



City of Appleton

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

Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, December 7, 2021

3:00 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting
[21-1669](#) Approval of minutes from previous meeting
Attachments: [Meeting Minutes12-Oct-2021.pdf](#)
4. **Public Hearings/Apearances**
[21-1670](#) Public Participation on Agenda Items
5. **Action Items**
[21-1671](#) Approval of Payments
Attachments: [September 2021 payments.pdf](#)
[October 2021 payments.pdf](#)
[21-1672](#) Certify Public Transportation Agency Safety Plan (PTASP)
Attachments: [VT PTASP 12.1.21.pdf](#)
[21-1673](#) Approve changes to Valley Transit Drug and Alcohol Policy
Attachments: [Valley Transit Drug Alcohol Policy.pdf](#)
[21-1674](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2022 Contingent on Outagamie County Approval
Attachments: [OUTAGAMIE CONTRACT - 2022.pdf](#)
[21-1675](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2022 Contingent on Winnebago County Approval
Attachments: [WINNEBAGO CONTRACT - 2022.pdf](#)

- [21-1676](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2022 Contingent on Calumet County Approval
Attachments: [CALUMET CONTRACT - 2022.pdf](#)
- [21-1677](#) Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2022 Contingent on City of Neenah and the Village of Fox Crossing Approval
Attachments: [NW Dial-A-Ride - 2022.pdf](#)
- [21-1678](#) Approve 2022 - 2023 Federal Section 5310 Sub-recipient Contract
Attachments: [FCTC Approve Federal Section 5310 Sub-recipient Contract rate.pdf](#)
[2022 - 2023 5310 GRANT AGREEMENT LSS final.pdf](#)

6. Information Items

- [21-1679](#) Financial Report
Attachments: [2021 September Income Statement.pdf](#)
[2021 October Income Statement.pdf](#)
- [21-1680](#) Ridership and Revenue
Attachments: [2021 September Ridership.pdf](#)
[2021 October Ridership.pdf](#)
- [21-1681](#) Request for Future Agenda Items

7. Next Meeting Date & Time

- January 11, 2022, 3:00 PM
- January 25, 2022, 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

Tuesday, October 12, 2021

3:00 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership

*In person attendees: Chairperson Dearborn, Wurdinger, Thao, Firkus, Detienne
Virtual attendees: Nau, Mahoney, Kasimor, Dexter, VandeHey*

Present: 10 - Kasimor, Dexter, VandeHey, Chairperson Dearborn, Wurdinger, Detienne,
Nau, Mahoney, Firkus and Thao

Excused: 2 - Leupold and Patza

3. Approval of minutes from previous meeting

[21-1391](#)

Approval of minutes from previous meeting

Attachments: [Meeting Minutes 24-August-2021.pdf](#)

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

4. **Public Hearings/Appearances**

[21-1392](#)

Public Participation on Agenda Items

No public participation on agenda items

5. **Action Items**

[21-1394](#)

Authorization to Award Outagamie County Rural Service Contract to Running Inc.

Attachments: [OC Award Recommendation Memo.pdf](#)

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

[21-1395](#)

Approval to Change Agency Ticket Rate

Attachments: [FCTC Approval to change Agency Ticket rate.pdf](#)

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

[21-1422](#) Authorization to award contract to SRF Consulting Group for Transit Service Planning Support

Attachments: [Award Recommendation Planning Services.pdf](#)

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

6. Information Items

[21-1393](#) Approval of Payments

Attachments: [August 2021 payments.pdf](#)

This action item was moved to information items

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

[21-1396](#) Financial Report

Attachments: [2021 August Income Statement.pdf](#)

This Presentation was presented

[21-1397](#) Ridership and Revenue

Attachments: [2021 August Ridership.pdf](#)

This Presentation was presented

[21-1398](#) Valley Transit 2022 Proposed Budget

Attachments: [2022 Valley Transit final proposed.pdf](#)

This Presentation was presented

[21-1399](#) Bus Stop Placement

This Presentation was discussed

[21-1400](#) Request for Future Agenda Items

This Presentation was discussed

7. Next Meeting Date & Time

- October 26, 2021, 3:00 PM - Cancelled
- November 9, 2021, 3:00 PM
- November 23, 2031, 3:00 PM - Cancelled

8. Adjournment

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION	
58071000		VT 5307	Admin							
58071000 620100			Training/Conferences							
000062 AMERICAN PUBLIC TRAN	63511	0	2021 9	INV	P	-795.00		pcard	Training refund	
000062 AMERICAN PUBLIC TRAN	63671	0	2021 9	INV	P	250.00		pcard	WIPTA conference	
						-545.00				
000516 FOX CITIES KIWANIS	2021 Sponsorship	0	2021 9	INV	P	250.00	091521		550226 Conference	
999990 MINNESOTA PUBLIC TRA	64384	0	2021 9	INV	P	225.00		pcard	WIPTA Conference	
999990 MINNESOTA PUBLIC TRA	64385	0	2021 9	INV	P	225.00		pcard	WIPTA Conference	
						450.00				
			ACCOUNT TOTAL			155.00				
58071000 620500			Employee Recruitment							
002158 CAREERBUILDER	CB04112534	0	2021 9	INV	P	143.44	092221		550290 August CareerBuilde	
			ACCOUNT TOTAL			143.44				
58071000 630100			Office Supplies							
001983 AMAZON	63527	0	2021 9	INV	P	17.96		pcard	office supplies	
001983 AMAZON	63675	0	2021 9	INV	P	38.78		pcard	Office supplies	
						56.74				
999990 JACKSON HIRSH INC	63535	0	2021 9	INV	P	72.21		pcard	Office supplies	
			ACCOUNT TOTAL			128.95				
58071000 630300			Memberships & Licenses							
000516 FOX CITIES KIWANIS	21-22 Membership	0	2021 9	INV	P	170.00	092921		550398 Valley Transit S. L	
001594 PETTY CASH	Sept 2021 reimburse	0	2021 9	INV	P	50.00	091521		550246 Petty cash reimburs	
			ACCOUNT TOTAL			220.00				
58071000 630400			Postage / Freight							
001594 PETTY CASH	Sept 2021 reimburse	0	2021 9	INV	P	14.62	091521		550246 Petty cash reimburs	
999990 PROAIR	EP0004091	0	2021 9	INV	P	18.00		pcard	Shop supplies and f	
			ACCOUNT TOTAL			32.62				
58071000 631603			Other Misc. Supplies							
999990 GFS STORE #2029	63529	0	2021 9	INV	P	19.99		pcard	supplies	
			ACCOUNT TOTAL			19.99				
58071000 632001			City Copy Charges							
001164 RICOH USA, INC.	9028813915	0	2021 9	INV	P	357.47	092921		550448	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION
	001164 RICOH USA, INC.	9028855929	0	2021	9	INV P	354.68	092921	550448
	001164 RICOH USA, INC.	9029020933	0	2021	9	INV P	323.23	090821	550177
							1,035.38		
						ACCOUNT TOTAL	1,035.38		
58071000	632002					Outside Printing			
	001121 QUICK PRINT CENTER,	37369	0	2021	9	INV P	540.25	pcard	Pre trip forms
	001269 SPECTRA PRINT CORPOR	208178	0	2021	9	INV P	1,216.00	091521	550258 System Maps
						ACCOUNT TOTAL	1,756.25		
58071000	640300					Bank Service Fees			
	000814 LOOMIS ARMORED US, L	12868443	0	2021	9	INV P	142.56	092221	550322 Armored Truck
						ACCOUNT TOTAL	142.56		
58071000	640800					Contractor Fees			
	001771 RED SHOES PR, INC.	2912	0	2021	9	INV P	6,058.75	090821	550174 August Marketing
	999990 SHRED-IT USA LLC	8182625706	0	2021	9	INV P	45.32	pcard	Shredding services
						ACCOUNT TOTAL	6,104.07		
58071000	641200					Advertising			
	000979 NL PRESS STAR/MULTI	24350	0	2021	9	INV P	505.00	092921	550434 2022 Outagamie ADRC
	001517 WISCONSIN MEDIA	0004071711	0	2021	9	INV P	84.52	092921	550478 Legal Publications
	001771 RED SHOES PR, INC.	2897	0	2021	9	INV P	7,500.00	090821	550174 Advertising buy
						ACCOUNT TOTAL	8,089.52		
58071000	641301					Electric			
	001575 WE ENERGIES	701172433-00271	9/21 0	2021	9	INV P	3,733.71	092921	550474 ELEC 707600246-0000
						ACCOUNT TOTAL	3,733.71		
58071000	641302					Gas			
	001575 WE ENERGIES	701172433-00271	9/21 0	2021	9	INV P	114.37	092921	550474 GAS 707600246-00001
						ACCOUNT TOTAL	114.37		
58071000	641308					Cellular Phones			
	002272 U.S. CELLULAR	0456106708	0	2021	9	INV P	237.00	pcard	Cell phones
						ACCOUNT TOTAL	237.00		
58071000	642400					Software Support			
	999990 FIRE PIXEL LLC	17120	0	2021	9	INV P	225.00	pcard	Web maintenance

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
									ACCOUNT TOTAL	225.00
									ORG 58071000 TOTAL	22,137.86
58072000									VT 5307 Vehicle Maintenance	
58072000	630901								Shop Supplies	
000035	AIRGAS USA, LLC	9981898231	0	2021	9	INV P	53.15	091521	550201 Shop supplies	
000881	MIDLAND PAPER	IN01631640	0	2021	9	INV P	578.00	092921	550428 Supplies	
001333	TARTAN SUPPLY CO., I	62796	0	2021	9	INV P	185.60	pcard	August Custodial Su	
001655	AUTOMOTIVE SUPPLY CO	011928829	0	2021	9	INV P	117.44	092921	550384 Parts, supply, sign	
001983	AMAZON	63528	0	2021	9	INV P	561.76	pcard	Shop supplies	
999990	PROAIR	EP0004091	0	2021	9	INV P	90.00	pcard	Shop supplies and f	
									ACCOUNT TOTAL	1,585.95
58072000	632200								Gas Purchases	
000763	KWIK TRIP, INC	Aug 2021 - 00237302	0	2021	9	INV P	409.23	090821	550155 Fuel	
									ACCOUNT TOTAL	409.23
58072000	632601								Repair Parts	
000006	ABC BUS, INC.	3244566	0	2021	9	INV P	692.42	092921	550378 Parts	
000089	NEW FLYER OF AMERICA	82429117	0	2021	9	INV P	1,861.76	092921	550433 Parts	
000089	NEW FLYER OF AMERICA	82429298	0	2021	9	INV P	622.24	092921	550433 Parts	
000089	NEW FLYER OF AMERICA	82467374	0	2021	9	INV P	1,708.92	090821	550161 Parts	
000089	NEW FLYER OF AMERICA	82482514	0	2021	9	INV P	82.28	092921	550433 Parts	
000089	NEW FLYER OF AMERICA	82485894	0	2021	9	INV P	634.52	092921	550433 Parts	
000089	NEW FLYER OF AMERICA	82485954	0	2021	9	INV P	318.90	092921	550433 Parts	
000089	NEW FLYER OF AMERICA	82486186	0	2021	9	INV P	5,119.80	092921	550433 Parts	
							10,348.42			
001595	JX TRUCK CENTER	2466143P	0	2021	9	INV P	227.32	092921	550409 Parts	
001595	JX TRUCK CENTER	2467308P	0	2021	9	INV P	5,112.40	092921	550409 Parts	
							5,339.72			
001655	AUTOMOTIVE SUPPLY CO	011928279	0	2021	9	INV P	45.20	092921	550384 Parts	
001655	AUTOMOTIVE SUPPLY CO	011928368	0	2021	9	INV P	214.80	092921	550384 Parts	
001655	AUTOMOTIVE SUPPLY CO	011928829	0	2021	9	INV P	2,057.04	092921	550384 Parts, supply, sign	
							2,317.04			
999990	PROAIR	EP0003591	0	2021	9	INV P	91.65	pcard	Parts	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
			ACCOUNT TOTAL						18,789.25
58072000 632700			Miscellaneous Equipment						
001791 RADIO ENGINEERING IN	477433	0	2021 9	INV	P			Camera	1,305.93 pcard
002376 HOTSY CLEANING SYSTE	137652	0	2021 9	INV	P			Pressure washer	2,692.90 pcard
			ACCOUNT TOTAL						3,998.83
58072000 641700			Vehicle Repairs & Maint						
001595 JX TRUCK CENTER	2416097S	0	2021 9	INV	P	090821		550151 Vehicle repairs	406.25
001595 JX TRUCK CENTER	2416098S	0	2021 9	INV	P	090821		550151 Bus repairs	406.25
001595 JX TRUCK CENTER	2416099S	0	2021 9	INV	P	090821		550151 Bus repairs	406.25
									1,218.75
001597 NOLTE'S TOWING	21-150005	0	2021 9	INV	P	090821		550162 coach 2131	130.00
002083 TRANSPORT REFRIGERAT	0543174-100	0	2021 9	INV	P	092921		550460 AC repairs	1,443.61
			ACCOUNT TOTAL						2,792.36
58072000 641800			Equip Repairs & Maint						
001392 U.S. VENTURE, INC	140859	0	2021 9	INV	P	092921		550461 Equipment repair	286.40
			ACCOUNT TOTAL						286.40
58072000 642400			Software Support						
000339 CUMMINS ALLISON CORP I-	0000056885	0	2021 9	INV	P			Software maintenanc	720.00 pcard
			ACCOUNT TOTAL						720.00
			ORG 58072000 TOTAL						28,582.02
58073000			VT 5307 Building Maintenance						
58073000 645100			Laundry Services						
000274 CINTAS CORPORATION	63525	0	2021 9	INV	P			Mats - multiple inv	485.64 pcard
000274 CINTAS CORPORATION	63526	0	2021 9	INV	P			Mats - multiple inv	101.49 pcard
000274 CINTAS CORPORATION	64378	0	2021 9	INV	P			Mats - multiple inv	809.40 pcard
000274 CINTAS CORPORATION	64379	0	2021 9	INV	P			Mats - multiple inv	135.32 pcard
									1,531.85
			ACCOUNT TOTAL						1,531.85
58073000 659900			Other Contracts/Obligation						
002401 CLEAN POWER, LLC	132071	0	2021 9	INV	P	092921		550389 ALL-September, 2021	844.04
			ACCOUNT TOTAL						844.04
58073000 680300 1800			Buildings						
000852 NORTHSTAR ENVIRONMEN	210-866	0	2021 9	INV	P	092921		550437 Environmental testi	4,210.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
									ACCOUNT TOTAL	4,210.00
									ORG 58073000 TOTAL	6,585.89
58074000									VT 5307 Operations	
58074000	632200								Gas Purchases	
001608	GARROW OIL CORPORATI	961689	210613	2021	9	INV P		090821	550139 #2 Ultra Low Sulfur	15,763.65
									ACCOUNT TOTAL	15,763.65
58074000	632602								Tires	
001996	MATTHEWS TIRE, INC.	535371	0	2021	9	INV P		092921	550425 Tires	509.92
001996	MATTHEWS TIRE, INC.	537366	0	2021	9	INV P		092921	550425 Tires	35.76
001996	MATTHEWS TIRE, INC.	537416	0	2021	9	INV P		092921	550425 Tires	184.17
001996	MATTHEWS TIRE, INC.	79675	0	2021	9	INV P		092921	550425 Tire service	375.00
001996	MATTHEWS TIRE, INC.	79901	0	2021	9	INV P		092921	550425 Tire service	64.00
001996	MATTHEWS TIRE, INC.	79932	0	2021	9	INV P		092921	550425 Tire service	160.00
001996	MATTHEWS TIRE, INC.	80244	0	2021	9	INV P		092921	550425 Tire service	64.00
001996	MATTHEWS TIRE, INC.	80276	0	2021	9	INV P		092921	550425 Tire service	682.50
001996	MATTHEWS TIRE, INC.	80372	0	2021	9	INV P		092921	550425 Tire service	30.00
										2,105.35
									ACCOUNT TOTAL	2,105.35
58074000	632800								Signs	
001042	PACKER FASTENER AND	63683	0	2021	9	INV P		pcard	Sign project	80.68
001042	PACKER FASTENER AND	63684	0	2021	9	INV P		pcard	Sign project	96.72
										177.40
001607	GRAINGER, INC.	826694689	0	2021	9	INV P		pcard	Sign project	193.78
001607	GRAINGER, INC.	9041249880	0	2021	9	INV P		pcard	Sign project	322.02
001607	GRAINGER, INC.	9043695379	0	2021	9	INV P		pcard	Sign project	495.81
001607	GRAINGER, INC.	9052859163	0	2021	9	INV P		pcard	Sign project	2,242.00
001607	GRAINGER, INC.	9059919895	0	2021	9	INV P		pcard	Sign project	55.50
001607	GRAINGER, INC.	9064683585	0	2021	9	INV P		pcard	Sign project	57.49
										3,366.60
001655	AUTOMOTIVE SUPPLY CO	011928829	0	2021	9	INV P		092921	550384 Parts, supply, sign	82.81
001983	AMAZON	63676	0	2021	9	INV P		pcard	Sign project	205.73
001983	AMAZON	63677	0	2021	9	INV P		pcard	Sign project	617.19
										822.92
									ACCOUNT TOTAL	4,449.73
58074000	640800								Contractor Fees	
002229	STAR PROTECTION AND	202661	0	2021	9	INV P		092921	550454 Security Services 8	3,914.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	CHECK RUN CHECK	DESCRIPTION
				ACCOUNT TOTAL		3,914.00
58074000 643000	001588 THEDACARE, INC.	312466	0	Health Services 2021 9 INV P	98.60 092921	550457 DOT Physicals
				ACCOUNT TOTAL		98.60
				ORG 58074000 TOTAL		26,331.33
58075000			VT 5307 ADA	Paratransit		
58075000 640800	001186 RUNNING, INC.	24916	0	Contractor Fees 2021 9 INV P	108,051.60 091521	550255 August VTII, Elderl
				ACCOUNT TOTAL		108,051.60
				ORG 58075000 TOTAL		108,051.60
58076000			VT 5307	Ancillary Paratransit		
58076000 640800 1806	001186 RUNNING, INC.	24916	0	Contractor Fees 2021 9 INV P	2,589.95 091521	550255 August VTII, Elderl
				ACCOUNT TOTAL		2,589.95
58076000 640800 1807	001186 RUNNING, INC.	24916	0	Contractor Fees 2021 9 INV P	205.50 091521	550255 August VTII, Elderl
				ACCOUNT TOTAL		205.50
58076000 640800 1808	000750 KOBUSSEN BUSES, LTD	56283	0	Contractor Fees 2021 9 INV P	36,095.66 091521	550232 August Employment T
				ACCOUNT TOTAL		36,095.66
58076000 640800 1809	000750 KOBUSSEN BUSES, LTD	56264	0	Contractor Fees OC Demand Resp 2021 9 INV P	18,597.24 091521	550232 OC Rural August Ser
				ACCOUNT TOTAL		18,597.24
58076000 640800 1810	001186 RUNNING, INC.	24919	0	Contractor Fees - OC TANF 2021 9 INV P	204.00 091521	550255 August OCHST Servic
				ACCOUNT TOTAL		204.00
58076000 640800 1813				Contractor Fees-Neenah DAR		
000528 FOX VALLEY CAB	4000ac2957a		0	2021 9 INV P	661.50 092921	550399 NWDAR August servic
000528 FOX VALLEY CAB	4000ac2959a		0	2021 9 INV P	5,376.00 092921	550399 NWDAR August servic
000528 FOX VALLEY CAB	4000ac2962a		0	2021 9 INV P	136.50 092921	550399 NWDAR August servic
					6,174.00	
				ACCOUNT TOTAL		6,174.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/9 TO 2021/9									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
58076000 640800 1819 001186 RUNNING, INC.	24917	0	2021 9	INV	P			Contractor Fees-Connectr Hours	
						17,580.50	091521	550255 August Connector Se	
						ACCOUNT TOTAL		17,580.50	
58076000 640800 1820 001186 RUNNING, INC.	24917	0	2021 9	INV	P			Contractor Fees-Connector Area	
						5,478.50	091521	550255 August Connector Se	
						ACCOUNT TOTAL		5,478.50	
58076000 640800 1821 000774 LAMERS BUS LINES, IN 582907 000774 LAMERS BUS LINES, IN 583251 000774 LAMERS BUS LINES, IN 583252 000774 LAMERS BUS LINES, IN 583253		0	2021 9	INV	P			Contractor Fees-Trolley	
						2,490.88	092921	550416 Trolley Service	
						1,342.74	092921	550416 Trolley Service	
						2,296.28	092921	550416 Trolley Service	
						2,043.30	092921	550416 Trolley Service	
						8,173.20			
						ACCOUNT TOTAL		8,173.20	
						ORG 58076000 TOTAL		95,098.55	
58079000 58079000 640800 002401 CLEAN POWER, LLC	132564	0	2021 9	INV	P			VT COVID-19 Response Contractor Fees	
						3,104.15	090821	550127 August bus cleaning	
						ACCOUNT TOTAL		3,104.15	
58079000 659900 999990 ZOOM.US 888-799-9666	63606	0	2021 9	INV	P			Other Contracts/Obligation	
						10.00	pcard	Monthly charge	
						ACCOUNT TOTAL		10.00	
						ORG 58079000 TOTAL		3,114.15	
FUND 580 Valley Transit						TOTAL:		289,901.40	

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION	
58071000		VT 5307	Admin							
58071000	620100		Training/Conferences							
999990	RADISSON HARBORVIEW	65572	0	2021	10	INV	P	387.00	pcard	Conference
999990	WISCONSIBS	65580	0	2021	10	INV	P	50.00	pcard	Meeting
999990	WISCONSIBS	65581	0	2021	10	INV	P	50.00	pcard	Meeting
								487.00		
			ACCOUNT TOTAL					487.00		
58071000	620500		Employee Recruitment							
002694	RNS COMMUNICATIONS I	21-56208	0	2021	10	INV	P	350.00	101321	550656 Driver recruitment
			ACCOUNT TOTAL					350.00		
58071000	630100		Office Supplies							
999990	QUILL CORPORATION	19797866	0	2021	10	INV	P	80.32	pcard	office supplies
999990	QUILL CORPORATION	19810603	0	2021	10	INV	P	220.86	pcard	Office supplies
999990	QUILL CORPORATION	20015438	0	2021	10	INV	P	226.06	pcard	Office supplies
999990	QUILL CORPORATION	20015438	0	2021	10	INV	P	-56.13	pcard	office supplies - c
999990	QUILL CORPORATION	20034609	0	2021	10	INV	P	18.99	pcard	Office supplies
999990	QUILL CORPORATION	20034875	0	2021	10	INV	P	17.89	pcard	Office supplies
999990	QUILL CORPORATION	20057267	0	2021	10	INV	P	76.47	pcard	office supplies
999990	QUILL CORPORATION	20151583	0	2021	10	INV	P	74.40	pcard	Office supplies
999990	QUILL CORPORATION	20165514	0	2021	10	INV	P	29.56	pcard	Office supplies
								688.42		
			ACCOUNT TOTAL					688.42		
58071000	630200		Subscriptions							
000999	NORTHERN MUSICAST, I	64412	0	2021	10	INV	P	135.00	pcard	Subscription
999990	GAN*WINEWSPAPERCIRC	64414	0	2021	10	INV	P	84.75	pcard	Subscription
			ACCOUNT TOTAL					219.75		
58071000	630400		Postage / Freight							
000089	NEW FLYER OF AMERICA	82445635	0	2021	10	INV	P	50.00	102721	550886 Parts
001583	UNITED STATES POSTAL	65574	0	2021	10	INV	P	45.96	pcard	FCTC packets
			ACCOUNT TOTAL					95.96		
58071000	630500		Awards & Recognition							
001198	SAM'S CLUB	65643	0	2021	10	INV	P	136.56	pcard	Employee recognitio
999990	JIMMY JOHNS # 446 -	65698	0	2021	10	INV	P	175.41	pcard	Employee recognitio
999990	JIMMY JOHNS # 446 -	65699	0	2021	10	INV	P	175.41	pcard	Employee recognitio
999990	JIMMY JOHNS # 446 -	65700	0	2021	10	INV	P	175.41	pcard	Employee recognitio
								526.23		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
ACCOUNT TOTAL						662.79			
58071000 630700									
000763 KWIK TRIP, INC	65701	0	2021 10	INV	P	25.76	pcard		Employee appreciati
999990 MAD APPLE BURGER & B	65695	0	2021 10	INV	P	46.30	pcard		New supervisor
999990 CAMERON S COFFEE	65697	0	2021 10	INV	P	283.84	pcard		Provisions
						330.14			
ACCOUNT TOTAL						355.90			
58071000 632001									
001164 RICOH USA, INC.	9029106965	0	2021 10	INV	P	392.66	102721	550903	
ACCOUNT TOTAL						392.66			
58071000 632700									
001264 SOMMERVILLE FLAG	65706	0	2021 10	INV	P	324.00	pcard		Flags
ACCOUNT TOTAL						324.00			
58071000 632800									
001942 APPLETON SIGN COMPAN	211031-1	0	2021 10	INV	P	720.00	102721	550829	Production & instal
001942 APPLETON SIGN COMPAN	211137-1	0	2021 10	INV	P	180.00	102721	550829	Production & Instal
						900.00			
ACCOUNT TOTAL						900.00			
58071000 640300									
000814 LOOMIS ARMORED US, L	12878988	0	2021 10	INV	P	142.56	100621	550531	Armored Services
ACCOUNT TOTAL						142.56			
58071000 640400									
000238 CARLSON DETTMANN CON	235568	0	2021 10	INV	P	275.00	102721	550835	Evaluation
ACCOUNT TOTAL						275.00			
58071000 640800									
001771 RED SHOES PR, INC.	2926	0	2021 10	INV	P	3,090.00	101321	550652	September marketing
ACCOUNT TOTAL						3,090.00			
58071000 641200									
001517 WISCONSIN MEDIA	0004016266	0	2021 10	INV	P	213.32	101321	550689	Advertising
001771 RED SHOES PR, INC.	2927	0	2021 10	INV	P	2,500.00	101321	550652	october ads
ACCOUNT TOTAL						2,713.32			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58071000 641301	001575 WE ENERGIES	701172433-00271	1021 0	2021 10	INV	P	3,681.64	102721	550928	ELEC 707600246-0000
							ACCOUNT TOTAL			3,681.64
58071000 641302	001575 WE ENERGIES	701172433-00271	1021 0	2021 10	INV	P	140.11	102721	550928	GAS 707600246-00001
							ACCOUNT TOTAL			140.11
58071000 642400	999990 FIRE PIXEL LLC	65576	0	2021 10	INV	P	225.00	pcard		Web service
							ACCOUNT TOTAL			225.00
58071000 659900	999990 SQ *RECYCLETHATSTUF	65681	0	2021 10	INV	P	40.00	pcard		Recycling charge
							ACCOUNT TOTAL			40.00
58071000 680401 1800	002593 TRANSTRACK	inv00.698	210742	2021 10	INV	P	8,600.00	102021	550794	TransTrack Software
	002593 TRANSTRACK	inv00.737	210742	2021 10	INV	P	8,500.00	102021	550794	TransTrack Software
	002593 TRANSTRACK	inv00.764	210742	2021 10	INV	P	14,500.00	102021	550794	TransTrack Software
	002593 TRANSTRACK	inv00.785	210742	2021 10	INV	P	9,750.00	102021	550794	TransTrack Software
	002593 TRANSTRACK	inv00.814	210742	2021 10	INV	P	24,200.00	102021	550794	TransTrack Software
							65,550.00			
							ACCOUNT TOTAL			65,550.00
							ORG 58071000 TOTAL			80,334.11
58072000	58072000 630901									VT 5307 vehicle Maintenance
	000035 AIRGAS USA, LLC	9982635311	0	2021 10	INV	P	52.80	102721	550826	Shop supplies
	000615 HARTLAND LUBRICANTS	SI222149	0	2021 10	INV	P	1,539.56	101321	550624	DEF - Shop supplies
	001194 SAFETY-KLEEN	87038373	0	2021 10	INV	P	433.82	101321	550657	Shop supplies
	001607 GRAINGER, INC.	9062210126	0	2021 10	INV	P	-55.50	pcard		Credit for supplies
	001607 GRAINGER, INC.	9065153539	0	2021 10	INV	P	3.24	pcard		Shop supplies
	001607 GRAINGER, INC.	9069706225	0	2021 10	INV	P	22.72	pcard		Supplies
							-29.54			
	999990 TARTAN SUPPLY CO LLC	431934	0	2021 10	INV	P	260.46	pcard		Sept custodial supp
							ACCOUNT TOTAL			2,257.10

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
001607 GRAINGER, INC.	9092898874	0	2021 10	INV	P	178.47		pcard	Parts
002119 BALL AUTO AND TRUCK	65680	0	2021 10	INV	P	1,499.94		pcard	Parts
ACCOUNT TOTAL						50,249.30			
58072000 632700			Miscellaneous Equipment						
001901 DOUBLEMAP, INC.	CINV-007787	0	2021 10	INV	P	1,350.00	101321		550610 Hardware
ACCOUNT TOTAL						1,350.00			
58072000 641700			Vehicle Repairs & Maint						
001595 JX TRUCK CENTER	2416115S	0	2021 10	INV	P	406.25	102721		550872 Service
ACCOUNT TOTAL						406.25			
58072000 642400			Software Support						
000172 BAYCOM, INC.	SRVCE00.35790	0	2021 10	INV	P	1,320.00	102021		550700 Service Agreement
000561 GENFARE, DIVISION OF	90177311	0	2021 10	INV	P	1,206.55	101321		550620 Farebox support mai
ACCOUNT TOTAL						2,526.55			
58072000 643000			Health Services						
001588 THEDACARE, INC.	313116	0	2021 10	INV	P	174.25	102721		550912 DOT Physicals
ACCOUNT TOTAL						174.25			
58072000 645100			Laundry Services						
001396 UNIFIRST CORPORATION	65577	0	2021 10	INV	P	169.55		pcard	Uniforms - multiple
001396 UNIFIRST CORPORATION	65645	0	2021 10	INV	P	449.89		pcard	Uniforms & Laundry
						619.44			
ACCOUNT TOTAL						619.44			
ORG 58072000 TOTAL						58,273.70			
58073000			VT 5307 Building Maintenance						
58073000 640700			Solid waste/Recycling Pickup						
999990 GFL ENVIRONMENTAL IN	U30000030738	0	2021 10	INV	P	179.00		pcard	Trash - Sept
999990 GFL ENVIRONMENTAL IN	U30000032472	0	2021 10	INV	P	104.00		pcard	Sept recycling
999990 GFL ENVIRONMENTAL IN	U30000034292	0	2021 10	INV	P	179.00		pcard	Trash Oct
999990 GFL ENVIRONMENTAL IN	U30000036020	0	2021 10	INV	P	104.00		pcard	Oct recycling
						566.00			
ACCOUNT TOTAL						566.00			
58073000 645100			Laundry Services						
000274 CINTAS CORPORATION	65635	0	2021 10	INV	P	323.76		pcard	Mats
000274 CINTAS CORPORATION	65636	0	2021 10	INV	P	67.66		pcard	Mats

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION		
										391.42
								ACCOUNT TOTAL		391.42
58073000 659900								Other Contracts/Obligation		
002401 CLEAN POWER, LLC	133714	0	2021 10	INV	P	844.04	101321	550602 ALL-October, 2021 J		
								ACCOUNT TOTAL		844.04
								ORG 58073000 TOTAL		1,801.46
58074000								VT 5307 Operations		
58074000 632101								Uniforms		
000316 COONEY'S EMBROIDERY	18597	0	2021 10	INV	P	1,195.00	101321	550604 Uniforms		
001396 UNIFIRST CORPORATION	65577	0	2021 10	INV	P	205.02	pcard	Uniforms - multiple		
001396 UNIFIRST CORPORATION	65645	0	2021 10	INV	P	283.44	pcard	Uniforms & Laundry		
										488.46
								ACCOUNT TOTAL		1,683.46
58074000 632200								Gas Purchases		
000763 KWIK TRIP, INC	Sept 2021 00237302	0	2021 10	INV	P	753.46	101321	550630 Fuel		
001608 GARROW OIL CORPORATI	964839	210658	2021 10	INV	P	17,147.11	100621	550514 #2 Ultra Low Sulfur		
001608 GARROW OIL CORPORATI	968095	210699	2021 10	INV	P	17,575.90	102021	550736 #2 Ultra Low Sulfur		
001608 GARROW OIL CORPORATI	971715	210733	2021 10	INV	P	19,252.24	102021	550736 #2 Ultra Low Sulfur		
										53,975.25
								ACCOUNT TOTAL		54,728.71
58074000 632602								Tires		
001926 GOODYEAR TIRE AND RU	9802770383	210167	2021 10	INV	P	3,339.55	100621	550518 Bus tire lease prog		
001926 GOODYEAR TIRE AND RU	9803726922	210167	2021 10	INV	P	2,955.49	102721	550859 Bus tire lease prog		
001926 GOODYEAR TIRE AND RU	9803726923	210167	2021 10	INV	P	723.80	102721	550859 Bus tire lease prog		
										7,018.84
001996 MATTHEWS TIRE, INC.	80744	0	2021 10	INV	P	192.00	102721	550879 Tire repair		
								ACCOUNT TOTAL		7,210.84
58074000 632800								Signs		
001042 PACKER FASTENER AND	64617	0	2021 10	INV	P	16.36	pcard	Sign project		
001042 PACKER FASTENER AND	64618	0	2021 10	INV	P	112.27	pcard	Sign project		
										128.63
								ACCOUNT TOTAL		128.63

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58074000 640800				Contractor Fees					
002229 STAR PROTECTION AND	202690	0	2021 10	INV	P	3,579.25	101321		550661 Security services 9
002229 STAR PROTECTION AND	202730	0	2021 10	INV	P	3,914.00	102721		550908 Security services 9
						7,493.25			
				ACCOUNT TOTAL		7,493.25			
58074000 643000				Health Services					
001588 THEDACARE, INC.	313116	0	2021 10	INV	P	144.50	102721		550912 DOT Physicals
				ACCOUNT TOTAL		144.50			
				ORG 58074000 TOTAL		71,389.39			
58075000				Paratransit					
58075000 632002		VT 5307 ADA		Outside Printing					
001121 QUICK PRINT CENTER,	37516	0	2021 10	INV	P	748.50	pcard		Brochures - VTII
				ACCOUNT TOTAL		748.50			
58075000 640800				Contractor Fees					
001186 RUNNING, INC.	25039	0	2021 10	INV	P	116,387.90	102021		550782 September VTII, Eld
				ACCOUNT TOTAL		116,387.90			
58075000 641308				Cellular Phones					
001442 VERIZON WIRELESS SER	9887771806	0	2021 10	INV	P	750.73	pcard		Data plan
				ACCOUNT TOTAL		750.73			
				ORG 58075000 TOTAL		117,887.13			
58076000				Ancillary Paratransit					
58076000 640800 1806		VT 5307		Contractor Fees					
001186 RUNNING, INC.	25039	0	2021 10	INV	P	3,060.85	102021		550782 September VTII, Eld
				ACCOUNT TOTAL		3,060.85			
58076000 640800 1807				Contractor Fees					
001186 RUNNING, INC.	25039	0	2021 10	INV	P	171.25	102021		550782 September VTII, Eld
				ACCOUNT TOTAL		171.25			
58076000 640800 1808				Contractor Fees					
000750 KOBUSSEN BUSES, LTD	56903	0	2021 10	INV	P	34,395.77	102021		550756 September Employmen
				ACCOUNT TOTAL		34,395.77			
58076000 640800 1809				Contractor Fees OC Demand Resp					
000750 KOBUSSEN BUSES, LTD	56872	0	2021 10	INV	P	19,184.37	102021		550756 September Rural ser

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
			ACCOUNT TOTAL			19,184.37			
58076000 640800 1810 001186 RUNNING, INC.	25040	0	Contractor Fees - OC TANF 2021 10 INV P			1,768.00	102021		550782 September OCHST ser
			ACCOUNT TOTAL			1,768.00			
58076000 640800 1813 000528 FOX VALLEY CAB 000528 FOX VALLEY CAB 000528 FOX VALLEY CAB	4000ac3019a 4000ac3021a 4000ac3082a	0 0 0	Contractor Fees-Neenah DAR 2021 10 INV P 2021 10 INV P 2021 10 INV P			913.50 6,016.50 147.00	102021 102021 102021		550735 September DAR - Fox 550735 September DAR - Nee 550735 September DAR - Her
						7,077.00			
			ACCOUNT TOTAL			7,077.00			
58076000 640800 1818 001621 CALUMET COUNTY 001621 CALUMET COUNTY	August 2021 September 2021	0 0	Contractor Fees-CC Rural 2021 10 CRM P 2021 10 INV P			-258.58 2,278.20	102021 102021		550706 August van service 550706 September van servi
						2,019.62			
			ACCOUNT TOTAL			2,019.62			
58076000 640800 1819 001186 RUNNING, INC.	25041	0	Contractor Fees-Connectr Hours 2021 10 INV P			19,754.00	102021		550782 September Connector
			ACCOUNT TOTAL			19,754.00			
58076000 640800 1820 001186 RUNNING, INC.	25041	0	Contractor Fees-Connector Area 2021 10 INV P			5,361.25	102021		550782 September Connector
			ACCOUNT TOTAL			5,361.25			
			ORG 58076000 TOTAL			92,792.11			
58079000 58079000 640800 002401 CLEAN POWER, LLC	133360	0	VT COVID-19 Response Contractor Fees 2021 10 INV P			3,117.10	101321		550602 Bus cleaning
			ACCOUNT TOTAL			3,117.10			
58079000 659900 999990 ZOOM.US 888-799-9666	65571	0	Other Contracts/Obligation 2021 10 INV P			10.00	pcard		Teleconferencing se
			ACCOUNT TOTAL			10.00			
			ORG 58079000 TOTAL			3,127.10			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/10 TO 2021/10	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
FUND 580 Valley Transit			TOTAL:		425,605.00					

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



Valley Transit

CONNECTING THE **FOX CITIES**

Public Transportation Agency Safety Plan

LAST UPDATED December 1, 2021

This page intentionally left blank.

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN for Valley Transit

Transit Agency Information

Transit Agency	Name		Address
	Valley Transit		801 S Whitman Avenue
Accountable Executive	Name		Title
	Ron McDonald		General Manager
Chief Safety Officer	Name		Title
	Amy Erickson		Assistant General Manager
Mode(s) of Service Covered by This Plan:		List All FTA Funding Types (e.g., 5307, 5337, 5339):	
Fixed Route-Directly Operated		5307	
Paratransit-Contracted		5307	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)			
Fixed Route-Directly Operated			
Paratransit- Contracted			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No	Description of Arrangement(s)
		X	
Transit Agency(ies) or Entity(ies) for Which Service Is Provided	Name		Address

Plan Development, Approval, and Updates

Signature by the Accountable Executive	Name		Date of Signature
	Ron McDonald		
	Signature		
Approval by Board of Directors (or Equivalent)	Approving Entity		Date of Approval
	Fox Cities Transit Commission		
	Signatures		
	George Dearborn-Chairperson		
	Mike Patza		
	Maggie Mahoney		
	Larry Wurdinger		
	Alderson Brad Firkus		
Richard Detienne			
Carol Kasimor			

Table of Contents

Transit Agency Information	3
Plan Development, Approval, and Updates.....	3
Activity Log.....	4
Background	7
1 SAFETY POLICIES AND PROCEDURES	8
1.1 COMMITMENT TO SAFETY.....	8
1.2 ANNUAL PTASP REVIEW AND UPDATE	9
1.3 ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES.....	9
2 SAFETY RISK MANAGEMENT (SRM)	10
2.1 HAZARD IDENTIFICATION.....	10
2.1.1 Non-Punitive Reporting Policy	11
2.2 RISK ASSESSMENT	11
2.3 RISK MITIGATION	11
2.4 PRIORITIZE SAFETY RISKS	12
3 SAFETY ASSURANCE	12
3.1 DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES	12
3.2 DEFINING SAFETY PERFORMANCE MEASURES.....	13
3.2.1 Metrics	13
3.3 MONITORING PERFORMANCE AND EVALUATING RESULTS.....	14
3.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESSES.....	14
3.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM.....	15
4 SAFETY PROMOTION.....	15
4.1 SAFETY PROMOTION, CULTURE AND TRAINING.....	15
4.1.1 Safety Culture.....	16
4.1.2 Training	16
APPENDICES	17
Appendix A – Staff Safety Roles and Responsibilities	
Appendix B – Safety Assessment and System Review	
Appendix C – Facility Safety and Security Assessment	
Appendix D – Risk Assessment Matrix	
Appendix E – Hazard Assessment Log	

Appendix F – Prioritized Safety Risk Log
Appendix G – Safety Performance Matrix
Appendix H – Safety Performance Outline

Background

The Moving Ahead for Progress in the 21st Century (MAP-21) Act grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transit Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21’s grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry towards a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan (“national safety plan”).

The PTASP for **Valley Transit (VT)** supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21. The PTASP for **Valley Transit (VT)** addresses the following elements, outlined in **Table 1** (below):

<input type="checkbox"/> Safety Management Policy Statement:	A policy statement establishing senior management commitment to continual safety improvement, signed by the executive accountable for the operation of the agency and the board of directors.
<input type="checkbox"/> Document Control:	A description of the regular annual process used to review and update the plan including a timeline for implementation of the process.
<input type="checkbox"/> Core Safety Responsibilities:	A description of the responsibilities, accountabilities, and authority of the accountable executive, the key safety officers, and key members of the safety management team.
<input type="checkbox"/> Safety Training Program:	A description of the comprehensive safety training program for agency staff that ensures that staff are trained and competent to perform their safety duties.
<input type="checkbox"/> Safety Risk Management:	A description of the formal processes the agency uses to identify hazards, analyze and assess safety risks, and develop, implement and evaluate risk controls.
<input type="checkbox"/> Safety Risks:	A description the most serious safety risks to the public, personnel and property.
<input type="checkbox"/> Risk Control:	A description of the risk control strategies and actions that the agency will undertake to minimize exposure of the public, personnel and property to hazards, including a schedule for implementing the risk control strategies and the primary entity responsible for each strategy.
<input type="checkbox"/> Safety Assurance:	A list of defined safety performance indicators for reach priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.
<input type="checkbox"/> Desired Safety Outcomes:	A description of desired safety outcomes for each risk using the measurable safety performance indicators established.

Table 1: Elements of a Public Transportation Agency Safety Plan (PTASP)

1 SAFETY POLICIES AND PROCEDURES

1.1 COMMITMENT TO SAFETY

Policy Statement

The management of safety is one of our core business functions. **Valley Transit** is committed to developing, implementing, maintaining, and constantly improving processes to ensure that all our transit service delivery activities take place under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting established standards.

All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the Accountable Executive.

Valley Transit commits to:

- Support the management of safety through the provision of appropriate resources, that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization.
- Integrate the management of safety among the primary responsibilities of all managers and employees.
- Clearly define for all staff, managers, and employees, their accountabilities, and responsibilities for the delivery of the organization's safety performance and the performance of our Safety Management System (SMS).
- Establish and operate hazard identification and analysis, and safety risk assessment activities, including an employee safety reporting program as a fundamental source for safety concerns and hazard identification, in order to eliminate or mitigate the safety risk of the consequences of hazards resulting from our operations or activities to a point which is consistent with our acceptable level of safety performance.
- Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Comply with, and wherever possible exceed, legislative and regulatory requirements and standards.
- Ensure that sufficient skilled and trained human resources are available to implement safety management processes.
- Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills.
- Establish and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets.

- Continually improve our safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
- Ensure externally supplied systems and services to support our operations are delivered meeting our safety performance standards.

1.2 ANNUAL PTASP REVIEW AND UPDATE

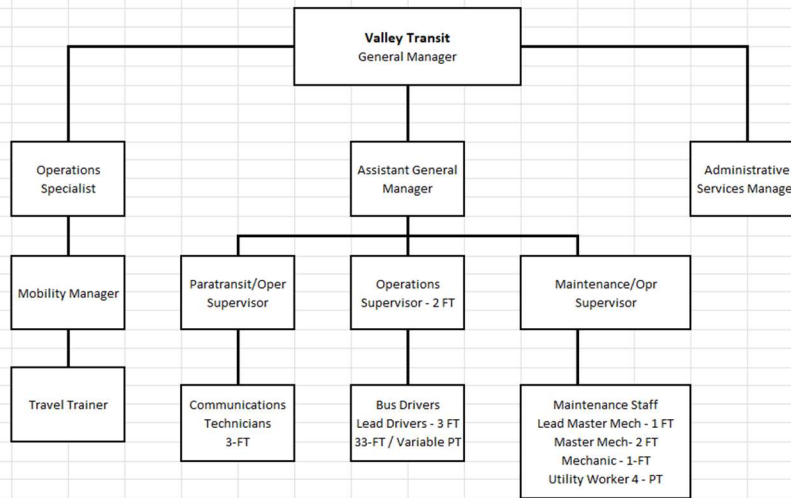
Valley Transit (VT) management will review the PTASP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At minimum, annual self-certification will consist of the Accountable Executive signing and dating this document.

Annual review of the PTASP will be conducted by **Valley Transit (VT)** by **December 1** of each calendar year. Necessary updates outside the annual update window may be handled as PTASP addenda. Reviews of the PTASP and any subsequent updates, addenda, adoption, and distribution activities will be documented in the PTASP Activity Log at the beginning of this document.

1.3 ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES

While the Accountable Executive has the ultimate responsibility for **Valley Transit's** implementation of its PTASP, **Valley Transit's** executive management has the overall responsibility of safe and secure operations of **Valley Transit** and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on the employee's position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (Appendix A) describes each position and general system safety responsibilities, and the agency's reporting structure.



2 SAFETY RISK MANAGEMENT (SRM)

2.1 HAZARD IDENTIFICATION

Establishing an effective hazard identification program is fundamental to safety management at **Valley Transit**. Hazard identification can be reactive or proactive in nature: safety event reporting, incident investigation, and trend monitoring are essentially reactive; other hazard identification methods proactively seek feedback through data collection, observation, and day-to-day operations analysis. Common hazard identification activities may include:

- Safety assessments
- Trend monitoring
- Hazard and safety event reporting
- Safety surveys
- Safety audits
- Evaluating customer suggestions and complaints

The number of near misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. **Valley Transit** employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

2.1.1 Non-Punitive Reporting Policy

Valley Transit is committed to the safest transit operating standards practicable. To achieve this, it is imperative that **Valley Transit** have uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

Valley Transit will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by **Valley Transit** from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

Valley Transit's method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

2.2 RISK ASSESSMENT

Once a hazard has been identified, **Valley Transit** will conduct an assessment to determine the potential consequences. Factors to be considered are the likelihood of occurrence, the severity of the consequences (should there be an occurrence), and the level of exposure to the hazard. **Valley Transit** will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by **Valley Transit** to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

2.3 RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. **Valley Transit** will further manage risk by completing a **Hazard Assessment Log (Appendix E)** that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

In general, **Valley Transit** will take the following safety actions to mitigate risk – these actions can be categorized into three broad categories, including:

- 1. Physical Defenses:**

These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.)

- 2. Administrative Defenses:**

These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.)

- 3. Behavioral Defenses:**

These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g. the *Zero in Wisconsin* campaign)

2.4 PRIORITIZE SAFETY RISKS

Once a hazard has been identified and the risk level assessed, **Valley Transit** will prioritize safety risks.

3 SAFETY ASSURANCE

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively and that **Valley Transit** is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly. Having decided on the metrics by which success will be measured, safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

3.1 DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy for **Valley Transit**. Clearly defining safety goals is the first part in creating a safety performance measurement system.

Safety goals are general descriptions of desirable long-term impacts. For example, a general safety goal might be:

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

Safety objectives or outcomes are more specific statements that define measurable results. For example, a specific safety objective for the goal stated above might be:

"Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel."

The safety objective/outcome will then be measured by defining specific performance metrics, including a baseline and target, that **Valley Transit** will determine is reasonable.

3.2 DEFINING SAFETY PERFORMANCE MEASURES

Performance measurement is the regular systematic collection, analysis, and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with **Valley Transit** staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency, among many other criteria.

Valley Transit will utilize these basic principles of performance measurement, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Creditability and robustness
- Variety of measures
- Number of measures
- Hierarchy of measures
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

3.2.1 Metrics

System safety data is collected through a variety of sources and includes:

- Near miss information
- Accident investigation reports
- Internal safety audits (or reviews)
- Safety committee meetings
- Injury reports (including occupational injury)
- Event reports (including accidents, incidents, and occurrences)
- System monitoring (including testing and inspection records)
- Hazard management program

This safety data will be analyzed and used for development of key safety performance indicators and targets.

Valley Transit will initially focus on areas based on data delivered to the National Transit Database (NTD), as the following:

- **Fatalities**
 - Total number of reportable fatalities, and rate per total vehicle revenue miles

- **Injuries**
 - Total number of reportable injuries, and rate per total vehicle revenue miles
- **Safety Events**
 - Total number of reportable events, and rate per total vehicle revenue miles
- **System Reliability**
 - Mean distance between major mechanical failures

These safety performance measures are used to select improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services. In addition, **Valley Transit** will select additional performance measures and targets, both leading and lagging, to insure continual improvement of our SMS.

Valley Transit will make its safety performance measures improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets.

The safety data collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memos, and recommendations from the safety committee.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation is maintained by **Valley Transit's** document control process. In addition to safety data, **Valley Transit** maintains other data and documentation of activities required by the PTASP. Distribution of safety-related reports and data is accomplished through the **Valley Transit** Forward Focus committee.

3.3 MONITORING PERFORMANCE AND EVALUATING RESULTS

Once safety goals, objectives/outcomes, and measures have been defined, they can be organized into a **Safety Performance Matrix (Appendix G)** or **Safety Performance Outline (Appendix F)**. Organizing information, particularly in a matrix, will allow **Valley Transit** to continuously monitor safety performance and evaluate results. **Valley Transit** will evaluate safety performance and update documentation at least semi-annually.

3.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESSES

Valley Transit is committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, **Valley Transit** will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of Performance Results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist

- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public’s demand for accountability

3.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain the SMS, **Valley Transit** will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create measurement-friendly culture:**
All staff, including senior managers, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.
- **Build organization capacity:**
Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis and setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results:**
The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement:**
Visible commitment to using metrics is a long-term initiative. **Valley Transit** will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at city council and county board meetings.

4 SAFETY PROMOTION

4.1 SAFETY PROMOTION, CULTURE AND TRAINING

Valley Transit believes safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures, and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues.

4.1.1 Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at **Valley Transit** is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

A. An Informed Culture

- Employees understand the hazards and risks involved in their areas of operation
- Employees are provided with the necessary knowledge, training and resources
- Employees work continuously to identify and overcome threats to safety

B. A Just Culture

- Employees know and agree on what is acceptable and unacceptable behavior
- Human errors must be understood, but negligence and willful violations cannot be tolerated

C. A Reporting Culture

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
- When safety concerns are reported, they are analyzed, and appropriate action is taken

D. A Learning Culture

- Learning is valued as a lifetime process beyond basic-skills training
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
- Employees are updated on safety issues by management, and safety reports are fed back to staff so that everyone learns the pertinent lessons

4.1.2 Training

During the initial implementation of an SMS, specific training will be required for all employees and contract staff, to explain the agency's safety culture and describe how **Valley Transit's** SMS works. The Chief Safety Officer is the resource person for providing a corporate perspective on **Valley Transit's** approach to safety management.

Safety Management training topics may include:

A. Initial Safety Training for All Staff

1. Basic principles of safety management including the integrated nature of SMS, risk management, safety culture, etc.
2. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
3. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues

4. Organizational structure, roles and responsibilities of staff in relation to safety
5. Transit agency's safety record, including areas of systemic weakness
6. Requirement for ongoing internal assessment of organization safety performance (e.g. employee surveys, safety audits, and assessments)
7. Reporting accidents, incidents, and perceived hazards
8. Lines of communication for safety managers
9. Feedback and communication methods for the dissemination of safety information
10. Safety promotion and information dissemination

B. Safety Training for Operations Personnel

1. Unique hazards facing operational personnel
2. Seasonal safety hazards and procedures (e.g. winter operations)
3. Procedures for hazard reporting
4. Procedures for reporting safety events (accidents and incidents)
5. Emergency procedures

C. Safety Training for Management

1. Principles of the SMS
2. Management responsibilities and accountabilities for safety
3. Legal issues (e.g. liability)

D. Training for the Safety Officer

1. Familiarization with different transit modes, types of operation, routes, etc.
2. Understanding the role of human performance in safety event causation and prevention
3. Operation of the SMS
4. Investigating safety events
5. Crisis management and emergency response planning
6. Safety promotion
7. Communication skills
8. Performing safety audits and assessments
9. Monitoring safety performance
10. National Transit Database (NTD) safety event reporting requirements

APPENDICES

Appendix A – Staff Safety Roles and Responsibilities

Appendix B – Safety Assessment and System Review

Appendix C – Facility Safety and Security Assessment

Appendix D – Risk Assessment Matrix

Appendix E – Hazard Identification and Risk Assessment Log

Appendix F – Prioritized Safety Risk Log

Appendix G – Safety Performance Matrix

Appendix H – Safety Performance Outline

City of Appleton/Valley Transit

Drug and Alcohol Policy

Effective as of [mm/dd/yyyy]

Adopted by: _____

Date Adopted: [dd/mm/yyyy]

Last Revised: [dd/mm/yyyy]

Table of Contents

1. Purpose of Policy.....	3
2. Covered Employees.....	3
3. Prohibited Behavior	4
4. Consequences for Violations.....	4
5. Circumstances for Testing.....	5
6. Testing Procedures.....	7
7. Test Refusals.....	8
8. Voluntary Self-Referral.....	9
9. Prescription Drug Use	9
10. Contact Person	9
Attachment A: Covered Positions	10
Attachment B: Medication Reporting Form	11
Attachment C: Receipt of Policy Acknowledgment	12
Attachment D: Policy Changes/Updates.....	13

I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect City of Appleton/Valley Transit's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Appleton/Valley Transit employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their immediate Supervisor and the City of Appleton Human Resources Director no later than five days after such conviction.

Employees who are required to have a Commercial Driver's License and are convicted driving while intoxicated shall notify their immediate Supervisor and City of Appleton Human Resources Director no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive **or non-safety-sensitive job functions while on duty, in uniform**, or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

Per City of Appleton/Valley Transit policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be removed from duty and subject to disciplinary action up to and including discharge without receipt of a prior warning letter as outlined in the current labor agreement. Any employee who comes forth and notifies the agency of alcohol or chemical abuse problems will be given the assistance extended to employees with any other illness. Accumulated paid leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses, and insurance coverage for treatment will be provided to the extent of individual coverage.

5. Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Appleton/Valley Transit has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation

vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Appleton/Valley Transit using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Appleton/Valley Transit using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If a Pre-Employment, Reasonable Suspicion, Post-Accident, Return to Duty, or Follow-up test results in a negative dilute test result, City of Appleton/Valley Transit will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment, Reasonable Suspicion, Post-Accident, Return to Duty, or Follow-up test, City of Appleton/Valley Transit will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Appleton/Valley Transit guarantees that the split specimen test will be conducted in a timely fashion. The City of Appleton/Valley Transit will pay for the split specimen test.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Appleton/Valley Transit.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or City of Appleton/Valley Transit for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or City of Appleton/Valley Transit's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Drug & Alcohol Program Manager who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Supervisor and/or Valley Transit's Drug & Alcohol Program Manager with a medication reporting form. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

See Attachment B for Medication Reporting Form

10. Contact Person

For questions about City of Appleton/Valley Transit's anti-drug and alcohol misuse program, contact Valley Transit's Drug & Alcohol Program Manager.

Attachment A: Covered Positions

Bus Operators (Full time, Part Time)

Mechanic

Master Mechanic

Standby Driver/Office Clerk

Communication Technician

Utility Worker

Transit Operations Supervisor

Transit Maintenance Supervisor

Paratransit/Operations Supervisor

Contract Paratransit Drivers

Contract Paratransit Mechanics

Contract Paratransit Dispatchers

Contract Paratransit Supervisors

Attachment B: Medication Reporting Form

Attachment B



City of Appleton/Valley Transit Medication Reporting Form

Print Employee Name: _____ Employee ID Number (4-digit): _____

Date: _____ Department: _____

Employee Signature Date

Section II: To be completed by physician.

Please complete this form so that your patient can work in his/her safety-sensitive job at City of Appleton/Valley Transit. By signing below, you are acknowledging that you are aware of this employee's job duty requirements and that the prescribed medication(s) currently being taken will not adversely impair performance or endanger the safety of this individual, coworker, City of Appleton/Valley Transit customers, or the public. Please indicate below what, if any, restrictions should be placed upon the time between when the medication is taken and the time the individual can safely perform his/her job duties.

II-A:

Name of Drug: _____

Date Prescribed: _____

Date Approval Expires: _____

Restrictions/Instructions: _____

Name of Drug: _____

Date Prescribed: _____

Date Approval Expires: _____

Restrictions/Instructions: _____

II-B:

Person providing information in Section II-A:

Print Name: _____ Address: _____

Phone #: _____ Date: _____

Attachment C: Receipt of Policy Acknowledgment



Acknowledgement of Employer's Drug and Alcohol Testing Policy

I acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) for all covered employees who perform a safety-sensitive function. I understand that compliance with all provisions contained in the policy is a condition of employment.

I further understand that the information contained in the policy dated _____ is subject to change, and that any such changes or addendum, shall be disseminated in a manner consistent with the provisions of 49 CFR Part 655.

(Print Name)

(Signature)

(Date)

Attachment D: Policy Changes/Updates

Date	Subject Change	Page #	Reason for change	Date Approved	Comments

**2022 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 the parts of the City of Appleton that lie within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandebroek, and Buchanan). The parties agree that approximately 38% of such trips occur in the Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City 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:

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

In 2022, 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 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Outagamie County's estimated funding requirement will be:

\$780,045	Costs (43,700 rides at \$17.85 per ride)
100,303	38% of admin charges
(246,498)	Federal Share
(246,498)	State Share
<u>(174,800)</u>	Fares (43,700 rides at \$4.00 per ride)
\$212,552	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 2022. 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 2022 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:

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

The contract costs for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2022, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

Intermunicipal Agreement cont'd

\$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>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$23,894	Estimated funding

\$9,278	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

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2022. 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 Rural Service Requirement

In 2022, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 289,125	Costs (7,500 rides x \$38.55)
(57,289)	Federal Share
(80,960)	State Share
(45,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 25,913</u>	Administrative charge
\$131,789	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). 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 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, 2022 through December 31, 2022.

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

Intermunicipal Agreement cont'd

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.
- 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, 2022, 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 2022. 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.

Intermunicipal Agreement cont'd

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 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.

CITY OF APPLETON

By: _____
JACOB WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

Date: _____

Date: _____

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

APPROVED AS TO FORM

ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

CHRISTOPHER BEHRENS, CITY ATTORNEY

OUTAGAMIE COUNTY

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

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

APPROVED AS TO FORM:

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

**2022 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 the parts of the City of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City 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 2022, 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

Intermunicipal Agreement cont'd

shares are estimated to be 28% and 28% respectively; therefore, Winnebago County's estimated funding requirement will be:

\$369,495	Costs (20,700 rides at \$17.85 per ride)
47,512	18% of admin charges
(116,762)	Federal Share
(116,762)	State Share
<u>(82,800)</u>	Fares (20,700 rides at \$4.00 per ride)
\$100,683	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 2022. 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 2022 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:

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

The basic contract cost for Sunday service (including fuel) is estimated to be \$17.85 per ride plus fuel. In 2022, 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>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 15	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2022. 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

Intermunicipal Agreement cont'd

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

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

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

Estimated funding for 2022's Heritage program is:

\$ 13,923	Costs (780 x \$17.85)
(2,759)	Federal Share
(3,900)	State Share
(2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,392</u>	Administrative charge
\$ 5,926	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 percent of the ADA trips at a given time unless modified by both parties to this contract.

Intermunicipal Agreement cont'd

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2022, through December 31, 2022.
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, 2022, 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 2022.
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.

CITY OF APPLETON

BY: _____
JACOB WOODFORD, MAYOR

BY: _____
KAMI LYNCH, CITY CLERK

DATE: _____

DATE: _____

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

APPROVED AS TO FORM

ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

CHRISTOPHER BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
MARK HARRIS, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

**2022 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 the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 3% of such trips occur in the Calumet County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City 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 2022, 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:

\$61,583	Costs (3,450 rides at \$17.85 per ride)
7,919	Administrative charges (3%)
(19,460)	Federal Share
(19,460)	State Share
<u>\$ (13,800)</u>	Fares (3,450 rides at \$4.00 per ride)
\$ 16,782	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2022. 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 2022, 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

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2022. 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
+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)
 = Calumet County's Estimated Ancillary Funding Requirement

In 2022 the cost estimate is as follows:

\$ 27,600	Costs
(7,728)	Federal Share
(7,728)	State Share
(16,800)	Fares
<u>\$ 7,728</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 3,072	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 aged 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 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, 2022, through December 31, 2022.
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, 2022, 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 2022.
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.

Intermunicipal Agreement cont'd

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.

CITY OF APPLETON

By: _____
JACOB WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

Date: _____

Date: _____

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

APPROVED AS TO FORM

ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

CHRISTOPHER BEHRENS, CITY ATTORNEY

CALUMET COUNTY

By: _____
TODD ROMENESKO, CALUMET COUNTY ADMINISTRATOR

Date: _____

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A19-1110

**2022 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 8,800 rides in 2022. Cost estimates are as follows:

	<u>Breakdown by Municipality of Total Costs</u>		
	<u>Total Program Cost</u>	<u>Neenah/Menasha (6,800 rides)</u>	<u>Village of Fox Crossing (2000 rides)</u>
Cost for Dial-A-Ride (8,800 X \$17.85)	\$157,080	\$121,380	\$35,700
Federal Share	(38,125)	(31,051)	(7,074)
State Share	(43,990)	(33,990)	(10,000)
Fares (\$3.50)	(30,800)	(23,800)	(7,000)
Administrative Charge	<u>15,708</u>	<u>12,138</u>	<u>3,570</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$59,873	\$44,677	\$15,196

Actual costs will be based on actual ridership, federal share, state share, and fares in 2022.

*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 2022. 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:

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

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the 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.

CITY OF APPLETON

By: _____
JACOB WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

Date: _____

Date: _____

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

APPROVED AS TO FORM

ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

CHRISTOPHER BEHRENS, CITY ATTORNEY

CITY OF NEENAH

BY: _____
DEAN KAUFERT, MAYOR

DATE

BY: _____
STEPHANIE A. CHESLOCK, CITY CLERK

DATE

APPROVED AS TO FORM:

ADAM J. WESTBROOK, CITY ATTORNEY

VILLAGE OF FOX CROSSING

BY: _____
DALE YOUNGQUIST, VILLAGE PRESIDENT

DATE

BY: _____
DARLA M. FINK, VILLAGE CLERK

DATE

APPROVED AS TO FORM:

ANDY ROSSMEISSI, VILLAGE ATTORNEY
CL: A19-1110



TO: Fox Cities Transit Commission

FROM: Ron McDonald, General Manager

DATE: December 7, 2021

RE: Approve 2022 – 2023 Federal Section 5310 Sub-recipient Contract

Background:

Valley Transit is the direct recipient of Federal Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities funds. The Section 5310 program is a discretionary program designed to improve transportation for seniors and customers with disabilities beyond the traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. Valley Transit and East Central Wisconsin Planning Commission (ECWRPC) have an agreement to work together to administer the Section 5310 grant funds.

Under the agreement, Valley Transit retains 45% of the annual apportionment to apply toward projects that adhere to the requirements of the grant, with the remaining 55% of the funding awarded through an application process to other programs that meet the intent of the grant. As prescribed in the Memorandum of Understanding, Valley Transit and ECWRPC jointly managed the grant process to award 2022 - 2023 funds. One application was received in response to the solicitation. After review of the application, the evaluation committee awarded \$85,311 in federal funding to Make the Ride Happen for each year (total \$170,622). Make the Ride Happen will use the funding to continue their mobility management program in the Fox Cities, including operation of a call center and volunteer driver program. Make the Ride Happen is a non-profit program under Lutheran Social Services.

Valley Transit has oversight responsibility for this project and meets quarterly with sub-recipients to review financial data, performance measures and ridership data. The Grant revenue is equal to the expected expense.

Recommendation: Approve the 2022 – 2023 Federal Section 5310 Sub-recipient Contract.

**2022 - 2023 GRANT AGREEMENT BETWEEN
THE CITY OF APPLETON, VALLEY TRANSIT
AND
LUTHERAN SOCIAL SERVICES OF WI AND UPPER MI, INC.**

This 2022 - 2023 Grant Agreement ("Agreement") is made by and between The City of Appleton, Valley Transit, hereafter referred to as "Valley Transit," and Lutheran Social Services of WI and Upper MI, Inc., hereafter referred to as "Recipient." Valley Transit and the Recipient shall be referred to herein as the "Parties."

PRELIMINARY STATEMENT

Valley Transit is authorized to administer the federal Enhanced Mobility of Seniors and Individuals with Disabilities Program ("Program") under 49 USC §5310 (CFDA 20.513). The Recipient has requested funds to assist in financing project costs for their Making the Ride Happen project and Volunteer Driver project ("the Project") for the period January 1, 2022, through December 31, 2023. Valley Transit agrees to provide financial assistance for the Project with Program monies made available in accordance with the terms and conditions of this Agreement and the provisions of the Recipient's 2022 - 2023 grant application for assistance, which are made part of this Agreement by reference and attached hereto as Attachment A ("2022 - 2023 Grant Application").

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

Article I: Payment by Valley Transit

- A. Valley Transit agrees to pay the Recipient quarterly the respective federal share of the Recipient's eligible expenses reported up to the funding level specified in Attachment B for expenses incurred during the period of January 1, 2022, through December 31, 2023, as funding for the Project.
- B. Valley Transit shall make payments to the Recipient upon receipt of the proper documentation of eligible expenses required to fund the Project.
- C. Funding for this Agreement is made available solely through federal funding through the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (CFDA 20.513).

Article II: Responsibility of Recipient

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

- B. Should any portion of the Project be contracted to a sub-recipient and/or a third-party transportation service provider, the Recipient agrees to pay all expenses of the transportation service as its bills become due. The Recipient also agrees to provide the local share of the Projects operating deficit as required. If the Recipient contracts for transportation service with a third-party, the Recipient shall pay the third-party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the sub-recipient and/or third-party by an amount equal to any overpayments made to the sub-recipient and/or third-party under this Agreement or under any prior operating assistance contract entered into with any party, including Valley Transit.
- C. This Agreement shall be in effect from January 1, 2022, through December 31, 2023, and payments shall be based exclusively on expenses incurred by the Project during that time period.
- D. The Recipient shall file quarterly reimbursement and performance measures reports ("Reports") within 30 days of the close of the reporting period. Other special reports ("Special Reports") may also be required by Valley Transit, which Valley Transit may request on a case-by-case basis from the Recipient as needed. The Recipient assures that all Reports and Special Reports will be submitted in a manner and form prescribed by Valley Transit.

Article III: Disbursements of Funds

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

Article IV: Accounting Records and Department Audits

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

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

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

Article V: Notification of Federal Participation

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

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

Article VI: Arbitration

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

Article VII: Applicable Law

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

Article VIII: Safety Requirements

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

Article IX: Project Management

- A. The Recipient agrees that the Project will be that as described in the 2022 - 2023 Grant Application and will be managed and operated in accordance with the provisions of the 2022 – 2023 Grant Application, which is made part of this Agreement by reference.

- B. Should the Recipient wish to modify the Project from that described in its 2022 - 2023 Grant Application, the Recipient must submit in writing to Valley Transit in a manner prescribed by Valley Transit the request for modification. The Recipient shall not act on the proposed modification unless and until approval is granted by Valley Transit and the Recipient shall continue to work on the Project per the description in its 2022 - 2023 Grant Application unless and until they receive approval from Valley Transit to modify the Project
- C. Should Valley Transit determine a proposed modification to the 2022 - 2023 Grant Application is a "substantive change" to the initial grant application, Valley Transit may, in its discretion, prepare an Amendment to this agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the Project until an appropriate amendment to this Agreement has been executed by both Parties.
- D. Should Valley Transit determine that a proposed modification to the 2022 - 2023 Grant Application is a "non-substantive change," Valley Transit may, in its discretion, authorize in writing the Recipient to implement the change, and a formal amendment to this Agreement shall not be required.

Article X: City Approval of Procurements and Contracts

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

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

Article XI: Prohibited Interests

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

Article XII: Termination

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

Article XIII: Attachments and Appendices

Attachments A, B, and C to this agreement are incorporated herein by reference.

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

Calendar Year 2022: Section 5310 Grant Program Application

Mobility Management and Operating Assistance Grants Only

The Wisconsin Department of Transportation sponsors the federal Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program in cooperation with the Southeastern WI RPC, the East Central WI RPC, the Green Bay MPO, and the Madison Area MPO. This program provides formula funds to states and designated recipients to improve mobility for seniors and individuals with disabilities.

Do not submit an application to the BlackCat website if you are applying for a project in the Milwaukee, Madison or Green Bay urbanized areas (UZA). Application instructions for these regions can be found at:

- * [Milwaukee UZA 5310 Program](#)
- * [Madison UZA 5310 Program](#)
- * [Green Bay UZA 5310 Program](#)

Eligible applicants for this portion of the 5310 program are:

- * Private non-profit organizations
- * Municipal or County government agencies
- * Public transportation operators receiving a Section 5310 grant indirectly

Instructions:

- * Complete gray-shaded areas on appropriate worksheets. There are multiple tabs at the bottom of the workbook that you will need to scroll through to complete. Do not modify the tab names or delete tabs that you do not use.
- * Each project requires a budget, goals, and staffing sheet to be completed.
- * Upload the completed workbook back into the BlackCat website under the "Applications" tab

Applications submitted after this deadline will not be evaluated.

Timeline:	
Application Released:	June 21, 2021
Applications due:	August 27, 2021
Awards Announced:	November/December, 2021
Grant Cycle Begins:	January 1, 2022
Grant Cycle Ends:	December 31, 2022

2022 Section 5310 PROGRAM

Mobility Management and/or Operating Assistance Application

There are three pages in this section

CONTACT INFORMATION

AGENCY/ORGANIZATION

Agency:	Lutheran Social Services of Wisconsin and Upper Michigan-Making the Ride Happen
Address:	6737 W Washington Street Suite 2275
City:	West Allis
Zip:	53214
County:	Milwaukee
FEIN Number:	39-0816846
DUNS Number:	60460730
SAM Number:	

PROJECT CONTACT

Name:	Holly Keenan
Title:	Mobility Manager
Address:	3003 N Richmond Street
City:	Appleton
Zip:	54911
Phone:	920-225-1740
Email:	holly.keenan@lsswis.org

PAYMENT ADDRESS (if different from agency address)

Agency:	Lutheran Social Services of Wisconsin and Upper Michigan-Making the Ride Happen
Address:	P.O. Box 88730
City:	Milwaukee
Zip:	53288-0730

SINGLE AUDIT

WisDOT is responsible for reviewing single audits of subrecipients that expend more than \$750,000 annually of federal funding from all sources, not just US DOT funds, in accordance with OMB - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 (Subpart F § 200.501). Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. **Please mark the appropriate box below with an 'X' next to the correct statement.**

Our agency expends <u>less</u> than \$750,000 in a year in federal funds from all sources. Grantees that do not meet the single audit threshold may be required to submit supporting documentation for a quarterly reimbursement request. Grantees chosen for submission will be notified prior to the quarter end for which the request is made.	
Our agency expends <u>more</u> than \$750,000 in a year in federal funds from all sources. Please indicate the date of your last single audit submission below. WisDOT staff will review the harvester.census.gov website for any program related findings and follow up with affected grantees.	X
Date of most recent single audit submission:	4/28/2021

COORDINATION

The Federal Transit Administration (FTA) requires that projects funded under the 5310 program are derived from a “locally developed coordinated public transit-human services transportation plan”. This ensures that applicants are coordinating services with other private, public and non-profit transportation providers. Section 5310 projects must be identified by a strategy and/or action item in a county, multi-county or regional plan. This plan name, strategy/action item, and page number must be provided below.

Title of the Coordination Plan:	Outagamie County Coordinated Public/Human Service Transportation Action Plan 2019. Winnebago County Coordinated Public/Human Service Transportation Action Plan 2019. Calumet County Coordinated Public/Human Service Transportation Action Plan 2019
Strategy(ies) from which your project(s) is included as part of:	Expand Make The Ride Happen and mobility management programs in Outagamie County Provide additional funds to increase mobility management services funding, dedicated staffing efforts Planning Committee. Advocate and continue to improve local, regional and state transportation
Strategy page number(s):	(D) outagamie (B) calumet (B) (I) Winnebago (A) (B) (D) (J) (N) (O) Waupaca

PROCUREMENTS

If you anticipate any procurements related to your projects, please list the items and their estimated value. The term procurement refers to a range of activities related to purchasing goods and services using FTA funds. Examples of different types of procurement include purchasing software, transportation services or marketing. For further procurement information, refer to the WisDOT website.

Not Applicable

OTHER STATE AND FEDERAL FUNDING FOR TRANSPORTATION

Does your organization currently receive or have a pending application for other state and Federal Transit Administration (FTA) funding through WisDOT or directly from FTA? Examples include, but are not limited to the following transit funding programs:

Program Name	Number	Source
Urban mass transit assistance	85.20	State
Non-urban assistance	5311	Federal
Urbanized areas assistance	5307	Federal
County Specialized transportation	85.21	State
Capital assistance for specialized transportation	5310/85.22	Fed/State
Elderly tribal transportation	85.215	State

YES or NO: | yes

If yes, please list the funding programs and explain how the projects in this application are related to your current state/federally funded transportation projects or any pending applications for this funding. Applicants may be required to submit a cost allocation plan for items and staff that are funded with multiple grants. WisDOT will contact you if required.

85.21 Specialized transportation: LSS Make the Ride Happen is contracting with Outagamie County to administer the Volunteer Driver Program (Operating Project) referenced in the section 5310 Application. In addition, 85.21 funds will cover 10% of the Mobility Manager's position included in the 5310 Mobility Management Application. The project team will also earmark 85.21 funds to meet part of the local match requirement for the Section 5310 grant.

PROJECT LOCATION

What is the service area of the proposed project(s)? List counties, municipalities, etc.

Outagamie, Calumet, Winnebago Counties

Within which Regional Planning Commission(s) is your project(s)?

RPC 1:	East Central Wisconsin Regional Planning Commission
RPC 2:	
RPC 3:	

If the project service area is partially or fully in a Metropolitan Planning Organization, please list.

MPO 1:	Fox Cities (Appleton) Urbanized Area
MPO 2:	
MPO 3:	

In which Congressional District(s) is your project located?

CD 1:	6th District (Glenn Grothman)
CD 2:	8th District (Mike Gallagher)
CD 3:	

If your project's service area covers more RPCs, MPOs or CDs than space allows above, please list below.

2022 Section 5310 Application - MOBILITY MANAGEMENT BUDGET

Instructions: Fill in all **gray** boxes; make no changes to self-calculating boxes.

APPLICANT:	Lutheran Social Services of Wisconsin and Upper Michigan
-------------------	--

Line Item	Total Budget (including in-kind match from next column)	In-Kind Match Portion*	In-Kind Match Source / Notes on Line Item
EXPENSE:			
Salary/fringe (see staffing tab for instructions)	\$47,841.00		
Office space/rent	\$3,500.00		
Office Expenses (supplies, postage, telecommunications costs, computers, software lease, etc.)	\$1,515.00		
Outreach Expenses (marketing costs, meeting costs, website costs, etc.)	\$1,375.00		
Staff travel and mileage	\$415.00		
Other (specify below)	\$12,050.00		
TOTAL EXPENSE	\$66,696.00		

LOCAL MATCH:

In-Kind Match		\$0.00
Cash Match	\$13,339	
TOTAL LOCAL MATCH	\$13,339.00	

REVENUE:

TOTAL REVENUE	\$0.00
----------------------	--------

NET COST:

TOTAL NET COST (Expense minus Revenue):	\$66,696.00
--	-------------

TOTAL:

TOTAL REQUEST (Net Cost minus Local Match):	\$53,357.00
--	-------------

REIMBURSEMENT PERCENTAGE:	80.00%	Cannot be greater than 80% (Automatically calculates)
----------------------------------	---------------	--

* In-kind amount cannot exceed total budget line amount.

Explain any expense listed in the "other" category above:

Insurance, LSS Support Services, supervisory allocations, professional fees, interest expense, General & Administrative.

2022 Section 5310 Application - MOBILITY MANAGEMENT STAFFING

List the staffing information for each position working on the mobility management project only. Please transfer the appropriate values to the mobility management budget page.

EXAMPLE Title of position	Name of individual*	Number of hours charged to this project	Dollar value of salary charged to this project	Dollar value of fringe charged to this project	Total salary/fringe for this project	Dollar value of in-kind match for this project	Source of in-kind match funds
EX. - Mobility Manager	STAFF NAME	2080	\$41,600	\$14,560	\$56,160	\$10,000	Agency resources
EX. - Financial Assistant	STAFF NAME	400	\$4,000	\$200	\$4,200	\$0	

Title of position	Name of individual*	Number of hours charged to this project	Dollar value of salary charged to this project	Dollar value of fringe charged to this project	Total salary/fringe for this project	Dollar value of in-kind match for this project	Source of in-kind match funds
Mobility Manager	Holly Keenan	936.00	\$21,901	\$7,555	\$29,456		
Program Manager	Erin Kraft	78.00	\$2,385.00	\$823.00	\$3,208		
Transportation Coordinator	Shannon Zwitter	520.00	\$7,956.00	\$2,745.00	\$10,701		
Transportation Coordinator	Vacant	208	\$3,328.00	\$1,148.00	\$4,476		
					\$0		
					\$0		
					\$0		
					\$0		
					\$0		
					\$0		
					\$0		
					\$47,841	\$0	

* Volunteer costs do not require individual names and can be grouped together by activity performed.

Transfer these totals to the budget page and place in "salary/fringe" column.

2022 Section 5310 Application - MOBILITY MANAGEMENT GOALS

There are 2 pages in this section

Instructions: Fill in all **gray** boxes.

APPLICANT	Lutheran Social Services of Wisconsin and Upper Michigan
------------------	--

PROJECT	Mobility Management
----------------	---------------------

PERFORMANCE MEASURES OUTCOMES:

	Service Type	One-way trips	notes
TRIP TYPES	Volunteer driver	4,300	
	Voucher / Subsidy		
	Agency Vehicle		
	Other Trips Provided		

	Service Type	Customer Contacts	notes
INFORMATION-BASED	Transportation Call Center	3,150	Calls taken in call center
	Internet-based info		
	One-on-one transit training	228	VT II certification and Mobility Counseling
	Driver Training (individuals)	6	
	Materials & Marketing	150	increased marketing efforts

PERFORMANCE MEASURES OBJECTIVES:

List up to four performance measures objectives that will be used to measure progress of the project each quarter.

To add spacing between lines or paragraphs in individual sections, use **ALT + ENTER** to insert a line break or to start a new paragraph.

Objective 1:	Identify and develop new collaborations within the service area to enhance capacity and break down barriers for clients moving between communities, as evidenced by the number of rides provided and continued participation on relevant community based committees.
---------------------	--

Objective 2:	Increase public awareness of mobility options and improve access to transportation services for the public; as evidenced by the number of community presentations provided.
---------------------	---

Objective 3:	
---------------------	--

Objective 4:	
---------------------	--

2022 Section 5310 Application - OPERATING ASSISTANCE

There are 2 pages in this section

Instructions: Fill in all **gray** boxes; make no changes to self-calculating boxes.

APPLICANT	Lutheran Social Services of Wisconsin and Upper Michigan
------------------	--

Line Item	Total Budget (including in-kind match from next column)	In-Kind Match Portion*	In-Kind Match Source / Notes on Line Item
EXPENSE:			
Salary/fringe (see staffing tab for instructions)	\$75,775.00	\$32,450.00	2834 volunteer hours x \$11.45 per hour
Office space/rent	\$3,500.00		
Office Expenses (supplies, postage, telecommunications costs, computers, software lease, etc.)	\$1,575.00		
Outreach Expenses (marketing costs, meeting costs, website costs, etc.)	\$1,375.00		
Staff travel and mileage			
Purchased transportation service			
Volunteer driver reimbursements			
Transportation vouchers			
Vehicle Expenses (tires, parts, maintenance, fuel, insurance, etc.)	\$5,000.00		
Other (specify below)	\$12,050.00		
TOTAL EXPENSE	\$99,275.00		

LOCAL MATCH:

In-Kind Match		\$32,450.00
Cash Match	\$17,187.00	
TOTAL LOCAL MATCH	\$49,637.00	

REVENUE:

TOTAL REVENUE	\$0.00
----------------------	--------

NET COST:

TOTAL NET COST (Expense minus Revenue):	\$99,275.00
--	-------------

TOTAL:

TOTAL REQUEST (Net Cost minus Local Match):	\$49,638.00
--	-------------

REIMBURSEMENT PERCENTAGE:	50.00%	Cannot be greater than 50% (Automatically calculates)
----------------------------------	---------------	---

* In-kind amount cannot exceed total budget line amount.

Explain any expense listed in the "other" category above:

Insurance, LSS Support Services, supervisory allocations, professional fees, interest expense, General & Administrative.

2022 Section 5310 Application - OPERATING ASSISTANCE - GOALS

There are 2 pages in this section

Instructions: Fill in all **gray** boxes.

APPLICANT	Lutheran Social Services of Wisconsin and Upper Michigan
------------------	--

PROJECT	Operating
----------------	-----------

PERFORMANCE MEASURES OUTCOMES:

	Service Type	One-way trips	notes
TRIP TYPES	Volunteer driver	4300	
	Voucher / Subsidy		
	Agency Vehicle		
	Other Trips Provided		

	Service Type	Customer Contacts	notes
INFORMATION-BASED	Transportation Call Center	3150	Call taken in call center
	Internet-based info		
	One-on-one transit training	228	Valley Transit II Cert/Mobility Counseling
	Driver Training (individuals)	6	
	Materials & Marketing	150	Increased Marketing efforts

PERFORMANCE MEASURES OBJECTIVES:

List up to four performance measures objectives that will be used to measure progress of the project each quarter.

To add spacing between lines or paragraphs in individual sections, use **ALT + ENTER** to insert a line break or start a new paragraph.

Objective 1:	Individuals with disabilities and those who are aging will remain active and involved in their community despite the loss of their ability to drive as evidenced by an increased percentage of adults with disabilities or those who are aging using services to address social/recreational needs: to address medical needs such as going to appointments or to the pharmacy; and to address shopping/personal business needs such as banking, going to the salon, or grocery shopping.
Objective 2:	Continue to develop volunteer driver base within the communities served with an emphasis on connecting those who live in rural communities surrounding the Appleton TMA. Mobility Manager and MRH staff will provide presentations to community groups in an effort to increase awareness of the existing transportation programs. The number of volunteer drivers and volunteer hours will be tracked.
Objective 3:	Continue development of collaborative efforts with Outagamie County Housing Authority shuttle van as well as the Helping Hands program in Hortonville as evidenced by monthly reporting done to common funding sources: Fox Cities United Way, Outagamie County Older American funding, and 85.21 funding.
Objective 4:	

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6737 W. Washington St., Suite 2275

6 City, state, and ZIP code
West Allis, WI 53214

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
3	9		0	8	1	6	8	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Handwritten Signature

Date ▶

1/4/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1098-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2021 FTA Certifications and Assurances

CATEGORY	SUBJECT	Initial or N/A for each
A-1	Standard Assurances	<i>MN</i>
A-2	Nondiscriminatory Assurances	<i>MN</i>
A-3	Coronavirus Response and Relief Supplemental Appropriations Act and CARES Act Funding	<i>MN</i>
A-4	Procurement	<i>MN</i>
A-5	Suspension and Debarment	<i>MN</i>
A-6	Tax Liability and Felony Convictions	<i>MN</i>
A-7	Disadvantaged Business Enterprise (DBE)	<i>MN</i>
A-8	Lobbying	<i>MN</i>
A-9	Rolling Stock Buy America Reviews and Bus Testing	<i>MN</i>
A-10	Transit Asset Management Plan	<i>MN</i>

Chief Elected or Administrative Official Statement

The undersigned chief elected or administrative official hereby certifies that the Applicant/Recipient has read and understands the Certifications and Assurances initialed in the table above and further assures that, as a condition to receiving Federal financial assistance from the Wisconsin Department of Transportation, the Applicant/Recipient will comply with the requirements as specified in the attached Certifications and Assurances.

The person whose signature appears below is authorized to sign this assurance on behalf of the grant Applicant/Recipient. While an attorney's signature is not required, the Wisconsin Department of Transportation encourages counsel to participate in the review and signature of this document.

Grant Program:	5310
Grant Applicant/Recipient:	Lutheran Social Services of Wisconsin and Upper Michigan, Inc.
Signature of Chief Elected or Administrative Official	
Printed Name:	Michelle Naples
Date:	23 August 2021

August 23, 2021

Wisconsin Department of Transportation
Bureau of Transit, Local Roads, Rails and Harbors
PO Box 7913
Madison, WI 53707-7913

To Whom It May Concern:

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. hereby makes application for financial assistance in providing transportation services to seniors and individuals with disabilities. This financial assistance is being sought under the federal program authorized by U.S.C. Section 5310 and/or s. 85.22, Wis. Stats.

All documents and components that are required to be submitted as part of the application process have been completed and uploaded to the online grant management system.

We understand that our application, should it meet all state and federal requirements, will be in competition for funds and funding determined by its ranking relative to other applications. The ranking of applications will be made using criteria outlined in the application guidelines and also posted on the WisDOT website.

We affirm that the information submitted in this application is true and correct. If selected for an award, we affirm that we will comply with all applicable federal regulations.

Sincerely,



Michelle Naples
Chief Integration Officer
Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

Local Match Certification

Section 5310 Grant Program Application CY 2022 / Cycle 46

Complete the following steps:

1. Fill in information for individual certifying the local match as required
2. Print
3. Sign in area indicated
4. Upload the signed document along with any necessary supporting documentation within Local Match Certification under Application Forms

Certification of Local Match

By providing my name below, I hereby certify that the local match listed in the budget(s) is eligible for use in the 5310 program. By certifying eligibility, I agree that the local match is verifiable from the recipient's records; is not included as contributions for any other federally-assisted project or program; is necessary and reasonable for proper and efficient accomplishment of project or program objectives; is allowable under the applicable cost principles; is not paid by the federal government under another award except where authorized by federal statute to be used for cost sharing or matching; and is provided for in the approved budget.

Certified by:



Signature

Michelle Naples

Print Name

Chief Integration Officer

Title

414-246-2330

Phone Number

UNITED WAY FOX CITIES

2022 and 2023 Investments

**Lutheran Social Services of WI & Upper MI
3003 N Richmond St Suite A
Appleton, WI 54911**

Investment by Program:

Program Name	Award Year	Award Amount
Counseling Clinic	2021	\$119,544.00
Counseling Clinic	2022	\$129,287.00
Counseling Clinic	2023	\$131,872.00
Make the Ride Happen	2021	\$12,118.00
Make the Ride Happen	2022	\$13,770.00
Make the Ride Happen	2023	\$14,045.00

Please Note:

Designated contributions to your agency will be applied to United Way Fox Cities funded programs. You will be informed of such contributions as soon as the information is compiled.

Impact Area Comments and Recommendations:

Providing Basic Needs and Self-Sufficiency

The Impact Area volunteers recognize the value and importance of the Make the Ride Happen transportation services provided to the vulnerable populations in the Fox Cities area. You are commended for the strategic actions taken to adapt to the pandemic and the accomplishments achieved to continue your services to the community.

Promoting Health, Healing and Crisis Intervention

The Impact Area volunteers recognize the value and importance of the services you provide. No major issues or concerns were identified.

Purchase of Services Contract

Purchaser and Provider Information

Purchaser:
Organization Name Outagamie County Department of Health and Human Services
Address 320 South Walnut Street, Appleton, WI 54911

Name of contact person Amie Bastian
Telephone (920) 832 – 5469
Fax (920) 832 – 2115
E-mail amie.bastaian@outagamie.org

Provider:
Organization Name **Lutheran Social Services of Wisconsin and Upper Michigan, Inc.**
Address 6737 W Washington St, Suite 2275
 West Allis, WI 53215

Name of contact person Lindsay Dahms
Telephone 414-246-2717
Fax 414-246-2524
E-mail contractadministrator@lsswis.org

Provider's fiscal year
end:
Provider's Employer
Identification Number: 39-0816846

 Profit Non-Profit

Contract Information

Contract Number: 44-21-473
**Services to be
provided:** [detail is in Transportation – 85.21 - MRH
"Services to be
Provided" section]
Contract period: January 1, 2021 – December 31, 2021
**Maximum payment
under this contract:** \$ 58,173.00



HEALTH AND HUMAN SERVICES

AGING AND LONG TERM SUPPORT
OUTAGAMIE COUNTY GOVERNMENT CENTER
320 S WALNUT STREET APPLETON, WI 54911-5985
TELEPHONE (920) 832-5178 FAX (920) 832-2113

August 4, 2021

To: Wisconsin Department of Transportation – 5310 Specialized Transportation Program

Re: Make the Ride Happen – Lutheran Social Services

To Whom It May Concern:

Outagamie County is aware that Make the Ride Happen is requesting State 5310 Grant funds to provide transportation services for Outagamie County residents outside the parameters of our current paratransit provider Valley Transit. Make the Ride Happen has provided service to the elderly and disabled population for many years in Outagamie County, and has filled the gap of transportation services successfully with the use of volunteers.

This grant request will continue to make an impact on Outagamie County residents and how they access medical services, food, education, employment, and other necessary transportation for basic needs especially in our rural areas. Having additional transportation options for the residents is vital to their well-being, especially those who are disabled and of the older generation.

Outagamie County would like to extend our support of Lutheran Social Service's Make the Ride Happen State 5310 Grant application and their efforts to meet the transportation needs of Outagamie County.

Sincerely,

Amie Bastian
Manager of Aging and Long Term Support
Outagamie County Health and Human Services



July 22nd, 2021

To: Wisconsin Department of Transportation – Specialized Transportation Program

Re: Grant Request, Make the Ride Happen

Dear DOT Representative:

The Aging and Disability Resource Center (ADRC) of Winnebago County was recently made aware of a grant application request being made to you on behalf of Make the Ride Happen. Make the Ride Happen will be submitting a Grant Application request for 5310 funds for the CY2022. Their goal is to provide transportation and mobility management services to Winnebago and surrounding counties.

The approval of the grant would positively impact the residents of Winnebago County and surrounding areas; specifically individuals with physical and intellectual disabilities as well as older adults. Having access to medical services, healthy foods, education, employment, and community resources will provide for overall wellness and better health outcomes.

The mission of Winnebago County ADRC *“is to empower and support seniors, people with disabilities and their families, by providing useful information and finding the help people seek so they may live with dignity and security, and achieve maximum independence and quality of life.”* Extending our support to Make the Ride Happen to access 5310 grant funds helps us further achieve our mission.

Thank you in advance for your support of Make the Ride Happen grant application.

Sincerely,

Bryn Ceman, M.S.
Aging and Resources Program Supervisor

WRITTEN RESPONSES Mobility Management

Question 1: Demonstration of Need and Project Benefits

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS), is requesting a Mobility Management grant of \$53,357 to support continued improvement and access to transportation resources for adults with disabilities and older adults from the Appleton area; services will be provided by the Make the Ride Happen (MRH) program. Lutheran Social Services is a private non-profit social service agency that offers a variety of services throughout Wisconsin and Upper Michigan.

Make the Ride Happen has enjoyed a long and successful history of coordinating Mobility Management activities that build coordination among transportation stakeholders, human service providers, and private/public transportation providers in the Appleton area. Through provision of these integrating activities, the availability of transportation options for adults with disabilities and older adults continues to increase; this increase in transportation options allows adults with disabilities to live independently and to stay connected to their communities.

In 2022/2023 the LSS Mobility Management project will focus on continuing to increase participation in and coordination of transit for seniors and individuals with disabilities in the following ways:

- The Mobility Manager will continue to participate in local transportation coordination meetings and will continue building relationships with stakeholders; these activities will serve to facilitate additional opportunities for coordination and increased awareness of the service and need in the Appleton area. The Mobility Manager will continue to work with stakeholders from throughout the Appleton area to increase buy-in related to the need for collaboration and increased coordination.
- The Mobility Manager will continue to work closely with the regional Valley Transit Mobility Management project; as new information emerges around COVID vaccine boosters for older adults and persons who may be health compromised, MRH will continue efforts to assist individuals in identifying, navigating, and coordinating transportation to vaccine sites.
- As issues related to COVID remain uncertain, while there still exists a need, the MRH Mobility Manager will continue to coordinate efforts to ensure that older adults and persons with disabilities do not experience food insecurity by coordinating meal deliveries and access to local food pantries.
- The Mobility Manager will begin collaborating with Volunteer Fox Cities (VFC) on a new program designed to provide Tech-education for older adults, assisting them in developing computer skills, understanding social media, etc. VFC has secured funding for a pilot program for adults 60+ and MRH will assist in providing transportation to the classes.
- The Fox Valley Memory Project (FVMP) was recently awarded an Administration for Community Living grant to establish additional memory café's in some rural communities as a way to address the isolation of older adults. The Mobility Manager will collaborate with FVMP to coordinate use of the MRH volunteer drivers and vehicle to transport individuals to the cafés.
- The Mobility Manager will continue to disseminate information and provide Community Education related to transportation options that serve adults with disabilities. Community Education activities are designed to increase awareness about resources in the community and to affirm the benefits of community access and involvement for all individuals. Presentations, written articles, and one-to-one contacts will be utilized.

- Increasing use and awareness of public transit by adults with disabilities and those who are aging through the use of **Individual Travel Training**. In particular, the proposed project will facilitate and/or enhance travel training in the areas served by Valley Transit (Fox Cities). The **Project Team** comprised of the Mobility Manager and three Transportation Coordinators will also promote a volunteer-based travel training program (Bus Buddy) as an additional component of this process.
- Continued analysis of individual trips provided in the Appleton area for the purpose of consolidation which will result in increased coordination and efficiency. The Mobility Manager will be able to assess the individual needs of riders whose transit requirements are more complex as well as analyzing the larger system for ways in which to increase coordination and efficiencies.
- Continued development of new collaborations among providers for the purpose of creating additional capacity or increased efficiency. In 2022, LSS' Making the Ride Happen anticipates continuing to enhance its collaborative efforts with the Outagamie County Non-Profit Affordable Housing Based Rental Services (NABHRS) Van program through sharing of resources as a way to increase capacity.
- We will continue to develop the volunteer driver program; the focus for 2022 will be on re-building (post-COVID) and continuing to increase the pool of volunteers so that additional hours of service can be added.

Data included in the 2020-2022 ThedaCare Community Health Needs Assessment (CHNA) and Implementation Plan for the Appleton area identify the following as significant needs in the target counties: The average age of residents is increasing and their needs are becoming greater; Health disparities are significant for people living in rural areas, low-income and people of color; Transportation is a significant barrier to active living and needed services, particularly in rural areas; Not everyone feels they belong in their community or have needed social supports. The Community Health Needs Assessment identified several vulnerable populations, including: older adults and those facing economic insecurity. The CHNA also revealed the following conclusions and implications: the average age of the local population is getting older – disproportionately affecting rural areas – with senior populations growing faster than the state average resulting in transportation and social isolation concerns continuing to increase; transportation is a significant barrier to healthcare access as well as social supports, particularly in rural areas; lack of transportation limits ability to get to medical and other necessary appointments and leads to isolation and reduced well-being; lack of transportation is the most significant barrier to community involvement for individuals with disabilities. Information included in the Wisconsin Department of Administration Population and Household Projects report suggests that between 2020 and 2033 the number of elderly Wisconsinites in the tri-county service area will grow from 68,290 persons over the age of 65 to 96,475 persons over the age of 65 placing a strain on current transportation systems. The proposed Mobility Management services will help to ensure that these vulnerable members of the community are able to live independently, to meet their basic needs (access to food, clothing, medical care) and to be active participants in their communities.

The proposed services provided by the Mobility Manager will raise awareness of the available transportation services and will also facilitate coordination of transportation services for adults with disabilities and older adults. The Mobility Manager will strive to ensure that persons with disabilities and seniors will have access to appropriate transportation services in order to live independent lives and to be fully integrated into their communities.

Question 2: Promotes Service Coordination with Others

Due to its grass roots development and reliance on community-wide involvement, LSS's Make the Ride Happen program places coordination at the core of its mission. Since program commencement in 2004, one essential task of the project team has been to identify those individuals who fall between the cracks as related to existing transportation options in the Appleton area (including Valley Transit and its respective paratransit program) and to endeavor to find them a safe ride at a reasonable cost. Identification of those un- or underserved individuals in the community and coordination with other local providers of transportation services help the Make the Ride Happen program to ensure that services are being provided to individuals in a way that complements rather than duplicates any existing services.

One of the major ways in which Make the Ride Happen contributes to the capacity of the Appleton area to develop and implement coordinated services is through the provision of Travel Training. Travel Training can provide one-on-one support to individual clients to an effort to educate and support them in learning to access and use public transit options. This is accomplished due in part to the Travel Trainers' thorough understanding of a person's ability to travel safely and independently as well as any barriers that need to be addressed. Instruction typically involves essential travel skills, making judgments about safety and danger, managing basic life skills, knowing how to handle travel disruptions, and using appropriate social and communication skills. Valley Transit supports LSS' effort to create opportunities for more adults with disabilities to use fixed route public transit service through the Travel Training program. The two agencies work collaboratively to reach out to individuals in the local communities who could benefit from Travel Training instruction including local schools, and World Relief, an organization that helps settle new refugees in the community.

LSS ensures a coordinated effort with other local providers through participation in the MRH Advisory Board. Both partner transit systems are members of the Advisory Board as are other transportation stakeholders and/or human service organizations who serve the same populations. Participation on the Advisory Board ensures that all appropriate stakeholders are at the table and that decisions are made in keeping with the best interests of the individuals served and with a focus on eliminating any duplication of services and sharing resources whenever possible.

MRH has developed a strong cadre of partners and stakeholders including the following:

- Volunteer Center/RSVP - Recruitment, Volunteer Driver/MRH Advisory Board Member
- Calumet County ADRC - Service Provider, Human Service Programs, MRH Advisory Board
- Outagamie County ADRC - Service Provider, Rural Outagamie County and Human Services
- Winnebago County - Aging and Transportation Services; member of MRH Advisory Board
- Outagamie County Housing Authority - Outagamie County NABHRS Van program
- Valley Transit - Service Provider
- Easter Seals - Advocate for persons with disabilities and member of MRH Advisory Board
- Volunteer Driver and member of the MRH Advisory Board
- Northern Winnebago Dial-A-Ride - Service Provider /member MRH Advisory Board
- Options for Independent Living – Service Provider
- ThedaCare CHAT Team
- East Central Wisconsin Regional Planning Commission
- Greater Wisconsin Agency and Aging Resources, Inc.
- Advocap - Service Provider - Human Service Provider

The LSS MRH Mobility Manager serves as the MRH Advisory Board facilitator and ensures ongoing communication and coordination between providers and stakeholders.

Question 3: Financial and Technical Capabilities

LSS has been serving individuals in need for 139 years. Last year, LSS served 614 communities throughout Wisconsin and Upper Michigan; these programs touched 23,743 lives.

Through LSS' provision of programs and services for persons with disabilities and older adults, the agency has amassed decades of experience providing transportation and related services to these populations. During FY 2020, older adults (those aged 65 and older) represented 18.96% of the individuals served by LSS and 57.26% of individuals served identified as having a disability. LSS provides residential and community-based services to individuals with disabilities and older adults across Wisconsin and transportation is an integral component in many of these services. The agency has moved from a residential model of service for individuals with disabilities to a model that embraces independent living and community-based supports; with this shift transportation has become an even more central focus for LSS and will continue to be a focus in the coming years.

LSS is a multi-service agency with staff and programs in a two-state area and as such has built the appropriate infrastructure and capacity to successfully manage multiple projects and multiple funding sources. The LSS Financial Services Department will work with local program staff to ensure that all contractual and fiduciary obligations are being met.

Required matching funds will be provided by United Way Fox Cities, Winnebago County, Outagamie County, and private donations; appropriate support documentation will be found in the attachments.

LSS successfully manages multiple Federal, State and local contracts each year. The agency has in place strict policies and procedures governing all aspects of grants management and has been administering grant funded programs for over 100 years.

Because the MRH program is designed to complement other transportation services available in the local community or to provide service where none currently exist, LSS feels confident that the proposed program objectives and outcomes demonstrate an effective use of funds. The proposed program has been developed in collaboration with local partners in an effort to provide the most comprehensive array of transportation services possible while also using limited resources for the greatest benefit of the individuals being served.

Lutheran Social Services and the Make the Ride Happen Community Advisory Board continually plan for and pursue financial resources to support programming. MRH has financial support from the Aging and Disability Resource Center in Outagamie County, Outagamie County, and United Way-Fox Cities. The team pursues grants and donations on an on-going basis.

WRITTEN RESPONSES: Operating Project

Question 1: Demonstration of Need and Project Benefits

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS), is requesting an Operating grant of \$49,638 to continue to expand the volunteer driver program, increasing capacity to serve adults with disabilities and older adults in rural areas of Outagamie, Winnebago and Calumet Counties through the agency's Make the Ride Happen (MRH) program. Lutheran Social Services is a private non-profit social service agency that offers a variety of services throughout Wisconsin and Upper Michigan.

Data included in the 2020-2022 ThedaCare Community Health Needs Assessment (CHNA) and Implementation Plan for the Appleton area identify the following as significant needs in the target counties: The average age of residents is increasing and their needs are becoming greater; Health disparities are significant for people living in rural areas, low-income and people of color; Transportation is a significant barrier to active living and needed services, particularly in rural areas; Not everyone feels they belong in their community or have needed social supports. The Community Health Needs Assessment identified several vulnerable populations, including: older adults and those facing economic insecurity. The CHNA also revealed the following conclusions and implications: the average age of the local population is getting older – disproportionately affecting rural areas – with senior populations growing faster than the state average resulting in transportation and social isolation concerns continuing to increase; transportation is a significant barrier to healthcare access as well as social supports, particularly in rural areas; lack of transportation limits ability to get to medical and other necessary appointments and leads to isolation and reduced well-being; lack of transportation is the most significant barrier to community involvement for individuals with disabilities. Information included in the Wisconsin Department of Administration Population and Household Projects report suggests that between 2020 and 2033 the number of elderly Wisconsinites in the tri-county service area will grow from 68,290 persons over the age of 65 to 96,475 persons over the age of 65 placing a strain on current transportation systems. The proposed services will help to ensure that these vulnerable members of the community are able to live independently, to meet their basic needs (access to food, clothing, medical care) and to be active participants in their communities.

Operating assistance provided by a 2022 Section 5310 grant will allow LSS's Make the Ride Happen program to assist older adults and persons with disabilities in overcoming transportation barriers in the following ways:

- Continue enhanced marketing and branding efforts to ensure name recognition for the MRH program and to assist in raising awareness of services. The dedicated MRH website is live and will continue to be assessed and developed to best meet program needs. The website includes a basic transportation inventory based on indicators such as age, county of residence, etc. that allows MRH to collect user data. We have also incorporated a short intake feature that allows individuals in need of services to contact program staff. Development of these program elements will continue during the 2022 and 2023 program years.
- Recruit new volunteer drivers and increase awareness of the ride program by marketing the program through community presentations, networking, and various print and media outlets. MRH proposes to recruit 4 new volunteer drivers during the project period. Because volunteer drivers often come from a pool of retirees or individuals with part time employment, turnover rates can be high which makes recruitment an ongoing process. Additionally, MRH experienced

a decline in volunteer driver participation during the height of the COVID pandemic; we are working to restore and increase capacity of the volunteer driver pool.

- Continue to work collaboratively with Outagamie Housing Authority Non-Profit Affordable Housing Based Rental Services (NABHRS) Van service to increase use of NABHRS van. This collaboration allows MRH to provide additional rides to Outagamie residents including those adults who use a wheelchair or scooter. It is anticipated that 10 additional rides will be provided to Appleton area residents through this initiative in 2022.
- Continue to increase the number of contacts with adults with disabilities and those who are aging through the MRH Call Center by 10%; the purpose of the call center is to provide individuals and their families with comprehensive transportation information. MRH staff provides callers with detailed transportation options that they can utilize and assists them in making arrangements to meet their transportation needs. Increasing community awareness of the Call Center and its services is a key component in this effort. Due to improved tracking measures we are able to better capture the number of calls received, the duration of calls, and the reason for the call all of which help to improve service provided by the Call Center.
- Continue to utilize Assisted Rides software program to enhance volunteer driver scheduling and ride tracking in an effort to maximize program efficiencies.

The proposed services are specifically targeted to increase the awareness and availability of transportation services for older adults and persons with disabilities in the Appleton area. Information gathered from users of the service as well as program partners and key stakeholders indicates that there exists a lack of awareness related to transportation services currently available to these populations and a need to increase capacity. The proposed programming will endeavor to meet these currently unmet needs while also ensuring that some of the community's most vulnerable members are able to easily locate and avail themselves of those services necessary to meet their basic needs including access to food, clothing and medical care. MRH was able to maintain services during COVID and provided specialized transportation assistance related to accessing COVID testing and vaccines as well as delivering food and coordinating transportation to local food pantries. As we look toward the next phase in COVID recovery, MRH will remain ready to increase driver and service capacity to meet COVID-specific transportation needs for older adults and persons with disabilities.

Make the Ride Happen provides rides using volunteer drivers. The Transportation Coordinator works with more than 50 volunteers who typically donate one half-day per month to provide rides, using their own vehicle. Volunteer drivers have the option to volunteer one day per week/month or to act as an on-call driver as well as having the ability to self-assign rides through the assistedrides.com software. The Transportation Coordinator is responsible for recruiting, training and scheduling the volunteers. Screening of volunteers is done in collaboration with the Retired Senior Volunteer Program of the Volunteer Center of East Central Wisconsin and the Retired Senior Volunteer Program of ADVOCAP. The Transportation Coordinator also handles information and assistance calls in the Call Center.

Question 2: Promotes Service Coordination with Others

Make the Ride Happen has always viewed coordination, collaboration, and meeting specific needs as key components of the overarching philosophy. The Section 5310 Operating project evidences these principles in several ways.

In order to augment coordination, the MRH Call Center maintains a comprehensive data base of transportation options available in the Appleton area. This data base is continually updated with newly identified options. In addition, the MRH staff members have access to the Northeastern Wisconsin Regional Transportation Access Committee data base of transportation options which is more regional in nature and provides information on a cross section of the state. These tools are important tools for MRH staff, allowing them to look at all types of transportation available and to provide the most appropriate options to individuals and their families to best meet their transportation needs.

The MRH Volunteer Driver program has been consistently increasing the number of rides provided by continuing to recruit new volunteer drivers. The rides provided through the Volunteer Driver program have added capacity to the area's array of transportation services and have created an additional option for individuals facing economic insecurity for whom the modest fees of the paratransit system are prohibitive. A trend that has been identified by MRH staff centers on the need for rides beyond the traditional business hours; MRH will continue to work to meet these needs as well as to address any new trends that may be identified.

The Make the Ride Happen Advisory Board incorporates information and discussion during its quarterly meetings. This advisory board provides a platform for discussions on coordination and a forum for developing strategies that address unmet needs. The ongoing complexities of federal/state funding for public transit systems have come to the attention of many community leaders, government officials, and to some extent the general public; this awareness has facilitated coordination efforts and has allowed for capacity building in existing programs.

MRH has developed a strong cadre of partners and stakeholders including the following:

- Volunteer Center/RSVP - Recruitment, Volunteer Driver/MRH Advisory Board Member
- Calumet County ADRC - Service Provider, Human Service Programs, MRH Advisory Board
- Outagamie County ADRC - Service Provider, Rural Outagamie County and Human Services
- Winnebago County - Aging and Transportation Services; member of MRH Advisory Board
- Outagamie County Housing Authority - Outagamie County NABHRS Van program
- Valley Transit - Service Provider
- Easter Seals - Advocate for persons with disabilities and member of MRH Advisory Board
- Volunteer Driver and member of the MRH Advisory Board
- Northern Winnebago Dial-A-Ride - Service Provider /member MRH Advisory Board
- Options for Independent Living – Service Provider
- ThedaCare CHAT Team
- East Central Wisconsin Regional Planning Commission
- Greater Wisconsin Agency and Aging Resources, Inc.
- Advocap - Service Provider - Human Service Provider

The LSS MRH Mobility Manager serves as the MRH Advisory Board facilitator and ensures ongoing communication and coordination between providers and stakeholders.

Question 3: Financial and Technical Capabilities

LSS has been serving individuals in need for 139 years. Last year, LSS served 614 communities throughout Wisconsin and Upper Michigan; these programs touched 23,743 lives.

Through LSS' provision of programs and services for persons with disabilities and older adults, the agency has amassed decades of experience providing transportation and related services to these populations. During FY 2020, older adults (those aged 65 and older) represented 18.96% of the individuals served by LSS and 57.26% of individuals served identified as having a disability. LSS provides residential and community-based services to individuals with disabilities and older adults across Wisconsin and transportation is an integral component in many of these services. The agency has moved from a residential model of service for individuals with disabilities to a model that embraces independent living and community-based supports; with this shift transportation has become an even more central focus for LSS and will continue to be a focus in the coming years.

LSS is a multi-service agency with staff and programs in a two-state area and as such has built the appropriate infrastructure and capacity to successfully manage multiple projects and multiple funding sources. The LSS Financial Services Department will work with local program staff to ensure that all contractual and fiduciary obligations are being met.

Required matching funds will be provided by United Way Fox Cities, Winnebago County, Outagamie County, and private donations; appropriate support documentation will be found in the attachments.

LSS successfully manages multiple Federal, State and local contracts each year. The agency has in place strict policies and procedures governing all aspects of grants management and has been administering grant funded programs for over 100 years.

Because the MRH program is designed to complement other transportation services available in the local community or to provide service where none currently exist, LSS feels confident that the proposed program objectives and outcomes demonstrate an effective use of funds. The proposed program has been developed in collaboration with local partners in an effort to provide the most comprehensive array of transportation services possible while also using limited resources for the greatest benefit of the individuals being served.

Lutheran Social Services and the Make the Ride Happen Community Advisory Board continually plan for and pursue financial resources to support programming. MRH has financial support from the Aging and Disability Resource Center in Outagamie County, Outagamie County, and United Way-Fox Cities. The team pursues grants and donations on an on-going basis.

**STATE OF WISCONSIN
BROWN COUNTY**

LUTHERAN SOCIAL SERVICES

3003 N RICHMOND ST

APPLETON WI 549111148

I, being duly sworn, doth depose and say I am an authorized representative of the Appleton Post Crescent, a newspaper published at Appleton, Wisconsin and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on:

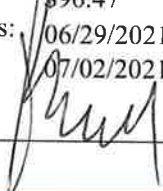
Lutheran Social Services of Wisconsin and Upper MI hereby provides notice that it intends to apply to the Wisconsin Department of Transportation and urbanized area of Appleton for the following transportation projects under Section 5310 to serve seniors and individuals with disabilities in Appleton and surrounding communities:

Operating and mobility management projects

Individuals or agencies wishing to comment or receive additional information about this application should contact Holly Keenan, Mobility Manager at 920-225-1740 or Holly.keenan@lsswis.org.

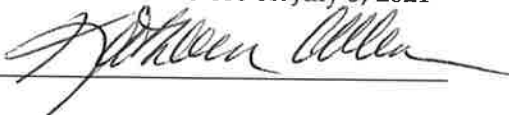
Formal comments or requests for additional information must be received in writing or by email 14 days after publication.
Run: Jun. 29, 30, Jul. 1, 2, 3, 2021
WNAXLP

Account Number: GWM-1086984
Order Number: 0004799595
Total Ad Cost: \$96.47
Published Dates: 06/29/2021, 06/30/2021, 07/01/2021
07/02/2021, 07/03/2021



Legal Clerk

State of Wisconsin
County of Brown
Subscribed and sworn to before on July 3, 2021



Notary Public State of Wisconsin, County of Brown

1-7-25

My Commission Expires

of Affidavits 1
This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

LUTHERAN SOCIAL SERVICES
Re: Public Notice

**STATE OF WISCONSIN
BROWN COUNTY**

LUTHERAN SOCIAL SERVICES

3003 N RICHMOND ST

APPLETON WI 549111148

Being duly sworn, doth depose and say that she/he is an authorized representative of the Oshkosh Northwestern, a daily newspaper published in the city of Oshkosh, in Winnebago County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Lutheran Social Services of Wisconsin and Upper MI hereby provides notice that it intends to apply to the Wisconsin Department of Transportation for the following transportation projects under Section 5310 to serve seniors and individuals with disabilities in Oshkosh and surrounding communities:

Operating and mobility management projects

Individuals or agencies wishing to comment or receive additional information about this application should contact Holly Keenan, Mobility Manager at 920-225-1740 or Holly.keenan@lsswis.org.


Formal comments or requests for additional information must be received in writing or by email 14 days after publication.

Run: Jun. 29, 30, Jul. 1, 2, 3, 2021
WNAXLP

Account Number:GWM-1086984
Order Number: 0004799602
Total Ad Cost: \$64.09
Published Dates: 06/29/2021, 06/30/2021, 07/01/2021
07/02/2021, 07/03/2021

Legal Clerk

State of Wisconsin
County of Brown
Subscribed and sworn to before on July 3, 2021



Notary Public State of Wisconsin, County of Brown

1-725

My Commission Expires

of Affidavits 1
This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

LUTHERAN SOCIAL SERVICES
Re: Public Notice



POST-CRESCENT
media

A GANNETT COMPANY

**STATE OF WISCONSIN
BROWN COUNTY**

LUTHERAN SOCIAL SERVICES

3003 N RICHMOND ST

APPLETON WI 549111148

I, being duly sworn, doth depose and say I am an authorized representative of the Appleton Post Crescent, a newspaper published at Appleton, Wisconsin and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on:

Lutheran Social Services of Wisconsin and Upper MI hereby provides notice that it intends to apply to the Wisconsin Department of Transportation and urbanized area of Appleton for the following transportation projects under Section 5310 to serve seniors and individuals with disabilities in Appleton and surrounding communities:

Operating and mobility management projects

Individuals or agencies wishing to comment or receive additional information about this application should contact Holly Keenan, Mobility Manager at 920-225-1740 or Holly.keenan@lsswis.org.

Formal comments or requests for additional information must be received in writing or by email 14 days after publication.

Run: Jun. 29, 30, Jul. 1, 2, 3, 2021
WNAXLP

Account Number: GWM-1086984
Order Number: 0004799595
Total Ad Cost: \$96.47
Published Dates: 06/29/2021, 06/30/2021, 07/01/2021
07/02/2021, 07/03/2021

Legal Clerk

State of Wisconsin
County of Brown
Subscribed and sworn to before on July 3, 2021

Notary Public State of Wisconsin, County of Brown

1-7-25

My Commission Expires

of Affidavits 1
This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

LUTHERAN SOCIAL SERVICES
Re: Public Notice

Attachment B
2022 - 2023 Section 5310 Grant Agreement
LUTHERAN SOCIAL SERVICES

<u>2022 Projects</u>	<u>Operating Project</u>	<u>Capital Project</u>
Net Project Cost:	\$85,210.00	\$53,283.00
Local Match:	\$42,605.00	\$10,577.00
Federal Program Amount	\$42,605.00	\$42,706.00

<u>2023 Projects</u>	<u>Operating Project</u>	<u>Capital Project</u>
Net Project Cost:	\$85,210.00	\$53,283.00
Local Match:	\$42,605.00	\$10,577.00
Federal Program Amount	\$42,605.00	\$42,706.00

Attachment C
2022 - 2023 Section 5310 Grant Agreement
LUTHERAN SOCIAL SERVICES

FEDERAL TRANSIT ADMINISTRATION
Federally Required Certifications and Contract Clauses

No Obligation by the Federal Government

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

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

Program fraud and false or fraudulent statements and related acts

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

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

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

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

Access to Records

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller

General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

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

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

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

Federal Changes

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

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

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

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

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

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

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

Disadvantaged Business Enterprises

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Valley Transit. In addition, the contractor may not hold retainage from its subcontractors.

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

Incorporation of FTA Terms

FTA Circular 4220.1F

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

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

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

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

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

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

Suspension and Debarment

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

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

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

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

Resolution of Disputes, Breaches, or Other Litigation

49 CFR Part 18
FTA Circular 4220.1E

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

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

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Valley Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

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

Clean Air

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

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

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

Clean Water

33 U.S.C. 1251

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

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

Energy Conservation

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

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

Contract Work Hours & Safety Standards Act

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. *Note: According to the Department of Labor, transportation contracts are exempt.*

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours

and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ADA Access

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Notification of Federal Participation

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

Lobbying Certification

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

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Compliance with Overall Federal Regulations Certification
49 CFR Part 18

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For Nine Months Ending September 30, 2021

Description	Month of September Actual	Prior Year September	YTD As of September Actual	Prior YTD September	2021 Amended Budget	2021 % of Total Budget
REVENUES						
Bus Fare Revenue	25,700	28,672	386,050	363,505	858,843	44.95%
Paratransit Fare Revenue	41,987	42,235	380,695	298,560	702,530	54.19%
Total Fare Revenue	67,687	70,907	766,745	662,065	1,561,373	49.11%
Other Charges for Service	7,487	-	56,448	33,815	65,000	86.84%
Other Revenues	6,499	4,114	36,372	28,802	14,000	259.80%
TOTAL REVENUES	81,673	75,021	859,565	724,682	1,640,373	52.40%
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	300,946	206,661	2,028,980	2,337,311	3,162,117	64.17%
Call Time	-	-	-	-	-	0.00%
Overtime	43,358	22,730	261,009	114,192	72,908	358.00%
Incentive Pay	-	-	-	-	1,335	0.00%
Other Compensation	-	55	2,415	979	-	0.00%
Fringes	101,368	82,333	799,338	341,941	1,263,800	63.25%
Unemployment Compensation	370	2,703	32,463	3,163	-	0.00%
Salaries & Fringe Benefits	446,042	314,482	3,124,205	2,797,586	4,500,160	69.42%
Training & Conferences	155	425	6,435	11,953	27,200	23.66%
Employee Recruitment	143	668	11,854	3,326	4,200	282.24%
Office Supplies	129	685	3,406	2,606	5,400	63.07%
Subscriptions	-	-	1,285	2,015	3,800	33.82%
Memberships & Licenses	220	-	16,343	12,829	18,222	89.69%
Postage & Freight	33	93	2,201	313	3,700	59.49%
Awards & Recognition	-	-	-	108	930	0.00%
Food & Provisions	-	-	420	1,191	1,240	33.87%
Insurance	9,687	15,970	220,247	195,485	222,790	98.86%
Insurance dividend & return of surplus	-	-	(48,910)	(51,753)	-	0.00%
Depreciation Expense	82,694	71,985	744,243	647,865	992,326	75.00%
Administrative Expenses	93,061	89,826	957,524	825,938	1,279,808	74.82%
Landscape Supplies	-	-	834	916	3,000	27.80%
Shop Supplies & Tools (& misc)	1,606	2,216	40,009	40,779	55,450	72.15%
Printing & Reproduction	2,791	619	11,763	19,753	27,070	43.45%
Uniforms	-	626	1,820	8,377	9,220	19.74%
Gas Purchases	16,173	19,918	250,399	171,898	572,500	43.74%
Safety Supplies	-	85,293	4,945	101,950	500	989.00%
Vehicle & Equipment Parts	20,894	18,783	135,815	162,792	205,500	66.09%
Miscellaneous Equipment	3,999	188	5,440	15,828	25,100	21.67%
Signs	4,450	11,082	38,667	13,977	12,000	322.23%
Supplies & Materials	49,913	138,725	489,692	536,270	910,340	53.79%
Accounting/Audit	-	-	12,532	8,200	9,930	126.20%
Bank Services	427	254	2,644	2,093	3,000	88.13%
Consulting Services	-	-	2,228	4,404	-	0.00%
Collection Services	-	283	2,664	2,335	4,600	57.91%
Contractor Fees	272,888	217,244	1,968,797	1,746,392	4,087,361	48.17%
Temp Help	-	-	-	-	5,000	0.00%
Advertising	8,090	2,758	12,847	13,569	50,309	25.54%
Health Services	99	1,422	8,113	6,300	9,200	88.18%
Snow Removal Services	-	-	9,175	11,940	29,983	30.60%
Laundry Services	1,532	583	8,575	6,609	10,000	85.75%
Other Contracts/Obligations	854	6,560	47,565	35,607	90,700	52.44%
Purchased Services	283,890	229,104	2,075,140	1,837,449	4,300,083	48.26%
Electric	3,734	3,810	39,382	39,846	51,481	76.50%
Gas	114	69	12,570	11,275	17,500	71.83%
Water	1,470	1,569	5,512	6,395	7,850	70.22%

City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For Nine Months Ending September 30, 2021

Description	Month of September Actual	Prior Year September	YTD As of September Actual	Prior YTD September	2021 Amended Budget	2021 % of Total Budget
Waste Disposal/Collection	675	566	2,507	2,437	3,200	78.34%
Stormwater	1,994	1,950	7,916	7,894	9,401	84.20%
Telephone	449	950	10,292	10,538	17,700	58.15%
Utilities	8,436	8,914	78,179	78,385	107,132	72.97%
Building/Grounds Repair & Maintenance	268	-	2,341	5,617	-	0.00%
Vehicle Repair & Maintenance	2,792	2,456	12,659	15,421	10,050	125.96%
Equipment Repair & Maintenance	286	-	6,413	5,567	13,674	46.90%
FMD Charges & Material	7,019	-	105,368	79,406	142,503	73.94%
Software Support	945	1,435	86,409	18,941	63,717	135.61%
CEA Equipment Rental	-	-	-	-	2,000	0.00%
Repairs & Maintenance	11,310	3,891	213,190	124,952	231,944	91.91%
Total Operating Expenses	892,652	784,942	6,937,930	6,200,580	11,329,467	61.24%
OPERATING INCOME (LOSS)	(810,979)	(709,921)	(6,078,365)	(5,475,898)	(9,689,094)	
NON-OPERATING REVENUES						
Federal Support	-	-	1,768,720	1,876,914	3,521,469	50.23%
State Support	2,238,552	2,566,236	5,591,843	3,386,608	5,628,972	99.34%
Appleton Support	275,230	286,847	1,451,026	1,353,183	707,359	205.13%
Other Local Support	221,572	-	2,116,007	1,518,253	1,881,788	112.45%
Investment Income	(14,722)	2,966	(2,141)	74,545	12,500	-17.13%
Donations	4,167	4,167	37,999	38,852	62,308	60.99%
TOTAL NON-OPERATING REVENUE	2,724,799	2,860,216	10,963,454	8,248,355	11,814,396	92.80%
Buildings	4,210	-	126,814	17,716	310,614	40.83%
Machinery & Equipment	-	23,129	-	116,031	216,315	0.00%
Furniture & Fixtures	-	-	-	-	25,000	0.00%
Vehicles	-	-	2,485,405	2,393,443	5,113,457	48.61%
Capital Expenditures	4,210	23,129	2,612,219	2,527,190	5,665,386	46.11%
NET INCOME (LOSS)	1,909,610	2,127,166	2,272,870	245,267	(3,540,084)	

City of Appleton
PURCHASED TRANSPORTATION
For Nine Months Ending September 30, 2021

Description	Month of September Actual	Prior Year September	YTD As of September Actual	Prior YTD September	2021 Amended Budget	2021 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	119,336	83,020	914,601	749,842	2,052,750	44.55%
VTII - Elderly	3,813	1,910	26,813	17,297	62,480	42.91%
PT - Optional (Sunday)	512	71	3,250	1,606	17,850	18.21%
Family Care Employment Transportation	34,396	40,286	261,545	287,298	564,054	46.37%
Outagamie County Demand Response Rural	22,898	13,699	205,009	129,707	272,303	75.29%
Outagamie County Human Services Transportation	1,768	204	8,619	3,672	11,900	72.43%
Neenah Dial - A - Ride	9,170	6,916	81,515	65,044	150,920	54.01%
Calumet County Van Service	3,391	2,190	27,076	28,292	26,100	103.74%
Connector - Extended Service Hours	24,632	24,668	208,663	219,647	412,000	50.65%
Connector - Extended Service Area	5,893	8,883	71,962	77,661	141,625	50.81%
Downtown Trolley	-	13,442	26,563	29,617	30,379	87.44%
Total Purchased Transportation	225,809	195,289	1,835,616	1,609,683	3,742,361	49.05%

City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For Ten Months Ending October 31, 2021

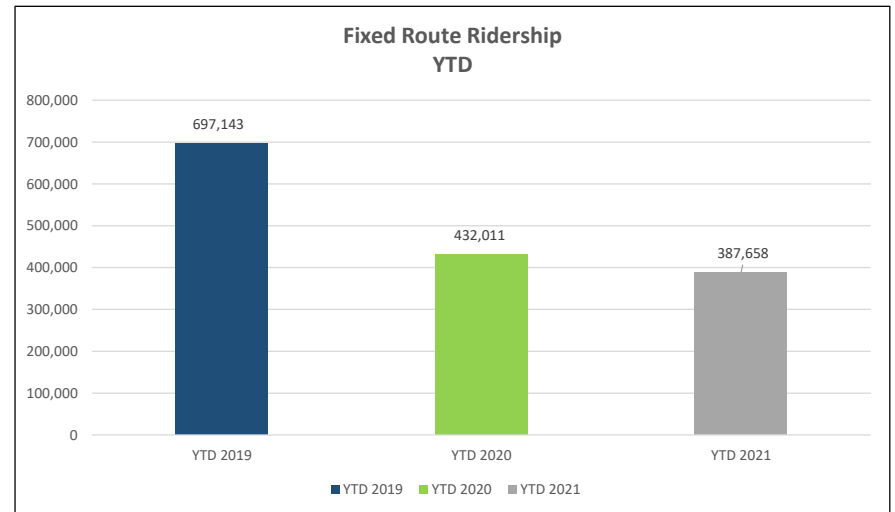
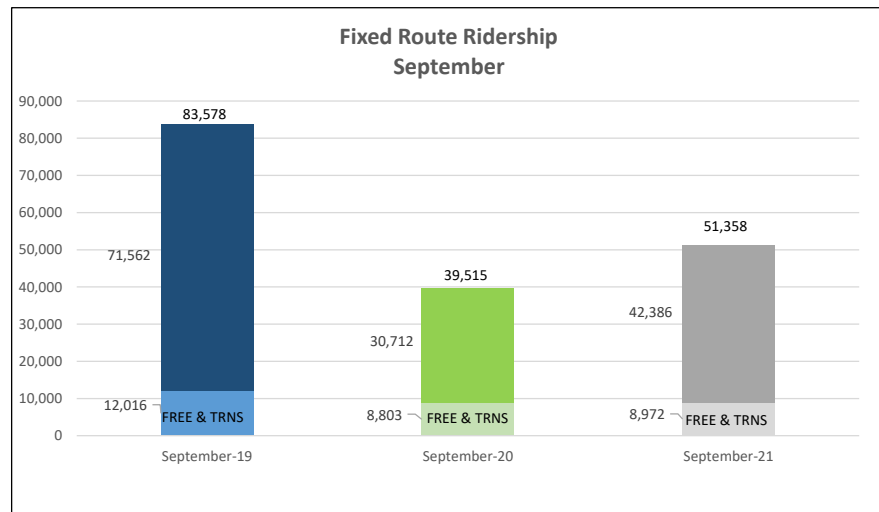
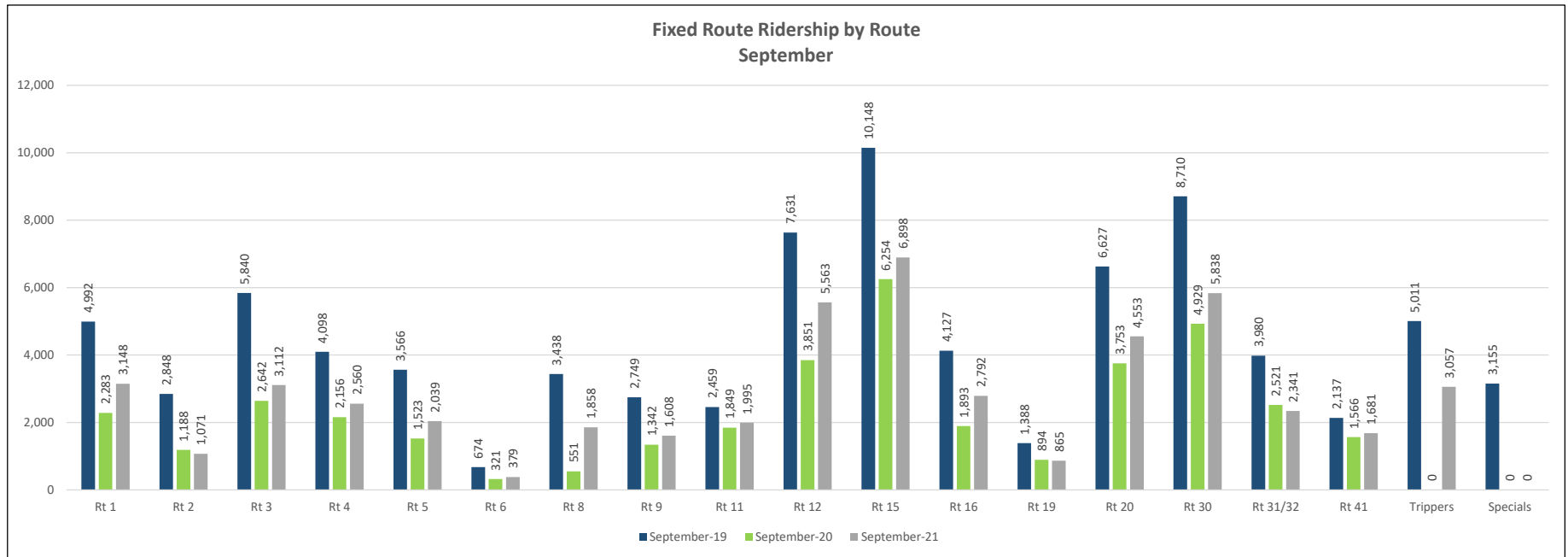
Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2021 Amended Budget	2021 % of Total Budget
REVENUES						
Bus Fare Revenue	45,931	45,274	431,939	435,066	858,843	50.29%
Paratransit Fare Revenue	41,987	31,378	422,682	329,938	702,530	60.17%
Total Fare Revenue	87,918	76,652	854,621	765,004	1,561,373	54.74%
Other Charges for Service	6,400	6,400	40,215	40,215	65,000	61.87%
Other Revenues	13,793	4,357	50,165	33,159	14,000	358.32%
TOTAL REVENUES	108,111	87,409	945,001	838,378	1,640,373	57.61%
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	206,127	317,658	2,235,105	2,249,970	3,162,117	70.68%
Call Time	-	-	-	-	-	0.00%
Overtime	33,721	36,960	294,730	151,152	72,908	404.25%
Incentive Pay	-	-	-	-	1,335	0.00%
Other Compensation	-	216	2,415	1,195	-	0.00%
Fringes	86,974	102,052	886,314	848,992	1,263,800	70.13%
Unemployment Compensation	-	948	32,463	4,110	-	0.00%
Salaries & Fringe Benefits	326,822	457,834	3,451,027	3,255,419	4,500,160	76.69%
Training & Conferences	603	300	7,037	12,253	27,200	25.87%
Employee Recruitment	350	143	12,204	3,470	4,200	290.57%
Office Supplies	688	308	4,094	2,914	5,400	75.81%
Subscriptions	219	135	1,505	2,150	3,800	39.61%
Memberships & Licenses	-	720	16,343	13,549	18,222	89.69%
Postage & Freight	96	8	2,297	321	3,700	62.08%
Awards & Recognition	663	-	663	108	930	71.29%
Food & Provisions	356	-	776	1,191	1,240	62.58%
Insurance	9,687	15,970	229,934	211,455	222,790	103.21%
Insurance dividend & return of surplus	-	-	(48,910)	(51,753)	-	0.00%
Depreciation Expense	82,694	71,985	826,937	719,850	992,326	83.33%
Administrative Expenses	95,356	89,569	1,052,880	915,508	1,279,808	82.27%
Landscape Supplies	-	-	834	916	3,000	27.80%
Shop Supplies & Tools (& misc)	2,266	3,496	42,275	44,275	55,450	76.24%
Printing & Reproduction	1,142	957	12,905	20,710	27,070	47.67%
Uniforms	1,683	701	3,503	9,078	9,220	37.99%
Gas Purchases	55,411	28,003	305,809	199,901	572,500	53.42%
Safety Supplies	-	7,467	4,945	109,417	500	989.00%
Vehicle & Equipment Parts	57,460	11,632	193,276	174,424	205,500	94.05%
Miscellaneous Equipment	1,674	389	7,114	16,217	25,100	28.34%
Signs	1,029	1,501	39,695	15,479	12,000	330.79%
Supplies & Materials	120,665	54,146	610,356	590,417	910,340	67.05%
Accounting/Audit	-	-	12,532	8,200	9,930	126.20%
Bank Services	143	63	2,787	2,156	3,000	92.90%
Consulting Services	275	-	2,503	4,404	-	0.00%
Collection Services	566	283	3,230	2,618	4,600	70.22%
Contractor Fees	230,473	184,035	2,199,270	1,943,021	4,087,361	53.81%
Temp Help	-	-	-	-	5,000	0.00%
Advertising	2,713	1,414	15,561	14,983	50,309	30.93%
Health Services	319	264	8,432	6,565	9,200	91.65%
Snow Removal Services	-	-	9,175	11,940	29,983	30.60%
Laundry Services	1,011	1,203	9,585	7,812	10,000	95.85%

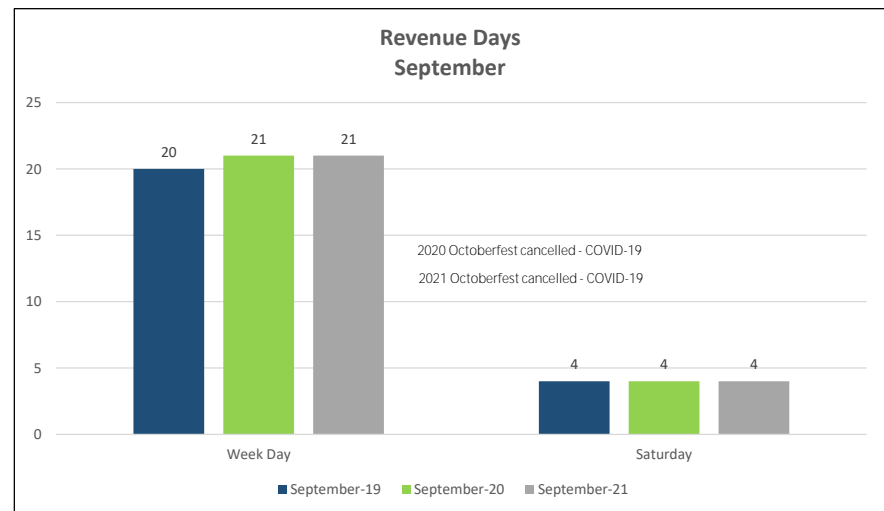
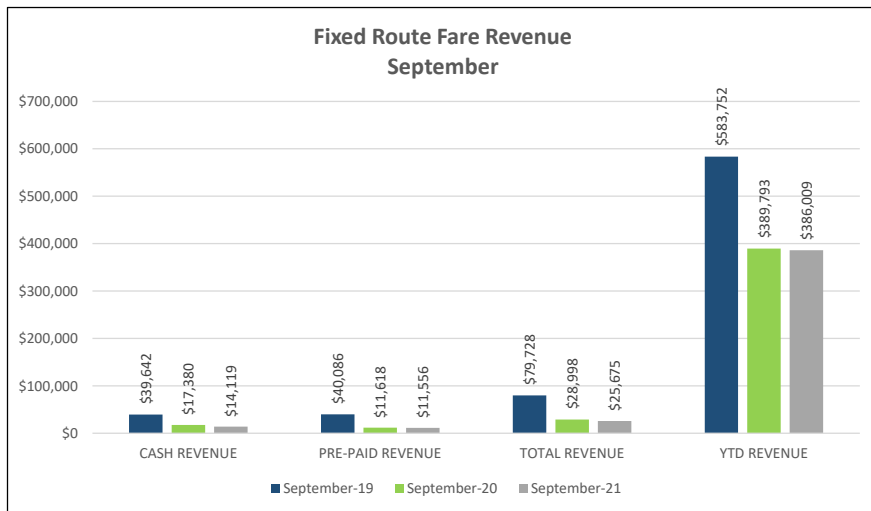
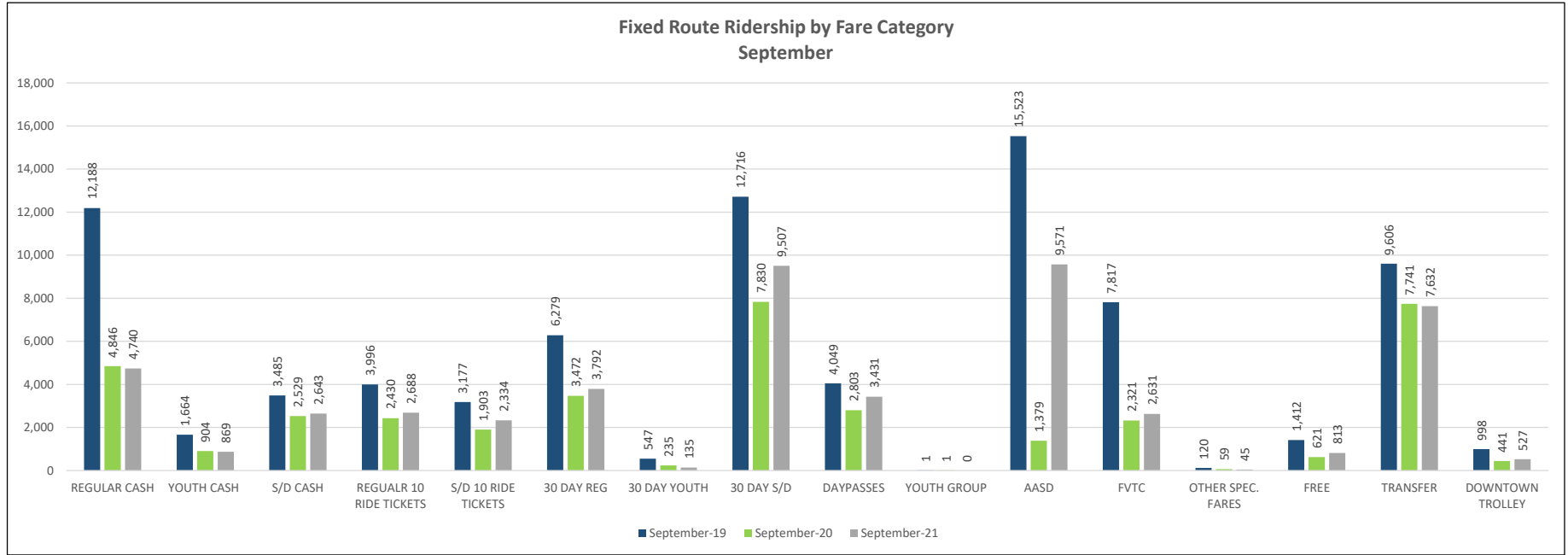
City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For Ten Months Ending October 31, 2021

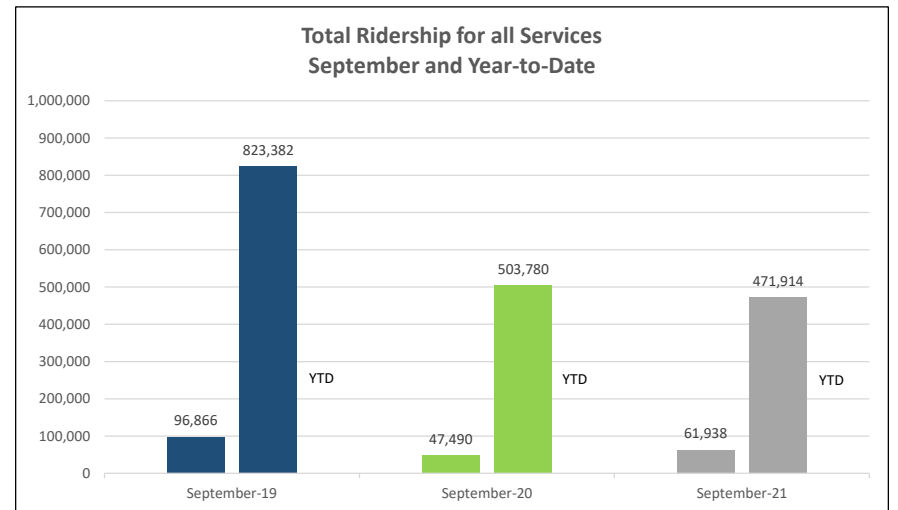
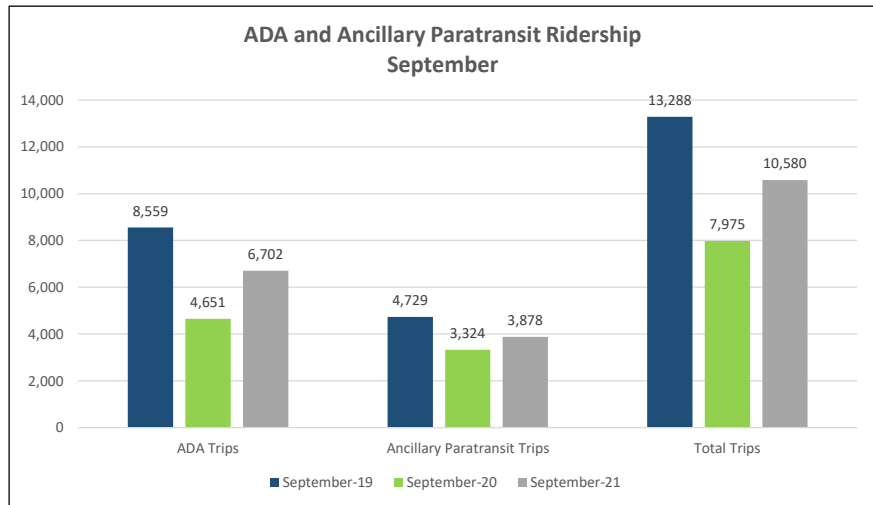
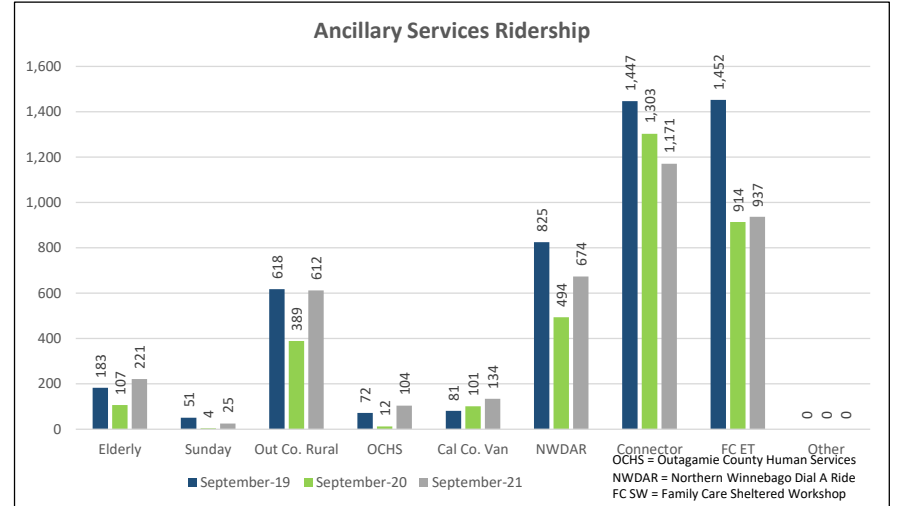
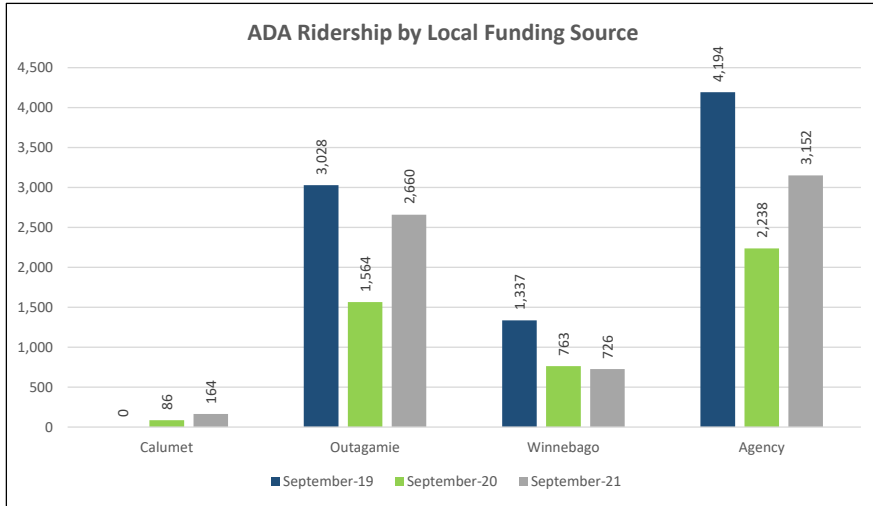
Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2021 Amended Budget	2021 % of Total Budget
Other Contracts/Obligations	894	1,124	48,459	36,731	90,700	53.43%
Purchased Services	236,394	188,386	2,311,534	2,038,430	4,300,083	53.76%
Electric	3,447	3,737	42,829	43,582	51,481	83.19%
Gas	140	106	12,710	11,381	17,500	72.63%
Water	-	-	5,512	6,395	7,850	70.22%
Waste Disposal/Collection	-	-	2,507	2,437	3,200	78.34%
Stormwater	-	-	7,916	7,894	9,401	84.20%
Telephone	961	825	11,253	11,695	17,700	63.58%
Utilities	4,548	4,668	82,727	83,384	107,132	77.22%
Building/Grounds Repair & Maintenance	311	636	2,652	6,356	-	0.00%
Vehicle Repair & Maintenance	406	1,980	13,065	17,401	10,050	130.00%
Equipment Repair & Maintenance	-	69	6,413	5,637	13,674	46.90%
FMD Charges & Material	12,176	-	117,544	88,740	142,503	82.49%
Software Support	2,752	225	89,160	19,166	63,717	139.93%
CEA Equipment Rental	-	-	-	-	2,000	0.00%
Repairs & Maintenance	15,645	2,910	228,834	137,300	231,944	98.66%
Total Operating Expenses	799,430	797,513	7,737,358	7,020,458	11,329,467	68.29%
OPERATING INCOME (LOSS)	(691,319)	(710,104)	(6,792,357)	(6,182,080)	(9,689,094)	
NON-OPERATING REVENUES						
Federal Support	-	-	1,768,720	1,876,914	3,521,469	50.23%
State Support	793,620	1,883,691	6,385,463	5,270,298	5,628,972	113.44%
Appleton Support	275,230	286,847	1,726,256	1,640,030	707,359	244.04%
Other Local Support	605,269	706,121	2,721,277	2,249,868	1,881,788	144.61%
Investment Income	-	6,207	(2,141)	14,407	12,500	-17.13%
Donations	4,167	4,167	42,166	43,019	62,308	67.67%
Fund Balance Applied	-	-	-	-	-	0.00%
TOTAL NON-OPERATING REVENUE	1,678,286	2,887,033	12,641,741	11,094,536	11,814,396	107.00%
Buildings	-	2,190	126,814	19,906	310,614	40.83%
Machinery & Equipment	65,550	39,651	62,957	155,682	216,315	29.10%
Furniture & Fixtures	-	-	-	-	25,000	0.00%
Vehicles	-	-	2,485,405	2,393,443	5,113,457	48.61%
Capital Expenditures	65,550	41,841	2,675,176	2,569,031	5,665,386	47.22%
NET INCOME (LOSS)	921,417	2,135,088	3,174,208	2,343,425	(3,540,084)	

City of Appleton
PURCHASED TRANSPORTATION
For Ten Months Ending October 31, 2021

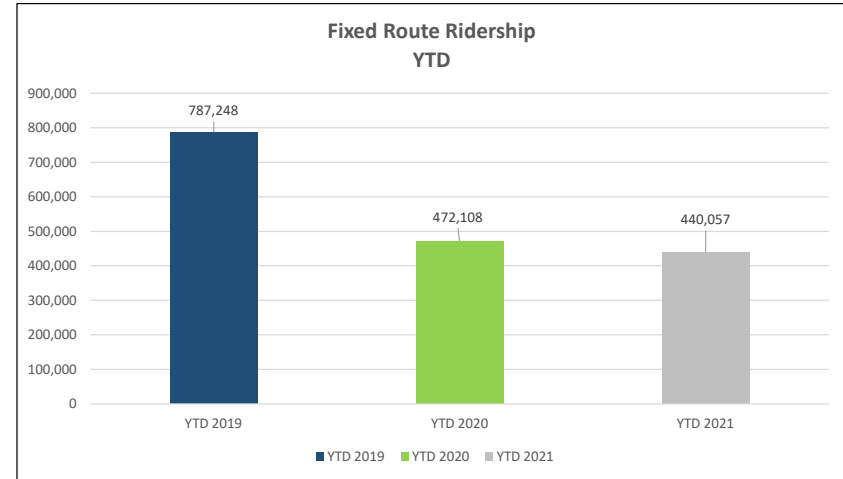
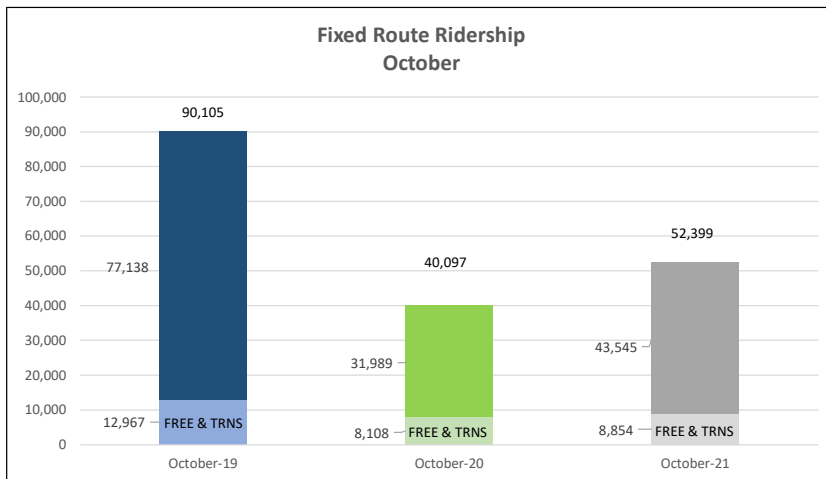
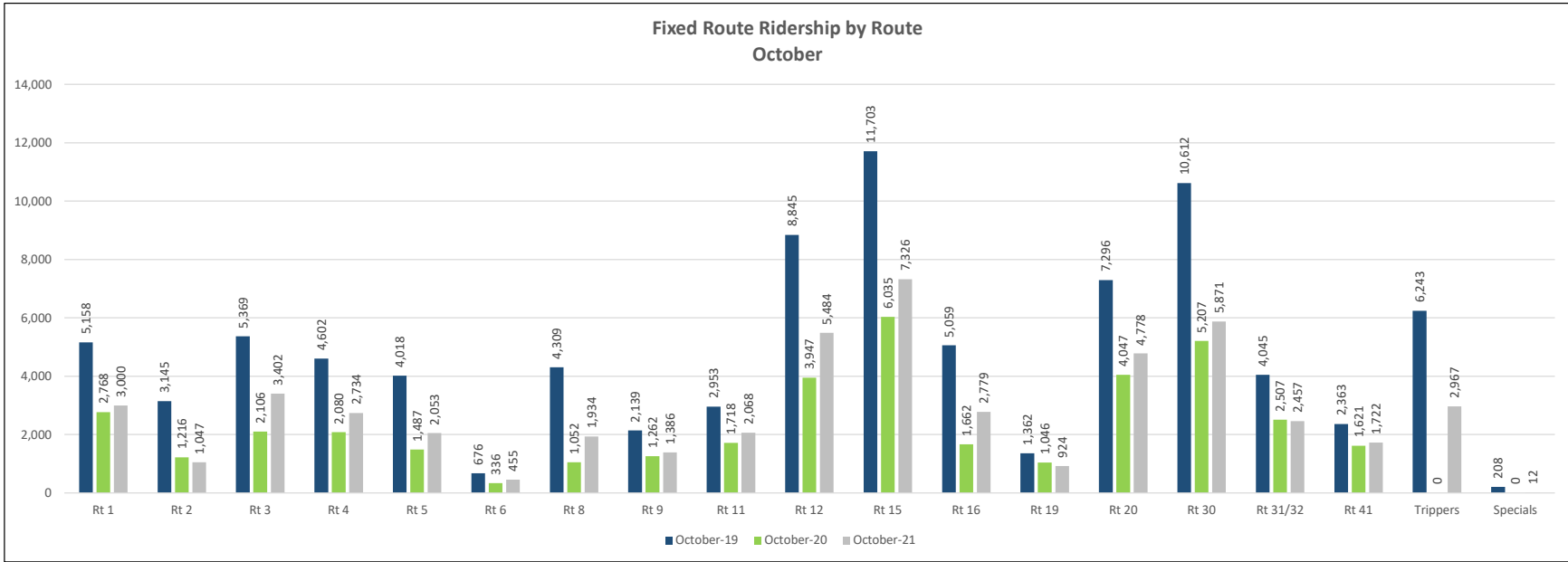
Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2021 Amended Budget	2021 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	116,094	76,656	1,030,695	826,499	2,052,750	50.21%
VTII - Elderly	2,604	1,607	29,417	18,904	62,480	47.08%
PT - Optional (Sunday)	212	21	3,463	1,628	17,850	19.40%
Family Care Employment Transportation	34,549	36,481	296,094	323,361	564,054	52.49%
Outagamie County Demand Response Rural	19,270	13,352	224,279	143,059	272,303	82.36%
Outagamie County Human Services Transportation	969	1,564	9,588	5,236	11,900	80.57%
Neenah Dial - A - Ride	6,279	7,182	87,794	72,226	150,920	58.17%
Calumet County Van Service	1,202	2,363	28,278	28,465	26,100	108.34%
Connector - Extended Service Hours	21,490	23,432	230,154	243,080	412,000	55.86%
Connector - Extended Service Area	5,931	10,558	77,894	88,220	141,625	55.00%
Downtown Trolley	8,173	4,101	34,736	33,718	30,379	114.34%
Total Purchased Transportation	216,773	177,317	2,052,392	1,784,396	3,742,361	54.84%







Valley Transit Ridership Report October 2021



Valley Transit Ridership Report October 2021

