



City of Appleton

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

Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, April 23, 2019

2:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[19-0567](#) Approval of minutes from previous meeting

Attachments: [MeetingMinutes March 26 2019.pdf](#)

4. **Public Hearings/Apearances**

[19-0568](#) Public Participation on Agenda Items

5. **Action Items**

[19-0569](#) Election of Chair and Vice-Chair, Meeting Date and Time, designate Ronald McDonald as the contact person for the Commission

[19-0570](#) Approval of Payments

Attachments: [2019 March Payments.pdf](#)

[19-0571](#) Authorization to award contract for Generator Project

Attachments: [2019 Valley Transit Generator.pdf](#)

[19-0572](#) Authorization to award contract to Lamers for Downtown Trolley service

Attachments: [FCTC Lamers contract memo.pdf](#)

[19-0575](#) Authorization to enter into contract with Star Protection & Patrol for security services

Attachments: [Star Protection and Patrol Contract - Final 04.15.2019.pdf](#)

[19-0577](#) Adopt 2019 updated Title VI Program

Attachments: [Valley Transit Title VI Program 2019 FINAL.pdf](#)

6. **Information Items**

[19-0578](#)

Financial Report

Attachments: [2019 FCTC March Income Statement.pdf](#)
[2019 FCTC March Income Statement PT.pdf](#)

[19-0579](#)

Ridership and Revenue

Attachments: [2019 March Ridership & Revenue.pdf](#)

[19-0580](#)

Key Performance Indicators

Attachments: [2019 Q1.pdf](#)

[19-0582](#)

Valley Transit policy for canceling services

[19-0583](#)

Update on Double Map App

[19-0584](#)

Request for Future Agenda Items

7. Next Meeting Date & Time**- May 14, 2019, 2:00 PM****- May 28, 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
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Meeting Minutes - Final Fox Cities Transit Commission

Tuesday, March 26, 2019

2:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 10 - Kasimor, Detienne, Nau, Dearborn, Wurdinger, Brown, Dexter, VandeHey, Lobner and Stephenson

Excused: 3 - Vice Chair Buckingham, Wilson and Martin

3. Approval of minutes from previous meeting

[19-0421](#)

Approval of minutes from previous meeting

Attachments: [MeetingMinutes 26-Feb-2019.pdf](#)

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

4. Public Hearings/Appearances

[19-0422](#)

Public Participation on Agenda Items

There was no public participation on the agenda items

5. Action Items

[19-0424](#)

Authorization to purchase Paratransit Scheduling & Dispatching Software

Attachments: [Memo Paratransit software.pdf](#)

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

6. Information Items

[19-0423](#)

Approval of Payments

Attachments: [February 2019 Payments.pdf](#)*This action item was moved to information items*

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

[19-0425](#)

Ridershp and Revenue

Attachments: [Ridership graphs for FCTC.pdf](#)

This Presentation was presented

[19-0426](#)

Financial Report

Attachments: [2019 FCTC Monthly Income Statement.pdf](#)
 [2019 FCTC Monthly Income Statement PT.pdf](#)

This Presentation was presented

[19-0427](#)

Request for Future Agenda Items

7. **Next Meeting Date & Time**
 - April 23, 2019, 2:00 PM

8. Adjournment

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

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City of Appleton
INVOICE LIST BY GL ACCOUNT



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YEAR/PERIOD: 2019/3 TO 2019/3											
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION			
58071000								VT 5307 Admin			
58071000 620100								Training/Conferences			
001596 OUTAGAMIE COUNTY	8549	0	2019	3	INV P	32.00	pcard	WIPTA Fly In			
999990 GRAND HYATT WASHINGT	8548	0	2019	3	INV P	775.29	pcard	WIPTA Fly In			
999990 LYFT *RIDE SAT 11P	8550	0	2019	3	INV P	17.43	pcard	WIPTA Fly In			
999990 DELTA AIR BAGGAGE	8551	0	2019	3	INV P	30.00	pcard	WIPTA Fly In			
999990 DELTA AIR BAGGAGE	8552	0	2019	3	INV P	30.00	pcard	WIPTA Fly In			
999990 SQ *TAXI	8553	0	2019	3	INV P	29.76	pcard	WIPTA Fly In			
999990 SQ *UVC	8554	0	2019	3	INV P	11.09	pcard	WIPTA Fly In			
999990 SQ *UVC	8555	0	2019	3	INV P	13.25	pcard	WIPTA Fly In			
						906.82					
						ACCOUNT TOTAL	938.82				
58071000 630100								Office Supplies			
999990 QUILL CORPORATION	8394	0	2019	3	INV P	30.68	pcard	Office Supplies			
999990 QUILL CORPORATION	8455	0	2019	3	INV P	61.30	pcard	Office Supplies			
999990 QUILL CORPORATION	8560	0	2019	3	INV P	97.73	pcard	Office supplies			
						189.71					
						ACCOUNT TOTAL	189.71				
58071000 630300								Memberships & Licenses			
001640 WISCONSIN EMERGENCY	8377	0	2019	3	INV P	6.13	pcard	Whopr fee			
001640 WISCONSIN EMERGENCY	8378	0	2019	3	INV P	245.00	pcard	Whopr fee			
						251.13					
						ACCOUNT TOTAL	251.13				
58071000 632001								City Copy Charges			
001164 RICOH USA, INC.	7771	0	2019	3	INV P	350.20	032019	1981 copier charges			
001164 RICOH USA, INC.	8058	0	2019	3	INV P	387.79	032719	2074			
						737.99					
						ACCOUNT TOTAL	737.99				
58071000 640800								Contractor Fees			
001771 RED SHOES PR, INC.	7282	190097	2019	3	INV P	988.75	032019	1980 Marketing Services			
001771 RED SHOES PR, INC.	7283	190097	2019	3	INV P	3,602.50	032019	1980 Marketing Services			
001771 RED SHOES PR, INC.	7284	190097	2019	3	INV P	3,971.70	032019	1980 Marketing Services			
						8,562.95					
						ACCOUNT TOTAL	8,562.95				
58071000 641100								Temporary Help			
000221 CADRE OF PREMIER STA	8457	0	2019	3	INV P	1,034.40	pcard	Com Tech Temp			

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/3 TO 2019/3				ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION
000221	CADRE OF PREMIER STA	8458				0	2019	3	INV P	1,034.40	pcard	Com Tech Temp
000221	CADRE OF PREMIER STA	8459				0	2019	3	INV P	420.23	pcard	Com Tech Temp
000221	CADRE OF PREMIER STA	8561				0	2019	3	INV P	808.13	pcard	Com Tech Temp
										3,297.16		
ACCOUNT TOTAL										3,297.16		
58071000	641301						Electric					
001575	WE ENERGIES	56				0	2019	3	INV P	5,014.62	032719	2093 ELEC 7216-827-232 T
ACCOUNT TOTAL										5,014.62		
58071000	641302						Gas					
001575	WE ENERGIES	56				0	2019	3	INV P	4,060.01	032719	2093 GAS 7216-827-232 Tr
ACCOUNT TOTAL										4,060.01		
58071000	641307						Telephone					
000132	AT&T	7668				0	2019	3	INV P	358.40	032019	1906 920-730-0780 935 6
ACCOUNT TOTAL										358.40		
58071000	641308						Cellular Phones					
000250	CELLCOM APPLETON PCS	8386				0	2019	3	INV P	204.30	pcard	Cel Phones
ACCOUNT TOTAL										204.30		
58071000	641800						Equip Repairs & Maint					
001689	FSC	8406				0	2019	3	INV P	198.71	pcard	Office machine repa
ACCOUNT TOTAL										198.71		
ORG 58071000 TOTAL										23,813.80		
VT 5307 Vehicle Maintenance												
58072000	620100						Training/Conferences					
999990	GRANDSTAY ST CLOUD	8360				0	2019	3	INV P	334.53	pcard	Bus build
ACCOUNT TOTAL										334.53		
58072000	630901						Shop Supplies					
000035	AIRGAS USA, LLC	8396				0	2019	3	INV P	44.71	pcard	Maintenance Supplie
000089	NEW FLYER OF AMERICA	8456				0	2019	3	INV P	161.60	pcard	Parts & Supplies -
001003	NORTHSIDE HARDWARE,	8379				0	2019	3	INV P	20.63	pcard	Shop supplies
001316	SUPERIOR CHEMICAL CO	8409				0	2019	3	INV P	330.18	pcard	Shop supplies
001333	TARTAN SUPPLY CO., I	6746				0	2019	3	INV P	648.35	pcard	Feb. custodial supp
001333	TARTAN SUPPLY CO., I	8547				0	2019	3	INV P	364.73	pcard	March custodial sup

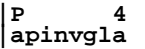
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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/3 TO 2019/3				ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
										1,013.08			
001655	AUTOMOTIVE	SUPPLY	CO	8350		0	2019	3	INV	P	87.32	pcard	Parts & supply
001655	AUTOMOTIVE	SUPPLY	CO	8351		0	2019	3	INV	P	48.79	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8352		0	2019	3	INV	P	14.48	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8353		0	2019	3	INV	P	15.78	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8354		0	2019	3	INV	P	-60.40	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8355		0	2019	3	INV	P	14.12	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8356		0	2019	3	INV	P	121.44	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8361		0	2019	3	INV	P	34.50	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8362		0	2019	3	INV	P	43.73	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8364		0	2019	3	INV	P	5.99	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8365		0	2019	3	INV	P	22.65	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8366		0	2019	3	INV	P	31.56	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8367		0	2019	3	INV	P	12.50	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8368		0	2019	3	INV	P	56.30	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8410		0	2019	3	INV	P	23.69	pcard	Supplies
001655	AUTOMOTIVE	SUPPLY	CO	8411		0	2019	3	INV	P	2.04	pcard	Supply - credit on
001655	AUTOMOTIVE	SUPPLY	CO	8413		0	2019	3	INV	P	-2.04	pcard	Supply credit from
001655	AUTOMOTIVE	SUPPLY	CO	8414		0	2019	3	INV	P	20.40	pcard	Supply
001655	AUTOMOTIVE	SUPPLY	CO	8415		0	2019	3	INV	P	56.86	pcard	Supply
001655	AUTOMOTIVE	SUPPLY	CO	8416		0	2019	3	INV	P	59.00	pcard	Supply
001655	AUTOMOTIVE	SUPPLY	CO	8417		0	2019	3	INV	P	54.00	pcard	Supply
001655	AUTOMOTIVE	SUPPLY	CO	8482		0	2019	3	INV	P	26.54	pcard	Supplies and parts
001655	AUTOMOTIVE	SUPPLY	CO	8483		0	2019	3	INV	P	3.51	pcard	Supply
001655	AUTOMOTIVE	SUPPLY	CO	8486		0	2019	3	INV	P	21.00	pcard	Supplies
										713.76			
001943	FELDMANN, INC.			8408		0	2019	3	INV	P	59.00	pcard	Supplies
001983	AMAZON			8371		0	2019	3	INV	P	13.98	pcard	Cable
002052	SPEEDY METALS, LLC			8582		0	2019	3	INV	P	33.08	pcard	SPEEDY METALS
ACCOUNT TOTAL										2,390.02			
58072000	630902					Tools & Instruments							
001655	AUTOMOTIVE	SUPPLY	CO	8485		0	2019	3	INV	P	95.18	pcard	Shop tools
ACCOUNT TOTAL										95.18			
58072000	632101					Uniforms							
000274	CINTAS CORPORATION			8403		0	2019	3	INV	P	709.95	pcard	Maintenance Jackets
ACCOUNT TOTAL										709.95			
58072000	632200					Gas Purchases							
000763	KWIK TRIP, INC			7677		0	2019	3	INV	P	218.45	032019	1949 FUEL
ACCOUNT TOTAL										218.45			

City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD:	2019/3	TO 2019/3	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION
58072000	632601					Repair Parts					
000089	NEW FLYER OF AMERICA	8456	0	2019	3	INV	P	8,927.82	pcard		Parts & Supplies -
001595	JX TRUCK CENTER	8357	0	2019	3	INV	P	29.98	pcard		Part - no invoice c
001595	JX TRUCK CENTER	8358	0	2019	3	INV	P	29.98	pcard		Parts
001595	JX TRUCK CENTER	8369	0	2019	3	INV	P	-29.98	pcard		Parts - credit for
001595	JX TRUCK CENTER	8418	0	2019	3	INV	P	35.97	pcard		Parts
001595	JX TRUCK CENTER	8419	0	2019	3	INV	P	3,457.20	pcard		Parts - credit at 1
001595	JX TRUCK CENTER	8420	0	2019	3	INV	P	159.96	pcard		Parts
001595	JX TRUCK CENTER	8421	0	2019	3	INV	P	339.98	pcard		Parts
001595	JX TRUCK CENTER	8489	0	2019	3	INV	P	1,275.96	pcard		Parts
001595	JX TRUCK CENTER	8490	0	2019	3	INV	P	-3,457.20	pcard		Parts - credit for
001595	JX TRUCK CENTER	8491	0	2019	3	INV	P	525.56	pcard		Parts - Invoice 242
								2,367.41			
001655	AUTOMOTIVE SUPPLY CO	8350	0	2019	3	INV	P	39.00	pcard		Parts & supply
001655	AUTOMOTIVE SUPPLY CO	8363	0	2019	3	INV	P	698.40	pcard		Parts
001655	AUTOMOTIVE SUPPLY CO	8412	0	2019	3	INV	P	37.60	pcard		Parts
001655	AUTOMOTIVE SUPPLY CO	8481	0	2019	3	INV	P	62.89	pcard		Parts
001655	AUTOMOTIVE SUPPLY CO	8482	0	2019	3	INV	P	150.90	pcard		Supplies and parts
001655	AUTOMOTIVE SUPPLY CO	8484	0	2019	3	INV	P	63.56	pcard		Parts
001655	AUTOMOTIVE SUPPLY CO	8487	0	2019	3	INV	P	427.55	pcard		Parts
001655	AUTOMOTIVE SUPPLY CO	8488	0	2019	3	INV	P	546.00	pcard		Parts
								2,025.90			
001791	RADIO ENGINEERING IN	8372	0	2019	3	INV	P	3,268.34	pcard		Maintenance Parts
999990	FULL COMPASS SYS VT	8445	0	2019	3	INV	P	70.26	pcard		Maintenance Parts f
						ACCOUNT TOTAL		16,659.73			
58072000	641700					Vehicle Repairs & Maint					
001597	NOLTE'S TOWING	8393	0	2019	3	INV	P	181.28	pcard		Bus #409
						ACCOUNT TOTAL		181.28			
58072000	641800					Equip Repairs & Maint					
000561	GENFARE, DIVISION OF	8263	190208	2019	3	INV	P	14.47	040319		2131 TVM Bill mechanism
001901	DOUBLEMAP, INC.	8267	190278	2019	3	INV	P	2,630.55	040319		2122 White Label App Sub
						ACCOUNT TOTAL		2,645.02			
58072000	643000					Health Services					
001588	THEDACARE, INC.	8387	0	2019	3	INV	P	77.87	pcard		DOT physical
001588	THEDACARE, INC.	8390	0	2019	3	INV	P	193.76	pcard		DOT Physical
								271.63			

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/3		TO 2019/3									
ACCOUNT/VENDOR		DOCUMENT		PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
				ACCOUNT TOTAL				271.63			
58072000	645100					Laundry Services					
001396	UNIFIRST CORPORATION	8397	0	2019	3	INV	P	161.11	pcard	Laundry services -	
				ACCOUNT TOTAL				161.11			
58072000	680401	1800					Machinery & Equipment				
001901	DOUBLEMAP, INC.	7260	180032	2019	3	INV	P	730.56	032019	1926 Realtime Passenger	
				ACCOUNT TOTAL				730.56			
58072000	680403	1800					Vehicles				
000089	NEW FLYER OF AMERICA	7782	180064	2019	3	INV	P	450,350.23	032719	2060 New Flyer 35 Diesel	
000089	NEW FLYER OF AMERICA	7783	180064	2019	3	INV	P	450,350.23	032719	2060 New Flyer 35 Diesel	
								900,700.46			
001901	DOUBLEMAP, INC.	8266	180138	2019	3	INV	P	4,397.44	040319	2122 Hardware & Software	
				ACCOUNT TOTAL				905,097.90			
				ORG 58072000 TOTAL				929,495.36			
58073000					VT 5307 Building Maintenance						
58073000	640700					Solid Waste/Recycling Pickup					
000023	ADVANCED DISPOSAL SO	9045	0	2019	3	INV	P	159.00	pcard	Trash disposal	
000023	ADVANCED DISPOSAL SO	9046	0	2019	3	INV	P	179.00	pcard	Trash disposal	
								338.00			
				ACCOUNT TOTAL				338.00			
58073000	644000					Snow Removal Services					
000773	LAKE SHORE CLEANERS,	6838	0	2019	3	INV	P	1,260.00	031319	1843 snow removal	
000773	LAKE SHORE CLEANERS,	6839	0	2019	3	INV	P	614.13	031319	1843 snow removal	
000773	LAKE SHORE CLEANERS,	6840	0	2019	3	INV	P	630.00	031319	1843 snow removal	
000773	LAKE SHORE CLEANERS,	6841	0	2019	3	INV	P	11,704.14	031319	1843 snow removal	
000773	LAKE SHORE CLEANERS,	6842	0	2019	3	INV	P	793.99	031319	1843 snow removal	
								15,002.26			
				ACCOUNT TOTAL				15,002.26			
58073000	645100					Laundry Services					
000274	CINTAS CORPORATION	8398	0	2019	3	INV	P	97.72	pcard	Mats	
000274	CINTAS CORPORATION	8399	0	2019	3	INV	P	39.59	pcard	Mats	
000274	CINTAS CORPORATION	8400	0	2019	3	INV	P	97.72	pcard	Mats	
000274	CINTAS CORPORATION	8401	0	2019	3	INV	P	39.59	pcard	Mats	
000274	CINTAS CORPORATION	8402	0	2019	3	INV	P	97.72	pcard	Mats	
000274	CINTAS CORPORATION	8404	0	2019	3	INV	P	97.72	pcard	Mats	
000274	CINTAS CORPORATION	8405	0	2019	3	INV	P	39.59	pcard	Mats	

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INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/3 TO 2019/3	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
						509.65	
				ACCOUNT TOTAL		509.65	
58073000 659900				Other Contracts/Obligation			
001394 ULTIMATE CLEANING, L 6833			0	2019 3 INV P		128.88 031319	1874 future neenah clean
001394 ULTIMATE CLEANING, L 6834			0	2019 3 INV P		474.60 031319	1874 transit center mid
						603.48	
				ACCOUNT TOTAL		603.48	
				ORG 58073000 TOTAL		16,453.39	
58074000				VT 5307 Operations			
58074000 611400				Sick Pay			
000952 NATIONWIDE RETIREMEN 7661			0	2019 3 INV P		961.43 032019	1967 pehp contributions
				ACCOUNT TOTAL		961.43	
58074000 611500				Vacation Pay			
000952 NATIONWIDE RETIREMEN 7661			0	2019 3 INV P		1,667.29 032019	1967 pehp contributions
				ACCOUNT TOTAL		1,667.29	
58074000 615500				Unemployment Compensation			
001643 WISCONSIN DEPARTMENT 7654			0	2019 3 INV P		45.90 032019	2017 reimb unemployment
				ACCOUNT TOTAL		45.90	
58074000 630300				Memberships & Licenses			
001649 WISCONSIN DEPARTMENT 8048			0	2019 3 INV P		74.50 032719	2097 title & license 190
001649 WISCONSIN DEPARTMENT 8049			0	2019 3 INV P		74.50 032719	2098 title & license 190
						149.00	
				ACCOUNT TOTAL		149.00	
58074000 632200				Gas Purchases			
000763 KWIK TRIP, INC 7677			0	2019 3 INV P		1,491.24 032019	1949 FUEL
000796 LEVENHAGEN OIL CORPO 7275			190185	2019 3 INV P		18,602.77 032019	1951 #1 Ultra Low Sulfur
000796 LEVENHAGEN OIL CORPO 8283			190260	2019 3 INV P		15,845.17 040319	2147 #2 Ultra Low Sulfur
						34,447.94	
001608 GARROW OIL CORPORATI 8264			190219	2019 3 INV P		16,536.36 040319	2130 0 20 Blend Ultra Lo
				ACCOUNT TOTAL		52,475.54	
58074000 632602				Tires			

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YEAR/PERIOD: 2019/3 TO 2019/3				ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION
001926	GOODYEAR TIRE AND RU	8262				190149	2019	3	INV P	1,237.66	040319	2133 Bus tire lease
001996	MATTHEWS TIRE, INC.	8395				0	2019	3	INV P	124.25	pcard	Tires
						ACCOUNT TOTAL				1,361.91		
58074000	632800					Signs						
001942	APPLETON SIGN COMPAN	6769				0	2019	3	INV P	174.80	030619	1736 graphics removal
001942	APPLETON SIGN COMPAN	6770				0	2019	3	INV P	76.99	030619	1736 graphics removal
001942	APPLETON SIGN COMPAN	6836				0	2019	3	INV P	1,080.00	031319	1823 fvtc production and
001942	APPLETON SIGN COMPAN	6837				0	2019	3	INV P	287.70	031319	1823 vt graphics removal
										1,619.49		
						ACCOUNT TOTAL				1,619.49		
58074000	640800					Contractor Fees						
000084	APPLETON DOWNTOWN, I	6832				0	2019	3	INV P	14,000.00	031319	1822 security guard prog
						ACCOUNT TOTAL				14,000.00		
58074000	641800					Equip Repairs & Maint						
000561	GENFARE, DIVISION OF	8263				190208	2019	3	INV P	807.48	040319	2131 TVM Bill mechanism
						ACCOUNT TOTAL				807.48		
58074000	643000					Health Services						
001588	THEDACARE, INC.	8387				0	2019	3	INV P	139.06	pcard	DOT physical
001588	THEDACARE, INC.	8388				0	2019	3	INV P	261.93	pcard	DOT Physical
001588	THEDACARE, INC.	8389				0	2019	3	INV P	155.74	pcard	DOT Physical
001588	THEDACARE, INC.	8390				0	2019	3	INV P	155.74	pcard	DOT Physical
001588	THEDACARE, INC.	8391				0	2019	3	INV P	77.87	pcard	DOT Physical
001588	THEDACARE, INC.	8392				0	2019	3	INV P	417.18	pcard	DOT Physical
										1,207.52		
						ACCOUNT TOTAL				1,207.52		
						ORG 58074000 TOTAL				74,295.56		
58075000						VT 5307 ADA Paratransit						
58075000	640800					Contractor Fees						
001186	RUNNING, INC.	8022				0	2019	3	INV P	133,073.26	032719	2075 feb vtII elderly an
						ACCOUNT TOTAL				133,073.26		
						ORG 58075000 TOTAL				133,073.26		
58076000						VT 5307 Ancillary Paratransit						
58076000	640800 1806					Contractor Fees						
001186	RUNNING, INC.	8022				0	2019	3	INV P	2,636.55	032719	2075 feb vtII elderly an

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/3 TO 2019/3		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
ACCOUNT TOTAL							2,636.55		
58076000	640800 1807	001186	RUNNING, INC.	8022	0	Contractor Fees 2019 3 INV P	386.25	032719	2075 feb vtII elderly an
ACCOUNT TOTAL							386.25		
58076000	640800 1808	000750	KOBUSSEN BUSES, LTD	8026	0	Contractor Fees 2019 3 INV P	37,962.01	032719	2050 feb specialized tra
ACCOUNT TOTAL							37,962.01		
58076000	640800 1809	000750	KOBUSSEN BUSES, LTD	8025	0	Contractor Fees OC Demand Resp 2019 3 INV P	13,553.42	032719	2050 feb rural service
ACCOUNT TOTAL							13,553.42		
58076000	640800 1810	001186	RUNNING, INC.	8023	0	Contractor Fees - OC TANF 2019 3 INV P	145.35	032719	2075 ochst feb services
ACCOUNT TOTAL							145.35		
58076000	640800 1813	000528	FOX VALLEY CAB	8027	0	Contractor Fees-Neenah DAR 2019 3 INV P	1,543.50	032719	2041 nwdar feb services
	000528	FOX VALLEY CAB	8028	0		2019 3 INV P	325.50	032719	2041 nwdar february serv
	000528	FOX VALLEY CAB	8029	0		2019 3 INV P	6,331.50	032719	2041 nwdar february serv
							8,200.50		
ACCOUNT TOTAL							8,200.50		
58076000	640800 1818	001621	CALUMET COUNTY	8030	0	Contractor Fees-CC Rural 2019 3 INV P	1,758.67	032719	2030 van service
ACCOUNT TOTAL							1,758.67		
58076000	640800 1819	001186	RUNNING, INC.	8024	0	Contractor Fees-Connectr Hours 2019 3 INV P	30,032.00	032719	2075 connector feb servi
ACCOUNT TOTAL							30,032.00		
58076000	640800 1820	001186	RUNNING, INC.	8024	0	Contractor Fees-Connector Area 2019 3 INV P	8,404.27	032719	2075 connector feb servi
ACCOUNT TOTAL							8,404.27		
ORG 58076000 TOTAL							103,079.02		
58393000	VT 5339 Building Maintenance								
58393000	680300	Buildings							
	000381	DONOHUE AND ASSOCIAT	6835	0		2019 3 INV P	4,252.50	031319	1835 generator project

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2019/3 TO 2019/3							
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
ACCOUNT TOTAL					4,252.50		
ORG 58393000 TOTAL					4,252.50		
=====							
FUND 580 Valley Transit		TOTAL:			1,284,462.89		
=====							

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



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Steven Schrage, Project Manager

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5972 FAX (920) 993-3103
Email – steven.schrage@appleton.org

TO: Fox Cities Transit Commission

FROM: Steven J. Schrage, Project Manager, Parks Recreation and Facilities Management

DATE: 4/23/2019

RE: Action: Award the Valley Transit "2019 Generator Replacement Project" contract to Northern Electric, Inc. in the amount of \$149,455 with a contingency of 10% for a project total not to exceed \$164,400.

The 2019 Valley Transit budget has included monies for a generator replacement project at the Valley Transit Bus Garage. The existing generator is original to the building construction in 1981 and is in need of replacement, in addition to being at the end of its useful life, it is not meeting the current needs of the facility. The current generator only supplies a few items during a power outage. The proposed replacement generator will power the entire building during a power outage event. This is needed because during an emergency event it is critical to keep the buses operating.

The bids were received as follows:

Northern Electric, Inc. (low bid)	\$149,455
Elmstar Electric, Inc.	\$179,995
VOE Power and Systems, LLC.	\$189,000

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Northern Electric, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to Northern Electric, Inc in the amount of \$149,455 plus a contingency of 10% only to be utilized as needed.

If you have any questions regarding this project please contact Steven Schrage at 920-832-5972 or steven.schrage@appleton.org



April 11, 2019

To: Fox Cities Transit Commission

From: Ron McDonald, General Manager

Subject: Award Recommendation for Downtown Appleton Trolley Service

Background:

Since 2007, Valley Transit has partnered with Appleton Downtown, Inc. (ADI) to provide contracted trolley service in downtown Appleton. The service is free for the public to ride and is designed to service events, points of interest and businesses between downtown Appleton and the riverfront. A rubber-tired trolley type vehicle is used to provide the service to replicate the early 1900's streetcar service that once served downtown Appleton. The service is provided on a loop route that follows the same path as Route 9 – The Link. The trolley service operates on Thursdays and Fridays from 5:00 PM to 11:00 PM and Saturdays from 8:00 AM to 11:00 PM during the summer operating period, which is generally June - September. During the trolley's operating hours, Route 9 service is suspended to avoid redundancy.

Support for the service is a partnership between Valley Transit and ADI, who provides the local share. Valley Transit's contract to provide Downtown Appleton Trolley service expired after the 2018 summer trolley season. The previous contractor was Lamers Bus Lines, Inc.

In preparation for this procurement, Valley Transit staff developed a request for proposal (RFP) to solicit contractors to the service. The RFP document was sent directly to vendors who were known bus transportation providers; posted on the State of Wisconsin's VendorNet system; and advertised online with the *Post-Crescent*. Proposals were due on April 10, 2019. Only one proposal was received: Lamers Bus Lines, Inc. (Green Bay, WI). This proposal did meet the mandatory requirements in response to the RFP. As per federal procurement protocol, a SAM (System for Award Management) records search was completed and resulted in no active federal exclusions for this vendor.

Analysis:

An evaluation team has reviewed the proposal received. The team included one member from ADI. The evaluation was based on the criteria cited in the RFP: proposed solution; experience/qualifications; technical support; training; and price. The evaluation team agreed that Lamers was a responsive and responsible vendor based on their proposal responses and their satisfactory performance under the previous contracts for this service.

Since only one proposal was received, a required single bid analysis was completed to ensure the procurement was fair/adequate and documented reason(s) for lack of competition.

After considering all factors, the evaluation team concluded that Lamers Bus Lines, Inc. had proposed an adequate service at a reasonable cost for Valley Transit.

Fiscal Impact:

Lamers Bus Lines, Inc. proposed a per hour rate of \$74.09 to provide the trolley service. Valley Transit's 2019 operating budget includes \$1,781,599 for ancillary paratransit services. The proposed contract with Lamers Bus Lines, Inc. is within the current ancillary paratransit budget. The vendor's cost proposal included a 2.5% annual increase to the per hour rate after contract year-one.

Recommendation: Authorize Valley Transit to enter into a 3-year contract with two 1-year optional extensions with Lamers Bus Lines, Inc. to provide the Downtown Appleton Trolley Service.



STAR PROTECTION & PATROL

GUARD - DETECT - SECURE

1222 W South Park Ave
Oshkosh, WI 54902
Phone: 920-527-0510
Email: info@starprotectionandpatrol.com
www.starprotectionandpatrol.com

Agreement for Security Services

4/2/2019



Agreement for Security Services

This Agreement for Professional Security Services (the "Agreement"), effective April 2nd, 2019, is by and between STAR PROTECTION AND PATROL LLC, a domestic business corporation licensed by the Wisconsin State Department of Safety and Professional Services, Division of Licensing Services, as Private Security Agency, with its principal office at 1222 W South park Ave Oshkosh, WI 54902 (hereinafter "STAR PROTECTION AND PATROL LLC"), and **City of Appleton- Valley Transit 100 N Appleton St Appleton, WI 54911** ("hereinafter Client").

WHEREAS, Client finds that STAR PROTECTION AND PATROL LLC is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that STAR PROTECTION AND PATROL LLC is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1 SERVICES.

1.a Services to Client: STAR PROTECTION AND PATROL LLC shall provide the following ("Services") to Client only: The protection of property of the client within the established area(s) of **Exhibit A including Yellow Ramp, Transit Center and Exterior of Library Parking lot** not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached "Exhibit A". The terms "protection of property", shall in no way be construed to suggest that STAR PROTECTION AND PATROL LLC is responsible for incidents that occur, which upon acting in good faith, the STAR PROTECTION AND PATROL LLC security guard performs his or her duties as outlined in this contract and according to STAR PROTECTION AND PATROL LLC General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that STAR PROTECTION AND PATROL LLC is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. STAR PROTECTION AND PATROL LLC employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

Nothing shall be construed to suggest that STAR PROTECTION AND PATROL LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

1.b The terms "protection of property" shall include the listed property in "Exhibit A". The duties of the STAR PROTECTION AND PATROL LLC security guard regarding the protection of property include and are limited to:

- 1- Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client or other properties as properly notified by client,
- 2- Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that STAR PROTECTION AND PATROL LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

STAR PROTECTION AND PATROL LLC will provide security guards with the qualifications described in section 4 of this agreement.

2 PAYMENT AND INVOICING TERMS.

2.1 Payment for Services: STAR PROTECTION AND PATROL LLC will be paid as follows:

The client shall, upon receiving an invoice from STAR PROTECTION AND PATROL LLC, pursuant to section 2.3, make payments in the agreed manner by ach, company check or credit card (Visa, MasterCard, American Express or Discover) payable to STAR PROTECTION AND PATROL LLC.

2.2 STAR PROTECTION AND PATROL LLC will bill the client at a rate of \$19.00 /per hour/per officer for on-site security officers as agreed by the client and STAR PROTECTION AND PATROL LLC.

2.3 INVOICING & LATE PAYMENT POLICY:

(a) Invoices will be submitted weekly by STAR PROTECTION AND PATROL LLC for payment by Client. Payment is due net thirty (30) days from the date of invoice. The client shall be liable for late payments charges for payments received more than 5 days from due date. Said charge is \$35. If your account has any unpaid invoices overdue by more than 10 days you will be notified and STAR PROTECTION AND PATROL LLC may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

3 CHANGES.

Client may, with the approval of STAR PROTECTION AND PATROL LLC, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or STAR PROTECTION AND PATROL LLC may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by STAR PROTECTION AND PATROL LLC in writing.

4 STANDARD OF CARE.

STAR PROTECTION AND PATROL LLC warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the Department of State, have prior to appointment for employment at STAR PROTECTION AND PATROL LLC, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY STAR PROTECTION AND PATROL LLC CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5 LIMITATION OF LIABILITY FOR LOSS.

5.1 The parties acknowledge that STAR PROTECTION AND PATROL LLC has been retained to provide services to Client as a deterrent against loss and/or damage from criminal and/or other prohibited acts on or about the Protected Premises, and not as an insurer against all or any such loss or damage.

5.2 It is further acknowledged by the parties that the amounts payable to STAR PROTECTION AND PATROL LLC under this Agreement are based upon the value of the services rendered and are unrelated to the value of Client's property, both real and personal, or the property of third parties located in or about the Protected Premises. Client therefore acknowledges and agrees that STAR PROTECTION AND PATROL LLC is making no guarantee or warranty – either express or implied – that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises.

5.4 Star Protection and Patrol LLC 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 fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of Star Protection and Patrol LLC, anyone directly employed by them whose acts may be liable, except where caused by the sole negligence or willful misconduct of the City of Appleton.

6.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, STAR PROTECTION AND PATROL LLC may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to STAR PROTECTION AND PATROL LLC, in addition to any other rights and remedies available, STAR PROTECTION AND PATROL LLC may partially or totally suspend its performance while awaiting assurances, without any liability.

6.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor: STAR PROTECTION AND PATROL LLC is an independent contractor of Client.

6.5 Notices: Client shall give STAR PROTECTION AND PATROL LLC written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against STAR PROTECTION AND PATROL LLC, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by STAR PROTECTION AND PATROL LLC with respect hereto. If Client fails to give such notice to STAR PROTECTION AND PATROL LLC with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to STAR PROTECTION AND PATROL LLC:

1222 W South Park Ave Oshkosh, WI 54902

If to Client:

City of Appleton Valley Transit 100 N. Appleton St Appleton, WI 54911

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment: The Agreement is not assignable or transferable by Client,

except as agreed by both parties in writing. This Agreement is not assignable or transferable by STAR PROTECTION AND PATROL LLC without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes: STAR PROTECTION AND PATROL LLC and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, STAR PROTECTION AND PATROL LLC and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless STAR PROTECTION AND PATROL LLC and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Non-solicitation of Employees: During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ STAR PROTECTION AND PATROL LLC's personnel, without the STAR PROTECTION AND PATROL LLC's prior written consent.

6.11 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

6.12 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and STAR PROTECTION AND PATROL LLC respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time by request of the client and agreement by STAR PROTECTION AND PATROL LLC. Such service or services shall be deemed to be consistent with the warranties established herein.

6.13 Force Majeure: STAR PROTECTION AND PATROL LLC shall not be

responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.14 Term & Termination: This agreement shall remain in full force and effect until 30 day written notice is given by either party

6.15 Confidentiality: Each party shall retain as confidential all information and data delivered to it by the other party, which are designated in writing as confidential at the time of delivery (collectively the "Confidential Information"). Confidential Information shall not be disclosed to any third party, unless required by law or regulation. Both parties shall immediately notify the other party prior to the disclosure of Confidential Information by law or regulation, and each party retains the right to object to and deny any disclosure. In addition, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when Confidential Information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

6.16 Insurance: It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance (as listed in **Exhibit B**) shall be in full force prior to commencing work (with the exception of the umbrella liability insurance coverage which Star Protection and Patrol LLC will purchase effective June 14, 2019), remain in force during the entire length of this contract and the length of time that is specified, if any, in the contract or listed the City's insurance requirements whichever is longer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of seven pages and exhibit A & B and having initialed at the bottom of each page, as of the day and year first above written.

Date: _____

Date: 4-12-19

[CLIENT]

[STAR PROTECTION AND PATROL LLC]

Name: _____

Name: Zachary Partridge

Signature: _____

Signature: [Signature]

Title: _____

Title: President

EXHIBIT A

Security Perimeter



Exhibit B

CITY OF APPLETON INSURANCE REQUIREMENTS

IV. PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

The provider(s) of professional services shall not commence work until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. PROFESSIONAL LIABILITY

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must continue coverage for 2 years after final acceptance of service/job/work

2. COMMERCIAL GENERAL LIABILITY COVERAGE

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

1.	Each Occurrence limit	\$1,000,000
2.	Personal and Advertising Injury limit	\$1,000,000
3.	General aggregate limit (other than Products-Completed Operations) per project	\$2,000,000
4.	Products-Completed Operations aggregate	\$2,000,000
5.	Fire Damage limit — any one fire	\$50,000
6.	Medical Expense limit — any one person	\$5,000

3. AUTOMOBILE LIABILITY COVERAGE

- A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1— "Any Auto" basis.

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY — "If" required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease — Each Employee
- B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements

5. **UMBRELLA LIABILITY** – provide coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The Umbrella liability must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **INSURANCE REQUIREMENTS FOR ALL SUB-PROFESSIONALS** – All sub-professionals shall be required to obtain Professional Liability, Commercial General Liability, Automobile Liability, Workers' Compensation and Employers Liability, Umbrella Liability, (if applicable Aircraft liability or unmanned Aircraft liability) insurance. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Professional Services provider requirements.
8. **ADDITIONAL PROVISIONS**
 - A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.
 - B. Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
 - C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability policies arising out of project work - **City of Appleton, and its officers, council members, agents, employees and authorized volunteers.** On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04. This does not apply to Workers Compensation Policies or Professional Liability policy.
 - D. Evidences of Insurance - Prior to execution of the agreement, the Professional Services Provider shall file with the City of Appleton a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure must also be provided or its equivalent on the Commercial General Liability coverage.

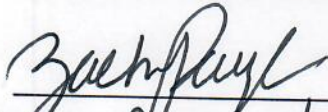
Debarment and Suspension Certification

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

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

By signing and submitting the contract, the Contractor certifies as follows:

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



Signature of Contractor's Authorized Official

Zachary Partridge / President

Name and Title of Contractor's Authorized Official


4-12-19

Date

Compliance with Overall Federal Regulations Certification

49 CFR Part 18

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


Zachary Partridge / President
4/12/19

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX 1 – FEDERAL CONTRACT CLAUSES

The following clauses will be attached to the awarded proposer's contract.

No Obligation by the Federal Government

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

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

Program fraud and false or fraudulent statements and related acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

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

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

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

Access to Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

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

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA

Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

Federal Changes

49 CFR Part 18

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

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

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

The following requirements apply to the underlying contract:

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

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present

and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

Disadvantaged Business Enterprises

49 CFR Part 26

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

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

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

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

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

Incorporation of FTA Terms

FTA Circular 4220.1F

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

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

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

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

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

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

Suspension and Debarment

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

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

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

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

Energy Conservation

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2019

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).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com	
INSURED Star Protection and Patrol, LLC 1222 W. South Park Ave. Oshkosh WI 54902		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co. NAIC # 44520 INSURER B: Artisan and Truckers Casualty Co. INSURER C: Middlesex Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: BLANKET AI (04/19)

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GLO-551030	06/14/2018	06/14/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input checked="" type="checkbox"/> Professional Liability		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 OTHER:		PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000				
B	AUTOMOBILE LIABILITY			07501077-1	04/10/2019	04/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A0121216001	12/28/2018	12/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Workers' compensation coverage provided by Middlesex Insurance Company applies to Wisconsin operations and employees only.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

City Of Appleton
Valley Transit
100 N Appleton St
Appleton, WI 54911

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

R.L. Ring, Jr./LY07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Title VI Plan

Valley Transit – Appleton, WI

Adopted on: **(DATE)**

Adopted by: Fox Cities Transit Commission

Minutes attached

Commented [DFV1]: VT will need a copy of board meeting minutes documenting approval of Program. Will provide for attachment, once plan is approved.

This policy is hereby adopted and signed by:

Valley Transit

Executive Name/Title: Ron McDonald, General Manager

Executive Signature: _____

Policy Statement

Valley Transit as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the Wisconsin Department of Transportation (WisDOT) will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation implementing regulations.

Title VI Plan Elements

Valley Transit's Title VI plan includes the following elements:

1. Evidence of Policy Approval
2. Notice to the Public
3. Complaint Procedure
4. Complaint Form
5. List of transit related Title VI Investigations, Complaints and Lawsuits
6. Public Participation Plan
7. Language Assistance Plan
8. Minority Representation Table and Description
9. Facility Location Equity Analysis
10. Fixed Route Service Standards
11. Fixed Route Service Policies

Note: Additional materials will be attached, if required.

Valley Transit will review its policy at least once a year to determine if modifications are necessary. As applicable, Valley Transit will meet with its third party contractor (transit provider) or lessee on an annual basis to ensure compliance with Title VI plan requirements.

Policy Updates – Activity Log

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Person Responsible	Remarks

Title VI Notice to the Public

Valley Transit's Notice to the Public is as follows:

Notifying the Public of Rights Under Title VI

VALLEY TRANSIT

- ✓ Valley Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Valley Transit.
- ✓ For more information on Valley Transit's civil rights program, and the procedures to file a complaint, contact 920-832-5800, TTY Relay 7-1-1, email valley.transit@appleton.com; or visit our administrative office at 801 S. Whitman Avenue, Appleton, WI 54914. For more information, visit www.myvalleytransit.com
- ✓ A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.
- ✓ If information is needed in another language, contact 920-832-5800.

Valley Transit's Notice to the Public is posted in the following locations: *(check all that apply)*

- ✓ Agency website www.myvalleytransit.com
- ✓ Public areas of Administrative Office
- ✓ Inside vehicles
- ✓ Rider Guide and Schedule
- ✓ Transit station

Title VI Complaint Procedure

Valley Transit's Title VI Complaint Procedure is made available in the following locations:

- ✓ Agency website, either as a reference in the Notice to Public or in its entirety
 - ✓ Hard copy in the Administrative Office and Downtown Appleton Transit Center
-

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Valley Transit may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

Valley Transit investigates complaints received no more than 180 calendar days after the alleged incident. Valley Transit will process complaints that are complete.

Once the complaint is received, Valley Transit will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

Valley Transit has five (5) calendar days to investigate the complaint. If more information is needed to resolve the case, the city may contact the complainant.

The complainant has ten (10) calendar days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within thirty (30) calendar days, the city can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, she/he has 180 calendar days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 920-832-5800.

Title VI Complaint Form

Valley Transit's Title VI Complaint Procedure is made available in the following locations:

- ✓ Agency website, either as a reference in the Notice to Public or in its entirety
- ✓ Hard copy in the Administrative Office and Downtown Appleton Transit Center

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				

Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No

Section V	
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, check all that apply:	
<input type="checkbox"/> Federal Agency: _____	
<input type="checkbox"/> Federal Court _____	<input type="checkbox"/> State Agency _____
<input type="checkbox"/> State Court _____	<input type="checkbox"/> Local Agency _____
Please provide information about a contact person at the agency/court where the complaint was filed.	
Name:	
Title:	
Agency:	
Address:	
Telephone:	
Section VI	
Name of agency complaint is against:	
Contact person:	
Title:	
Telephone number:	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

SignatureDate

NOTE: COMPLAINT WILL NOT BE ACCEPTED WITHOUT A SIGNATURE.

Valley Transit's Title VI Officer will investigate all complaints. At the conclusion of our investigation we will send a letter of finding to the complainant. If our investigation determines that we were not in violation of Title VI, our letter will explain why we were in compliance. If it is determined that there was a violation of Title VI, our letter will document the violation and the action that Valley Transit will take to become compliant.

No one may intimidate, threaten, coerce, or engage in other discriminatory conduct against anyone because he or she has filed a complaint to secure rights protected by the nondiscrimination statutes we enforce. Any individual alleging such harassment or intimidation may file a complaint with Valley Transit or the Federal Transit Administration.

Please submit this form in person at the address below, or mail this form to:

**Valley Transit Title VI Coordinator
801 S. Whitman Avenue
Appleton, WI 54914**

List of Transit Related Title VI Investigations, Complaints and Lawsuits

Valley Transit maintains a list or log of all Title VI investigations, complaints and lawsuits, pertaining to its transit-related activities.

Check One:

There have been no investigations, complaint and/or lawsuits filed against us during
 ✓ the report period.

There have been investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Public Participation Plan

Process

The Fox Cities Transit Commission (FCTC) meets monthly, with all meetings open to the public. Time is provided for the public to comment on any issues at each meeting. Meetings are held during the operating hours of Valley Transit buses and paratransit vehicles to improve access for the public. Service and fare change notices are sent directly to persons and organizations that may be impacted. Persons and organizations can request notification of future meetings and there is no charge. An archive of agendas and meeting minutes are posted via a link on Valley Transit's website.

Beyond monthly FCTC meetings, several other methods are used to communicate with riders. Valley Transit Route Map/Rider Guide is a printed map with guidance for using services and includes information on how to contact Valley Transit, as well as the web address and social media. Each year, 30,000 route maps are printed and distributed throughout the community. Maps are available at several key destinations in the Fox Cities, on all transit vehicles, at the main office, and are mailed at no cost to requestors. Valley Transit also publishes brochures that describe specific programs and services. These materials are available to riders at the main office (801 S Whitman Ave), downtown transit center, website, and are distributed to local agencies.

Valley Transit's downtown transit center located at 100 Washington Street provides another communication avenue with riders. The transit center contains an informational window. Display boards at the downtown station contain travel information, notices to the public, contact information, and other communications applicable to the service. The transit center is centrally located in the service area and many routes pulse into the center for transfers between runs.

Each Valley Transit bus contains an info display area. Maps, brochures, flyers and notices are placed on buses for display to riders.

Valley Transit's website (www.myvalleytransit.com), Twitter page and Facebook page also provide information to the public. The web content includes information on trip planning, paratransit programs, contact info, board meeting agendas and minutes, detours, news, and more. Public input is welcomed via the website and visitors are provided several options for contacting Valley Transit (fax, mail, email, or phone). The website is designed to be clear and easy to use.

Valley Transit recently launch a rider app that shows real-time bus location, rider announcements and other information useful to riders or the general public.

Proposed fare and service changes are announced to the public by the means described above, and public input is solicited far enough in advance for Valley Transit to consider the comments, and make revisions based on the comments. In soliciting public input, Valley Transit provides opportunities for interaction.

Valley Transit's ongoing public participation outreach methods to engage minority and LEP populations include partnerships with community-based organizations, use of digital media and public participation techniques implemented during our transit development plan process.

Valley Transit has continuing partnerships with community-based organizations. We have provided travel training resources to World Relief, Lakeland Care District, the literacy council and Aging & Disabilities Resource Council. We have ongoing meetings and contact with these groups to invite participation and communicate transit issues. Valley Transit participates in community events that help us to engage minority and LEP populations. We attend annual Back to School Fairs that are designed to help families and children prepare for the upcoming school year. We also attend other public events that are designed to promote public participation and information sharing.

Valley Transit uses digital media as another avenue to engage participation. Our Facebook, Twitter and website pages all provide any member of the community the ability to contact us on their schedule. We post all information that is applicable to our riders (news, notices, and planning events) to help notify all populations. We realize that not all community members have access to the internet. However, a rider survey in 2014 showed that 45% of our riders have a smart phone and given the national trends for smart phone usage and access to the internet, it seems very likely that this percentage has increased since 2014.

Valley Transit's transit planning process (Transit Development Plan - TDP) contains its own Public Participation Plan. The PPP is developed by our MPO and identifies outreach efforts and public involvement opportunities. Techniques used to gain input from minority and LEP populations include involving stakeholders in the steering committee. This helps to disseminate information to populations that can be hard to reach. The MPO uses public notices in appropriate non-English languages and maintains contacts with local translators. TDP meetings are held at different locations that are accessible and reasonably welcoming to all residents. Our most recent TDP steering committee was made up of organizations and advocacy groups that represented a variety of community interests. The participant list included county health and human services staff, Valley Packaging Inc., ESTHER (faith-based org), Wisconsin Department of Workforce Development, Making the Ride Happen (non-profit), Casa Hispana, Appleton School District, World Relief, Partnership Community Health Center (non-profit), Fox Valley Tech College, Fox Cities Chamber, United Way and Hmong American Partnership.

The TDP process occurs every 5 years. The results of the TDP drive Valley Transit planning and policy decisions, so we place added effort to engage public participation during this critical process. Valley Transit will continue to work with our MPO to develop and implement public engagement techniques for each planning process.

Strategies and Desired Outcomes

To promote inclusive public participation, Valley Transit will employ the following strategies, as appropriate:

- ✓ Provide for early, frequent and continuous engagement by the public.
- ✓ Select accessible and varied meeting locations and times
- ✓ Employ different meeting sizes and formats

- ✓ Provide food during meetings, if possible.
- ✓ Use social media in addition to other resources as a way to gain public involvement
- ✓ Use radio, television or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.
- ✓ Expand traditional outreach methods by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.

Public Outreach Activities

Valley Transit maintains a log/record of the various types of outreach activities it uses to promote inclusive public participation. On an annual basis, Valley Transit reviews its log of outreach activities to determine if additional or different strategies are needed to promote inclusive public participation.

The direct public outreach and involvement activities conducted by Valley Transit & ECWRPC are summarized in the table below. Efforts include *meetings, surveys, focus groups, attendance at community events, etc.*

Information collected on the size, location, meeting format, number of attendees, etc. as well as the scope of the distribution method (i.e. posters were placed in all shopping centers in the affected area) will be used for future planning efforts. Examples of additional supporting materials include copies of meeting announcements, agendas, posters, attendee list, etc.

Event Date	Valley Transit Staffer(s)	Event	Date Publicized and Communication Method (Public Notice, Posters, Social Media)	Outreach Method (Meeting, Focus Group, Survey, etc.).	Notes
3/1/18	GM, AGM, Finance, Ops Spec & ECWRPC staff	TDP Mtg		Meeting	
4/5/18	""	TDP Mtg		Meeting	
5/3/18	""	TDP Mtg		Meeting	
6/6/18	SRF Consulting	TDP stakeholder outreach events		Targeted stakeholder meetings & pop-up style events	With Steering committee stakeholders, at Fox Valley Technical College and downtown Transit Center
6/7/18	GM, AGM, Finance, Ops Spec & ECWRPC staff	TDP Mtg		Meeting	
8/2/18	""	TDP Mtg		Meeting	
9/6/18	""	TDP Mtg		Meeting	
10/4/18	""	TDP Mtg		Meeting	
1/10/19	""	TDP Mtg		Meeting	
Ongoing Monthly	VT Mang. Team	FCTC Mtg	Published on website 4 days prior to meeting	Meeting	2 nd or 4 th Tuesday
Future dates (in 2019)	ECWRPC (as part of TDP update)	Attend farmer's markets (Appleton, Neenah, Kaukauna)	To be announced	Booth/space at farmer's market	
Future dates (in 2019)	ECWRPC (as part of TDP update)	Pop-up events at Appleton Public Library & Downtown Transit Center	To be announced	Pop-up style event	

Language Assistance Plan

Plan Components

As a recipient of federal US DOT funding, Valley Transit is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP) refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Valley Transit's Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons
6. Additional information deemed necessary

Methodology

To determine if an individual is entitled to language assistance and what specific services are appropriate, Valley Transit has conducted a *Four Factor Analysis*¹ of the following areas: 1) Demography, 2) Frequency, 3) Importance and 4) Resources and Costs.

LEP Four Factor Analysis

Factor 1: Demography: Identifies the number or proportion of LEP persons served and the languages spoken in the service area.

The first factor of the *Four Factor Analysis* is the basis of the Language Assistance Plan. It requires Valley Transit to review its US Census data to determine if it meets the *LEP Safe Harbor Threshold*.

US Census and American Community Survey (ACS) Data²

Valley Transit did the following:

1. Inserted a copy of Valley Transit's county LEP data in the Title VI plan. This data was found at the WisDOT website <http://www.dot.wisconsin.gov/localgov/docs/title6-lep.pdf> or the US Census Bureau American Fact Finder website <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>
2. Analyzed the LEP demographic data for Valley Transit's program and/or service area by calculating the *Safe Harbor Threshold* for two to three of the largest language groups identified other than English.

¹ DOT LEP guidance <https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance>

² The ACS publishes data in many forms on the Census Bureau American Fact Finder website <http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml>

- a. The *Safe Harbor Threshold* is calculated by dividing the population estimate for a language group that “Speaks English less than very well” by the total population of the county.
 - i. The *LEP Safe Harbor Threshold* provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less of the population to be served) Valley Transit must provide translation of vital documents in written format for the non-English users.
 - ii. Examples of written translation of vital documents include the Title VI policy statement and/or Notice to the Public, Title VI Complaint Procedure, Title VI Complaint Form, and ADA paratransit eligibility forms.
3. Explained the results of the analysis of the county LEP data in the demographic section of the *Four Factor Analysis*.

Factor 2: Frequency: Identifies the frequency staff (and transit provider/lessee, if applicable) comes into contact with LEP persons.

LEP persons are persons identified as speaking English less than very well, not well or not at all. Just because a person speaks a language other than English doesn't mean they don't speak English or are identified as LEP.

The summary below discusses the frequency with which Valley Transit staff, and/or its contractor/lessee come into contact with LEP persons. It also provides information on the how staff is instructed to meet the needs of LEP persons. Valley Transit staff persons are encouraged to use LEP resource materials to assist LEP persons.

Factor 3: Importance: Explains how the program, service or activity affects people's lives.

The summary below discusses how Valley Transit's program and services impact the lives of person's within the community. Valley Transit will specify the community organizations that serve LEP persons, if available.

Factor 4: Resources and Costs: Discusses funding and other resources available for LEP outreach.

The summary below discusses the low cost methods Valley Transit uses to provide outreach to LEP persons as well as train staff (and transit provider/lessee, if applicable) on Title VI and LEP principles.

Additional Required Elements

In addition to the *Four Factor Analysis* (listed below as item #1), Valley Transit addresses the following elements:

- Item #2:* A description of how language assistance services are provided by language
- Item #3:* A description of how LEP persons are informed of the availability of language assistance service
- Item #4:* A description of how the language assistance plan is monitored and updated

- Item #5: A description of how employees are trained to provide language assistance to LEP persons
And, any additional information deemed necessary.

Valley Transit – Summary of the Language Assistance Plan Components

Item #1 – Results of the Four Factor Analysis (including a description of the LEP population(s) served)

Factor 1 – Demography

The US Census Bureau – American Fact Finder (2013-2017) reports there are numerous languages spoken in Calumet, Outagamie and Winnebago Counties. Some of these languages include Spanish, Indo-European languages, Asian and Pacific Islander languages, and other languages. After English, the second largest language group is Spanish followed by Asian and Pacific Islander languages (i.e. Hmong).

The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that “speaks English less than very well” by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less), Valley Transit must provide translation of vital documents in written format for non-English speaking persons.

In Valley Transit's tri-county area (Calumet, Outagamie and Winnebago Counties), 11,045 persons (3%) have identified themselves as Spanish speaking and “speaks English less than well”; 7,965 persons (2%) have identified themselves as Asian & Pacific Islander (Hmong) speaking and “speaks English less than well” Both language groups are below the 5% threshold of the population to be served. This means Valley Transit is not required to provide written translation of vital documents.

In the future, if Valley Transit meets the Safe Harbor Threshold for any language group, it will provide written translation of vital documents in such languages and also consider measures needed for oral interpretation.

Factor 2 – Frequency

Valley Transit will be trained on what to do when they encounter a person that speaks English less than well. Valley Transit with assistance from our transit provider/lessee will track the number of encounters and consider making adjustments as needed to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of Valley Transit's programs and services.

Log of LEP Encounters

Date	Time	Language Spoken By Individual (if available)	Name and Phone Number of Individual (if available)	Service Requested	Follow Up Required	Staff Member Providing Assistance	Notes
10/26/18	10:14 AM	Spanish	Pablo Torrez	Translation (VTII)	No	Communication Technician	
11/20/18	12:52 PM	Spanish	Pablo Torrez	Translation (VTII)	No	Communication Technician	

11/20/18	1:09 PM	Spanish	Pablo Torrez	Translation (VTII)	No	Communication Technician	

Valley Transit has an open door policy and will provide rides to any person who requests a ride. If an individual has speech limitations, the dispatcher or driver will work with Valley Transit to ensure the individual receives access to the transportation service.

Valley Transit drivers and staff contact supervisor(s) on duty for assistance with LEP persons. Google Translate App is used. If further assistance is needed, supervisor will contact local translation services/support available from World Relief, applicable police department and City of Appleton Diversity Coordinator.

Factor 3 – Importance

Valley Transit understands an LEP person with language barrier challenges also faces difficulties obtaining health care, education, access to employment and nutrition meal sites, recreational services and socialization. A transportation system is a key link to connecting LEP persons to these essential services.

Valley Transit is in the process of identifying the activities and services which would have serious consequences to individuals if language barriers prevented access to information or the benefits of those programs. Valley Transit will work with the Fox Valley Hispanic Interagency coalition and the Hmong-American Partnership to determine these items.

Factor 4 – Resources and Costs

Even though Valley Transit does not have a separate budget for LEP outreach, Valley Transit works to implement low cost methods to reach LEP persons.

Valley Transit conducts outreach activities by working with community ethnic organizations (Casa Hispana, Hmong-American Partnership, Refugee Resettlement Committee and World Relief) and works closely with the City of Appleton's Diversity Coordinator who manages all contracts and communications as they relate to interpreter services. These outreach/resource awareness efforts are low cost methods and are accomplished by existing staff resources, the use of posting website information and printing brochures/materials.

Valley Transit works with a mobility manager, who is able to provide one-on-one travel training assistance to community members, including LEP persons. The mobility manager uses tools, like Google Translate App and flashcards for communication. The mobility manager also reaches out to local organizations, like World Relief, for added support and translation services.

Valley Transit had previously printed the rider's guide in Spanish. Due to low demand/usage, this was discontinued several years ago. If safe harbor thresholds are met or exceeded, the rider's guide and other vital documents will again be translated for applicable groups.

Item # 2 – Description of how Language Assistance Services are Provided, by Language
--

- ✓ *Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events.*
- ✓ *When Valley Transit sponsors an event, have a staff person greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Attendees at FCTC meetings are greeted to learn if support is needed.*
- ✓ *Vehicle operators and other front-line staff, like dispatchers, and dial-a-ride schedulers, will be surveyed annually on their experience concerning any contacts with LEP persons during the previous year.*
- ✓ *Front-line staff that carry issued cell phones download and utilize Google Translate App. This app allows users to enter text or use voice to translate between multiple languages. Service also available on PCs at main office and downtown transit center. Drivers that need support radio for supervisor support at transit center and along route.*

<p>Item # 3 - Description of how LEP Persons are Informed of the Availability of Language Assistance Service</p>

Valley Transit does the following to inform LEP persons of the availability of language assistance services:

- ✓ *Review outreach activities and the frequency of contact with LEP individuals to determine whether additional language assistance services are needed.*
- ✓ *The Valley Transit website uses the "Google Translate" translation service. This service allows users to translate any, or all, parts of the website into their native language.*
- ✓ *Utilize pictograms and other symbols on travel cards to assist LEP persons with bus route information.*
- ✓ *Utilize Wisconsin Relay 7-1-1, the state of Wisconsin resource to assist with communication needs <http://www.wisconsinrelay.com/spanish.html> and <http://www.wisconsinrelay.com/>*
- ✓ *ECWRPC conducts many ongoing events and outreach efforts that include the topic of public transportation in the Fox Cities region. ECWRPC specializes in gathering public input from all groups, including LEP persons. As ECWRPC encounters LEP persons, they connect them with the appropriate language assistance service and communicates any successes or challenges in this area with Valley Transit.*

<p>Item # 4 – Description of how the Language Assistance Plan is Monitored and Updated</p>

Valley Transit reviews its plan on an annual basis or more frequently as needed. In particular, Valley Transit will evaluate the information collected on encounters with LEP persons as well as public outreach efforts to determine if adjustments should be made to the delivering of programs and services to ensure meaningful access to minority and LEP persons.

In addition, Valley Transit will meet with our contracted service providers on an annual basis to ensure the Title VI requirements are met on an annual basis to ensure the Title VI requirements are met. The last round of annual contracted service provider site visits was completed in July and October of 2018.

ECWRPC assists Valley Transit with development of this plan and updates when needed.

<p>Item # 5 - Description of how Employees are Trained to Provide Language Assistance to LEP Persons</p>

Each year, Valley Transit will review the principles of Title VI and Valley Transit's Language Assistance Plan with its employees. Valley Transit will ensure that our contracted service providers also educate their staff on Title VI requirements, and specifically LEP provisions.

The following training will be provided:

- ✓ Information on the Valley Transit Title VI Policy and LEP responsibilities.
- ✓ Description of language assistance services offered to the public.
- ✓ Documentation of language assistance requests.
- ✓ How to handle a potential Title VI/LEP complaint.

If a driver, dispatcher or other team member needs further assistance related to LEP individuals, the Valley Transit management team will identify strategies to meet the language needs of the participants of the program or service.

As part of the annual site visit process, Valley Transit will discuss updates to the Language Assistance Plan with its contracted service providers.

Minority Representation Information

A. Minority Representation Table³

The table below depicts Valley Transit's non-elected commission related to transit.⁴

Body	Caucasian	Hispanic	African American	Asian American	Native American	Two or More Races
Calumet County	95%	4%	0.9%	2.3%	0.6%	1.0%
Outagamie County	90%	4%	1.3%	3.4%	1.7%	1.7%
Winnebago County	92%	4%	2.1%	2.6%	0.6%	1.5%
Fox Cities Transit Commission	X%	X%	X%	X%	X%	X%

Commented [DE2]: In progress

B. Efforts to Encourage Minority Participation

Valley Transit understands diverse representation on committees, councils and boards results in sound policy reflective of its entire population. As such, Valley Transit encourages participation of all its citizens.

As vacancies on boards, committees and councils become available, Valley Transit will make efforts to encourage and promote diversity.

To encourage participation on its boards, committees and councils, Valley Transit will continue to reach out to community, ethnic and faith-based organizations to connect with all populations. In addition, Valley Transit will use create ways to make participating realistic and reasonable. Such as,

³ County data by race is available at the WisDOT website <http://www.dot.wisconsin.gov/localgov/transit/title6.htm> or the US Census Bureau American Fact Finder website <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

⁴ American Community Survey (2013-2017), 5-year Estimates (Table DP05)

scheduling meetings at times best suited to its members and providing transportation, if needed for its members.

Minority Representation Data Collection Form

Name of board, commission, council, etc.

Date:

Dear Member,

As Valley Transit is a recipient of federal funds, we are required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make-up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

Anti-Discrimination Notice

It is unlawful for Valley Transit to fail or refuse to provide services, access to services or activities, or otherwise discriminate against an individual because of an individual's race, color, religion, sex, national origin, disability or veteran status.

As a council under the jurisdiction of Valley Transit, we invite council members to voluntarily self-identify their race/ethnicity in order for us to comply with FTA Title VI regulations. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information to be summarized and reported to the federal government for civil rights enforcement purposes.

Race/Ethnicity

If you choose to self-identify, please mark the **one box** describing the race/ethnicity category with which you primarily identify:

___ *Asian or Pacific Islander*: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

___ *Black and/or African American* (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

___ *Hispanic*: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

___ *American Indian or Alaskan Native*: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

___ *Caucasian* (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Facility Location Equity Analysis

Valley Transit has no current plans for facility construction or any recent facility construction projects.

Fixed Route Service Standards

Vehicle Load Standards

1. Expressed in writing

The average of all loads during the peak operating period should not exceed vehicles' achievable capacities, which are 30 passengers for a 26-foot bus, 58 passengers for 32 & 35-foot buses, and 67-69 passengers for standard 40-foot buses.

2. Expressed in tabular format

Vehicle	Number in fleet	Average Passenger Capacities				
Type		Seated	Standing	Total	Wheelchair Capacity	Total Capacity With Wheelchairs
26' Arboc & Glaval	3	20	10	30	2	26
32' Orion VII	15	31	27	58	2	54
35' New Flyer	5	31	27	58	2	54
40' New Flyer	6	39	30	69	2	64
40' Orion VII	4	37	30	67	2	61

Vehicle Headway Standards

1. Expressed in writing

Vehicle Headway is the length of time it takes between two buses traveling in the same direction on a particular route. Valley Transit's buses are scheduled with either 30 or 60 minute headways. During peak service, all half hour routes, and some hour long routes run with 30 minute headways. During the off-peak times all routes run once per hour.

2. Expressed in tabular format

ROUTE(S)	WEEKDAY PEAK SERVICE	WEEKDAY OFF-PEAK SERVICE	SATURDAY SERVICE	SPECIAL NOTES
1, 2, 3, 4 & 5	30 Minutes	60 Minutes	60 Minutes	
9	30 Minutes	30 Minutes	30 Minutes	
12, 15, 20, 30 & 41	60 Minutes	60 Minutes	60 Minutes	
6	N/A	60 Minutes	60 Minutes	Begins service at 5:50 p.m. M-F
8	30 Minutes	60 Minutes	N/A	Last route leaves at 4:50 p.m. M-F
11	60 Minutes	60 minutes	N/A	Last route leaves at 4:20 p.m. M-F
16	30 Minutes	60 Minutes	N/A	Last route leaves at 4:50 p.m. M-F
19	N/A	60 Minutes	60 Minutes	Begins service at 5:20 p.m. M-F
31	60 Minutes	60 Minutes	60 Minutes	Last route leaves at 5:20 p.m. M-F
32	60 Minutes	60 Minutes	60 Minutes	Last route leaves at 5:50 p.m. M-F

On-Time Performance Standards

One of the most important of Valley Transit's service standards is its On-Time Performance or adherence to published schedules.

- A Valley Transit bus is considered on-time if it departs a scheduled time point no more than 1 minute early or more than 5 minutes late.
- Valley Transit's On-Time Performance objective is 90% or greater.

Valley Transit continuously monitors on-time performance and system results are published as part of quarterly performance reports covering all aspects of operations.

Service Availability Standards

Valley Transit currently provides service to all major destinations and large employment centers within the communities that it serves. Valley Transit's 5-year Transit Development Plan (TDP) addresses region mobility and reassesses all service standards. The TDP analyzes coverage of routes by regional employment centers, population, households without a car, and income. Valley Transit reviews its level of service to each community during each TDP process and discusses expansion opportunities when additional resources become available. Route planning considers placing new service within ¼ mile from densely populated areas that have a high propensity for transit usage. Valley Transit optimizes the funding and resources that it receives from the partner communities to maximize its route coverage within these communities and transit-supportive areas.

Fixed Route Service Policy

Vehicle Assignment Policy

Valley Transit frequently reviews the ridership of its routes and assigns the larger and smaller capacity buses to the areas whose ridership best matches these capacity characteristics. After capacity of a route is known, vehicles meeting or exceeding that capacity are rotated each day of service

Transit Amenities Policy

Valley Transit has nearly 1,000 bus stops, many of which have been in place for more than forty years. In 2013, all stops were re-signed with more visible signage that also includes the route number(s) that service the stop. Additionally, each sign has its ID number listed on it for use with Valley Transit's real-time bus arrival data system. Valley Transit places bus stops every 2-3 blocks (approximately) and near major trip generators.

Valley Transit also has 45 bus shelters located throughout the service area. Most of these shelters have also been in place for many years. As funding becomes available, old shelters are being replaced with new, accessible shelters.

New shelter locations can be requested by contacting Valley Transit. New installations are dependent on the ability to obtain the necessary right of way to locate the shelter, and a sponsoring business or other entity to provide snow removal, if possible. Valley Transit utilizes passenger count data by location to prioritize locations with highest usage.

City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For three months Ending March 31, 2019

Description	Month of March Actual	Prior Year March	YTD As of March Actual	Prior YTD March	2019 Amended Budget	2019 % of Total Budget
REVENUES						
Bus Fare Revenue	93,336	112,514	197,155	217,089	943,218	20.90%
Paratransit Fare Revenue	65,384	62,935	182,834	180,512	751,370	24.33%
Total Fare Revenue	158,720	175,449	379,989	397,601	1,694,588	22.42%
Other Charges for Service	9,420	12,835	16,207	14,735	55,000	29.47%
Other Revenues	501	2,000	12,342	8,054	14,000	88.16%
TOTAL REVENUES	168,641	190,284	408,538	420,390	1,763,588	23.17%
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	205,234	197,981	550,983	573,625	2,995,362	18.39%
Call Time	-	-	-	-	-	-
Overtime	39,608	21,018	72,680	35,886	71,713	101.35%
Incentive Pay	-	-	(1,790)	-	1,335	-134.08%
Other Compensation	500	407	1,050	907	-	-
Fringes	86,518	80,479	228,190	217,731	1,257,585	18.15%
Unemployment Compensation	46	701	46	2,100	-	-
Salaries & Fringe Benefits	331,906	300,586	851,159	830,249	4,325,995	19.68%
Training & Conferences	2,431	493	2,920	1,185	25,000	11.68%
Employee Recruitment	-	-	787	287	4,200	18.74%
Parking Permits	-	-	-	-	150	0.00%
Office Supplies	190	172	1,223	437	5,000	24.46%
Subscriptions	-	98	135	121	1,735	7.78%
Memberships & Licenses	400	40	5,665	5,355	5,472	103.53%
Postage & Freight	-	681	59	836	4,300	1.37%
Awards & Recognition	-	55	134	55	900	14.89%
Food & Provisions	-	79	560	206	1,200	46.67%
Insurance	5,697	46,924	17,091	46,924	227,006	7.53%
Insurance dividend & return of surplus	-	-	-	-	-	-
Depreciation Expense	56,022	151,704	168,066	151,704	672,264	25.00%
Administrative Expenses	64,740	200,246	196,640	207,110	947,227	20.76%
Landscape Supplies	-	-	-	-	3,000	0.00%
Shop Supplies & Tools (& misc)	2,485	3,680	10,484	9,184	53,200	19.71%
Printing & Reproduction	738	8,279	3,377	8,781	27,136	12.44%
Uniforms	862	415	1,408	1,430	5,000	28.16%
Gas Purchases	52,694	16,095	111,096	101,232	605,000	18.36%
Safety Supplies	-	555	-	555	500	0.00%
Vehicle & Equipment Parts	18,022	11,609	38,078	53,453	252,500	15.08%
Miscellaneous Equipment	-	17,215	921	17,898	26,600	3.46%
Signs	1,619	-	17,510	-	2,000	875.50%
Supplies & Materials	76,420	57,848	182,874	192,533	974,936	18.76%
Accounting/Audit	-	-	-	-	10,290	0.00%
Bank Services	-	187	447	559	3,000	14.90%
Consulting Services	-	-	-	-	-	0.00%
Collection Services	443	304	698	567	4,600	15.17%
Contractor Fees	280,068	295,389	831,060	848,271	3,735,669	22.25%

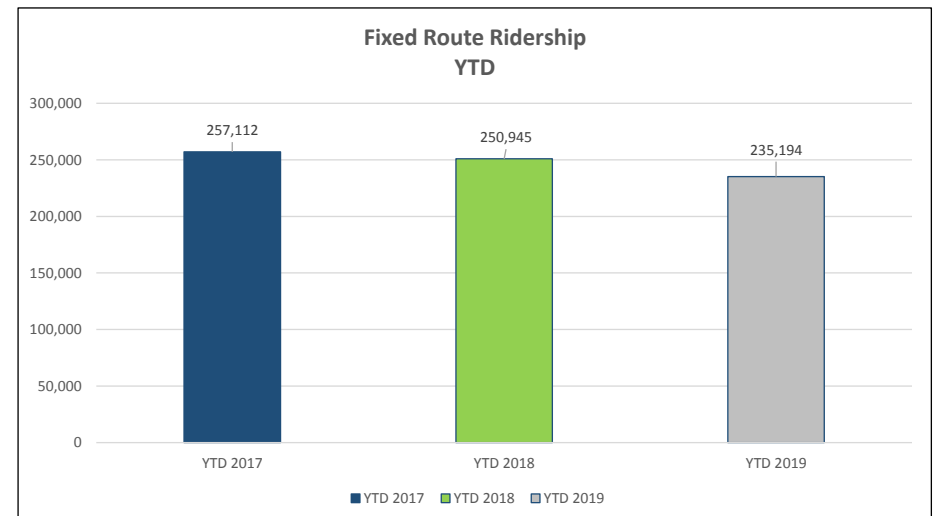
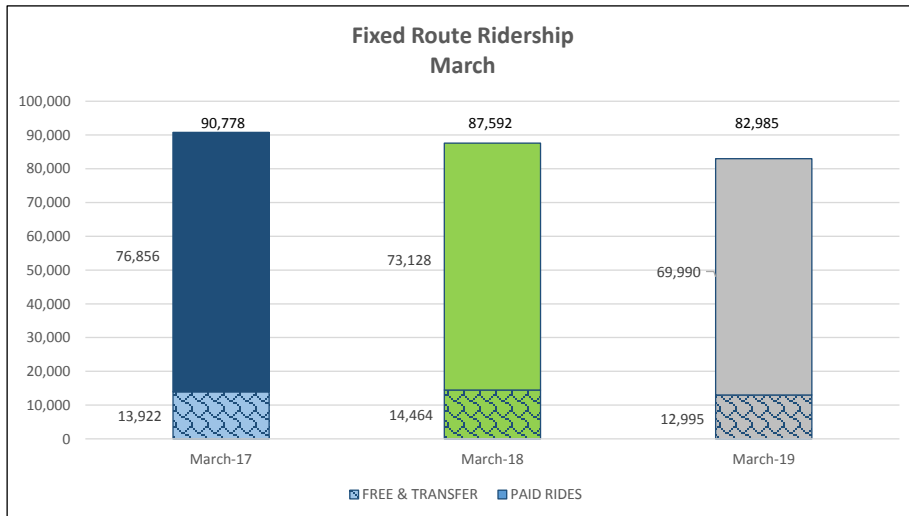
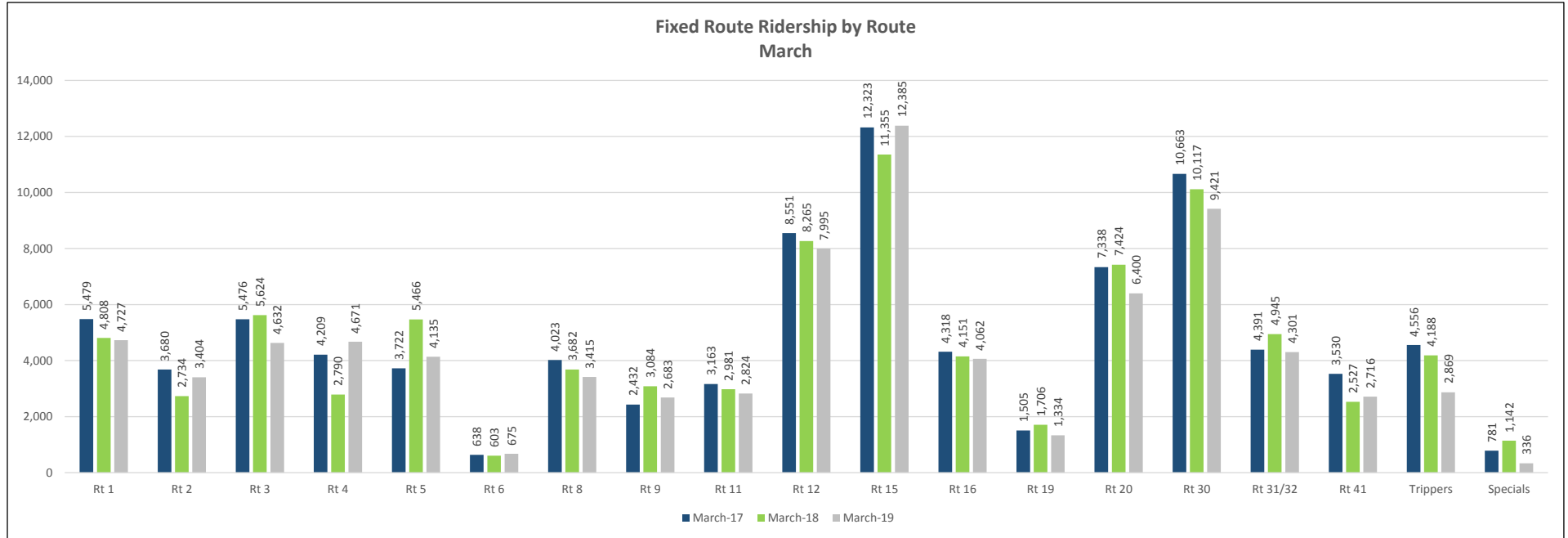
City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For three months Ending March 31, 2019

Description	Month of March Actual	Prior Year March	YTD As of March Actual	Prior YTD March	2019 Amended Budget	2019 % of Total Budget
Temp Help	3,297	-	7,971	-	5,000	159.42%
Advertising	-	420	1,229	920	50,309	2.44%
Health Services	1,479	479	2,980	748	9,200	32.39%
Snow Removal Services	15,002	6,953	28,242	6,953	15,000	188.28%
Laundry Services	671	803	2,172	574	6,916	31.41%
Other Contracts/Obligations	603	3,556	1,326	4,203	99,472	1.33%
Purchased Services	301,563	308,091	876,125	862,795	3,939,456	22.24%
Electric	4,780	1,769	15,185	11,768	55,000	27.61%
Gas	4,060	3,370	10,852	10,648	25,000	43.41%
Water	1,523	1,162	1,969	1,677	7,850	25.08%
Waste Disposal/Collection	545	383	739	608	3,124	23.66%
Stormwater	1,885	1,597	2,492	2,126	9,401	26.51%
Telephone	769	459	2,030	2,092	8,600	23.60%
Utilities	13,562	8,740	33,267	28,919	108,975	30.53%
Building/Grounds Repair & Maintenance	-	-	370	209	-	-
Vehicle Repair & Maintenance	181	487	1,065	691	17,450	6.10%
Equipment Repair & Maintenance	3,651	1,233	20,656	5,208	13,250	155.89%
FMD Charges & Material	-	-	19,526	22,628	129,226	15.11%
Software Support	-	8,418	6,962	9,418	73,800	9.43%
CEA Equipment Rental	-	-	-	-	2,000	0.00%
Repairs & Maintenance	3,832	10,138	48,579	38,154	235,726	20.61%
Total Operating Expenses	<u>792,023</u>	<u>885,649</u>	<u>2,188,644</u>	<u>2,159,760</u>	<u>10,532,315</u>	20.78%
OPERATING INCOME (LOSS)	<u>(623,382)</u>	<u>(695,365)</u>	<u>(1,780,106)</u>	<u>(1,739,370)</u>	<u>(8,768,727)</u>	
NON-OPERATING REVENUES						
Federal Support	-	-	-	-	2,994,136	0.00%
State Support	-	-	-	-	2,736,001	0.00%
Appleton Support	-	790,779	-	790,779	660,829	0.00%
Other Local Support	400,430	211,177	910,441	842,144	1,610,003	56.55%
Investment Income	1	-	8,457	(5,581)	12,500	67.66%
Donations	4,167	5,027	12,623	13,357	62,678	20.14%
Fund Balance Applied	-	-	-	-	-	-
TOTAL NON-OPERATING REVENUE	404,598	1,006,983	931,521	1,640,699	8,076,147	11.53%
Buildings	-	-	-	-	20,000	0.00%
Machinery & Equipment	731	908	731	94,913	250,000	0.00%
Vehicles	905,098	-	905,098	-	25,000	0.00%
Capital Expenditures	<u>905,829</u>	<u>908</u>	<u>905,829</u>	<u>94,913</u>	<u>50,000</u>	<u>0.00%</u>
					<u>345,000</u>	0.00%
NET INCOME (LOSS)	<u>(1,124,613)</u>	<u>310,710</u>	<u>(1,754,414)</u>	<u>(193,584)</u>	<u>(1,037,580)</u>	

City of Appleton
PURCHASED TRANSPORTATION
For three months Ending March 31, 2019

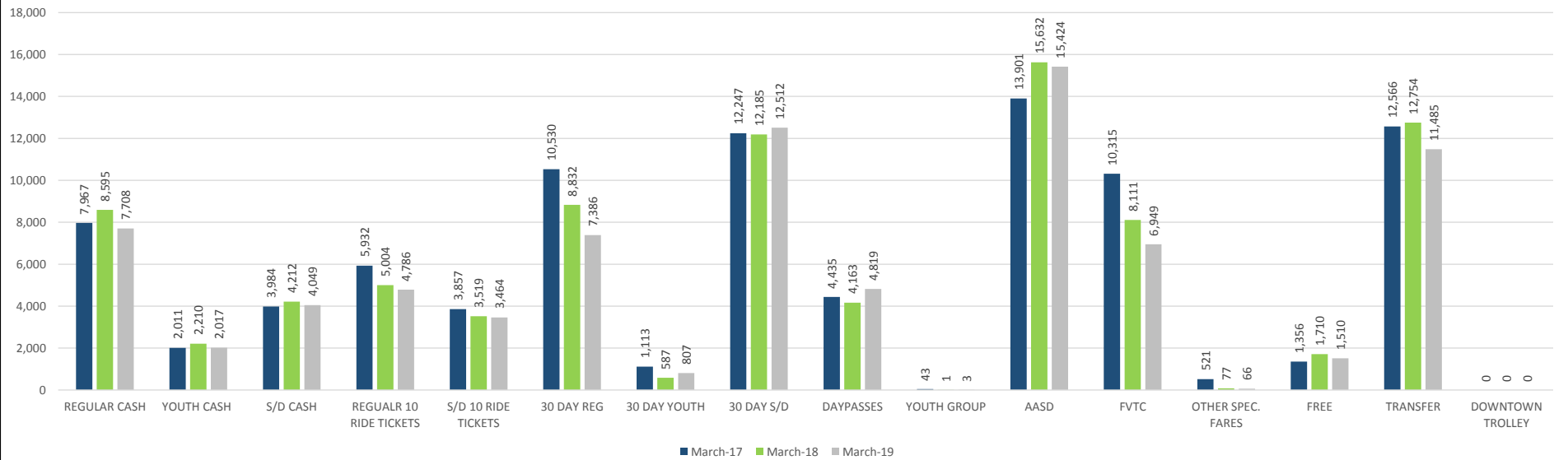
Description	Month of March Actual	Prior Year March	YTD As of March Actual	Prior YTD March	2019 Amended Budget	2019 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	159,656	159,809	472,650	456,504	1,871,109	25.26%
VTII - Elderly	3,183	4,183	9,950	12,597	64,120	15.52%
PT - Optional (Sunday)	623	1,486	3,159	4,199	21,984	14.37%
Family Care Sheltered Workshop	44,378	45,884	122,838	131,788	547,625	22.43%
Outagamie County Demand Response Rural	17,701	17,582	56,035	47,390	225,406	24.86%
Outagamie County Human Services Transportation	128	388	273	2,051	12,824	2.13%
Neenah Dial - A - Ride	9,314	12,292	33,635	33,068	150,920	22.29%
Calumet County New Hope	-	18,912	-	47,234	-	0.00%
Calumet County Van Service	702	1,508	7,332	4,777	34,650	21.16%
Connector - Extended Service Hours	32,228	36,455	111,462	97,919	487,808	22.85%
Connector - Extended Service Area	10,425	8,610	30,190	24,518	116,133	26.00%
Downtown Trolley	-	-	-	-	30,379	0.00%
Total Purchased Transportation	278,338	307,109	847,524	862,045	3,562,958	23.79%

Valley Transit Ridership Report March 2019

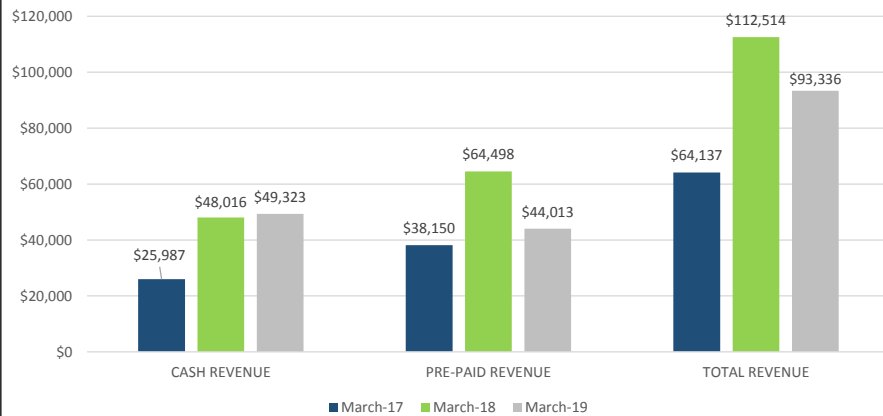


Valley Transit Ridership Report March 2019

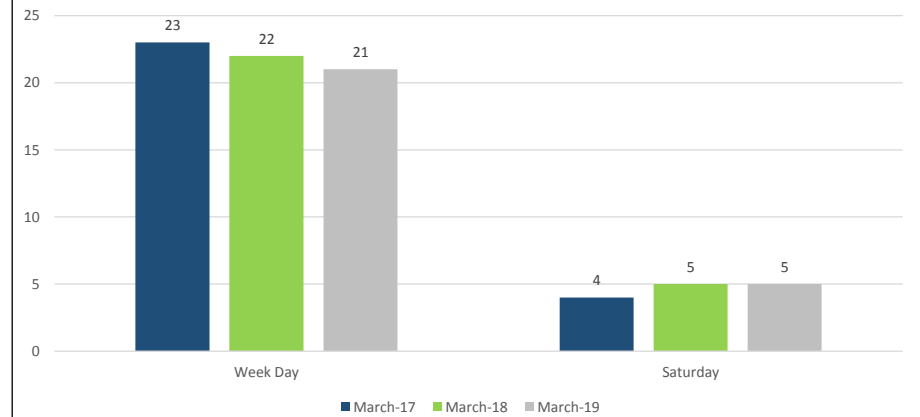
**Fixed Route Ridership by Fare Category
March**



**Fixed Route Fare Revenue
March**

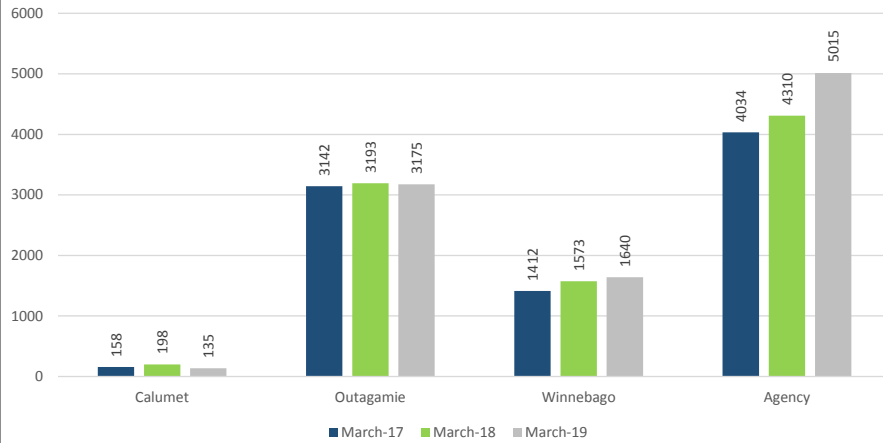


**Revenue Days
March**

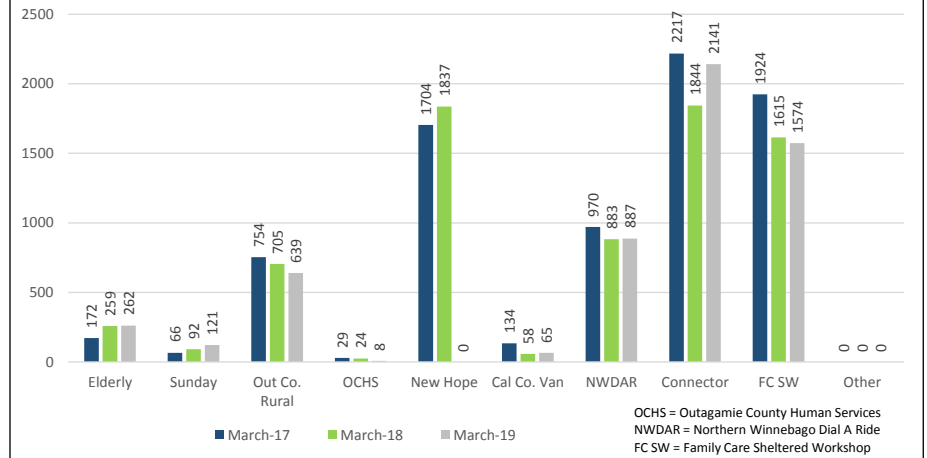


Valley Transit Ridership Report March 2019

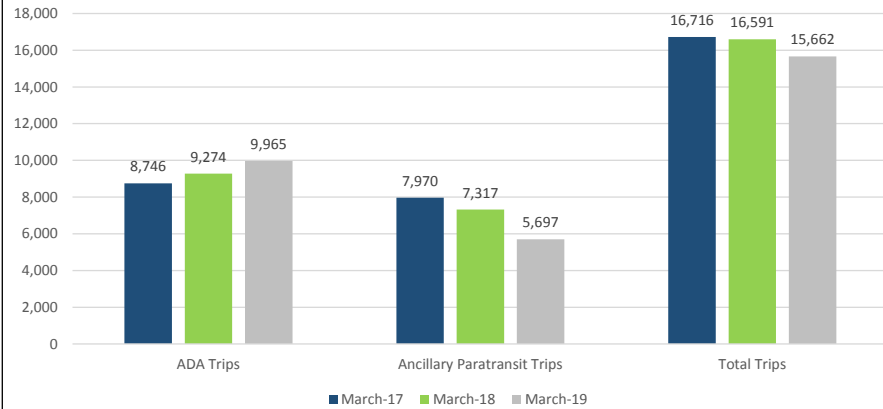
ADA Ridership by Local Funding Source



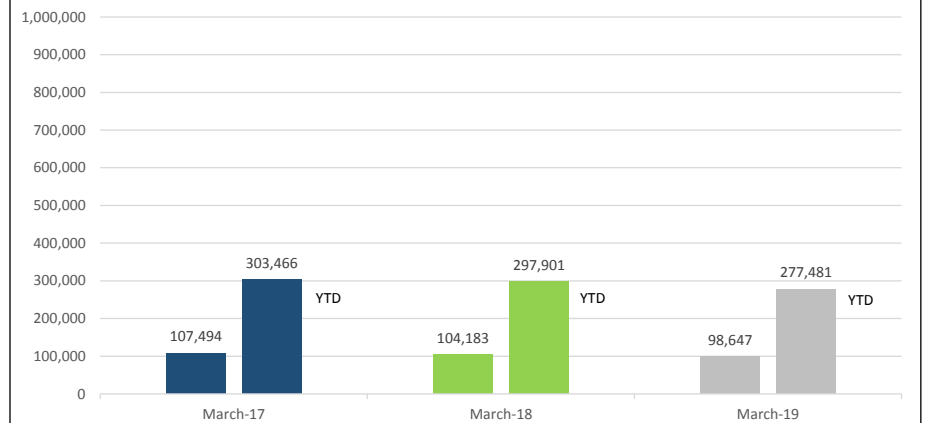
Ancillary Services Ridership



**ADA and Ancillary Paratransit Ridership
March**



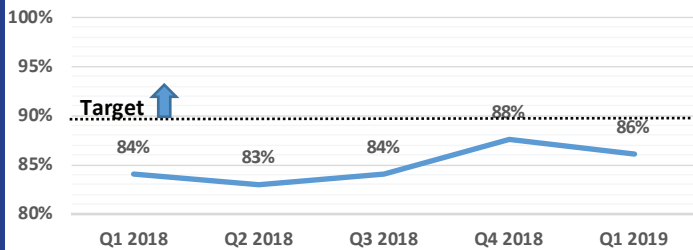
**Total Ridership for all Services
March and Year-to-Date**



VALLEY TRANSIT

Key Performance Indicators - 2019, 1st Quarter

ON TIME PERFORMANCE - FIXED ROUTE

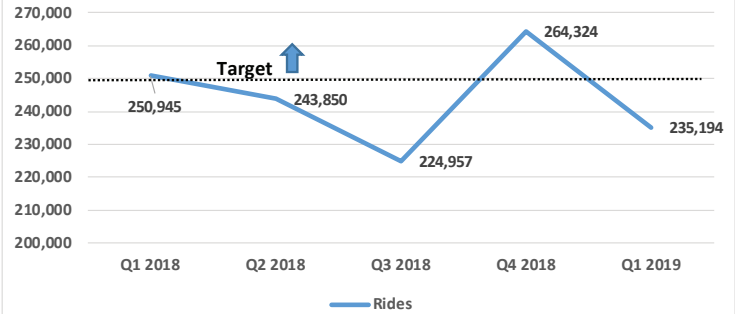


86%

Dashboard rating scale:
 ● Target is $\geq 90\%$ per qtr
 ● Below target

Data Source: DoubleMap ITS System Report

TOTAL PASSENGER TRIPS - FIXED ROUTE

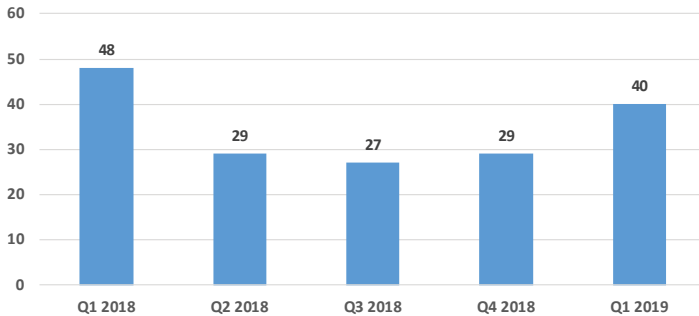


235,194

Dashboard rating scale:
 ● Target is $> 250K$ per qtr
 ● Below target

Data Source: GFI Fareboxes and Contractor Ridership Report

COMPLAINTS - FIXED ROUTE

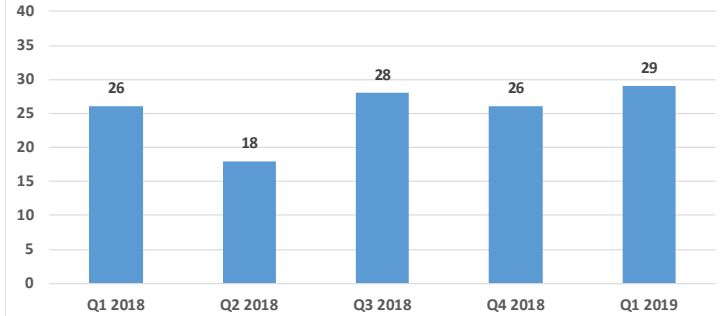


Complaints/
Rides= .02%

Dashboard rating scale:
 ● Target is $\leq .08\%$ per qtr
 ● Above target

Data Source: Transit Input Reports

COMPLAINTS - PARATRANSIT

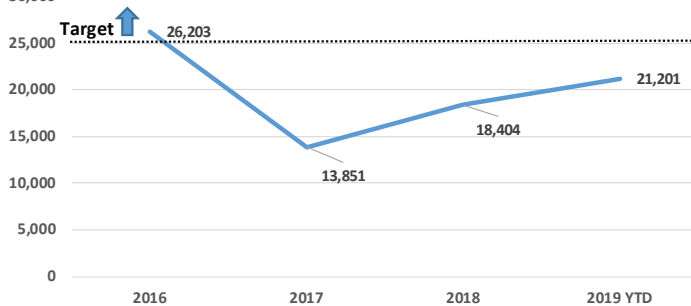


Complaints/
Rides= .08%

Dashboard rating scale:
 ● Target is $\leq .10\%$ per qtr
 ● Above target

Data Source: Transit Input Reports

MILES BETWEEN ROAD CALLS - FIXED ROUTE

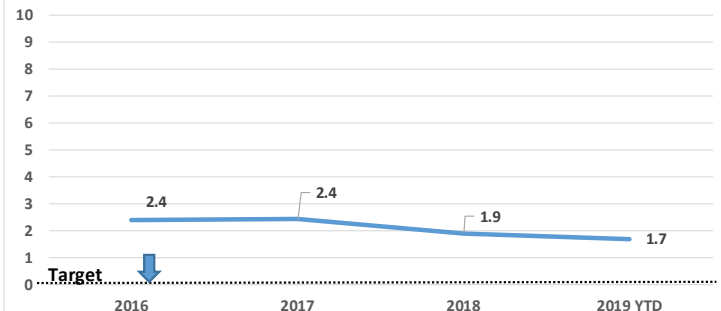


21,201

Dashboard rating scale:
 ● Target is $\geq 25,000$ (YTD)
 ● Below target

Data Source: Transit Fleet Software, Road Call History Report

VEHICLE ACCIDENTS PER 100,000 MILES



1.7

Dashboard rating scale:
 ● Target is zero (YTD)
 ● Above target

Data Source: Transit Mutual Insurance

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.