

### **City of Appleton**

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

## Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, February 12, 2019 2:00 PM Council Chambers, 6th Floor

- 1. Call meeting to order
- 2. Roll call of membership
- Approval of minutes from previous meeting

<u>19-0169</u> Approval of minutes from previous meeting

Attachments: MeetingMinutes08-Jan-2019-04-27-30.pdf

#### 4. Public Hearings/Appearances

<u>19-0171</u> Public Participation on Agenda Items

#### 5. Action Items

<u>19-0172</u> Approval of Payments

Attachments: January 2019 Payments.pdf

19-0174 Accept STP-Urban Project Funds I.D. #4984-02-00 for \$300,225 to

Purchase One Bus

Attachments: STP URBAN Agreement 01-19.pdf

19-0175 Authorization to award a three-year contract with two one-year options to

Running Inc. for the provision of Paratransit (ADA and Ancillary) Services

Attachments: FCTC Running contract memo.pdf

19-0176 Approve Addendum to Fox Valley Technical College Student Pass

Contract

Attachments: 2019 FVTC Addendum.pdf

2015 FVTC Contract.pdf

#### 6. Information Items

19-0177 Ridership and Revenue

Attachments: December 2018 Ridership graphs.pdf

19-0182 Key Performance Indicators

Attachments: 2018 Q4 KPI.pdf

19-0183 Request for Future Agenda Items

#### 7. Next Meeting Date & Time

- February 26, 2019, 2:00 PM
- March 12, 2019, 2:00 PM

#### 8. Adjournment

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

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



#### **City of Appleton**

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

## Meeting Minutes - Final Fox Cities Transit Commission

Tuesday, January 8, 2019

2:00 PM

Council Chambers, 6th Floor

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

Present: 9 - Detienne, Nau, Dearborn, Wurdinger, Brown, Wilson, Dexter, VandeHey

and Lobner

Excused: 4 - Kasimor, Vice Chair Buckingham, Martin and Stephenson

3. Approval of minutes from previous meeting

<u>19-0040</u> Approval of minutes from previous meeting

<u>Attachments:</u> <u>MeetingMinutes 12-11-18.pdf</u>

Commissioner Wurdinger moved, seconded by Commissioner Nau, that the

Minutes be approved. Voice Vote. Motion Carried.

4. Public Hearings/Appearances

<u>19-0041</u> Public Participation on Agenda Items

There was no public participation on agenda items

5. Action Items

19-0043 Authorization to Purchase Buses and Approve Subsequent Budget

Amendment

<u>Attachments:</u> Bus Purchase Memo.pdf

Letter to FCTC 12.14.2018.pdf

Capital Assistance Grant DOA.pdf

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

18-1821 Approve the Intermunicipal Agreement with the City of Neenah and the

Village of Fox Crossing for the Northern Winnebago Dial A Ride Service for 2019 Contingent on City of Neenah and the Village of Fox Crossing

Approval

<u>Attachments:</u> NW Dial-A-Ride - 2019 revised.pdf

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

Carried.

#### 6. Information Items

19-0042 Approval of Payments

Attachments: December 2018 payments.pdf

This action item was moved to information items.

Commissioner Detienne moved, seconded by Chairman Lobner, that the

Report Action Item be approved. Voice Vote. Motion Carried.

<u>19-0044</u> Financial Report

<u>Attachments:</u> 2018 FCTC Monthly Income Statement.pdf

2018 FCTC Monthly Income Statement (PT).pdf

This Presentation was presented

19-0045 Ridership and Revenue

Attachments: November 2018 Ridership graphs.pdf

This Presentation was presented

19-0046 Wi-Fi discussion

This Presentation was discussed

<u>19-0047</u> Valley Transit Bus App (Beta Test)

This Presentation was presented

19-0048 Greenville Bus Route

<u>Attachments:</u> Map for service to Greenville.pdf

This Presentation was discussed

#### <u>19-0049</u> Request for Future Agenda Items

- 7. Next Meeting Date & Time
  - January 22, 2019, 2:00 PM Cancelled
  - February 12, 2019, 2:00 PM
- 8. Adjournment

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

January 8, 2019

City of Appleton Page 3



YEAR/PERIOD: 2019/1 TO 2 ACCOUNT/VENDOR	2019/1 DOCUMENT	PO	YEAR/PR	TYP S		CHECK RUN CHECK	DESCRIPTION
580 580 160100		Valley Transit	t Prepaid Expe	nses			
001371 TRANSIT MUTUAL INSUF	2336	0	2019 1	INV P	126,890.00	010219	810 insurance
			ACCOUNT TO	OTAL	126,890.00		
580 213200 999998 Beth Sandden	3732	0	Agency Ticket 2019 1		64.00	011619	1029 VTII basic ticket r
			ACCOUNT TO	OTAL	64.00		
		OF	RG 580 TO	OTAL	126,954.00		
58071000 58071000 620100 001946 CITY OF APPLETON	4640	VT 5307 Admin	Training/Con: 2019 1	ferences INV P	5.00	pcard	CITY OF APPLETON PA
			ACCOUNT TO	OTAL	5.00	_ 	
58071000 630100 001441 VERITIV OPERATING CO	3748	0	Office Suppl: 2019 1		629.00	011619	1112 paper
999990 QUILL CORPORATION	4181	0	2019 1	INV P	47.98	pcard	Office Supplies
			ACCOUNT TO	OTAL	676.98		
58071000 630200 000999 NORTHERN MUSICAST, 1	3584	0	Subscriptions 2019 1	s INV P	135.00	pcard	January 2019 throug
			ACCOUNT TO	OTAL	135.00		
58071000 630300 001522 WISCONSIN PUBLIC TRA	A 4317	0	Memberships 8 2019 1		3,675.00	012319	1243 2019 membership fee
001878 BUS COALITION, INC.	2335	0	2019 1	INV P	250.00	010219	788 dues 2019
			ACCOUNT TO	OTAL	3,925.00		
58071000 630400 000460 FEDEX - FEDERAL EXPF 000460 FEDEX - FEDERAL EXPF		0	Postage~Freig 2019 1 2019 1	INV P	28.67 30.57	pcard pcard	Shipping Shipping
					59.24	<del>-</del> :	
			ACCOUNT TO	OTAL	59.24		
58071000 632002 001121 QUICK PRINT CENTER,	4647	0	Outside Print 2019 1		36.06	pcard	NWDAR Cards
			ACCOUNT TO	OTAL	36.06		
58071000 641100			Temporary He	lp			



YEAR/PERIOD: 2019/1 TO 2 ACCOUNT/VENDOR	2019/1 DOCUMENT	PO	YEAR/P	R TYP S	CHECK	RUN CHECK	DESCRIPTION
000221 CADRE OF PREMIER STA		0	2019 2019	1 INV P 1 INV P	827.52 pcard 976.22 pcard	i i	Temp Com Tech Temp Com Tech - two
					1,803.74		
			ACCOUNT	TOTAL	1,803.74		
58071000 641200 000979 NL PRESS STAR/MULTI	4659	0	Advertisin 2019	g 1 INV P	490.00 pcard	Ė	2019 Outagamie ADRC
001517 WISCONSIN MEDIA	4645	0	2019	1 INV P	739.15 pcard	Ē	Public Notices - Mu
			ACCOUNT	TOTAL	1,229.15		
58071000 641301 001575 WE ENERGIES	54	0	Electric 2019	1 INV P	5,528.93 01303	1309	ELEC 7216-827-232 T
			ACCOUNT	TOTAL	5,528.93		
58071000 641302 001575 WE ENERGIES	54	0	Gas 2019	1 INV P	3,073.99 01303	1309	GAS 7216-827-232 Tr
			ACCOUNT	TOTAL	3,073.99		
58071000 641307 000132 AT&T	3707	0	Telephone 2019	1 INV P	314.39 01161	19 971	920-730-0780 935 6
			ACCOUNT	TOTAL	314.39		
			ORG 58071000	TOTAL	16,787.48		
58072000 58072000 630901 000035 AIRGAS USA, LLC	4660	VT 5307 Vehi 0	Shop Suppl		51.12 pcard	£	Shop supplies
000615 HARTLAND LUBRICANTS	4651	0	2019	1 INV P	1,246.00 pcard	į	Supplies
001194 SAFETY-KLEEN	4652	0	2019	1 INV P	109.00 pcard	Ē	Supplies
001333 TARTAN SUPPLY CO.,	I 4912	0	2019	1 INV P	566.75 pcard	Ē	January Custodial S
001570 1ST AYD CORPORATION	4646	0	2019	1 INV P	111.00 pcard	i	Supplies
001655 AUTOMOTIVE SUPPLY CO 001655 AUTOMOTIVE SUPPLY CO	3577 3122 4123 4605 4606 4606 4607 4608	0 0 0 0 0 0 0	2019 2019 2019 2019 2019 2019 2019 2019	1 INV P 1 INV P	218.72 pcard 100.80 pcard 219.56 pcard 27.20 pcard 42.39 pcard 43.96 pcard 50.64 pcard 46.24 pcard 15.00 pcard	d d d d d d	PAW*AUTOMOTIVE SUPP PAW*AUTOMOTIVE SUPP Supply Supply Supply Supply Supply Supply Supply Supply Supply



YEAR/PERIOD: 2019/1 TO 20 ACCOUNT/VENDOR	019/1 DOCUMENT	PO	YEAR/PR TYP S		CHECK RUN CHECK	DESCRIPTION
				764.51	-	
002108 APS FOX VALLEY, INC	4203	0	2019 1 INV P	136.62	pcard	Supplies
			ACCOUNT TOTAL	2,985.00		
58072000 630902 001655 AUTOMOTIVE SUPPLY CO	3577	0	Tools & Instruments 2019 1 INV P	1,890.00	pcard	PAW*AUTOMOTIVE SUPP
			ACCOUNT TOTAL	1,890.00		
58072000 632601 000089 NEW FLYER OF AMERICA	4657	0	Repair Parts 2019 1 INV P	4,664.47	pcard	Parts - Multiple in
000569 GILLIG LLC	3747	0	2019 1 INV P	665.71	011619 10	011 part rcvd 1/4/19
000641 HOGLUND BUS AND TRUC	4644	0	2019 1 INV P	348.86	pcard	Parts
001595 JX TRUCK CENTER	4125 4126 4610 4611 4612 4613	0 0 0 0 0	2019 1 INV P 2019 1 INV P	541.08 3,337.98 91.50 55.80 -654.66 -109.11	pcard pcard pcard	Parts Parts Parts Parts Parts Parts
				3,262.59	-	
001655 AUTOMOTIVE SUPPLY CO 001655 AUTOMOTIVE SUPPLY CO 001655 AUTOMOTIVE SUPPLY CO 001655 AUTOMOTIVE SUPPLY CO	4120 4121	0 0 0 0	2019 1 INV P 2019 1 INV P 2019 1 INV P 2019 1 INV P	63.45 29.98	pcard pcard pcard pcard	Parts Parts Parts Parts
			<del></del>	101.36	-	
			ACCOUNT TOTAL	9,042.99		
58072000 641700 001597 NOLTE'S TOWING 001597 NOLTE'S TOWING	3582 3583	0	Vehicle Repairs & Maint 2019 1 INV P 2019 1 INV P	190.87 177.53	pcard pcard	Bus 409 Bus 412
				368.40	<del>.</del>	
			ACCOUNT TOTAL	368.40		
58072000 641800 000561 GENFARE, DIVISION OF	3587 3588 3589 3590	0 0 0 0 0	Equip Repairs & Maint 2019 1 INV P	24.27 1,898.48 13,250.00 153.41 2,083.15 2,056.73	pcard pcard	GFI GENFARE GFI GENFARE GFI GENFARE GFI GENFARE GFI GENFARE FARE

City of Appleton INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/1 TO 2019/1 ACCOUNT/VENDOR DOCUMENT PO YEAR/PR TYP S CHECK RUN CHECK DESCRIPTION 000561 GENFARE, DIVISION OF 4662 0 2019 1 INV P 1,421.83 pcard Farebox Parts 20,887.87 000660 HYDROCLEAN EQUIPMENT 4648 0 2019 1 INV P 92.00 pcard Preventive maintena ACCOUNT TOTAL 20,979.87 58072000 642400 Software Support 0 001288 STAR TRAN SOFTWARE. 2019 1 INV P 1,000.00 011619 1047 2019 ACCOUNT TOTAL 1,000.00 58072000 643000 Health Services 001588 THEDACARE, INC. 4653 0 2019 1 INV P 91.79 pcard DOT Screens ACCOUNT TOTAL 91.79 58072000 645100 Laundry Services Ω 001396 UNIFIRST CORPORATION 4184 2019 1 INV P 125.15 pcard Uniforms & Laundry ACCOUNT TOTAL 125.15 ORG 58072000 TOTAL 36,483.20 VT 5307 Building Maintenance 58073000 58073000 640700 Solid Waste/Recycling Pickup 000023 ADVANCED DISPOSAL SO 4811 0 2019 1 INV P 199.00 pcard Trash disposal ACCOUNT TOTAL 199.00 58073000 645100 Laundry Services 2019 1 INV P 2019 1 INV P 000274 CINTAS CORPORATION 3591 0 97.72 pcard Mats 000274 CINTAS CORPORATION 3592 0 39.59 pcard Mats 2019 1 INV P 2019 1 INV P 000274 CINTAS CORPORATION 3593 97.72 pcard Mats 0 000274 CINTAS CORPORATION 3594 97.72 pcard Mats 332.75 ACCOUNT TOTAL 332.75 ORG 58073000 TOTAL 531.75 VT 5307 Operations 58074000 58074000 632101 Uniforms 001396 UNIFIRST CORPORATION 4184 2019 1 INV P Uniforms & Laundry 18.48 pcard ACCOUNT TOTAL 18.48 58074000 632200 Gas Purchases 2019 1 INV P 2019 1 INV P 001608 GARROW OIL CORPORATI 4332 11,524.74 012319 1156 fuel 001608 GARROW OIL CORPORATI 4713 190108 13,961.45 013019 1267 #2 Ultra Low Sulfur



YEAR/PERIOD: 2019/1 TO 20 ACCOUNT/VENDOR		PO	YEAR/PR T	ryp s		CHECK RUN CHECK	DESCRIPTION
					25,486.19		
			ACCOUNT TO	ΓAL	25,486.19		
		0	Lubricants 2019 1 1 2019 1 1	INV P INV P	3,127.00 1,920.05		Oil ATF
					5,047.05		
			ACCOUNT TO	ΓAL	5,047.05		
58074000 632800 001942 APPLETON SIGN COMPAN 001942 APPLETON SIGN COMPAN		0		INV P INV P	14,980.65 910.00	011619 011619	966 festival foods grap 966 oshkosh convention
					15,890.65		
			ACCOUNT TO	ΓAL	15,890.65		
001588 THEDACARE, INC. 001588 THEDACARE, INC.	4654 4655	0 0 0 0	2019 1 1		163.16	pcard	DOT Screens DOT Physical DOT Screen DOT Screen
					613.70		
			ACCOUNT TOTA	AL	613.70		
		OR	G 58074000 TO	ΓAL	47,056.07		
		====	=======================================	======		=========	
FUND 580 Vall	ey Transit	====	TOTAL:		227,812.50	==========	

<sup>\*\*</sup> END OF REPORT - Generated by Debra Ebben \*\*



#### STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROGRAM PROJECT

**Program Name: STP-URBAN** 

Population Group: OVER 200,000

Sub-program #: 206

Date: JANUARY 30, 2019

I.D.: 4984-02-00

Road Name: NON ROUTE, C APPLETON,

VALLEY TRANSIT

Limits: C APPLETON, ONE HEAVY DUTY BUS

County: OUTAGAMIE

Roadway Length: 0.0 MILES

Functional Classification: NON ROUTE

Project Sponsor: CITY OF APPLETON/VALLEY

**TRANSIT** 

The signatory, City of Appleton, Valley Transit, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

#### NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: There are 28 heavy duty buses in Valley Transit's fleet. The fleet average age is now over 13 years with many vehicles over 550,000 miles. The planned useful life of a bus is 12 years or 500,000 miles. Reliance on an older fleet is costly, reduces service reliability, reduces safety and diverts precious operating funds away from service and stable customer fares. Valley Transit have only been able to replace 3 of the 28 buses in the previous 5 years.

Proposed Improvement - Nature of work: Valley Transit seeks one heavy duty bus for fleet replacement.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None** 

The Municipality agrees to the following 2018-2022 Urbanized Area project funding conditions:

Project costs are funded with up to 60% federal/state/earmark funding up to a funding limit of \$300,225. The Municipality agrees to provide the remaining 40% and any funds in excess of the \$300,225 federal/state funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2022. In accordance with the State's sunset policy for STP-Urban projects, the subject 2018-2022 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2019, or by June 30, 2024. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$300,225 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

		SUMMARY OF COSTS						
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%			
ID 4984-02-00								
VALLEY TRANSIT BUS	\$500,000	\$300,225	60%*	\$199,775	40% + BAL			
Total Est. Cost Distribution	\$500,000	\$300,225	N/A	\$199,775	N/A			

This request is subject to the terms and conditions that follow (pages 3-7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.					
Signed for and in behalf of: City of Appleton/Valley Transit (please sign in blue ink.)					
Name	Title	Date			
Signed for and in behalf of the State:					
Name	Title	Date			

<sup>\*</sup> ID# 4984-02-00 federal funding is limited to \$300,225.

#### **GENERAL TERMS AND CONDITIONS:**

- 1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
- 2. Work prior to federal authorization is ineligible for federal funding.
- 3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

#### STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2018-2022 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
- g. Real estate for the improvement.
- h. New installations or alteration of street lighting and traffic signals or devices.
- i. Landscaping.
- j. Preliminary engineering and design.
- k. Management consultant and state review services.
- I. Other eligible items: Purchase one heavy duty bus.
- 5. The work will be administered by the State and may include items not eligible for federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

- 7. Work necessary to complete the 2018-2022 Urbanized Area STP-Urban improvement project to be <u>financed</u> entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
  - h. Other 100% Municipality funded items:
- 8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
- 9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
- 10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

- 11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat.51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
- 12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 13. In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2018-2022 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2019, or by June 30, 2024. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
- 14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
- 15. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates to State upon request.
  - f. Provide relocation orders and real estate plats to State upon request.
  - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
- 16. It is further agreed by the Municipality that:
  - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

#### **LEGAL RELATIONSHIPS:**

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

- 19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
- 20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
- 21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### PROJECT FUNDING CONDITIONS

- 22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.
  - In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.
- 24. The Municipality agrees to the following 2018-2022 Urbanized Area STP-Urban project funding conditions:
  - **a.** ID 4984-02-00: Purchase one heavy duty bus is funded with 60% federal/earmark funding, when the Municipality agrees to provide the remaining 40%.

[End of Document]



February 7, 2019

To: Fox Cities Transit Commission

From: Ron McDonald, General Manager

Subject: Award Recommendation for Paratransit Service Provider (ADA & Ancillary)

#### Background:

In addition to fixed-route bus service, Valley Transit also offers the following paratransit programs: Valley Transit II as required by the Americans with Disabilities Act (ADA); Senior Transportation Service; The Connector; and Outagamie County Human Services Transportation (OCHST). These services are all provided by contract and the current contractor is Running Inc. The current agreement expires on June 30, 2019.

In preparation for this procurement, Valley Transit staff began developing a request for proposal (RFP) to select a contractor to provide services starting July 1, 2019. Staff reviewed RFP documents used by other transit systems that recently purchased similar services. Staff considered lessons learned, competencies required by the next contractor and focused on areas of compliance with the ADA.

In addition to selecting a new provider, Valley Transit has also begun a process to replace its paratransit scheduling and dispatch software. The next paratransit service provider would need to understand the upcoming transition to a new software product and successfully use this product to ensure a more efficient and effective service. All of these factors were incorporated into the RFP document for consideration and review during the evaluation process.

The paratransit service RFP listed the contract length at three years commencing on July 1, 2019 with options to extend for two additional one-year periods.

The RFP document was sent directly to known paratransit vendors; posted on the State of Wisconsin's Vendornet system; and advertised online with the *Post-Crescent* and *Passenger Transport* (transit publication). Proposals were due on December 7, 2018.

Three proposals were received: Running Inc (Viroqua, WI); LIR Transportation LLC (Appleton, WI); and Ride Right LLC (St Louis, MO). All proposals were considered 'responsive' by meeting the mandatory requirements listed in the RFP.

#### **Analysis:**

An evaluation team was assembled to review the proposals. The team included Valley Transit staff and an Outagamie County human services rep. Each proposal was evaluated based on experience, professional competence, technical approach, capacity & price. The team discussed perceived benefits of all proposals based on the stated criteria and agreed that two of the three vendors (Running & Ride Right) were in a competitive range and able to move forward in the evaluation process. After considering the written proposals and pricing, the evaluation team unanimously concluded that Running Inc (Viroqua, WI) had proposed the best service for Valley Transit.

Running Inc was considered responsible based on previous contract performance and references. In summary, the evaluation committee agreed that Running Inc proposed adequate staffing to provide the service at all service hours required; a compliant maintenance program; a good understanding of customer service and safety; proper staff training; and sufficient vehicles (thirty-four total) to operate the service. Running's proposal included replacement of older vehicles in its fleet with twelve new vehicles (model year 2019). The evaluation committee also believed that Running Inc had the best understanding of Valley Transit's plans to implement a new dispatch and scheduling system.

Furthermore, Running Inc.'s proposal was considered the best value with the lowest cost proposed. Running Inc.'s cost proposal included no rate adjustments in contract years 2-5. See table below showing per ride rates in contract year-one.

	LIR		
Service	Transportation	Ride Right	Running
Valley Transit II	\$22.75	\$29.91	\$17.85
Senior Transportation Service	\$21.55	\$29.91	\$17.85
The Connector (ESA/ESH)	\$23.40/\$27.30	\$29.91	\$25.75
OCHST	\$21.55	\$29.91	\$17.00

#### Fiscal Impact:

Valley Transit 2019 operating budget includes \$2,678,609 for paratransit service. The proposed contract with Running Inc. is within the current paratransit budget.

Recommendation: Authorize Valley Transit to enter into a 3-year contract with two 1-year optional extensions with Running Inc. to provide paratransit services.

# ADDENDUM TO CONTRACT CITY OF APPLETON/VALLEY TRANSIT AND FOX VALLEY TECHNICAL COLLEGE

THIS ADDENDUM TO CONTRACT ("Addendum") shall serve as an understanding and agreement between the City of Appleton Valley Transit (hereinafter "Valley Transit"), with a mailing address 801 South Whitman Avenue, Appleton, WI 54914, and the Fox Valley Technical College (hereinafter "FVTC"), with a mailing address of 1825 North Bluemound Drive, Appleton, WI 54912, to extend the existing contract entered into by and between the parties on December 22, 2014 ("Contract"), and subsequent addendum(s) entered into by and between the parties for an additional year. Valley Transit and FVTC may be singularly referred to herein as a party or jointly as the parties.

**WITNESSETH**, that in exchange for the mutual consideration stated below, the parties agree as follows:

- 1. This shall memorialize an extension of the Contract for one calendar year beginning January 1, 2019, and ending December 31, 2019, allowable pursuant to Paragraph 20 of the Contract.
- 2. All other terms of the Contract shall remain in full force and effect for the duration of the extension term.
- 3. Revision or modification to this Addendum must be agreed to by the parties and signed by the authorized representative of each party.
- 4. This Addendum may be reopened if State and/or Federal funding regulations restrict the type of service that can be funded in any service component of the Valley Transit budget.

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

Dated this	day of	, 2019.
		(Signatures on Next Page)

#### **FOX VALLEY TECHNICAL COLLEGE**

Witness:	Ву:				
Print Name:	Print Name:				
	Title:				
Witness:	Ву:				
Print Name:	Printed Name:				
	Title:				
CITY OF APPLETO	N, VALLEY TRANSIT				
Witness:	Ву:				
Print Name:	Ronald McDonald, General Manager				
Witness:	Ву:				
Print Name:	Timothy M. Hanna, Mayor				
Witness:	Ву:				
Print Name:	Kami Lynch, City Clerk				
Provision has been made to pay the liability that will accrue under this contract.	Approved as to Form:				
Anthony D. Saucerman, Director of Finance	James P. Walsh, City Attorney				

J:\Attorney\WORD\FORMS\CONTRACT\2017 Contracts\Valley Transit - Fox Valley Technical College Second Addendum.docx

# CONTRACT BETWEEN CITY OF APPLETON / VALLEY TRANSIT AND FOX VALLEY TECHNICAL COLLEGE

This Agreement is by and between the City of Appleton/Valley Transit (hereinafter referred to as the "City") and the Fox Valley Technical College (hereinafter referred to as "FVTC").

The FVTC wishes to encourage the use of City bus service by FVTC students. In exchange for the mutual consideration stated below, the parties agree as follows:

- 1. During the term of this Agreement, the City agrees to honor the FVTC Identification Card as a bus pass to allow Program and Adult Basic Education students enrolled at FVTC to utilize the City bus services.
- 2. The FVTC agrees to establish appropriate procedures to assure that one and only one FVTC Identification Card is distributed to each student enrolled at FVTC. If validation becomes a management issue, the City and FVTC will mutually agree to an alternative to the FVTC Identification Card.
- 3. The FVTC Identification Card will be valid for transportation on all City bus routes when shown by the students, at no additional charge as provided in this contract.
- 4. This agreement applies strictly to Valley Transit's fixed route bus service. FVTC students meeting the ADA paratransit eligibility criteria will have comparable access to Valley Transit II. A fare that is double the rate of the approved regular bus cash fare will be charged to students using Valley Transit II. The Connector services and the other Valley Transit paratransit services are not part of this agreement.
- 5. The FVTC Identification Card is not transferable and not for resale and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued.
- 6. For City bus services provided for herein, in 2015, the FVTC shall pay to the City \$46,000 in January 2015 or in two payments, \$23,000 in January 2015 and \$23,000 in August, 2015. In subsequent years, the FVTC shall pay to the City \$2.50 per semester for each enrolled student residing within Valley Transit's service area which shall be calculated and invoiced as follows: FVTC will provide the City with enrollment numbers by January 31<sup>st</sup> of each service year and the City will invoice FVTC in February for that year's spring/summer semester; and, FVTC will provide the City with enrollment numbers by September 30<sup>th</sup> of each service year and the City will invoice FVTC in October for that year's fall/winter semester.

- 7. The City shall provide its established and regularly publicized bus service including one AM tripper to FVTC.
- 8. Additional bus service may be added if both the City and FVTC mutually agree based upon ridership need. The City shall invoice FVTC for additional service/routes at the prevailing tripper rate which will be shared with FVTC yearly in January.
- 9. The FVTC Identification Card shall be valid for transportation on all days during all scheduled hours on all Valley Transit buses.
- 10. The City will keep ridership records of FVTC Identification Card usage. The City will provide quarterly ridership reports to the FVTC. FVTC and the City will work cooperatively to obtain and share any other information deemed necessary by either or both parties.
- 11. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and FVTC shall not have, and shall not exercise any control over the City's operation.
- 12. Individual student privileges may be revoked due to violations of the Valley Transit Code of Conduct. Valley Transit will make FVTC aware of the issues before actually revoking the privilege.
- 13. It is understood that the administration, management, marketing and promotion of the bus service program are the mutual responsibility of the City and FVTC. The City will work with FVTC to develop a marketing plan and to market the bus service program.
- 14. The City shall defend and hold harmless FVTC and its agents, servants, and employees against all loss, damages, legal expenses and other expenses which FVTC may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property resulting from the negligent operation of city buses.
- 15. The City and the FVTC agree to cooperatively establish administrative policies and procedures that will effectively safeguard the interest of both parties.
- 16. The City shall not be in default of any provision of the Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of God, or for any other cause or caused beyond the control of the City.
- 17. Should the City or FVTC be unable to fulfill the requirements of this agreement because of expected lack of funds, then either the City or FVTC may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

- 18. FVTC or the City may cancel the contract for breach of any terms or condition of this contract or failure to perform as specified in this contract. FVTC or the City shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the contract may be cancelled by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.
- 19. All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.
- 20. The term of this Agreement at the amounts stated in Item 6 shall be for the 2015 calendar year from January 5 through December 31, 2015 with an option by mutual agreement of FVTC and the City to renew each of the subsequent four (4) years.
- 21. City warrants that it has the authority to enter into this Agreement and that any approval required of and by the City of Appleton have been obtained are valid for the full term of this Agreement.

The City of Appleton hereby duly executes the	Agreement the 22 day of December
2014.	
	1 / ///
	By: ////////////////////////////////////
	Timothy M. Hanna, Mayor
	By: Dawys collus
	Dawn A. Collins, City Clerk

y: <u>Nebouch! Netter</u> Deborah S. Wetter, General Manager Valley Transit

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

Anthony D. Saucerman Finance Director

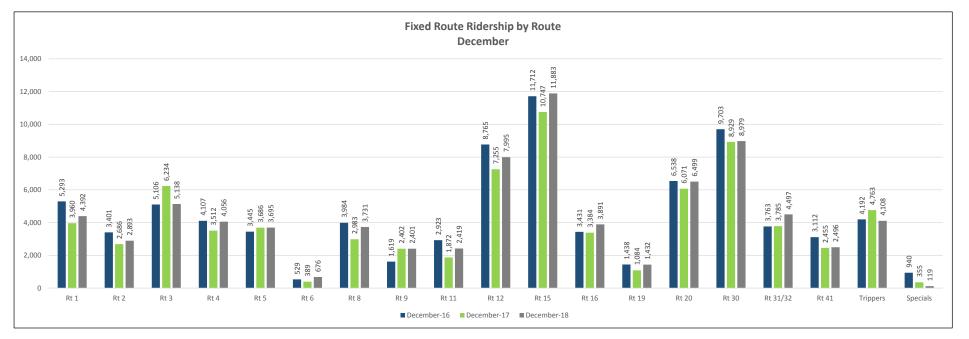
Linear D. Walsh City Attorney

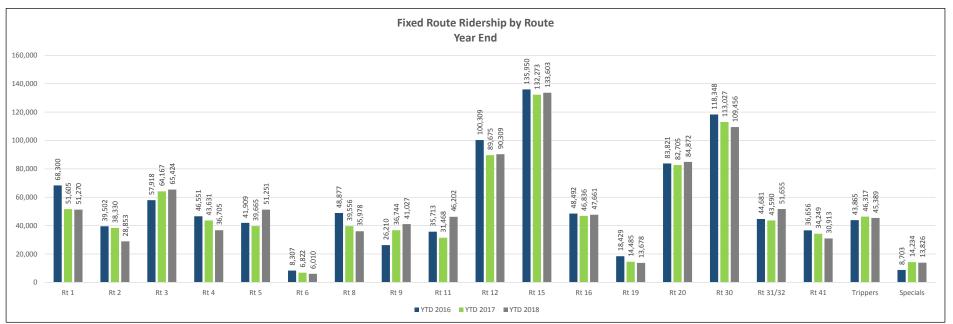
Approved as to form:

The Fox Valley Technical College (FVTC)  day of 1000 1, 2014.  Witness:	hereby duly executes this Agreement the  By:
Printed Name: Vicky Vantout	Dr. Susan A. May President, Fox Valley Technical College
Witness: Willy Manager 1	By: Ingense
Printed Name: Vicky Van How	Patti Jorgensen Vice President of Student and Community
-	Development, Fox Valley Technical Colleg

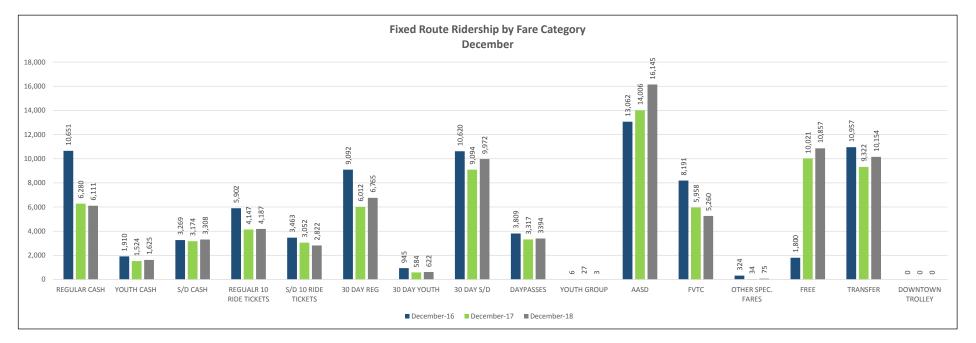
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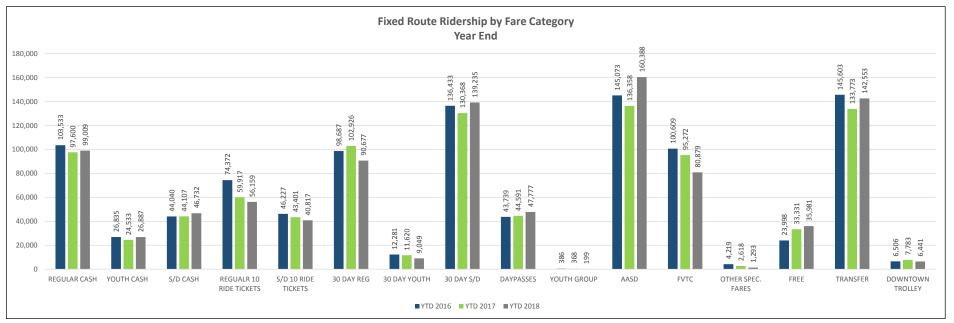




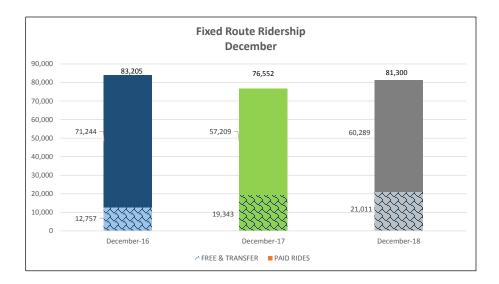


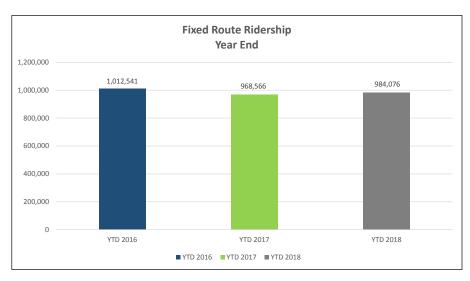


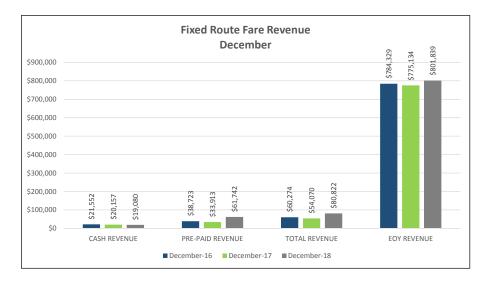


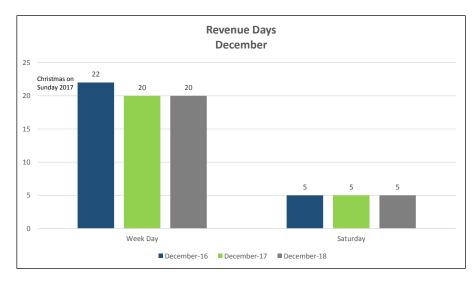




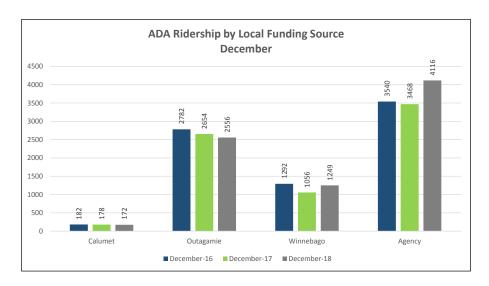


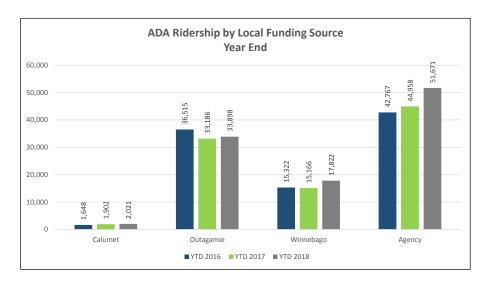


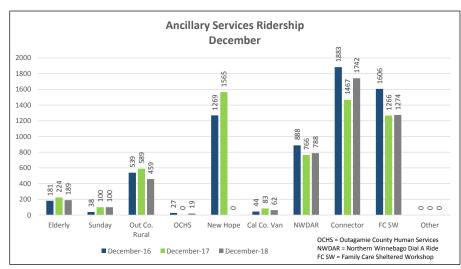


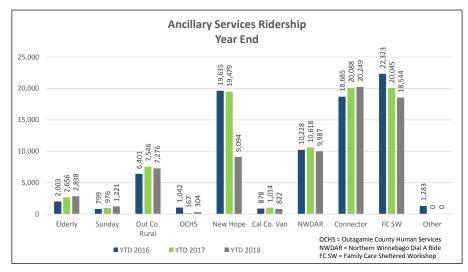




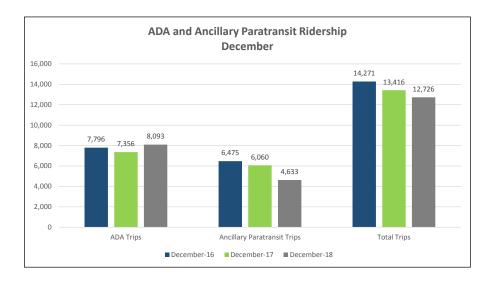


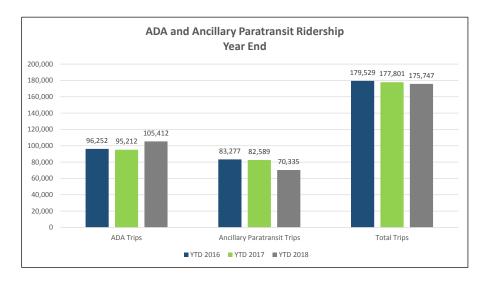


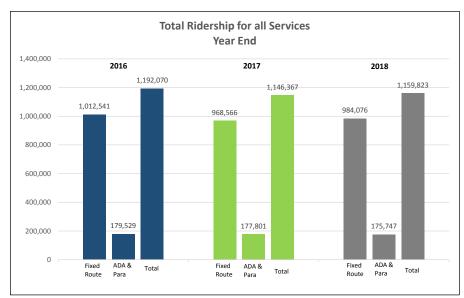






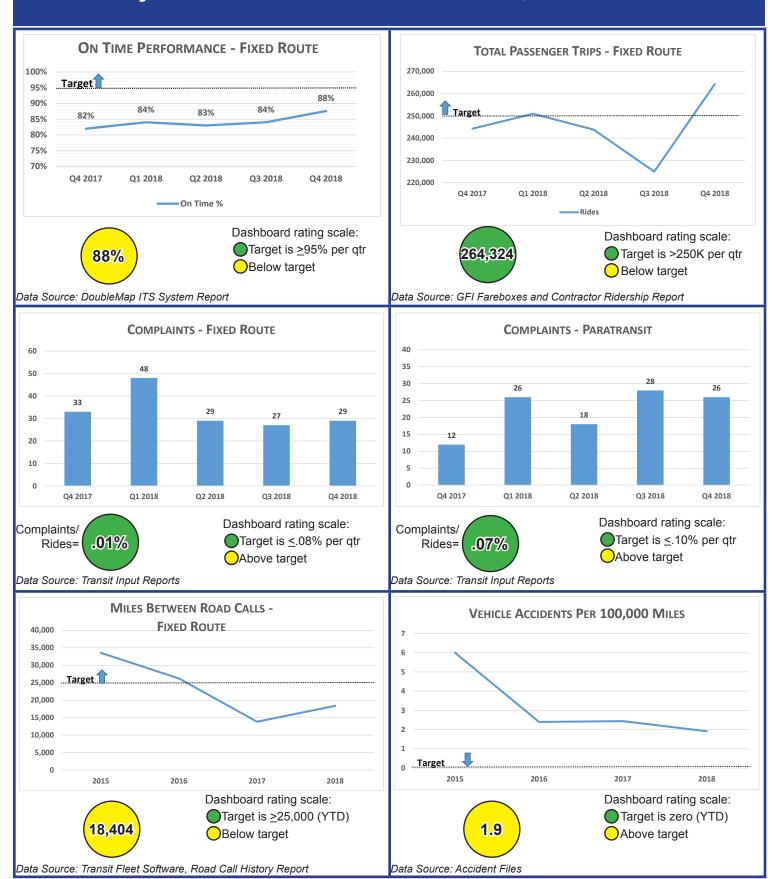






## **VALLEY TRANSIT**

## **Key Performance Indicators - 2018, 4th Quarter**



## **VALLEY TRANSIT**

### **Key Performance Indicators - Definitions**

#### On Time Performance

The line graph shows quarterly on-time performance of the fixed route bus system. A bus is considered 'on time' if it arrives at each designated time point between one minute early and up to five minutes late. Each route has multiple time points along the route which are distributed to make sure that buses arrive at stops generally within the scheduled time frame. On time performance is calculated by dividing the number of on time stops at time points by all stops at time points.

On time performance is important to our customers because they need to know that we will regularly pick them up and get them to their destination on time.

#### **Total Passenger Trips - Fixed Route**

This indicator shows the quarterly number of trips provided by Valley Transit bus routes. A trip is counted each time a passenger gets on a bus. The total number of trips and a comparison from year to year provides a measure of the mobility/access provided to customers over time. Valley Transit's target is to provide over 1 million rides per year based on current service levels.

#### **Complaints - Fixed Route & Paratransit**

These charts by service mode display the total number of complaints received each quarter. The performance measure evaluates complaints as a percentage of rides. This measure indicates the level of concern customers have with the system. All complaints are investigated and resolved to improve customer service.

Note: Two different rating factors are used to measure fixed route and paratransit complaints as a percentage of rides. The .10% target for paratransit complaints is based on a '1 complaint for every 1,000 rides' standard that is used by the State of Wisconsin for Medicaid transportation. This standard was adjusted for the fixed route target, since each trip via bus potentially includes transfers (1 complaint for every 1,250 rides).

#### Miles between Road Calls - Fixed Route

Miles between road calls is one indicator measuring the effectiveness of the preventative maintenance program. It tracks how often customers are inconvenienced by service disruptions due to vehicle break downs.

Note: A majority of the buses in Valley Transit's fleet has surpassed their useful life (12 years or 500,000 miles) and require replacement. As vehicles are replaced, this indicator will improve.

#### Vehicle Accidents per 100,000 miles

This is one common indicator used to measure the safety of fixed route bus operations. Accident data includes both preventable and non-preventable events because all accidents impact budget expenses, customer satisfaction, on time performance and use of staff time.

By reviewing every accident, we can learn how to operate buses more defensively, reduce risk, reduce costs associated with accidents and revise procedures or conditions to help with accident prevention.