



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, December 12, 2023

2:50 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

4. Approval of minutes from previous meeting

[23-1440](#) Approval of minutes from previous meeting

Attachments: [MeetingMinutes 24-Oct-2023.pdf](#)

5. **Public Hearing/Apearances**

[23-1452](#) Public Participation on Agenda Items

6. **Action Items**

[23-1441](#) Approval of Payments

Attachments: [October 2023 Payments.pdf](#)

[23-1442](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2024 Contingent on Outagamie County Approval

Attachments: [2024 Outagaime Contract.pdf](#)

[23-1443](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2024 Contingent on Winnebago County Approval

Attachments: [2024 Winnebago Contract.pdf](#)

[23-1444](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2024 Contingent on Calumet County Approval

Attachments: [2024 Calumet Contract.pdf](#)

[23-1445](#) Approve the Intermunicipal Agreement with the City of Neenah for the Northern Winnebago Dial-A-Ride Service for 2024 Contingent on City of Neenah Approval

Attachments: [2024 NW Dial-A-Ride Neenah.pdf](#)

[23-1446](#) Approve the Intermunicipal Agreement with the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2024 Contingent on the Village of Fox Crossing Approval

Attachments: [2024 NW Dial-A-Ride Fox Crossings.pdf](#)

[23-1447](#) Approve 2024 - 2025 Federal Section 5310 Sub-recipient Contract

Attachments: [2024 - 2025 5310 GRANT AGREEMENT LSS.pdf](#)

[23-1448](#) Certify Valley Transit Public Transportation Agency Safety Plan (PTASP)

Attachments: [PTASP Appendices.pdf](#)

7. Information Items

[23-1449](#) Financial Report

Attachments: [Oct 2023 Income Statement.pdf](#)

[23-1450](#) Ridership Report

Attachments: [October 2023 Ridership.pdf](#)

[23-1451](#) Request for Future Agenda Items

8. Next Meeting Date & Time

- December 26, 2023, 2:50 PM - Cancelled
- January 9, 2024, 2:50 PM - Cancelled
- January 23, 2024, 2:50 PM

9. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
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Meeting Minutes - Final Fox Cities Transit Commission

Tuesday, October 24, 2023

2:50 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

Present: 12 - Kasimor, Dexter, VandeHey, Chairperson Dearborn, Wurdinger, Detienne, Patza, Torrance, Firkus, Jones, Brown and Holzschuh

4. Approval of minutes from previous meeting

[23-1252](#)

Approval of minutes from previous meeting

Attachments: [MeetingMinutes12-Sep-2023.pdf](#)

Commissioner Wurdinger moved, seconded by Commissioner VandeHey, that the Minutes be approved. Voice Vote. Motion Carried.

5. **Public Hearing/Appearances**

[23-0278](#)

Public Participation on Agenda Items

No public participation on agenda items.

6. **Action Items**

[23-1253](#)

Approval of Payments

Attachments: [August 2023 Payments.pdf](#)

[September 2023 Payments.pdf](#)

Commissioner Torrance moved, seconded by Commissioner Patza, that the payments be approved. Voice Vote. Motion Carried.

[23-1254](#)

Approve Contract with SRF Consulting for Professional Services

Attachments: [SRF Memo.pdf](#)

Commissioner Detienne moved, seconded by Commissioner Kasimor, that the Contract with SRF Consulting for Professional Services be recommended for approval. Voice Vote. Motion Carried.

[23-1255](#) Authorize PO to Smart Spaces for Audio Visual Equipment

Attachments: [AV Equipment Memo.pdf](#)

Commissioner Torrance moved, seconded by Commissioner Firkus, that the Authorization to Purchase Audio Visual Equipment be recommended for approval. Voice Vote. Motion Carried.

7. Information Items

[23-1256](#) Financial Report

Attachments: [Aug 2023 Income Statement.pdf](#)
[Sept 2023 Income Statement.pdf](#)

The financial report was presented.

[23-1257](#) Ridership Report

Attachments: [August 2023 Ridership.pdf](#)
[September 2023 Ridership.pdf](#)

The ridership report was presented.

[23-1258](#) Third Quarter KPI Report

Attachments: [Quarterly KPI - QTR3 2023.pdf](#)

The third quarter KPI report was presented.

[23-1259](#) Valley Transit 2024 Budget

Attachments: [2024 Valley Transit Budget.pdf](#)

The Valley Transit 2024 budget was presented.

[189](#) Request for Future Agenda Items

8. Next Meeting Date & Time

- November 7, 2023 - 2:50 PM - Cancelled
- November 21, 2023 - 2:50 PM - Cancelled
- December 12, 2023 - 2:50 PM
- December 26, 2023 - 2:50 PM - Cancelled

9. Adjournment

A motion was made by Commissioner Detienne, seconded by Commissioner Wurdinger, that this meeting was adjourned.. The motion carried unanimously.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
58071000									VT 5307 Admin
58071000	423000					Miscellaneous Local Govt Aids			
	000278	CITY OF KAUKAUNA	111665	0	2023 10	INV P	25,376.00	110123	561445 2023 3rd Qtr State
	000280	CITY OF MENASHA	111668	0	2023 10	INV P	43,192.00	110123	561446 2023 3rd Qtr State
	000281	CITY OF NEENAH	111670	0	2023 10	INV P	89,088.00	110123	561447 2023 3rd Qtr State
	001363	TOWN OF BUCHANAN	111663	0	2023 10	INV P	14,358.00	110123	561509 2023 3rd Qtr State
	001366	TOWN OF GRAND CHUTE	111664	0	2023 10	INV P	140,282.00	110123	561510 2023 3rd Qtr State
	001446	VILLAGE OF KIMBERLY	111666	0	2023 10	INV P	17,526.00	110123	561523 2023 3rd Qtr State
	001447	VILLAGE OF LITTLE CH	111667	0	2023 10	INV P	18,488.00	110123	561524 2023 3rd Qtr State
	001577	VILLAGE OF FOX CROSS	111669	0	2023 10	INV P	52,480.00	110123	561522 2023 3rd Qtr State
						ACCOUNT TOTAL	400,790.00		
58071000	620100					Training/Conferences			
	999990	MINNESOTA PUBLIC TRA	111084	0	2023 10	INV P	275.00	pcard	WI/MN Public Transi
	999990	MINNESOTA PUBLIC TRA	112223	0	2023 10	INV P	235.00	pcard	WIPTA Conference
	999990	RADISSON HOTELS	112266	0	2023 10	INV P	435.00	pcard	WIPTA Conference
	999990	MINNESOTA PUBLIC TRA	112296	0	2023 10	INV P	-275.00	pcard	Refund for conferen
							670.00		
						ACCOUNT TOTAL	670.00		
58071000	620500					Employee Recruitment			
	002158	CAREERBUILDER	110100	0	2023 10	INV P	193.92	101123	561117 September Job Posti
	002694	RNS COMMUNICATIONS I	110631	0	2023 10	INV P	600.00	101123	561187 October employment
	999990	YOURMEMBERSHIP	112815	0	2023 10	INV P	160.00	pcard	Bus Driver Advertis
	999990	YOURMEMBERSHIP	112816	0	2023 10	INV P	160.00	pcard	Utility Worker Adve
	999990	TRANSITTALENT.COM	112817	0	2023 10	INV P	135.00	pcard	Bus Driver Advertis
	999990	TRANSITTALENT.COM	112818	0	2023 10	INV P	135.00	pcard	Utility Worker Adve
							590.00		
						ACCOUNT TOTAL	1,383.92		
58071000	630100					Office Supplies			
	001441	VERITIV OPERATING CO	111960	0	2023 10	INV P	867.00	110123	561521 Copy paper
	001983	AMAZON	110523	0	2023 10	INV P	49.99	pcard	Office supplies
	999990	QUILL CORPORATION	110520	0	2023 10	INV P	185.36	pcard	office supplies
	999990	QUILL CORPORATION	110522	0	2023 10	INV P	27.74	pcard	Office supplies
	999990	QUILL CORPORATION	111049	0	2023 10	INV P	85.92	pcard	Office supplies

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION
999990	QUILL CORPORATION	111050	0	2023	10	INV	P	31.30	pcard	Office supplies
999990	QUILL CORPORATION	111052	0	2023	10	INV	P	67.66	pcard	office supplies
999990	QUILL CORPORATION	111053	0	2023	10	INV	P	46.58	pcard	Office supplies
999990	QUILL CORPORATION	112172	0	2023	10	INV	P	11.59	pcard	Office supplies
999990	QUILL CORPORATION	112173	0	2023	10	INV	P	19.99	pcard	office Supplies
999990	QUILL CORPORATION	112174	0	2023	10	INV	P	124.62	pcard	Office Supplies
999990	QUILL CORPORATION	112175	0	2023	10	INV	P	21.79	pcard	Office supplies
999990	QUILL CORPORATION	112176	0	2023	10	INV	P	44.98	pcard	office supplies
								667.53		
ACCOUNT TOTAL								1,584.52		
58071000	630200									Subscriptions
003221	WISCONSIN AUDIO VIDE	110742	0	2023	10	INV	P	135.00	101823	561313 Transit Center musi
999990	GAN*WINEWSPAPER	CIRC 110524	0	2023	10	INV	P	43.00	pcard	Post Crescent subsc
ACCOUNT TOTAL								178.00		
58071000	630400									Postage / Freight
001583	UNITED STATES POSTAL	112135	0	2023	10	INV	P	2.07	pcard	FCTC postage
001583	UNITED STATES POSTAL	112268	0	2023	10	INV	P	2.79	pcard	FCTC postage
								4.86		
ACCOUNT TOTAL								4.86		
58071000	630500									Awards & Recognition
001198	SAM'S CLUB	111035	0	2023	10	INV	P	33.96	pcard	Driver appreciation
ACCOUNT TOTAL								33.96		
58071000	630700									Food & Provisions
001198	SAM'S CLUB	111075	0	2023	10	INV	P	142.70	pcard	Octoberfest supplie
999990	WWW.CAMERONSCOFFEE.C	111043	0	2023	10	INV	P	319.60	pcard	.
999990	JIMMY JOHNS # 446	111044	0	2023	10	INV	P	396.35	pcard	Octoberfest
999990	JIMMY JOHNS # 446	111045	0	2023	10	INV	P	117.27	pcard	Octoberfest
999990	JIMMY JOHNS # 446	111046	0	2023	10	INV	P	205.17	pcard	Octoberfest
999990	JERSEY BAGEL & DELI	111048	0	2023	10	INV	P	83.96	pcard	Octoberfest
								1,122.35		
ACCOUNT TOTAL								1,265.05		
58071000	631603									Other Misc. Supplies
000763	KWIK TRIP, INC	111034	0	2023	10	INV	P	5.99	pcard	Octoberfest ice
000763	KWIK TRIP, INC	111087	0	2023	10	INV	P	11.98	pcard	Octoberfest supplie
								17.97		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
001607 GRAINGER, INC.	112827	0	2023 10	INV	P	383.36	pcard	Shelving	
003096 FLEET FARM	111047	0	2023 10	INV	P	59.96	pcard	Supplies	
ACCOUNT TOTAL						461.29			
58071000 632002			Outside Printing						
001121 QUICK PRINT CENTER,	110519	0	2023 10	INV	P	469.63	pcard	Posters and signs	
001121 QUICK PRINT CENTER,	111039	0	2023 10	INV	P	815.25	pcard	Pre trip forms	
001121 QUICK PRINT CENTER,	112168	0	2023 10	INV	P	725.63	pcard	Connector brochures	
						2,010.51			
ACCOUNT TOTAL						2,010.51			
58071000 632300			Safety Supplies						
000274 CINTAS CORPORATION	111041	0	2023 10	INV	P	80.27	pcard	Mats & safety suppl	
000274 CINTAS CORPORATION	112169	0	2023 10	INV	P	7.15	pcard	Safety supplies and	
						87.42			
ACCOUNT TOTAL						87.42			
58071000 632800			Signs						
000362 DELL MARKETING L.P.	111548	0	2023 10	INV	P	3,565.18	102523	561338 Mobile Precision Wo	
001607 GRAINGER, INC.	112826	0	2023 10	INV	P	19.58	pcard	Signs	
ACCOUNT TOTAL						3,584.76			
58071000 640300			Bank Service Fees						
000814 LOOMIS ARMORED US, L	110162	0	2023 10	INV	P	170.64	101123	561164 ARMORED CAR SERVICE	
ACCOUNT TOTAL						170.64			
58071000 640800			Contractor Fees						
001237 SHRED-IT USA	111054	0	2023 10	INV	P	173.53	pcard	Document shredding	
001771 RED SHOES PR, INC.	110136	0	2023 10	INV	P	6,198.50	101123	561184 September marketing	
003012 LANGUAGE LINE	110134	0	2023 10	INV	P	12.24	101123	561158 Translation service	
ACCOUNT TOTAL						6,384.27			
58071000 641200			Advertising						
001573 4IMPRINT, INC.	112134	0	2023 10	INV	P	726.75	pcard	Marketing materials	
001771 RED SHOES PR, INC.	110135	0	2023 10	INV	P	5,000.00	101123	561184 October advertising	
999990 EVERYTHING BRANDED	112136	0	2023 10	INV	P	2,470.00	pcard	Marketing supplies	
ACCOUNT TOTAL						8,196.75			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58071000 641301 001575 WE ENERGIES	561	0	2023 10	INV	P	6,337.65	100423	561094	ELEC 707600246-0000
ACCOUNT TOTAL						6,337.65			
58071000 641302 001575 WE ENERGIES	561	0	2023 10	INV	P	96.04	100423	561094	GAS 707600246-00001
ACCOUNT TOTAL						96.04			
58071000 641308 000250 CELLCOM APPLETON PCS 111051 000250 CELLCOM APPLETON PCS 112269		0	2023 10	INV	P	1,271.50	pcard		Cell phones
		0	2023 10	INV	P	1,272.10	pcard		Cell phones and dat
						2,543.60			
ACCOUNT TOTAL						2,543.60			
58071000 641800 999990 FSP* HOWIE VOIGT SER 110521		0	2023 10	INV	P	529.13	pcard		Equipment repair
ACCOUNT TOTAL						529.13			
58071000 642400 999990 ZOOM.US 888-799-9666 111033		0	2023 10	INV	P	10.00	pcard		Conference software
ACCOUNT TOTAL						10.00			
58071000 643000 003122 ASCENSION MEDICAL GR 110749		0	2023 10	INV	P	69.00	101823	561227	DOT Physicals
ACCOUNT TOTAL						69.00			
58071000 680401 1800 003060 GMV SYNCROMATICS 110685 003060 GMV SYNCROMATICS 111604		230358	2023 10	INV	P	34,660.00	101123	561138	CAD/AVL system RFP
		230358	2023 10	INV	P	72,313.00	102523	561354	CAD/AVL system RFP
						106,973.00			
ACCOUNT TOTAL						106,973.00			
ORG 58071000 TOTAL						543,364.37			
58072000 58072000 620100 999990 USTTRAINING.COM 111036		0	2023 10	INV	P	150.00	pcard		Training
ACCOUNT TOTAL						150.00			
58072000 630901 001003 NORTHSIDE HARDWARE, 112171		0	2023 10	INV	P	56.97	pcard		NORTHSIDE TRUE VALU

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
001333 TARTAN SUPPLY CO., I	112161	0	2023 10	INV	P	93.55		pcard	TARTAN SUPPLY CO LL
002002 ACE HARDWARE OF APPL	112160	0	2023 10	INV	P	20.86		pcard	Supplies
ACCOUNT TOTAL						171.38			
58072000 632200			Gas Purchases						
000763 KWIK TRIP, INC	110127	0	2023 10	INV	P	401.29	101123		561154 September staff veh
ACCOUNT TOTAL						401.29			
58072000 632601			Repair Parts						
000006 ABC BUS, INC.	110747	0	2023 10	INV	P	396.18	101823		561222 Parts
000006 ABC BUS, INC.	110748	0	2023 10	INV	P	97.32	101823		561222 Parts
						493.50			
000089 NEW FLYER OF AMERICA	110130	0	2023 10	INV	P	562.38	101123		561174 Parts
000089 NEW FLYER OF AMERICA	110131	0	2023 10	INV	P	900.86	101123		561174 Parts
000089 NEW FLYER OF AMERICA	110132	0	2023 10	INV	P	2,156.03	101123		561174 Parts
000089 NEW FLYER OF AMERICA	110743	0	2023 10	INV	P	5,265.00	101823		561272 Parts
000089 NEW FLYER OF AMERICA	110745	0	2023 10	INV	P	2,824.14	101823		561272 Parts
000089 NEW FLYER OF AMERICA	111628	0	2023 10	INV	P	9,620.37	110123		561487 Parts
000089 NEW FLYER OF AMERICA	111629	0	2023 10	INV	P	1,025.89	110123		561487 Parts
000089 NEW FLYER OF AMERICA	111630	0	2023 10	INV	P	83.80	110123		561487 Parts
000089 NEW FLYER OF AMERICA	111631	0	2023 10	INV	P	830.44	110123		561487 Parts
						23,268.91			
000561 GENFARE, DIVISION OF	110064	0	2023 10	INV	P	406.47	100423		561039 Farebox parts
001595 JX TRUCK CENTER	110062	0	2023 10	INV	P	6,042.09	100423		561052 Parts
001595 JX TRUCK CENTER	110063	0	2023 10	INV	P	632.28	100423		561052 Parts
001595 JX TRUCK CENTER	111632	0	2023 10	INV	P	3,411.75	110123		561470 Parts
001595 JX TRUCK CENTER	111633	0	2023 10	INV	P	774.96	110123		561470 Parts
001595 JX TRUCK CENTER	111634	0	2023 10	INV	P	3,315.72	110123		561470 Parts
001595 JX TRUCK CENTER	111635	0	2023 10	INV	P	129.16	110123		561470 Parts
001595 JX TRUCK CENTER	111636	0	2023 10	INV	P	1,135.76	110123		561470 Parts
001595 JX TRUCK CENTER	111637	0	2023 10	INV	P	2,191.77	110123		561470 Parts
						17,633.49			
001607 GRAINGER, INC.	110563	0	2023 10	INV	P	75.35		pcard	Parts
001607 GRAINGER, INC.	110564	0	2023 10	INV	P	51.74		pcard	Parts
001607 GRAINGER, INC.	110565	0	2023 10	INV	P	66.05		pcard	Parts
						193.14			
ACCOUNT TOTAL						41,995.51			
58072000 641800			Equip Repairs & Maint						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
001194 SAFETY-KLEEN	110764	0	2023 10	INV	P	258.25	101823	561288	Equipment mainten
001392 U.S. VENTURE, INC	110729	0	2023 10	INV	P	170.00	101823	561299	Equipment testing
ACCOUNT TOTAL						428.25			
58072000 642400			Software Support						
000561 GENFARE, DIVISION OF	111582	0	2023 10	INV	P	1,280.03	110123	561461	Support agreement
001791 RADIO ENGINEERING IN	111151	230652	2023 10	INV	P	7,715.68	101823	561283	Annual License Fee
002518 S&A SYSTEMS, INC	110175	230435	2023 10	INV	P	2,058.00	101123	561190	Annual software and
ACCOUNT TOTAL						11,053.71			
58072000 643000			Health Services						
001588 THEDACARE, INC.	110732	0	2023 10	INV	P	96.00	101823	561292	DOT Physicals
001588 THEDACARE, INC.	110739	0	2023 10	INV	P	177.65	101823	561296	DOT Physicals
						273.65			
ACCOUNT TOTAL						273.65			
58072000 645100			Laundry Services						
000274 CINTAS CORPORATION	111042	0	2023 10	INV	P	118.10	pcard		Mats and uniforms
000274 CINTAS CORPORATION	112170	0	2023 10	INV	P	47.24	pcard		Uniform and Mats
						165.34			
ACCOUNT TOTAL						165.34			
58072000 659900			Other Contracts/Obligation						
000172 BAYCOM, INC.	111245	0	2023 10	INV	P	1,441.00	102523	561324	Service Agreement
ACCOUNT TOTAL						1,441.00			
ORG 58072000 TOTAL						56,080.13			
58073000			VT 5307 Building Maintenance						
58073000 640700			Solid waste/Recycling Pickup						
002545 GFL ENVIRONMENTAL	112759	0	2023 10	INV	P	104.00	pcard		GFL recycling 10/23
002545 GFL ENVIRONMENTAL	112760	0	2023 10	INV	P	255.75	pcard		GFL trash 10/23
						359.75			
ACCOUNT TOTAL						359.75			
58073000 641600			Build Repairs & Maint						
000758 KUETTEL'S SEPTIC SER	110128	0	2023 10	INV	P	425.00	101123	561153	Floor pit cleaning
ACCOUNT TOTAL						425.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
58073000	645100					Laundry Services			
000274	CINTAS CORPORATION	111041	0	2023 10	INV P	183.95	pcard		Mats & safety suppl
000274	CINTAS CORPORATION	111042	0	2023 10	INV P	630.05	pcard		Mats and uniforms
000274	CINTAS CORPORATION	112169	0	2023 10	INV P	110.37	pcard		Safety supplies and
000274	CINTAS CORPORATION	112170	0	2023 10	INV P	264.78	pcard		Uniform and Mats
						1,189.15			
						ACCOUNT TOTAL		1,189.15	
58073000	659900					Other Contracts/Obligation			
002401	CLEAN POWER, LLC	110140	0	2023 10	INV P	573.22	101123		561120 Janitorial Cleaning
						ACCOUNT TOTAL		573.22	
58073000	680300 1800					Buildings			
003202	SMA CONSTRUCTION	111619	0	2023 10	INV P	275,713.75	110123		561502 VT Whitman Facility
003239	IMEG	111643	0	2023 10	INV P	3,412.50	110123		561466 Whitman constructio
999990	WWW.FIELDWIRE.COM	111028	0	2023 10	INV P	44.00	pcard		WWW.FIELDWIRE.COM W
						ACCOUNT TOTAL		279,170.25	
						ORG 58073000 TOTAL		281,717.37	
58074000						VT 5307 Operations			
58074000	632101					Uniforms			
000316	COONEY'S EMBROIDERY	111583	0	2023 10	INV P	85.00	110123		561448 Uniforms
000316	COONEY'S EMBROIDERY	111584	0	2023 10	INV P	32.00	110123		561448 Uniforms
						117.00			
						ACCOUNT TOTAL		117.00	
58074000	632200					Gas Purchases			
001608	GARROW OIL CORPORATI	110165	230716	2023 10	INV P	23,549.70	101123		561137 #2 Ultra Low Sulfur
001608	GARROW OIL CORPORATI	111609	230750	2023 10	INV P	21,621.34	102523		561351 #2 Ultra Low Sulfur
						45,171.04			
						ACCOUNT TOTAL		45,171.04	
58074000	632602					Tires			
001926	GOODYEAR TIRE AND RU	110728	0	2023 10	INV P	2,560.69	101823		561253 Tire lease program
003165	BRIDGESTONE	111606	230542	2023 10	INV P	459.34	102523		561327 Tire program
						ACCOUNT TOTAL		3,020.03	
58074000	632603					Lubricants			
000615	HARTLAND LUBRICANTS	111581	0	2023 10	INV P	1,031.92	110123		561465 DEF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
		ACCOUNT TOTAL							1,031.92
58074000	640800	002401	CLEAN POWER, LLC	110133	0	2023 10 INV P			Contractor Fees
									4,208.75
		ACCOUNT TOTAL							4,208.75
58074000	643000	001588	THEDACARE, INC.	110734	0	2023 10 INV P			Health Services
001588	THEDACARE, INC.	110736			0	2023 10 INV P			83.30
001588	THEDACARE, INC.	110738			0	2023 10 INV P			705.00
									705.00
									1,493.30
003122	ASCENSION MEDICAL GR			110749	0	2023 10 INV P			437.00
		ACCOUNT TOTAL							1,930.30
		ORG 58074000 TOTAL							55,479.04
58075000	423000	001579	WINNEBAGO COUNTY	111672	0	2023 10 INV P			Paratransit
001596	OUTAGAMIE COUNTY	111671			0	2023 10 INV P			Miscellaneous Local
001621	CALUMET COUNTY	111673			0	2023 10 INV P			Govt Aids
		ACCOUNT TOTAL							20,062.00
		ACCOUNT TOTAL							57,862.00
		ACCOUNT TOTAL							3,948.00
		ACCOUNT TOTAL							81,872.00
58075000	632002	001121	QUICK PRINT CENTER,	111038	0	2023 10 INV P			Outside Printing
001121	QUICK PRINT CENTER,	111040			0	2023 10 INV P			356.25
001121	QUICK PRINT CENTER,	112167			0	2023 10 INV P			1,041.00
									983.90
									2,381.15
		ACCOUNT TOTAL							2,381.15
58075000	641308	001442	VERIZON WIRELESS SER	111037	0	2023 10 INV P			Cellular Phones
001442	VERIZON WIRELESS SER	112267			0	2023 10 INV P			700.70
									700.70
									1,401.40
		ACCOUNT TOTAL							1,401.40
		ORG 58075000 TOTAL							85,654.55

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58076000		VT 5307	Ancillary	Paratransit					
58076000 659900			Other Contracts/Obligation						
001600 LUTHERAN SOCIAL SERV	110727	0	2023 10	INV	P	10,874.00	101823	561265	2023 2nd Qtr MM & O
ACCOUNT TOTAL						10,874.00			
ORG 58076000 TOTAL						10,874.00			
FUND 580 Valley Transit		TOTAL:				1,033,169.46			

** END OF REPORT - Generated by Debra Ebben **

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

Outagamie County, a Wisconsin municipal corporation, doing business at 320 South Walnut Street, Appleton, Wisconsin 54911 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act ("ADA"), has resulted in an increase in trips provided by the City's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, the County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and County to have the City, via Valley Transit assume the responsibility for the payment of all urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, the County assumes responsibility and direction of its operation;

III. THE AGREEMENT

NOW, THEREFORE, the City and County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandebroek, and Buchanan). The parties agree that approximately 38% of such trips occur in the Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having

obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 + & \text{ Outagamie County Share of Administrative Costs} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Outagamie County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2024, Valley Transit estimates 100,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$21.43 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore the County's estimated funding requirement will be:

\$814,340	Costs (38,000 rides at \$21.43 per ride)
\$93,208	38% of admin charges
(\$254,114)	Federal Share
(\$254,114)	State Share
<u>(\$152,000)</u>	Fares (38,000 rides at \$4.00 per ride)
\$247,320	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2024 the parties agree that the County's liability for ADA urban paratransit services will be capped at \$250,000 and all paratransit services will be capped at the full cost of its ancillary services.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Outagamie County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The contract costs for elderly rides will be \$21.43; Sunday service will be \$17.85. In 2024, Valley Transit estimates 2,900 Outagamie County elderly trips and 720 Outagamie County Sunday trips with estimated costs as follows:

\$62,147	Elderly Costs (2,900 x \$21.43)
(\$17,401)	Federal Share
(\$17,401)	State Share
(\$11,600)	Fares (2,900 x \$4.00/ride)
<u>\$11,601</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$27,346	Estimated funding

\$15,430	Sunday Costs (720 x \$21.43)
(\$4,320)	Federal Share
(\$4,320)	State Share
(\$7,920)	Fares (1,080 x \$11.00/ride)
<u>\$2,880</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$1,750	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

$$\begin{aligned}
 &+ \text{Cost of Service} \\
 &- \text{Federal Share} \\
 &- \text{State Share} \\
 &+ \text{Local Administrative Charge} \\
 &= \text{Outagamie County's Estimated Rural Service Requirement}
 \end{aligned}$$

In 2024, Valley Transit estimates 10,000 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 385,500	Costs (10,000 rides x \$38.55)
(\$107,940)	Federal Share
(\$107,940)	State Share
(\$60,000)	Fares (10,000 x \$6.00/ride)
<u>\$ 38,506</u>	Administrative charge
\$148,126	Estimated funding

- 2) **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State

operating assistance will be reimbursed to the County on a quarterly basis based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at year end.

The County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by the County.

3. Service Criteria.

- Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of the County.
- Rural Service.* Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday (with the additional hour for medical rides only). These hours may be changed at the discretion of the County.
- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service and will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. Eligibility.

- Elderly Service.* Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although the County will encourage the use of Valley Transit's fixed route service when possible.
- Rural Service.* Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.
- Sunday ADA.* Sunday service will be available to ADA eligible people.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. Length of Agreement. This agreement shall be in effect commencing on January 1, 2024 through December 31, 2024.

6. Statistical Reports. Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of the County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2024, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2024. Fares for the rural transportation will be established by the County.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as

defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed the date of last signature below.

CITY OF APPLETON

By: _____
JACOB A. WOODFORD, MAYOR
DATE: _____

By: _____
KAMI LYNCH, CITY CLERK
DATE: _____

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

OUTAGAMIE COUNTY

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

By: _____
JOHN RATHMAN, DIRECTOR,
DEPARTMENT OF HEALTH & HUMAN SERVICES

APPROVED AS TO FORM:

KYLE SARGENT, CORPORATION COUNSEL

CL: A22-0939.AKA.DG

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act ("ADA"), has resulted in an increase in trips provided by the City's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, the County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and County, to have the City, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, the County assumes responsibility and direction of its operation; and

III. THE AGREEMENT

NOW, THEREFORE, the City and County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (18\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

in 2024, Valley Transit estimates 100,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$21.43 with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirement will be:

\$385,740	Costs (18,000 rides at \$21.43 per ride)
\$34,410	18% of admin charges
(\$117,642)	Federal Share
(\$117,642)	State Share
<u>(\$72,000)</u>	Fares (18,000 rides at \$4.00 per ride)
\$112,866	Estimated funding

The County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the County service shall also be applied in this formula. For 2024 the parties agree that the County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. *Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Winnebago County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$21.43 per ride plus fuel. In 2024, Valley Transit estimates 56 Winnebago County Sunday trips with estimated costs as follows:

\$1,200	Sunday Costs (56 x \$21.43)
(\$336)	Federal Share
(\$336)	State Share
(\$616)	Fares (56 x \$11.00/ride)
<u>\$ 224</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 136	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. *County Specialized Transportation Service*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

Cost of Service
 - Federal Share (5310 funding)
 - State Share (estimated at 28%)
+ Administrative charge
 = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2024's Heritage program is:

\$ 14,063	Costs (780 x \$18.03)
(\$3,938)	Federal Share
(\$3,938)	State Share
(\$2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,406</u>	Administrative charge
\$ 4,863	Estimated funding

2. **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to the County on a quarterly basis.

The County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Sunday ADA. Sunday service will be available to all ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure

that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2024, through December 31, 2024.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of the County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2024, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2024.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

BY: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
JONATHAN DORMEL, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

CL: 22-0939AKA.DG

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 (“City”).

Calumet County, a Wisconsin municipal corporation, doing business at 206 Court Street, Chilton, Wisconsin 53014 (“County”).

Together, the municipalities may be jointly referred to as “the Parties”.

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (“ADA”), has resulted in an increase in trips provided by the City’s wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Section 66.0301 of the Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations;

III. THE AGREEMENT

NOW, THEREFORE, the City and the County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA and Sunday Service

The County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the County portion of Valley Transit’s ADA service area (all of the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 3% of such trips occur in the Calumet County portion of Valley Transit’s service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County's actual ADA funding contribution will be as follows:

Calumet County Rides x Contract Cost
+ Administrative Charges (4%)

- Federal Share
- State Share
- Farebox Revenues
- = Calumet County's Estimated ADA Funding Requirement

In 2024, Valley Transit estimates 100,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$21.43 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirements will be:

\$64,290	Costs (3,000 rides at \$21.43 per ride)
\$7,374	Administrative charges (3%)
(\$20,066)	Federal Share
(\$20,066)	State Share
<u>\$ (\$12,000)</u>	Fares (3,000 rides at \$4.00 per ride)
\$19,532	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing the County's actual contribution for this ancillary service will be based on the following:

- Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
- + Local Surcharge (1/3 of Federal plus 1/3 State Share)
- = Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$21.43; Sunday service will be \$21.43. In 2024, Valley Transit estimates 150 Calumet County elderly trips and 24 Sunday trips with estimated costs as follows:

\$3,215	Elderly Costs (150 x \$21.43)
(\$900)	Federal Share
(\$900)	State Share
(\$600)	Fares (150 x \$4.00/ride)
<u>\$ 600</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,415	Estimated funding

\$ 514 Sunday Costs (24 x \$21.43)

(\$144)	Federal Share
(\$144)	State Share
(\$264)	Fares (24 x \$11.00/ride)
<u>\$ 96</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 58	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by the County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing the County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2024 the cost estimate is as follows:

\$ 28,800	Costs
(8,064)	Federal Share
(8,064)	State Share
(18,700)	Fares
<u>\$ 8,064</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 2,036	Estimated funding

2. **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to the County on a quarterly basis.

The County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

- Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

- Elderly Service.* Service will be provided to the elderly (those persons aged 60 and over who are not eligible for ADA services), although the County will encourage the use of Valley Transit’s fixed route service when possible.
- Sunday ADA.* Sunday service will be available to ADA eligible persons.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2024, through December 31, 2024.

6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County’s cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.

10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit’s compliance with the specifications of this agreement.

11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this

Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2024, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2024.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City's continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

CALUMET COUNTY

BY: _____
TODD ROMENESKO, ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A22-0939AKA.DG

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE CITY OF NEENAH
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and

WHEREAS, the City of Appleton and the City of Neenah wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton and the City of Neenah by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= City of Neenah Estimated Contribution

Valley Transit and the City of Neenah estimate that there will be 7,000 rides in 2024. Cost estimates are as follows:

Cost for Dial-A-Ride (7,000 X \$18.21)	\$127,470
Federal Share	(35,692)
State Share	(35,692)
Fares (7,000 X \$3.50)	(24,500)
Administrative Charge	<u>12,747</u>
The City of Neenah Estimated Contribution*	\$44,334

Actual costs will be based on actual ridership, federal share, state share, and fares in 2024.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah to Valley Transit. Valley Transit will invoice the City of Neenah for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2024. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the City of Neenah shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The City of Appleton and the City of Neenah agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton and the City of Neenah agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the City of Neenah shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2023.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE VILLAGE OF FOX CROSSING,
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the Village of Fox Crossing operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the Village of Fox Crossing, and

WHEREAS, the City of Appleton and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= Village of Fox Crossing Estimated Contribution

Valley Transit and the Village of Fox Crossing estimate that there will be 1,500 rides in 2024. Cost estimates are as follows:

Cost for Dial-A-Ride (1,500 X \$18.21)	\$27,315
Federal Share	(7,648)
State Share	(7,648)
Fares (1,500 X \$3.50)	(5,250)
Administrative Charge	<u>2,732</u>
The Village of Fox Crossing Estimated Contribution*	\$9,501

Actual costs will be based on actual ridership, federal share, state share, and fares in 2024.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

- 2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the Village of Fox Crossing for its contribution on a monthly basis.
- 3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2024. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
- 4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
- 5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
- 6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
- 7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
- 8. **INSURANCE.** The City of Appleton and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

- 9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton the Village of Fox Crossing agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
- 10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2023.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

DAVID C. RASHID, CITY ATTORNEY

VILLAGE OF FOX CROSSING

BY: _____
DALE YOUNGQUIST, VILLAGE PRESIDENT

DATE

BY: _____
DARLA M. FINK, VILLAGE CLERK

DATE

APPROVED AS TO FORM:

ANDY ROSSMEISSI, VILLAGE ATTORNEY
CL: A22-0939AKA

**2024 - 2025 GRANT AGREEMENT BETWEEN
THE CITY OF APPLETON, VALLEY TRANSIT
AND
LUTHERAN SOCIAL SERVICES OF WI AND UPPER MI, INC.**

This 2024 - 2025 Grant Agreement ("Agreement") is made by and between The City of Appleton, Valley Transit, hereafter referred to as "Valley Transit," and Lutheran Social Services of WI and Upper MI, Inc., hereafter referred to as "Recipient." Valley Transit and the Recipient shall be referred to herein as the "Parties."

PRELIMINARY STATEMENT

Valley Transit is authorized to administer the federal Enhanced Mobility of Seniors and Individuals with Disabilities Program ("Program") under 49 USC §5310 (CFDA 20.513). The Recipient has requested funds to assist in financing project costs for their Making the Ride Happen project and Volunteer Driver project ("the Project") for the period January 1, 2024, through December 31, 2025. Valley Transit agrees to provide financial assistance for the Project with Program monies made available in accordance with the terms and conditions of this Agreement and the provisions of the Recipient's 2024 - 2025 grant application for assistance, which are made part of this Agreement by reference and attached hereto as Attachment A ("2024 - 2025 Grant Application").

In consideration of the reciprocal promises expressed in this Agreement, the Parties mutually agree as follows:

Article I: Payment by Valley Transit

- A. Valley Transit agrees to pay the Recipient quarterly the respective federal share of the Recipient's eligible expenses reported up to the funding level specified in Attachment B for expenses incurred during the period of January 1, 2024, through December 31, 2025, as funding for the Project.
- B. Valley Transit shall make payments to the Recipient upon receipt of the proper documentation of eligible expenses required to fund the Project.
- C. Funding for this Agreement is made available solely through federal funding through the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (CFDA 20.513).

Article II: Responsibility of Recipient

- A. The Recipient shall maintain a system of accounting controls to identify, segregate, allocate, and safeguard allowable expenses and revenues for the Project. The Recipient shall also ensure that all sub-recipients and/or third-party transportation service providers comply with this requirement.

- B. Should any portion of the Project be contracted to a sub-recipient and/or a third-party transportation service provider, the Recipient agrees to pay all expenses of the transportation service as its bills become due. The Recipient also agrees to provide the local share of the Projects operating deficit as required. If the Recipient contracts for transportation service with a third-party, the Recipient shall pay the third-party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the sub-recipient and/or third-party by an amount equal to any overpayments made to the sub-recipient and/or third-party under this Agreement or under any prior operating assistance contract entered into with any party, including Valley Transit.
- C. This Agreement shall be in effect from January 1, 2024, through December 31, 2025, and payments shall be based exclusively on expenses incurred by the Project during that time period.
- D. The Recipient shall file quarterly reimbursement and performance measures reports ("Reports") within 30 days of the close of the reporting period. Other special reports ("Special Reports") may also be required by Valley Transit, which Valley Transit may request on a case-by-case basis from the Recipient as needed. The Recipient assures that all Reports and Special Reports will be submitted in a manner and form prescribed by Valley Transit.

Article III: Disbursements of Funds

- A. Payment by Valley Transit to the Recipient shall be made upon the submittal of the Reports and Special Reports, if applicable, by the Recipient to Valley Transit. Said payments will be made within 30 calendar days of receipt of the Reports by Valley Transit and shall be issued by check.
- B. Valley Transit may withhold and/or refuse to pay any and all payments due and owing the Recipient should the Recipient fail to file a Report or Special Report as required pursuant to Article II above, until such time as the report is filed in the manner and form prescribed.

Article IV: Accounting Records and Department Audits

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Circular A-133, its Compliance Supplement, and state single audit guidelines issued by the Wisconsin Department of Administration (DOA). Any findings from this audit that are relevant to the use of FTA funds shall be brought immediately to the attention of Valley Transit by the Recipient.
- B. The Recipient, any sub-recipients and/or third-party and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses and cost allocations related to the Recipient for inspection by Valley Transit or its designee during normal business hours in their respective offices, for a period of three years following final agreement payment, and shall make

said documents available to Valley Transit upon 24 hours' notice by Valley Transit to the Recipient. The Recipient shall be responsible for insuring the compliance of all sub-recipients and/or third-parties and affiliates with this provision.

- C. The Recipient shall permit Valley Transit, the Comptroller General of the United States, and the Secretary of the U.S. Department of Transportation, or their authorized representatives, access to inspect all vehicles, facilities, and equipment acquired or used as part of the Project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records. The Recipient shall also permit access to audit the books, records, and accounts of the Recipient pertaining to the project upon 24 hours' notice by Valley Transit to the Recipient.

Article V: Notification of Federal Participation

The Recipient must include the following notification language of federal participation in all of its requests for proposals, solicitations, contracts, press releases, brochures, web sites, or other publications, etc., funded under this grant, based on the source of funding:

"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. §5310 Enhanced Mobility of Seniors and Individuals with Disabilities (CFDA 20.513)."

Article VI: Arbitration

Any claim, counterclaim or dispute arising out of or relating to this Agreement may, by mutual consent, be submitted to arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the State of Wisconsin.

Article VII: Applicable Law

This Agreement shall be governed under the laws of the State of Wisconsin. The Recipient shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

Article VIII: Safety Requirements

All materials, equipment, and supplies acquired through this Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and all applicable OSHA Standards.

Article IX: Project Management

- A. The Recipient agrees that the Project will be that as described in the 2024 - 2025 Grant Application and will be managed and operated in accordance with the provisions of the 2024 – 2025 Grant Application, which is made part of this Agreement by reference.

- B. Should the Recipient wish to modify the Project from that described in its 2024 - 2025 Grant Application, the Recipient must submit in writing to Valley Transit in a manner prescribed by Valley Transit the request for modification. The Recipient shall not act on the proposed modification unless and until approval is granted by Valley Transit and the Recipient shall continue to work on the Project per the description in its 2024 - 2025 Grant Application unless and until they receive approval from Valley Transit to modify the Project
- C. Should Valley Transit determine a proposed modification to the 2024 - 2025 Grant Application is a "substantive change" to the initial grant application, Valley Transit may, in its discretion, prepare an Amendment to this agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the Project until an appropriate amendment to this Agreement has been executed by both Parties.
- D. Should Valley Transit determine that a proposed modification to the 2024 - 2025 Grant Application is a "non-substantive change," Valley Transit may, in its discretion, authorize in writing the Recipient to implement the change, and a formal amendment to this Agreement shall not be required.

Article X: City Approval of Procurements and Contracts

- A. The Recipient will be provided a copy of the Valley Transit Procurement Manual. All rules within the manual must be followed when making any purchases.
- B. Before purchasing services or capital items from a third-party with funds from this grant, the Recipient must contact Valley Transit in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Wisconsin Department of Transportation web site at:
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>
- C. The Recipient must obtain Valley Transit approval for pre-solicitation and post-solicitation procurement activities as follows:
 - i. Recipient Notification to Valley Transit of Intent to Purchase. The Recipient must notify Valley Transit in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
 - ii. Valley Transit Notification to Recipient to Make Award. As requested by Valley Transit, the Recipient will provide to Valley Transit written documentation of the solicitation process. Upon review, Valley Transit will issue written approval to the Recipient to make the award.
- D. The Recipient shall send to Valley Transit all draft contracts between the Recipient and any third-party vendor receiving funds under this Agreement. Valley Transit shall review such draft

contracts and determine their conformance with the provisions of this Agreement. Only upon authorization by Valley Transit shall the Recipient execute such contracts.

Article XI: Prohibited Interests

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of Valley Transit or of the Recipient during his or her tenure or for one year thereafter shall have any personally benefiting interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XII: Termination

- A. Valley Transit may terminate this Agreement at any time that it determines that the Recipient or its sub-recipient and/or third-party has failed to perform in the manner called for in the Agreement or has failed to fulfill the obligations herein. Failure of the Recipient, or its sub-recipient and/or third-party, to comply with the terms and conditions of its grant application and/or the provisions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement for whatever reason such request to terminate is made.
- C. The Parties agree that notice of intent to terminate the Agreement shall be made in writing though "return-receipt certified mail" at least 30 calendar days prior to the proposed termination date.
- D. In the event this Agreement is terminated, Valley Transit shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

Article XIII: Attachments and Appendices

All attachments and appendices to this agreement are incorporated herein by annexation.

Witness the execution of this Agreement by the parties hereto in the manner most appropriate to each.

**2024 - 2025 GRANT AGREEMENT BETWEEN
THE CITY OF APPLETON, VALLEY TRANSIT
AND
LUTHERAN SOCIAL SERVICES**

In witness whereof, the parties have executed this agreement on the _____ day of _____, 2023.

CITY OF APPLETON:

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

By: _____
Ronald C. McDonald, Valley Transit General Manager

APPROVED AS TO FORM:

Christopher Behrens, City Attorney

Provision has been made to pay the liability which will accrue under the contract.

Jeri Ohman, Director of Finance

LUTHERAN SOCIAL SERVICES:

By: _____

Attachment B
2024- 2025 Section 5310 Grant Agreement
LUTHERAN SOCIAL SERVICES

<u>2024 Projects</u>	<u>Operating Project</u>	<u>Capital Project</u>
Net Project Cost:	\$90,158.00	\$68,321.00
Local Match:	\$45,079.00	\$13,664.00
Federal Program Amount	\$45,079.00	\$54,657.00

<u>2025 Projects</u>	<u>Operating Project</u>	<u>Capital Project</u>
Net Project Cost:	\$90,158.00	\$68,321.00
Local Match:	\$45,079.00	\$13,664.00
Federal Program Amount	\$45,079.00	\$54,657.00

Attachment C
2024 - 2025 Section 5310 Grant Agreement
LUTHERAN SOCIAL SERVICES

FEDERAL TRANSIT ADMINISTRATION
Federally Required Certifications and Contract Clauses

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program fraud and false or fraudulent statements and related acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see http://www.fta.dot.gov/funding/apply/grants_financing_3162.html) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.18 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration

of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Valley Transit. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Valley Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Valley Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Valley Transit.

Incorporation of FTA Terms

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(2) Termination for Default - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Valley Transit may terminate this contract for default. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Resolution of Disputes, Breaches, or Other Litigation

49 CFR Part 18

FTA Circular 4220.1E

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Valley Transit's Transportation Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Valley Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Valley Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Valley Transit is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and

remedies otherwise imposed or available by law. No action or failure to act by Valley Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

42 U.S.C. 6321 et seq.
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of

FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Valley Transit's Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Safe Operation of Motor Vehicles. (a) Seat Belt Use.

23 U.S.C. § 402 note, (62 Fed. Reg. 19217)

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

Safe Operation of Motor Vehicles. (b) Distracted Driving, Including Text Messaging While Driving.

23 U.S.C. § 402 note, (74 Fed. Reg. 51225)

The Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

FTA Master Agreement (28) Section 39(b).

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Valley Transit must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Valley Transit is located. Valley Transit must include a similar notification requirement in its Third Party Agreements (Contractors) and must require each Contractor to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and

(3) Additional Notice to U.S. DOT Inspector General. Valley Transit must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which it is located, if Valley Transit has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Valley Transit and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of Valley Transit. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Valley Transit. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Valley Transit, including divisions tasked with law enforcement or investigatory functions.

Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

If the undersigned is required to complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying" (see #2 above), please include Standard Form—LL with this proposal submittal.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Compliance with Overall Federal Regulations Certification
49 CFR Part 18

The Contractor listed below hereby certifies that it shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration (FTA) Master Agreement between the City of Appleton/ValleyTransit and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. FTA contract clauses are listed in this RFP.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

APPENDIX A

Valley Transit STAFF SAFETY ROLES AND RESPONSIBILITIES

Completed by: Traci Robinson	Date: 11/01/2023
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Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	Ron McDonald	<p style="text-align: center;">49 CFR § 673.5 –</p> <p>Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. § 5326.</p>	<ul style="list-style-type: none"> Ultimate responsibility for carrying out the PTASP Responsibility for carrying out the TAM Plan Control or direction over the human and capital resources needed to develop and maintain both plans Ensuring the agency's SMS is effectively implemented throughout the system Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive
Chief Safety Officer	Traci Robinson	<p style="text-align: center;">49 CFR § 673.5 –</p> <p>Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.</p> <p>A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.</p>	<ul style="list-style-type: none"> Is adequately trained Responsibility for safety Reports directly to agency's Accountable Executive Authority and responsibility for day-to-day implementation and operation of agency's SMS
Safety Manager	Traci Robinson	Ensure coordinated development and implementation of the PTASP	<ul style="list-style-type: none"> Maintains a safe working environment Adheres to all safety policies and procedures Promotes safety awareness throughout the organization Ensures safety documentation is current and accessible to all employees Communicates changes in safety documents to all personnel Monitors effectiveness of corrective actions Provides periodic reports on safety performance Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters Ensures that safety management has a high priority throughout the organization
Transit Supervisor(s)	Justin Dreger, Justin Madero, Laura VanHooreweghe	Supervisors are responsible for communicating the transit agency's safety policies to all employees.	<ul style="list-style-type: none"> Maintains a safe working environment Adheres to all safety policies and procedures

			<ul style="list-style-type: none"> • Full knowledge of all standard and safety operating procedures • Ensures that drivers make safety a primary concern when on the job • Listens and acts upon any safety concerns raised • Immediately reports safety concerns to the CSO/SM • Provides leadership and direction to employees during security incidents • Handles minor non-threatening rule violations • Defuses minor arguments • Determines when to call for assistance • Responds to fare disputes and service complaints • Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance • Completes necessary security related reports • Takes photographs of damage and injuries • Coordinates with all outside agencies at incident scenes
Bus Operator(s)	Multiple	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	<ul style="list-style-type: none"> • Maintains a safe working environment • Adheres to all safety policies and procedures • Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel • Collects fares in accordance with agency policy • Familiar with Valley Transit Employee Manual and Procedures • Attempts to handle minor non-threatening rule violations • Responds verbally to complaints • Attempts to defuse minor arguments • Determines when to call for assistance • Maintains control of the vehicle • Reports all safety incidents to Supervisor on duty • Completes all necessary safety related reports
Maintenance	Multiple	Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	<ul style="list-style-type: none"> • Maintains a safe working environment • Adheres to all safety policies and procedures • Responsible for repair of vehicle components, including engine and transmission rebuilds • Conducts all levels of inspections • Assists in all aspects of repair and maintenance work • Makes bus assignments (if needed) • Maintains a safe working environment and adheres to all safety policies and procedures • Makes road calls • Tire changes and repairs • Brake relines • Driver reported defects • Supervises bus-washing activities • Fuels/cleans buses
Communication Technicians	Multiple	Dispatcher for operators, answers telephone calls from the public providing customer service, responds to radio calls from operators for repair calls, normal calls, and emergency transmissions	<ul style="list-style-type: none"> • Maintains a safe working environment • Adheres to all safety policies and procedures • Familiar with Valley Transit Employee Manual and Procedures

APPENDIX B

Valley Transit SAFETY ASSESSMENT AND SYSTEM REVIEW

Complete this form semi-annually to identify potential safety hazards. It is imperative that completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Traci Robinson	Date: 11/01/2023
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SECTION	REVIEW QUESTIONS	YES	NO	N/A
Safety Policies:	• Are all safety policies up to date and reviewed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is the Drug and Alcohol Policy current and up to date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Hire Employee Files:	• Was there a structured interview conducted and documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is the applicant asked the questions relating to previous experience with drug and alcohol testing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is the offer of employment documented in writing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a pre-employment drug screen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a pre-employment physical exam?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are safety sensitive responsibilities outlined in the job description?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgement form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a Current Policies and Procedures Acknowledgement Form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post Hire Employee Files:	• Is a current employee roster available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are the employee files maintained by the transit system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do existing employee files contain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Background check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Previous employer request form?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Verification of current driver's license and CDL?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Current MVR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ PARS Reports?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Current copy of physical exam certificate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Signed Substance Abuse Policy Acknowledgement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Drug and Alcohol Testing Record with COC and authorization forms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Record of annual supervisor ride checks and evaluations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Education and Training:	• Are operator certifications current and up to date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Have managers completed Safety Management Systems (SMS) training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	• Are employees familiar with OSHA topics, including:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	➤ Hazard Communication?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Emergency Action Planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Bloodborne Pathogens?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Lockout/Tagout?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Personal Protective Equipment (PPE)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Injury Prevention Planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Have all safety sensitive employees received Drug and Alcohol Training?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do new mechanics receive classroom training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do existing mechanics receive ongoing training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Meetings:				
	• Is there an active Safety Committee at the transit agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are safety meetings held on a regular basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are safety meetings and sign in sheets documented, with publically posted agendas and minutes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Do senior managers attend safety meetings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do vehicle operators attend safety meetings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do mechanics attend safety meetings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Incident and Accident Investigation Procedures:				
	• Are policies in place dictating which incidents are reported and which are not?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident report forms kept on board the vehicle?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are accident reports completed for all situations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident reports used as pre-accident training material?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident reports used as post-accident training material?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are complaint forms kept on all vehicles?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all operators provided with safety vests on their vehicles?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident photos taken?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance Abuse:				
	• Is there a current and updated Drug and Alcohol Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do all staff members understand the Drug and Alcohol Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is random testing being completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is reasonable suspicion testing being completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facility and Shop Inspections:				
	• Are monthly facility inspections conducted as scheduled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are facility inspection forms completed properly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are fire extinguishers up to date with annual servicing requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are fire extinguishers inspected on a monthly basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are routing inspections of the fire extinguishers documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are eye wash stations available with unobstructed access?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are eye wash stations inspected on a scheduled basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX C

**Valley Transit
FACILITY SAFETY and SECURITY ASSESSMENT**

Complete this form semi-annually to identify potential safety hazards. It is imperative that the completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Traci Robinson	Date: 11/01/2023

SECTION	REVIEW QUESTIONS	YES	NO	N/A
<i>Buildings and Facility Grounds:</i>	• Are facility grounds randomly and frequently patrolled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are daily security sweeps conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are smoke/fire/carbon monoxide detectors provided and working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are distribution and number of keys known and controlled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all keys labeled as "DO NOT DUPLICATE"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all unoccupied areas locked and secured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Lighting:</i>	• Is entire perimeter of facility properly illuminated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is lighting mounted at approximately second story level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are lights provided over all entrance doors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is lighting provided in staff parking areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Entrance Doors and Windows:</i>	• Are all doors:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Built of commercial grade with metal framing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Outside hinges hidden and protected from vandalism?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Provided with a commercial grade, one-sided lock?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Provided with push "panic" bar releases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ In case of breakage or opening are all windows and doors connected to a central station alarm?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Electronic Surveillance:</i>	• Is the entire perimeter of facility protected by a CCTV system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is this system monitored by management and/or a security company?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is this system always on or activated by motion sensors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Non-Employee Access:</i>	• Is access restricted to persons without proper credentials and clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are supply deliverers required to show proper I.D. and sign-in a log book?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all non-employees accompanied and/or observable at all times?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Surrounding Environment:	<ul style="list-style-type: none"> Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are all outdoor storage areas adequately lighted and secured? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Storage:	<ul style="list-style-type: none"> Are all hazardous and flammable materials properly identified? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are all materials properly labeled, stored, and secured? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forms and Written Plans:	<ul style="list-style-type: none"> Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Is a Chain of Command and emergency call list prominently displayed? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evacuation Plan/Procedures	<ul style="list-style-type: none"> Are there evacuation plans for this facility? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are staff members trained on this plan? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Training:	<ul style="list-style-type: none"> Is an orientation program in place for each new staff member? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Do all staff members receive safety and security training appropriate to their position and level of responsibility? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are periodic safety and security training and briefings completed with staff? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Administrative Procedures:	<ul style="list-style-type: none"> Is a record of emergency data on file for each staff? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Have incident reporting format and procedures been established and staff briefed on them? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Are background checks conducted and verified on all prospective new hires? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cash Handling and Transfer:	<ul style="list-style-type: none"> Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Is cash transported by at least two individuals with cash divided between them? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire and Electrical Safety:	<ul style="list-style-type: none"> Are fire extinguishers installed in all appropriate locations? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	• Are smoke and heat detectors installed, at least one on each floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is a first aid kit present and maintained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX D - SRM MATRIX and WORKBOOK

The tabs in this workbook relate to section 2.3 – Risk Mitigation, in Valley Transit's ASP template. The workbook contains the following:

SRM-SA Terms

Guide to terms used in SRM and SA processes.

Safety Risk Management (SRM) Risk Register

Sample risk register, used to associate identified hazards (and existing mitigations) that are being tracked to their associated risk level, as determined by your agency. Includes columns for planned implementation dates for proposed mitigations, department(s) responsible for mitigation implementation, and contact person(s).

Safety Assurance (SA) Tracker

Sample hazard tracker, used to track identified hazards and mitigations as determined by your agency. Includes columns for safety performance targets impacted, department(s) responsible for mitigation implementation, and the means by which a hazard/mitigation is being monitored.

Severity Matrix

Sample matrix for rating severity; includes criteria for each rating.

Likelihood Matrix

Sample matrix for rating likelihood/frequency; includes practical examples for each rating.

Risk Assessment Matrix

Sample combined severity/likelihood matrix, used by your agency to assess each identified hazard for its risk to your transit system.

With respect to prioritization of safety risk mitigations, the template and appendices do not provide a process or criteria for determining the level of safety risk associated with each hazard - that is for each transit agency to assess and develop. The included matrices can help formalize the process.

For additional guidance in this area, consider reviewing FTA's Sample Safety Risk Assessment Matrices for Bus Agencies:

<https://www.transit.dot.gov/regulations-and-guidance/safety/public-transportation-agency-safety-program/sample-safety-risk>

It provides a structured approach for addressing the requirements to "establish methods or processes to assess the safety risks associated with identified safety hazards" (§ 673.25(c)).

SAFETY RISK MANAGEMENT / SAFETY ASSURANCE - GUIDE TO TERMS

ELEMENT	DESCRIPTION	EXAMPLE
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.	The hazard in FTA's participant guide scenario is the out of calibration wheel balancer.
Type of Hazard	Classification used to help organize identified hazards to support an agency's data management and hazard prioritization activities. The three (3) main types of hazards include: Organizational (shortcomings in the organizational processes), Technical (the condition of the equipment, facilities, and infrastructure), and Environmental (the natural environment).	FTA's example hazard in the scenario is a technical hazard, as it pertains to an agency's equipment, rolling stock, infrastructure, and facilities.
Identification date	The date the hazard was identified through agency means. This information can be used for evaluating the effectiveness of safety risk management activities by providing a starting point to see how long the agency takes to analyze and mitigate the hazard.	
Identification source	How the hazard was identified. This information can provide insight into the effectiveness of the safety data sources available to the agency and can help identify items for improvement.	In FTA's scenario, the hazard was identified by a safety specialist upon reviewing the Safety Event Investigation Report.
Date of analysis	The date the hazard was analyzed. This information can be used for evaluating the efficiency of the analysis process and determine if certain hazards are more challenging to analyze than others.	
Worst credible potential consequence(s)	The effect of a hazard involving injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.	The worst credible potential consequence for the hazard in FTA's scenario is a collision resulting in death, permanent injury, or destruction of property, with damage (losses over \$1,000,000).
Existing mitigations (hard or soft)	The controls already existing within the agency to mitigate the potential consequence(s) of the hazard.	Pre-Trip Inspection: Bus operators are required to check tires for excessive wear as part of their pre-trip inspection. Routine Bus Maintenance and Inspections: Tires are inspected and replaced as part of the agency's regular maintenance and inspection program. Wheel Balancer Calibration: SOP governs the calibration of the wheel balancer.
Severity of consequences	Quantified effect of the potential consequence(s) of the hazard in the delivery of transit services and/or supporting activities, taking into account existing mitigations.	In FTA's scenario, the severity was identified by looking at historical data from the agency.
Likelihood of consequences	Quantified probability that the potential consequence(s) of the hazard materialize, taking into account existing mitigations. Calendar days, weeks, months, years, or decades are often used as time periods to support assessments of likelihood in safety risk assessment.	
Safety risk index	Tolerability of the potential consequence(s) of the hazard, taking into account existing mitigations. It is the primary parameter for deciding priorities in the allocation of resources.	Combining the likelihood and severity of the potential consequence results in a risk rating.
Further Mitigation action	Additional controls that the agency needs to incorporate to mitigate the potential consequence(s) of the hazard if the safety risk exceeds tolerability criteria.	
Revised safety risk index	Safety risk index that meets the tolerability criteria, following incorporation of additional controls to mitigate the potential consequence(s) of the hazard.	
Revised safety risk index date	The date the revised safety index was determined. This information can be used to evaluate the efficiency of the analysis process and determine if certain hazards are more challenging to analyze than others.	
Department responsible for mitigation	Agency department (or other subdivision) tasked with the implementation of the additional controls to mitigate the potential consequence(s) of the hazard.	
Estimated implementation date	The date the mitigation(s) are expected to be implemented. This information is used to track the completion of mitigations and identify any potential resources or other concerns.	
Contact person	Primary point of contact within the department responsible for mitigation with other departments involved in safety risk management.	
Consequence	Effect of the hazard in the delivery of transit services and/or supporting activities, carried over from safety risk management section.	
Safety performance indicator (SPI)	Parameter selected to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	

Safety performance indicator (SPI) value	Quantification of the parameter selected to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Safety performance target	Projected improvement over the SPI value resulting from the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Timeframe	Information for evaluating the effectiveness of safety performance monitoring and measurement activities.	
Monitoring means	Resources and activities to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Department responsible for monitoring mitigation effectiveness	Agency function primarily tasked with monitoring and measuring the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	

Safety Risk Assessment Matrix

Severity Categories

Description	Severity Category	Criteria
Catastrophic	1	Could result in one or more of the following: Death Multiple serious injuries requiring hospitalization Irreversible environmental impact Monetary loss equal to or exceeding \$1,000,000
Critical	2	Could result in one or more of the following: Serious injury requiring hospitalization Reversible significant environmental impact Monetary loss equal to or exceeding \$250,000 but less than \$1,000,000
Marginal	3	Could result in one or more of the following: Injury requiring medical treatment beyond first aid that may result in one (1) or more lost work day(s) Reversible moderate environmental impact Monetary loss equal to or exceeding \$10,000 but less than \$250,000
Negligible	4	Could result in one or more of the following: Injury requiring first aid Minimal environmental impact Monetary loss less than \$10,000

Safety Risk Assessment Matrix

Likelihood Levels			
Description	Level	Individual item	System or Vehicle Fleet
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced. Potential consequence may be experienced more than once in 40,000 vehicle revenue miles (VRM)
Probable	B	Will occur several times in the life of an item.	Will occur frequently. Potential consequence may be experienced once per 40,000 to 480,000 VRM.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times. Potential consequence may be experienced once per 480,000 to 4,800,000 VRM.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely but can reasonably be expected to occur. Potential consequence may be experienced once per 4,800,000 to 14,400,000 VRM
Improbable	E	So unlikely, it can be assumed occurrences may not be experienced in the life of an item.	Unlikely to occur, but possible. Potential consequence may be experienced less than once per 14,400,000 VRM.

Safety Risk Assessment Matrix

Risk Assessment Matrix				
Severity	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
Likelihood				
Frequent - A	HIGH - 1A	HIGH - 2A	HIGH - 3A	MEDIUM - 4A
Probable - B	HIGH - 1B	HIGH - 2B	MEDIUM - 3B	MEDIUM - 4B
Occasional - C	HIGH - 1C	MEDIUM - 2C	MEDIUM - 3C	LOW - 4C
Remote - D	MEDIUM - 1D	MEDIUM - 2D	LOW - 3D	LOW - 4D
Improbable - E	LOW - 1E	LOW - 2E	LOW - 3E	LOW - 4E

APPENDIX F

**Valley Transit
PRIORITIZED SAFETY RISK LOG**

This form is used to organize identified safety risks facing **Valley Transit**. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

Completed by: Traci Robinson	Last Updated: 11/01/2023
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Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1	Non-compliance with agency maintenance protocol	<ul style="list-style-type: none"> • Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance 	•	<ul style="list-style-type: none"> • Safety Assurance • Line Manger • Maintenance Manager 	<ul style="list-style-type: none"> • Begin January 2020 • Complete August 2020 	Open
2		•	•	•	•	
3		•	•	•	•	
4		•	•	•	•	
5		•	•	•	•	
6		•	•	•	•	
7		•	•	•	•	
8		•	•	•	•	
9		•	•	•	•	
10		•	•	•	•	

APPENDIX G

Valley Transit SAFETY PERFORMANCE MATRIX

This form allows Valley Transit to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

**Examples in this table should be adjusted depending on agency size and scale of operations. Not all examples will apply.
Similarly, metrics should be adjusted depending on preference and/or scale of operations.**

Completed by: Traci Robinson	Last Updated: 11/01/2023
-------------------------------------	---------------------------------

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES			
Valley Transit will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.			
OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Identify	Establish reasonable measure using past and present performance data and trends
	Rate of reportable fatalities per total vehicle revenue miles	Identify	Establish reasonable measure using past and present performance data and trends
Reduce the number of reportable injuries	Total number of reportable injuries	Identify	Establish reasonable measure using past and present performance data and trends
	Rate of reportable injuries per total vehicle revenue miles		Establish reasonable measure using past and present performance data and trends
Reduce the number of reportable safety events	Total number of reportable safety events	Identify	Establish reasonable measure using past and present performance data and trends
	Rate of reportable safety events per total vehicle revenue miles		Establish reasonable measure using past and present performance data and trends
Reduce mean distance between major mechanical failures	Average distance between major mechanical failures	Identify	Establish reasonable measure using past and present performance data and trends
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections, or assessments completed per specified period of time	Identify	Establish reasonable measure using past and present performance data and trends
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Identify	Establish reasonable measure using past and present performance data and trends
GOAL 2: CULTURE			
Valley Transit will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.			
OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Establish a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	<i>Number of years of transit safety experience</i>	Identify	Establish reasonable measure using past and present performance data and trends
Establish regular transit safety meetings comprised of staff at varying levels, including	<i>Number of meetings per specified period of time or number of meetings per incidents/occurrences</i>	Identify	Establish reasonable measure using past and present performance data and trends

executives, officers, managers, operators and maintenance personnel			
Develop and promote a Non-Punitive Reporting Policy	<i>Percent of staff receiving Non-Punitive Reporting Policy</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	<i>Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase employee safety training opportunities and attendance	<i>Number of employee safety training hours completed per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase safety material distributed amongst employees and the general public	<i>Number of manuals, brochures, posters or campaigns distributed per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends

GOAL 3: SYSTEMS/EQUIPMENT:

Valley Transit will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Reduce the number of vehicle/equipment/facility maintenance issues reported	<i>Number of vehicle/equipment/facility maintenance issues reported per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase scheduled preventative maintenance	<i>Number of preventative maintenance inspections completed per specified period of time or specified vehicle mileage</i>	Identify	Establish reasonable measure using past and present performance data and trends

APPENDIX H

Valley Transit SAFETY PERFORMANCE OUTLINE

This form allows **Valley Transit** to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

Examples in this outline should be adjusted depending on the Transit Agency size and scale of operations. Not all examples will apply. Similarly, metrics should be adjusted depending on preference and/or scale of operations.

Completed by: Traci Robinson

Last Updated: 11/01/2023

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES

Valley Transit will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

1. Objective/Outcome:
Reduce the number of transit related fatalities
 - a. *Metric: Number of fatalities per specified passenger miles traveled*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and trends*

2. Objective/Outcome:
Reduce the number of transit related injuries
 - a. *Metric: Number of injuries per specified passenger miles traveled*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and trends*

3. Objective/Outcome:
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards
 - a. *Metric: Number of safety audits, inspections, or assessments completed per specified period of time*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and needs*

4. Objective/Outcome
Develop a corrective action plan and mitigation strategies to address identified hazards
 - a. *Metric: Percent of corrective action strategies complete per specified period of time*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and needs*

GOAL 2: CULTURE

Valley Transit will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

1. Objective/Outcome:
Establish a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
 - a. *Metric: Number of years of transit safety experience*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish reasonable measure using past and present performance data and trends*

2. Objective/Outcome:
Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel
 - a. *Metric: Number of meetings per specified period of time or number of meetings per incidents/occurrences*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish reasonable measure using past and present performance data and trends*

3. Objective/Outcome:
Develop and promote a Non-Punitive Reporting Policy
 - a. *Metric: Percent of staff receiving Non-Punitive Reporting Policy*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish reasonable measure using past and present performance data and trends*

4. Objective/Outcome:
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported
 - a. *Metric: Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and trends*

5. Objective/Outcome:
Increase employee safety training opportunities and attendance
 - a. *Metric: Number of employee safety training hours completed per specified period of time*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and trends*

6. Objective/Outcome:
Increase safety material distributed amongst employees and the general public
 - a. *Metric: Number of manuals, newsletters, brochures, posters or campaigns distributed per specified period of time*
 - b. *Baseline: Identify a baseline*
 - c. *Target: Establish a reasonable measure using past and present performance data and trends*

GOAL 3: SYSTEMS/EQUIPMENT:

Valley Transit will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

1. Objective/Outcome:
Reduce the number of vehicle/equipment/facility maintenance issues reported

- a. *Metric: number of vehicle/equipment/facility maintenance issues reported per specified period of time*
- b. *Baseline: Identify a baseline*
- c. *Target: Establish a reasonable measure using past and present performance data and trends*

2. Objective/Outcome:

Increase scheduled preventative maintenance

- a. *Metric: Number of preventative maintenance inspections completed per specified period of time or specified vehicle mileage*
- b. *Baseline: Identify a baseline*
- c. *Target: Establish a reasonable measure using past and present performance data and trends*

VALLEY TRANSIT

PTASP Targets 2024

Annual Safety Performance Targets based on the safety performance measures established under the National Public Transportation Safety Plan.							
Mode of Service	Fatalities (Total)	Fatalities (per 100k VRM)	Injuries (Total)	Injuries (per 100k VRM)	Safety Events (Total)	Safety Events (per 100k VRM)	System Reliability (VRM / failures)
Fixed Route	0	0	5	0.2	7	0.28	9,240
ADA / Paratransit	0	0	1	0.1	1	0.1	68,456

Safety Risk Assessment Matrix		
Severity Categories		
Description	Severity Category	Criteria
Catastrophic	1	Could result in one or more of the following: Death Multiple serious injuries requiring hospitalization Irreversible environmental impact Monetary loss equal to or >\$1 Million
Critical	2	Could result in one or more of the following: Serious injury requiring hospitalization Reversible significant environmental impact Monetary loss equal to or >\$250,000 but <\$1 Million
Marginal	3	Could result in one or more of the following: Injury requiring medical treatment beyond first aid that may result in one (1) or more lost workday(s) Reversible moderate environmental impact Monetary loss equal to or >\$10,000 but <\$250,000
Negligible	4	Could result in one or more of the following: Injury requiring first aid Minimal environmental impact Monetary loss <\$10,000

Safety Risk Assessment Matrix			
Likelihood Levels			
Description	Level	Individual Item	System or Vehicle Fleet
Frequent	A	Likely to occur often in the life of an item	Continuously experienced. Potential consequence may be experienced more than once in 40,000
Probable	B		
Occasional	C		
Remote	D		
Improbable	E		

Safety Inspection

Date: _____ Walk through By: _____

CORRECTIVE ACTION RECOMMENDATIONS

<i>Safety Issue</i>	<i>OK</i>	<i>Needs Attention</i>	<i>NA</i>
<i><u>Housekeeping</u></i>			
1. Walking Surfaces	___	___	___
2. Stairs	___	___	___
3. Aisles, Doors, Windows	___	___	___
4. Material And Equipment Storage	___	___	___
5. Means of Egress Clear	___	___	___
<i><u>Fire Protection</u></i>			
1. Extinguishers (monthly/annual checks)	___	___	___
2. Sprinkler Riser (monthly/annual checks)	___	___	___
3. Flammable Material Storage (see specific section)	___	___	___
4. Emergency Evacuation Plan/Maps	___	___	___
5. Hot Work Permits When Needed	___	___	___
6. Electrical in Conduit and Insulation/Grounding Sound	___	___	___

Personal Protective Equipment

1. Hazard Assessment Done	_____	_____	_____
2. Necessary Equipment Used	_____	_____	_____
-Gloves	_____	_____	_____
-Eyewear	_____	_____	_____
-Footwear	_____	_____	_____
-Respiratory Protection	_____	_____	_____
-Hearing Protection	_____	_____	_____
-Work Clothing	_____	_____	_____

Power Hand Tools

1. Electrical Ground/Insulation	_____	_____	_____
2. Guards in Place	_____	_____	_____
3. "Deadman" Switches Functional	_____	_____	_____
4. Fittings/Connections Sound	_____	_____	_____
5. Ground Assurance Program	_____	_____	_____
6. Proper Storage and Use	_____	_____	_____
7. Interlocks Functional	_____	_____	_____

Machinery

1. Transmission Guarding	_____	_____	_____
2. Tool Rest/Tongue Guards	_____	_____	_____
3. Electrical in Conduit and Insulation/Grounding Sound	_____	_____	_____
4. Point Of Operation Guards	_____	_____	_____
5. Proper Emergency Stops	_____	_____	_____
6. Hot Surfaces Guarding	_____	_____	_____
7. Hydraulic Hoses/Connections	_____	_____	_____
8. Lock-out Capable At Machine/Labeled	_____	_____	_____
9. Splash/Chip Guards	_____	_____	_____
10. Bit/Die/Tooling Condition	_____	_____	_____
11. Adequate Employee Training	_____	_____	_____
12. Safety Interlocks/Limit Switches	_____	_____	_____
13. Magnetic Start Switches	_____	_____	_____
14. Secure Mounting/Foundation	_____	_____	_____
15. Safeguarding Systems (e.g., two hand controls)	_____	_____	_____
11. Brakes/Clutches	_____	_____	_____
12. Preventive Maintenance	_____	_____	_____

Electrical

1. Wiring Condition	_____	_____	_____
2. Insulation/Grounding Sound	_____	_____	_____
3. Ground Assurance Followed	_____	_____	_____
4. Electrical in Conduit/Covers in Place	_____	_____	_____
5. Panels/ Breakers Labeled	_____	_____	_____
6. Panel Clearance	_____	_____	_____
7. Lock-out Capability	_____	_____	_____
8. No Overuse of Circuits	_____	_____	_____

Chemical Handling

1. MSDS's Available	_____	_____	_____
2. Labels on Piping, Primary and Secondary Containers	_____	_____	_____
3. Proper Protective Equipment Use	_____	_____	_____
4. Users Trained	_____	_____	_____
5. Proper Ventilation	_____	_____	_____
6. Proper Storage and Housekeeping	_____	_____	_____
7. Labels on Cabinets	_____	_____	_____
8. Flammables			
-Grounding/Bonding	_____	_____	_____
-No Smoking Signs	_____	_____	_____
-Proper Storage (e.g., Cabinets)	_____	_____	_____
-Safety Cans For Waste Materials	_____	_____	_____

Life Safety

1. Emergency Lighting/Back-up Power	_____	_____	_____
2. Exits Identified/Lighted Signs	_____	_____	_____
3. Emergency Evacuation Maps and Training	_____	_____	_____
4. Means of Egress Clear/Adequate Numbers	_____	_____	_____
5. Alarms Functional	_____	_____	_____
6. First Aid/CPR Trained People Available	_____	_____	_____
7. Emergency Action Plan in Place	_____	_____	_____

Ladders/Fall Protection

1. Ladders			
-Design/Condition	_____	_____	_____
-Use/Training	_____	_____	_____
2. Guardrails/ Midrails/ Toeboards on Work Platforms	_____	_____	_____
3. Fall Arrest/Restraint in Use Over 6'	_____	_____	_____
4. "Man-lift"			
-Waist Belts in Use	_____	_____	_____
-Use/Training	_____	_____	_____

Ergonomics

1. Proper Workstation Design	_____	_____	_____
2. Excessive Weights/Lifting	_____	_____	_____
3. Excessive Reaches	_____	_____	_____
4. Excessive Repetition	_____	_____	_____
5. Excessive Twisting	_____	_____	_____
6. Material Handling Equipment Used (Scissor Lifts, Conveyors, Adjustable Height Work Surfaces)	_____	_____	_____

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2023

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2023 Amended Budget	2023 % of Total Budget
REVENUES						
Bus Fare Revenue	71,395	45,089	575,231	521,516	858,843	66.98%
Paratransit Fare Revenue	37,567	30,908	355,878	331,629	704,430	50.52%
Total Fare Revenue	108,962	75,997	931,109	853,145	1,563,273	59.56%
Other Charges for Service	4,873	7,394	65,058	83,700	65,000	100.09%
Other Revenues	345	2,235	12,612	32,893	14,000	90.09%
TOTAL REVENUES	114,180	85,626	1,008,779	969,738	1,642,273	61.43%
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	219,023	216,436	2,316,651	2,256,706	3,419,523	67.75%
Overtime	36,728	17,078	299,619	279,662	76,131	393.56%
Incentive Pay	-	-	-	-	1,335	0.00%
Other Compensation	-	-	1,954	1,925	-	-
Fringes	91,461	86,483	919,786	871,157	1,395,237	65.92%
Unemployment Compensation	-	-	-	3,301	-	-
Salaries & Fringe Benefits	347,212	319,997	3,538,010	3,412,751	4,892,226	72.32%
Training & Conferences	924	387	15,725	11,302	27,200	57.81%
Employee Recruitment	1,384	270	9,181	11,818	5,480	167.54%
Office Supplies & Parking permits	1,585	1,308	7,380	3,849	5,400	136.67%
Subscriptions	178	175	1,282	788	1,020	125.69%
Memberships & Licenses	-	31	13,244	14,525	18,320	72.29%
Postage & Freight	5	20	2,979	1,187	3,700	80.51%
Awards & Recognition	34	-	225	759	930	24.19%
Food & Provisions	1,265	356	2,098	1,574	1,240	169.19%
Insurance	11,439	10,031	293,079	243,311	222,790	118.99%
Insurance dividend & return of surplus	-	-	(27,981)	(34,713)	-	-
Depreciation Expense	107,647	102,544	1,076,465	1,025,445	1,291,758	83.33%
Administrative Expenses	124,461	115,122	1,393,677	1,279,845	1,577,838	88.33%
Landscape Supplies	-	-	853	928	1,500	56.87%
Shop Supplies & Tools (& misc)	632	3,483	26,856	35,709	211,919	12.67%
Printing & Reproduction	4,392	3,182	22,919	20,260	27,910	82.12%
Uniforms	117	-	2,900	2,191	9,290	31.22%
Gas Purchases	45,572	33,917	406,493	463,446	1,050,500	38.70%
Safety Supplies	87	53	745	2,715	500	149.00%
Vehicle & Equipment Parts	46,048	8,529	304,743	238,456	202,559	150.45%
Miscellaneous Equipment	-	7,767	10,056	14,673	25,100	40.06%
Signs	3,585	-	8,895	6,220	12,000	74.13%
Supplies & Materials	100,433	56,931	784,460	784,598	1,541,278	50.90%
Accounting/Audit	-	-	-	-	10,000	0.00%
Bank Services	244	241	3,379	2,919	6,680	50.58%
Consulting Services	-	729	-	20,835	-	0.00%
Solid Waste/Recycling	360	304	3,412	3,045	5,430	62.84%
Contractor Fees	186,674	154,017	1,817,951	1,728,338	3,471,877	52.36%
Advertising	8,197	6,812	64,905	26,570	50,309	129.01%
Health Services	2,273	1,339	10,936	9,692	9,200	118.87%
Snow Removal Services	-	-	50,543	10,701	39,000	129.60%
Laundry Services	1,354	515	7,661	7,889	15,340	49.94%
Other Contracts/Obligations	12,888	37,386	38,342	77,625	100,790	38.04%
Purchased Services	211,990	201,343	1,997,129	1,887,614	3,708,626	53.85%
Electric	6,338	3,995	40,295	39,479	55,620	72.45%

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2023

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2023 Amended Budget	2023 % of Total Budget
Gas	96	135	17,228	18,166	23,000	74.90%
Water	-	-	6,176	5,661	7,850	78.68%
Waste Disposal/Collection	-	-	3,308	2,808	4,160	79.52%
Stormwater	-	-	7,908	7,901	10,000	79.08%
Telephone	4,088	2,489	19,128	12,616	17,700	108.07%
Utilities	10,522	6,619	94,043	86,631	118,330	79.48%
Building/Grounds Repair & Maintenance	425	51	3,141	2,334	-	0.00%
Vehicle Repair & Maintenance	-	860	20,518	13,428	10,050	204.16%
Equipment Repair & Maintenance	957	-	8,608	6,020	9,650	89.20%
FMD Charges & Material	-	7,270	92,274	89,964	142,503	64.75%
Software Support	11,064	1,399	126,062	115,268	120,097	104.97%
Repairs & Maintenance	12,446	9,580	250,603	227,014	282,300	88.77%
Total Operating Expenses	807,064	709,592	8,057,922	7,678,453	12,120,598	66.48%
OPERATING INCOME (LOSS)	(692,884)	(623,966)	(7,049,143)	(6,708,715)	(10,478,325)	
NON-OPERATING REVENUES						
Federal Support	1,373,997	-	3,367,958	1,606,318	3,560,391	94.60%
State Support	-	-	2,770,400	5,400,258	3,082,885	89.86%
Appleton Support	324,680	275,230	2,183,304	1,669,016	724,810	301.22%
Other Local Support	123,111	551,442	2,389,951	2,574,717	1,899,499	125.82%
Investment Income	-	14	85,036	27,366	12,500	680.29%
Donations	4,167	4,167	51,823	41,873	63,386	81.76%
TOTAL NON-OPERATING REVENUE	1,825,955	830,853	10,848,472	11,319,548	9,343,471	116.11%
Buildings	279,170	57,976	680,123	142,850	8,615,174	7.89%
Machinery & Equipment	106,973	-	474,535	43,215	-	0.00%
Furniture & Fixtures	-	-	-	-	25,000	0.00%
Vehicles	-	-	-	2,471,395	100,000	0.00%
Capital Expenditures	386,143	57,976	1,154,658	2,657,460	8,740,174	13.21%
NET INCOME (LOSS)	746,928	148,911	2,644,671	1,953,373	(9,875,028)	

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2023

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2023 Amended Budget	2023 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	96,569	84,645	908,154	894,749	2,052,750	44.24%
VTII - Elderly	4,534	2,303	39,095	24,686	62,480	62.57%
PT - Optional (Sunday)	411	571	3,299	5,284	17,850	18.48%
Outagamie County Demand Response Rural	33,808	28,103	300,729	280,104	289,125	104.01%
Outagamie County Human Services Transportation	-	-	119	2,907	11,900	1.00%
Neenah Dial - A - Ride	4,427	4,944	46,606	41,840	192,423	24.22%
Calumet County Van Service	2,497	-	24,001	8,093	28,800	83.34%
Connector - Extended Service Hours	29,098	21,836	237,544	243,466	412,000	57.66%
Connector - Extended Service Area	4,738	4,120	50,496	53,045	141,625	35.65%
Downtown Trolley	-	-	47,238	10,369	32,554	145.11%
Total Purchased Transportation	176,082	146,522	1,657,281	1,564,543	3,241,507	51.13%

Total Passengers

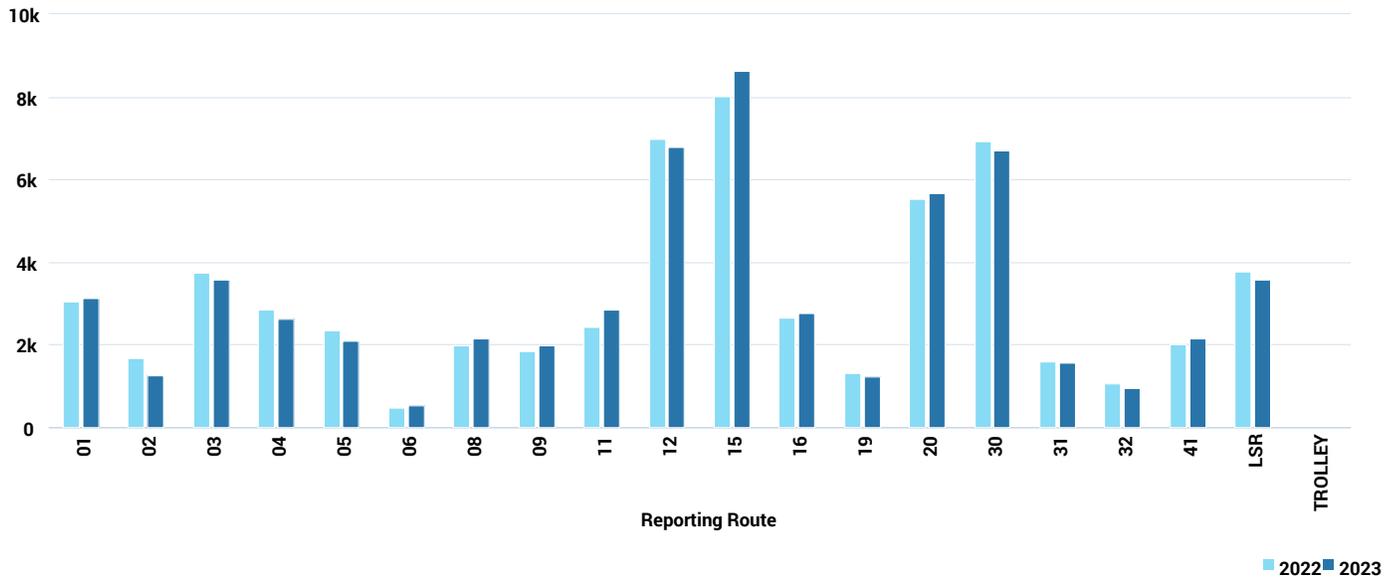
60,211

↘ 0% change
60,290 prev. year

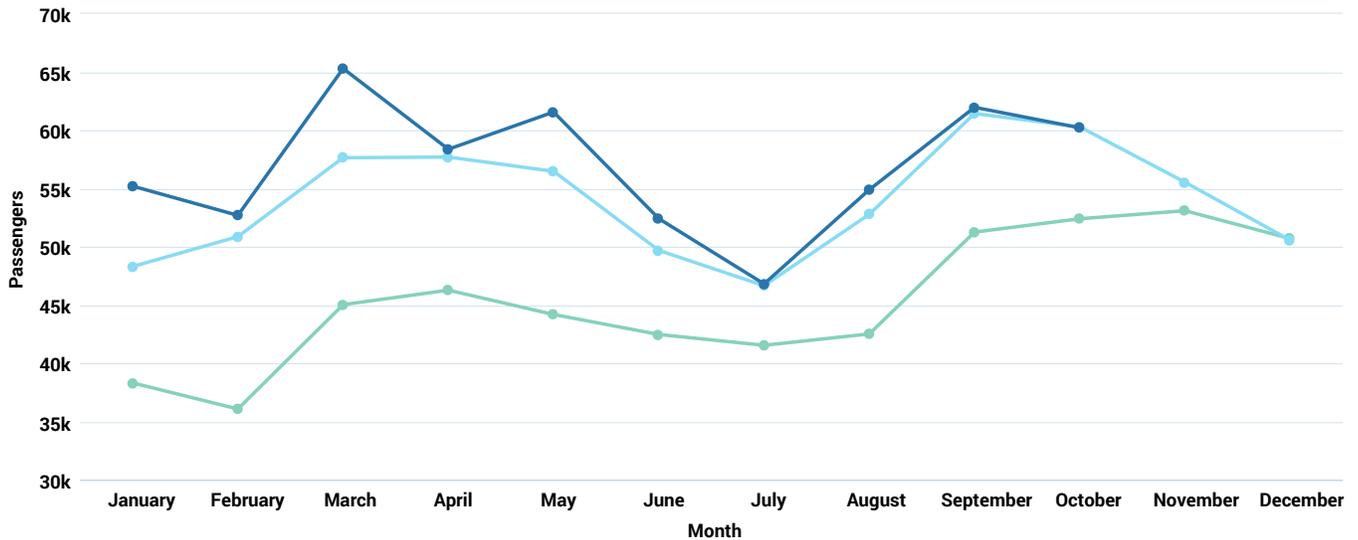
Monthly Fare Group Trend

Fare Group Desc	Prior Year	Current ▼	% Change
Passes & Tickets	25,763	25,949	0.7%
AASD	10,985	10,548	-4.0%
Cash	9,231	8,874	-3.9%
Transfers	8,133	7,870	-3.2%
FVTC	4,185	4,537	8.4%
Lawrence University	766	1,302	70.0%
Free	1,227	1,131	-7.8%

Ridership by Route



Monthly Ridership Trend by Year



Total Passengers

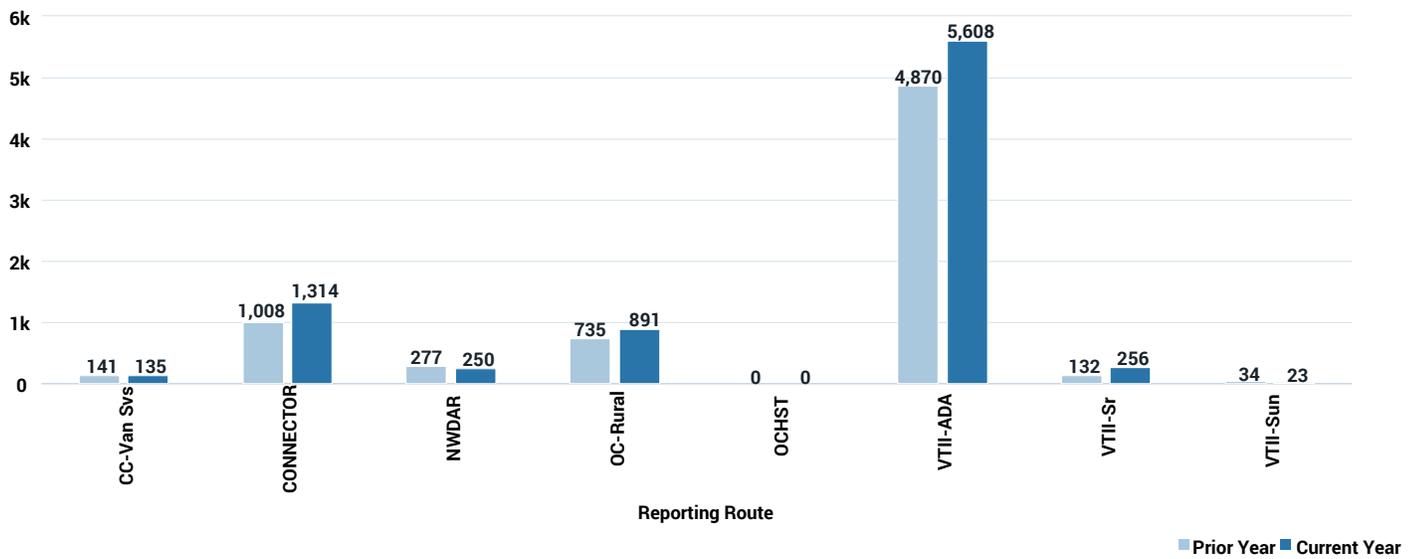
8,477

↑ 18% change
7,197 prev. year

Change in Rides by Program

Reporting Route	Prior Year	Current Year ▼	% Change
VTII-ADA	4,870	5,608	15.15%
CONNECTOR	1,008	1,314	30.36%
OC-Rural	735	891	21.22%
VTII-Sr	132	256	93.94%
NWDAR	277	250	-9.75%
CC-Van Svs	141	135	-4.26%
VTII-Sun	34	23	-32.35%
OCHST	0	0	-

Monthly Ridership by Program



Ridership Trend by Year

