



# City of Appleton

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

## Meeting Agenda - Final-revised Fox Cities Transit Commission

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Tuesday, December 10, 2019

3:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[19-1847](#) Approval of minutes from previous meeting

**Attachments:** [MeetingMinutes November 12 2019.pdf](#)

4. **Public Hearings/Apearances**

[19-1848](#) Public Participation on Agenda Items

5. **Action Items**

[19-1849](#) Approval of Payments

**Attachments:** [October 2019 payments.pdf](#)

[19-1850](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2020 Contingent on Outagamie County Approval

**Attachments:** [OUTAGAMIE CONTRACT - 2020.pdf](#)

[19-1851](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2020 Contingent on Winnebago County Approval

**Attachments:** [WINNEBAGO CONTRACT - 2020.pdf](#)

[19-1852](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2020 Contingent on Calumet County Approval

**Attachments:** [CALUMET CONTRACT - 2020.pdf](#)

[19-1853](#) Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial A Ride Service for 2020 Contingent on City of Neenah and the Village of Fox Crossing Approval

**Attachments:** [NW Dial-A-Ride - 2020.pdf](#)

[19-1854](#) Approve the Memorandum of Understanding Between The City of Appleton, Valley Transit and Community Care Inc. for Specialized Transportation Services for 2020

**Attachments:** [2020 MOU Community Care and Valley Transit.pdf](#)

## 6. Information Items

[19-1855](#) Financial Report

**Attachments:** [2019 October Monthly Income Statement.pdf](#)

[2019 October Monthly Income Statement \(PT\).pdf](#)

[19-1856](#) Ridership and Revenue

**Attachments:** [2019 October Ridership.pdf](#)

[19-1857](#) 2019 Triennial Review Report

**Attachments:** [WI Appleton TR19 Final Report.pdf](#)

[19-1904](#) Paratransit Scheduling Software Update

[19-1858](#) Request for Future Agenda Items

## 7. Next Meeting Date & Time - January 28, 2020, 3:00 PM

## 8. 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  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes - Final Fox Cities Transit Commission

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Tuesday, November 12, 2019

3:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

**Present:** 11 - Kasimor, Detienne, Chairperson Buckingham, Nau, Vice Chair Dearborn, Wurdinger, Brown, Wilson, Dexter, VandeHey and Firkus

**Excused:** 2 - Stephenson and Schultz

3. Approval of minutes from previous meeting

[19-1713](#)

Approval of minutes from previous meeting

**Attachments:** [MeetingMinutes08-Oct-2019.pdf](#)

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

4. Public Hearings/Appearances

[19-1463](#)

Public Participation on Agenda Items

*There was no public participation on the agenda items.*

5. Action Items

[19-1714](#)

Authorization to Issue a Purchase Order for 5 - 40 ft. New Flyer Buses

**Attachments:** [Memo for Authorization to Issue a PO for New Flyer Buses 11.01.2019.pdf](#)  
[NFI Quote for five \(5\) Heavy Duty Low-Floor Diesel Transit Buses.pdf](#)

Vice Chair Dearborn moved, seconded by Commissioner Nau, that the Report Action Item be recommended for approval. Voice Vote. Motion Carried.

[19-1715](#) Approval of Addendum to Northern Winnebago Dial A Ride Contract VT-16-009

**Attachments:** [FCTC 2019 NWDAR memo.pdf](#)  
[NWDAR Addendum to Contract VT-16-009.pdf](#)

Commissioner Detienne moved, seconded by Commissioner Dexter, that the Report Action Item be recommended for approval. Voice Vote. Motion Carried.

## 6. Information Items

[19-1722](#) Approval of Payments

**Attachments:** [September 2019 payments.pdf](#)

*This action item was moved to information items.*

Commissioner Detienne moved, seconded by Commissioner VandeHey, that the Report Action Item be approved. Voice Vote. Motion Carried.

[19-1716](#) Financial Report

**Attachments:** [2019 September Monthly Income Statement.pdf](#)  
[2019 September Monthly Income Statement \(PT\).pdf](#)

**This Presentation was presented**

[19-1717](#) Ridership and Revenue

**Attachments:** [2019 September Ridership.pdf](#)

**This Presentation was presented**

[19-1718](#) Third Quarter KPI

**Attachments:** [2019 Q3.pdf](#)

**This Presentation was presented**

[19-1719](#) Scheduling & Dispatch System Implementation Update

**This Presentation was discussed**

[19-1720](#) Staff Updates

**This Presentation was discussed**

[19-1721](#) Request for Future Agenda Items

**This Presentation was discussed**

7. **Next Meeting Date & Time**  
**- December 10, 2019, 3:00 PM**
  
8. Adjournment

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

12/03/2019 13:15  
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City of Appleton  
INVOICE LIST BY GL ACCOUNT



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YEAR/PERIOD: 2019/10 TO 2019/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
58071000							VT 5307 Admin
58071000	620100						Training/Conferences
	999990	AMERICAN AIR00123832	22535	0	2019 10 INV P	333.99 pcard	ADA training
					ACCOUNT TOTAL	333.99	
58071000	620500						Employee Recruitment
	000432	ERGOMETRICS & APPLIE	19924	0	2019 10 INV P	150.00 100919	540127 testing, evaluation
	999990	CAREERBUILDER	21115	0	2019 10 INV P	143.44 pcard	September Recruitme
					ACCOUNT TOTAL	293.44	
58071000	630100						Office Supplies
	999990	GFS STORE #2029	21084	0	2019 10 INV P	27.07 pcard	Office supplies
	999990	QUILL CORPORATION	21094	0	2019 10 INV P	26.99 pcard	Office supplies
	999990	QUILL CORPORATION	21095	0	2019 10 INV P	167.92 pcard	Office supplies
	999990	FRANKLINCOVEYPRODUCT	21140	0	2019 10 INV P	44.55 pcard	Office supplies
	999990	QUILL CORPORATION	23063	0	2019 10 INV P	198.46 pcard	Office supplies
	999990	QUILL CORPORATION	23064	0	2019 10 INV P	14.03 pcard	Office supplies
						479.02	
					ACCOUNT TOTAL	479.02	
58071000	630200						Subscriptions
	000999	NORTHERN MUSICAST, I	21081	0	2019 10 INV P	135.00 pcard	Transit Center
					ACCOUNT TOTAL	135.00	
58071000	630700						Food & Provisions
	999990	SAMS CLUB #6321	21075	0	2019 10 INV P	269.48 pcard	Octoberfest
	999990	JIMMY JOHNS # 446	21090	0	2019 10 INV P	140.98 pcard	Octoberfest
	999990	JIMMY JOHNS # 446	21091	0	2019 10 INV P	140.98 pcard	Octoberfest
	999990	JIMMY JOHNS # 446	21092	0	2019 10 INV P	72.15 pcard	Octoberfest
						623.59	
					ACCOUNT TOTAL	623.59	
58071000	631603						Other Misc. Supplies
	000763	KWIK TRIP, INC	21072	0	2019 10 INV P	7.96 pcard	Octoberfest
	001198	SAM'S CLUB	22550	0	2019 10 INV P	175.08 pcard	Customer appreciati
					ACCOUNT TOTAL	183.04	
58071000	632001						City Copy Charges
	001164	RICOH USA, INC.	19900	0	2019 10 INV P	421.61 100919	540172
					ACCOUNT TOTAL	421.61	

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YEAR/PERIOD: 2019/10 TO 2019/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
58071000 632002			Outside Printing						
001121 QUICK PRINT CENTER,	23062	0	2019 10	INV	P	33.75	pcard	Cash Fare stickers	
			ACCOUNT TOTAL			33.75			
58071000 640800			Contractor Fees						
001771 RED SHOES PR, INC.	21320	190766	2019 10	INV	P	172.50	103019	540450 Website Redesign	
001771 RED SHOES PR, INC.	21321	190765	2019 10	INV	P	3,441.25	103019	540450 Image Refresh	
001771 RED SHOES PR, INC.	21322	190767	2019 10	INV	P	4,726.25	103019	540450 Marketing Services	
			ACCOUNT TOTAL			8,340.00			
58071000 641301			Electric						
001575 WE ENERGIES	515	0	2019 10	INV	P	3,692.88	102319	540387 ELEC 7216-827-232 T	
			ACCOUNT TOTAL			3,692.88			
58071000 641302			Gas						
001575 WE ENERGIES	515	0	2019 10	INV	P	87.71	102319	540387 GAS 7216-827-232 Tr	
			ACCOUNT TOTAL			87.71			
58071000 641307			Telephone						
000132 AT&T	20806	0	2019 10	INV	P	409.75	101619	540198 920-730-0780 935 6	
			ACCOUNT TOTAL			409.75			
58071000 641308			Cellular Phones						
000250 CELLCOM APPLETON PCS	21093	0	2019 10	INV	P	251.91	pcard	September service	
			ACCOUNT TOTAL			251.91			
			ORG 58071000 TOTAL			15,285.69			
58072000			VT 5307 Vehicle Maintenance						
58072000 630901			Shop Supplies						
000035 AIRGAS USA, LLC	23059	0	2019 10	INV	P	47.35	pcard	Shop supplies	
000615 HARTLAND LUBRICANTS	21077	0	2019 10	INV	P	1,160.70	pcard	Shop supplies	
001333 TARTAN SUPPLY CO., I	22703	0	2019 10	INV	P	894.28	pcard	Oct. custodial supp	
001655 AUTOMOTIVE SUPPLY CO	21034	0	2019 10	INV	P	66.60	pcard	Supplies	
001655 AUTOMOTIVE SUPPLY CO	21035	0	2019 10	INV	P	10.00	pcard	Supplies	
001655 AUTOMOTIVE SUPPLY CO	21037	0	2019 10	INV	P	17.94	pcard	Supplies	
001655 AUTOMOTIVE SUPPLY CO	21109	0	2019 10	INV	P	191.01	pcard	Supplies	
001655 AUTOMOTIVE SUPPLY CO	21111	0	2019 10	INV	P	2.77	pcard	Supplies	
001655 AUTOMOTIVE SUPPLY CO	22558	0	2019 10	INV	P	80.24	pcard	Parts & Supply	
001655 AUTOMOTIVE SUPPLY CO	22559	0	2019 10	INV	P	17.40	pcard	Supply	
001655 AUTOMOTIVE SUPPLY CO	23046	0	2019 10	INV	P	3.52	pcard	Equipment & supply	

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YEAR/PERIOD:	2019/10 TO 2019/10								
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
									389.48
								ACCOUNT TOTAL	2,491.81
58072000 630902								Tools & Instruments	
001655 AUTOMOTIVE SUPPLY CO	21110	0	2019 10	INV	P			11.56 pcard	Tools
001655 AUTOMOTIVE SUPPLY CO	21112	0	2019 10	INV	P			526.13 pcard	Tools
001655 AUTOMOTIVE SUPPLY CO	23045	0	2019 10	INV	P			205.32 pcard	Tool
									743.01
999990 KYLE ROACH MATCO	23043	0	2019 10	INV	P			-164.80 pcard	Credit for tax char
999990 KYLE ROACH MATCO	23044	0	2019 10	INV	P			156.95 pcard	Charge without tax
									-7.85
								ACCOUNT TOTAL	735.16
58072000 632200								Gas Purchases	
000763 KWIK TRIP, INC	20811	0	2019 10	INV	P	250.21	101619	540247 fuel	
								ACCOUNT TOTAL	250.21
58072000 632601								Repair Parts	
000089 NEW FLYER OF AMERICA	21085	0	2019 10	INV	P	317.92		pcard	Parts
000089 NEW FLYER OF AMERICA	21086	0	2019 10	INV	P	828.45		pcard	Parts
000089 NEW FLYER OF AMERICA	21087	0	2019 10	INV	P	1,438.24		pcard	Parts
000089 NEW FLYER OF AMERICA	21088	0	2019 10	INV	P	833.82		pcard	Parts
000089 NEW FLYER OF AMERICA	21089	0	2019 10	INV	P	626.42		pcard	Parts
000089 NEW FLYER OF AMERICA	22707	0	2019 10	INV	P	1,717.80		pcard	Parts
000089 NEW FLYER OF AMERICA	22708	0	2019 10	INV	P	175.94		pcard	Part
000089 NEW FLYER OF AMERICA	22709	0	2019 10	INV	P	155.12		pcard	Part
000089 NEW FLYER OF AMERICA	23060	0	2019 10	INV	P	205.81		pcard	Parts
000089 NEW FLYER OF AMERICA	23061	0	2019 10	INV	P	8,347.85		pcard	Parts
									14,647.37
000759 KUNDINGER FLUID POWE	21076	0	2019 10	INV	P	245.40		pcard	Parts
000765 L & S TRUCK CENTER O	21074	0	2019 10	INV	P	33.96		pcard	Parts
001079 PNEUMATIC & HYDRAULI	19829	0	2019 10	INV	P	416.00	100219	540078 parts	
001595 JX TRUCK CENTER	21113	0	2019 10	INV	P	222.30		pcard	Parts
001595 JX TRUCK CENTER	23047	0	2019 10	INV	P	1,212.16		pcard	Part
									1,434.46
001607 GRAINGER, INC.	21073	0	2019 10	INV	P	28.05		pcard	Part
001607 GRAINGER, INC.	21141	0	2019 10	INV	P	23.71		pcard	Part
001607 GRAINGER, INC.	21142	0	2019 10	INV	P	-28.05		pcard	Part





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YEAR/PERIOD: 2019/10 TO 2019/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
				ACCOUNT TOTAL		603.48	
				ORG 58073000 TOTAL		943.73	
				VT 5307 Operations			
58074000				Unemployment Compensation			
58074000 615500				2019 10 INV P			
001643	WISCONSIN DEPARTMENT	20801	0			811.45 101619	540298 reimb unemployment
				ACCOUNT TOTAL		811.45	
58074000 632101				Uniforms			
001396	UNIFIRST CORPORATION	23058	0	2019 10 INV P		384.94 pcard	Uniforms & Laundry
				ACCOUNT TOTAL		384.94	
58074000 632200				Gas Purchases			
000763	KWIK TRIP, INC	20811	0	2019 10 INV P		100.96 101619	540247 fuel
000796	LEVENHAGEN OIL CORPO	19873	190795	2019 10 INV P		15,707.97 100219	540056 #2 Ultra Low Sulfur
				ACCOUNT TOTAL		15,808.93	
58074000 632602				Tires			
001926	GOODYEAR TIRE AND RU	19867	190149	2019 10 INV P		2,488.37 100219	540044 Bus tire lease
001996	MATTHEWS TIRE, INC.	21082	0	2019 10 INV P		33.67 pcard	Repairs
				ACCOUNT TOTAL		2,522.04	
58074000 640800				Contractor Fees			
002229	STAR PROTECTION AND	19876	190391	2019 10 INV P		760.00 100219	540085 Security Services
002229	STAR PROTECTION AND	19877	190391	2019 10 INV P		760.00 100219	540085 Security Services
002229	STAR PROTECTION AND	21333	190391	2019 10 INV P		760.00 103019	540456 Security Services
002229	STAR PROTECTION AND	21334	190391	2019 10 INV P		1,016.50 103019	540456 Security Services
002229	STAR PROTECTION AND	21335	190391	2019 10 INV P		760.00 103019	540456 Security Services
						4,056.50	
				ACCOUNT TOTAL		4,056.50	
58074000 643000				Health Services			
001588	THEDACARE, INC.	21078	0	2019 10 INV P		91.79 pcard	DOT Physical
001588	THEDACARE, INC.	21079	0	2019 10 INV P		254.95 pcard	DOT Physical
001588	THEDACARE, INC.	21080	0	2019 10 INV P		495.00 pcard	DOT Physical
						841.74	
				ACCOUNT TOTAL		841.74	
				ORG 58074000 TOTAL		24,425.60	

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City of Appleton  
INVOICE LIST BY GL ACCOUNT



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YEAR/PERIOD: 2019/10 TO 2019/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
58075000			VT 5307	ADA	Paratransit		
58075000	632002				Outside Printing		
	001121	QUICK PRINT CENTER,	21151	0	2019 10 INV P	361.50 pcard	VT II Brochures
					ACCOUNT TOTAL	361.50	
58075000	640800				Contractor Fees		
	001186	RUNNING, INC.	20768	0	2019 10 INV P	148,942.15 101619	540274 VTII elderly and su
					ACCOUNT TOTAL	148,942.15	
					ORG 58075000 TOTAL	149,303.65	
58076000			VT 5307	Ancillary	Paratransit		
58076000	640800				Contractor Fees		
	000774	LAMERS BUS LINES, IN	21217	0	2019 10 INV P	2,000.43 102319	540340 sep 2019 trolley se
					ACCOUNT TOTAL	2,000.43	
58076000	640800 1806				Contractor Fees		
	001186	RUNNING, INC.	20768	0	2019 10 INV P	2,534.55 101619	540274 VTII elderly and su
					ACCOUNT TOTAL	2,534.55	
58076000	640800 1807				Contractor Fees		
	001186	RUNNING, INC.	20768	0	2019 10 INV P	349.35 101619	540274 VTII elderly and su
					ACCOUNT TOTAL	349.35	
58076000	640800 1808				Contractor Fees		
	000750	KOBUSSEN BUSES, LTD	20766	0	2019 10 INV P	40,285.35 101619	540244 specialized transpo
					ACCOUNT TOTAL	40,285.35	
58076000	640800 1809				Contractor Fees OC Demand Resp		
	000750	KOBUSSEN BUSES, LTD	20765	0	2019 10 INV P	17,266.05 101619	540244 rural service
					ACCOUNT TOTAL	17,266.05	
58076000	640800 1810				Contractor Fees - OC TANF		
	001186	RUNNING, INC.	20770	0	2019 10 INV P	1,224.00 101619	540274 ochst services
					ACCOUNT TOTAL	1,224.00	
58076000	640800 1813				Contractor Fees-Neenah DAR		
	000528	FOX VALLEY CAB	20762	0	2019 10 INV P	7,213.50 101619	540226 nwdar neenah
	000528	FOX VALLEY CAB	20763	0	2019 10 INV P	462.00 101619	540226 nwdar heritage
	000528	FOX VALLEY CAB	20764	0	2019 10 INV P	1,029.00 101619	540226 nwdar fox crossing
						8,704.50	

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INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/10 TO 2019/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
				ACCOUNT TOTAL		8,704.50	
58076000 640800 1818	001621 CALUMET COUNTY	20760	0	Contractor Fees-CC Rural			
				2019 10 INV P		920.63 101619	540209 van service
				ACCOUNT TOTAL		920.63	
58076000 640800 1819	001186 RUNNING, INC.	20769	0	Contractor Fees-Connectr Hours			
				2019 10 INV P		21,892.25 101619	540274 connector
				ACCOUNT TOTAL		21,892.25	
58076000 640800 1820	001186 RUNNING, INC.	20769	0	Contractor Fees-Connector Area			
				2019 10 INV P		9,342.00 101619	540274 connector
				ACCOUNT TOTAL		9,342.00	
58076000 640800 1821	000774 LAMERS BUS LINES, IN 19844		0	Contractor Fees-Trolley			
	000774 LAMERS BUS LINES, IN 21216		0	2019 10 INV P		1,111.35 100219	540054 trolley
				2019 10 INV P		2,000.43 102319	540340 sep 2019 trolley se
						3,111.78	
				ACCOUNT TOTAL		3,111.78	
58076000 659900	001600 LUTHERAN SOCIAL SERV 19942		0	Other Contracts/Obligation			
				2019 10 INV P		14,627.00 100919	540145 mrh 5310 2nd qtr op
				ACCOUNT TOTAL		14,627.00	
				ORG 58076000 TOTAL		122,257.89	
=====							
	FUND 580 Valley Transit			TOTAL:		333,704.62	
=====							

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

**2020 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN  
STATUTES, BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY TO PROVIDE FOR  
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

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

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

**WHEREAS**, Outagamie County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to Goodwill Industries, Valley Packaging, Inc., and other sites of client service; and

**WHEREAS**, it has been determined to be beneficial to Valley Transit and Outagamie County to have the City of Appleton, via Valley Transit assume the responsibility for the payment of all urban and rural developmental disabilities workshop 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 of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations;

**WHEREAS**, Outagamie County assumes responsibility and direction of its operation;

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

**1. Cost Sharing Arrangements.**

*A. ADA Service*

Outagamie County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Outagamie County portion of Valley Transit's ADA service area (all of that part of the City of Appleton which lies 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 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 of Appleton, 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:

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

**Intermunicipal Agreement cont'd**

In 2020, Valley Transit estimates 115,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28%; therefore Outagamie County's estimated funding requirement will be:

\$ 780,045	Costs (43,700 rides at \$17.85 per ride)
95,825	38% of admin charges
(245,243)	Federal Share
(245,243)	State Share
<u>(174,800)</u>	Fares (43,700 rides at \$4.00 per ride)
\$ 210,584	Estimated funding

Outagamie County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2020. 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 2020 the parties agree that Outagamie 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:

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

The contract costs (including fuel) for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2020, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

\$ 59,351	Elderly Costs (3,325 x \$17.85)
(16,618)	Federal Share
(16,618)	State Share
(13,300)	Fares (3,325 x \$4.00/ride)
<u>\$ 11,079</u>	<u>Local Surcharge (1/3 of Federal plus 1/3 of State Share)</u>
\$ 23,894	Estimated funding

**Intermunicipal Agreement cont'd**

\$ 19,278	Sunday Costs (1,080 x \$17.85)
(5,398)	Federal Share
(5,398)	State Share
(11,880)	Fares (1,080 x \$11.00/ride)
<u>\$ 3,599</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 201	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2020. 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:

+ Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
<u>+ Local Administrative Charge</u>
= Outagamie County's Estimated Workshop Funding Requirement

In 2020, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 259,550	Costs (7,500 rides x \$34.02 plus \$4,400 fuel escalator)
(45,527)	Federal Share
(72,674)	State Share
(45,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 25,955</u>	Administrative charge
\$122,304	Estimated funding

- 2) **Method of Payment.** Outagamie 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 Outagamie 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.

Outagamie 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 Outagamie 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 Outagamie 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. These hours may be changed at the discretion of Outagamie 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). The ADA paratransit 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 Outagamie 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, 2020 through December 31, 2020.

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 Outagamie County.



**Intermunicipal Agreement cont'd**

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Outagamie County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Outagamie 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 Outagamie 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, 2020, 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 2020. Fares for the rural transportation will be established by Outagamie 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

## Intermunicipal Agreement cont'd

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 Outagamie County or the City of Appleton 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 Outagamie County in its budgetary process in the option years of this Agreement and upon the City of Appleton 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.

**Intermunicipal Agreement cont'd**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

**CITY OF APPLETON**

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
JAMES P. WALSH, CITY ATTORNEY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

**OUTAGAMIE COUNTY**

By: \_\_\_\_\_  
THOMAS NELSON, COUNTY EXECUTIVE

By: \_\_\_\_\_  
ROSEMARY DAVIS, DIRECTOR, OUTAGAMIE  
COUNTY DEPARTMENT OF HUMAN SERVICES

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSEPH P. GUIDOTE, JR., CORPORATION COUNSEL  
CL: A19-1110

**2020 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN  
STATUTES, BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY TO PROVIDE  
FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

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

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

**WHEREAS**, Winnebago 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 Winnebago County, to have the City of Appleton, 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 of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

**WHEREAS**, Winnebago County assumes responsibility and direction of its operation;

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

**1. Cost Sharing Arrangements.**

*A. ADA Service*

Winnebago County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Winnebago County portion of Valley Transit's ADA service area (all of that part of the City of Appleton which lies 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 of Appleton, 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 2020, Valley Transit estimates 115,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Winnebago County's estimated funding requirement will be:

**Intermunicipal Agreement cont'd**

\$ 369,495	Costs (20,700 rides at \$17.85 per ride)
45,391	18% of admin charges
(116,168)	Federal Share
(116,168)	State Share
<u>(82,800)</u>	Fares (20,700 rides at \$4.00 per ride)
\$ 99,750	Estimated funding

Winnebago County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2020. 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 Winnebago County service shall also be applied in this formula. For 2020 the parties agree that Winnebago 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:

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

The basic contract cost for Sunday service (including fuel) is estimated to be \$17.85 per ride plus fuel. In 2020, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$ 1,499	Sunday Costs (84 x \$17.85)
(420)	Federal Share
(420)	State Share
(924)	Fares (84 x \$11.00/ride)
<u>\$ 280</u>	<u>Local Surcharge (1/3 of Federal plus 1/3 of State Share)</u>
\$ 15	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2020. 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. This 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 2020's Heritage program is:

\$ 10,920	Costs (780 x \$14.00)
(2,089)	Federal Share
(3,060)	State Share
(2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,092</u>	Administrative charge
\$ 4,133	Estimated funding

2. **Method of Payment.** Winnebago 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 Winnebago County on a quarterly basis.

Winnebago 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 elderly will be basic service and the ADA paratransit 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 per-cent 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, 2020 through December 31, 2020.
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 Winnebago County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Winnebago County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Winnebago 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 Winnebago 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, 2020, 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 2020.
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

## Intermunicipal Agreement cont'd

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 Winnebago County or the City of Appleton 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 Winnebago County in its budgetary process in the option years of this Agreement and upon the City of Appleton 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.



**Intermunicipal Agreement cont'd**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

**CITY OF APPLETON**

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
JAMES P. WALSH, CITY ATTORNEY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
MARK HARRIS, COUNTY EXECUTIVE

By: \_\_\_\_\_  
SUE ERTMER, COUNTY CLERK

**2020 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN  
STATUTES, BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY TO PROVIDE FOR  
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

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

**WHEREAS**, Calumet County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; 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 of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations;

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

**1. Cost Sharing Arrangements.**

*A. ADA and Sunday Service*

Calumet County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the Calumet County portion of Valley Transit's ADA service area (all of that part of the Cities of Appleton and Menasha which lies within Calumet County, and the area which 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 of Appleton, 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:

$$\begin{aligned} & \text{Calumet County Rides x Contract Cost} \\ + & \text{ Administrative Charges (4\%)} \\ - & \text{ Federal Share} \\ - & \text{ State Share} \\ - & \text{ Farebox Revenues} \\ = & \text{ Calumet County's Estimated ADA Funding Requirement} \end{aligned}$$

In 2020, Valley Transit estimates 115,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$17.85 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Calumet County's estimated funding requirements will be:

\$61,582	Costs (3,450 rides at \$17.85 per ride)
7,565	Administrative charges (4%)
(19,361)	Federal Share
(19,361)	State Share
<u>\$ (13,800)</u>	Fares (3,450 rides at \$4.00 per ride)
\$ 16,625	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2020. 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 Calumet 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
<u>+ Local Surcharge (1/3 of Federal plus 1/3 State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2020, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$3,124	Elderly Costs (175 x \$17.85)
(875)	Federal Share
(875)	State Share
(700)	Fares (175 x \$4.00/ride)
<u>\$ 583</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,257	Estimated funding

\$ 643	Sunday Costs (36 x \$17.85)
(180)	Federal Share
(180)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 120</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 7	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride, federal share, state share and fares in 2020. 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 Calumet 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 Calumet 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 2020 the cost estimate is as follows:

\$ 34,650	Costs
(9,702)	Federal Share
(9,702)	State Share
(16,800)	Fares
<u>\$ 9,702</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 8,148	Estimated funding

2. **Method of Payment.** Calumet 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 Calumet County on a quarterly basis.

Calumet 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 elderly service will be basic and the ADA paratransit 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 Calumet 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 per cent 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, 2020 through December 31, 2020.

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 Calumet 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, 2020, 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 2020.
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 Calumet County or the City of Appleton 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

Calumet County in its budgetary process in the option years of this Agreement and upon the City of Appleton 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.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

CITY OF APPLETON

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

By: \_\_\_\_\_  
KAMILYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

JAMES P. WALSH, CITY ATTORNEY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

CALUMET COUNTY

By: \_\_\_\_\_  
TODD ROMENESKO, CALUMET COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

\_\_\_\_\_  
KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A19-1110



**2020 INTERMUNICIPAL AGREEMENT PURSUANT TO SECTION 66.0301  
OF THE WISCONSIN STATUTES BETWEEN THE CITIES OF  
APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,  
SAID AGREEMENT TO PROVIDE FOR COST-SHARING  
OF TRANSIT SERVICES FOR THE ELDERLY**

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

**WHEREAS**, the City of Neenah and the Village of Fox Crossing operate 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 the Village of Fox Crossing, and

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

**NOW, THEREFORE**, the Cities of Appleton and Neenah and 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:

$$\begin{aligned}
 & \text{Dial-A-Ride x Contract Cost} \\
 & - \text{Federal Share} \\
 & - \text{State Share} \\
 & - \text{Farebox Revenues} \\
 & + \text{Administrative Charge} \\
 & = \text{City of Neenah and Village of Fox Crossing Estimated Contribution}
 \end{aligned}$$

Valley Transit, the City of Neenah and the Village of Fox Crossing estimate that there will be 10,000 rides in 2020. Cost estimates are as follows:

	<b><u>Breakdown by Municipality of Total Cost</u></b>		
	Total	Neenah/Menasha	Village of Fox
	<u>Program Cost</u>	<u>(8,000 rides)</u>	<u>Crossing (2000 rides)</u>
Cost for Dial-A-Ride (10,000 X \$14.00)	\$140,000	\$112,000	\$28,000
Federal Share	(26,785)	(21,428)	(5,357)
State Share	(39,200)	(31,360)	(7,840)
Fares (\$3.50)	(35,000)	(28,000)	(7,000)
Administrative Charge	<u>14,000</u>	<u>11,200</u>	<u>2,800</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$53,015	\$42,412	\$10,603

Actual costs will be based on actual ridership, federal share, state share, and fares in 2020.

\*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 and the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the City of Neenah and the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2020. 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, the City of Neenah 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 City of Neenah's 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 Cities of Appleton and Neenah and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
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 Cities of Appleton and Neenah and 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 Cities of Appleton and Neenah 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.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF APPLETON**

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
JAMES P. WALSH, CITY ATTORNEY

**CITY OF NEENAH**

\_\_\_\_\_

BY:  
DEAN KAUFERT, MAYOR

\_\_\_\_\_

BY:  
PATRICIA A. STURN, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES G. GODLEWSKI, CITY ATTORNEY

**VILLAGE OF FOX CROSSING**

\_\_\_\_\_

BY:  
DALE YOUNGQUIST, VILLAGE PRESIDENT

\_\_\_\_\_

BY:  
KAREN BACKMAN, VILLAGE CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDY ROSSMEISSL, VILLAGE ATTORNEY  
CL: A19-1110

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT, AND COMMUNITY CARE, INC.**

**THIS MEMORANDUM OF UNDERSTANDING (“Agreement”)** is entered into by and between the City of Appleton, Valley Transit (“**Valley Transit**”), with a mailing address of 801 South Whitman Avenue, Appleton, WI 54914, and Community Care, Inc. (“**Community Care**”), a nonprofit organization with a mailing address of 1826 North Casaloma Drive, Appleton, WI 54914.

**WHEREAS**, Valley Transit provides safe and reliable public transportation to many people living in the communities that comprise the Fox Cities; and

**WHEREAS**, Valley Transit assumes responsibility for and direction of its operations; and

**WHEREAS**, Community Care has disabled and elderly clients that are in need of a Specialized Transportation Services; and

**WHEREAS**, Valley Transit and Community Care wish to cooperate in order to offer Specialized Transportation Services for those clients of Community Care who are in need of Specialized Transportation Services.

**NOW, THEREFORE**, for the mutual consideration stated herein, Valley Transit and Community Care by their authorized representatives do hereby agree as follows:

1. Service. Valley Transit shall contract with an external third party (“**contractor**”) to provide Specialized Transportation Services for Community Care clients who are in need of Specialized Transportation Services, such as the elderly and disabled.

2. Cost. Expenses for the Specialized Transportation Services shall be paid for by Valley Transit, with part of the funds coming from Community Care (“contribution”). Community Care’s contribution shall be calculated monthly based on the following formula:

	Specialized Transportation Services Costs (routes x days x contract price)
-	Federal Share
-	State Share
-	Farebox Revenues
+	<u>Administrative Charge</u>
=	Community Care Estimated Contribution

In 2020, Valley Transit and Community Care estimate that there will be a total of 27,000 rides on Specialized Transportation Routes for a total of 255 days out of the calendar year. Based on this estimate, cost estimates for 2020 are as follows:

\$564,054	Costs
(315,880)	Federal and State Share
<u>\$157,940</u>	<u>Administrative Charge</u>
\$406,114	Community Care Estimated Contribution

Actual costs will be based on actual expenses, federal share amounts and state share amounts received in 2020.

3. **Payment and Billing.** Valley Transit will invoice Community Care for its actual calculated contribution on a monthly basis. Payment from Community Care to Valley Transit shall be due within thirty (30) calendar days of the date of the invoice from Valley Transit. In the event there is a disagreement between Valley Transit and Community Care regarding the invoice amount, Community Care must notify Valley Transit in writing within thirty (30) calendar day's receipt of said invoice.

4. **Term.** This Agreement shall be for the calendar year 2020, expiring at the 11:59 p.m. on December 31, 2020. Renewal shall occur upon mutual agreement by the Valley Transit and Community Care when placed in writing and executed at least thirty (30) calendar days prior to the termination date of this Agreement.

5. **Inspection.** Upon reasonable notice, and with the sole purpose of confirming compliance with the terms and conditions of this Agreement, Community Care must allow Valley Transit the right of entry during normal business hours in order to inspect their books and records.

6. **Audit.** In the event Valley Transit requires Community Care to conduct an audit as it relates to this Agreement, the cost for said audit shall be borne solely by Community Care. 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.** For good and valuable consideration, Community Care agrees to indemnify, defend and hold harmless the City of Appleton and Valley Transit, and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by Community Care anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of Valley Transit.

8. **Insurance.** Community Care agrees at all times during the existence of this Agreement to keep in force the following insurance coverage:

<b>Coverage</b>	<b>Limit</b>
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, Valley Transit and Community Care both 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 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 receipt by Valley Transit of the federal and state funding referenced in Paragraph 2 above. In the event of a change to or discontinuance of the receipt of said funding by Valley Transit, this Agreement may be terminated by Valley Transit pursuant to paragraph 12(b) below.

11. Termination.

a. Termination by Community Care. Community Care may terminate the Contract if, through no act or fault of the Community Care or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with Community Care, there is a material breach of a term of this Agreement, in which case Community Care may, upon thirty (30) calendar days' written notice to the Valley Transit, terminate this Agreement.

b. Termination by Valley Transit. Valley Transit may terminate this Agreement if the Contractor is substantially in breach of a provision of the Agreement, in which case the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving Community Care thirty (30) calendar days' written notice, terminate this Agreement. This Agreement may also be terminated by pursuant to paragraph 11 above, which requires three (3) calendar days' written notice to Community Care.

12. Conflict of Terms. In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

13. Disputes. Valley Transit and Community Care shall endeavor to resolve any disputes by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Amendments. This Agreement may be amended at any time by mutual written agreement by Valley Transit and Community Care.

**(Signature Page Attached)**

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed in three (3) original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Community Care, Contractor:**

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_

**Valley Transit, Owner:**

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Ronald McDonald, General Manager

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Name: Timothy M. Hanna, Mayor

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Name: Kami Lynch, City Clerk

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

Approved as to form:

\_\_\_\_\_  
Anthony D. Saucerman, Finance Director  
City Law A19-1110

\_\_\_\_\_  
James P. Walsh, City Attorney

## INSTRUCTIONS FOR EXECUTING CONTRACT

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### CORPORATION INSTRUCTIONS

If the Contractor is a **CORPORATION**, the following certificate should be executed:

*I, \_\_\_\_\_, certify that I am the Secretary of Community Care Inc. (Contractor), a corporation; that I have duly signed the foregoing contract for and on behalf of the Contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.*

\_\_\_\_\_  
*Signature*

*(Corporate Seal)*

Note: If the Contract is not signed by the secretary of the corporation, the above certified should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

Note: The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party or parties, typewritten or printed under all signatures to the contract.

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### PARTNERSHIP INSTRUCTIONS

If the Contractor is operating as a **PARTNERSHIP**, each partner should sign the contract. If each partner does not sign the contract, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and on behalf of the partnership.

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### INDIVIDUAL INSTRUCTIONS

If the Contractor is an **INDIVIDUAL**, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. If signed by one other than the Contractor there should be attached to the contract a duly authenticated power of attorney evidencing the signers' authority to execute the contract for and on behalf of the Contractor.



City of Appleton  
VALLEY TRANSIT INCOME STATEMENT  
For Ten Months Ending October 31, 2019

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2019 Amended Budget	2019 % of Total Budget
<b>REVENUES</b>						
Bus Fare Revenue	83,592	55,032	667,329	674,414	943,218	70.75%
Paratransit Fare Revenue	60,397	69,353	593,056	611,725	751,370	78.93%
Total Fare Revenue	143,989	124,385	1,260,385	1,286,139	1,694,588	74.38%
Other Charges for Service	1,592	6,331	58,602	46,473	55,000	106.55%
Other Revenues	511	1,045	46,570	24,251	14,000	332.64%
<b>TOTAL REVENUES</b>	<u>146,092</u>	<u>131,761</u>	<u>1,365,557</u>	<u>1,356,863</u>	<u>1,763,588</u>	<u>77.43%</u>
<b>EXPENSES BY LINE ITEM</b>						
Regular Salaries & Labor pool alloc	301,799	302,890	2,130,573	2,151,571	2,995,362	71.13%
Call Time	-	-	-	-	-	0.00%
Overtime	40,064	44,653	283,911	268,610	71,713	395.90%
Incentive Pay	-	-	(2,590)	-	1,335	-194.01%
Other Compensation	226	-	1,467	1,962	-	-
Fringes	94,804	122,734	838,165	852,842	1,257,585	66.65%
Unemployment Compensation	811	-	3,766	5,571	-	-
Salaries & Fringe Benefits	437,704	470,277	3,255,292	3,280,556	4,325,995	75.25%
Training & Conferences	489	1,365	14,991	15,824	25,000	59.96%
Employee Recruitment	293	-	3,574	2,757	4,200	85.10%
Parking Permits	-	-	15	65	150	0.00%
Office Supplies	479	622	3,801	2,826	5,000	76.02%
Subscriptions	135	135	615	895	1,735	35.45%
Memberships & Licenses	-	385	6,878	6,820	5,472	125.69%
Postage & Freight	558	14	2,250	2,394	4,300	52.33%
Awards & Recognition	-	36	880	434	900	97.78%
Food & Provisions	624	557	1,566	1,474	1,200	130.50%
Insurance	15,094	15,641	209,466	224,554	227,006	66.49%
Insurance dividend & return of surplus	-	-	(58,528)	(68,141)	-	0.00%
Depreciation Expense	56,022	50,568	560,220	505,681	672,264	83.33%
Administrative Expenses	73,694	69,323	745,728	695,583	947,227	78.73%
Landscape Supplies	-	-	685	907	3,000	22.83%
Shop Supplies & Tools (& misc)	3,410	9,757	40,371	48,322	53,200	75.89%
Printing & Reproduction	817	3,663	21,254	17,839	27,136	78.32%
Uniforms	385	1,751	4,162	4,701	5,000	83.24%
Gas Purchases	16,059	39,065	313,536	374,703	605,000	51.82%
Safety Supplies	-	-	-	555	500	0.00%
Vehicle & Equipment Parts	20,143	57,591	167,684	240,566	252,500	66.41%
Miscellaneous Equipment	44	269	10,785	22,983	26,600	40.55%
Signs	55	2,846	18,646	3,080	2,000	932.30%
Supplies & Materials	40,913	114,942	577,123	713,656	974,936	59.20%
Accounting/Audit	-	-	-	-	10,290	0.00%
Bank Services	382	333	2,393	2,249	3,000	79.77%
Consulting Services	-	-	35	-	-	0.00%
Collection Services	-	569	2,063	2,999	4,600	44.85%
Contractor Fees	297,663	209,295	2,932,591	2,839,448	3,735,669	78.50%

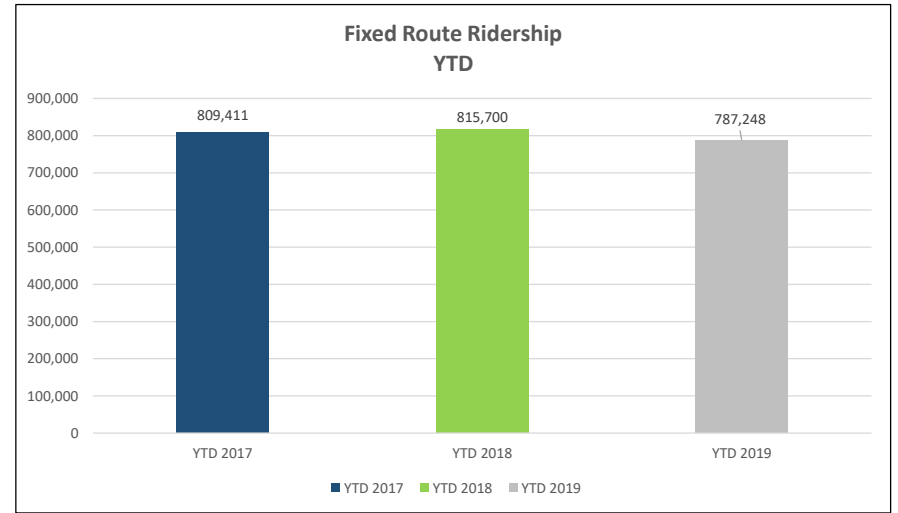
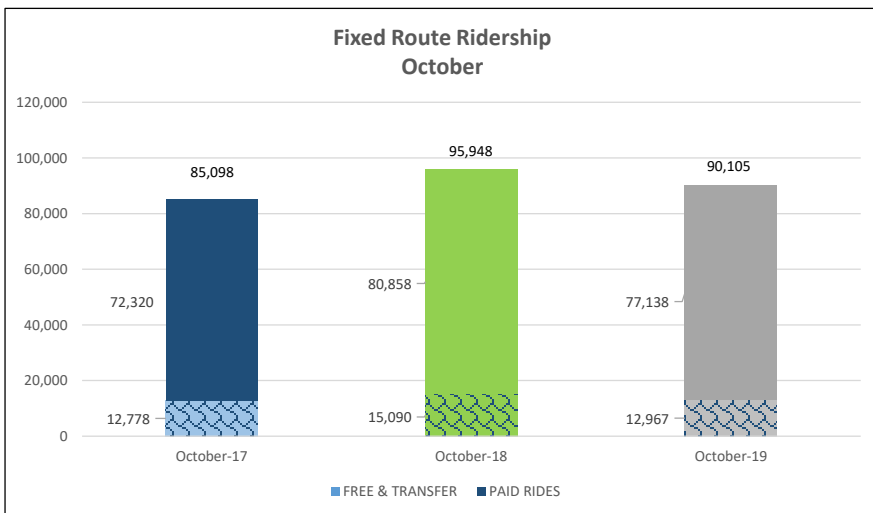
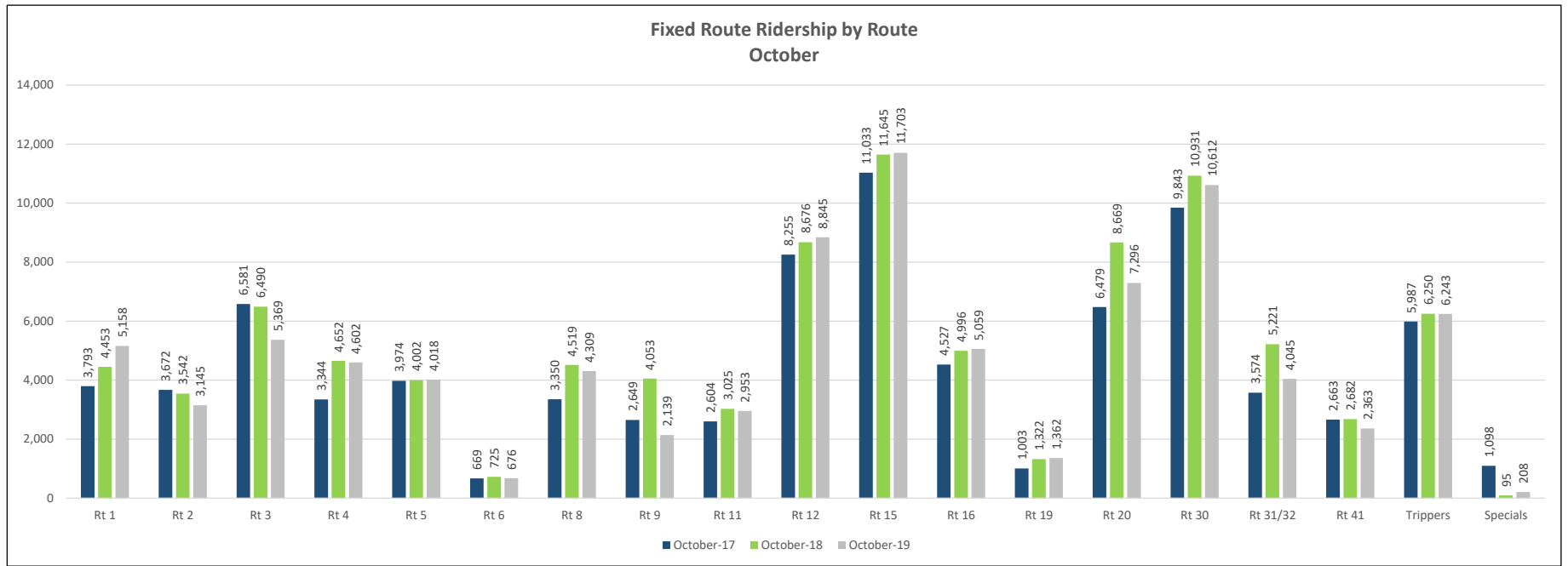
City of Appleton  
VALLEY TRANSIT INCOME STATEMENT  
For Ten Months Ending October 31, 2019

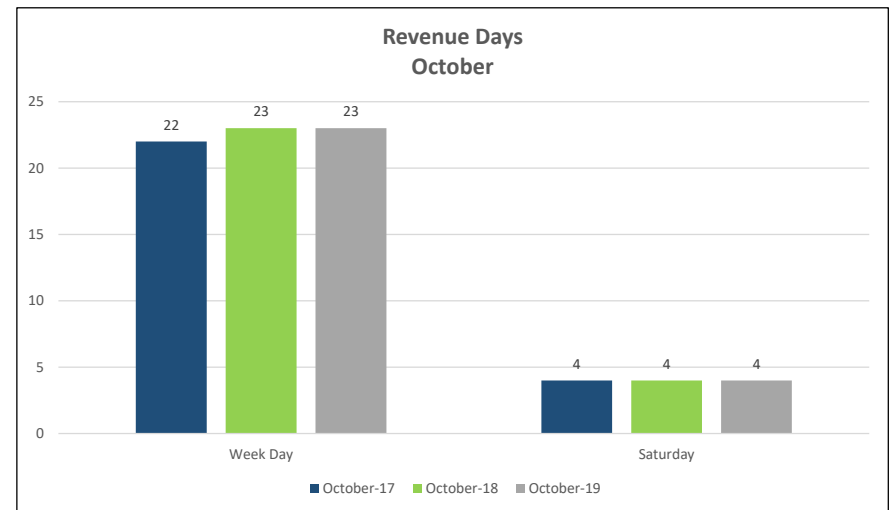
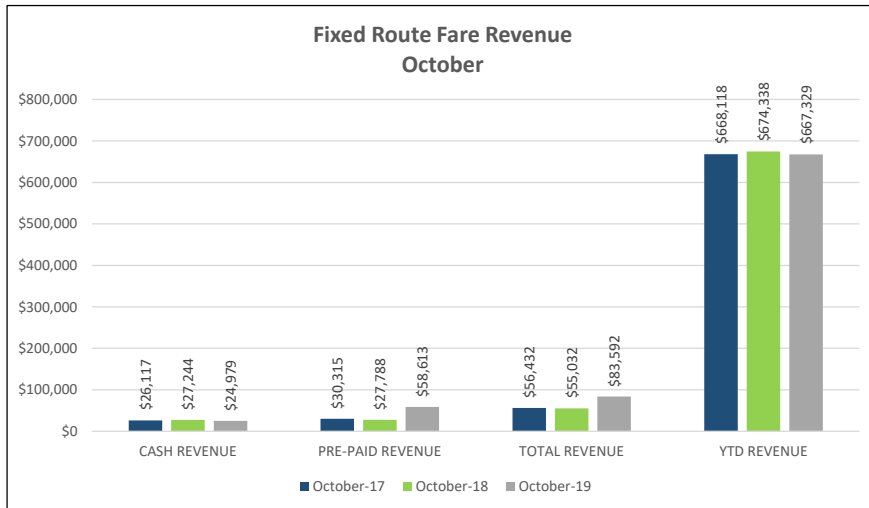
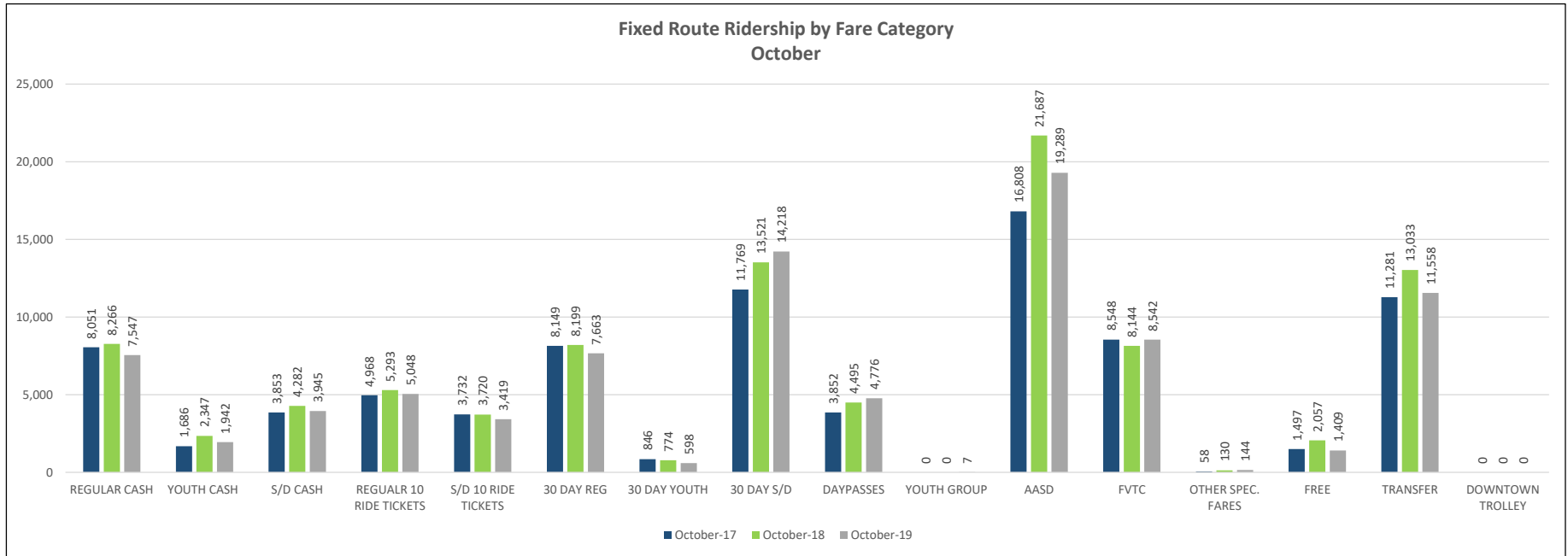
Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2019 Amended Budget	2019 % of Total Budget
Temp Help	-	3,789	26,868	4,332	5,000	537.36%
Advertising	-	2,800	11,145	11,095	50,309	22.15%
Health Services	1,095	1,054	10,879	7,031	9,200	118.25%
Snow Removal Services	-	-	33,073	18,419	15,000	220.49%
Laundry Services	572	829	7,463	5,058	6,916	107.91%
Other Contracts/Obligations	15,230	903	39,653	40,311	99,472	39.86%
Purchased Services	<u>314,942</u>	<u>219,572</u>	<u>3,066,163</u>	<u>2,930,942</u>	<u>3,939,456</u>	<u>77.83%</u>
Electric	3,458	3,337	41,998	40,729	55,000	76.36%
Gas	87	78	14,865	14,919	25,000	59.46%
Water	-	-	5,827	5,609	7,850	74.23%
Waste Disposal/Collection	-	-	2,182	2,084	3,124	69.85%
Stormwater	-	-	7,673	6,753	9,401	81.62%
Telephone	877	782	12,580	11,086	8,600	146.28%
Utilities	<u>4,422</u>	<u>4,197</u>	<u>85,125</u>	<u>81,180</u>	<u>108,975</u>	<u>78.11%</u>
Building/Grounds Repair & Maintenance	3,774	-	8,684	3,756	-	0.00%
Vehicle Repair & Maintenance	113	531	4,520	27,322	17,450	25.90%
Equipment Repair & Maintenance	-	2,385	33,040	13,063	19,668	167.99%
FMD Charges & Material	-	9,852	91,955	101,872	129,226	71.16%
Software Support	4,093	2,806	54,454	29,610	73,800	73.79%
CEA Equipment Rental	-	-	-	-	2,000	0.00%
Repairs & Maintenance	<u>7,980</u>	<u>15,574</u>	<u>192,653</u>	<u>175,623</u>	<u>242,144</u>	<u>79.56%</u>
Total Operating Expenses	<u>879,655</u>	<u>893,885</u>	<u>7,922,084</u>	<u>7,877,540</u>	<u>10,538,733</u>	<u>75.17%</u>
OPERATING INCOME (LOSS)	<u>(733,563)</u>	<u>(762,124)</u>	<u>(6,556,527)</u>	<u>(6,520,677)</u>	<u>(8,775,145)</u>	
NON-OPERATING REVENUES						
Federal Support	-	-	4,699,491	2,177,976	11,098,079	42.35%
State Support	-	-	2,815,931	2,686,456	2,840,530	99.13%
Appleton Support	270,925	263,593	1,788,610	1,776,854	691,565	258.63%
Other Local Support	571,300	467,766	2,680,335	2,445,932	1,610,003	166.48%
Investment Income	6,207	4,203	14,407	13,026	12,500	115.26%
Donations	4,167	4,167	42,764	42,696	62,678	68.23%
Fund Balance Applied	-	-	-	-	-	0.00%
TOTAL NON-OPERATING REVENUE	<u>852,599</u>	<u>739,729</u>	<u>12,041,538</u>	<u>9,142,940</u>	<u>16,315,355</u>	<u>73.80%</u>
Buildings	-	-	6,775	118,576	20,000	33.88%
Machinery & Equipment	-	-	141,786	193,708	279,396	50.75%
Furniture & Fixtures	-	-	35,654	-	25,000	16264.79%
Vehicles	-	-	4,066,197	-	9,531,007	44.60%
Capital Expenditures	<u>-</u>	<u>-</u>	<u>4,250,412</u>	<u>312,284</u>	<u>9,855,403</u>	<u>0.00%</u>
NET INCOME (LOSS)	<u>119,036</u>	<u>(22,395)</u>	<u>1,234,599</u>	<u>2,309,979</u>	<u>(2,315,193)</u>	

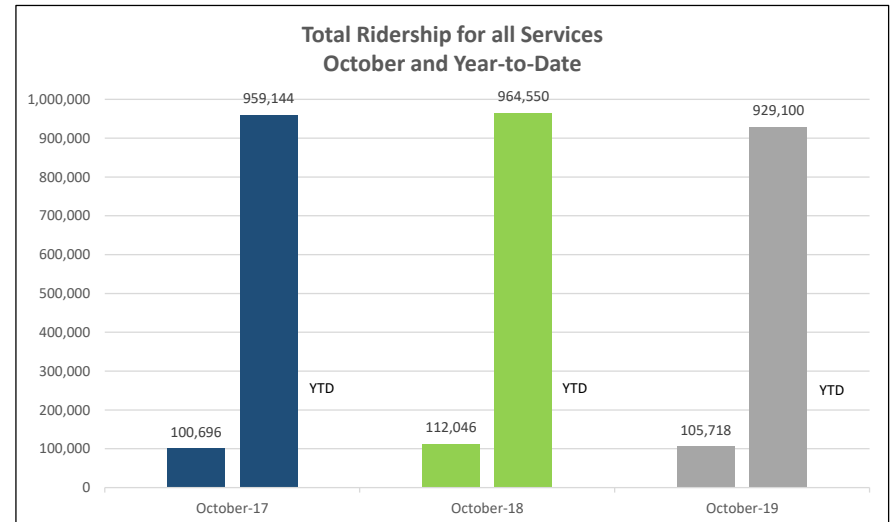
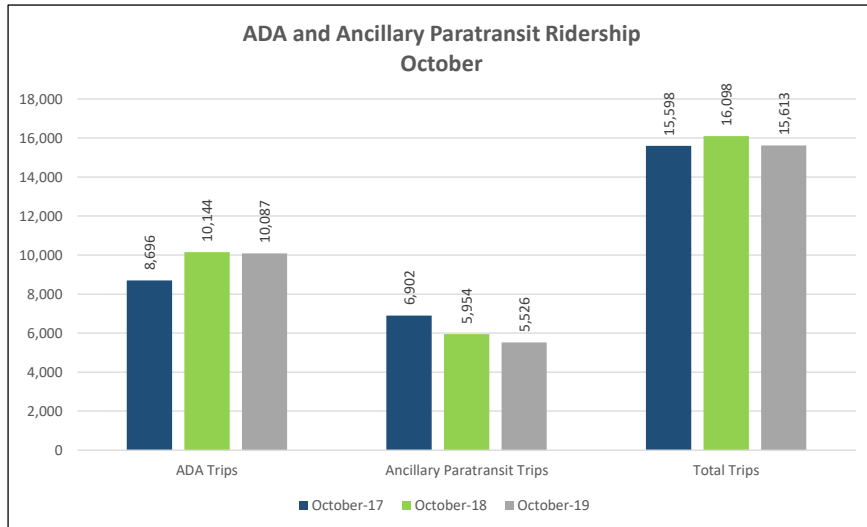
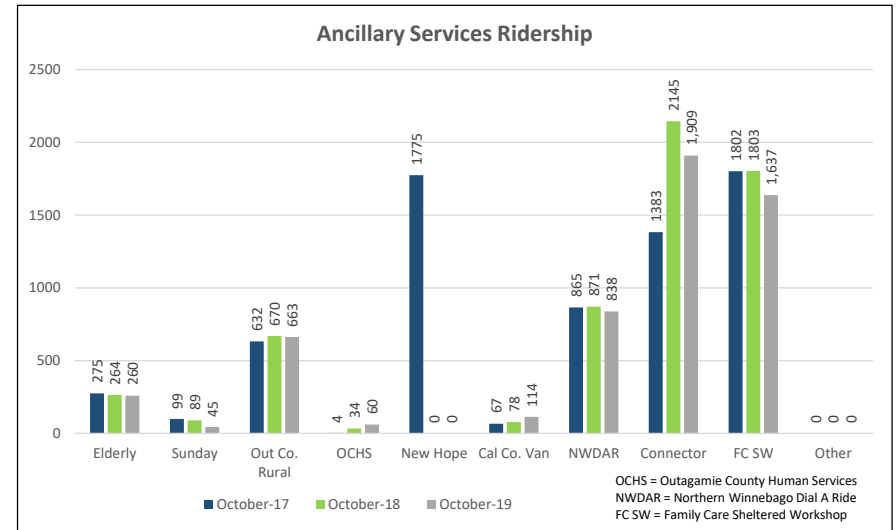
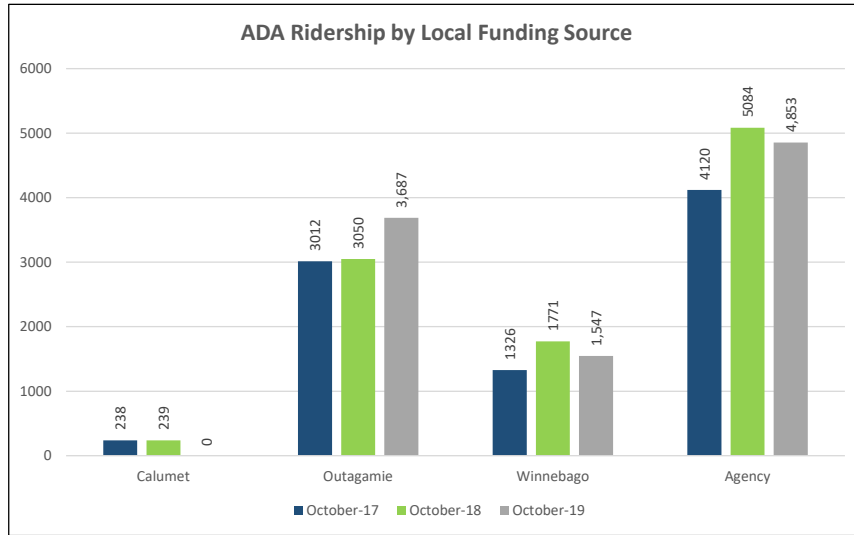
City of Appleton  
PURCHASED TRANSPORTATION  
For Ten Months Ending October 31, 2019

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2019 Amended Budget	2019 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	183,028	169,500	1,828,398	1,570,424	1,975,740	92.54%
VTII - Elderly	3,601	4,264	39,341	39,374	64,120	61.36%
PT - Optional (Sunday)	308	1,437	12,705	16,424	21,984	57.79%
Family Care Sheltered Workshop	44,122	48,366	435,316	446,075	547,625	79.49%
Outagamie County Demand Response Rural	18,681	17,293	209,412	151,560	225,406	92.90%
Outagamie County Human Services Transportation	1,020	562	4,994	4,649	12,824	38.94%
Neenah Dial - A - Ride	8,799	9,618	112,889	114,282	150,920	74.80%
Calumet County New Hope	-	-	-	89,559	-	0.00%
Calumet County Van Service	1,374	3,846	26,063	24,022	34,650	75.22%
Connector - Extended Service Hours	29,218	40,218	321,618	318,603	487,808	65.93%
Connector - Extended Service Area	12,470	11,767	107,697	91,614	116,133	92.74%
Downtown Trolley	4,000	8,892	31,970	33,073	30,379	105.24%
Total Purchased Transportation	306,621	315,763	3,130,403	2,899,659	3,667,589	85.35%

## Valley Transit Ridership Report October 2019









U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION V  
Illinois, Indiana,  
Michigan, Minnesota,  
Ohio, Wisconsin

200 West Adams Street  
Suite 320  
Chicago, IL 60606-5253  
312-353-2789  
312-886-0351 (fax)

November 18, 2019

Mr. Kyle Lobner  
Chairman  
Fox Cities Transit Commission  
3920 E. Ashbury Drive  
Appleton, WI 54913

**Re: Federal Transit Administration (FTA) Fiscal Year 2019 Triennial Review – Final Report**

Dear Mr. Lobner:

I am pleased to provide you with a copy of this FTA report as required by 49 U.S.C. Chapter 53 and other Federal requirements. The enclosed final report documents the FTA's Triennial Review of the City of Appleton/Valley Transit. Although not an audit, the Triennial Review is the FTA's assessment of Valley Transit's compliance with Federal requirements, determined by examining a sample of award management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with award requirements.

The Triennial Review focused on the Valley Transit's compliance in 21 areas. No deficiencies were found with the FTA requirements in 19 areas. Deficiencies were found in two areas: Disadvantaged Business Enterprise (DBE) and ADA-Complementary Paratransit. There were no repeat deficiencies from the 2016 Triennial Review.

**Regulations and Guidance**

*Public Transportation Agency Safety Plan (PTASP) Final Rule*

On July 19, 2018, FTA published the PTASP Final Rule. The PTASP Final Rule, which takes effect July 19, 2019, requires all operators of public transportation systems that are recipients and subrecipients of FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). FTA is deferring applicability of this requirement for operators that only receive funds through FTA's Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (Section 5310) and/or Rural Area Formula Program (Section 5311).

As part of the Annual Certifications and Assurances, transit operators must certify they have a safety plan in place for meeting the requirements of the rule by July 20, 2020. All plans will be reviewed starting October 1, 2021 through FTA's oversight process. For guidance and updates to assist in the preparation and implementation of the PTASP Final Rule, please visit FTA's website at [www.transit.dot.gov/PTASP](http://www.transit.dot.gov/PTASP).

*Random Drug Testing Rate Increase*

On October 17, 2018, FTA published a dear colleague letter "2019 Random Drug Testing Increase". FTA, as mandated by its drug and alcohol regulation for random testing, at 49 C.F.R. 655.45, will increase the minimum rate of random drug testing from 25 percent to 50 percent of covered employees for employers subject to FTA's drug and alcohol regulation, which takes effect January 1, 2019. This increased random drug testing rate results from a recent uptick in the proportion of violations identified through random drug testing.

Mr. Kyle Lobner  
Page 2 of 2

The 50 percent random drug testing rate will apply to entities receiving Federal assistance under 49 U.S.C. 5307, 5309, 5311 or 5339, including recipients, subrecipients, and safety-sensitive contractors. The required minimum rate for random alcohol testing is unaffected and will remain at 10 percent for calendar year 2019.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Mr. Hassan Dastgir, General Engineer, at 312-705-1280, or by email at [hassan.dastgir@dot.gov](mailto:hassan.dastgir@dot.gov).

Sincerely,

A handwritten signature in black ink that reads "Kelley Brookins". The signature is written in a cursive, flowing style.

Kelley Brookins  
Regional Administrator

Enclosure

cc: Ronald C. McDonald, General Manager, Valley Transit  
Hassan Dastgir, General Engineer  
Marjorie Hughes, Regional Civil Rights Officer  
George Pierlott, Reviewer



**FINAL REPORT**

**FISCAL YEAR 2019  
TRIENNIAL REVIEW**

of

**City of Appleton/Valley Transit  
Appleton, Wisconsin  
ID: 2564**

*Performed for:*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION  
REGION V**

*Prepared By:*

**Interactive Elements Inc.**

**Scoping Meeting/Desk Review Date: June 6, 2019**

**Site Visit Date: September 12 and 13, 2019**

**Draft Report Date: October 10, 2019**

**Final Report Date: November 18, 2019**

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## I. Executive Summary

This report documents the Federal Transit Administration's (FTA) Triennial Review of the City of Appleton/Valley Transit. FTA wants to ensure that awards are administered in accordance with the requirements of Federal public transportation law 49 U.S.C. Chapter 53. The review was performed by Interactive Elements Inc. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. Valley Transit's transit facilities were toured to obtain an overview of activities related to FTA-funded projects.

The Triennial Review focused on Valley Transit's compliance in 21 areas. Deficiencies were found in the areas listed below:

Review Area	Deficiencies	
	Code	Description
10. Disadvantaged Business Enterprise (DBE)	DBE5-1	DBE uniform reports contain inaccuracies and/or are missing required information
13. Americans With Disabilities Act (ADA) – Complementary Paratransit	ADA-CPT5-1	Unreasonable no-show suspension

## **II. Review Background and Process**

### **1. Background**

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f) (2)) requires that “At least once every 3 years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient’s program, specifically referring to compliance with statutory and administrative requirements...” This Triennial Review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review includes a review of the recipient’s compliance in 21 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of Valley Transit. The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of award funds. The specific documents reviewed and referenced in this report are available at the FTA’s regional office or the recipient’s office.

### **2. Process**

The Triennial Review process includes a pre-review assessment, a review scoping meeting/desk review with the FTA regional office, and an on-site visit to the recipient’s location. The review scoping meeting/desk review was conducted with the Region 5 Office on June 6, 2019. Necessary files retained by the regional office were sent to the reviewer electronically. A recipient information request was sent to Valley Transit advising it of the site visit and indicating information that would be needed and issues that would be discussed. The site visit to Appleton occurred on September 12 and 13, 2019.

The onsite portion of the review began with an entrance conference, at which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. The reviewer visited the Valley Transit’s transit administration and maintenance facility to obtain an overview of activities related to FTA-funded projects. The reviewer examined a sample of maintenance records for FTA-funded vehicles and equipment.

Upon completion of the review, FTA and the reviewer provided a summary of preliminary findings to Valley Transit at an exit conference. Section VI of this report lists the individuals participating in the review.

### 3. Metrics

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are:

- *Not Deficient*: An area is considered not deficient if, during the review, no findings were noted with the recipient's implementation of the requirements.
- *Deficient*: An area is considered deficient if any of the requirements within the area reviewed were not met.
- *Not Applicable*: An area can be deemed not applicable if, after an initial assessment, the recipient does not conduct activities for which the requirements of the respective area would be applicable.

### III. Recipient Description

#### 1. Organization

The City of Appleton, Wisconsin operates Valley Transit within the Fox Cities urbanized area (i.e., Appleton, Grand Chute, Kaukauna, Little Chute, Kimberly, Menasha, Fox Crossing, Neenah, and Buchanan), as well as the Counties of Calumet, Outagamie, and Winnebago. A Transit Commission, consisting of 15 members appointed by the Mayor and confirmed by the City Council, governs Valley Transit's policies and procedures. The Fox Cities service area population is approximately 216,000. VT's general manager, appointed by the Mayor, is directly responsible for the day-to-day operations of the transit system. All Valley Transit staff are employees of the City of Appleton.

#### 2. Services

Valley Transit directly operates 18 fixed routes with a fleet of 36 FTA-funded buses. Fixed-route service operates between the hours of 5:45 a.m. and 9:45 p.m. on weekdays. Saturday service is provided between 7:45 a.m. and 9:45 p.m. There is no fixed-route service on Sundays. The basic adult cash fare is \$2.00. A reduced fare of \$1.00 is available for senior citizens, persons with disabilities, and Medicare cardholders during all hours and days of service.

One seasonal route, a downtown circulator, is operated under contract with Lamers, Inc. from June through September. The service is known as the Downtown Trolley and operates from 5:00 a.m. to 11:00 p.m. on weekdays, and from 8:00 a.m. to 11:00 p.m. on Saturdays. The Downtown Trolley service is fare-free.

ADA complementary paratransit service for persons with disabilities eligible under the Americans with Disabilities Act (ADA) is provided during the same days and hours as fixed-route service. Additional paratransit service is provided on Sundays from 7:30 a.m. and 2:00 p.m. Paratransit services are operated through a turnkey contract with Running, Inc. The contractor owns and maintains the paratransit vehicles.

Valley Transit also purchases demand-response and route-deviation services from other local transportation providers. These services are operated in certain low-density areas beyond the fixed-route service area. These include services operated by Kobussen Buses, Fox Valley Cab, and Calumet County.

- The Connector – this service provides employment transportation to residents of the Fox Cities. The Connector is designed to supplement Valley Transit's bus service by providing trips when the rider lives or works outside of Valley Transit's regular bus route locations or when transportation is needed before or after normal operating hours of the bus.
- Senior Transportation Services – this service provides trip to seniors in Calumet and Outagamie County. Passengers must be 60 years of age, or over and live in the Fox Cities portion of Outagamie or Calumet County. Outagamie County residents may travel to

Winnebago County for medical appointments only. The service is operated from 9:00 a.m. to 5:00 p.m. on weekdays.

- Calumet County Van Service – Calumet County Aging and Disability Resource Center provides non-emergency transportation services to individuals 60 years of age and older and individuals with a disability who reside in Calumet County. This service is provided to help people remain in their community by providing access to safe and reliable transportation. Services are available to provide assistance to medical, nutrition, shopping, and human services resources. Services are provided both for ambulatory and non-ambulatory individuals.

Valley Transit is the designated recipient of Section 5310 funds in the Appleton, Wisconsin area. Section 5310 funds are passed through to Lutheran Social Services of Wisconsin and Upper Michigan (LSS). LSS provides specialized transportation services for seniors and persons with disabilities in Outagamie County called “Make the Ride Happen.”

The National Transit Database Report for fiscal year 2017 provided the following financial and operating statistics for Valley Transit’s fixed-route and paratransit service:

<b>Statistics</b>	<b>Fixed-Route Directly Operated Service</b>	<b>Fixed-Route Contracted Service</b>	<b>Paratransit Service</b>
Unlinked Passengers	961,596	27,826	157,412
Revenue Hours	59,512	7,676	39,470
Operating Expenses	\$5,223,046	\$332,410	\$2,163,729

### 3. Award and Project Activity

Below is a list of Valley Transit’s open awards at the time of the review:

<b>Award Number</b>	<b>Award Amount</b>	<b>Year Executed</b>	<b>Description</b>
WI-2017-017	\$178,981	2017	LAPSING FY15 5310 Enhanced Mobility
WI-2018-008	\$336,734	2018	FY16 & FY17 5310 Enhanced Mobility - Lapsing Funds
WI-34-0007	\$567,758	2014	FY13 & FY14 5339 Bus Replacement
WI-2016-038	\$172,011	2016	FY14 5310 Enhanced Mobility
WI-2018-039	\$3,654,117	2018	2018 City of Appleton Valley Transit 5307 and 5339 Operating and Capital Grant



<b>Award Number</b>	<b>Award Amount</b>	<b>Year Executed</b>	<b>Description</b>
WI-2019-005	\$4,000,000	2019	City of Appleton Valley Transit 5339 Buses and Bus Facilities Infrastructure Investment Capital Grant
WI-2016-020	\$516,724	2016	FY15 & FY16 5339 Bus Replacement

### **Projects Completed**

In the past few years, Valley Transit has completed the following noteworthy projects:

- Purchased four fixed route buses
- Renovated and repaired bus washer
- Repaired pit in maintenance shop
- Replaced infrared heaters and HVAC in maintenance shop
- Repaired transit center roof

### **Ongoing Projects**

Valley Transit is currently undertaking the following FTA-funded projects:

- Purchase of 10 fixed route replacement buses
- Replacement of AVL system
- Replacement of emergency generator for maintenance and administration building
- Upgrade of fueling system
- Replacement of paratransit Intelligent Transportation System (ITS)
- Purchase of a replacement support vehicle

### **Future Projects**

In the next three to five years, Valley Transit plans to remodel and update the maintenance and administration building at 801 South Whitman Avenue.

## **IV. Results of the Review**

### **1. Legal**

Basic Requirement: The recipient must promptly notify the FTA of legal matters and additionally notify the U.S. DOT Office of Inspector General (OIG) of any instances relating to false claims under the False Claims Act or fraud. Recipients must comply with restrictions on lobbying requirements.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Legal.

### **2. Financial Management and Capacity**

Basic Requirement: The recipient must have financial policies and procedures; an organizational structure that defines, assigns and delegates authority; and financial management systems in place to match, manage, and charge only allowable cost to the award. The recipient must conduct required single audits and provide financial oversight of subrecipients.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Financial Management and Capacity.

### **3. Technical Capacity – Award Management**

Basic Requirement: The recipient must report progress of projects in awards to the FTA timely.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Technical Capacity – Award Management.

### **4. Technical Capacity – Program Management & Subrecipient Oversight**

Basic Requirement: The recipient must follow the public involvement process for transportation plans; develop and submit a State Management Plan to the FTA for approval; report in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) on subawards; and ensure subrecipients comply with the terms of the award.

Finding: FTA requirements for Technical Capacity – Program Management & Subrecipient Oversight are not applicable to Valley Transit. The City is not a designated recipient of Section 5310, or Section 5339 funding, and does not have any subrecipients.

## 5. Technical Capacity – Project Management

Basic Requirement: The recipient must be able to implement FTA-funded projects in accordance with the award application, FTA Master Agreement, and all applicable laws and regulations, using sound management practices; and prepare force account plans.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Technical Capacity – Project Management.

## 6. Transit Asset Management

Basic Requirement: Recipients must comply with 49 CFR Part 625 to ensure public transportation providers develop and implement transit asset management (TAM) plans. Recipients' TAM plans must include an asset inventory, condition assessments of inventoried assets, and a prioritized list of investments to improve the state of good repair of their capital assets.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Transit Asset Management.

## 7. Satisfactory Continuing Control

Basic Requirement: The recipient must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Satisfactory and Continuing Control.

## 8. Maintenance

Basic Requirement: Recipients must keep federally funded vehicles, equipment, and facilities in good operating condition. Recipients must keep ADA accessibility features on all vehicles, equipment, and facilities in good operating order.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Maintenance.

## 9. Procurement

Basic Requirement: States: When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 2 CFR §200.322 (Procurement of Recovered Materials) and ensure that every purchase order or other contract includes any clauses required by section 2 CFR §200.326 (Contract Provisions). All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 (General Procurement Standards) through 200.326 (Contract Provisions).

Non-state recipients: The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, and conform to applicable Federal law and the standards identified in 2 CFR part 200.

Where FTA funds are used in procurements for services or supplies, or where FTA-funded facilities or assets are used in revenue contracts, FTA Circular 4220.1F applies. FTA funds, even operating assistance, can be segregated from local funds. FTA Circular 4220.1F does not apply to wholly locally-funded capital procurements.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Procurement.

During the site visit six procurement files were reviewed. The table below provides details for each procurement. No deficiencies were identified for these procurements.

Procurement #	1	2	3	4	5	6
<b>Goods/Services Procured</b>	Bus Purchase	ADA & Ancillary Paratransit	Tire Lease	Radios & Infrastructure	Trolley Service	Specialized Transit Service
<b>Date</b>	2017	2018	2018	2017	2019	2016
<b>Dollar Value</b>	\$1,342,226	\$7,800,000	~\$50,000	\$90,000	\$93,000	\$1,561,140
<b>Type</b>	Rolling Stock	Operations	Materials & Supplies	Materials & Supplies	Operations	Operations
<b>Method</b>	Piggyback	RFP	RFP	Sole Source	RFP	RFP
<b>New Start or Small Start</b>	No	No	No	No	No	No
<b>Awarded by Contractors or Subrecipients</b>	No	No	No	No	No	No
<b>Change Order</b>	No	No	No	No	No	No
<b>DBE Goal</b>	No	No	No	No	No	No
<b>Protest</b>	No	No	No	No	No	No
<b>Deficiencies</b>	No	No	No	No	No	No

## 10. Disadvantaged Business Enterprise (DBE)

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts.

Finding: During this Triennial Review of Valley Transit, a deficiency was found with the US DOT requirements for DBE.

### *DBE uniform reports contain inaccuracies and/or are missing (DBE5-1)*

Valley Transit has been incorrectly reporting ongoing payments on FTA-assisted contracts as awards in Section A of its DBE semi-annual reports to FTA. Furthermore, payments made on

ongoing contracts have not been reported in Section C, but rather as payments on completed contracts in Section D of the semi-annual reports.

49 CFR Part 26 Appendix B "INSTRUCTIONS FOR COMPLETING THE UNIFORM REPORT OF DBE AWARDS/COMMITMENTS AND PAYMENTS"

Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with Part 26. All dollar values listed on this form should represent the DOT share attributable to the Operating Administration (OA): Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) or Federal Transit Administration (FTA) to which this report will be submitted.

1. Indicate the DOT (OA) that provides your Federal financial assistance. If assistance comes from more than one OA, use separate reporting forms for each OA. If you are an FTA recipient, indicate your Vendor Number in the space provided.
2. If you are an FAA recipient, indicate the relevant AIP Numbers covered by this report. If you are an FTA recipient, indicate the Grant/Project numbers covered by this report. If more than ten vendors attach a separate sheet.
3. Specify the Federal fiscal year (i.e., October 1-September 30) in which the covered reporting period falls.
4. State the date of submission of this report.
5. Check the appropriate box that indicates the reporting period that the data provided in this report covers. For FHWA and FTA recipients, if this report is due June 1, data should cover October 1-March 31. If this report is due December 1, data should cover April 1-September 30. If the report is due to the FAA, data should cover the entire year.
6. Provide the name and address of the recipient.
7. State your overall DBE goal(s) established for the Federal fiscal year of the report being submitted to and approved by the relevant OA. Your overall goal is to be reported as well as the breakdown for specific race-conscious and race-neutral projections (both of which include gender-conscious/neutral projections). The race-conscious projection should be based on measures that focus on and provide benefits only for DBEs. The use of contract goals is a primary example of a race-conscious measure. The race-neutral projection should include measures that, while benefiting DBEs, are not solely focused on DBE firms. For example, a small business outreach program, technical assistance, and prompt payment clauses can assist a wide variety of businesses in addition to helping DBE firms.

*Section A: Awards and Commitments Made During This Period*

The amounts in items 8(A)-10(I) should include all types of prime contracts awarded and all types of subcontracts awarded or committed, including: professional or consultant services, construction, purchase of materials or supplies, lease or purchase of equipment and any other types of services. All dollar amounts are to reflect only the Federal share of such contracts and should be rounded to the nearest dollar.

Line 8: Prime contracts awarded during this period: The items on this line should correspond to the contracts directly between the recipient and a supply or service contractor, with no intermediaries between the two.

8(A). Provide the total dollar amount for all prime contracts assisted with DOT funds and awarded during this reporting period. This value should include the entire Federal share of the contracts without removing any amounts associated with resulting subcontracts.

8(B). Provide the total number of all prime contracts assisted with DOT funds and awarded during this reporting period.

8(C). From the total dollar amount awarded in item 8(A), provide the dollar amount awarded in prime contracts to certified DBE firms during this reporting period. This amount should not include the amounts sub contracted to other firms.

8(D). From the total number of prime contracts awarded in item 8(B), specify the number of prime contracts awarded to certified DBE firms during this reporting period.

8(E&F). This field is closed for data entry. Except for the very rare case of DBE-set asides permitted under 49 CFR Part 26, all prime contracts awarded to DBES are regarded as race-neutral.

8(G). From the total dollar amount awarded in item 8(C), provide the dollar amount awarded to certified DBEs through the use of race-neutral methods. See the definition of race-neutral in item 7 and the EXPLANATION FOR THE RECIPIENT in item 8 of project types to include.

8(H). From the total number of prime contracts awarded in 8(D), specify the number awarded to DBEs through race-neutral methods.

8(I). Of all prime contracts awarded this reporting period, calculate the percentage going to DBEs. Divide the dollar amount in item 8(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

Line 9: Subcontracts awarded/committed this period: Items 9(A)-9(I) are derived in the same way as items 8(A)-8(I), except that these calculations should be based on subcontracts rather than prime contracts. Unlike prime contracts, which may only be awarded, subcontracts may be either awarded or committed.

9(A). If filling out the form for general reporting, provide the total dollar amount of subcontracts assisted with DOT funds awarded or committed during this period. This value should be a subset of the total dollars awarded in prime contracts in 8(A), and therefore should never be greater than the amount awarded in prime contracts. If filling out the form for project reporting, provide the total dollar amount of subcontracts assisted with DOT funds awarded or committed during this period. This value should be a subset of the total dollars awarded or previously in prime contracts in 8(A). The sum of all subcontract amounts in consecutive periods should never exceed the sum of all prime contract amounts awarded in those periods.

9(B). Provide the total number of all subcontracts assisted with DOT funds that were awarded or committed during this reporting period.

9(C). From the total dollar amount of subcontracts awarded/committed this period in item 9(A), provide the total dollar amount awarded in subcontracts to DBEs.

9(D). From the total number of subcontracts awarded or committed in item 9(B), specify the number of subcontracts awarded or committed to DBEs.

9(E). From the total dollar amount of subcontracts awarded or committed to DBEs this period, provide the amount in dollars to DBEs using race-conscious measures.

9(F). From the total number of subcontracts awarded or committed to DBEs this period, provide the number of subcontracts awarded or committed to DBEs using race-conscious measures.

9(G). From the total dollar amount of subcontracts awarded/committed to DBEs this period, provide the amount in dollars to DBEs using race-neutral measures.

9(H). From the total number of subcontracts awarded/committed to DBEs this period, provide the number of subcontracts awarded to DBEs using race-neutral measures.

9(I). Of all subcontracts awarded this reporting period, calculate the percentage going to DBEs. Divide the dollar amount in item 9(C) by the dollar amount in item 9(A) to derive this percentage. Round percentage to the nearest tenth.

Line 10: Total contracts awarded or committed this period. These fields should be used to show the total dollar value and number of contracts awarded to DBEs and to calculate the overall percentage of dollars awarded to DBEs.

10(A)-10(B). These fields are unavailable for data entry.

10(C-H). Combine the total values listed on the prime contracts line (Line 8) with the corresponding values on the subcontracts line (Line 9).

10(I). Of all contracts awarded this reporting period, calculate the percentage going to DBEs. Divide the total dollars awarded to DBEs in item 10(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

#### *Section B: Breakdown by Ethnicity & Gender of Contracts Awarded to DBEs This Period*

11-17. Further breakdown the contracting activity with DBE involvement. The Total Dollar Amount to DBEs in 17(C) should equal the Total Dollar Amount to DBEs in 10(C). Likewise the total number of contracts to DBEs in 17(F) should equal the Total Number of Contracts to DBEs in 10(D).

Line 16: The "Non-Minority" category is reserved for any firms whose owners are not members of the presumptively disadvantaged groups already listed, but who are either "women" OR eligible for the DBE program on an individual basis. All DBE firms must be certified by the Unified Certification Program to be counted in this report.

#### *Section C: Payments on Ongoing Contracts*

Line 18(A-E). Submit information on contracts that are currently in progress. All dollar amounts are to reflect only the Federal share of such contracts, and should be rounded to the nearest dollar.

18(A). Provide the total dollar amount paid to all firms performing work on contracts.

18(B). Provide the total number of contracts where work was performed during the reporting period.

18(C). From the total number of contracts provided in 18(A) provide the total number of contracts that are currently being performed by DBE firms for which payments have been made.

18(D). From the total dollar amount paid to all firms in 18(A), provide the total dollar value paid to DBE firms currently performing work during this period.

18(E). Provide the total number of DBE firms that received payment during this reporting period. For example, while 3 contracts may be active during this period, one DBE firm may be providing supplies or services on all three contracts. This field should only list the number of DBE firms performing work.

18(F). Of all payments made during this period, calculate the percentage going to DBEs. Divide the total dollar value to DBEs in item 18(D) by the total dollars of all payments in 18(B). Round percentage to the nearest tenth.

#### *Section D: Actual Payments on Contracts Completed This Reporting Period*

*This section should provide information only on contracts that are closed during this period. All dollar amounts are to reflect the entire Federal share of such contracts, and should be rounded to the nearest dollar.*

19(A). Provide the total number of contracts completed during this reporting period that used Race Conscious measures. Race Conscious contracts are those with contract goals or another race conscious measure.

19(B). Provide the total dollar value of prime contracts completed this reporting period that had race conscious measures.

19(C). From the total dollar value of prime contracts completed this period in 19(B), provide the total dollar amount of dollars awarded or committed to DBE firms in order to meet the contract goals. This applies only to Race Conscious contracts.

19(D). Provide the actual total DBE participation in dollars on the race conscious contracts completed this reporting period.

19(E). Of all the contracts completed this reporting period using Race Conscious measures, calculate the percentage of DBE participation. Divide the total dollar amount to DBEs in item 19(D) by the total dollar value provided in 19(B) to derive this percentage. Round to the nearest tenth.

20(A)-20(E). Items 21(A)-21(E) are derived in the same manner as items 19(A)-19(E), except these figures should be based on contracts completed using Race Neutral measures.



20(C). *This field is closed.*

21(A)-21(D). *Calculate the totals for each column by adding the race conscious and neutral figures provided in each row above.*

21(C). *This field is closed.*

21(E). *Calculate the overall percentage of dollars to DBEs on completed contracts. Divide the Total DBE participation dollar value in 21(D) by the Total Dollar Value of Contracts Completed in 21(B) to derive this percentage. Round to the nearest tenth.*

23. *Name of the Authorized Representative preparing this form.*

24. *Signature of the Authorized Representative.*

25. *Phone number of the Authorized Representative.*

Corrective Actions and Schedule: No later than February 17, 2020, Valley Transit must submit to the FTA Regional Civil Rights Officer (RCRO) corrected semi-annual reports for FFY2016, FFY2017, FFY2018 and FFY2019. Valley Transit must also submit procedures to ensure that future semi-annual reports will be completed accurately.

## **11. Title VI**

Basic Requirement: The recipient must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The recipient must ensure that all transit services and related benefits are distributed in an equitable manner.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Title VI.

## **12. Americans with Disabilities Act (ADA) - General**

Basic Requirement: Titles II and III of the ADA of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the US DOT requirements for ADA – General.

### 13. ADA – Complementary Paratransit

Basic Requirement: Under 49 CFR 37.121(a), each public entity operating a fixed-route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system. “Comparability” is determined by 49 CFR 37.123-37.133. Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Finding: During this Triennial Review of Valley Transit, a deficiency was found with US DOT requirements for ADA – Complementary Paratransit.

#### ***DEFICIENCY CODE ADA-CPT5-1: Unreasonable no-show suspension***

Although Valley Transit does not enforce its no-show policy, the no-show suspension policy published in its the Paratransit System Policies & Procedures does not include adequate provisions for establishing a pattern, or practice of no-shows on the Valley Transit II (ADA Complementary Paratransit service).

#### 49 CFR 37.125 ADA paratransit eligibility: Process

- (h) *The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.*
- (1) *Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.”*
  - (2) *Before suspending service, the entity shall take the following steps:*
    - (i) *Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.*
    - (ii) *Provide the individual an opportunity to be heard and to present information and arguments;* (iii) *Provide the individual with written notification of the decision and the reasons for it.*
  - (3) *The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.*
- i. *The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.*
- (1) *The entity may require that an appeal be filed within 60 days of the denial of an individual’s application.*
  - (2) *The process shall include an opportunity to be heard and to present information and arguments, separation of functions (i.e., a decision by a person not involved with the*

*initial decision to deny eligibility), and written notification of the decision, and the reasons for it.*

- (3) *The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.*

Corrective Actions and Schedule: No later than February 17, 2020, Valley Transit must submit to the RCRO a revised policy that satisfies the regulatory requirement for imposing a suspension only after establishing that the rider has a pattern or practice of missing scheduled trips.

Subsequent to the site visit, Valley Transit eliminated the no-show policy related to ADA Paratransit Service. An updated policy was provided to FTA on September 23, 2019. This corrective action remains open pending final review by the FTA Office of Civil Rights.

#### **14. Equal Employment Opportunity**

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws. (Note: Equal Employment Opportunity Commission's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Equal Employment Opportunity.

#### **15. School Bus**

Basic Requirement: Recipients are prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for School Bus.

#### **16. Charter Bus**

Basic Requirement: Recipients are prohibited from using federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Recipients are allowed to operate community based charter services excepted under the regulations.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Charter Bus.

## **17. Drug Free Workplace Act**

Basic Requirement: Recipients are required to maintain a drug-free workplace for all award-related employees; report any convictions occurring in the workplace timely; and have an ongoing drug-free awareness program.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Drug-Free Workplace Act.

## **18. Drug and Alcohol Program**

Basic Requirement: Recipients receiving Section 5307, 5309, 5311, or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Drug and Alcohol Program.

## **19. Section 5307 Program Requirements**

Basic Requirement: For fixed-route service supported with Section 5307 assistance, fares charged seniors, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares. Recipients are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction. Recipients shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP). Recipients must annually certify that they are spending at least one percent of such funds for transit security projects or that such expenditures for security systems are not necessary. Recipients must ensure that least one percent of such funds are expended on associated transit enhancement projects.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Section 5307 Program Requirements.

## **20. Section 5310 Program Requirements**

Basic Requirement: Recipients must expend funds on eligible projects that meet the specific needs of seniors and individuals with disabilities. Projects selected for funding under the Section 5310 program must be included in a locally developed, coordinated public transit-human services transportation plan. Recipients must approve all leases of Section 5310-funded vehicles and ensure that leases include required terms and conditions. Either the recipient or subrecipient must hold title to the leased vehicles.

Finding: During this Triennial Review of Valley Transit, no deficiencies were found with the FTA requirements for Section 5310 Program Requirements.

## **21. Section 5311 Program Requirements**

Basic Requirement: Recipients must expend funds on eligible projects to support rural public transportation services and intercity bus transportation.

Finding: This section only applies to recipients that receive Section 5311 funds directly from FTA, therefore, the related requirements are not applicable to the review of Valley Transit.

## V. Summary of Findings

Review Area	Finding	Deficiency Code(s)	Corrective Action	Response Due Date	Date Closed
1. Legal	ND				
2. Financial Management and Capacity	ND				
3. Technical Capacity – Award Management	ND				
4. Technical Capacity – Program Management and Subrecipient Oversight	NA				
5. Technical Capacity – Project Management	ND				
6. Transit Asset Management	ND				
7. Satisfactory Continuing Control	ND				
8. Maintenance	ND				
9. Procurement	ND				
10. Disadvantaged Business Enterprise (DBE)	D	DBE5-1: DBE uniform reports contain inaccuracies and/or are missing required information	Valley Transit must submit to the FTA RCRO corrected semi-annual reports for FFY2016, FFY2017, FFY2018 and FFY2019. Valley Transit must also submit procedures to ensure that future semi-annual reports will be completed accurately.	02/17/2020	
11. Title VI	ND				
12. Americans With Disabilities Act (ADA) - General	ND				
13. Americans With Disabilities Act (ADA) – Complementary Paratransit	D	ADA-CPT5-1: Unreasonable no-show suspension	Valley Transit must submit to the RCRO a revised policy that satisfies the regulatory requirement for imposing a suspension only after establishing that the rider has a pattern or practice of missing scheduled trips.	02/17/2020	
14. Equal Employment Opportunity (EEO)	ND				
15. School Bus	ND				
16. Charter Bus	ND				
17. Drug-Free Workplace Act	ND				
18. Drug and Alcohol Policy	ND				
19. Section 5307 Program Requirements	ND				
20. Section 5310 Program Requirements	NA				
21. Section 5311 Program Requirements	NA				

## VI. Attendees

<b>Name</b>	<b>Title</b>	<b>Phone Number</b>	<b>E-mail Address</b>
<b><i>Valley Transit</i></b>			
Ron McDonald	General Manager	920-832-2291	ronald.mcdonald@appleton.org
Amy Erickson	Assistant GM	920-832-2295	amy.erickson@appleton.org
Debra Ebben	Admin. Services Mgr.	920-832-2292	debra.ebben@appleton.org
Dave Vickman	Operations Specialist	920-832-2297	david.vickman@appleton.org
Laura Van Hooreweghe	Paratransit Coordinator/ Operations Supervisor	920-832-2294	laura.vanhooreweghe@appleton.org
Cameron Green	Facilities Manager	920-832-5906	cameron.green@appleton.org
Kris Alberts	Facilities Support Spec.	920-832-3908	kristopher.alberts@appleton.org
Jeff Pellegrini	Maintenance Supervisor	920-832-2299	jeff.pellegrini@appleton.org
Jay Ratchman	Deputy Director HR	920-832-6427	jay.ratchman@appleton.org
<b><i>East Central Wisconsin Regional Planning Commission</i></b>			
Walt Raith	MPO Director	920-751-4770	wraith@ecqrpc.org
Kolin Erickson	Transportation Planner	920-751-4770	kerickson@ecqrpc.org
<b><i>FTA Region 5</i></b>			
Melody Hopson	Director, Program Management & Project Oversight	312-886-1611	melody.hopson@dot.gov
Hassan Dastgir	General Engineer	312-705-1280	hassan.dastgir@dot.gov
Bill Wheeler	Community Planner	312-353-2639	william.wheeler@dot.gov
Nicholas Sun (via teleconference)	Program Manager	312-705-1267	nicholas.sun@dot.gov
<b><i>Interactive Elements Inc.</i></b>			
George Pierlott	Lead Reviewer	609-304-6253	george@pierlottassociates.com

## **VII. Appendices**

No appendices included in this report.