 - VIOLATIONS, PENALTIES, AND HEARING PROCEDURES

10.1 Scope

A. Violations

The sanctions set forth in this Section shall apply to Persons committing any of the following (hereinafter referred to as "violations"):

1. Violations of this Ordinance, or any laws or regulations expressly incorporated by this Ordinance;
2. Violations of any Ordinance of the Commission for which a criminal penalty may be imposed;
3. Violations while on Airport Property of any law of the State of Minnesota or the United States for which a criminal penalty may be imposed.

B. Penalties

Penalties for violations shall be as set forth in this Ordinance and Schedule II and III. The Commission at public meetings may review and change Schedules II and III as it deems necessary. Notice shall be provided as required in Section 12.

C. Enforcement

Enforcement of this Ordinance shall be done in a uniform and nondiscriminatory manner.

10.2 Immediate Suspensions

A. Conduct

The Airport Director, or designee may immediately suspend a TNC License and/or a TNC Driver Permit for the following reasons:

1. Failure by a Licensee or TNC Driver to have valid insurance as required in Section 5 in full force and effect at any time.
2. Failure by a Licensee to comply with the tracking requirements outlined in Section 9.2.
3. Failure by a Licensee or TNC Driver to pay in full any outstanding balance for any fees, fines, or other monies that are thirty (30) days past due or fines that are not paid within the time specified by the Ordinance.
4. Violations where the failure to immediately suspend may jeopardize the health, safety or welfare of the traveling public, or MAC Representatives.

B. Immediate Suspension Order

Upon finding cause for such Immediate Suspension, the Airport Director or designee shall immediately issue a written Order of Immediate Suspension to the Licensee or TNC Driver depending on the nature of the violation. The Immediate Suspension Order shall state the grounds for the Suspension and inform the Licensee or TNC Driver that he or she may present additional information to the Airport Director, if he or she chooses to request that the Airport Director vacate that order. If such additional information is presented to the Airport Director, the Airport Director shall consider such information and shall promptly affirm or vacate the Order of Immediate Suspension.

C. Immediate Suspension Duration

Where the Immediate Suspension is for the reasons stated in Paragraph a (1), (2), or (3) the immediate suspension shall end upon remediation of the reasons for the Immediate Suspension. Where the Immediate Suspension is for the reasons stated in Paragraph a (4) above, the Immediate Suspension shall be for such time as the Airport Director or designee determines that there continues to be a threat to the health, safety and welfare of the public

or MAC Representatives, provided that if the Immediate Suspension period shall exceed seven (7) days after issuance of the Order of Immediate Suspension, the Airport Director shall initiate proceedings for Suspension or Revocation through issuance of an appropriate notice.

10.3 Administrative Fines

A. Amount

Administrative Fines shall be imposed for violations of this Ordinance as set forth in Schedules II and III.

B. Notice of Assessment

A MAC Representative shall have the authority to issue a Notice of Assessment of fines to a Licensee or TNC Driver who is the violator(s). The Notice of Assessment shall state:

1. the nature of the violation;
2. the date and time on which the violation occurred;
3. the amount of the fine;
4. the date of the Notice of Assessment; and

5. the right to a hearing.

C. Payment

Payment of fines must be received within twenty-one (21) calendar days of the date on which the Notice of Assessment is dated, or where a hearing is requested, within twenty-one (21) calendar days of the date of the Commission's final action affirming the Notice of Assessment.

10.4 Suspensions

A. Conduct

TNC Licenses and TNC Driver Permits may be suspended for any one of the following reasons:

1. Repeated violations for which fines have been assessed, as set forth in Schedules II and III;
2. Violations for which Suspension is specified in Schedule II;
3. Violations which are aggravated in nature by their adverse impact on the orderly delivery of ground transportation services to the public or the efficient operation of

the Airport; or

4. Fines issued under Section 10.3 are not paid within the described time period.

B. Notice of Suspension

The Airport Director shall have the authority to issue a Notice of Suspension. The Notice of Suspension shall set forth:

1. the nature of the violation(s) which is the reason for the Suspension;
2. the date and time of the violation(s);
3. the length of the Suspension;
4. the date on which the Suspension shall commence;
5. the date of the Notice of Suspension; and
6. the right to a hearing.

The Airport Director shall review any report brought to his or her attention and may conduct additional investigation into such facts as deemed necessary in order to determine whether there are grounds for issuance of a Notice of Suspension. A Suspension shall commence not earlier than twenty-one (21) calendar days from the issuance of a Notice of Suspension or, where a hearing is requested, the final action of the Commission sustaining the Suspension under this Section.

C. Duration

The Suspension shall be for the period stated in Schedule II, where specified, or for such time as is ordered by the Airport Director not to exceed twelve (12) months, or until the violation no longer jeopardizes the health, safety or welfare of the traveling public or MAC Representatives.

D. Removal from TNC Digital Network

Upon the commencement of a Suspension of a TNC Driver Permit, a Licensee must affirmatively block the TNC Driver from their Airport queuing system and remove the ability for the TNC Driver to engage in a Prearranged Ride that begins on Airport Property during the suspension period, regardless of whether the Suspension is related to a violation that occurred while the TNC Driver was Active on the TNC Digital Network. The Airport Director shall give notice of such a Suspension to each Licensee in which the TNC Driver is affiliated with.

10.5 Revocations

A. Conduct

TNC Licenses and TNC Driver Permits may be revoked where any one of the following exist:

1. A violation(s) for which a violator has had a previous Suspension within twelve (12) months prior to the violation.
2. Violations for which Revocation is specified in Schedule II or Schedule III.
3. Violations that indicate a willful or reckless disregard for, and which has an immediate impact on the health, safety or welfare of the public or MAC Representatives.

B. Notice of Revocation

The Airport Director shall have the authority to issue a Notice of Revocation. The Notice of Revocation shall set forth:

1. the nature of the violation(s) which is the reason for the Revocation;
2. the date and time of the violation(s);
3. the length of the Revocation;
4. the date on which the Revocation shall commence;
5. the date of the Notice of Revocation; and
6. the right to a hearing.

The Airport Director shall review any report brought to his/her attention and may conduct additional investigation into such facts as deemed necessary in order to determine whether there are grounds for issuance of a Notice of Revocation. A Revocation shall commence not earlier than fifteen (15) days from the issuance of the Notice of Revocation or, where a hearing is requested, the final action of the Commission sustaining the Revocation under this Section.

C. Duration

1. TNC Driver Permit

After a TNC Driver Permit has been revoked, the TNC Driver shall not be eligible to apply for another TNC Driver Permit for a period of two (2) years from the date Revocation commences. Upon the commencement of a Revocation of a TNC Driver Permit a Licensee must affirmatively block the

TNC Driver from their Airport queuing system and remove the ability for the TNC Driver to engage in a Prearranged Ride that begins on Airport Property, regardless of whether the Revocation is related to a violation that occurred while the TNC Driver was Active on the TNC Digital Network. The Airport Director shall give notice of such a Revocation to each Licensee in which the TNC Driver is affiliated with.

2. TNC License

In the event that a TNC's License has been revoked, the TNC shall not be eligible to apply for License from the Commission for a period of two (2) years from the date Revocation commences.

10.6 Hearing Procedure

- A. The procedures herein shall apply to Persons receiving a Notice of Assessment, Suspension or Revocation ("Notice"), but shall not apply to an Order for Immediate Suspension.
 1. Any Person receiving a Notice of Assessment, Suspension or Revocation may request a hearing before a Hearing Officer. Such request must be made in writing and received by the Airport Director within twenty-one (21) calendar days after the Notice of Assessment, Suspension or Revocation has been issued.
 2. If the Person requests a hearing, the Hearing Officer shall set a time for such hearing to be held as soon as practical. The Airport Director or designee shall notify the Licensee or TNC Driver of the time and place of the hearing not less than seven (7) calendar days before the time set for the hearing.
 3. The hearing shall be conducted by the Hearing Officer, shall be recorded by electrical or mechanical recorder or by a qualified reporter, and shall proceed as follows:
 - a. The Airport Director shall present evidence which supports the facts constituting grounds for the Notice.
 - b. The Person requesting the hearing may appear in person, may be represented by counsel, may cross-examine Airport Director's witnesses who are present, and may present any relevant evidence which the Licensee or TNC Driver has relating to the facts constituting grounds for the Notice. The evidence at the hearing shall be limited to that which is relevant to the facts constituting grounds for the Notice.
 - c. All testimony shall be taken under oath, but both the Airport Director and the Person requesting the hearing may introduce testimony under oath in the form of sworn statements if witnesses are unavailable or refuse to appear in person.
 - i. The Hearing Officer shall hear the evidence and shall make

recommended findings concerning the facts relevant to the violation(s) set forth in the Notice. The Hearing Officer shall make no determination concerning the penalty set forth in the Notice, nor shall the Hearing Officer make recommended findings concerning any substantive issue other than the facts underlying the Notice.

- ii. The Hearing Officer shall issue a report in writing stating his/her recommended findings as soon as practical following the hearing.
- iii. Either the Airport Director or the Person requesting the hearing may request review of the Hearing Officer's report by the Executive Director/CEO. The review must be requested by filing with the Executive Director/CEO a written Request for Review within ten (10) days of the date of the Hearing Officer's report. The Request for Review must state reasons for reversing or vacating the report. The party not requesting review may submit a written Response to the Request for Review within ten (10) days of the date of the Request for Review. Based on the record of the hearing, the Request for Review and the Response, the Executive Director/CEO shall issue a written ruling that affirms, reverses or vacates the Hearing Officer's report. The Executive Director/CEO may order remand to a Hearing Officer for a new hearing, a supplemental hearing and/or for additional findings.
- iv. Where review is requested, the Executive Director/CEO's ruling shall be the final action of the Commission. Where review is not requested within ten (10) days as set forth in this Section, the Hearing Officer's report shall be the final action of the Commission.

SECTION 11 – FEES AND MONTHLY REPORTING

11.1 TNC License Fee and Per-Trip Fee

A. TNC License Fee and Security Deposit

Each Licensee shall pay a nonrefundable TNC License Fee. The TNC License Fee shall be paid in full at the time of application for the TNC License. The TNC License Fee shall be the amount listed in the Fee Schedule or as otherwise modified by the Airport Director. Each TNC Licensee shall also pay to MAC a security deposit in the amount as determined by the Airport Director based on the parameters described below, but shall be no lower than \$5,000. The security deposit shall be determined based on the approximate projected monthly Per-Trip Fees for the TNC Licensee. The security deposit can either be in the form of cash or a letter of credit.

B. Per-Trip Fee

A Per-Trip Fee shall be paid by the TNC or Licensee each time a TNC Endorsed Vehicle begins or ends a Prearranged Ride on Airport Property. The Per-Trip Fee shall be the amount listed on the Fee Schedule for January 1, 2017 through December 31, 2017.

Starting January 1, 2018, and each year thereafter, the Per-Trip Fee for the year shall be calculated by multiplying the previous year's Per-Trip Fee by the index described herein. This index shall be the average of the average percentage change over the previous five (5) calendar years, not including the immediate previous year, of (1) the Consumer Price Index – All Urban Consumers, Midwest Region, or similar CPI index, and (2) MAC's Operating Budget Expenses as published on the MAC Website. The Commission may raise, lower, or remove this annual adjustment at a public meeting and notice of such meetings shall be provided in accordance with Section 12. The Commission may adjust the Per-Trip Fee pursuant to Section 11.3.

At the end of each billing period, the total Per-Trip Fees for that period is due in full, and must be received by MAC within fifteen calendar days after the end of any billing period. The Per-Trip Fees may be paid by ACH, wire transfer, check, or other methods approved by the Airport Director. The billing period Per-Trip Fee payment shall be accompanied by a full reporting of the Licensee's Airport operations for the payment period, as provided in Section 11.2 below.

All amounts due under this Ordinance, including the Per-Trip Fee, shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind. Any amounts due under this Ordinance, not paid when due shall be subject to a service charge equal to the lesser of the rate of one and one-half percent (1½%) per month, and the maximum rate permitted by law. Acceptance of any service charge shall not constitute a waiver of Licensee's default on the overdue amount or prevent MAC from exercising any of the other rights and remedies available to MAC.

C. TNC Driver Permit Fee

The annual, nonrefundable, fee for a TNC Driver Permit shall be set forth in Schedule I or as otherwise modified by the Airport Director. This fee must be paid at the time of application by either the TNC Driver or the Driver's TNC.

11.2 Billing Period Report

Within fifteen calendar days of the end of any billing period, Licensee shall submit to MAC its operations report for the billing period (the "Billing Report"). The Billing Report shall be in an electronic format approved by the Airport Director and shall include for each date of operations and for each trip all data points listed in Section 9.2(c). The Billing Report shall also include the total number of trips for the reporting period.

11.3 Fee Adjustment

The Commission has the authority to adjust any of the fees in this Section and in the Fee Schedule; and advance notice to the all Licensees shall be provided in accordance with Section 12. The Airport Director has the authority to establish additional fees that cover reasonable administrative costs for services provided to Licensee's or its TNC Drivers.

SECTION 12 – NOTICE

12.1 Notices

Notice as required by Sections 10 or 11, or any other notice required by this Ordinance to be given to a Licensee or TNC Driver Permit holder, is sufficient if delivered in person, sent by U.S. mail to the last address on file with the Commission of the Licensee or transmitted by E-mail. Time of "issuance" means when the notice is hand delivered, placed in the mail, or E-mailed.

SECTION 13 – GENERAL PROVISIONS

13.1 Penalty

Any Person violating any of the provisions of this Ordinance shall upon conviction be punished by sentence within the parameters of the maximum penalty for misdemeanors set forth in Minn. Stat. § 609.03 or as amended.

13.2 Provisions Severable

If any part of this Ordinance shall be held unconstitutional or invalid, this does not affect the validity of the remaining parts of this Ordinance. The Commission declares it would have passed the remaining parts of this Ordinance without the unenforceable provisions.

13.3 Time Periods

The time periods set forth in this Ordinance shall be based on calendar days unless otherwise specified.

13.4 Effective Dates

This Ordinance is effective January 1, 2017, except as provided herein. The procedures and requirements outlined in Sections 3.2, 3.3, 6.4, 7.1, 7.2, 7.3, 8.1(A)(7), and 8.1(Q), may be phased in over an appropriate timeframe as determined by the Airport Director, not to exceed one year, through methods as determined by the Airport Director.

SCHEDULE I

FEE SCHEDULE

TNC License/Renewal Fee	\$500*
TNC Security Deposit	See Section 11.1(a)
Per-Trip Fee (January 1, 2017 – December 31, 2017)	\$3.00
TNC Driver Permit Fee	\$25.00*
Driver Background Check Fee (if applicable)	\$80.00*

This Fee Schedule is subject to change by Commission action according to Section 11.3.

* These fees may be adjusted periodically by the Airport Director. Check with the Landside Operations Department at landsid@mspmac.org for current amounts.

SCHEDULE II

TNC DRIVER FINES AND PENALTIES

Violations are cumulative by category and all categories are tracked for a twenty-four (24) month consecutive period. Fines will be assigned to each TNC Driver involved in the incident.

Category A: First offense in this category is a fine, second offense is a suspension, and third offense is a revocation.

Category B: First offense in this category is a suspension, second offense is a revocation.

Category C: First offense in this category is a revocation.

<u>Category A</u>		<u>Applicable Section</u>	<u>1st Offense: Fine</u>	<u>2nd Offense: Suspension</u>	<u>3rd Offense: Revocation</u>
A1	Unlawfully Parked at the Airport or on Airport Property	8.1 F	\$50.00	10 Days	Revocation
A2	Rust Fee; Damage Free Vehicle	6.2 A	\$50.00	10 Days	Revocation
A3	Discourteous Behavior; Use of Profane Language	8.1 N 1	\$50.00	10 Days	Revocation
A4	Violations Not Specifically Mentioned	All	\$50.00	10 Days	Revocation
A5	Take a Circuitous Route	8.1 N 2	\$50.00	15 Days	Revocation
A6	Refuse to Comply with a MAC Representative	8.1 N 1	\$100.00	15 Days	Revocation
A7	Improper Pick up/Discharge of Passenger(s)	8.1 B	\$100.00	15 Days	Revocation
A8	Failure to Display Required Items	8.1 G	\$100.00	15 Days	Revocation
A9	Operating without TNC Vehicle Decal	6.4	\$100.00	15 Days	Revocation
<u>Category B</u>		<u>Applicable Section</u>	<u>1st Offense: Suspension</u>	<u>2nd Offense: Revocation</u>	
B1	Conduct Which Interferes with or Threatens the Safety of Passengers	8.1	30 Days	Revocation	

B2 Conduct Which Interferes with or Threatens the Operational Efficiency of the Airport 8.1 30 Days Revocation

B3 Refuse to Convey an Orderly Passenger, Including Passengers with Service Animals 8.1 N 4 30 Days Revocation

<u>Category C</u>	<u>Applicable Section</u>	<u>1st Offense: Revocation</u>
C1 Bring Weapon onto MAC Property	8.1 N 5	Revocation
C2 Alcohol; Controlled Substance Violations	8.1 C	Revocation
C3 Soliciting	8.1 D	Revocation
C4 Operating without Insurance	5.1	Revocation

Schedule II is subject to change by Commission action according to Section 10.

SCHEDULE III

TNC FINES

Category D

D1	Failure to Accurately Report a TNC Trip	\$200.00
D2	Failure to Display Trade Dress	\$200.00
D3	Wheelchair Accessible Vehicle Violation	\$500.00
D4	Failure to Maintain Required Insurance (Each Occurrence)	\$500.00
D5	Failure to Perform or Document Proper TNC Driver Background or Driving Record Checks	\$500.00
D6	Passenger pick-up at Airport without a valid TNC Driver Permit	\$200.00
D7	TNC Endorsed Vehicle operation at the Airport without a valid TNC Vehicle Decal	\$200.00
D8	Failure to Adhere to any Ordinance Requirement	\$200.00

Schedule III is subject to change by Commission action according to Section 10.