



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Fox Cities Transit Commission

---

Wednesday, June 21, 2017

3:00 PM

Council Chambers, 6th Floor

---

### SPECIAL MEETING

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[17-918](#)

Approval of Minutes from Previous Meeting

**Attachments:** [Revised MeetingMinutes 04-26-17.pdf](#)

4. **Public Hearings/Appealances**

[17-919](#)

Public Participation on Agenda Items

[17-920](#)

Presentation of Valley Transit 2016 Audit by Schenck

**Attachments:** [2016-Financial Statements-2016 Appleton Valley Transit-ML-06122017.pdf](#)

[2016-Financial Statements-2016 Appleton Valley Transit-FS-06122017.pdf](#)

5. **Action Items**

[17-922](#)

Approval of Payments

**Attachments:** [2017 April check register.pdf](#)

[2017 April P-card statement.pdf](#)

[17-921](#)

New Hope Temporary Six Month Extension

**Attachments:** [FCTC 2017 New Hope Extension.pdf](#)

[2017 New Hope Extension.pdf](#)

[2012 New Hope Contract.pdf](#)

[17-923](#)

Bus Washer Refurbish

**Attachments:** [Bus Washer Refurbish.pdf](#)

[17-924](#) Outagamie County Emergency Management Letter of Agreement

**Attachments:** [Outagamie County Emergency Management Letter of Agreement 2017.pdf](#)

## 6. Information Items

[17-925](#) April Ridership and Revenue

**Attachments:** [April Ridership and Revenue.pdf](#)

[17-926](#) Route 9 Link/Trolley Update

**Attachments:** [Trolley Map.pdf](#)

[17-927](#) Table of Organization Update

**Attachments:** [VT Table of Organization Update June 2017.pdf](#)

[17-928](#) Termination of Manager's Report

[17-929](#) Pending Items

**Attachments:** [Pending Items.xls](#)

## 7. 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](http://www.appleton.org)

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

---

Wednesday, April 26, 2017

3:00 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

2. Roll call of membership

**Present:** 9 - Kasimor, Detienne, Buckingham, Lobner, Gregozeski, Englebert,  
Dvorachek, Nau and Dearborn

**Excused:** 2 - Chairperson Rundquist and McCabe

3. Approval of minutes from previous meeting

[17-567](#)

Approval of minutes from March 8, 2017

**Attachments:** [MeetingMinutes 03-08-17.pdf](#)

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

4. Public Hearings/Appearances

[17-568](#)

Public Participation on Agenda Items

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

5. Action Items

[17-571](#)

Approve Valley Transit Rules of Conduct and Exclusion Policy

**Attachments:** [Valley Transit Exclusion Policy Memo.pdf](#)  
[Valley Transit Rules of Conduct and Exclusion Policy.pdf](#)

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

6. Information Items

[17-569](#) Election of Chair and Vice-Chair, Meeting Dates and Time

*This action item was moved to information items.*

**Commissioner Rundquist elected as Chairman and Alderperson Lobner elected as Vice-Chairman. Meeting dates will be the second and fourth Wednesday of each month at 3:00 PM.**

[17-570](#) Approval of Payments

**Attachments:**     [2017 Feb Check Register.pdf](#)  
                              [2017 Feb P-card Statement.pdf](#)  
                              [2017 March Check Register.pdf](#)  
                              [2017 March P-card Statement.pdf](#)

*This action item was moved to information items.*

**Commissioner Gregozeski moved, seconded by Commissioner Nau, that the Report Action Item be approved. Voice Vote. Motion Carried.**

[17-572](#) 2017 1st Quarter Dashboard (KPI)

**Attachments:**     [Q1-Dashboard 2017.pdf](#)

**This Presentation was presented.**

[17-573](#) February and March Ridership and Revenue

**Attachments:**     [February and March Ridership and Revenue.pdf](#)  
                              [2017 February and March Comp Ridership by Route.pdf](#)  
                              [2017 February and March PM by Route.pdf](#)

**This Presentation was presented.**

[17-574](#) February and March Financials

**Attachments:**     [February 2017 FCTC Monthly Income Statement.pdf](#)  
                              [March 2017 FCTC Monthly Income Statement.pdf](#)  
                              [February 2017 FCTC Purchased Transportation.pdf](#)  
                              [March 2017 FCTC Purchased Transportation.pdf](#)

**This Presentation was presented.**



[17-575](#)

## Manager's Report

**Attachments:**    [04.26.2017 Managers Report.pdf](#)  
                              [Updated T.O. as requested by FCTC 04.2017 \(002\).pdf](#)  
                              [VT-2016 By The Numbers.pdf](#)

**This Presentation was presented.**

[17-576](#)

## Pending Items

**Attachments:**    [Pending Items.pdf](#)

**This Presentation was presented.**

7.     Adjournment

**Commissioner Nau moved, seconded by Commissioner Gregozeski, that the meeting be adjourned. Voice Vote. Motion Carried.**

**MANAGEMENT COMMUNICATIONS**

**VALLEY TRANSIT  
CITY OF APPLETON, WISCONSIN**

**DECEMBER 31, 2016**

**VALLEY TRANSIT  
CITY OF APPLETON, WISCONSIN  
December 31, 2016**

**TABLE OF CONTENTS**

	<u>Page No.</u>
COMMUNICATION TO THE TRANSIT COMMISSION	1 - 4
APPENDIX Management Representation Letter	

To the Fox Cities Transit Commission  
Valley Transit  
City of Appleton, Wisconsin

We have audited the financial statements of Valley Transit, (the "Transit") for the year ended December 31, 2016. The Transit's financial statements, including our report thereon dated June 8, 2017, are presented in a separate audit report document. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities Under U.S. Generally Accepted Auditing Standards, Government Auditing Standards, Uniform Guidance and State Single Audit Guidelines

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the Transit's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on major federal and state programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Uniform Guidance and the *State Single Audit Guidelines*.

As part of obtaining reasonable assurance about whether the Transit's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with Uniform Guidance and the *State Single Audit Guidelines*, we examined, on a test basis, evidence about the Transit's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Compliance Supplement" and the *State Single Audit Guidelines* applicable to each of its major federal and state programs for the purpose of expressing an opinion on the Transit's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the Transit's compliance with those requirements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our correspondence about planning matters.

## Significant Audit Findings

### *Consideration of Internal Control*

#### Financial Statements

In planning and performing our audit of the financial statements of the Transit as of and for the year ended December 31, 2016, in accordance with auditing standards generally accepted in the United States of America, we considered the Transit's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Transit's internal control. Accordingly, we do not express an opinion on the effectiveness of the Transit's internal control. Our report on internal control over financial reporting and on compliance and other matters is presented on pages 24 - 25 of the annual report.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Transit's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses.

#### Federal and State Awards

In planning and performing our audit of compliance for each major federal and state program, we considered the Transit's internal control over compliance (internal control) as a basis for designing audit procedures for the purpose of expressing our opinion on compliance requirements that could have a direct and material effect on each of the Transit's major federal and state programs for the year ended December 31, 2016, but not for the purpose of expressing an opinion on the effectiveness of the Transit's internal control. Accordingly, we do not express an opinion on the effectiveness of the Transit's internal control. Our report on internal control over compliance is presented in the City of Appleton's annual financial report.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that noncompliance of the Transit's major federal or state award programs will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Transit are described in Note A to the financial statements. As described in Note B to the financial statements, the Transit changed accounting policies related to fair value measurement by adopting Statement of Governmental Accounting Standards Board (GASB) No. 72, *Fair Value Measurement and Application* in 2016. We noted no transactions entered into by the Transit during the year for which there is a lack of authoritative guidance or consensus. To the best of our knowledge, all significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates included in the financial statements were:

Management's estimate of accumulated sick leave is based on of the employees sick leave balance. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the related liability in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the depreciable life of the capital assets is based upon analysis of the expected useful life of the capital assets. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the depreciable life in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability (asset) and related deferred outflows/inflows of resources is based on information received from the Wisconsin Retirement System. We evaluated the key factors and assumptions used to develop the net pension asset and related deferred outflows/inflows of resources in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of allowance for potentially uncollectible grants. These estimates are based upon management's knowledge of, and past experience with the outstanding balances. We evaluated the key factors and assumptions used to develop this estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. No such misstatements were noted.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated June 8, 2017. The management representation letter follows this communication.

### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Transit's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Transit's auditors. However, these discussions occurred in the normal course of our professional relationship and, to the best of our knowledge, our responses were not a condition to our retention.

### *Other Matters*

We applied certain limited procedures to the schedules relating to pensions, which are required supplementary information (RSI) that supplement the financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

### *Restriction on Use*

This information is intended solely for the information and use of the Transit Commission, and management of Valley Transit and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,



Certified Public Accountants  
Green Bay, Wisconsin  
June 8, 2017

## **APPENDIX**





"...meeting community needs...enhancing quality of life."

June 8, 2017

Schenck SC  
2200 Riverside Drive  
P.O. Box 23819  
Green Bay, WI 54305-3819

This representation letter is provided in connection with your audit of the financial statements of Valley Transit (the "Transit"), as of December 31, 2016, and the changes in the financial position and cash flows for the year then ended, and the related notes to the financial statements for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items in No. 46 are considered material based on the materiality criteria specified in Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 8, 2017, the following representations made to you during your audit.

#### Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 20, 2016, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds of the Transit required by generally accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

6. In regards to accounting estimates:

- The measurement processes used by management in determining accounting estimates is appropriate and consistent.
- The assumptions appropriately reflect management's intent and ability to carry out specific courses of action.
- The disclosures related to accounting estimates are complete and appropriate.
- No subsequent event has occurred that would require adjustment to the accounting estimates or disclosures included in the financial statements.

7. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

8. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.

9. We are not aware of any pending or threatened litigation, claims or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.

10. Guarantees, whether written or oral, under which the Transit is contingently liable, if any, have been properly recorded or disclosed.

**Information Provided**

11. We have provided you with:

- a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
- b. Additional information that you have requested from us for the purpose of the audit.
- c. Unrestricted access to persons within the Transit from whom you determined it necessary to obtain audit evidence.
- d. Minutes of the meetings of the Transit Commission or summaries of actions of recent meetings for which minutes have not yet been prepared.

12. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedules of expenditures of federal awards and state financial assistance.

13. We made an assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have disclosed the results of our assessment as follows:

- a. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

- i. Management,
  - ii. Employees who have significant roles in internal control, or
  - iii. Others where the fraud could have a material effect on the financial statements.
- b. We have no knowledge of any allegations of fraud or suspected fraud affecting the Transit's financial statements communicated by employees, former employees, regulators, or others.
14. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
15. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
16. We have disclosed to you the identity of the Transit's related parties and all the related party relationships and transactions of which we are aware.

**Government - specific**

17. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
18. We have a process to track the status of audit findings and recommendations.
19. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
20. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
21. The Transit has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, deferred inflows/outflows of resources, or equity.
22. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
23. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
24. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
25. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

26. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
27. As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
28. The Transit has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
29. The Transit has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
30. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
31. The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.
32. Components of net position (net investment in capital assets, restricted, and unrestricted) are properly classified and, if applicable, approved.
33. Provisions for uncollectible receivables have been properly identified and recorded.
34. Expenses have been appropriately classified in or allocated to functions and programs in the statement of revenues, expenses and changes in net position, and allocations have been made on a reasonable basis.
35. Revenues are appropriately classified in the statement of revenues, expenses and changes in net position within operating and nonoperating revenues.
36. Deposits and investment securities and derivative transactions are properly classified as to risk and are properly disclosed.
37. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

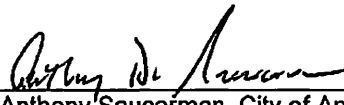
38. We have appropriately disclosed the Transit's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
39. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
40. We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles general accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
41. We agree with the findings of specialists in evaluating the pension benefits, and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
42. The methods and significant assumptions used to determine fair values of financial instruments are as follows: Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
43. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been reduced to their estimated net realizable value.
44. We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.
45. We do not plan to make frequent amendments to our pension benefit plans.
46. With respect to federal and state award programs:
  - a. We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration, including requirements relating to preparation of the schedule of federal awards and the schedule of state financial assistance.
  - b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) in accordance with the requirements of the Uniform Guidance and the schedule of state financial assistance (SSFA) in accordance with the requirements of the *State Single Audit Guidelines* and we believe the SEFA and SSFA, including their form and content, are fairly presented in accordance with the Uniform Guidance and the Guidelines. The methods of measurement or presentation of the SEFA and SSFA have not changed from those used in the

prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA and SSFA.

- c. If the SEFA and SSFA are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA and SSFA no later than the date we issue the SEFA and SSFA and the auditors' report thereon.
- d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance and the *State Single Audit Guidelines* and have included in the SEFA and SSFA expenditures made during the audit period for all awards provided by federal and state agencies in the form of awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e. We are responsible for understanding and complying with, and have complied with, the requirements of federal and state statutes, regulations, and the terms and conditions of federal and state awards related to each of our federal and state programs and have identified and disclosed to you the requirements of federal and state statutes, regulations, and the terms and conditions of federal and state awards that are considered to have a direct and material effect on each major federal and state program.
- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal and state programs that provide reasonable assurance that we are managing our federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a material effect on our federal and state programs. We believe the internal control system is adequate and is functioning as intended.
- g. We have made available to you all federal and state awards (including amendments, if any) and any other correspondence with federal and state agencies or pass-through entities relevant to federal and state programs and related activities.
- h. We have received no requests from a federal or state agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements, (except for noncompliance disclosed to you), including, when applicable, those set forth in the *OMB Compliance Supplement* and the *State Single Audit Guidelines*, relating to federal and state awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the requirements of federal and state awards.
- j. We have disclosed any communications from federal and state awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.
- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR Part 200, subpart E) and OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, if applicable.

- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal and state program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditors' report.
- r. Federal and state program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s. The copies of federal and state program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal and state agency or pass-through entity, as applicable.
- t. We have charged costs to federal and state awards in accordance with applicable cost principles.
- u. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and the *State Single Audit Guidelines* and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions.
- v. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- x. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance and the *State Single Audit Guidelines*.
- y. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

47. We have evaluated and classified any subsequent events as recognized or nonrecognized through the date of this letter. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.

Signed:   
Anthony Saucerman, City of Appleton  
Finance Director

Signed:   
Ron McDonald, Valley Transit  
General Manager



**VALLEY TRANSIT  
CITY OF APPLETON, WISCONSIN  
ANNUAL FINANCIAL REPORT  
DECEMBER 31, 2016**

**VALLEY TRANSIT  
CITY OF APPLETON, WISCONSIN  
December 31, 2016**

Table of Contents

	<u>Page No.</u>
INDEPENDENT AUDITORS' REPORT	1 - 2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3 - 7
FINANCIAL STATEMENTS	
Statement of Net Position	8
Statement of Revenues, Expenses and Changes in Net Position	9
Statement of Cash Flows	10
Notes to Financial Statements	11 - 23
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Proportionate Share of Net Pension Liability (Asset) - Wisconsin Retirement System	24
Schedule of Contributions - Wisconsin Retirement System	24
Notes to Required Supplementary Information	24
SUPPLEMENTARY INFORMATION	
Detailed Schedule of Revenues and Expenses - Regulatory Basis	25
Statement of Revenues and Expenses - Budget and Actual	26
Reconciliation of Revenues and Expenses to WisDOT and Federal Recognized Revenues and Expenses - Regulatory Basis	27
Computation of the Deficit Distribution Among the Subsidy Grantors	28
ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR FINANCIAL STATEMENTS	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	29 - 30

## INDEPENDENT AUDITORS' REPORT

To the Fox Cities Transit Commission  
Valley Transit  
City of Appleton, Wisconsin

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Valley Transit ("the Transit") as of and for the year ended December 31, 2016, and the related notes to the financial statements, as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the Transit's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Transit's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Transit as of December 31, 2016, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Emphasis of Matter***

As described in Note A, the financial statements present only the Valley Transit enterprise fund of the City of Appleton, Wisconsin, and do not purport to, and do not present fairly the financial position of the City of Appleton, Wisconsin, as of December 31, 2016 and the changes in its financial position or its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## **Other Matters**

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 and the schedules relating to pensions on page 24 be presented to supplement the financial statements. Such information, although not part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Transit's financial statements. The financial information listed in the table of contents as supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2017, on our consideration of the Transit's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Transit's internal control over financial reporting and compliance.



Certified Public Accountants  
Green Bay, Wisconsin  
June 8, 2017

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

# Valley Transit

## Management's Discussion and Analysis

The management of Valley Transit offers readers of our financial statements the following narrative overview and analysis of our financial activities for the years ended December 31, 2016 and 2015.

### Basic Financial Statements

Valley Transit is owned and operated by the City of Appleton, with our basic financial statements prepared using proprietary fund (enterprise fund) accounting that uses the same basis of accounting as private-sector business enterprises. Under this method of accounting, an economic resources measurement focus and an accrual basis of accounting is used.

Revenue is recorded when earned and expenses are recorded when incurred. The basic financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows. These are followed by the notes to the financial statements. In addition to the basic financial statements, this report also contains required supplementary information.

The Statement of Net Position presents information on the assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Valley Transit is improving or deteriorating.

The Statement of Revenue, Expenses and Changes in Net Position reports the operating revenues and expenses and non-operating revenues and expenses of Valley Transit for the fiscal year, with the difference – the net income or loss – being combined with any capital grants to determine the net change in position for the fiscal year. That change combined with the net position at the end of the prior year equals the net position at the end of the current fiscal year.

The Statement of Cash Flows reports cash and cash equivalent activities for the fiscal year resulting from operating activities, capital and related financing activities, non-capital and related financing activities and investing activities. The net result of these activities added to the beginning of the year cash balance equals the cash and cash equivalent balance at the end of the current fiscal year.

An analysis of Valley Transit's financial position begins with a review of the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position. These two statements report Valley Transit's net position and changes to it. It should be noted that the financial position can also be affected by non-financial factors, including economic conditions, population growth and new regulations.

Net position may serve over time as a useful indicator of the government's financial position. In the case of Valley Transit, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$5,241,267 as of December 31, 2016; compared to \$5,754,051 in 2015. The largest portion of Valley Transit's net position is the investment in capital assets (i.e. land, building, equipment and improvements). These assets are used to provide transportation services to customers.

	2016	2015
<b>Assets</b>		
Current Assets	\$2,747,504	\$2,212,158
Capital Assets	2,907,520	3,468,189
Other Assets	<u>1,607,910</u>	<u>1,910,863</u>
Total Assets	7,262,934	7,591,210
<b>Deferred Outflow of Resources</b>		
Deferred outflows related to pension	1,619,410	458,657
<b>Liabilities</b>		
Current Liabilities	2,601,257	2,177,614
Non-current Liabilities	<u>417,770</u>	<u>118,202</u>
Total Liabilities	3,019,027	2,295,816
<b>Deferred Inflow of Resources</b>		
Deferred inflows related to pension	622,050	-
<b>Net Position</b>		
Investment in capital assets	2,907,520	3,468,189
Restricted for depreciation reserve	1,607,910	1,481,216
Restricted for pension	-	429,647
Unrestricted	<u>725,837</u>	<u>374,999</u>
Total Net Position	5,241,267	5,754,051
Percent restricted	30.68%	25.74%

Current Assets increased in 2016 mostly due to payments owed to Valley Transit from the State towards accrued grants. Final payments on the State operating grants are received once the State Department of Transportation has completed its audit of Valley Transit's financial statements, which in recent years has lagged. Valley Transit received payments for 2012 and 2014 during 2016 but is still waiting for final payments on State grants from 2010, 2011, 2015 and 2016.

The decline in Capital Assets reflects a lower than average capital asset addition due to a lack of federal capital funding available for bus replacement and bus facilities. Depreciation expense of approximately \$597,000 and asset retirements of approximately \$9,000 were recorded.

The increase in Current Liabilities is due to the timing of the third quarter refunds to the funding partners. Checks were issued shortly after the end of the year. The increase in deferred inflows of resources in 2016 is related to a net pension liability representing Valley Transit's portion of the net deficit of the Wisconsin Retirement system.

Valley Transit saw a decrease in total Net Position during 2016 largely due to the decrease in Capital Assets and the increase in Current Liabilities as discussed above.

The following table provides a summary of Valley Transit's operations for the years ending December 31, 2016 and 2015.

	2016	2015
<b>Operating Revenues</b>		
Passenger fares for transit service	\$1,481,654	\$1,481,947
Special fare assistance	37,613	4,267
Non-transportation revenue	<u>92,992</u>	<u>107,184</u>
Total Operating Revenues	<u>1,612,259</u>	<u>1,593,398</u>
<b>Operating Expenses</b>		
Salaries and wages	2,781,786	2,414,557
Fringe benefits	1,286,619	1,338,533
Services	248,021	440,747
Materials and Supplies	698,612	738,432
Utilities	99,432	100,395
Casualty and Liability costs	184,688	180,072
Purchased transportation services	3,206,238	3,163,972
Miscellaneous	87,351	91,529
Depreciation	<u>597,166</u>	<u>641,396</u>
Total Operating Expenses	<u>9,189,913</u>	<u>9,109,633</u>
Operating Loss	<u>(7,577,654)</u>	<u>(7,516,235)</u>
<b>Operating Subsidies</b>		
Local	1,347,269	1,342,550
Investment Income <small>(credited as local subsidies)</small>	(9,161)	3,024
State	2,491,999	2,598,948
Federal	<u>2,603,077</u>	<u>2,481,702</u>
Total Subsidies	<u>6,433,184</u>	<u>6,426,224</u>
Loss Before Contributions & Transfers	(1,144,470)	(1,090,011)
Capital Contributions - Federal & State	-	-
Capital Contributions - Local	-	-
Loss on Asset Disposal	-	-
Transfers - Appleton Operating Subsidies	631,686	585,506
Transfers - Appleton Capital Subsidies	<u>-</u>	<u>-</u>
Change in Net Position	<u>(512,784)</u>	<u>(504,505)</u>
NET Position - Beginning of Year	5,754,051	5,388,703
Cumulative effect of a change in accounting principle	<u>-</u>	<u>869,853</u>
NET Position - End of Year	<u>5,241,267</u>	<u>5,754,051</u>



Operating revenues increased \$18,861 in 2016, mainly due to an increase in Special Fare Assistance revenue which was due to a reclassification of revenue received from a funding partner for fixed route service. This revenue was recorded as a local subsidy in 2015. Valley Transit saw a small decrease in fixed route ridership during 2016 (-4.7%) along with an overall decrease in use of paratransit services (-4.6%). In January 2015, fixed route fares were raised which resulted in an overall decline in ridership for 2015. While fare revenue remained relatively flat from 2015 to 2016, a fare increase typically results in reduced ridership. Some of the decrease in farebox revenue can be attributed to customers opting to use a more economical form of fare payment. During 2016, Valley Transit saw an increased use of both the 30 day senior disabled tickets and the reduced youth fares.

Operating expenses increased by \$80,280, mostly due to an increase in Salaries and Wages and Purchased Transportation costs, offset by decreases in other areas. Personnel cost increased approximately 12% due to additional pension expense along with a negotiated 2% contractual increase under the labor agreement with union employees.

### Capital Assets

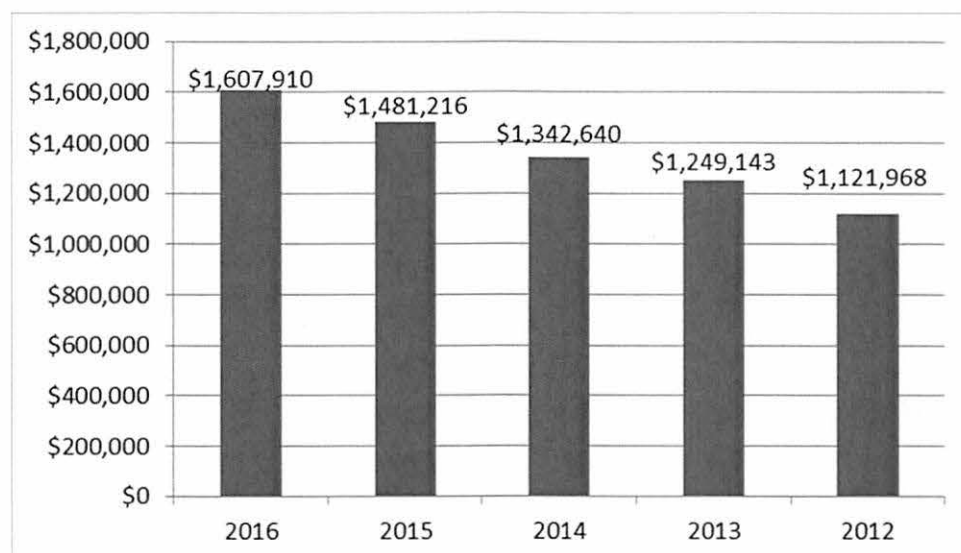
The Federal Transit Administration provides 80% of the funding to purchase Valley Transit's capital assets and therefore has significant interest in their use. The remaining 20% is funded either through Valley Transit's depreciation reserve for replacement equipment or from current year support from the various local governments that participate in Valley Transit. Net position in years in which there are no major capital acquisitions can be expected to decline by 80% of depreciation expense.

During 2016, Valley Transit did not acquire any new capital assets.

### Funded Depreciation Reserve – Restricted Assets

Restricted Net Position represents a funded reserve used to pay for asset replacements that are not paid for by capital grants; typically 20% of the asset value. This reserve is funded by a charge equal to 20% of annual depreciation expense levied on the system's fixed route local municipal partners.

The balance of this account over the past five years is as follows:



While capital assets are 80% funded by Federal Transit grants and Valley Transit has purchased capital items over the last five years using the depreciation reserve for the remaining 20%, we have not made significant purchases so the balance in this fund is appropriately increasing.

### **Requests for Information**

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of Valley Transit's finances. If you have questions about this report or need any additional information contact the City of Appleton, Valley Transit Attn: Ronald McDonald, General Manager at 1.920.832.2291 or [Ronald.McDonald@appleton.org](mailto:Ronald.McDonald@appleton.org).

## **FINANCIAL STATEMENTS**

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Statement of Net Position  
December 31, 2016

**ASSETS**

Current Assets

Cash and investments	\$ 839,504
Accounts receivable	
State of Wisconsin operating assistance	802,124
Allowance for potentially uncollectable state grant	(105,275)
Federal capital and operating grants	481,508
Local governments	171,960
Other receivables	264,935
Inventories	266,192
Prepaid expenses	26,556
Total Current Assets	<u>2,747,504</u>

Restricted Assets

Cash and investments	<u>1,607,910</u>
----------------------	------------------

Capital Assets

Land	891,831
Building and improvements	3,887,924
Vehicles	8,042,035
Shop equipment	272,062
Office equipment	128,897
Bus shelters and signs	247,970
Gross capital assets	<u>13,470,719</u>
Less: accumulated depreciation	<u>(10,563,199)</u>
Total Capital Assets, net	<u>2,907,520</u>

<b>TOTAL ASSETS</b>	<u><b>7,262,934</b></u>
---------------------	-------------------------

**DEFERRED OUTFLOWS OF RESOURCES**

Deferred outflows related to pension	<u>1,619,410</u>
--------------------------------------	------------------

**LIABILITIES**

Current Liabilities

Accounts payable	745,586
Unearned revenues	375,457
Accrued expenses	215,031
Due to local governments	1,265,183
Total Current Liabilities	<u>2,601,257</u>

Long-term

Accrued sick leave	124,897
Net pension liability	292,873
Total Long-term Liabilities	<u>417,770</u>

<b>TOTAL LIABILITIES</b>	<u><b>3,019,027</b></u>
--------------------------	-------------------------

**DEFERRED INFLOWS OF RESOURCES**

Deferred inflows related to pension	<u>622,050</u>
-------------------------------------	----------------

**NET POSITION**

Investment in capital assets	2,907,520
Restricted for capital expenditures	1,607,910
Unrestricted	<u>725,837</u>
<b>TOTAL NET POSITION</b>	<u><b>\$ 5,241,267</b></u>

The notes to the financial statements are an integral part of this statement.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Statement of Revenues, Expenses and Changes in Net Position  
For the Year Ended December 31, 2016

Operating Revenues	
Regular passenger fares	\$ 1,481,654
Special fares	37,613
Advertising services	55,455
Other	37,537
Total Operating Revenues	<u>1,612,259</u>
Operating Expenses	
Salaries and wages	2,781,786
Employee fringe benefits	1,286,619
Contractual services	248,021
Fuels and lubricants	312,394
Materials and supplies - tires and tubes	48,975
Materials and supplies - other	337,243
Utilities	99,432
Depreciation	597,166
Insurance and taxes	184,688
Purchased transportation services	3,206,238
Miscellaneous	87,351
Total Operating Expenses	<u>9,189,913</u>
Operating Loss	<u>(7,577,654)</u>
Nonoperating Revenues	
Return on investments	(9,161)
Federal operating assistance	2,603,077
State operating assistance	2,491,999
Local operating assistance	1,347,269
Total Nonoperating Revenues	<u>6,433,184</u>
Net Loss Before Transfers	(1,144,470)
Transfer from other funds - City operating subsidy	<u>631,686</u>
Change in Net Position	(512,784)
Net Position - January 1	<u>5,754,051</u>
Net Position - December 31	<u><u>\$ 5,241,267</u></u>

The notes to the financial statements are an integral part of this statement.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Statement of Cash Flows  
For the Year Ended December 31, 2016

Cash Flows from Operating Activities	
Cash received from user charges	\$ 1,501,993
Cash payments to suppliers	(4,186,361)
Cash payments to employees	(3,875,802)
Net Cash Used by Operating Activities	<u>(6,560,170)</u>
Cash Flows from Noncapital Financing Activities	
Federal operating assistance	2,761,938
State operating assistance	2,668,355
Local operating assistance	2,100,150
Net Cash Provided by Noncapital Financing Activities	<u>7,530,443</u>
Cash Flows from Capital and Related Financing Activities	
Acquisition of capital assets	(34,243)
Loss on the sale of capital assets	(2,254)
Net Cash Used by Capital and Related Financing Activities	<u>(36,497)</u>
Cash Flows from Investing Activities	
Interest received on investments	<u>(9,161)</u>
Net Increase in Cash and Cash Equivalents	924,615
Cash and Cash Equivalents - January 1	<u>1,522,799</u>
Cash and Cash Equivalents - December 31	<u><u>\$ 2,447,414</u></u>
Reconciliation of Operating Loss to Net Cash	
Used by Operating Activities:	
Operating loss	\$ (7,577,654)
Adjustments to reconcile operating loss to net cash used by operating activities	
Depreciation	597,166
Change in pension related assets and deferred outflows	(731,106)
Change in pension related liabilities and deferred inflows	914,923
Cash provided (used) by changes in assets and liabilities	
Accounts receivable	(100,922)
Inventories	(106,444)
Prepaid expense	(1,798)
Accounts payable	446,223
Accrued payroll and payroll taxes	2,091
Accrued sick leave	6,695
Unearned revenue	(9,344)
Net Cash Used by Operating Activities	<u><u>\$ (6,560,170)</u></u>
Reconciliation of cash and cash equivalents to Statements of Net Position	
Statement of Net Position accounts	
Current cash and investments	\$ 839,504
Restricted cash and investments	1,607,910
Cash and Cash Equivalents	<u><u>\$ 2,447,414</u></u>

The notes to the financial statements are an integral part of this statement.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Valley Transit (the "Transit"), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies used by the Transit are described below

1. Reporting Entity

Valley Transit, an enterprise fund of the City of Appleton (the "City"), provides public bus transportation in the City and surrounding communities. The Transit is governed by the Transit Commission which consists of city council members, citizen representatives, and representatives from participating governments.

2. Measurement Focus and Basis of Accounting

The Transit is presented as an enterprise fund of the City. Enterprise funds are to be used for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred and net income is necessary for management accountability.

The financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange or exchange-like transactions are recognized when the exchange takes place. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

3. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less are considered to be cash equivalents.

The Transit is included in the City's investment policy which follows state statutes for allowable investments.

4. Restricted Cash and Investments

Valley Transit collects the local share of capital additions from the contributing municipalities in advance based on depreciation expense. These funds are shown as restricted assets in the financial statements and are not to be used for future purchases of capital items.

5. Accounts Receivable

Transit considers receivables from government units to be fully collectible. The Transit has established an allowance for potentially uncollectible state operating funds. Any reduction in state aid as a result of reduced collections would be offset by local aid recovered from the local partners.

6. Inventories

Materials and supplies are used for operation and maintenance work, not for resale. Inventories are valued at lower of cost or market utilizing the average cost method and charged to operation and maintenance expense when used.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE A - SUMMARY OF ACCOUNTING POLICIES (Continued)**

7. Prepaid expenses

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items using the consumption method.

8. Capital Assets

Capital assets are defined by the Transit as assets with an initial, individual cost of \$5,000 or higher and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Building and improvements	25
Vehicles	3 - 15
Shop Equipment	2 - 10
Office Equipment	3 - 10
Shelters and Signs	5 - 10

9. Capital Associated Maintenance Items

Certain major vehicle parts such as tires, transmissions, differentials, etc. as well as certain special studies are eligible for funding under federal capital grants. These items are called "capital associated maintenance items." In the year these items are purchased, they are recorded as operating expenses and the related capital grants are recorded as federal operating assistance.

10. Revenue Recognition

The Transit distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services. The principal operating revenues of the transit system are charges to customers for services. In addition, as fully described in Note D, the transit system also receives operating subsidies from state, local, and federal governments. Operating expenses include cost of sales, administrative expenses, and depreciation on capital assets. Other revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

11. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.



**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE A - SUMMARY OF ACCOUNTING POLICIES (Continued)**

**12. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Transit has one item that qualifies for reporting in this category in the statement of net position. The item is related to the Transit's proportionate share of the Wisconsin Retirement System pension plan and is deferred and amortized over the expected remaining service lives of the pension plan participants.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The item is related to the Transit's proportionate share of the Wisconsin Retirement System pension plan and is deferred and amortized over the expected remaining service lives of the pension plan participants.

**13. Unearned Revenues**

Unearned revenues represent tickets that have been sold to agencies, but not yet used or redeemed.

**14. Compensated Absences**

All permanent employees are allowed to accumulate up to 960 hours of sick time. Upon retirement, the equivalent value of the accumulated sick leave up to 720 hours shall be paid to the employee. Non-represented employees are also entitled to an additional 240 hours of accumulated sick leave, if available, which can be used to pay for health insurance premiums under the City's group insurance policy.

Employees earn varying amounts of vacation based on years of service. Vacation time is awarded on January 1 based on the prior year's service and is therefore accrued at the end of each year.

**15. Charges for Services**

Transit fares are recorded as revenue continuously through the year. The value of tickets for various paratransit services sold but not used is recorded as a liability. Fares were made effective January 1, 2009 and revised effective January 5, 2015, as approved by the Valley Transit Commission.

**16. Capital Contributions**

The Transit has received federal, state, local and other grants to pay a portion of the costs of capital assets or capital associated maintenance items. The value of property contributed to the Transit is reported as revenues on the statements of revenues, expenses and changes in net position.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE A - SUMMARY OF ACCOUNTING POLICIES (Continued)**

**17. Fund Equity**

Equity is classified as net position and displayed in three components:

- Net investment in capital assets - Amount of capital assets, net of accumulated depreciation, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources. As of December 31, 2016, Valley Transit does not have any outstanding debt.
- Restricted net position - Amount of net position that are subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation. As of December 31, 2016, Valley Transit has \$1,607,910 of restricted net position.
- Unrestricted net position - Net position that are neither classified as restricted nor as net investment in capital assets.

**NOTE B - CASH AND INVESTMENTS**

**1. Cash and Investments**

The Transit cash and investments are commingled with the entire City; therefore, individual fund bank balances cannot be determined. Please refer to the City-wide financial statements for further information.

**2. Fair Value Measurements**

The Transit implemented GASB Statement No. 72, *Fair Value Measurement and Application*, for the year ending December 31, 2016. The Transit categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs. Please refer to the City-wide financial statements for further information.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE C - CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2016 was as follows:

	Balance 1/1/16	Increases	Decreases	Balance 12/31/16
Capital assets, not being depreciated:				
Land	\$ 891,831	\$ -	\$ -	\$ 891,831
Capital assets, being depreciated:				
Building and improvements	3,860,428	34,246	6,750	3,887,924
Vehicles	8,042,035	-	-	8,042,035
Shop equipment	272,062	-	-	272,062
Office equipment	128,897	-	-	128,897
Bus shelters and signs	247,970	-	-	247,970
Subtotals	12,551,392	34,246	6,750	12,578,888
Less accumulated depreciation	9,975,037	597,167	9,005	10,563,199
Total capital assets, being depreciated, net	2,576,355	(562,921)	(2,255)	2,015,689
Capital assets, net	\$ 3,468,186	\$ (562,921)	\$ (2,255)	\$ 2,907,520

**NOTE D - OPERATING SUBSIDIES AND TRANSFERS**

The Transit receives operating subsidies from the federal, state, and local governments. The Transit submits an annual request for state subsidies which are limited by 1) the maximum amount of the grant award, 2) five times the local contribution, and 3) the non-federal share of the audited operating deficit. The Transit combined state and federal operating assistance shall not exceed 60% of audited operating expenses.

State operating assistance is received in quarterly payments from the Wisconsin Department of Transportation. A portion of the fourth quarter is withheld pending final audit by the DOT staff.

Local governments contribute their estimated share of operating costs either monthly or quarterly. Funds not needed for immediate operations are invested and the interest earned is credited to the various local governmental units based upon their contributions. The interest, included restricted capital funding, realized for 2016 amounted to an investment loss of \$9,161. At the end of the year, actual operating costs are allocated between the various local governmental units based on the number of hours of services provided to each. Any excess payments are recorded as payables, or deficiencies as receivables.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE D - OPERATING SUBSIDIES AND TRANSFERS (Continued)**

Operating assistance for 2016 was as follows:

	<u>2016</u>
Governmental Unit	
Federal	\$ 2,456,156
Federal - capital maintenance	30,946
Federal - enhanced mobility of S/D	115,975
State of Wisconsin	2,383,976
State of Wisconsin - paratransit aid	108,023
Local	
City of Appleton (reported as transfer)	631,686
City of Appleton share of investment return	(9,161)
Town of Buchanan	13,241
City of Kaukauna	24,141
Village of Kimberly	16,301
City of Menasha	40,724
Fox Crossing	48,446
Fox Crossing - Elderly	7,490
City of Neenah	84,349
City of Neenah - Elderly	33,338
City of Neenah - Industrial route	11,462
Village of Little Chute	17,414
Town of Grand Chute	130,282
Town of Harrison	185
Town of Greenville	567
Outagamie County - Link	73,810
Special transportation - Outagamie County	168,300
Special Transportation - Winnebago County	40,814
Special transportation - Calumet County	3,971
New Hope	133,301
Appleton Downtown Inc. - Trolley	13,321
Connector	67,882
IRIS	18,668
Lakeland Care District	24,719
Community Care - Specialized Transportation	374,543
	<u>\$ 7,064,870</u>

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE E - LONG-TERM OBLIGATIONS**

Long-term obligations activity for the year ended December 31, 2016 was as follows:

	Balance 1/1/16	Increases	Decreases	Balance 12/31/16	Due Within One Year
Accrued sick leave	\$ 118,202	\$ 18,622	\$ 11,927	\$ 124,897	\$ -

**NOTE F - PENSION PLAN**

1. Plan Description

The WRS is a cost-sharing, multiple-employer, defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1,200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and State executive participants) are entitled to receive an unreduced retirement benefit. The factors influencing the benefit are: (1) final average earnings, (2) years of creditable service, and (3) a formula factor.

Final average earnings is the average of the participant's three highest years' earnings. Creditable service is the creditable current and prior service expressed in years or decimal equivalents of partial years for which a participant receives earnings and makes contributions as required. The formula factor is a standard percentage based on employment category.

Employees may retire at age 55 (50 for protective occupation employees) and receive reduced benefits. Employees terminating covered employment before becoming eligible for a retirement benefit may withdraw their contributions and forfeit all rights to any subsequent benefits.

The WRS also provides death and disability benefits for employees.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE F - PENSION PLAN (Continued)**

**2. Post-Retirement Adjustments**

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment	Variable Fund Adjustment
2006	0.8%	3%
2007	3.0%	10%
2008	6.6%	0%
2009	(2.1)%	(42)%
2010	(1.3)%	22%
2011	(1.2)%	11%
2012	(7.0)%	(7)%
2013	(9.6)%	9%
2014	4.7%	25%
2015	2.9%	2%

**3. Contributions**

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, and Executives and Elected Officials. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the reporting period, the WRS recognized \$178,393 in contributions from the Transit.

Contribution rates as of December 31, 2016 are:

Employee Category	Employee	Employer
General	6.6%	6.6%
Executives & Elected Officials	6.6%	6.6%
Protective with Social Security	6.6%	9.4%
Protective without Social Security	6.6%	13.2%

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE F - PENSION PLAN (Continued)**

4. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2016, the Transit reported a liability of \$292,873 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2014 rolled forward to December 31, 2015. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Transit's proportion of the net pension liability was based on the Transit's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2015, the Transit's proportion was 0.01802318%, which was an increase of 0.00027640% from its proportion measured as of December 31, 2014.

For the year ended December 31, 2016, the Transit recognized pension expense of \$183,817.

At December 31, 2016, the Transit reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 49,546	\$ 616,347
Net differences between projected and actual earnings on pension plan investments	1,199,107	-
Changes in assumptions	204,907	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	3,253	5,703
Employer contributions subsequent to the measurement date	162,597	-
Total	<u>\$ 1,619,410</u>	<u>\$ 622,050</u>

\$162,597 reported as deferred outflows related to pension resulting from Transit's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year ended December 31	Deferred Outflows of Resources	Deferred Inflows of Resources
2016	\$ 378,362	\$ 150,537
2017	378,362	150,537
2018	378,362	150,537
2019	315,172	150,537
2020	6,555	19,902
	<u>\$ 1,456,813</u>	<u>\$ 622,050</u>

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE F - PENSION PLAN (Continued)**

**5. Actuarial Assumption**

The total pension liability in the December 31, 2015, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2014
Measurement Date of Net Pension Liability:	December 31, 2015
Actuarial Cost Method:	Entry Age
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return:	7.2%
Discount Rate:	7.2%
Salary Increases:	
Inflation	3.2%
Seniority/Merit	0.2% - 5.6%
Mortality:	Wisconsin 2012 Mortality Table
Post-retirement Adjustments*	2.1%

\* No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 2.1% is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.

Actuarial assumptions are based upon an experience study conducted in 2012 using experience from 2009 - 2011. The total pension liability for December 31, 2015 is based upon a roll-forward of the liability calculated from the December 31, 2014 actuarial valuation.

**Long-term Expected Return on Plan Assets.** The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Current Asset Allocation %	Destination Target Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
<b>Core Fund Asset Class</b>				
U.S. Equities	27%	23%	7.6%	4.7%
International Equities	24.5%	22%	8.5%	5.6%
Fixed Income	27.5%	37%	4.4%	1.6%
Inflation Sensitive Assets	10%	20%	4.2%	1.4%
Real Estate	7%	7%	6.5%	3.6%
Private Equity/Debt	7%	7%	9.4%	6.5%
Multi-Asset	4%	4%	6.7%	3.8%
Total Core Fund	107%	120%	7.4%	4.5%
<b>Variable Fund Asset Class</b>				
U.S. Equities	70%	70%	7.6%	4.7%
International Equities	30%	30%	8.5%	5.6%
Total Variable Fund	100%	100%	7.9%	5.0%



**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE F - PENSION PLAN (Continued)**

*Single Discount Rate.* A single discount rate of 7.20% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 7.20% and a long-term bond rate of 3.57%. Because of the unique structure of WRS, the 7.20% expected rate of return implies that a dividend of approximately 2.1% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

*Sensitivity of the Transit's proportionate share of the net pension liability (asset) to changes in the discount rate.* The following presents the Transit's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.20 percent, as well as what the Transit's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.20 percent) or 1-percentage-point higher (8.20 percent) than the current rate:

	1% Decrease to Discount Rate (6.2%)	Current Discount Rate (7.2%)	1% Increase to Discount Rate (8.2%)
Transit's proportionate share of the net pension liability (asset)	\$ 2,054,218	\$ 292,873	\$ (1,082,768)

*Pension plan fiduciary net position.* Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <http://etf.wi.gov/publications/cafr.htm>.

**6. Payable to the WRS**

At December 31, 2016 Transit reported a payable of \$0 for the outstanding amount of contributions to the pension plan for the year ended December 31, 2016.

**NOTE G - OTHER POST EMPLOYMENT BENEFITS**

The City administers a single-employer defined benefit healthcare plan ("the Retiree Health Plan"). The City's group health insurance plan provides coverage to active employees and retirees at blended premium rates. This results in other postemployment benefits for retirees, commonly referred to as an implicit rate subsidy. The retirees pay 100% of the premium amounts under the plan. Specific information concerning the Transit's other postemployment benefits has not been determined. Please refer to the City's financial statements for information concerning the City's other postemployment benefits.

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE H - RISK MANAGEMENT**

1. Self-Insurance

Transit participates in the City of Appleton's Insurance Fund (an internal service fund). The City established this fund to account for and finance its common insurance premiums, risk management costs and uninsured risks of loss. All funds of the City participate in the fund and make payments based on historical estimates of the amounts needed to pay prior and current year claims and administration costs. The charge considers recent trends in actual claims and experience of the City as a whole and makes provision for losses relating to catastrophes. The City carries a variety of self-insured retention (SIR) levels and deductibles. The SIR for each general, automobile, police professional, or public official's claim is \$500,000 per occurrence up to \$800,000 in a year and \$300,000 per occurrence for each worker's compensation claim. The deductibles for property damage claims range from \$100 to \$10,000. The City also purchases commercial insurance coverage in excess of the SIR and deductible. In addition, the City retains a balance in the fund for uninsured losses such as environmental/pollution claims and employment practices claims. Settled claims for Valley Transit have not exceeded this commercial coverage in any of the past three years. Valley Transit's share of insurance fund costs was \$95,736 in 2016. The City's Comprehensive Annual Financial Report contains additional information about the insurance fund and the City's risk management policies.

2. Transit Mutual Insurance Corporation of Wisconsin (TMi)

Transit Mutual Insurance Corporation of Wisconsin (TMi) is a municipal insurance corporation, which insures auto liability and vehicle physical damage for municipally-owned transit systems in Wisconsin. Each insured property is an owner of the mutual insurance corporation. The City insures its Transit systems' auto liability and physical damage with TMi and is an owner of the corporation.

In 2016, TMi issued to the City an auto liability insurance policy with a \$250,000 per person policy limit and a \$7,000,000 per accident policy limit. TMi insures \$2,500,000 and reinsures \$4,500,000 with Genesis Insurance. In addition, the City's policy provides for \$25,000 per person and \$50,000 per accident in uninsured/underinsured motorist insurance.

The physical damage policy issued by TMi to the City provides collision and comprehensive coverage for the lesser of the agreed value or the cost of repairs minus a \$500 per accident deductible for private passenger and service units and a \$1,000 per accident deductible for bus units.

Management of TMi consists of a board of directors comprised of one representative for each member. The City does not exercise any control over the activities of the corporation beyond its representation on the board of directors.

Premiums are determined in advance of each premium year, which begins on January 1. TMi is an assessable mutual; accordingly, the board of directors may require that supplemental contributions be made by members to ensure adequate funds are available to meet obligations applicable to the premium year. Members are required by Wisconsin statute and TMi bylaws to fund any deficit attributable to a premium year during which they were a member. TMi was incorporated in 1985 and began issuing insurance policies in 1986; there has never been a member assessment beyond the annual premiums. In 2016, Transit Mutual returned surplus to Valley Transit pursuant to its surplus management policy; in addition, dividends were paid to Valley Transit in 2016.

The City's share of this corporation is 4.87% for auto liability and 3.39% for physical damage liability. A list of the other members and their share of participation is available in the TMi report which is available from TMi, P.O. Box 1135, Appleton, WI 54915-1483 or by email from [tmi@transitmutual.com](mailto:tmi@transitmutual.com).

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Notes to Financial Statements  
December 31, 2016

**NOTE H - RISK MANAGEMENT (Continued)**

3. Health Insurance

The City provides health and dental care benefits to employees through a self-funded plan with specific insurance coverage. The plan is administered by United Health Care and Delta Dental. Insurance premiums, based on historical cost, are paid into the general fund from all other City funds and are available to pay claims, administrative costs, and stop loss claims.

The estimated liability for self-funded losses is based on reported claims for the year and those received subsequent to year end.

The City's Comprehensive Annual Financial Report contains additional information about the insurance fund and the City's risk management procedures.

**NOTE I - COMMITMENTS AND CONTINGENCIES**

1. Paratransit Service Contracts

Transit contracts with a number of surrounding cities and counties for demand-responsive paratransit services. Contract terms and conditions may vary for each provider.

2. Long Term Contract - Running, Inc.

In 2009, Transit entered into a long-term contract with Running, Inc. effective April 1, 2009 through March 2012. The contract contained two option years and was extended through December 31, 2012 while negotiating the first option year. The second option year agreement expired on December 31, 2014. A new three year contract began January 1, 2015.

3. Grants

Transit has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed under terms of the grants. Management has recorded an allowance for potentially uncollectible state grants and believes any remaining disallowances would be immaterial.

## **REQUIRED SUPPLEMENTARY INFORMATION**

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Schedule of Proportionate Share of the Net Pension Liability (Asset)  
Wisconsin Retirement System  
Last 10 Fiscal Years

<u>Fiscal Year Ending</u>	<u>Proportion of the Net Pension Liability (Asset)</u>	<u>Proportionate Share of the Net Pension Liability (Asset)</u>	<u>Covered Payroll</u>	<u>Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)</u>
12/31/15	0.01774678%	\$ (435,909)	\$ 1,976,149	22.06%	102.74%
12/31/16	0.01802318%	292,873	2,091,058	14.01%	98.20%

Schedule of Contributions  
Wisconsin Retirement System  
Last 10 Fiscal Years

<u>Fiscal Year Ending</u>	<u>Contractually Required Contributions</u>	<u>Contributions in Relation to the Contractually Required Contributions</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
12/31/15	\$ 181,575	\$ 181,575	\$ -	\$ 1,976,149	9.19%
12/31/16	178,393	178,393	-	2,091,058	8.53%

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

There were no changes of benefit terms for any participating employer in the WRS.

The amounts reported for each fiscal year were determined as of the calendar year-end that occurred within the prior fiscal year. The Transit is required to present the last ten fiscal years of data; however accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

## **SUPPLEMENTARY INFORMATION**

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Detailed Schedule of Revenues and Expenses - Regulatory Basis  
For the Year Ended December 31, 2016

**REVENUE**

401 - Passenger fares to transit service	\$ 1,481,654
402 - Special fare assistance	37,613
407 - Non-transportation revenue	
Advertising	55,455
Other	1,698
Contra-expenses	35,839
409 - Local operating assistance	1,892,149
409 - Local operating assistance - donations	77,645
411 - State operating assistance - current year	2,383,976
411 - State operating assistance - paratransit aid	108,023
413 - Federal operating assistance	2,456,156
413 - Federal operating assistance - ADA	42,414
413 - Federal operating assistance - capital maintenance	104,507
Total Revenue	<u>8,677,129</u>

**EXPENSES BY OBJECT CLASS TOTAL**

501 - Labor	
Operators' wages	1,830,677
Other salaries and wages	951,109
502 - Fringe benefits	1,286,619
503 - Services	248,021
504 - Materials and supplies	
Fuels and lubricants	312,394
Tires and tubes	48,975
Other	337,243
505 - Utilities	99,432
506 - Casualty and liability costs	184,688
508 - Purchased transportation services	3,206,238
509 - Miscellaneous - Training	87,351
513 - Depreciation	597,166
Total Expenses	<u>9,189,913</u>

EXCESS OF EXPENSES OVER REVENUES  
FOR THE YEAR \*

\$ (512,784)

\* Excludes capital contributions and loss on asset disposal shown on Statement of Revenues and Expenses

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Statement of Revenues and Expenses - Budget and Actual  
For the Year Ended December 31, 2016

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>Operating Revenues</b>				
Passenger fares and special fare assistance	\$ 1,654,728	\$ 1,654,728	\$ 1,519,267	\$ (135,461)
Non-transportation revenue	61,000	62,000	92,992	30,992
<b>Total Revenues</b>	<b>1,715,728</b>	<b>1,716,728</b>	<b>1,612,259</b>	<b>(104,469)</b>
<b>Operating Expenses (Excluding Depreciation)</b>				
<b>Labor and Fringe Benefits</b>				
Operators' wages	1,930,052	1,931,155	1,830,677	100,478
Other salaries and wages	772,534	775,154	951,109	(175,955)
Fringe benefits	1,052,919	1,052,919	1,286,619	(233,700)
<b>Total Labor and Fringe Benefits</b>	<b>3,755,505</b>	<b>3,759,228</b>	<b>4,068,405</b>	<b>(309,177)</b>
<b>Services</b>	<b>240,128</b>	<b>240,128</b>	<b>248,021</b>	<b>(7,893)</b>
<b>Materials and Supplies</b>				
Fuels	642,021	642,021	293,379	348,642
Lubricants	11,000	11,000	19,015	(8,015)
Tires and tubes	35,600	35,600	48,975	(13,375)
Revenue equipment maintenance	204,313	204,313	168,211	36,102
Building and grounds maintenance	144,293	144,293	155,189	(10,896)
General office	47,151	48,151	13,843	34,308
<b>Total Materials and Supplies</b>	<b>1,084,378</b>	<b>1,085,378</b>	<b>698,612</b>	<b>386,766</b>
<b>Utilities</b>				
Electric	61,864	61,864	52,060	9,804
Gas	38,300	38,300	13,387	24,913
Water	7,841	7,841	9,219	(1,378)
Telephone	13,528	13,528	13,100	428
Other	11,047	11,047	11,666	(619)
<b>Total Utilities</b>	<b>132,580</b>	<b>132,580</b>	<b>99,432</b>	<b>33,148</b>
<b>Casualty and Liability Costs</b>				
Physical damage	15,972	15,972	9,725	6,247
Public liability and property	169,514	169,514	174,963	(5,449)
<b>Total Casualty and Liability Costs</b>	<b>185,486</b>	<b>185,486</b>	<b>184,688</b>	<b>798</b>
<b>Purchased Transportation Services</b>	<b>3,425,922</b>	<b>3,425,922</b>	<b>3,206,238</b>	<b>219,684</b>
<b>Miscellaneous</b>				
Dues and subscriptions	6,085	6,085	6,362	(277)
Advertising and promotion	50,000	50,000	52,446	(2,446)
Training/other miscellaneous	13,162	13,162	28,543	(15,381)
<b>Total Miscellaneous</b>	<b>69,247</b>	<b>69,247</b>	<b>87,351</b>	<b>(18,104)</b>
<b>Total Operating Expenses (Excluding Depreciation)</b>	<b>8,893,246</b>	<b>8,897,969</b>	<b>8,592,747</b>	<b>305,222</b>
<b>EXCESS OF OPERATING EXPENSES (EXCLUDING DEPRECIATION) OVER OPERATING REVENUES FOR THE YEAR</b>	<b>\$ (7,177,518)</b>	<b>\$ (7,181,241)</b>	<b>\$ (6,980,488)</b>	<b>\$ 200,753</b>

\* Budget numbers reflect the City's approved budget excluding current year capital and capital carryover



**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Reconciliation of Revenues and Expenses to WisDOT and Federal  
Recognized Revenues and Expenses - Regulatory Basis  
For the Year Ended December 31, 2016

	Per WisDot Guidelines	Per Federal Guidelines
Total revenues including operating assistance per statement of revenues, expenses and changes in net position	\$ 8,677,129	\$ 8,677,129
Less: Unrecognized Revenues		
Local operating subsidies	1,969,794	1,969,794
Federal operating subsidy (including capital maintenance)	2,560,663	2,560,663
State operating subsidy	2,383,976	2,383,976
State paratransit aid	108,023	108,023
Advertising	55,455	55,455
Non-transportation revenues	37,537	37,537
Total Unrecognized revenues	7,115,448	7,115,448
ADJUSTED REVENUES	\$ 1,561,681	\$ 1,561,681
Total expenses per statement of revenues, expenses and changes in net position	\$ 9,189,913	\$ 9,189,913
Less: Unrecognized Expenses		
Depreciation	597,166	597,166
Capital maintenance *	30,945	30,945
5310 Funding	115,975	115,975
Contra-expenses	35,839	35,839
WisDot Paratransit Costs - not eligible	108,023	108,023
Total WisDot Unrecognized Expenses	887,948	887,948
RECOGNIZED EXPENSES	\$ 8,301,965	\$ 8,301,965
RECOGNIZED DEFICITS	\$ (6,740,284)	\$ (6,740,284)

\* Represents 100% of costs funded through capital maintenance program

**VALLEY TRANSIT**  
**CITY OF APPLETON, WISCONSIN**  
Computation of the Deficit Distribution Among the Subsidy Grantors  
For the Year Ended December 31, 2016

**FEDERAL FUNDS**

Capital cost of third party contracting	\$ 213,581	
Preventative maintenance	565,278	
Operating Assistance	<u>1,781,804</u>	
Total federal funds		<u>\$ 2,560,663</u>

**STATE FUNDS**

WisDOT recognized deficit	<u>\$ 6,740,284</u>	
WisDOT Contract Amount	<u>\$ 2,383,976</u>	
WisDOT Recognized Expenses	\$ 8,301,965	
Maximum Federal and State	<u>60.00%</u>	
	4,981,179	
Less: Federal share	<u>(2,560,663)</u>	
Non-Federal share		<u>\$ 2,420,516</u>
City of Appleton and Other Local Subsidies	<u>\$ 1,969,794</u>	
5 Times operating subsidy		<u>\$ 9,848,970</u>
State Share		<u>\$ 2,383,976</u>

**SUMMARY OF 2016 FUNDING**

	Received in 2016	Receivable (payable) 12/31/16	Total
Federal operating funds	\$ 2,079,155	\$ 481,508	\$ 2,560,663
State funds	2,145,578	238,398	2,383,976
Local public subsidies	<u>3,234,977</u>	<u>(1,265,183)</u>	1,969,794
Total funding	<u>\$ 7,459,710</u>	<u>\$ (545,277)</u>	<u>\$ 6,914,433</u>

**ADDITIONAL INDEPENDENT AUDITORS' REPORT  
FOR FINANCIAL STATEMENTS**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Fox Cities Transit Commission  
Valley Transit  
City of Appleton, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Valley Transit, as of and for the year ended December 31, 2016, and the related notes to the financial statements, which collectively comprise Valley Transit's financial statements, and have issued our report thereon, which included an emphasis of matter paragraph as indicated on page 2, dated June 8, 2017.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Valley Transit's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Valley Transit's internal control. Accordingly, we do not express an opinion on the effectiveness of Valley Transit's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Valley Transit's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Valley Transit's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Valley Transit's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Valley Transit's internal control and on compliance. Accordingly, this communication is not suitable for any other purpose.



Certified Public Accountants  
Green Bay, Wisconsin  
June 8, 2017

Page - 1  
Date - 05/17/17

Check No.	Check Date	Payee Number	Payee Name	Voucher Number	Explanation -Remark-	Payment Amount	Bus. Unit	Obj Acct	Sub Subl	Voucher Amount	Dis Take
528663	04/05/17	219791	LETTER PUBLICATION	373551	subscription	325.00-	5810	6302		325.00	
total										325.00	
528693		270684	U.S. PETROLEUM EQ	373633	oil pump repairs	394.75-	5820	6418		394.75	
total										394.75	
528711		12351	WISCONSIN MEDIA	373541	publications	4,639.55-	5810	6205		286.88	
total										286.88	
528743	04/12/17	35801	CALUMET COUNTY TR	373672	state assist ada	42,078.93-	580	2470		1,855.00	
				373672	federal assist ada		580	2470		2,083.00	
				373672	excess local sh ada		580	2470		37,841.67	
				373672	excess local sh van		580	2470		299.26	
total										42,078.93	
528749		23940	CITY OF KAUKAUNA	373673	state assist	36,048.28-	580	2470		14,948.00	
				373673	federal assist		580	2470		16,537.28	
				373673	excess local share		580	2470		4,563.00	
total										36,048.28	
528750		14488	CITY OF MENASHA	373674	state assist	61,728.58-	580	2470		25,445.00	
				373674	federal assist		580	2470		28,150.25	
				373674	excess local share		580	2470		8,133.33	
total										61,728.58	
528751		14111	CITY OF NEENAH	373675	state assist	117,385.66-	580	2470		52,481.00	
				373675	federal assist		580	2470		58,061.87	
				373675	excess local share		580	2470		4,962.50	
				373675	excess loc shr dar		580	2470		1,880.29	
total										117,385.66	
528753		264719	COMMUNITY CARE	373677	excess ls dd serv	93,360.61-	580	2470		11,951.46	
				373677	excess ls ada-oc		580	2470		67,640.03	
				373677	excess ls ada-cce		580	2470		13,769.12	
total										93,360.61	
528795		264727	LAKELAND CARE DIS	373686	excess local share a	33,558.75-	580	2470		33,558.75	
total										33,558.75	
528808		116759	NEW HOPE CENTER,	373688	excess local share	3,285.28-	580	2470		3,285.28	
total										3,285.28	
528813		13346	OUTAGAMIE COUNTY	373689	state assist ada	360,143.79-	580	2470		107,745.00	
				373689	federal assist ada		580	2470		112,928.00	
				373689	excess loc sh ada		580	2470		133,820.91	
				373689	excess loc sh rural		580	2470		1,940.10	
				373689	excess loc sh ochst		580	2470		3,709.78	
total										360,143.79	
528834		93981	TOWN OF BUCHANAN	373690	state assist	20,815.98-	580	2470		8,458.00	
				373690	federal assist		580	2470		9,357.95	
				373690	excess local share		580	2470		3,000.03	
total										20,815.98	
528835		20538	TOWN OF GRAND CHU	373691	state assist	202,464.60-	580	2470		82,638.00	
				373691	federal assist		580	2470		91,425.11	
				373691	excess local share		580	2470		28,401.49	
total										202,464.60	

Check Register with General Ledger Accounts  
Check Date 04/01/17 thru 04/30/17

Page - 2  
Date - 05/17/17

Check No.	Check Date	Payee Number	Payee Name	Voucher Number	Explanation -Remark-	Payment Amount	Bus. Unit	Obj Acct	Sub	Sub?	Voucher Amount	Dis Take
528843	04/12/17	37604	VILLAGE OF FOX CR	373698	state assist	76,447.07-	580	2470			30,915.00	
				373698	federal assist		580	2470			34,203.07	
				373698	excess local share		580	2470			10,917.94	
				373698	excess loc sh dar		580	2470			411.06	
total											76,447.07	
528845		17890	VILLAGE OF KIMBER	373696	state assist	25,269.88-	580	2470			10,324.00	
				373696	federal assist		580	2470			11,421.62	
				373696	excess local share		580	2470			3,524.26	
total											25,269.88	
528846		7915	VILLAGE OF LITTLE	373697	state assist	26,440.56-	580	2470			10,891.00	
				373697	federal assist		580	2470			12,049.16	
				373697	excess local share		580	2470			3,500.40	
total											26,440.56	
528857		7780	WINNEBAGO COUNTY	373706	state assist ada	138,144.57-	580	2470			40,143.00	
				373706	federal assist ada		580	2470			42,219.00	
				373706	excess loc sh ada		580	2470			55,637.35	
				373706	excess ls heritage		580	2470			145.22	
total											138,144.57	
528864		262932	IRIS FINANCIAL SE	373685	excess local share a	21,926.20-	580	2470			21,926.20	
total											21,926.20	
528880	04/19/17	224354	ABC COMPANIES	373830	bushing kit	195.80-	580	2160			195.80	
total											195.80	
528883		302990	APPLETON MONTHLY	373850	full page ad	500.00-	5810	6412			500.00	
total											500.00	
528895		182019	CALUMET COUNTY DE	373940	service/fares	1,478.32-	5860	4875	1818		1,035.40-	
				373940	service/fares		5860	6408	1818		2,513.72	
total											1,478.32	
528905		95126	EJ ARENA SPORTS,	373943	uniforms	684.50-	5840	6321	1		90.00	
				373944	uniforms		5840	6321	1		190.00	
total											280.00	
528908		97691	FASTSIGNS	373870	bus ads	696.28-	5810	6412			696.28	
total											696.28	
528912		162886	FOX VALLEY CAB	373946	nw dar fares	10,185.00-	5860	4875	1813		2,775.50-	
				373946	nw dar fares		5860	4875	1813		224.00-	
				373946	nw dar fares		5860	4875	1813		395.50-	
				373946	nw dar fares		5860	6408	1813		11,102.00	
				373946	nw dar fares		5860	6408	1813		896.00	
				373946	nw dar fares		5860	6408	1813		1,582.00	
total											10,185.00	
528915		162894	GILLIG LLC	373839	Seat Cushion	3,093.84-	580	2160			3,093.84	
total											3,093.84	
528917		298249	HARTLAND LUBRICAN	373948	oil kits	22.00-	5840	6326	3		22.00	
total											22.00	
528928		17806	KOBUSSEN BUSES, L	373951	rural	64,601.20-	5860	4875	1809		4,464.00-	
				373951	rural		5860	6408	1809		21,570.20	
				373952	sheilded workshop		5860	6408	1808		47,495.00	

Page - 3  
Date - 05/17/17

Check No.	Check Date	Payee Number	Payee Name	Voucher Number	Explanation -Remark-	Payment Amount	Bus. Unit	Obj Acct	Sub	Subl	Voucher Amount	Dis Take
total											64,601.20	
528929		18850	LAKESHORE CLEANER	373879	snow removal	9,931.13-	5830	6440			143.26	
				373880	transit center		5830	6440			1,763.70	
				373881	snow removal		5830	6440			360.00	
total											2,266.96	
528946		116759	NEW HOPE CENTER,	373969	march service	16,196.36-	5860	6408		1815	16,196.36	
total											16,196.36	
528963		246271	RUNNING, INC.	373980	ochst march service	189,559.35-	5860	6408		1810	468.35	
				373981	VTII Premium		580	2130			9,414.00	
				373981	VTII Agency		580	2132			19,524.00	
				373981	Basic Tick. Local		580	2132			14,040.00	
				373981	Prem. Tick Local		580	2132			8,893.50	
				373981	VTII Basic		580	2133			9,084.00	
				373981	Community Care OC		5850	4230			11,970.75-	
				373981	Family Care WC		5850	4230			4,833.75-	
				373981	Community Care CC		5850	4230			1,822.50-	
				373981	IRIS		5850	4230			4,306.50-	
				373981	Tickets		5850	4875		1805	38,022.00-	
				373981	VTII Cash Fares		5850	4875		1805	4,280.00-	
				373981	VT II		5850	6408		1805	145,314.65	
				373981	Fuel Escalator		5850	6408				
				373981	Elderly Fares		5860	4875		1806	706.00-	
				373981	Sunday Fares		5860	4875		1807	726.00-	
				373981	Elderly		5860	6408		1806	2,829.55	
				373981	Sunday		5860	6408		1807	1,065.90	
				373982	Connector Tickets		580	2131			3,637.00	
				373982	Agency Local Share		580	2131			393.00	
				373982	Agency Local Share		5860	4230		1819	393.00-	
				373982	Connector ESA Fares		5860	4875		1820	935.00-	
				373982	Connector ESH Fares		5860	4875		1819	7,764.00-	
				373982	ESA Ticket Revenue		5860	4875		1820	997.00-	
				373982	ESH Ticket Revenue		5860	4875		1819	2,640.00-	
				373982	Connector ESA		5860	6408		1820	9,901.50	
				373982	Connector ESH		5860	6408		1819	44,390.40	
				373982	Fuel escalator/deesc		5860	6408		1819		
total											189,559.35	
529016	04/26/17	308646	ADVANCED CORROSION	374021	repair motor oil pip	3,990.00-	5830	6416			3,990.00	
total											3,990.00	
529023		58712	AT&T	374026	security system	528.25-	5810	6413	7		211.33	
total											211.33	
529028		152215	BELPRO FIRE SPECI	374031	extinguisher inspect	153.65-	5820	6418			153.65	
total											153.65	
529036		35828	DEPARTMENT OF WOR	374038	reimb of unemploymen	6,160.89-	5840	6155			2,859.35	
total											2,859.35	
529038		182561	ERGOMETRICS & APP	374039	start testing	382.60-	5810	6205			225.00	
				374040	start testing		5810	6205			157.60	
total											382.60	
529040		70519	FICO, JAMES M. PH	374041	eval & psych	950.00-	5810	6430			475.00	
				374042	eval & psych		5810	6430			475.00	
total											950.00	
529047		298249	HARTLAND LUBRICAN	374046	oil	2,704.00-	5840	6326	3		2,704.00	
total											2,704.00	



Page - 4  
Date - 05/17/17

Check No.	Check Date	Payee Number	Payee Name	Voucher Number	Explanation -Remark-	Payment Amount	Bus. Unit	Obj Acct	Sub	Subl	Voucher Amount	Dis Take
529066	04/26/17	99151	QUILL CORPORATION	374059 374060	pens/clock clock	55.98-	5810 5810	6301 6301			37.49 18.49	
total											55.98	
529070		8942	ULTIMATE CLEANING	374070 374071	cleaning cleaning	32,452.68-	5830 5830	6599 6599			85.92 474.60	
total											560.52	
529077		184111	VOITH TURBO, INC.	374081	gear box transmissio	9,050.00-	5820	6326		1800	9,050.00	
total											9,050.00	
529079		37022	WE ENERGIES	374083 374083 374083 374083 374083 374083	7216-827-232 Elec 7216-827-232 Gas 5028-442-903 5070-604-479 0425-072-359 6404-083-107	34,523.45-	5810 5810 5810 5810 5810 5810	6413 6413 6413 6413 6413 6413	1 2 1 2 1 2		1,049.78 195.43 2,803.82 2,379.29 456.02	
total											6,884.34	
529082				374147	6404-083-107	190.51-	5810	6413	2		10.23	
total											10.23	
529090		52636	WISCONSIN PUBLIC	374089	safe transportation	1,050.00-	5810	6412			1,050.00	
total											1,050.00	
529103		309382	VIRGINIA STATE PO	374154	background check	15.00-	5810	6205			15.00	
total											15.00	
529104		309391	WININGER, JAMES	374155	car rental/flight re	440.80-	5810	6205			440.80	
total											440.80	
total											578,498.28	



J.P.Morgan

## Spend Analysis by Merchant

Run Date: 05/17/2017  
Report ID: 10013

Posting Date: 03/25/2017 - 04/26/2017

VALLEY TRANSIT  
100 N APPLETON  
APPLETON, WI 54911-4799 USA

Merchant Name	Amount	Amount % Of		Average Amount	Count	Count % Of	
		Total	Total			Total	Total
AUTOMOTIVE SUPPLY CO	4,385.56	24.24	2,192.78	2	2	2.00	2.00
PETERBILT WJ APPLETON	2,874.42	18.42	359.30	8	8	8.00	8.00
NORTH CENTRAL TRUCK EQ	2,246.74	12.42	2,246.74	1	1	1.00	1.00
THEDACARE AT WORK	1,436.40	7.94	359.10	4	4	4.00	4.00
MUNCIE TRANSIT SUPPLY	1,261.35	6.97	420.45	3	3	3.00	3.00
UFIRST *UNIFIRST CORP	1,189.64	6.58	198.27	6	6	6.00	6.00
TRANSPORT REFRIGERATIO	1,147.05	6.34	573.52	2	2	2.00	2.00
SAFETY KLEEN SYSTEMS B	738.60	4.08	738.60	1	1	1.00	1.00
INTUIT *IN *BELPRO FIR	560.70	3.10	280.35	2	2	2.00	2.00
SPRINT *WIRELESS	416.00	2.30	416.00	1	1	1.00	1.00
CELLCOM	283.52	1.57	283.52	1	1	1.00	1.00
SQ *QUICK PRINT CEN	266.00	1.47	266.00	1	1	1.00	1.00
ULINE *SHIP SUPPLIES	157.49	0.87	157.49	1	1	1.00	1.00
TLF MEMORIAL FLORISTS	140.00	0.77	70.00	2	2	2.00	2.00
TRUDIGITAL	98.00	0.54	98.00	1	1	1.00	1.00
HYDROCLEAN EQU00 OF 00	85.00	0.47	85.00	1	1	1.00	1.00
CAMERON S COFFEE	77.90	0.43	77.90	1	1	1.00	1.00
YP *ADVERTISING PYMNT	56.00	0.31	28.00	2	2	2.00	2.00
MENARDS APPLETON WEST	55.29	0.31	55.29	1	1	1.00	1.00
AIRGASS NORTH	51.12	0.28	51.12	1	1	1.00	1.00
PULLMANS AT TROLLEY SQ	41.70	0.23	41.70	1	1	1.00	1.00
NORTHSIDE TRUE VALUE	32.73	0.18	32.73	1	1	1.00	1.00
STARBUCKS STORE 09379	30.00	0.17	30.00	1	1	1.00	1.00
<b>Total</b>	<b>17,631.21</b>	<b>100.00</b>	<b>391.80</b>	<b>45</b>	<b>45</b>	<b>45.00</b>	<b>45.00</b>



June 14, 2017

To: Fox Cities Transit Commission

From: Debra Ebben, Administrative Services Manager

**Subject: Approval to extend New Hope Center Shared Ride Service contract.**

**Background:**

The New Hope service is a shared ride transportation service in the rural areas of Calumet County designed to bring consumers from their homes to the New Hope Center in the morning with return trips scheduled in the afternoon.

The current contract with New Hope expires on July 1, 2017. The original contract was for three years beginning in 2012 through 2015 with two one-year options. Valley Transit exercised the second option year from July 1, 2016 to June 30, 2017. Valley Transit is asking for a temporary six (6) month extension to allow time for continued discussions of additional funding opportunities.

**Recommendation: Approve a six (6) month temporary extension of the New Hope service through December 31, 2017.**

# ADDENDUM TO CONTRACT

## 2012 PARATRANSIT CONTRACT BETWEEN VALLEY TRANSIT AND NEW HOPE CENTER INC.

---

**THIS ADDENDUM** to the 2012 Paratransit Contract between Valley Transit and New Hope Center, Inc., ("Contract") is intended to serve as an extension of the Contract between the City of Appleton transit service, Valley Transit ("Valley Transit") and New Hope Center, Incorporated ("New Hope"). Unless otherwise stated in this addendum, this Agreement does not in any way modify terms previously agreed upon in the Contract, which is attached hereto for reference as Exhibit A and incorporated herein by reference.

**WITNESSETH**, that Valley Transit and New Hope agree as follows:

**1. Option Term.** This shall memorialize an extension of the Contract between Valley Transit and New Hope effective July 1, 2017, for a six month period ending on December 31, 2017.

**2. Insurance.** New Hope shall provide Valley Transit and the City Clerk with an updated Certificate of Insurance pursuant to the required coverage levels set forth in the Contract through the incorporated RFP at Section II(H), naming Valley Transit, the City of Appleton, their boards, officers, employees and representatives as additional insureds.

**3. Cost.** The parties agree that the cost for the service in 2017 will be \$2.11 per mile.

**4. Payments.** New Hope will pay Valley Transit monthly for the service based on billings received by the provider. Valley Transit will also invoice for this service. 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.

**5. Formula.** The formula for computing New Hope's funding contribution shall be the same formula used in previous years. It will be as follows:

	Cost of Service
-	Federal Share
-	State Share
+	<u>Local Surcharge (1/2 of Federal and State Share)</u>
=	New Hope Center's Estimated Funding Requirement

**6. 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 service component of the Valley Transit budget.

**7. Indemnification.** NEW HOPE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF APPLETON AND VALLEY TRANSIT AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES AND COSTS, INCLUDING ATTORNEY'S FEES, ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN

WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF NEW HOPE, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF APPLETON.

(Signature Page to Follow)

**IN WITNESS WHEREOF**, the parties have caused the foregoing instrument to be executed in three (3) original counterparts.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

**New Hope Center, Inc.:**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

**City of Appleton, Valley Transit:**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald C. McDonald,  
General Manager  
Valley Transit

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy M. Hanna, Mayor

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kami Lynch, City Clerk

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

Approved as to form:

\_\_\_\_\_  
Anthony D. Saucerman, Finance Director

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

## Exhibit A

### 2012 NEW HOPE CONTRACT

**THIS CONTRACT** is made and entered into by and between the City of Appleton's wholly owned transit service, Valley Transit and New Hope Center, Inc. herein referred to as New Hope (collectively referred to as the "parties").

**WITNESSETH**, that the parties, for the consideration stated in Article II herein agree as follows:

#### ARTICLE 1. SCOPE OF WORK

New Hope shall provide specialized transportation service for 2012-2015 in strict compliance with the proposal submitted by New Hope and all other documents incorporated herein by reference.

#### ARTICLE II. THE CONTRACT PRICE

New Hope shall be paid for its services according to the terms of this contract and subject to any additions or deductions provided herein or incorporated herein by reference.

#### ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

Attachment A – New Hope Center Shared Ride Service Contract Specifications and Request for Proposals for 2012-15

Attachment B – Original Proposal from New Hope Center

#### ARTICLE IV. ADDITIONAL PROVISIONS

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

Contractor shall demonstrate adequate levels of insurance as more specifically required by the Request for Proposals including providing the City of Appleton with a Certificate of Insurance naming the City of Appleton as an additional insured.

**Indemnification Clause.** For good and valuable consideration, New Hope agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities and services provided as described herein, caused in





whole or in part by any negligent act or omission of New Hope Center, anyone directly or indirectly employed by them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.


In witness whereof, the parties have executed this agreement on the 27<sup>th</sup> day of


June, 2012

APPROVED AS TO FORM:

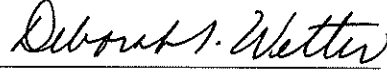
  
JAMES P. WALSH, CITY ATTORNEY

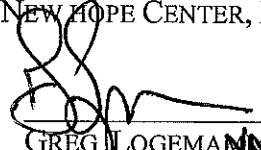
Provisions have been made to pay the  
Liability which will accrue under  
The contract

  
LISA A. REMIKER, DIRECTOR OF FINANCE

~~CITY OF APPLETON~~  
By:   
TIMOTHY M HANNA, MAYOR

By:   
CHARLENE PETERSON, CITY  
CLERK

By:   
DEBORAH WETTER,  
VALLEY TRANSIT  
GENERAL MANAGER

NEW HOPE CENTER, INC.  
  
GREG LOGEMANN  
CEO & PRESIDENT





**RFP VT-12-002**  
**REQUEST FOR PROPOSALS**  
**NEW HOPE CENTER SHARED RIDE**  
**SERVICE 2012 - 2015**

**PROPOSALS MUST BE SUBMITTED NO LATER THAN**

**1:00 PM MAY 7, 2012**

**LATE PROPOSALS WILL BE REJECTED**

Submitting the proposal:

Identify outside of proposal as "VT-12-002 NEW HOPE CENTER SHARED RIDE SERVICE PROPOSAL". Include cost proposal in a separate sealed envelope identified as "COST PROPOSAL". Cost proposal should be marked as "ORIGINAL".

Proposers must submit, in a sealed package, one original (identify) plus 4 copies of all materials required for acceptance of their proposal on or before 1:00 PM May 7, 2012. Proposing firms are also requested to provide a CD with an electronic (.pdf) version of their proposal for ease of storage and transmittal between City stakeholders.

In lieu of a pre-proposal conference, a formal period for questions and answers will be conducted. Questions must be submitted in writing, and may be conveyed by mail or other physical delivery to the contact address below: by email to [debra.ebben@appleton.or](mailto:debra.ebben@appleton.or); or by fax (920) 832-1631, attn: Debra Ebben. Questions will be received no later than 4:30 p.m. CST on Monday, April 23,, 2012. Answers to the questions, as well as any addenda, or further RFP information will be posted on Valley Transit's website @[www.myvalleytransit.com](http://www.myvalleytransit.com) on the "Requests For Proposal" no later than Friday, April 27, 2012.

Proposal Packages should be addressed to:

**VALLEY TRANSIT**  
**801 S. WHITMAN AVENUE**  
**APPLETON, WI 54914**

# **NEW HOPE CENTER SHARED RIDE SERVICE**

## **Request for Proposals**

Valley Transit is requesting proposals to provide general shared ride transportation services in the rural areas of the service area to bring consumers to and take them home from the New Hope Center. Services include transporting consumers from home to community based jobs during the morning route with return trips coordinated into the afternoon route schedule. The service is origin to destination type shared ride service, which may include door-through-door service when required.

Valley Transit is hereinafter referred to as the "CONTRACTOR" and the responding firm is hereinafter referred to as the "PROVIDER."

### **INTRODUCTION**

#### **A. GENERAL INFORMATION**

The CONTRACTOR is requesting proposals from qualified providers for rural shared ride transportation services for ambulatory and disabled passengers in Calumet County.

#### **B. TERM OF CONTRACT**

The contract will be for three (3) years commencing on July 1, 2012 with options to extend the contract by mutual consent for two one-year periods. The provision of this service is contingent on federal, state, and local funding sources. There will be termination clauses that can be implemented by either party, as outlined in the Federal Requirement section. Prospective contractors may submit proposals on all or part of the service.

### **SCOPE OF SERVICE**

#### **A. SERVICE DESCRIPTION**

This type of service is general shared ride transportation service in Calumet County to bring consumers to and take them home from the New Hope Center. Services include transporting consumers from home to community based jobs during the morning route with return trips coordinated into the afternoon route schedule. The service is an origin to destination type shared ride service, which may include door-through-door service when required.

#### **B. SERVICE AREA**

The area to be served is bordered by the Calumet County borders on the south, east, and west, and generally by Highway 10 on the north. All trips are "fixed" route, which may change periodically as new consumers are added or dropped from the service by the New Hope Center. The route and mileage varies by the day of the week, as some consumers do not attend the New Hope Center every day of the week. The service is currently provided with four routes, traveling 101 miles, picking up/dropping off 70 passengers at 42 separate locations, two times per day. New clients wanting to use the service would contact Valley Transit for arrangements.

#### **C. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICE**

The PROVIDER and CONTRACTOR understand and agree that the eligibility of individuals to receive the services to be purchased under this Agreement from PROVIDER will be determined by CONTRACTOR. The service is designed for individuals who are over the age of 16 and have developmental and physical disabilities, but anyone who wants to be picked up within 4 blocks of the route can use the service as long as they understand that the termination point in the morning and the

origin point in the afternoon is New Hope Center. The CONTRACTOR may limit the type or number of rides, or hours and days of service as it deems necessary to meet budgetary constraints. An individual is entitled to the right of an administrative hearing concerning eligibility and the PROVIDER shall inform individuals of this right.

#### D. PROVIDER

PROVIDER must be properly licensed to provide elderly and specialized transportation service for people with disabilities and must be in compliance with all applicable federal, state, and local codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements. PROVIDER will provide proof of such to CONTRACTOR.

#### E. ACCESSIBILITY AND SECUREMENT

The service must be accessible to ambulatory, semi-ambulatory, and non-ambulatory individuals with disabilities and conform to the accessibility specifications contained in 49CFR, Part 38, Subpart B for ADA and Wisconsin 5.347.48; (2m)(b, c, and d). The CONTRACTOR can use a mix of vehicles to provide the service required under this contract including automobiles for ambulatory elderly and people with disabilities.

#### F. FARES

This will be a free fare service. Provider will not be expected to collect passenger fares. If the customer is not a client of New Hope or employed by New Hope, the customer will be required to purchase a ticket from Valley Transit.

#### G. TRAINING

The PROVIDER is responsible for driver training to include issues such as wheelchair securement, and other safety issues.

#### H. INSURANCE

The Provider shall, at a minimum, carry and pay the premiums for insurance of the types and in the limits of not less than the following:

1. Worker's Compensation Insurance. The Provider shall take out and maintain during the term of this proposal Worker's Compensation Insurance in accordance with Statutory requirements of the State of Wisconsin.
2. Liability Insurance. The Provider shall take out and maintain during the term of this proposal such public liability, vehicle liability, and property damage insurance as shall protect the Contractor and Provider from all claims for liability, damages, personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this proposal whether such operations be by the Provider or by another directly or indirectly employed by either of them, by naming Valley Transit, the City of Appleton, and their respective boards, officers, employees, representatives, and authorized volunteers as additional insured with respect to this program. The minimum amount of insurance shall be as follows:

##### a. General Liability Coverage

##### 1) Commercial General Liability

\$1,000,000	General Aggregate
\$1,000,000	products - completed operations aggregate
\$ 1,000,000	personal injury and advertising injury
\$ 1,000,000	each occurrence limit

##### 2) Claims made form of coverage is **not** acceptable.

- 3) Insurance **must** include:
  - a) Premises and Operations Liability
  - b) Contractual Liability
  - c) Personal Injury
  - d) Products/Completed Operations
  
- b. Business Automobile Coverage
  - 1) Limits - \$500,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage  
 OR  
 \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident  
 AND
  - 2) Must cover liability for "Any auto" - including Owned, Non-Owned and Hired Automobile Liability.
  
- c. Workers Compensation and Employers Liability - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
  - 1) Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
    - \$100,000 Each accident
    - \$500,000 Disease policy limit
    - \$100,000 Disease - each employee
  
- d. Umbrella Liability
  - \$2,000,000 Umbrella Liability

The insurance specified above shall be with an acceptable insurance company authorized to do business in the State of Wisconsin and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of this proposal is satisfactorily completed. Coverage must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. The Provider shall be given a minimum of thirty days (30) notice in the event of change or cancellation of any of the insurance requirements under this paragraph. Provider will provide Certificates of Insurance annually or at renewal to any and all of Valley Transit's funding entities that request them. The following provisions must be included:

- General Liability Coverage & Business Automobile Coverage Additional Insured should read Valley Transit, the City of Appleton, and their respective boards, officers, employees, representatives, and authorized volunteers.
- Endorsement – the Additional Insured Policy endorsement must accompany the Certificate of Insurance.
- Certificate of Insurance – a copy of the Certificate of Insurance must be on file with the City Clerk.

## **ADMINISTRATION**

### **A. KEY EMPLOYEE**

The Provider will assign an individual whose primary management function will be the direction of services performed by the Provider.

### **B. OPERATION**

1. Scheduling. All program trips must be scheduled and dispatched through the Provider.
- C. RECORDS, AUDIT, AND OTHER ADMINISTRATIVE REQUIREMENTS
1. Billing. Provider will invoice Valley Transit monthly for said service.
  2. Record Maintenance. Provider agrees to maintain separate written records and documents during the term of the proposal and for three (3) years thereafter relating to the finances and performance of the services under this proposal. All documents, whenever possible, will be kept separate and apart from all other provider documents. These shall include records pertaining to all wages, salaries, and costs which were used as a base for computing accounts payable or items reimbursable under this proposal.
  3. Audit. Accounting records and other related financial books and records shall be subject to an audit as directed by Valley Transit. Such audit shall be completed at Provider's expense and delivered to Valley Transit no later than 150 days after the end of Provider's fiscal year.
  4. Access to Records. The Provider agrees that it will permit Valley Transit or its agents during regular business hours to review, inspect, examine, and copy all records pertaining to the performance of the terms and conditions of this proposal. Further, the Provider shall permit Valley Transit to review and examine its records of all other trips provided to persons with disabilities by the Provider outside of this proposal including, but not limited to, programs under Title XIX and the Department of Vocational Rehabilitation.

At the termination of the term of this proposal, Valley Transit shall have the right to examine all original records, make appropriate copies of these records and take possession of these copies.

5. Records.
  - a. Mileage and Trip Data. Valley Transit are required by Federal Transit Administration (hereinafter referred to as FTA) to collect certain mileage and trip data. The following information must be provided.
    - Daily manifest(s) showing driver name and employee number # (if applicable), date, customer name, actual pick-up times and purpose of trip including: medical, Employment, Nutrition, Education Training, Social/Recreation, Shopping/Personal Business, or other.
    - Daily mileage
    - Daily revenue hours
    - Itemization of trip costsIn addition, a monthly statement must be submitted by the 5<sup>th</sup> day of the month indicating the total number of trips, total operating hours, and reimbursable mileage. Any additional ridership information as required by state or federal funding sources must also be provided.
  - b. Financial and Performance Data. The Provider is required to keep separate written financial and performance records. These records will include all wages, salaries, and costs to be used as a base for computing Accounts Payable or Items Reimbursable. Records must be available for inspection by Valley Transit or Valley Transit's approved agent at all times upon reasonable notification. The Provider will also allow Valley Transit, on a random basis, to inspect the service for specific performance measures (*i.e.*, on time performance).
  - c. Employee Information. The Provider shall provide Valley Transit, upon request, with a list of all personnel who will perform services in any manner and describe how they are involved in the program.

- d. **Vehicle Information.** The Provider shall complete the National Transit Database Safety and Security and Vehicle Inventory Form. Provider shall also report revenue hours and miles and total vehicle hours and miles on a daily basis.
- e. **Procurement Policy.** Provider shall establish and maintain a procurement policy and procedures that comply with Federal procurement requirements.
- f. **Accident/Incident Information.** Provider shall report any accident/incident where any vehicle involved requires towing or any individual involved requires medical attention to Valley Transit no later than the following business day.
- g. **Public Comment.** Provider shall follow Valley Transit's public comment policies and procedures.

#### C. VEHICLE REQUIREMENTS

The PROVIDER shall supply, at its own expense, all vehicles required in performing the services under this agreement. A copy of the National Transit Database Safety and Security and Vehicle Inventory Form and licensing and inspection documentation for each vehicle must be on file with Valley Transit before services may be provided with by said vehicles.

The PROVIDER shall utilize an appropriate mix of vehicles as described below. The exact mix of vehicles will be submitted by the PROVIDER and approved by Valley Transit prior to beginning service.

**Wheelchair-accessible Van Service:** As required by 49 CFR Part 38, wheelchair-accessible vehicles must be equipped with either a ramp or lift, wheelchair securement and separate passenger lap and shoulder restraints, front or rear-facing mobility device securement positions, and all other requirements stated in Part 38 pertaining to wheelchair-accessible vans. Wheelchair-accessible minibuses or buses may also be used in this service, and those vehicles must conform to the vehicle specifications contained in Part 38. All wheelchair-accessible vehicles used in program service must be licensed with the State of Wisconsin as Human Service Vehicles (HSV), must meet all applicable standards stated and referenced in Wisconsin State DOT Administrative Rule Chapter TRANS 301 and must be initially and annually inspected by the Wisconsin State Patrol.

Vehicles used to provide this service may not be older than seven years from the original vehicle manufacture date. After a vehicle has reached six years from its manufacture date, Valley Transit will consider exceptions on an individual vehicle basis per PROVIDER request.

The PROVIDER shall be responsible for making program materials available to clients in all vehicles as necessary. Materials may include ticket order forms, customer comment forms, and passenger surveys. The PROVIDER shall post signs in vehicles as requested by CONTRACTOR.

The PROVIDER shall not sell any space or display any advertising on any vehicle used in the operation of this service without the prior approval of Valley Transit. Bumper stickers and other similar materials are specifically not allowed. The PROVIDER will distribute no literature without express prior authorization from Valley Transit. Advertising must comply with advertising standards adopted by The City of Appleton and Valley Transit.

#### D. VEHICLE MAINTENANCE REQUIREMENTS

The PROVIDER shall ensure that all vehicles assigned to this service meet all Local, state and Federal regulations. Copies of vehicle registrations and inspections must be sent to the Valley Transit's office at minimum once per year or upon request. Removal of any vehicle from service



under this section does not constitute a waiver of the PROVIDER's requirement to supply an equivalent replacement vehicle to provide the services required by this contract.

The PROVIDER shall be responsible for the proper use, care and maintenance of all vehicles and equipment required to adequately fulfill the responsibilities associated with the provision of paratransit services as described herein. The PROVIDER shall implement and follow its preventive maintenance program described in the RFP submittal for the duration of the agreement. The maintenance program must be fully detailed and maintained in a Maintenance Procedure Manual.

**Preventive Maintenance Program:** The PROVIDER is required to follow a preventive maintenance program. The preventive maintenance program, at a minimum, must conform to the vehicle manufacturer's recommended warranty and maintenance requirements for commercial use of the vehicle, and any local, State or Federal regulations, and must include record keeping for any vehicle providing paratransit services under this agreement. PROVIDERS must also develop a more detailed periodic maintenance program involving close inspection and repair/replacement of major vehicle components/systems at least annually. Such a program must be fully described in the proposal.

**Pre/post Trip Inspections:** The PROVIDER must establish and follow a pre-trip/post-trip inspection program involving a "walk around" exterior inspection and a "walk through" interior inspection of the vehicle before its service tour and again after it returns to the garage.

These inspections must include, at a minimum:

- Checks of all fluid levels
- Visual inspection of the belt/hoses
- Visual checks of passenger seats/wheelchair positions, securement straps, seatbelts and shoulder belts
- Test and cleaning, as required, of all lights
- Visual check and operating test of doors
- Visual check, cleaning, as required, of all windows and test of windshield wiper/washer system
- Visual inspection of all emergency equipment and operation as applicable (exits, fire extinguishers, warning devices, first aid kits, etc.)
- Rolling test of braking system
- Visual inspection and cycling of wheelchair lift
- Visual inspection and physical testing of all tires, wheels, lug nuts
- Visual check of exhaust system
- Visual inspection, cleaning as required, and adjustment of all mirrors
- Sound check of all warning systems (horn and back up alarms)
- Inspection for body damage, corrosion and normal wear and tear
- Test of radio functioning
- Climate control systems
- Hard copy manifest
- Map books
- Driver identification name plate

In addition to the defects or problems discovered in these inspections, any problems or defects detected and reported by drivers or clients while the vehicles are in service must be noted and recorded in a written defect reporting system. The system must be a formal process of recording all problems, reporting them to appropriate maintenance personnel and reporting when repairs have been completed.

A complete record of all repairs performed on each vehicle must be maintained. This information must be included in the service history of each vehicle. It is the PROVIDERs responsibility to establish arrangements for all service repairs required for compliance under this agreement. CONTRACTOR is not responsible for any service or repair claims.

The PROVIDER is required to provide, install, and maintain a voice communication system for communication with the fleet. This system must be sufficiently powerful to reach all areas of the service area. The dispatcher must be capable of contacting any vehicle at any time using this system. A system with "flat" spots in the service area is not acceptable. At no time may a vehicle be out of communication range with the dispatcher. If the radio system will not provide adequate coverage, the PROVIDER must supply a supplemental means of communication for all "dead" coverage areas.

Valley Transit or a designated representative shall, at all times, have the authority to inspect any vehicle utilized for the provision of paratransit service under this agreement. This authority shall include the ability to direct the immediate withdrawal from service of any vehicle determined by Valley Transit to be unsafe or excessively dirty. Removal of any vehicle from service under this paragraph does not constitute a waiver of the PROVIDER's requirement to supply an equivalent replacement vehicle to provide the services required by this contract.

The PROVIDER shall properly maintain operating heating and air-conditioning systems on all vehicles. Maintenance check-ups will be conducted by the PROVIDER to ensure these systems are operational at the appropriate times of the year. No vehicle shall be operated in service for longer than one day without properly functioning heating or air-conditioning systems.

Vehicles must be kept free of all accident damage (body and mechanical) and must be repaired within 30 days after such damage occurs.

Vehicle Cleanliness/Appearance: All vehicles used in provision of this service must be clean and free of all dirt and litter. Drivers and passengers will not be permitted to eat, drink, or smoke in program vehicles. The interior of each vehicle must be cleaned daily, with a thorough cleaning of the full interior at least once per week. Vehicle exteriors must be washed at least once per week, including during frigid winter months, or more frequently if needed. Valley Transit reserves the right to remove any vehicle with unacceptable appearance from service.

Through the course of the contract, Valley Transit will conduct safety audits (ride checks) in the areas of defensive driving, passenger relations, on-time performance, and scheduling. Any performance problems discovered during these audits shall be addressed by the PROVIDER to Valley Transit's satisfaction

#### E. PAYMENTS

Valley Transit will make monthly payments based on specific contract terms and conditions. Billings must be itemized and totaled by day showing the total cost, fares, and net cost.

### **GENERAL REQUIREMENTS**

- A. The following requirements and conditions shall be considered an essential part of the specifications and proposal. Quotations are requested to be submitted in accordance with the requirements of the following terms and conditions and technical specifications.
- B. All Providers must conform to the final approved specifications as are included in the proposal documents.

- C. Providers must have a quality assurance program in place and shall be prepared to provide documentation of such if so requested by Valley Transit.
- D. Valley Transit is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. Valley Transit will furnish necessary exemption certificates upon request. Any fuel surcharge or any other surcharge, sales tax, use tax, imposts, revenues, excise, or other taxes which are not, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the Providers proposal, and which, by terms of the tax law, may be passed directly to Valley Transit, will be paid by Valley Transit.
- E. The price quoted in any proposal shall include all terms of items of labor, material, tools, equipment, and other costs necessary to fully complete the contract.
- F. The Provider agrees not to subcontract for any of the services it is obligated to perform under this proposal without the advance written consent of the Valley Transit.
- G. Valley Transit shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the same.
- H. The Provider shall be responsible for all OSHA safety requirements. Failure of the Provider to follow OSHA requirements may result in a stop work order from the Valley Transit until the violation is corrected, or termination of the contract, at the Valley Transit's option. Provider shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.
- I. The Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract. The Provider shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and all other persons who may be affected thereby, 2) all of the work and materials and equipment to be incorporated in the project and 3) other property at the site or adjacent thereto. The Provider shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Provider or any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Provider.
- J. Quality of Materials and Workmanship: All materials will be of good quality. Provider represents that the supplies and components to be provided under this contract are not of such age or so deteriorated as to impair their usefulness or safety. Workmanship quality will be sufficient to assure compliance with technical specifications.
- K. Communications
- Communications in connection with this contract shall be in writing and shall be delivered personally or by fax; or by telegram; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of Valley Transit and of the Provider designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.
  - Official Receipt. Communications shall be considered received at the time actually received by the addressee or designated agent.
- L. This proposal shall at all times be subject to the rules and regulations of the Wisconsin Department of Transportation (WDOT) and FTA (Federal Transit Administration) under the provisions of the Federal Transit Act of 1964, as amended.

- M. This contract is subject to a financial assistance contract between Valley Transit and the U.S. Department of Transportation - Federal Transit Administration (FTA), and this procurement will be done in accordance with their requirements.
- N. As part of the agreement to be entered between the parties, Provider agrees to indemnify, defend and hold harmless Valley Transit, the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, including attorney fees arising out of the work performed as described herein, caused in whole or in part by any negligent act or omission of the provider any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
- 

### **BID PROTEST PROCEDURES**

For the purposes of this section, the following definitions apply:

- “Days” refers to the working days of the Federal Government.
- “Files” or “submit” refers to the date of receipt by Valley Transit.
- “Interested party,” means an actual or prospective bidder, subcontractor, or supplier whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
- “Bid” includes the term “offer” or “proposal” as used in the context of negotiated procurements.”
- “Federal law or regulation” means the violation of any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement. This includes the requirements as stated in FTA Circular 4220.1E.

#### **Submission of Protest**

Any interested party who wishes may file a protest at any point in the procurement process, evaluation, award, or post-award.

The protest must contain the name of the protestor, solicitation/contract number or description of the project, and a detailed statement of grounds for protest with any supporting documentation available. If any information is omitted or incomplete, the protestor will be notified immediately, in writing, that the specified information must be submitted within five working days if the protest is to be further considered. All protests must be submitted in writing to:

General Manager  
Valley Transit  
801 Whitman Avenue  
Appleton, WI 54914

#### **Time for Filing**

Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.

Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of written evaluation correspondence sent by the General Manager to the Provider.

Protests relating to the award must be submitted in writing no later than five (5) working days from the date of the award.

Protests relating to post-award issues must be submitted in writing no later than five (5) working days from the date that the protestor verbalizes the concern to the General Manager.

Requests for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation) or appeal to a higher level must be submitted in writing no later than seven (7) working days from the date of the initial determination.

#### General Manager Response

Upon receipt of a written protest, the General Manager will meet with the protestor within five (5) working days and attempt to resolve the matter informally. If information provided at the conference is to be considered in the protest decision it must be submitted in writing within three (3) days of the conference. The General Manager will respond in writing within five (5) working days of the meeting to each substantive issue raised in the written protest.

If the protestor is not satisfied and indicates an intention to appeal to the next step, the General Manager will temporarily suspend the procurement process, provided that the protest has been timely filed before award, unless it is determined that:

- the items to be procured are urgently required;
- delivery or performance will be unduly delayed by failure to make the award promptly; or
- failure to make prompt award will otherwise cause harm to Valley Transit.

Each prospective Provider will be advised of the pending protest if the protest is filed before award.

#### Local Appeal Procedure

If the protestor makes a timely appeal of the General Manager's decision the matter will be forwarded to the Fox Cities Transit Commission for their review. The protestor will be notified in writing of the date that the appeal will be heard.

The recommendation of the appropriate body will then be forwarded to the Appleton Common Council for ultimate local disposition of the protest.

#### Additional Appeals

If the protest alleges that Valley Transit has failed to follow its written bid protest procedures, the protestor may ask that FTA review the protest in accordance with FTA C 4220.1E.

If the protest alleges violation of a specific Federal requirement that provides an applicable complaint procedure, it may be submitted and processed in accordance with the provisions of that particular regulation.

Alleged violations on all other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities and remedy may be sought through them.

---

### **PROPOSAL GENERAL REQUIREMENTS**

Submission of Proposals. Proposals shall be submitted in accordance with the instructions found on the cover sheet of this document. Proposals submitted via fax will not be accepted. Reliance upon public carriers for

delivery of proposals is at bidder's risk. ***Late proposals will not be accepted.*** The cost proposal must be signed by an individual authorized to contractually obligate your firm and placed in a separately sealed envelope with its contents not disclosed or revealed elsewhere within the submitted RFP package.

Firms interested in submitting a proposal must submit one (1) original and four (4) copies **by 1:00 p.m., Monday May 7, 2012**, to the following address:

Valley Transit  
Debra Ebben, Administrative Services Manager  
801 S. Whitman Avenue  
Appleton, WI 54914

The proposal must be clearly marked on the outside of the package:

### **NEW HOPE CENTER SHARED RIDE SERVICE PROPOSAL**

The proposals must be on file at Valley Transit no later than **Monday May 7, 2012 1:00 PM** and will be opened at that time.

Inquiries. Inquiries concerning the proposal must be submitted prior to Monday April 23, 2012 to:

Valley Transit  
Debra Ebben  
801 S. Whitman Avenue  
Appleton, WI 54914  
debra.ebben@appleton.org

Service Level. Proposals should be submitted to include the services detailed in Scope of Services, as described in the RFP submittal form.

Proposal Costs. Proposal costs must be submitted in a separate sealed envelope and submitted as shown in the RFP submittal form. All other evaluation criteria will be scored prior to opening the cost proposals.

General Requirements. To assist prospective carriers in assessing their own qualifications for purpose of this solicitation, the following is a list of some of the specific qualifications that a potential provider must have:

- Financial capability to establish and maintain service during the contracting period.
- Interest and ability to provide service to the general public, as well as the elderly and disabled.
- Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand.
- Ability to maintain records of trips, passengers, and revenues related to the contracted service.
- Ability to secure minimum requirements for automobile and general liability insurance.
- Willingness to comply with federal and state requirements concerning equal employment opportunities, discrimination, disadvantaged business, and drug and alcohol testing.

Proposal Selection. An evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the evaluation committee reserves the right to continue the evaluation of the proposals, which most closely meet the mandatory requirements of this RFP.

Based on the evaluation of the written proposal, the evaluation committee may require additional information from the top-scoring proposers to clarify or confirm proposal information. Additional information obtained may be of any or all of the following; proposer interviews, reference reviews, proposer presentation/demonstration, on-site visits of proposer facilities.

The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the proposer. Failure of a proposer to fulfill or accommodate additional information requests from the evaluation committee may result in rejection of that proposer's proposal.

Evaluation Criteria. Each proposal will be evaluated and rated based on the following criteria:

Experience – The extent to which the firm has personnel with the necessary experience and training to perform the work.	20%
Professional Competence – The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client satisfaction.	20%
Capacity – The extent to which the firm has the ability to provide personnel, equipment and facilities to perform the scope of work.	20%
Proposals – The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the scope of the undertaking and its contribution to the transit system.	20%
Price – The competitiveness of price.	20%

Proposal Rejection. Valley Transit reserve the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposals submitted. Conditional proposals will be considered non-responsive and will be rejected.

Single Proposal Response. If only one proposal is received in response to the request for proposals, a detailed cost break-down may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost break-down in order to determine if the price is fair and reasonable.

Proposal Withdrawal. After the proposals are opened, proposals may not be withdrawn for 90 calendar days. Prior to the date/time set for proposal opening, however, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal opening.

Award Procedure. Within 90 calendar days after the proposal opening, the General Manager shall deliver the executed contract documents. Delivery of contract documents shall be determined by the Provider signature on the return receipt request.

Amendments. The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. \_\_\_\_\_, dated \_\_\_\_\_  
Amendment No. \_\_\_\_\_, dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

Ineligible Providers. Any name appearing on the U.S. Comptroller General's list of ineligible providers for federally financed and assisted construction is not an eligible provider and shall not be considered.

Passenger Safety. Proposal must specify the manner in which disabled passengers in wheelchairs are to be secured. Proposals indicating forward facing, two or four point tie down systems will be given preference, all other things being equal.

---

#### **OTHER FEDERAL GENERAL REQUIREMENTS**

Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal Statute or regulations, Provider agrees that it will comply with the requirements of 49 U.S.C § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Interest of Members of or Delegates to the United States Congress. In accordance with 41 U.S.C. § 22, Provider agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the project or any benefit derived therefrom.

Geographic Restrictions. Provider agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as: In acquiring management, architectural, and engineering services, Provider agrees to comply with the requirements of 49 U.S.C. § 5325(d), by contracting for program management, construction management, a feasibility study, and preliminary engineering, design, architectural, engineering, surveying, mapping, or related services awarded in the same way as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 *et seq.*, or an equivalent qualifications-based requirement of the state. Provided a sufficient number of qualified firms are eligible to compete for the third party contract, geographic location may be a selection criterion. This section does not apply to the extent a state has adopted or adopts by law formal procedures for procuring those services.

Federal Requirements Imposed on Valley Transit. With few exceptions, when a third party provider assumes the role of Valley Transit in acquiring real property, equipment, or supplies for ultimate use by Valley Transit, the third party provider must comply with the requirements imposed on Valley Transit.



Award to Other Than the Lowest Bidder. In accordance with 49 U.S.C. § 5326(c), Valley Transit may award a third party contract to other than the lowest bidder in connection with a procurement, when such award furthers objectives consistent with the purposes of 49 U.S.C. chapter 53 and any implementing regulations, circulars, manuals, or other guidance FTA may issue.

Mitigation of Adverse Environmental Effects. Valley Transit agrees that if the Project should cause adverse environmental effects, Valley Transit will take all reasonable steps to minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable Federal laws and regulations, specifically, the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. Valley Transit agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the Federal Government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of this Grant Agreement or Cooperative Agreement. As soon as the Federal Government and Valley Transit reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Valley Transit agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Liquidated Damages. FTA and Valley Transit recognize that liquidated damages requirements are appropriate if the parties to a contract may reasonably expect to incur damages in the form of increased Project costs resulting from the late completion of the contract and if the extent or amount of such damages would be difficult or impossible to determine after the delay has occurred. Accordingly, Valley Transit agrees to comply with the following requirements:

- General Restrictions. Valley Transit agrees that any liquidated damage clauses it might impose must comply with the following restrictions:
  - 1) The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and
  - 2) The rate must be specified in the third party contract.
- Special Restrictions. Valley Transit agrees to comply with any other special liquidated damages restrictions FTA might impose.
- Disposition of Liquidated Damages. Valley Transit agrees that any liquidated damages recovered shall be credited to the Project account involved unless the Federal Government permits otherwise.

Metric System. To the extent required by U.S. DOT or FTA, Valley Transit agrees to use the metric system of measurement in its Project activities, as may be required by 49 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Valley Transit agrees to accept products and services with dimensions expressed in the metric system of measurement.

---

## **INFORMATION THAT SHOULD BE SUBMITTED WITH PROPOSAL**

General. The following is intended to indicate the minimum requirement for the preparation and submission of proposals. The proposal must comply with the general intent of the format described.

Format. To aid in the evaluation of the proposal, it is required that all Providers use the forms that follow for the actual bid submission.

1. Transmittal/Cover Letter containing the statement of performance verification criteria listed below signed by an officer of the responding organization.
  - The information contained in this submission is accurate and complete as of the date of submission
  - The responding organization understands and is willing to comply with all contractual requirements.
2. Identification of Provider
3. RFP Submittal Form
4. Cost Proposal Form
5. Amendments (if any)
6. Technical Information
7. Certifications:
  - Parent Company
  - Non-Collusion
  - Affidavit on Plans and Specifications
  - Federal Transit Administration Federally Required Contract Clauses – individual clause signature pages and compliance signature pages
8. Certificate of Insurance



**New Hope Center**

443 Manhattan St. P.O. Box 189 Chilton, WI 53014 Phone: 920 849-9351 Fax 920 849-7792 [www.newhopeinc.org](http://www.newhopeinc.org)

---

Valley Transit  
801 S. Whitman Avenue  
Appleton, WI 54914

May 4, 2012

Dear Valley Transit:

New Hope Center, Inc. hereby makes a proposal for New Hope Center Shared Ride Service, in a continuing effort to provide transportation services to the elderly and persons with disabilities.

The information contained in this submission is accurate and complete as of the date of submission.

New Hope Center, Inc. understands and is willing to comply with all contractual requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Logemann'.

Greg Logemann  
CEO & President  
New Hope Center, Inc.

## VALLEY TRANSIT

### SHARED RIDE SERVICE PROPOSAL

#### IDENTIFICATION OF PROVIDER

Name of Organization: New Hope Center, Inc

Business Address: 443 Manhattan Street

Telephone No: (920) 849-9351

Facsimile No: (920) 849-7792

e-mail address: glogemann@newhopeinc.org

#### Legal Status of Organization

☐ Sole proprietor

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership

☒ Non-profit corporation

☐ Public agency

☐ Other (Identify) \_\_\_\_\_

Name of Chief Executive Officer (or Administrator) of Organization:

Greg Logemann

Name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation:

Name & Title: Greg Logemann, CEO

Telephone No: (920) 849-9351 x103

Business function:

Describe the major business functions or activities of your organization (attach extra pages, if necessary):

New Hope Center, Inc. provides a variety of services to individuals with disabilities, including employment, residential, day and intensive services, prevocational and transportation services. We also facilitate community based outings, activity evenings as well as partnering with local organizations with similar goals to create activities that enrich the lives of the individuals we serve.

**VALLEY TRANSIT**

**SHARED RIDE SERVICE PROPOSAL**

**COST PROPOSAL FORM**

Proposed costs are as follows:

**Specify Service Type**

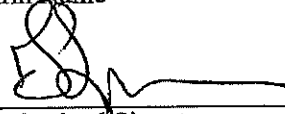
**\$**

Per loaded mile

\$2.11

New Hope Center, Inc.

Firm Name



Authorized Signature

5/3/12

Date

## Required Certifications

### **1. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER**

The Provider represents that the company [ ] is, [ ] is not owned or controlled by a parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the Provider. To own another company means the parent company must own at least a majority, *i.e.*, more than 50%, of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Provider, such other company is considered the parent of the proposer. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

If the Provider is owned or controlled by a parent company, insert in the space below the name and address of the main office of the parent company.

Name \_\_\_\_\_ Address \_\_\_\_\_

If the Provider has no parent company, he shall provide in the applicable space below his own Employer's Identification Number (E.I. No.), *i.e.*, Federal Social Security Identification Number used on Federal Tax Returns, or, if he has a parent company, the E.I. No. of his parent company.

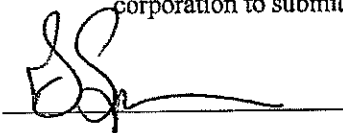
Provider's E.I. Number 39-1052724

Parent Company's E.I. Number \_\_\_\_\_

### **2. NON-COLLUSION BIDDING CERTIFICATE**

By submission of this proposal, each Provider and each person signing on behalf of the Provider certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other proposer or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Provider and will not knowingly be disclosed by the Provider prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
3. No attempt has been made or will be made by the Provider to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

 \_\_\_\_\_ Signature of Contractor's Authorized Official

CEO, Greg Logemann \_\_\_\_\_ Name and Title of Contractor's Authorized Official

5/2/12 \_\_\_\_\_ Date

**VALLEY TRANSIT  
SHARED RIDE SERVICE PROPOSAL**

**RFP SUBMITTAL FORM**

1. Hours of Service: 6:00am – 8:00am, 3:00pm – 5:00pm.

First Pick-up: 6 A.M.

Last Discharge: 5:00 P.M.

Days of Service: Monday - Friday (Scheduled), evenings/weekends (Demand response)

Service Area (if different than listed in RFP):

Chilton, WI to the greater Appleton area

Calumet County

Brillion

New Holstein

Darboy

2. List prior experience and current contracts or agreements

Company Name	Address	City/State	Years of Experience
Calumet County Human Services	206 Court Street	Chilton, WI	47
Valley Transit	801 Whitman Avenue	Appleton, WI	4 Year Transit Provider Contract
Community Care, Inc.	5228 West Fond Du Lac Avenue	Milwaukee, WI	1.5 years
Lakeland Care District	50 North Portland Street	Fond du Lac, WI	1.5 years
IRIS	1 S. Pinckney Street	Madison, WI	1.5 years

3. List the vehicles to be used to provide the service.

No	Type	Model Yr/ Age	# of Seats	# of Tie-Downs	Location	Type of Communication
1	Large van	2002	16	0	Chilton	Cell phone
2	Braun	2011	5	1	Chilton	Cell phone
3	Aveo	2006	5	0	Chilton	Cell phone
4	Grand Caravan	2008	7	0	Chilton	Cell phone
5	Small Bus (Ford)	2002	12	1	Chilton	Cell phone
6	Small Bus (Ford)	2006	12	1	Chilton	Cell phone
7	Chevy Van	2005	14	0	Chilton	Cell phone
8	Medium Bus (Ford)	2007	14	2	Chilton	Cell phone
9	Medium Bus (Ford)	2007	14	2	Chilton	Cell phone
10	GMC Van	2006	4	2	Chilton	Cell phone

4. Describe your vehicle maintenance program presently utilized by your organization. Describe both preventative and corrective maintenance programs. Note which activities are performed directly by your organization and which activities are subcontracted to other organizations.

NHC employs a maintenance schedule which includes a daily vehicle pre-trip inspection, during-trip monitoring, fuel stop and oil change checklists. Every day, our drivers utilize a vehicle log which tracks passenger data, mileage and vehicle condition. We also have a biannual safety inspection checklist. These are conducted by our drivers. We also have posted transit policies both on our vehicles and in our offices. Preventative and routine maintenance are completed in accordance with the vehicle manufacturer's recommended schedule. The Commercial Operations Manager determines who shall perform the maintenance and documents and files all maintenance. Attached in this submittal form is a copy of our maintenance program, schedule, checklist, logs and policies. See appendix.

5. Provide insurance loss runs for the past five years. See appendix.

6. Describe your scheduling and dispatching process.

Total number of dispatchers during peak periods: 1

Hours/Days of Call-Taking Operations: M-F 7:30AM – 4:00PM

Number of Telephone Lines: 1

Other relevant information: Passengers have the phone numbers of drivers and can change trip details if necessary.



7. Describe your driver screening and selection policy and also the training provided or required (attach a copy of training plan if available).

Drivers are selected based on how well they match the job descriptions (see appendix). Drivers are required to have a high school diploma, CDL (if applicable), and a minimum of three years safe driving experience. Upon hire and annually thereafter, all staff members receive training on civil rights, client confidentiality and Blood Borne Pathogen Exposure Control. Staff members also attend routine training on issues that relate to their positions. New drivers train by experienced staff—accompanying them on rides, practicing using the wheelchair lifts, meeting with case managers to learn about the medical or physical needs of passengers and more. All drivers receive regular updates from NHC Rehabilitation Staff on dealing with behavioral issues. Drivers are expected to maintain the transit policies and safety policies that we adhere to at NHC. See appendix for further detail.

8. Drug and Alcohol Testing. Your firm will be required to comply with the following Federal substance abuse regulations:

a. Drug Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), "49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. Also "Procedures for Transportation Workplace Drug and Alcohol testing Programs," 49 CFR Part 40

b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 644, to the extent applicable.

If awarded this contract, your firm will be required to participate in the drug and alcohol testing consortium administered by WisDOT's approved Third Party Administrator that complies with the 49 CFR Part 655. Additionally, your firm will be required to produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

Does your firm currently have a Drug and Alcohol testing program that complies with FTA requirements?

Yes X No \_\_\_\_\_

If Yes, describe your existing drug and alcohol control program for Safety Sensitive personnel. Include your current policies regarding drug and alcohol testing. Discuss how your program currently meets or will meet the requirements of the Federal Transit Administration's Drug and Alcohol testing Regulations (attach additional sheets and/or documentation if necessary).

A test is conducted prior to employment as well as randomly during employment. We have attached a copy of our company policy as well as our FTA approved program for drivers.

9. Specify your key employee responsible for the administration of this service along with a brief description of his/her background and qualifications.

Executive Director: Administrative responsibilities; 14 years of experience as administrator of nonprofit agencies that provide a wide variety of services to the disabled.

Commercial Operations Manager: driver supervision and fleet management; 18 years experience at New Hope's transportation. 10 years of prior experience managing a for-profit delivery service.

Director of Services: program management; 32 years of experience serving the needs of NHC participants.

10. List any proposal modifications for us to consider that would lower your cost per trip (for example, providing lower cost per trip rides during part of the day, defining the service area into zones that are more cost effective to the provider, etc.) All services listed in the scope of services must be provided, but it is possible that more than one provider will be awarded portions of the contract.

NHC submits 5310 grant applications in an effort to secure federal funding that covers 80% of the purchase cost of vehicles used for this service. Successful grant applications have resulted in lower operational costs per mile.

11. Provide or describe any additional information that you believe may be relevant to the evaluation of your organization's qualifications. You need not use this area. Items may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualification and experience of key project personnel, driver qualifications, drug and alcohol program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested:

New Hope Center has provided transportation services in conjunction with our day, residential and prevocational services for 37 years. We have fixed routes (see appendix) and drivers that know our passengers and have established a rapport after many years of service. We have attached our route maps, copies of our vehicle logs and inspection checklists, job descriptions and proposed schedule. Traditionally we have lost money on our transportation services and have used fundraising to cover expenses. Our proposed price represents fair market value for the services requested as we have taken into consideration the average fuel and staffing costs when making the determination.

# **FEDERAL TRANSIT ADMINISTRATION**

## **Federally Required Contract Clauses**

### **1. FLY AMERICA REQUIREMENTS**

**49 U.S.C. § 40118**

**41 CFR Part 301-10**

#### **Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

#### **Flow Down Requirements**

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

#### **Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

---

### **2. BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

#### **Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

#### **Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

#### **Buy America Requirements**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United

Company Name New Hope Center, Inc.

Title CEO

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

### **3. CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)**

**49 CFR Part 604**

#### **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

#### **Flow Down Requirements**

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**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.

### **4. SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)**

**49 CFR Part 605**

#### **Applicability to Contracts**

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

#### **Flow Down Requirements**

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

---

## **7. ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.

49 CFR Part 18

### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

### **Flow Down**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

**Energy Conservation** - 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.

---

## **8. CLEAN WATER REQUIREMENTS**

33 U.S.C. 1251

### **Applicability to Contracts**

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

### **Flow Down**

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

**Clean Water** - (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.

---

## **9. BUS TESTING**

49 U.S.C. 5323(c)

49 CFR Part 665

### **Applicability to Contracts**

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

### **Flow Down**

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

**Flow Down**

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

**Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 5/2/12

Signature: [Signature]

Company Name: New Hope Center, Inc.

Title: CEO

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: \_\_\_\_\_

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.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **12. ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

### **Applicability to Contracts**

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

### **Flow Down**

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

**Access to Records** - The following access to records requirements apply to this Contract:

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

**Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Federal Changes** - 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 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.

---

**14. BONDING REQUIREMENTS****Applicability to Contracts**

The Contractor may be required to obtain performance and payment bonds when necessary to protect Valley Transit's interest. The following situations may warrant a performance bond:

- a. Valley Transit property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
- b. A Contractor sells assets to or merges with another concern, and Valley Transit, after recognizing the latter concern as a successor in interest, desires assurance that it is financially capable.
- c. Substantial progress payments are made before delivery of end items starts.

**Flow Down**

Bonding requirements flow down to the first tier contractors.

**Performance Bond Requirements**

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Valley Transit determines that a lesser amount would be adequate for the protection of Valley Transit.
- b. Valley Transit may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Valley Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

**Payment Bond Requirements**

A payment bond is required only when a performance bond is required, and if the use of payment bond is in Valley Transit's interest.

When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows. The penal amount of payment bonds shall equal:

- a. Fifty percent of the contract price if the contract price is not more than \$1 million.
- b. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
- c. Two and one half million if the contract price is increased.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment



### **Applicability to Contracts**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

### **Flow Down**

These requirements flow down to all to all contractor and subcontractor tiers.

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

---

## **17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics

the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – Valley Transit 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Valley Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in

the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees - (i) Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in

item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

### **Contract Work Hours and Safety Standards**

(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.

(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** - Valley Transit 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.

---

## **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **Applicability to Contracts**

Applicable to all contracts.

### **Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **No Obligation by the Federal Government.**

**49 U.S.C. Part 18**  
**FTA Circular 4220.1E**

**Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**a. Termination for Convenience (General Provision)** Valley Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Valley Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to Valley Transit, the Contractor will account for the same, and dispose of it in the manner Valley Transit directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Valley Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Valley Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Valley Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** Valley Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Valley Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Valley Transit setting forth the nature of said breach or default, Valley Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Valley Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that Valley Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Valley Transit shall not limit Valley Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

2. the contractor, within [10] days from the beginning of any delay, notifies Valley Transit in writing of the causes of delay. If in the judgment of Valley Transit, the delay is excusable, the time for completing the work shall be extended. The judgment of Valley Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Valley Transit.

**i. Termination for Convenience or Default (Architect and Engineering)** Valley Transit may terminate this contract in whole or in part, for Valley Transit's convenience or because of the failure of the Contractor to fulfill the contract obligations. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Valley Transit, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Valley Transit may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by Valley Transit.

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.

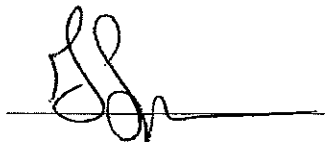
**j. Termination for Convenience or Default (Cost-Type Contracts)** Valley Transit may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Valley Transit or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Valley Transit, or property supplied to the Contractor by Valley Transit. If the termination is for default, Valley Transit may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Valley Transit and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Valley Transit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Valley Transit determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Valley Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

---

## 22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

 Signature of Contractor's Authorized Official  
Greg Logemann, CEO Name and Title of Contractor's Authorized Official  
5/2/12 Date

---

### **23. PRIVACY ACT** **5 U.S.C. 552**

#### **Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

#### **Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

---

### **24. CIVIL RIGHTS REQUIREMENTS**

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.

#### **Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

#### **Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Civil Rights** - The following requirements apply to the underlying contract:

**Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Disputes** - 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. 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 Valley Transit. 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 Valley Transit 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between 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, (Architect) 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.

---

**26. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

**Applicability to Contracts**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

**Flow Down**

These provisions are applicable to all contracts and subcontracts at every tier.

**Transit Employee Protective Provisions.** (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with



### **Disadvantaged Business Enterprises**

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 2.1 %. 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/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. 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, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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.

---

### **28. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1E**

#### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

#### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

**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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

---

The Contractor will maintain the confidentiality of any information regarding program participants that may be obtained from any source associated with this program, other than that information necessary for the performance of service under this contract. The Contractor is prohibited from using program participant information other than for legitimate needs related to providing trips or billing for services provided.

---

### **30. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. 12132**

#### **Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

#### **Flow Down Requirements**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

#### **Civil Rights Requirements**

The following requirements apply to the underlying contract:

Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

**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 Provider 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 Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

- **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 Provider 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 CFR 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 Provider 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; wages or other forms of compensation; and selection for training, including apprenticeship. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.
- **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 Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.

**PROVIDER CERTIFICATION OF COMPLIANCE  
WITH FTA CONTRACT CLAUSES**


This document is part of the proposal. Failure to return it along with the other required documents will render the proposal unresponsive. All vendors shall provide the information requested.

Federal regulations state that recipients (and their contractors) of specific FTA funds are required to comply with the established FTA Access to Records and Reports Requirements. **The CITY OF APPLETON, Valley Transit will not contract with any agency that does not comply with FTA regulations.**


New Hope Center, Inc. certifies that it complies with the following FTA  
(Name of company)  
regulations on the 3<sup>rd</sup> day of May, 2012.

Signature or indicate NA when Not Applicable

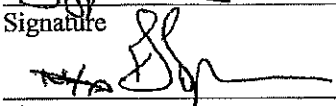
1. Fly America Requirements  
49 U.S.C 40118 41 CFR Part 301-10

  
Signature


2. Buy America Requirements  
49 U.S.C 5323(j) 49 CFR Part 661

  
Signature

3. Charter Bus Requirements  
49 U.S.C. 5323(d) 49 CFR Part 604

  
Signature

4. School Bus Requirements  
49 U.S.C. 5323(F) 49 CFR Part 605

  
Signature

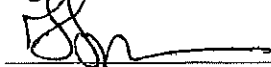
5. Cargo Preference Requirements  
46 U.S.C. 1241 46 CFR Part 381

N/A  
Signature

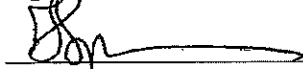
6. Seismic Safety Requirements  
42 U.S.C. 7701 et seq. 49 CFR Part 41

N/A  
Signature

7. Energy Conservation requirements  
42 U.S.C. 6321 et seq. 49 CFR Part 18

  
Signature

8. Clean Water requirements  
33 U.S.C. 1251

  
Signature

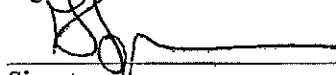
9. Bus Testing  
49 U.S.C 5323(c) 49 CFR Part 665

N/A  
Signature

10. Pre-award and Post delivery Audits requirements  
49 U.S.C 5323 49 CFR Part 663

  
Signature

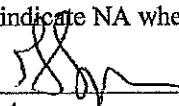
11. Lobbying  
31 U.S.C. 1352 49 CFR Part 19 and 20

  
Signature

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FTA CONTRACT CLAUSES  
(continued)

Signature or indicate NA when Not Applicable

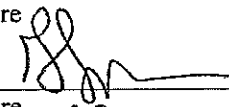
26. Transit employee protective agreements  
49 U.S.C. 5310 & 5311 and 5333, 29 CFR Part 215

  
Signature


27. Disadvantaged business enterprise (DBE)  
49 CFR Part 26

N/A  
Signature

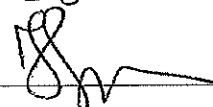
28. Incorporation of Federal Transit Administration (FTA) Terms  
FTA Circular 4220.1E

  
Signature

29. Drug and Alcohol Testing  
49 U.S.C. 5331 49 CFR Parts 653 and 654

  
Signature

30. Civil Rights requirements  
29 U.S.C. § 623, 42 U.S.C. § 6102, 42  
U.S.C. § 12112, 42 U.S.C. 12132

  
Signature

# The Cincinnati Insurance Companies - Claims Online Policyholder Report(COPR)

Insured: NEW HOPE CENTER INC FREEDOM  
 Agency: 48057 BURKART-HEIL AF INS AGENCY  
 Valid Through Date: 04-30-12  
 Last Month-End Closing Date: 03-30-12  
 Next Month-End Closing Date: 04-30-12

Sorted by Date of Loss

Loc	Policy	Policy Effect	Named Insured	Occ #	Loss Date	Loss Description	Loss Type	Claimant/Payee	Paid	Salv/Subr	Expense	End Rev or Month Closed	Incurred
CPA0892224	06-01-08	NEW HOPE CENTER INC FREEDOM				NO LOSSES							
CPA0892224	06-01-07	NEW HOPE CENTER INC	1	08-23-07	INT ACC UNIT STRAIT	COLL	NEW HOPE CENTER INC	2,111	0	23	12/09	2,135	
					INT ACC UNIT STRAIT	PD	Shella Horst	4,803	0	0	12/09	4,803	
					INT ACC UNIT STRAIT	BI	Shella Horst	79,500	0	3,595	12/09	83,095	
					INT ACC UNIT STRAIT	PD	City of Chilton	97	0	0	12/09	97	
							Total for Loss Date 08-23-07	86,511	0	3,618	0	90,130	
CPA0892224	06-01-07	NEW HOPE CENTER INC	1	11-14-07	ANIMAL COLLUSION	PHY DM	NEW HOPE CENTER INC	3,754	0	155	12/07	3,910	
							Total for Loss Date 11-14-07	3,754	0	155	0	3,910	
CPA0892224	06-01-07	NEW HOPE CENTER INC	1	12-06-07	INSD REARENDING CLMT	PD	CHARLES WINFREY	0	0	0	12/07	0	
					INSD REARENDING CLMT	BI	MARION WINFREY	5,000	0	20	12/07	5,020	
							Total for Loss Date 12-06-07	5,000	0	20	0	5,020	
							Total for Policy Effective Date 06-01-07	95,265	0	3,793	0	99,060	
CPA0892224	06-01-08	NEW HOPE CENTER	1	11-19-08	BACKING/ROLLING BACK	PD	ANTHONY IRELAND	4,350	0	80	02/09	4,430	
							Total for Loss Date 11-19-08	4,350	0	80	0	4,430	
CPA0892224	06-01-08	NEW HOPE CENTER	1	04-17-09	INSD REARENDING CLMT	PD	BETH REETZ	4,915	0	0	06/11	4,915	
					INSD REARENDING CLMT	BI	BETH REETZ	12,000	0	0	06/11	12,000	
							Total for Loss Date 04-17-09	16,915	0	0	0	16,915	
							Total for Policy Effective Date 06-01-08	21,265	0	80	0	21,345	
CPA0892224	06-01-10	NEW HOPE CENTER INC ETAL	1	12-22-10	CLMT REARENDED INSD	COLL	NEW HOPE CENTER INC ETAL	1,602	-1,602	0	02/11	0	
							Total for Loss Date 12-22-10	1,602	-1,602	0	0	0	
CPA0892224	06-01-10	NEW HOPE CENTER INC ETAL	1	04-16-11	BACKING/ROLLING BACK	PD	Clayton Thamber	3,135	0	23	05/11	3,158	
							Total for Loss Date 04-16-11	3,135	0	23	0	3,158	
							Total for Policy Effective Date 06-01-10	4,737	-1,602	23	0	3,156	
CPA0892224	06-01-11	NEW HOPE CENTER	1	02-05-12	LOST CONTROL	COLL	NEW HOPE CENTER INC	4,850	-77	23	03/12	4,795	
							Total for Loss Date 02-05-12	4,850	-77	23	0	4,795	
							Total for Policy Effective Date 06-01-11	4,850	-77	23	0	4,795	
							Total for Policy Symbol CPA	126,117	-1,679	3,919	0	128,355	
							Report Grand Total	126,117	-1,679	3,919	0	128,355	

COPYRIGHT 2012, THE CINCINNATI INSURANCE COMPANY

The information contained in this report is proprietary to The Cincinnati Insurance Company and its subsidiaries and affiliates. Unauthorized redisclosure or use of this information is prohibited.



NEWHO-1

OP ID: S1

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Burkart-Heisdorf Insurance www.burkart-heisdorf.com 1807 Erie Avenue Sheboygan, WI 53081 Andrew Burkart, CPCU, CLU, RHU	920-458-6174	<b>CONTACT NAME:</b> Tina Enneper
	920-458-1363	<b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>
		<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURER A: Cincinnati Insurance</b>		<b>NAIC #</b>
<b>INSURER B: United Wisconsin Insurance Co.</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> New Hope Center, Inc. 443 Manhattan St PO Box 189 Chilton, WI 53014-0189	
--	--

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		CPP0892224	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		CPA0892224	06/01/11	06/01/12	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		CPP0892224	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	0400098539	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional			CPP0892224	06/01/11	06/01/12	Each 1,000,000
	Agg 3,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Valley Transit, the City of Appleton and their respective boards, officers, employees, representatives and authorized volunteers are additional insured for general liability and auto liability. IA4087 30 day notice of cancellation to apply.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Valley Transit</b> 801 Whitman Avenue Appleton, WI 54914	<b>VALLTRA</b>
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE Andrew Burkart, CPCU, CLU, RHU	

© 1988-2010 ACORD CORPORATION. All rights reserved.

## **NHC VEHICLE MAINTENANCE PROGRAM**

**GOAL:** To ensure proper running condition, cleanliness, and overall maintenance of Federal Transit Administration Funded Vehicles. To efficiently use Federally Funded Vehicles, in addition to complying with Federal and State recommendations and requirements.

**STAFF RESPONSIBILITIES:** It is the responsibility of all NHC staff to report, in writing, any vehicle problems to the Commercial Operations Manager or the Executive Director. The Commercial Operations Manager will schedule all maintenance and repairs and ensure that all vehicles adhere to the proper maintenance plans. Repair documentation for each vehicle will be filed in the Commercial Operations Manager's office.

**DAILY VEHICLE INSPECTIONS:** A New Hope Center vehicle maintenance schedule is located in each Federal Transit Administration Vehicle. The schedule consists of a pre-trip inspection list, a during-trip monitoring list, and a list of checks to be performed at each fuel stop and oil change. It is the responsibility of each driver to perform the pre-trip inspection and during-trip monitoring each time the vehicle is used. The driver at each fuel stop will perform the fuel stop checks. Any vehicle problems, maintenance needs, or damage will be recorded on the vehicle log, located in each vehicle, and reported in writing to the Commercial Operations Manager. When a problem is reported the Commercial Operations Manager and/or the Executive Director, along with the vehicle's driver, shall determine if the vehicle will be removed from service until the repair is complete.

**BI-ANNUAL VEHICLE INSPECTIONS:** Each FTA funded vehicle will be inspected twice a year by the Commercial Operations Manager and the vehicle's driver. The bi-annual inspections will be performed in April and October and checklists will be filed in the Commercial Operations Manager's office.

**PREVENTATIVE AND ROUTINE MAINTENANCE SCHEDULES:** Preventative and routine maintenance will be completed in accordance with the vehicle manufacturer's recommended schedule. The Commercial

Operations Manager will determine who shall perform the maintenance, document all maintenance, and file all forms in the production office.

**WARRANTY CLAIMS:** It is the responsibility of the Commercial Operations Manager to review the Manufacturer's Warranty for each FTA funded vehicle and ensure repairs are made under warranty when applicable.

**MAINTENANCE FORMS:** Copies of the vehicle maintenance schedule, the bi-annual inspection checklist, vehicle maintenance history form, and the New Hope Center vehicle log are included in the written maintenance plan. All forms are located in the Commercial Operations Manager's office.



## **NHC VEHICLE MAINTENANCE SCHEDULE**

Drivers are required to follow these guidelines and document each reportable condition (using the number preceding the condition) on the New Hope Center Vehicle Log. All needed maintenance or problems must also be promptly reported to the Commercial Operations Manager.

### **EACH TRIP:**

#### **Pre-trip inspection**

1. Check for flat or low tire pressure
2. Are there any fluid puddles under the vehicle?
3. Check for damage to exterior and interior of the vehicle.
4. Are the first-aid kit, fire extinguisher and triangles in the vehicle?
5. Check for proper mirror alignment.
6. Did you experience trouble starting the vehicle?
7. Does the vehicle appear to be idling smoothly?
8. Do you detect any out of the ordinary noises?
9. Are the brakes working properly?
10. Is the steering working properly
11. Is the wheelchair lift working properly?

#### **During-trip Monitoring**

12. Are warning lights and gauges indicating normal operating conditions?
13. Are you detecting excessive vibrations?
14. Is the vehicle accelerating smoothly?
15. Is the heater or air conditioner working properly?
16. Is the transmission shifting smoothly?
17. Does the vehicle appear to have the normal amount of power?
18. Do you detect any out-of-the-ordinary noises?
19. Do you detect any out-of-the-ordinary smells?
20. Are you detecting excessive rattling noise from the wheelchair lift?

### **EACH FUEL STOP:**

21. Check oil levels and add as required. (record added oil on vehicle log)
22. Check windshield washer fluid and add as required.
23. Clean windshield.
24. Check for last oil change and record on vehicle log when 2,500 miles has lapsed.

### **EACH OIL CHANGE (3000 Mile Intervals):**

25. Oil/filter change and all manufacturer recommended service has been performed including but not limited to; *Check tire pressure, check all fluid levels, check all lights, inspect brake parts, inspect wiper blades, inspect exhaust system, inspect tire tread, inspect belts/hoses, rotate tires at recommended intervals, lubricate parts at recommended intervals, replace air cleaner at recommended intervals, perform other manufacturer suggested maintenance at recommended intervals.*

# NHC SAFETY INSPECTION CHECKLIST

**Place a (V) By Any Unacceptable Conditions And Record Comments Below**  
*Bi-annual (Done in April & October)*

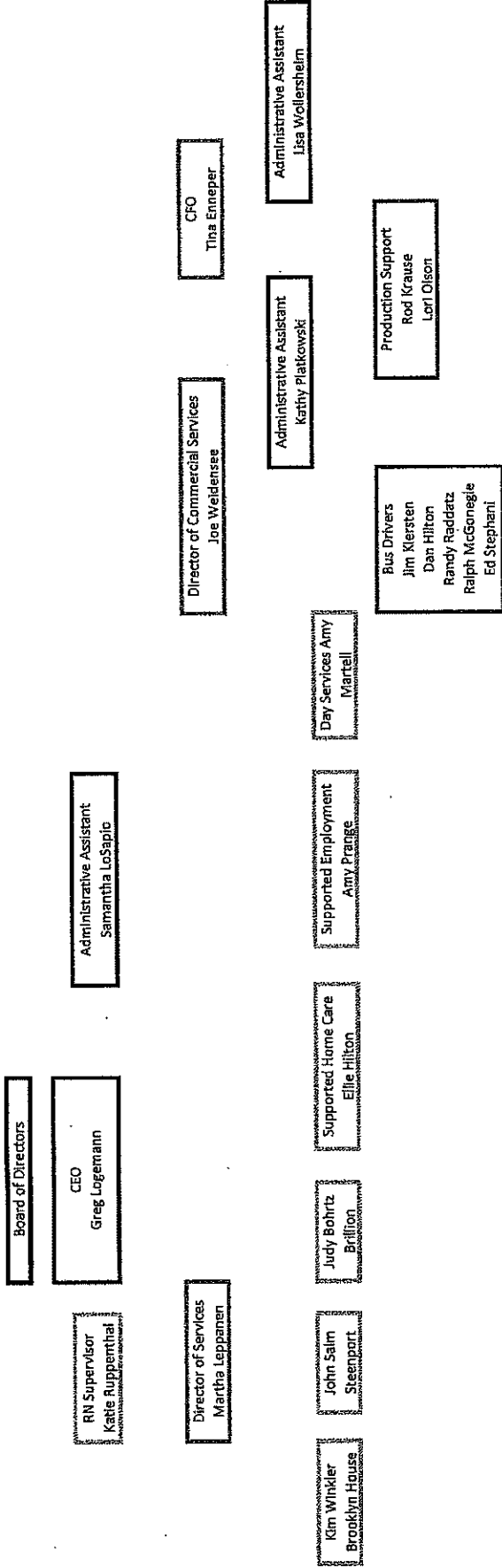
SYSTEM			
INSPECTOR	INSPECTION DATE	VEHICLE SERIAL NO.	LICENSE NO.
MAKE	MODEL	YEAR	MILEAGE
<b>A. FLUIDS</b>		<b>K. DRIVER'S SEAT</b>	77. Odometer
1. Engine Oil Level		37. Firmly Mounted	<b>Q. BRAKES</b>
2. Radiator/Washer Fluid		38. Adjusts & Catches	78. Parking Brakes
3. Battery Water Level		39. Seat Belt Works Properly	79. Low Brake Pedal
4. Brake Fluid Level		<b>L. HEATER/DEFROSTER</b>	80. Pulling
5. Transmission/Power Steering Fluid		40. Fans Operate F/R	81. Noise
<b>B. GENERAL CONDITION</b>		41. Heater Operates F/R	<b>R. TRANSMISSION-DRIVE TRAIN</b>
6. Body, Bumpers, Trim		42. Defroster Operates F/R	82. Holds in Park Position
<b>C. TIRES</b>		43. Air Conditioner Operates	83. Doesn't Start in Gear
7. Tread Wear		<b>M. LIGHTS</b>	84. U-Joints
8. Tire Pressure		44. Stepwell	85. Differential
9. Lug Nuts		45. Passenger Area	<b>S. STEERING</b>
10. Type, Season		46. High Beam	86. Free Play
<b>D. DOORS</b>		47. Low Beam	87. Steering Force
11. Open & Close Properly		48. High Beam Indicators	88. Pulls in Either Direction
12. Won't Open Accidentally		49. Dimmer Switch	89. Power Steering Pump
13. Latches, Handles, Hinges		50. Directional Lights	90. Steering Gear Box
14. Seals Out Exhaust		51. Directional Indicators	91. Linkage & Ball Joints
<b>E. FLOORS/STEPS</b>		52. Emergency Flashers	<b>T. SUSPENSION F/R</b>
15. Clean & Free of Debris		53. Emergency Indicators	92. Shocks/Mounts/Bushings
16. Safe From Tripping		54. Running Lights	93. Springs
17. Tread Covers Not Loose		55. Reflectors	94. Spring Clamps
<b>F. SEATS</b>		56. Brake Lights	95. Spring Shackles
18. Sharp Edges/Exposed Metal		57. Tail Lights	<b>U. EXHAUST SYSTEM</b>
19. Upholstery/Springs		58. License Plate	96. Exhaust Pipe
20. Firm Mountings		59. Backup Lights	97. Muffler
<b>G. GRAB-RAIL STANCHIONS</b>		60. Backup Alarm	98. Tail Pipe
21. Padded Properly		61. Horn	99. Hangers
22. Firmly Mounted		<b>N. WIPER/WASHER</b>	<b>V. FUEL SYSTEM</b>
23. Other Padding		62. Arm Tension	100. Leaks
<b>H. WINDOWS</b>		63. Blade Condition	101. Fumes in Vehicle
24. Safety Glass		64. Washer Switch	102. Gas Cap
25. Vision Obstruction		65. Washer Arm	103. Tank Mounts
26. Operation		<b>O. MIRRORS</b>	<b>W. LIFT/WHEELCHAIR</b>
27. Sunvisors		66. Mounted Firmly	104. Remote Control
<b>I. EMERGENCY EXITS</b>		67. Interior View	105. Wheelchair Stop
28. Doors Work Properly		68. Exterior View	106. Speed Adjustable
29. Latches Properly		69. Convex	107. Restraints Operable
30. Other Exits Open Properly		<b>P. ENGINE OPERATION</b>	108. Tie Down Operable
31. Labeled Properly		70. Starting	109. Padding Adequate
32. No Obstruction to Exits		71. Excessive Smoking	110. Manual Safety Override
33. Door Ajar Warning Alarm		72. Instrument Warning Lights	
<b>J. SAFETY EQUIPMENT</b>		73. AMP/Volt Gauge	
34. Flares/Reflector Triangles		74. AMP Gauge	
35. First Aid Kit		75. Temperature Gauge	
36. 5 lb. ABC Fire Extinguisher		76. Speedometer	

REMARKS:

ONE TIME UNIT = 10 minutes

[illegible]

Table of Organization January 2012



**STAFF JOB DESCRIPTION**

**Exempt Status:** Exempt

**JOB TITLE:** Van/Bus Driver

**POSITION #:** 30, 32, 32, and 33.

**RANGE:** 4

**Minimum Qualifications:**

**Education:** High school education

**Experience:** Three years of related experience

**Substitution:** None

**Responsibility and Authority:** To safely transport individuals with disabilities and elderly individuals on a scheduled daily route and unscheduled demand response trips.

**Essential Duties:**

- Check vehicle for safety daily
- Assist persons to enter and exit vehicle safely
- Follow all traffic laws and operate the vehicle in a safe manner
- Practice defensive driving techniques
- Maintain safety and order on the vehicles
- Maintain daily records of mileage, hours, riders, etc.
- Maintain vehicle cleanliness
- Request needed repairs in a timely fashion
- When returning vehicles, check gas gauge and, in winter, plug in vehicle engine heater
- Participate in required amount and type of staff development activity

**Nonessential duties:**

- Other duties as assigned

**Required Physical Activities:**

- Ability to balance, crouch, bend, stoop, crawl, walk, kneel, twist, and sit
- Ability to push and pull up to 150 pounds and stretch

**STAFF JOB DESCRIPTION**

Van/Bus Driver

Page 2

**Driving Requirements:**

- Ability to drive
- Current valid chauffeur's license or commercial driver's license (May be waived dependent on the size of the vehicle)
- Adequate auto insurance, if using own car
- Good driving record
- Ability to travel independently to various locations

**Other Requirements:**

- Ability to understand written communications
- Analytical and decision-making ability
- Ability to learn, use, and repair equipment
- Ability to work outside, regardless of weather
- Toleration of environmental conditions (Wetness, dust, noise, hot/cold, etc.)
- Ability to communicate (hearing and speech)
- Ability to comprehend verbal communications

**Responsible to:** Production Manager

**Employee Responsible for:** None

**Approved:** Personnel Committee      3/24/94

**Approved:** Board of Directors      3/24/94

**Effective:** 4/1/94

**Reviewed:**

**Reviewed:**

## **Transit Services and Safety Training Policies**

(Section 5310 Grantee)

**New Hope Center, Inc.**

**443 Manhattan Street**

**Chilton, WI 53014**

**Phone: (920) 849-9351**

**Fax: (920) 849-7792**

**Email: [info@newhopeinc.org](mailto:info@newhopeinc.org)**

**ADA Contact Person: Rehabilitation Director**

### **Section 1. Lift, ramps and securements (Accessibility features)**

1. It is our policy to provide transit to person with disabilities using common wheelchairs in our accessible vehicles.
2. Our accessible vehicles will have wheelchair securement systems that allow securing of common wheelchairs during transit.
3. We require common wheelchairs to be secure during transit. We do require that all passengers use seat belts when traveling with us. When appropriate, we may recommend that a person using an uncommon wheelchair move to a vehicle seat.
4. Our Staff will assist persons with the use of ramps, lifts and securement systems when necessary or upon request.
5. We shall permit persons with disabilities who do not use wheelchairs to use our ramps or lifts *(except for equipment not designed for standee use)* to enter and exit the vehicles.

### **Section 2. Safe use of accessibility features**

1. All of our transit Staff have received a copy of these policies and are aware of how it relates to their individual responsibilities.
2. Drivers, *(upon hire, prior to the operation of unfamiliar equipment and at least every three years)* receive training relating to assisting persons with disabilities. This training is provided by qualified individuals and includes:
  - Securing various types of common wheelchairs with the specific securement systems equipped with our vehicles.
  - Safely assisting individuals using specific ramps and lifts that are equipped with our vehicles.
  - Treating individuals with disabilities in a respectful and courteous way, with appropriate attention to the differences among individuals with disabilities.

Completion of such training will be documented in the Driver's personnel file.

### **Section 3. Service animals**

1. We permit service animals to accompany individuals with disabilities in our vehicles and facilities.
2. Staff will seek guidance from the individual regarding accommodations required for their specific service animal.

#### **Section 4. Public information and communications**

1. We provide transit service information in a variety of formats:
  - Written communications
  - Verbal communications
  - Via TTY Phone
  - E-mail
  - Brochures
  - Braille and no English written format are available upon request.
2. Policies on cancellation of services due to inclement weather are communicated to regular passengers in the fall of each year. Cancellations are announced on area radio and cable television stations.

#### **Section 5. Service to persons with respirators or portable oxygen**

1. We permit respirators and other portable oxygen equipment to be brought on our vehicles by customers who use them.
2. We will conform to applicable U.S. Department of Transportation rules on the transportation of hazardous materials.
3. All Staff are required to maintain current certification (*from a national accredited training program*) in Cardiopulmonary Resuscitation and First Aid.



**STAFF PERSONNEL POLICIES**  
**New Hope Center, Inc.**  
**Chilton, Wisconsin**

**POLICY TITLE: WORK & PERFORMANCE RULES –**  
**Drug/Alcohol Free Workplace**

**POLICY NO.: 7.03**

It is the policy of New Hope Center that the unlawful manufacture, distribution, possession, use of or working under the influence of a controlled substance is prohibited in our workplace(s). It is also the policy of New Hope Center that the distribution, possession, use of or working under the influence of Alcohol is prohibited in our workplace(s).

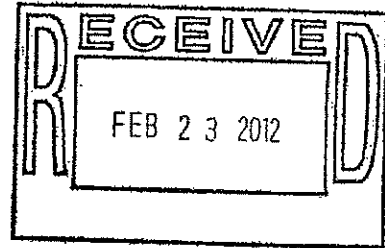
As a condition of continued employment, each employee must agree, in writing, not to violate this policy and to notify New Hope Center of a criminal drug statute conviction no later than five (5) days after the conviction. Certain situations require you, as a condition of continued employment, to undergo drug/alcohol testing, at New Hope Center's expense. Situations requiring testing include: post offer/pre employment, reasonable suspicion, post accident, and random.

Because of the nature of New Hope Center's business, any violation of this policy may be grounds for immediate dismissal.

\* Medication taken in accordance with manufacturer and/or physician's instructions is exempt from this policy. Employees are required to inform their immediate supervisors of performed job duties that may be affected by such medications.

New Hope Center maintains written standards/procedures relating to the implementation of this policy, see appendix A. New Hope Center reserves the right to change the standard/procedure at any time.

**Approved: Personnel Committee 2/26/07**  
**Board of Directors 2/26/07**



**TO:** D.O.T. CONSORTIUM MEMBER  
**FROM:** WORK HEALTH OPTIONS  
**SUBJECT:** RANDOM SELECTION: 1st Quarter  
RANDOM DATE: February 27, 2012

***Reminder: All tests must be completed within the current quarter***

Please find attached a list of employees that *have* and *have not* been selected at this time. In compliance with Federal Highway Administration and FTA drug and alcohol testing standard 49CFR Part 40, these guidelines maintain a 50% plus ratio of drivers for urine drug screen testing and 10% plus ratio of alcohol testing in each calendar year. Retain a copy of this notice for your records.

To be compliant with D.O.T regulations it is important that your employee listing is updated in our consortium before random selection. Please notify Work Health Options as soon as there are any status changes with your employees.

Attn: Cristin Svatek  
Ph: 920.320.4686  
Fax: 920.320.4665  
[csvatek@hfmhealth.org](mailto:csvatek@hfmhealth.org)

Hours of operation:  
Monday – Friday 7:00am – 4:00pm  
After-hours report to the Emergency Dept at Holy Family Hospital

Work Health Options  
1650 S 41st Street  
Manitowoc, WI 54220

New Hope Center, Inc  
443 MANHATTAN STREET  
Chilton, WI 53014

### Certification of Enrollment in Random Selection

2/9/2012 12:10:39PM

Batch R0003380 Generated on 2/9/2012

This document certifies that your company's employees are subject to computer-generated random selections for alcohol and/or drug testing. You should store this document with your other permanent drug testing records.

Number of your employees eligible for selection:	7
Number of your employees selected for Drug testing only:	2
Number of your employees selected for Alcohol testing only:	0
Number of your employees selected for dual Drug/Alcohol testing:	0
Total number of your employees selected for testing:	2
Total number of participants in this random pool:	885
Total number of participants selected from this random pool:	129
Total percentage of eligible participants selected for Drug Testing:	14.58
Total percentage of eligible participants selected for Alcohol Testing:	3.50

*RALPH +  
RANDY*

\_\_\_\_\_  
Authorized Signature

## Participants by Alpha Sort Field

From: A

To: / / / / / / / /

### New Hope Center, Inc (NEWHOPEC)

#### Pool Group: ( )

Participant ID	Name	SSN	Home	DOT	Occu	Pool	Rnd	Term.	Term. Date
19	Daniel J Hilton			Y	CDL		Y	N	
11	James Kiersten	392-42-5361		Y	CDL		Y	N	
5	Rodney Krause	389-88-4602		Y	CDL		Y	N	
20	Ralph McGonegle	387-48-3084		Y	CDL		Y	N	
8	Randall A Raddatz	396-92-4386		Y	CDL		Y	N	
24	Michael Schmitz			Y	CDL		Y	N	
29	Ed Stephanie	394-60-7452		Y	CDL		Y	N	

Records in this group: Pool Group: ( ): 7

Records in this company: New Hope Center, Inc (NEWHOPEC): 7

Supplemental Questions for RFP VT-12—02

1. In the lead paragraph it states that the service is Door-through-door when required. Under scope of service A. it says it is a shared ride transportation system. C. It states anyone riding within 4 blocks of ROUTE. F. Provider not expected to collect fares. Then under Administration C. it state Materials may include ticket order forms? Please define what type of service is required? It is a shared ride service. However, due to ADA "Origin to Destination" regulations, if a client needs assistance through the door, we are required to provide that as a basic level of service, with some exceptions. The exceptions include; instances "where the vehicle would be left unattended for a substantial length of time, where the vehicle would be left out-of-sight of the driver, or where the rider requests assistance beyond the first door-way (not including vestibule doors)".
2. If it is not a route type service what are the hours of operation? It is a route based service.
3. If it is route type service are passengers left unattended while driver performs door through door or are attendants/aids required to ride along? Attendants are not provided, unless the proposer provides an attendant, the passengers would be left unattended. Refer to the answer to question #1.
4. Please provide a copy of the last 3 months of invoices, Daily mileages, daily revenue hours and itemized trip costs (outlined under records on page 5). See attached billing data.
5. Please provide a copy of current routes if it is a route based program. The routes are attached .pdf files.
6. Please provide information regarding how many ambulatory and wheel chair rides are provided. Passenger's schedules vary daily, as do the number of clients registered to use the service. However, current weekly volume is 208 ambulatory and 14 wheelchair passenger trips on the A.M. routes, and 183 ambulatory and 17 wheelchair passenger trips on the P.M. routes. Trip numbers provided are intended to reflect the current passenger volume and are not guaranteed.
7. The cost proposal form (page 22) asks to specify service type and price? Is this price to be per person or route? Can there be a mileage charge? What about the additional years of the contract is there a CPI and a fuel clause? There is no required manner of bidding this service. The proposal should include any costs that will be charged to provide this service.
8. Can school buses be used for this service? Although not the preferred vehicles for this service, due to the length of the routes, as long as the school buses meet the vehicle requirements as stated in the RFP document, they would be allowable.

OM :

FAX NO. :920 849-7792

Feb. 09 2012 03:05PM P2

**Invoice**

New Hope Center, Inc.  
443 Manhattan Street  
PO Box 189  
Chilton, WI 53014

Date	Invoice #
1/31/2012	323

Bill To
VALLEY TRANSIT 801 S. WHITMAN AVE. APPLETON, WI 54914

			Customer Name
Quantity	Description	Rate	Amount
5,122	loaded miles for services in: January	1.87	9,578.14
A non-profit corporation serving individuals with abilities since 1965			<b>Total</b> \$9,578.14
Phone #	Fax #	E-mail	Web Site
(920) 849-9351	(920) 849-7792	info@newhopcinc.org	www.newhopcinc.org

**New Hope Center, Inc**

443 Manhattan St. ~ P.O. Box 189 ~ Chilton, WI 53014

Phone (920) 849-9351 ~ Fax (920) 849-7792 ~ email [info@newhopeinc.org](mailto:info@newhopeinc.org)

Valley Transit  
801 Whitman Avenue  
Appleton WI 54914-9927

Services provided by New Hope Center, Inc.  
in Calumet County

**January-12**

Total Passengers	2,026
Total Miles	6,612
Total Hours	287
Revenue Miles	5,122
Revenue Hours	245

IDM :

FAX NO. : 920 849-7792

Mar. 07 2012 02:28PM P2



New Hope Center, Inc.  
443 Manhattan Street  
PO Box 189  
Chilton, WI 53014

# Invoice

Date	Invoice #
2/29/2012	528

<b>Bill To</b>
VALLEY TRANSIT 801 S. WHITMAN AVE. APPLETON, WI 54914

POST TO  
Feb 2012

			Project
Quantity	Description	Rate	Amount
4,885	loaded miles for services in:	1.87	9,134.95
<b>A non-profit corporation serving individuals with abilities since 1965</b>			<b>Total</b> \$9,134.95
Phone #	Fax #	E-mail	Web Site
(920) 849-9351	(920) 849-7792	info@newhopeinc.org	www.newhopeinc.org



**New Hope Center, Inc**

442 Manhattan St. ~ P.O. Box 189 ~ Chilton, WI 53014

Phone (920) 849-9351 ~ Fax (920) 849-7792 ~ email [info@newhopeinc.org](mailto:info@newhopeinc.org)

Valley Transit  
801 Whitman Avenue  
Appleton WI 54914-9927

Services provided by New Hope Center, Inc.  
in Calumet County

**February-12**

Total Passengers	2,083
Total Miles	6,294
Total Hours	287
Revenue Miles	4,885
Revenue Hours	245

Apr. 09 2012 02:09PM P3



New Hope Center, Inc.  
443 Manhattan Street  
PO Box 189  
Chilton, WI 53014

# Invoice

Date	Invoice #
3/31/2012	811

BILL TO  
VALLEY TRANSIT  
801 S. WHITMAN AVE.  
APPLETON, WI 54914

Customer Name
---------------

Quantity	Description	Rate	Amount
5,089	loaded miles for services in: March 2012	1.87	9,516.43

**A non-profit corporation serving individuals with abilities since 1965**

<b>Total</b>	<b>\$9,516.43</b>
--------------	-------------------

Phone #	Fax #	E-mail	Web Site
(920) 849-9351	(920) 849-7792	tennepcr@newhopeinc.org	www.newhopeinc.org

**New Hope Center, Inc**

443 Manhattan St. ~ P.O. Box 189 ~ Chilton, WI 53014

Phone (920) 849-9551 ~ Fax (920) 849-7792 ~ email [info@nhswhopcinc.org](mailto:info@nhswhopcinc.org)

Valley Transit  
801 Whitman Avenue  
Appleton WI 54914-9927

Services provided by New Hope Center, Inc.  
in Calumet County

**March-12**

Total Passengers	2,026
Total Miles	6,496
Total Hours	302
Revenue Miles	5,089
Revenue Hours	259



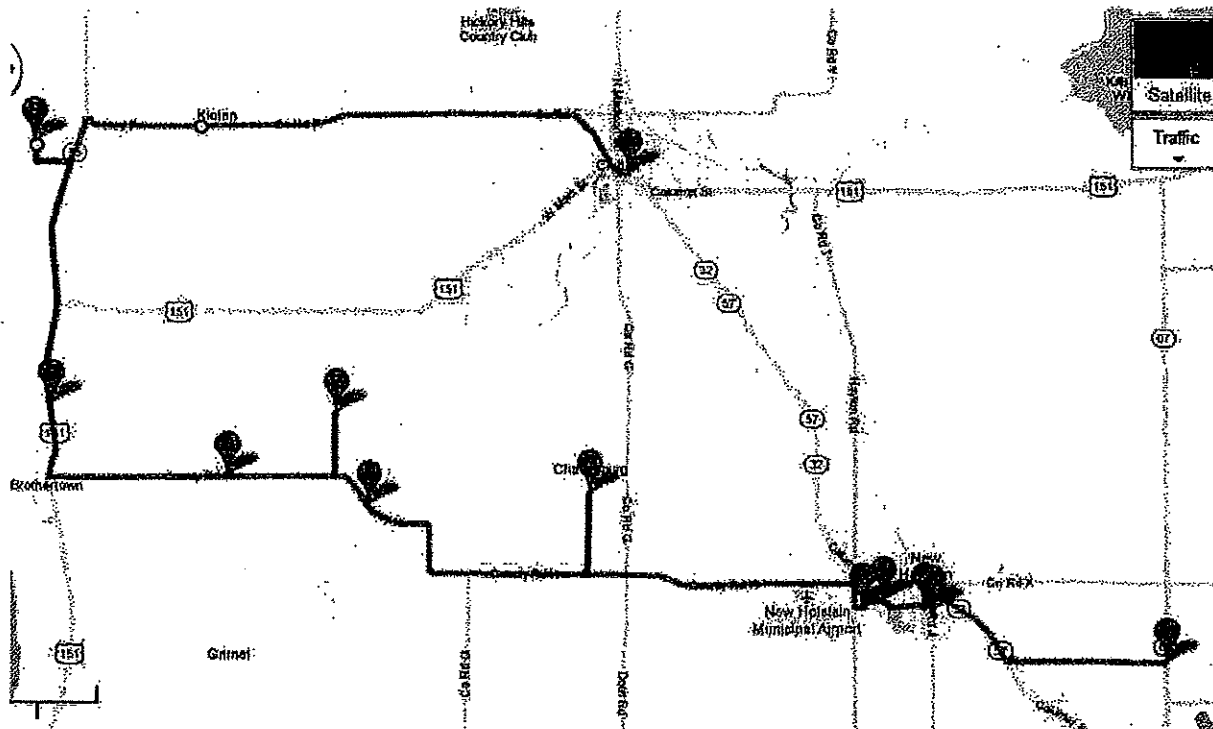


**New Hope Center**

443 Manhattan St. P.O. Box 189 Chilton, WI 53014 Phone: 920-849-9351 Fax 920-849-7792 [www.newhopeinc.org](http://www.newhopeinc.org)

## TRANSPORTATION AREA

"New Holstein"







## New Hope Center

443 Manhattan St. P.O. Box 189 Chilton, WI 53014 Phone: 920 849-9351 Fax 920 849-7792 [www.newhopeinc.org](http://www.newhopeinc.org)

### TRANSPORTATION SERVICES

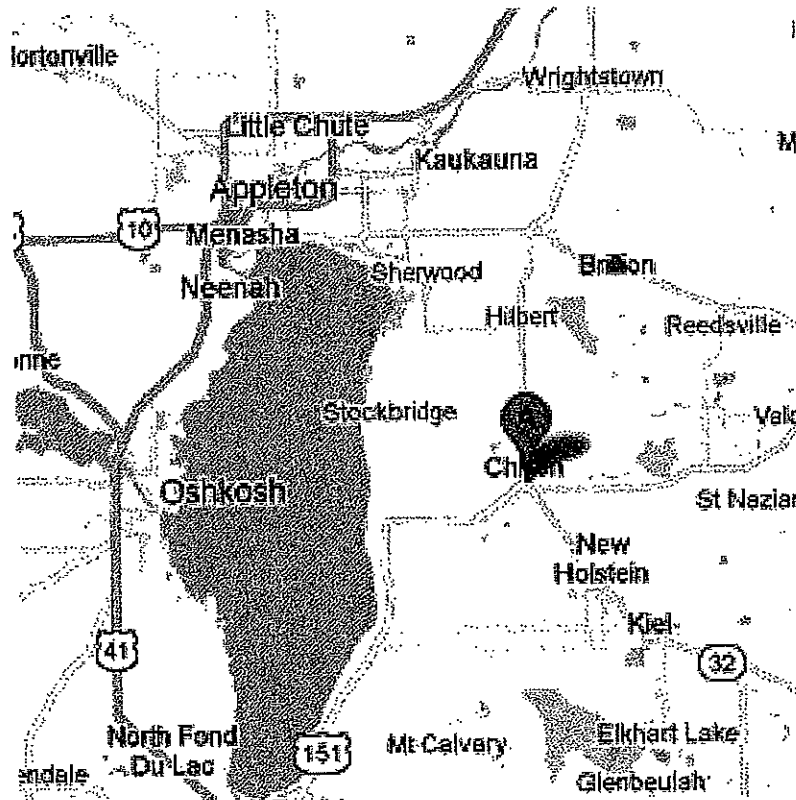
"New Hope Center, Inc."

#### COMMUNITY RESOURCES LOCATION

<u>Resource</u>	<u>City</u>
Hospitals -----	Appleton & Chilton
Group Homes-----	Chilton & Brillion
Shopping Centers--	Appleton, Chilton, Brillion & New Holstein
Nutrition Sites-----	Appleton, Chilton, Brillion, New Holstein & Hilbert

#### VEHICLES & ROUTES

5310 Vehicles -----	Five
NHC Owned Vehicles---	5
Fixed Routes =	3
Demand Response Area=	Calumet County









Date: June 12, 2017

To: City of Appleton Common Council  
Fox Cities Transit Commission

From: Ron McDonald, General Manager

Re: Bus Washer Refurbish

Greetings,

Valley Transit's current bus washer was installed in 1995 by Ross & White Company. It is now necessary for replacement or refurbishment.

Mr. Cameron Green, City of Appleton Facilities Manager, coordinated the inspection, review, and cost estimate for this project. Ross & White Company, the original equipment manufacturer (OEM) conducted site visits in an effort to determine if the bus washer is suitable for refurbishment or if it requires complete replacement. Following the site visits, it was determined the existing unit is structurally sound and is suitable for refurbishment.

Because the bus washer is suitable for refurbishment, it was determined that Ross & White Company, as the OEM, is the only vendor capable of refurbishing this unit. Consequently, it was determined that a Single Source Quote is appropriate for this project and a request for quote was forwarded to Ross & White Company.

Ross & White Company submitted a quote to refurbish the City of Appleton-Valley Transit bus washer for \$94,005.

**Recommended Action:**

**Authorize Valley Transit to issue a Purchase Order, as a Single Source Procurement, to Ross & White Company for refurbishment of the bus washer for \$94,005 plus a 10% contingency, not to exceed \$103,405.**





# QUOTE

010330

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-516-3900  
Fax: 847-516-3989

Customer: CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA

Telephone: 414-832-6100  
Fax: 920/832-6044

Shipping address: CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

Special Shipping  
Instructions

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					NET 15 DAYS

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
4	EA	RW-4CD2AN14C18A AIR CYLINDER ASS'Y 4"X18" COMPLETE WITH HOSES		1,422.00	0.00	5,688.00
2	EA	RW-ACP20X16-38D-KIT AIR CONTROL PANEL SMC DOUBLE		2,400.00	0.00	4,800.00
8	EA	DOD-PB-225-SXR BEARING 2-1/4" PILLOW BLOCK		262.00	0.00	2,096.00
2	EA	RW-BAR1055EHDHD60/72-CG SHAFT ASSEMBLY BAR1055 EHD/HD 60" & 72" CIRCULEEN GREEN BRUSH		5,940.00	0.00	11,880.00
2	EA	RW-BAR1055EHDHD60/72-CR SHAFT ASSEMBLY BAR1055 EHD/HD 60" & 72" CIRCULEEN RED BRUSH		5,940.00	0.00	11,880.00
11	EA	RW-13X54RM MOP 13" x 4'6" LG. FOSS CLOTH		40.00	0.00	440.00
11	EA	RW-13X66RM MOP 13" x 5'6" LG. FOSS CLOTH		42.50	0.00	467.50



# QUOTE

010330

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-516-3900  
Fax: 847-516-3989

**Customer:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA  
  
**Telephone:** 414-832-6100  
**Fax:** 920/832-6044

**Shipping address:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

**Special Shipping Instructions**

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					<b>NET 15 DAYS</b>

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
11	EA	RW-13X78RM MOP 13"x 6'6"LG. FOSS CLOTH		45.00	0.00	495.00
11	EA	RW-13X90RM MOP 13" x 7'-6"LG. FOSS CLOTH		47.50	0.00	522.50
11	EA	RW-13X102RM MOP 13" X 8'6"L UPS WASH TOWER BLACK FOSSCLOTH 102"		50.00	0.00	550.00
15	EA	RW-DPSNA-KIT SPRAY NOZZLE ASSEMBLY DOUBLE PLASTIC W/CHECK VALVE VITON		36.00	0.00	540.00
15	EA	LUR-404172N DOUBLE SWIVEL BODY 1/4"FNPT BLACK NYLON				
15	EA	LUR-402CPV01-V VALVE 1/4" CHECK DIAPHRAGM 8# SPRING TYPE (38 VITON)				
30	EA	LUR-15RE2604 CAP ONLY TWIST ON (RED)&GASKET				



# QUOTE

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-518-3900  
Fax: 847-518-3989

**Customer:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA

**Telephone:** 414-832-6100  
**Fax:** 920/832-6044

**Shipping address:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

**Special Shipping  
Instructions**

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					NET 15 DAYS

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
15	EA	PAR-216P-4 NIPPLE 1/4" HEX BRASS		9.00	0.00	270.00
30	EA	SPR-TP-8010 NOZZLE TIP #TP-8010 BRASS		15.00	0.00	180.00
12	EA	SPR-1/4MEG2506 NOZZLE 1/4MEG2506 STAINLESS		28.00	0.00	56.00
2	EA	BV-34B BALL VALVE 3/4" BRASS		15.00	0.00	90.00
6	EA	SPR-1/4MEG2504 NOZZLE 1/4MEG2504 STAINLESS STEEL		6.00	0.00	36.00
6	EA	SPR-H1/4U1510 NOZZLE BRASS H1/4U1510		204.00	0.00	408.00
2	EA	RW-UCSP34 UNDER CARRIAGE SPRAY PIPE 3/4"				





# QUOTE

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-516-3900  
Fax: 847-516-3989

**Customer:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA

**Telephone:** 414-832-6100  
**Fax:** 920/832-6044

**Shipping address:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

**Special Shipping Instructions**

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					NET 15 DAYS

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
17.000	FT	COL-GTC34 PIPE 3/4" STD GALV PE SCHED 40 GPE34				
2	EA	COL-GMCAP34 CAP 3/4" MAL GALV				
2	EA	COL-GM9034 ELBOW 3/4" 90 MAL GALV				
23	EA	SPR-H1/4U5020 NOZZLE BRASS H1/4U5020		6.00	0.00	138.00
1	EA	PPL-BR10-1.5 RELIEF VALVE 3/8" 500-1000PSI 10 GPM PARAPLATE #BR10-1.5		242.00	0.00	242.00
1	EA	ADM-C1229 PUMP CERAMIC PLUNGER 29 GPM @ BRASS HEAD 1200 PSI AT 900 RPM		3,872.00	0.00	3,872.00
3	EA	RW-14-01 CHEMICAL METERING SYSTEM LB64 SINGLE PUMP 20x16x10 ENCLOSURE		2,244.00	0.00	6,732.00



# QUOTE

010330

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-516-3900  
Fax: 847-516-3989

Customer: CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA

Telephone: 414-832-6100  
Fax: 920/832-6044

Shipping address: CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

Special Shipping  
Instructions

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					NET 15 DAYS

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
4	EA	HOS-34X72PLA HOSE 3/4" x 72"LG. PUSH LOCK* ASS'Y 3/4"MP x 3/4"FJX & ADPT		39.00	0.00	156.00
1	EA	WT-IMPROVEMENT8-6MM POINT LUBE GREASE LINES NGL2 STANDARD GREASE		1,216.00	0.00	1,216.00
4	EA	LIN-14562 GREASE BLOCK 2-UNIT 1/8" NPT				
2	EA	LIN-14563 GREASE BLOCK 4-UNIT 1/8" NPT				
328	FT	INT-152820 TUBING 6MM OD GREASE FILLED (164' ROLL)				
200	EA	PAN-SSC2S-S6-C CABLE TIE NYLON PANEL MOUNT				
150	EA	FAS-PR18X12SS POP RIVIT 1/8" x 1/2" 303 S.S. STAINLESS STEEL #48				



# QUOTE

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-516-3900  
Fax: 847-516-3989

**Customer:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA

**Telephone:** 414-832-6100  
**Fax:** 920/832-6044

**Shipping address:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

**Special Shipping  
Instructions**

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					<b>NET 15 DAYS</b>

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
32	EA	INT-FR106114NPT ELBOW SWIVEL 6MM PUSH IN 1/8" NPT				
8	EA	FAS-HCS14X112 BOLT 1/4-20x1-1/2"LG. ZINC PLATED				
16	EA	LIN-5400 ZURK FITTING 90 DEG. 1/8"NPT				
1.00	EA	LABOR ENGINEERING LABOR ENGINEERING-RE-PROGRAM		1,000.00	0.00	1,000.00
1	EA	RENTAL RENTAL OF EQUIPMENT		4,500.00	0.00	4,500.00
1	EA	MISC. PARTS MISC. PLUMBING AND ELECTRICAL VENDORS OR CONTRACTORS		10,000.00	0.00	10,000.00
1	EA	LABOR INSTALL LABOR FOR INSTALLATION OF EQUIPMENT - ESTIMATE ONLY		25,000.00	0.00	25,000.00



# QUOTE

010330

1090 Alexander Ct.  
PO Box 970  
Cary, IL. 60013-0970  
Phone: 847-516-3900  
Fax: 847-516-3989

**Customer:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
PO BOX 2428  
APPLETON  
WI 549142428  
USA

**Telephone:** 414-832-6100  
**Fax:** 920/832-6044

**Shipping address:** CITY OF APPLETON-VALLEY TA  
ATTN: VALLEY TRANSIT  
801 WHITMAN AVENUE  
APPLETON  
WI 54914  
USA

**Special Shipping Instructions**

Cust code	Order date	Ship Method	Ship date	Salesperson	Customer purchase order no
9520	03/27/17	BEST WAY	03/27/17	QUOTE - MICHAEL J. HOLZER	CAMERON GREEN
					<b>NET 15 DAYS</b>

Order quantity	Uom	Stock code	Customer Stock code	Unit Price	Discount	Net Price
1	EA	FREIGHT FREIGHT CHARGE		750.00	0.00	750.00

**Order Total**

**94,005.00**

\*\*\* The Above Total Does Not Include Freight, Sales Tax Or Any Misc. Charges \*\*\*





Date: June 12, 2017

To: City of Appleton Common Council  
Fox Cities Transit Commission

From: Ron McDonald, General Manager

Re: Letter of Agreement-Outagamie County Emergency Management

Greetings,

Outagamie County is requesting a Letter of Agreement be entered into for the provision of mutual assistance by Valley Transit. Public transit providers are typically participants with local emergency management and are relied upon frequently.

Valley Transit, as a regional transit provider, should participate in mutual assistance.

**Recommended Action:**

**Authorize Valley Transit to enter into a Letter of Agreement with Outagamie County Emergency Management for the provision of mutual assistance.**



**Letter of Agreement  
Outagamie County Emergency Management  
&  
Valley Transit**

Whereas: emergencies involving natural disasters and/or technological incidents will occur within and crossing the boundaries of Outagamie County and can be more effectively dealt with by mutual assistance from supporting agencies,

And Whereas; 2013 Wisconsin Act 186, Wis. Statute Chapter 323 and 66.0301 relate to mutual assistance within the emergency management programs of the respective counties.

We therefore; enter into this agreement for mutual assistance, to respond and assist the emergency management response during an event when called upon and realizing proper and timely notification of the agency is required.

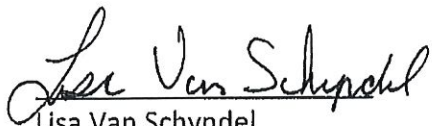
and; it is agreed that the responding party's assistance will be limited during the event to knowledge, resources and other support as needed and within the agency's capability and capacity,

and; it also agreed that if a request for assistance is made, the party may refuse to assist, if the requested emergency assistance aid and resources is/are being utilized for the agency's own emergency response,

and; each party to this agreement agrees to fully and in all respects indemnify, defend and hold harmless, from and against any and all claims and liability resulting from all acts, commissions or other conduct of said agency including any and all commands under the laws of the State of Wisconsin any and all claims premised under 42 USC 1983. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the respective agency. No party shall under any circumstances be held liable and/or technological incident of any other party. Further, each agency will be responsible for any claims or judgments that arise under this agreement as a result of any negligence or wrongful conduct on the part of the respective agency and will be responsible for paying any claims or judgments that arise under this agreement as a result of the negligence or wrongful conduct on the part of the responding agency.

In the event an employee of another governmental agency or private entity renders assistance or support to the Outagamie County Emergency Management Department (County) through a mutual aid agreement or a memorandum of understanding (MOU), that employee shall remain the employee of the assisting or supporting government agency or private entity while providing such assistance or support to the County, for the purposes of pay and benefits, workers compensation coverage and general liability coverage unless the specific mutual aid agreement or MOU specifically states otherwise.

This letter of agreement shall be effective on sign off of all parties and shall continue for a five year period. This MOU may be terminated on a thirty days written notice by any party.



Lisa Van Schyndel  
Emergency Management Director  
Outagamie County

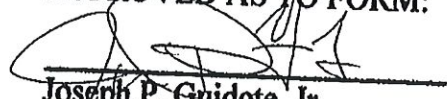
6/7/2017

Date

\_\_\_\_\_  
Valley Transit Representative

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**



Joseph P. Guidote, Jr.  
Corporation Counsel  
Outagamie County

Date Approved: 6/8/17

## Ronald C. McDonald

---

**From:** Chris Behrens  
**Sent:** Wednesday, June 07, 2017 3:19 PM  
**To:** Ronald C. McDonald  
**Cc:** Amy Erickson  
**Subject:** From Cycom TESTBED: A17-0408 Outagamie Co Emergency Management Agreement with Valley Transit  
**Attachments:** FW: Letter of Agreement

Ron-

I've reviewed the agreement and generally find it acceptable. Transit would be agreeing to assist in an emergency type of situation where its resources would be helpful. However, the agreement does allow VT the flexibility to decline its services if it is already assisting the City with the emergency. VT would remain responsible for its employees, etc. while providing the services. The Agreement, once approved and signed would remain in place for 5 years; however, either party can terminate it with 30 days written notice to the other.

I agree that bringing it through the Commission makes sense. Let me know if you have any additional questions.

Thanks.

Chris

Christopher R. Behrens  
Deputy City Attorney  
City of Appleton  
100 N. Appleton Street  
Appleton WI 54911

P: 920.832.6423  
F: 920.832.5962  
[chris.behrens@appleton.org](mailto:chris.behrens@appleton.org)

### NOTICE: CONFIDENTIAL LEGAL ADVICE

This electronic mail transmission and any attachments are confidential and may be privileged. They should be read or retained only by the intended recipient. If you have received this transmission in error, please notify the sender immediately and delete the transmission from your system.



## COMPARATIVE RIDERSHIP BY FARE CATEGORY

	REGULAR CASH	YOUTH CASH	S/D CASH	REGULAR 10 RIDE TICKETS	S/D 10 RIDE TICKETS	30 DAY REG	30 DAY YOUTH	30 DAY S/D	DAYPASS SOLD	DAYPASSES REDEEMED	YOUTH GROUP	MSD	FVTC	OTHER SPEC. FARES	TOTAL PAID RIDES	FREE	TRANSFER	GRAND TOTAL RIDES
January-16	7,515	1,763	3,338	6,521	3,592	7,958	1,039	10,259	567	2,279	3	17,615	7,006	577	70,032	1,145	12,120	83,297
January-17	7,141	1,769	3,280	6,038	3,321	8,955	1,215	10,447	699	3,078	9	15,489	7,818	474	69,733	1,309	11,233	82,335
% CHG	-5.0%	0.3%	-1.7%	-7.4%	-7.5%	12.5%	16.9%	1.8%	23.3%	35.1%	200.0%	-12.1%	11.6%	-17.9%	-0.4%	14.3%	-6.6%	-1.2%
February-16	7,767	1,771	3,521	6,686	3,493	8,202	1,034	11,144	750	2,825	14	17,177	8,973	593	73,950	1,083	12,247	87,287
February-17	7,000	1,955	3,540	5,371	3,425	9,551	1,172	10,172	801	3,043	3	14,789	10,043	431	71,296	1,436	11,267	83,999
% CHG	-9.9%	10.4%	0.5%	-19.7%	-1.9%	16.4%	13.3%	-8.7%	6.8%	7.7%	-78.6%	-13.9%	11.9%	-27.3%	-3.6%	32.6%	-8.0%	-3.8%
March-16	8,110	2,168	4,004	6,918	4,410	8,483	1,069	12,280	809	3,371	17	15,369	8,405	371	75,784	1,310	13,354	90,448
March-17	7,967	2,011	3,984	5,932	3,857	10,530	1,113	12,247	835	3,600	43	13,901	10,315	521	76,856	1,356	12,566	90,778
% CHG	-1.8%	-7.2%	-0.5%	-14.3%	-12.5%	24.1%	4.1%	-0.3%	3.2%	6.8%	152.9%	-9.6%	22.7%	40.4%	1.4%	3.5%	-5.9%	0.4%
April-16	7,534	2,110	3,789	6,648	4,196	8,722	1,094	11,243	696	3,045	160	17,324	8,427	486	75,475	1,744	12,594	89,813
April-17	7,447	1,925	3,670	4,997	3,922	9,590	871	11,101	772	3,092	76	13,578	8,172	488	69,581	1,639	11,609	82,329
% CHG	-1.2%	-8.3%	-3.1%	-24.8%	-9.4%	10.0%	-20.4%	-1.3%	10.9%	1.5%	-52.5%	-21.6%	-3.0%	0.4%	-7.8%	-6.0%	-7.8%	-7.8%
YTD 2016	30,926	7,812	14,652	26,773	15,691	33,365	4,236	44,326	2,822	11,521	194	67,485	32,811	2,027	295,241	5,282	50,315	350,838
YTD 2017	29,555	7,660	14,474	22,338	14,405	38,626	4,371	43,967	3,107	12,813	131	57,757	36,348	1,914	287,466	5,740	46,735	339,941
% CHG	-4.4%	-1.9%	-1.2%	-16.6%	-9.2%	15.8%	3.2%	-2.1%	10.1%	11.2%	-32.5%	-14.4%	10.8%	-5.5%	-2.6%	8.7%	-7.1%	-3.1%
May-16	7,111	2,174	3,603	5,621	3,790	8,449	854	11,359	720	2,987	2	16,989	7,871	405	71,735	2,755	12,000	86,490
May-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
June-16	7,775	3,008	3,787	6,306	3,828	8,000	1,015	11,346	682	2,803	25	1,698	8,071	36	56,380	2,420	12,908	71,708
June-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
July-16	7,323	2,974	3,847	5,845	3,605	7,471	898	10,202	664	2,755	50	7	5,795	15	51,451	1,771	12,112	65,354
July-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
August-16	8,698	3,230	4,043	6,200	3,788	8,356	1,184	12,372	745	3,258	22	119	8,393	4	60,412	3,858	13,328	77,596
August-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
September-16	14,829	1,721	3,605	5,759	3,987	6,992	837	11,540	682	2,820	1	14,980	10,325	498	78,576	2,081	11,147	91,804
September-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
October-16	7,466	2,095	3,875	6,132	4,190	8,023	1,152	12,509	773	3,092	82	15,325	11,004	458	76,176	2,051	11,652	90,079
October-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
November-16	8,754	1,911	3,359	5,834	3,885	8,939	1,160	11,559	685	3,021	4	15,508	10,148	452	75,219	1,982	10,984	88,185
November-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
December-16	10,651	1,910	3,269	5,902	3,463	9,062	945	10,620	734	3,075	6	13,062	8,191	324	71,244	1,800	10,957	84,001
December-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

\*Library Pass-time recorded as Reg. Cash as Library Foundation paying after the fact.

\*\*Under (Key D) recorded as Reg. Cash

\*\*\*Other tickets sold include single ride reg. single ride S/D, freedom pass

\*\*\*\*Transfers include passengers not getting off bus when bus changes route numbers.



## COMPARATIVE RIDERSHIP BY FARE CATEGORY

Connecting the Fox Cities

	OTHER TICKETS SOLD	REG 10 RIDE	S/D 10 RIDE	30 DAY REG SOLD	30 DAY YOUTH	30 DAY S/D SOLD	CASH REVENUE	PRE-PAID REVENUE	TOTAL REVENUE
January-16	1,282	991	326	190	25	205	\$21,553.19	\$35,094.75	\$56,647.94
January-17	343	547	333	201	45	231	\$22,303.95	\$23,069.00	\$45,372.95
% CHG	-73.2%	-44.8%	2.1%	5.8%	80.0%	12.7%	3.5%	-34.3%	-19.9%
February-16	3,310	475	371	182	82	201	\$22,411.43	\$35,357.25	\$57,768.68
February-17	755	259	249	187	27	168	\$21,512.36	\$31,424.75	\$53,037.11
% CHG	-77.2%	-45.5%	-32.9%	2.7%	-67.1%	-16.4%	-3.6%	-11.1%	-8.2%
March-16	508	661	439	202	34	247	\$26,642.89	\$78,376.20	\$105,019.09
March-17	1,278	939	448	191	23	233	\$25,987.09	\$39,150.00	\$64,137.09
% CHG	151.6%	42.1%	2.1%	-5.4%	-32.4%	-5.7%	-2.5%	-51.3%	-38.9%
April-16	1,652	565	400	235	14	233	\$22,775.11	\$36,999.50	\$59,774.61
April-17	701	414	329	149	17	203	\$45,613.24	\$59,978.50	\$105,591.74
% CHG	-57.6%	-26.9%	-17.8%	-36.6%	21.4%	-12.9%	100.3%	62.1%	76.6%
YTD 2016	6,752	2,693	1,536	809	155	886	\$3,383	\$15,828	\$29,210
YTD 2017	3,077	2,159	1,359	728	112	835	\$15,517	\$152,622	\$268,139
% CHG	-54.4%	-19.8%	-11.5%	-10.0%	-27.7%	-5.8%	23.7%	-17.9%	-4.0%
May-16	730	461	309	163	16	212	\$22,973.05	\$34,108.00	\$57,081.05
May-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
June-16	922	609	458	203	50	260	\$24,398.05	\$60,064.25	\$84,462.30
June-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
July-16	821	453	365	143	41	222	\$22,257.32	\$34,127.00	\$56,384.32
July-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
August-16	849	471	396	262	8	239	\$27,230.70	\$41,570.50	\$68,801.20
August-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
September-16	233	934	392	166	83	235	\$24,612.99	\$37,169.75	\$61,782.74
September-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
October-16	306	525	455	176	42	246	\$30,024.27	\$28,613.75	\$59,638.02
October-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
November-16	559	392	343	219	22	207	\$21,684.28	\$35,010.25	\$56,694.53
November-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
December-16	1,532	487	479	255	34	284	\$21,551.66	\$38,722.59	\$60,274.25
December-17									
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

## COMPARATIVE RIDERSHIP BY ROUTE

	ROUTE 1	ROUTE 2	ROUTE 3	ROUTE 4	ROUTE 5	ROUTE 6	ROUTE 8	ROUTE 9	ROUTE 11	ROUTE 12	ROUTE 15	ROUTE 16	ROUTE 19	ROUTE 20	ROUTE 30	ROUTE 31/32	ROUTE 41	ROUTE TRIPPER	*** SPECIALS	ROUTE TOTAL
JAN-16	5,637	3,288	5,020	3,800	3,765	737	4,579	1,730	2,930	7,703	10,667	3,568	1,639	6,411	9,469	4,053	2,943	5,358	0	83,287
JAN-17	5,570	3,712	5,142	3,847	3,310	435	4,517	1,773	2,976	7,599	10,849	3,840	1,365	6,104	9,470	3,632	2,867	5,224	103	82,335
% CHG	-1.2%	12.9%	2.4%	1.2%	-12.1%	-41.0%	-1.4%	2.5%	1.6%	-1.4%	1.7%	7.6%	-16.7%	-4.8%	0.0%	-10.4%	-2.6%	-2.5%	0.0%	-1.2%
FEB-16	6,023	3,465	5,089	3,857	3,854	718	4,819	1,773	2,947	9,381	10,632	4,052	1,635	6,623	10,009	4,172	2,958	5,273	0	87,280
FEB-17	5,237	4,171	4,814	3,971	3,205	582	4,244	1,721	2,988	8,668	10,898	3,612	1,454	6,531	9,550	3,659	2,856	4,922	916	83,999
% CHG	-13.0%	20.4%	-5.4%	3.0%	-16.8%	-18.9%	-11.9%	-2.9%	1.4%	-7.6%	2.5%	-10.9%	-11.1%	-1.4%	-4.6%	-12.3%	-3.4%	-6.7%	0.0%	-3.8%
MAR-16	5,998	3,478	4,943	4,209	3,608	724	4,590	1,723	3,295	8,763	12,640	4,107	1,721	7,456	10,989	4,298	3,445	4,461	0	90,448
MAR-17	5,479	3,680	5,476	4,209	3,722	638	4,023	2,432	3,163	8,551	12,323	4,318	1,505	7,338	10,663	4,391	3,530	4,556	781	90,778
% CHG	-8.7%	5.8%	10.8%	0.0%	3.2%	-11.9%	-12.4%	41.1%	-4.0%	-2.4%	-2.5%	5.1%	-12.6%	-1.6%	-3.0%	2.2%	2.5%	2.1%	0.0%	0.4%
APR-16	5,946	3,611	5,080	4,036	3,942	770	5,014	1,922	2,962	8,882	11,334	4,406	1,731	6,941	10,324	4,236	3,475	5,201	0	89,813
APR-17	3,972	3,850	5,110	3,784	3,380	680	3,825	2,822	2,690	7,703	11,265	3,770	1,590	7,411	9,567	3,785	3,050	4,087	478	82,829
% CHG	-33.2%	6.6%	0.6%	-6.2%	-14.3%	-11.7%	-23.7%	46.8%	-9.2%	-13.3%	-0.6%	-14.4%	-8.1%	6.8%	-7.3%	-10.6%	-12.2%	-21.2%	0.0%	-7.8%
YTD 16	23,604	13,842	20,132	15,902	15,169	2,949	19,002	7,148	12,134	34,729	45,273	16,133	6,726	27,431	40,791	16,759	12,821	20,293	0	350,838
YTD 17	20,258	15,413	20,542	15,811	13,617	2,335	16,609	8,748	11,817	32,521	45,335	15,540	5,914	27,384	39,250	15,467	12,303	18,799	2,278	339,941
% CHG	-14.2%	11.3%	2.0%	-0.6%	-10.2%	-20.8%	-12.6%	22.4%	-2.6%	-6.4%	0.1%	-3.7%	-12.1%	-0.2%	-3.8%	-7.7%	-4.0%	-7.4%	0.0%	-3.1%
MAY-16	5,896	3,392	5,274	3,878	3,518	658	4,905	1,725	3,041	8,039	10,742	4,567	1,468	6,910	10,277	3,979	3,259	4,962	0	86,490
MAY-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	0.0%	-100.0%
JUN-16	4,956	2,320	3,368	3,844	3,068	684	2,810	1,398	3,156	6,156	11,023	4,294	1,484	7,084	9,363	3,283	2,966	451	0	71,708
JUN-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	0.0%	-100.0%
JUL-16	4,453	2,292	3,191	3,583	2,833	613	2,180	1,239	2,831	5,350	10,488	3,785	1,475	6,643	8,687	3,116	2,575	0	0	65,334
JUL-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	0.0%	0.0%	-100.0%
AUG-16	5,364	2,733	3,525	3,774	3,069	701	2,407	1,537	3,405	7,552	12,021	4,498	1,526	7,483	9,875	3,402	2,935	0	1,789	77,596
AUG-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	0.0%	-100.0%	-100.0%
SEP-16	6,456	3,736	5,857	3,865	3,419	976	4,821	1,377	2,516	9,805	11,154	4,058	1,431	7,499	9,956	3,372	2,885	4,277	4,344	91,804
SEP-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
OCT-16	6,144	3,876	5,519	3,890	3,582	655	4,312	1,893	2,863	10,485	11,988	4,075	1,538	7,263	10,024	3,425	3,084	4,638	825	90,079
OCT-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
NOV-16	6,134	3,910	5,946	3,708	3,806	542	4,456	1,768	2,844	9,428	11,549	3,651	1,343	6,970	9,672	3,582	3,019	5,052	805	88,185
NOV-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
DEC-16	5,293	3,401	5,106	4,107	3,445	529	3,984	1,619	2,923	8,765	11,712	3,431	1,438	6,538	9,703	3,763	3,112	4,192	940	84,001
DEC-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

## EVENING RIDERSHIP BY ROUTE

	ROUTE 1	ROUTE 2	ROUTE 3	ROUTE 4	ROUTE 5	ROUTE 6	ROUTE 9	ROUTE 12	ROUTE 15	ROUTE 19	ROUTE 20	ROUTE 30	ROUTE TOTAL
JAN-16	776	345	602	498	611	515	312	1,080	2,202	942	1,021	1,327	10,231
JAN-17	717	345	591	409	430	274	313	1,039	2,143	860	955	1,458	9,534
% CHG	-7.6%	0.0%	-1.8%	-17.9%	-29.6%	-46.8%	0.3%	-3.8%	-2.7%	-8.7%	-6.5%	9.9%	-6.8%
FEB-16	677	303	573	500	556	528	287	1,442	2,162	1,034	1,100	1,304	10,566
FEB-17	620	465	559	554	428	392	318	1,553	2,294	861	1,188	1,930	11,162
% CHG	-8.4%	53.5%	-2.4%	10.8%	-34.8%	-25.8%	10.8%	7.7%	5.1%	-16.7%	8.0%	48.0%	5.6%
MAR-16	871	446	785	682	717	522	312	1,482	2,677	1,154	1,362	1,625	12,615
MAR-17	883	558	766	604	537	404	440	1,594	2,593	933	1,376	2,091	12,779
% CHG	1.4%	25.1%	-2.4%	-8.8%	-25.1%	-22.6%	41.0%	7.6%	-3.1%	-19.2%	1.0%	28.7%	1.3%
APR-16	793	400	619	585	600	520	353	1,452	2,423	1,062	1,054	1,583	11,444
APR-17	479	579	610	562	450	426	479	1,443	2,491	909	1,475	1,736	11,639
% CHG	-39.6%	44.8%	-1.5%	-3.9%	-25.0%	-18.1%	35.7%	-0.6%	2.8%	-14.4%	39.9%	9.7%	1.7%
YTD 16	3,117	1,494	2,579	2,245	2,584	2,085	1,264	5,456	9,464	4,192	4,537	5,839	44,856
YTD 17	2,699	1,947	2,526	2,129	1,845	1,496	1,550	5,629	9,521	3,563	4,994	7,215	45,114
% CHG	-13.4%	30.3%	-2.1%	-5.2%	-28.6%	-28.2%	22.6%	3.2%	0.6%	-15.0%	10.1%	23.6%	0.6%
MAY-16	881	403	662	529	533	455	311	1,276	2,217	959	1,019	1,474	10,719
MAY-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
JUN-16	732	343	534	535	487	490	171	951	2,150	935	1,123	1,443	9,894
JUN-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
JUL-16	747	393	644	513	439	392	142	914	2,053	859	1,094	1,434	9,624
JUL-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
AUG-16	887	413	599	465	554	517	217	1,330	2,538	1,004	1,213	1,682	11,419
AUG-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
SEP-16	862	361	652	576	598	487	190	1417	2144	875	1354	1666	11,182
SEP-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
OCT-16	761	433	741	520	556	354	420	1,855	2,461	817	1,201	1,560	11,679
OCT-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
NOV-16	761	368	754	516	502	272	332	1,626	2,116	777	1,131	1,406	10,561
NOV-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
DEC-16	692	351	503	505	450	339	274	1,292	2,247	871	1,021	1,479	10,024
DEC-17	0	0	0	0	0	0	0	0	0	0	0	0	0
% CHG	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

**NOTE:** PM Ridership

Starts at 5:15p for routes 1, 3, 5, 9, 15, 19

Starts at 5:45p for all other routes

Excludes Routes 31, 32 and 41



# 2017 TROLLEY ROUTE

HOUDINI PLAZA

This site is said to be the site where Harry Houdini lived as a child.

**1111 W. College Ave.** Featuring exhibitions of regional, national and international visual arts.

**PAPER DISCOVERY CENTER**  
425 W. Water St. Learn about the  
heritage and have some fun along  
hands-on activities.

HEARTHSTONE HISTORIC HOUSE MUSEUM

## THE HISTORY MUSEUM AT THE CASTLE

APPLETON PUBLIC LIBRARY

## THE DOWNTOWN TROLLEY SCHEDULE

## Downtown Appleton—One Great Place!

appletondowntown.org

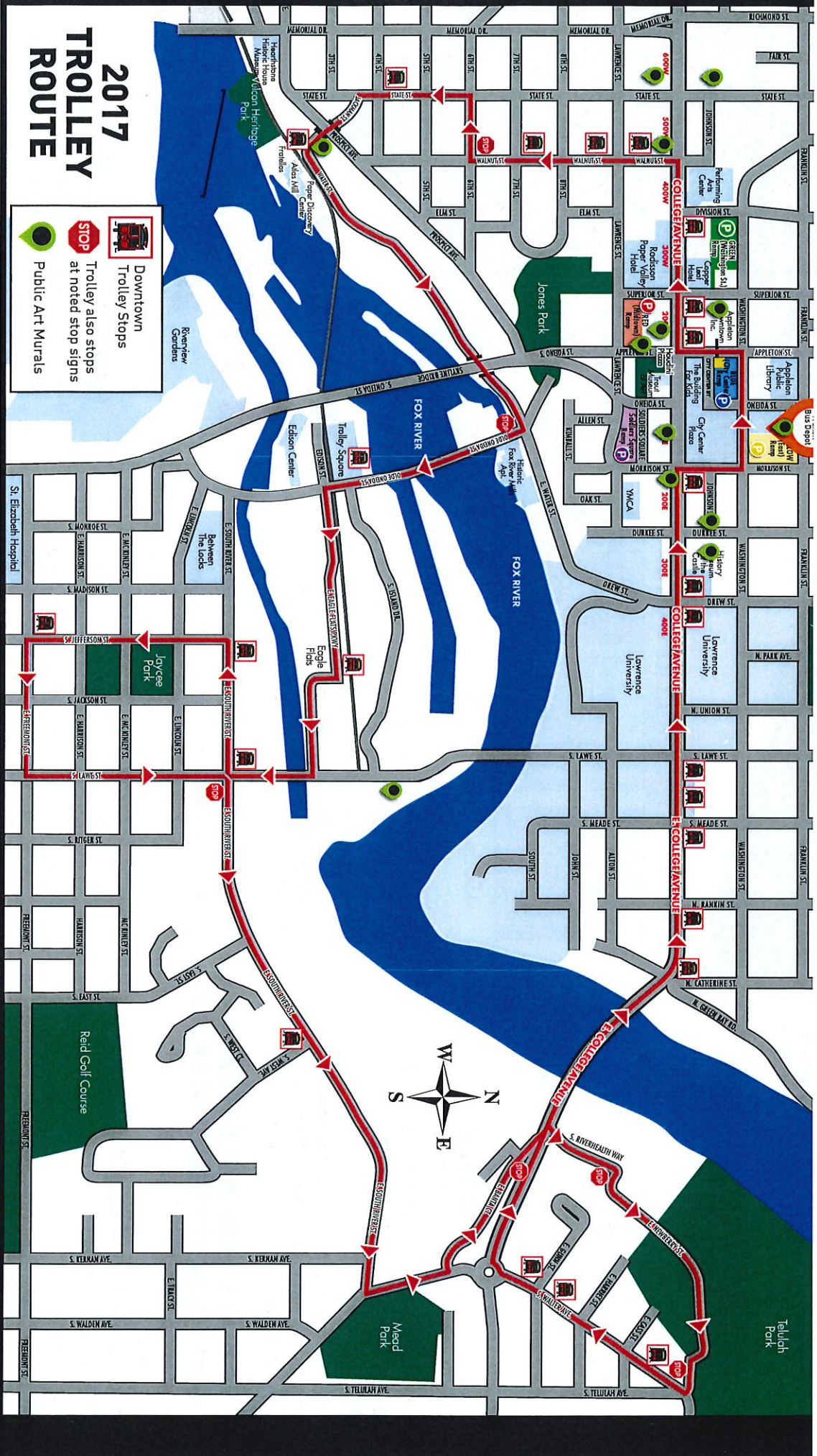
**Thursdays and Fridays 5 – 11 p.m.  
Saturdays 8 a.m. – 11 p.m.**

## Transit Center :15 and :45

**Transit Center**  
**:15 and :45**

Banta Ct. at Riverheath History Museum	:30 and :00 :31 and :01
---	----------------------------

To plan your next Valley Transit bus trip  
visit [www.myvalleytransit.com](http://www.myvalleytransit.com)





**THE DOWNTOWN TROLLEY** is free and is available to take you or your group on a carefree ride to our summer events:

### HEID MUSIC SUMMER CONCERT SERIES

Thursdays, June 1 – August 31  
5:30 – 8:30 p.m.

### FLAG DAY PARADE

Saturday, June 10, 2:00 p.m.

### ART ON THE TOWN

Third Friday of the month, 5:00 – 8:00 p.m.

June 16 – HIDDEN TEXTURES

July 21 – CHALK ON THE TOWN

August 18 – PAINT ON THE TOWN

September 15 – PARK(ing) DAY

### DOWNTOWN APPLETON FARM MARKET

Saturdays, June 17 – October 28  
8:00 a.m. – 12:30 p.m.

Of course, you can always ride the trolley for fun and enjoy the many shops, eateries and entertainment venues along the way.

### OTHER FAMILY-FRIENDLY EVENTS IN DOWNTOWN APPLETON TO ENJOY LUNCHTIME LIVE! CONCERTS

Houdini Plaza

Thursdays, June 1 – August 31  
11:30 a.m. – 1:00 p.m.

### NOON TUNES

Creative Parklet

Wednesdays, June 7 – August 30  
Noon – 1:00 p.m.

### CREATIVE KIDS

Houdini Plaza

June 16, July 21, August 18  
3:00 p.m. – 5:00 p.m.

Sponsored by  
 **TUNDRA LAND**  




## TRACES OF THE PAST

### DOWNTOWN TROLLEY HISTORY



1800s



1900s



TODAY

The first electric commercial streetcar in the world made its debut in Appleton on August 12, 1886, and, according to city history, was quite a “showstopper”.

The Appleton Electric Street Railway was the vision of Judge J.E. Harriman, who had seen a demonstration of a streetcar system while traveling in Alabama. Harriman immediately raised \$35,000 and created a private company to provide this new form of public transportation to the city of Appleton.

The cars ran every 20 minutes from Appleton’s west side with 6 stops. The cars were housed at what is now Studio 213 on College Avenue, and the office was located at the current Gabriel Furniture site.

The road and track spanned a total of 4.5 miles, with the electrical wiring suspended overhead. Charles J. Van Depoele, who invented the system, was in Appleton to oversee the construction and pulled the lever for the first run in 1886. The company began with 5 cars.

After several years of operation, Harriman’s company went bankrupt. The streetcars were taken over by various companies, and the office and car barn were eventually relocated to the flats. In 1930, the streetcar operation gave way to private transportation and buses. The last run of the Appleton Electric Street Railway was April 6, 1930.

— Research by Appleton Heritage Society

DOWNTOWN APPLETON

## Downtown

# TROLLEY

## 2017 Schedule

**JUNE 1 – SEPTEMBER 30**

Thursdays and Fridays 5:00 – 11:00 p.m.

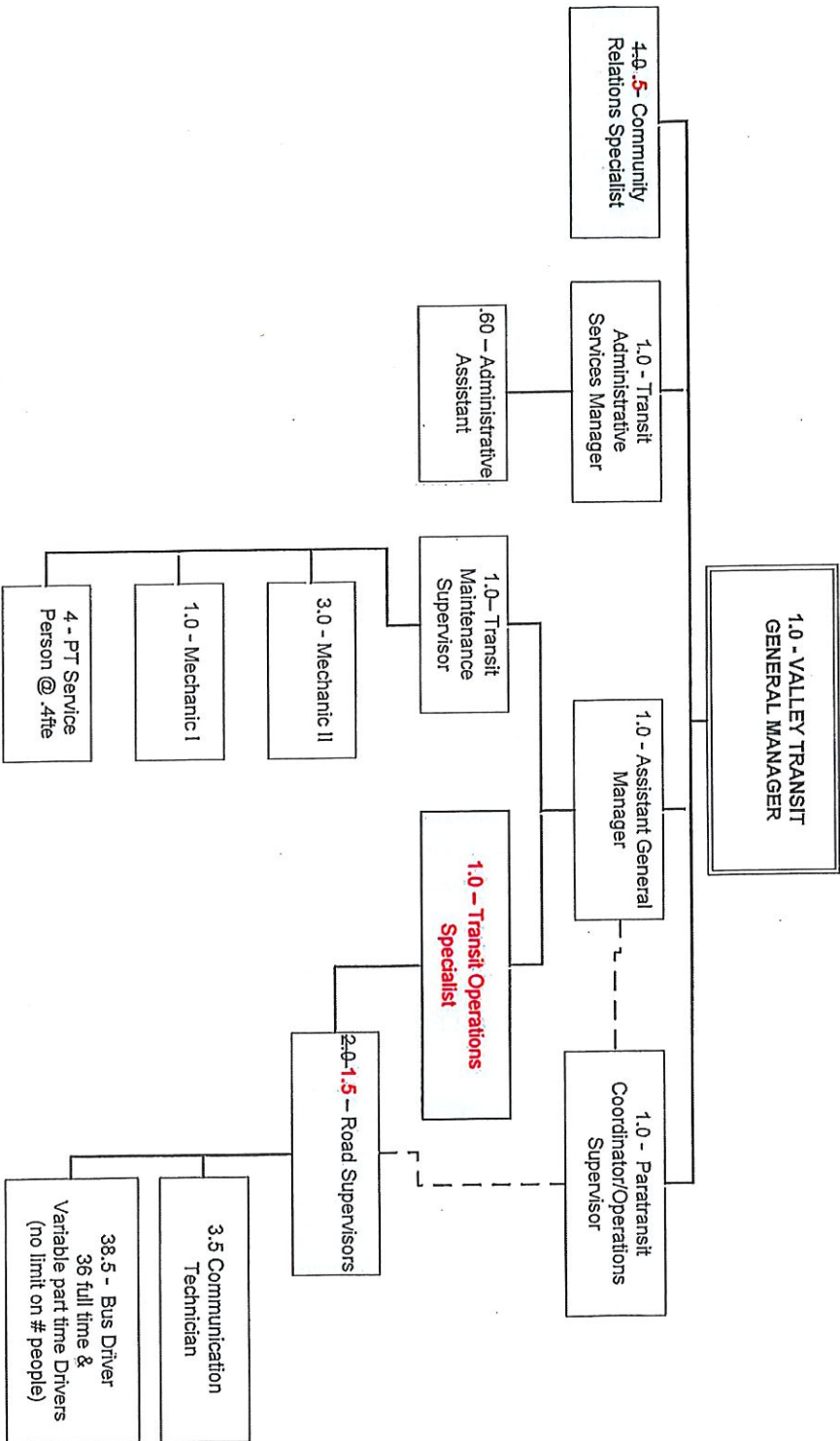
Saturdays 8:00 a.m. – 11:00 p.m.

One Great Place!  
**DOWNTOWN**  
Appleton



#onegreatplace  
f t  
appletondowntown.org

#onegreatplace  
f t  
appletondowntown.org



## Pending Items - Fox Cities Transit Commission

Issue	Date Discussed at FCTC	Person Requesting	Tentative Date Back to FCTC	Completed
Semi annual Update on Use of Social Media	11/13/13	Erickson	When Position Filled	Twice/year
Information System Update			07/26/17	Quarterly
Key Performance Indicators			07/26/17	Quarterly