

MEETING NOTICE

STEERING COMMITTEE MEETING East Central Wisconsin Regional Planning Commission

COMMITTEE MEMBERS: *Jeff Nooyen (Chair), Alice Connors (Vice Chair), Steven Abel, Dick Koeppen, Thomas Kautza, Jeremy Johnson, Dave Albrecht*

Place: East Central Offices(400 Ahnaip Street, Suite 100; Menasha)

Date: Wednesday, April 19, 2023

Time: 1:30 p.m. (In-Person)

Please contact the East Central office if you are unable to attend and arrange for an alternate to be present.

AGENDA

1. Welcome and Introductions

2. Roll Call

A. Introduction of Alternates, Staff and Guests

3. Approval of the Agenda/Motion to Deviate

4. Public Comment

5. Special Order of Business/Action Item

A. **Presentation and Approval of the Draft 2022 Annual Audit – Ms. Leah Lasecki, Director, Clifton Larson Allen** (*attached separately*)

6. Approval of the Minutes of the March 15, 2023 Steering Committee Meeting

7. Announcements and Discussion Items

- A. Director's Report
- B. Main Street Bounceback Report
- C. Nominating Committee Communication

8. New Business/Action Items

- A. First Quarter, 2023 Financial Report
- B. First Quarter, 2023 Work Program Performance Report
- C. Proposed Resolution 16-23: Amending Resolution No. 08-90 and Subsequent Resolutions Specifying the Personnel Policies, now referred to as the Employee Manual, for the Staff Employed by East Central Wisconsin Regional Planning Commission
- D. Proposed Resolution 17-23: Amending the Bylaws of the East Central Wisconsin Regional Planning Commission

- E. Proposed Resolution 18-23: Amending the 2023 Work Program and Budget for the East Central Wisconsin Regional Planning Commission
- F. Proposed Resolution 19-23: Authorizing the Executive Director to Enter into a Contract for Professional Services with SRF Consulting Group for the GO Transit – Transit Development Plan
- G. **CLOSED SESSION:** The Committee will convene, if needed, into closed session pursuant to Sections 19.85(1)(c) of the Wisconsin Statutes to consider personnel matters, compensation, and the 2023 staffing plan.
- H. **RECONVENE INTO OPEN SESSION:** The Committee will reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes to act, if necessary, on the above matters.
 - i. Action from closed session discussions

9. Informational/Discussion Items

- A. County Roundtable Discussion (*as time permits*)

10. Establish Time and Place for Next Commission Meeting

- A. **Steering Committee Meeting:** *The next Steering Committee meeting will be Wednesday, April 19, 2023 at 1:30 p.m. at the Commission Offices (400 Ahnaip Street, Suite 100; Menasha).*
- B. **Commission Meeting:** *The next Commission meeting will be held on Friday, April 28, 2023 at 10:00 a.m. To be held at Calumet County (Courthouse) 206 Court Street – Chilton, WI 53014. An agenda and meeting materials will be forthcoming.*
- C. **Annual Meeting:** *The Annual Meeting will immediately follow the Quarterly Commission Board Meeting on Friday, April 28th, 2023 at Calumet County Courthouse (206 Court Street, Chilton). Further details will be forthcoming.*

11. Adjourn

Any person wishing to attend this meeting or hearing, who, because of a disability, requires special accommodations should contact the East Central Wisconsin Regional Planning Commission at (920) 751-4770 at least three business days prior to the meeting or hearing so that arrangements, within reason, can be made.

5. Special Order of Business/Action item

A. 2022 Annual Audit DRAFT

See Separate Attachment

DRAFT MEETING NOTICE
STEERING COMMITTEE MEETING
East Central Wisconsin Regional Planning Commission

COMMITTEE MEMBERS: *Jeff Nooyen (Chair), Alice Connors (Vice Chair), Steven Abel, Dick Koeppen, Thomas Kautza, Jeremy Johnson, Dave Albrecht*

Date: Wednesday, March 15, 2023 – In person

1. **Welcome and Introductions** – Chair Nooyen called the meeting to order at 1:30 pm

2. **Roll Call**

A. Introduction of Alternates, Staff and Guests

Committee Members Present:

Jeff Nooyen (Chair) Outagamie County
Alice Connors (Vice Chair) Calumet County
Jeremy Johnson (Perm. Alt. for Elizabeth Moses) Menominee County
Dick Koeppen Waupaca County
Tom Kautza Shawano County
Steve Abel (Virtual) Fond du Lac County

Committee Members Absent (Excused):

David Albrecht (Perm. Alt. for Tom Egan) Winnebago County

ECWRPC Staff and Guests:

Melissa Kraemer Badtke Executive Director
Sara Otting Controller
Leann Buboltz Administrative Coordinator

3. **Approval of the Agenda/Motion to Deviate** - A motion was made by Vice Chair Connors and seconded Mr. Koeppen to approve of the agenda as presented. Motion carried.

4. **Public Comment** – No Public Comment.

5. **Approval of the Minutes of the January 18, 2023 Steering Committee Meeting**. A motion by Mr. Johnson and second by Mr. Kautza to approve of the January 18, 2023 Steering Committee minutes as presented. Motion carried unanimously.

6. **Announcements and Discussion Items**

A. Director's Report – By Melissa Kraemer Badtke, Executive Director (Project/Program update – not all inclusive)

1. **Administration:** Ms. Sara Otting – Controller shared with the members that Clifton Larson Allen (CLA) staff conducted field work this past week for the 2022 Audit which went very smoothly. She indicated that the Commission's Audit will be presented to the Steering Committee and Commission Board at the April meetings. The Committee members took this time to acknowledge Ms. Otting for a job well done.

2. **Commissioner News:** presented by Ms. Melissa Kraemer-Badtke

a. The members were informed that James Lowey from Menominee County recently resigned as Commissioner and his position on the Commission board will remain vacant until April.

- b. Mr. Kraemer-Badtke shared that she attended an event whereby Mr. Martin Farrell, the former chair of the Commission, received the Allen J. Buechel Leadership Award at the Envision Greater Fond du Lac Annual Meeting in February. Mr. Farrell served as the Commission chair from 2019-2021 and was instrumental in the development of the strategic plan and reorganization plan for the Commission.
- 3. Staff News:
 - a. Mr. Mike Zuege, ECWRPC GIS Manager received the Wisconsin Land Information Associations President's Award for his updated downtown Menasha Map. The Committee went on record to acknowledge Mr. Zuege prestigious accomplishment.
 - b. Ms. Jennie Mayer, ECWRPC SRTS Coordinator participated in an interview series videoed in Marshfield which promoted the Safe Routes to Schools program(s), which will be available in the near future.
- 4. Economic Development Program
 - a. Main Street Bounceback Grant Program: Ms. Kraemer-Badtke updated the members on the Main Street Bounceback Grant Program which closed on December 31, 2022. East Central staff has been working with the Wisconsin Economic Development Cooperation to complete the paperwork needed to close out the program. She stated that there were 900 Main Street Bounceback awards and a detailed report will be presented the Commission in April. It was noted that East Central will be providing approximately \$48,750 in funding back to Wisconsin Economic Development Corporation (WEDC) from the program. The payback includes four checks that did not get cashed or were stopped.
 - b. National Association of Development Organizations (NADO) Technical Site - National Case Study Feature. Prior to ECWRPC Deputy Director, Mr. Englebert's departure, he was contacted by the National Association of Development Organizations to discuss the economic development technical assistance projects that staff worked on through the CARES Act. The project will be featured at the national level as a best practice for other regional development organizations to learn from.
 - c. WEDA - Rural Economic Development – Ms. Kraemer-Badtke and Mr. Kafka will be meeting with representatives from the Wisconsin Economic Development Corporation, rural communities and economic development professionals to discuss projects, challenges and opportunities that occur in the rural areas of the region. The first meetings will be set up for mid-March.
 - d. City of Beaver Dam – Dodge County. Ms. Kraemer-Badtke shared with the Committee that staff from the City of Beaver Dam reached out to East Central requesting assistance to develop a Transit Route System, stating that the City is not located within a regional planning area. Committee members discussed the issue and advised staff that even though they would like to assist, however due to short-staffing it would be in the best interests of the Commission to focus on the current needs and deadlines of East Central deliverables and decline services to the City of Beaver Dam at this time.
- B. Update – Reorganization Plan. Ms. Kraemer-Badtke shared with the members that the Regional Comprehensive Plan is in the development stage with a focus on the MPO re-designation. She shared that a third-party consultant has been hired to review the best practices for the MPO structure.

7. New Business/Action Items New Business/Action Items

- A. Discussion regarding update(s) to the Employee Manual (formerly known as the Personnel Policy) –brief overview presented by Mr. Kraemer-Badtke. Ms. Kraemer Badtke shared that the last update of the Employee Manual was in 2019. A few policies were approved separately and now are incorporated within one document in which legal counsel has reviewed. Ms. Kraemer-Badtke indicated that a couple of key aspects that were added:

Parental Leave Policy – This would allow staff two paid weeks of parental leave for the birth or adoption of a child. Includes a miscarriage and still birth.

Years of Service Bonuses – This would be provided to employees with 20 years or more. Members discussed this policy regarding of the importance to include this as a tool to retain individuals with 20 years plus

Leave of Absences – This title was modified per legal counsel's recommendation; however, the policy remains the same.

It is proposed that the final draft version be presented to the committee in April for consideration.

- B. Discussion regarding updates to the Commission's Bylaws – overview presented by Ms. Kraemer-Badtke

1. Standing Committee Consolidation - proposed: Consolidation of the three small members Committees; the Community Facilities Committee, the Regional Comprehensive Plan Committee and the Open Space/Environmental Committee into one Committee. The new Committee would be entitled - the Environmental Management Committee and overseen by the Steering Committee. This Committee would be in alignment with the core program areas identified in the reorganization plan, strategic plan and work program and also would reduce the number of meetings that East Central staff would have to prepare for.

It was noted that the Nominating Committee will be meeting later this month to appoint Commissioners to the standing committees and staff will be working with the committee regarding any changes to the committee structure.

2. Leadership team also recommended the following changes:
 - Steering Committee name changed to Executive Committee
 - Title update from the Assistant Director to Deputy Director
 - Permanent Alternates – This is an item for future discussion which needs clarification and possible modifications.

- C. Discussion - Commission Board Assessment conducted by staff from the Southeast Regional Directors Institute (SERDI) presented by Ms. Kraemer-Badtke. Ms. Kraemer-Badtke briefly shared with the members of an opportunity to hire staff from SERDI to conduct a board assessment with the Commission. She noted that with the reorganization plan and the strategic plan ending, this assessment would identify what the Commission values in terms of programs and also identify how staff can better serve the member counties and communities moving forward. She reported that the cost would be \$4,500 plus the travel reimbursement for their staff and at the end of the session a document of the results would be received and used as a guide for the Commission moving forward. Discussion of the members took place sharing the need to include the rural areas of services within the region. It was noted that this is a good

idea, however with the current staffing shortages this assessment should be revisited at another time in the near future.

- D. **CLOSED SESSION:** The Committee will convene, if needed, into closed session pursuant to Sections 19.85(1)(c) of the Wisconsin Statutes to consider personnel matters, compensation, and the 2023 staffing plan.

A motion was made by Mr. Johnson and second by Vice Chair Connors to go into closed session via roll call vote, with the time noted 2:36 p.m.

Roll call vote – *Jeff Nooyen (Chair)- aye, Alice Connors (Vice Chair)-aye, Steve Abel-aye, Dick Koeppen-aye, Tom Kautza-aye, Jeremy Johnson-aye, David Albrecht-excused.*

- E. **RECONVENE INTO OPEN SESSION:** The Committee will reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes to act, if necessary, on the above matters.

A motion was made by Mr. Kautza and second by Mr. Abel to reconvene into open session via roll call vote, with the time noted 2:47 p.m.

Roll call vote – *Jeff Nooyen (Chair)- aye, Alice Connors (Vice Chair)-aye, Steve Abel-aye, Dick Koeppen-aye, Tom Kautza-aye, Jeremy Johnson-aye, David Albrecht-excused.*

8. Informational/Discussion Items

- A. County Roundtable Discussion (*as time permits*)
1. Chair Nooyen recognized that Vice Chair Connors is celebrating her birthday. Members acknowledged the celebration.
 2. Mr. Koeppen shared that Waupaca County is in the process of filling open position including the Sheriff's position due to his retirement.
 3. Mr. Johnson shared that due to Mr. Lowey relocating they will be appointment 2 new members to the Commission after the April elections.

9. Establish Time and Place for Next Commission Meeting

- A. **Steering Committee Meeting:** *The next Steering Committee meeting will be Wednesday, April 19, 2023 at 1:30 p.m. at the Commission Offices (400 Ahnaip Street, Suite 100; Menasha).*
- B. **Commission Meeting:** *The next Commission meeting will be held on Friday, April 28, 2023 at 10:00 a.m. To be held at Calumet County (Courthouse) 206 Court Street – Chilton WI 53014. The Annual meeting will follow immediately after the Commission Meeting.*

10. **Adjourn** – A motion was made by Mr. Koeppen and second by Mr. Kautza to adjourn with the time noted at 2:53 p.m.

Respectfully submitted by
Leann Buboltz – ECWRPC Administrative Coordinator

East Central Wisconsin Regional Planning Commission – April 19, 2023 Report

By Melissa Kraemer Badtke, Executive Director. Update on highlighted activities.

New Commissioners

Menominee County: Menominee County held elections in April and their reorganization meeting will take place on Tuesday, April 18th. New Commissioners representing Menominee County will be appointed at that meeting.

City of Oshkosh: Matt Mugerauer was recently elected as the Mayor of the City of Oshkosh and will be serving on the Commission Board.

Outagamie County: Kevin Englebert was appointed as the permanent alternate for Thomas Nelson.

Economic Development Program

Main Street Bounceback Grant Program: The Main Street Bounceback Grant Program closed on December 31, 2022. East Central staff has been working with the Wisconsin Economic Development Cooperation to complete the paperwork needed to close out the program. The final report has been included in the Committee's meeting materials.

Comprehensive Economic Development Strategy (CEDs): East Central staff began to update of the Comprehensive Economic Development Strategy and hosted a kick off meeting with partner organizations from across the region. The purpose of the Comprehensive Economic Development Strategy is to bring together public and private stakeholders to develop a strategic plan for the region that helps diversify and strengthens the Region's economy.

EDA 3 Year Planning Partnership Grant: East Central staff discussed with EDA the opportunity to continue the economic development technical assistance program for communities under 12,000 in population. EDA staff was receptive to the proposal and is currently reviewing a proposal that East Central staff has submitted. The funding for this project would be approximately \$35,000-\$40,000 and would be administered through the 3-year planning partnership grant. It is anticipated that East Central staff would administer the request for proposals process, a consultant would be selected, and the economic development technical assistance project would begin in August/September, 2023.

Transportation Planning Program

Waiver of Non-federal Match for Complete Streets Planning Activities: It has been identified in the Bipartisan Infrastructure Law (BIL), that 2.5% of the funding for the Metropolitan Planning Organization and the Regional Transportation Program needs to be utilized for Complete Streets program deliverables. Recently, the Federal Transit Administration and the Federal Highway Administration approved a waiver of the non-federal match requirements for the Metropolitan Planning Organization and the Regional Transportation Programs for Complete Streets program deliverables.

Transportation Mid-Year Review Meeting: Annually a mid-year review is conducted with the Wisconsin Department of Transportation, Federal Highway Administration, and the Federal Transit Administration for the Appleton (Fox Cities) MPO, Oshkosh MPO, Fond du Lac MPO, and Regional

Transportation Program. The purpose of the mid-year review is to discuss the program deliverables that have been completed and a review of program deliverables that need to be completed for the remainder of the year. East Central staff will be providing the partner organizations with a list of completed program deliverables for the review.

Certification Review: The Appleton (Fox Cities) Metropolitan Planning Organization is designated as a Transportation Management Area and a certification review is conducted every four years. The Certification Review will be conducted by the Federal Highway Administration and Federal Transit Administration. The certification review generally consists of four primary activities: a site visit, a review of planning documents, a FHWA/FTA certification report, and a certification review closeout presentation. The Appleton (Fox Cities) Metropolitan Planning Organization certification review will be held in August, 2023.

Regional Safe Routes to School

Winter Walk to School Month: This year, 39 schools throughout the region participated in Winter Walk to School Month, which was held in February.

Appleton Area School District Meetings: SRTS staff has been working with Appleton Area School District to plan routes for walking and biking for their new school, which will be located near CTH JJ and Lightening Drive.

Fond du Lac Safe Routes to School Action Plan: SRTS staff completed the Fond du Lac School District Action Plan in early March. The plan had positive feedback from both school district staff and municipality staff. The full plan can be found on our website: <https://eastcentralsrts.org/>.

Kimberly Safe Routes to School Action Plan: At the request of the Kimberly Area School District Superintendent, Safe Routes staff will be updating the district's action plan this spring.

Water Quality Management Program

East Central staff completed include the development and launch of the Water Quality Management Planning Program GIS Hub page and updated of ECWRPC's interactive Web Map - <https://water-quality-hub-ecwrpc.hub.arcgis.com/>. Commission staff also held informational meetings for each of the four SSAs in the Fox Cities Year 2040 SSA Plan and completed draft chapters and maps. Staff had multiple conversations and emails with communities regarding the Plan update and edits to the proposed maps. Staff anticipates finalizing the Plan and posting it for Public Comment in the second quarter (May/June).

Throughout the first quarter staff also completed Water Quality Management Section 208 Conformance Reviews for two Wastewater Treatment Plant Facilities Plan updates, one Sewer Service Area Amendment, and 14 sewer extensions, private laterals, or mainline reconstruction projects.

Local Comprehensive Plan Update:

City of Chilton Comprehensive Plan: East Central staff conducted an economic development workshop in partnership with Calumet County and Fox Valley Technical College.

ECWRPC
2021-2022

MAIN STREET BOUNCEBACK GRANT PROGRAM

FINAL REPORT

*Huck & Finn in Waupaca, WI
Source: Huck & Finn*

LETTER FROM THE CHAIR

During the past few years, our region has witnessed great change. From the unprecedented upheaval brought on by the COVID-19 pandemic to the equally unparalleled response, the constant has been disruption. The effects of this disruption are wide-ranging, but include significant impacts on small businesses and main streets throughout the region.

The East Central Wisconsin Regional Planning Commission is committed to supporting businesses and economic development initiatives that advance our region. One of these initiatives, the Main Street Bounceback Grants Program, has been particularly successful at furthering that goal. Working in partnership with the Wisconsin Economic Development Corporation, economic development organizations, and regional planning commissions across the state, East Central administered the Main Street Bounceback Program effectively and successfully over the course of the last year and a half.

The Main Street Bounceback Program was developed to help communities rebuild and renew downtowns by providing \$10,000 grants to businesses and non-profits who filled vacant buildings. That idea became a reality with East Central awarding an astounding 900 grants to businesses within the region ranging from Wittenberg to Campbellsport.

Beyond the numbers, the impact of the Main Street Bounceback Program is highly visible. Many downtowns and commercial corridors now have filled their vacant buildings with new businesses. Perhaps more important, however, are the people walking into these businesses and the palpable enthusiasm of the business owners and the communities in which they are located.

The variety of businesses that took advantage of the Main Street Bounceback Program is also demonstrative of its impact. From restaurants to retail stores to small manufacturers creating novel products, our region is stronger as a result of these investments. Travel through any community in the East Central region, and you'll be hard-pressed to find a corridor without a new or expanding business.

The following report will highlight the positive impact of the Main Street Bounceback Program in the East Central region. At the heart of this program are the business owners, economic development organizations, and communities who continue to demonstrate ingenuity, resolve, and an entrepreneurial spirit that help us all move forward.

Jeff Nooyen

Chair, East Central Wisconsin Regional Planning Commission

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Authors

Rachel Roth *GIS Analyst I*

Kevin Englebert *Deputy Director*

INTRODUCTION

On August 4, 2021, the Wisconsin Economic Development Corporation (WEDC) announced the creation and launch of the Wisconsin Tomorrow Main Street Bounceback Grants Program. The Main Street Bounceback Program (MSBB), made possible through federal funds from the American Rescue Plan Act, provided financial incentives for businesses to fill vacant commercial and industrial buildings. The initiative was part of Wisconsin's wider response to addressing the economic and community impacts of the COVID-19 pandemic. In an effort to fill vacant buildings, the program offered \$10,000 grants to businesses for each new location occupied in Wisconsin as long as businesses met certain programs requirements.

To administer the Main Street Bounceback Program, WEDC contracted with nine regional planning commissions and economic development organizations throughout Wisconsin. Figure 1 and Table 1 illustrate and list the regional organizations responsible for Main Street Bounceback Program administration. The East Central Wisconsin Regional Planning Commission (ECWRPC or East Central) contracted with WEDC as one of the nine regional entities. ECWRPC administered the MSBB program for its 10-county region in East Central Wisconsin including the following counties: Calumet, Fond du Lac, Green Lake, Marquette, Menominee, Outagamie, Shawano, Waupaca, Waushara, and Winnebago.



Figure 1. Main Street Bounceback Regional Organization Map

Source: Wisconsin Economic Development Corporation

Upon program launch, the State of Wisconsin initially invested \$50 million in the Main Street Bounceback Program to provide approximately 5,000 grant awards throughout the state. The historic investment represents Wisconsin's first large-scale effort to entice businesses to fill vacant buildings. WEDC set the original program closure date for June 30, 2022. However, due to the program's strong demand, the program closure date was extended through December 31, 2022. The program extension was accompanied by an additional State investment of \$50 million for a cumulative total of \$100 million state-wide or approximately 10,000 grants.

WEDC initially funded a \$3 million allocation for the East Central region at the start of the program. Over time, WEDC increased the allocation to \$9 million for East Central based on increased demand. During the 17 months of the program, East Central granted 900 awards to businesses filling vacant buildings. East Central intends to offer a recap of the Main Street Bounceback Grants Program and further insights into the profile of grant awardees in the remainder of this report.

MSBB REGIONAL ORGANIZATIONS

1	Northwest Regional Planning Commission
2	Mississippi River Regional Planning Commission
3	North Central Regional Planning Commission
4	Madison Region Economic Partnership
5	East Central Wisconsin Regional Planning Commission
6	West Central Wisconsin Regional Planning Commission
7	Milwaukee Development Corporation
8	Bay-Lake Regional Planning Commission
9	Southwestern Wisconsin Regional Planning Commission

Table 1. List of Main Street Bounceback Grants Program Regional Organizations

Source: Wisconsin Economic Development Corporation

MAIN STREET BOUNCEBACK PROGRAM ELIGIBILITY REQUIREMENTS

WEDC created several eligibility requirements for the Main Street Bounceback Program. To be eligible to receive a grant, businesses were required to move into a vacant commercial or industrial building after January 1, 2021 and before the program closure date of December 31, 2022. In addition, businesses were required to certify that they did not vacate a commercial or industrial space to become eligible to claim the grant. Beyond those requirements, certain business situations were deemed ineligible for the program. Table 2 lists criteria that rendered businesses ineligible for the Main Street Bounceback Program.

MSBB INELIGIBILITY CRITERIA

1	Part of a national or regional chain, unless the business is an independently owned and operated franchise
2	A home-based business or property landlord, unless they are moving their business functions into the vacant commercial space
3	Real estate investment firms that intend to hold the property for investment purposes only
4	Any business engaged in any illegal activity under federal, state, or local law
5	Business who use the property for storage only
6	An applicant who uses the space for residential uses

Table 2. Ineligibility Criteria for the Main Street Bounceback Program

Source: Wisconsin Economic Development Corporation

To apply for the Main Street Bounceback Program, businesses were required to submit a standardized program application created by WEDC, a letter of acknowledgement from a municipal or economic development organization, documentation demonstrating proof of business, a W-9 Request for Taxpayer Identification form, and a copy of a fully executed deed, purchase contract, or 12-month lease for the property. The purpose of the acknowledgement letter was to obtain local review or verification of the business filling a vacant building prior to application review by East Central.

Once businesses submitted applications to East Central, applications were reviewed for completeness during an initial intake process. After the initial intake, ECWRPC staff conducted a second review of the application to ensure all program requirements were satisfied. East Central staff then contacted businesses whose applications made it through final review with a preliminary award notification. Typically, ECWRPC staff cut checks the following week and mailed them to businesses. ECWRPC staff typically averaged a 1-2-week turnaround from application submittal to award during the program period.

DATA ANALYSIS

The Main Street Bounceback Grants Program application required businesses to record data that is useful in analyzing the dynamics of the program. Businesses were prompted to record the date they were established, their business's organizational and location employment numbers, and whether their ownership is diverse with respect to the following categories: minority, women, veteran, disabled, and LGBT. Additionally, the application prompted businesses to describe how they intended to spend grant funds. The grant fund categories included lease payments, mortgage payments, business operating expenses, repairs and improvements, and other expenses. The application also requested the business's product/service and NAICS code. East Central staff monitored the data collected from businesses to gain insight into the profile of awardees. In addition to the data provided by businesses, ECWRPC analyzed program demand over time using the monthly rate of grant awards during the program.

It is important to note that some business applications included incomplete or inaccurate information. Other applicants misinterpreted application prompts and answered questions incorrectly, which hinders the usefulness of their data and in certain cases will be omitted. These omissions are relatively minor in nature and will be omitted from the following analysis.



Mara's Brazilian Cuisine in Oshkosh, WI

DATA ANALYSIS *PROGRAM DEMAND*

Grant award data shows significant variance in the rate of grant deployment throughout the 17-month duration of the Main Street Bounceback Grants Program. East Central awarded the lowest number of grants in the first month of the program with nine total awards. This is most attributable to the Main Street Bounceback Program being new and generally unknown. The highest amount of grants that East Central awarded occurred during the last month of the program, with 129 grants awarded in December, 2022. The number of awards in December, 2022 was significantly higher than the next highest month of April, 2022 when 80 grants were awarded. This is noteworthy because East Central did not have enough funding in December 2022 to distribute to all applicants who applied to the program. Overall, the rate of grant deployment varied significantly with East Central awarding an average of 53 grants per month.

NUMBER OF MSBB GRANTS BY MONTH AWARDED

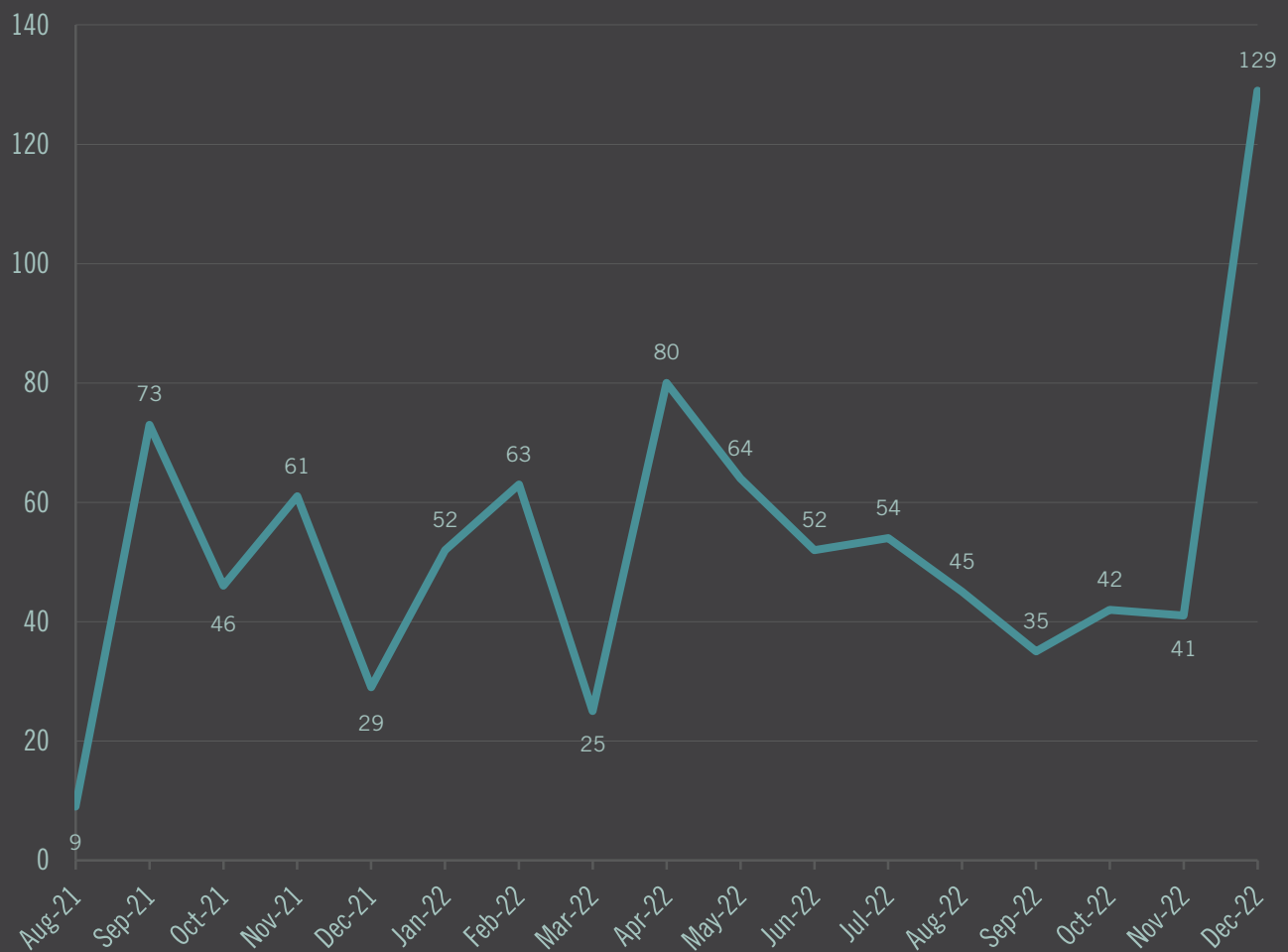


Figure 2. Number of MSBB Grant Awards by Month in the East Central Wisconsin Region

DATA ANALYSIS *AGE OF BUSINESSES*

AGE CHARACTERISTICS OF MSBB AWARD RECIPIENTS

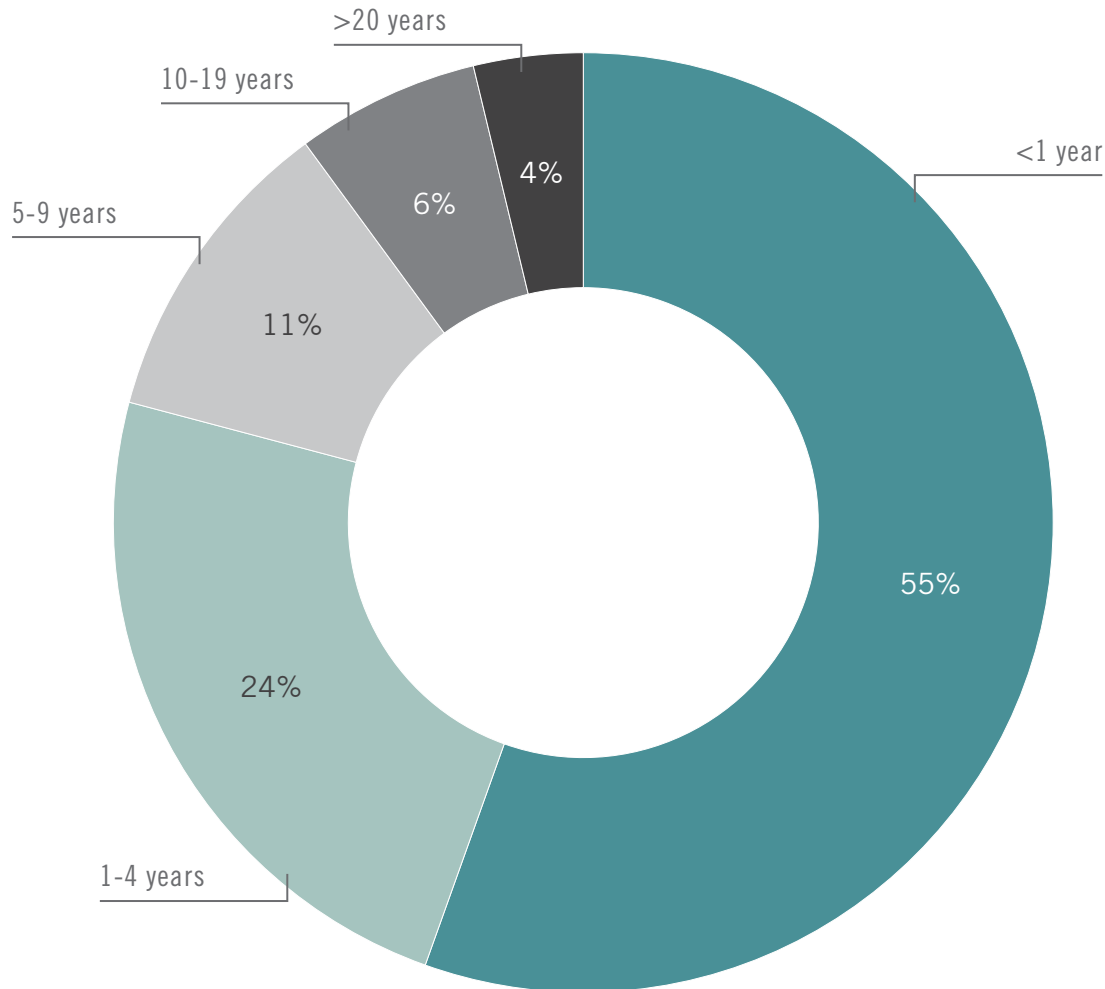


Figure 3. Age Characteristics of MSBB Recipients in the East Central Wisconsin Region

The Main Street Bounceback Grants Program supported new businesses as well as expansions of existing businesses with the underlying goal of filling vacant properties. Business age data from program applicants reveals that most businesses receiving a Main Street Bounceback grant in East Central Wisconsin were created less than five years ago. Figure 3 shows the breakdown of businesses receiving a Main Street Bounceback grant by the date of their establishment.

Over half of all businesses receiving a Main Street Bounceback grant were new businesses. Notably, 55% of recipients established their business within the prior year before applying to the Main Street Bounceback Grants Program in the East Central region. An additional 24% of applicants created their businesses between one and four years ago. Together, nearly 80% of businesses that obtained a grant were less than five years old. Age of business data shows the Main Street Bounceback Grants Program had a significantly positive impact on new or relatively new businesses.

DATA ANALYSIS *OWNERSHIP CHARACTERISTICS*

MSBB GRANT AWARDS BY OWNERSHIP CHARACTERISTICS

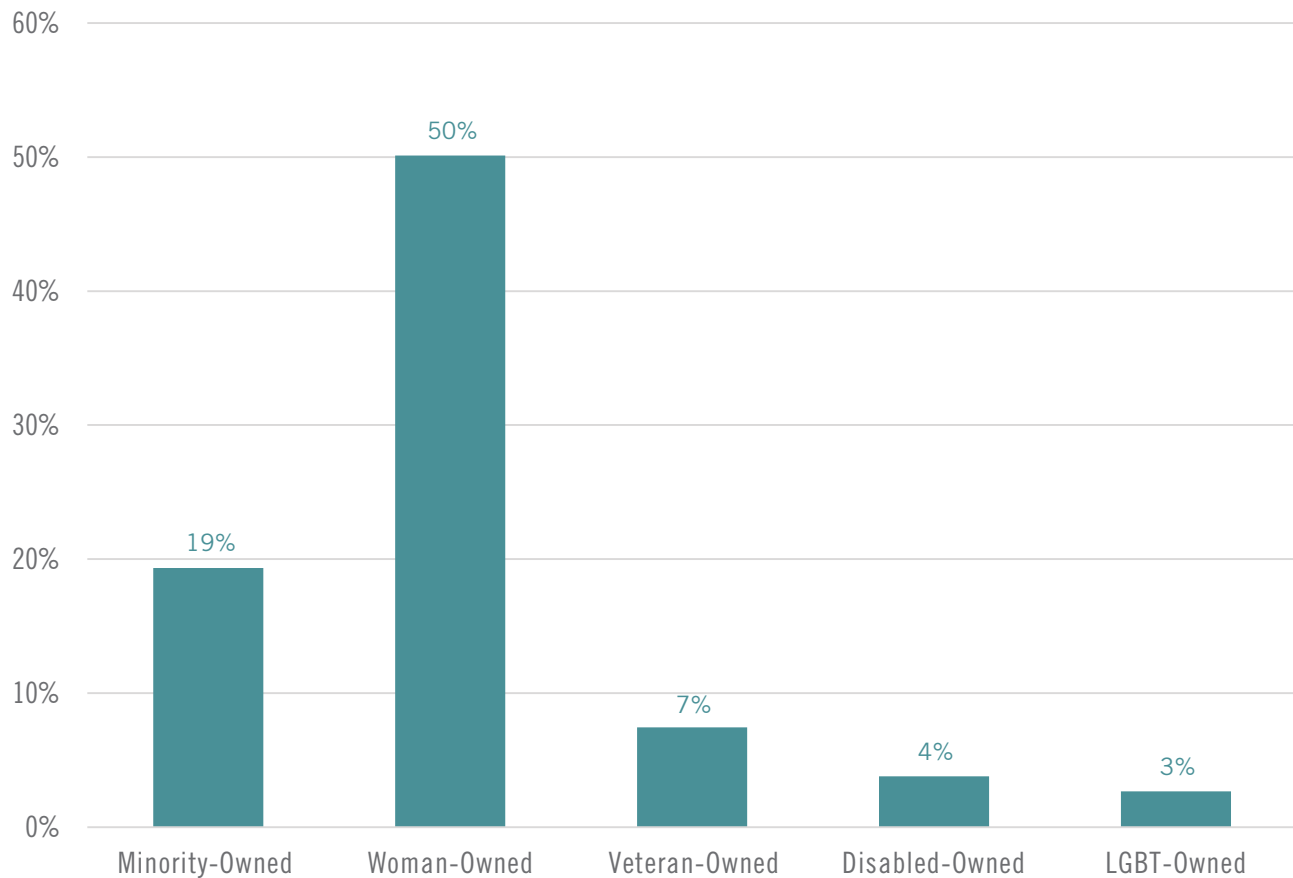


Figure 4. Ownership Characteristics of MSBB Recipients in the East Central Wisconsin Region

Ownership data reveals that slightly over half of businesses receiving Main Street Bounceback awards are women-owned ventures. Additionally, approximately 19% of businesses reported having minority ownership. The remaining three categories of veteran-owned, disabled-owned, and LGBT-owned businesses each represent less than 10% of grant awardees with veteran-owned businesses reporting the highest of those categories at around 7% of awardees.

According to the Small Business Administration, in 2019 only 13% of businesses in Wisconsin reported being minority-owned.¹ Therefore, minority-owned businesses appear to have received grants at a higher rate than expected. Additionally, the 2018 Annual Business Survey from the US Census reported only 20% of firms having women-ownership. This suggests that women-owned businesses in the East Central region received Main Street Bounceback grants to a significantly higher degree than the national ownership rate suggests.

¹ Gallagher, Shaun. "Responding to Inequalities: Lifting up minority small business owners in Wisconsin". WTMJ-TV (Milwaukee), June 3, 2020. Accessed February 23, 2023. <https://www.tmj4.com/news/local-news/responding-to-inequalities-lifting-up-minority-small-business-owners-in-wisconsin>

DATA ANALYSIS *URBAN VS RURAL*

The East Central Wisconsin region has a diverse mix of urban and rural development. The highly urbanized areas of Oshkosh, Fond du Lac, and the Fox Cities extend around Lake Winnebago, while rural communities are located throughout all 10 counties in the region. Location data demonstrates a proportional distribution of Main Street Bounceback grants in urban and rural areas. For example, 60% of recipient businesses are located in urban areas and 40% are located in rural areas, which is consistent with the distribution of all existing businesses in the region (61% are urban and 39% are rural according to ESRI Business Analyst, 2022).

The map in Figure 5 shows the locations of Main Street Bounceback recipient businesses in relation to the urbanized areas of East Central Wisconsin. The rural recipients are dispersed across the region with clustering in cities such as Shawano (36 grants), New London (19 grants), Berlin (18 grants), Princeton (17 grants), Waupaca (15 grants), Clintonville (14 grants), Ripon (14 grants), and Wautoma (14 grants).

MSBB RECIPIENTS IN URBAN & RURAL AREAS

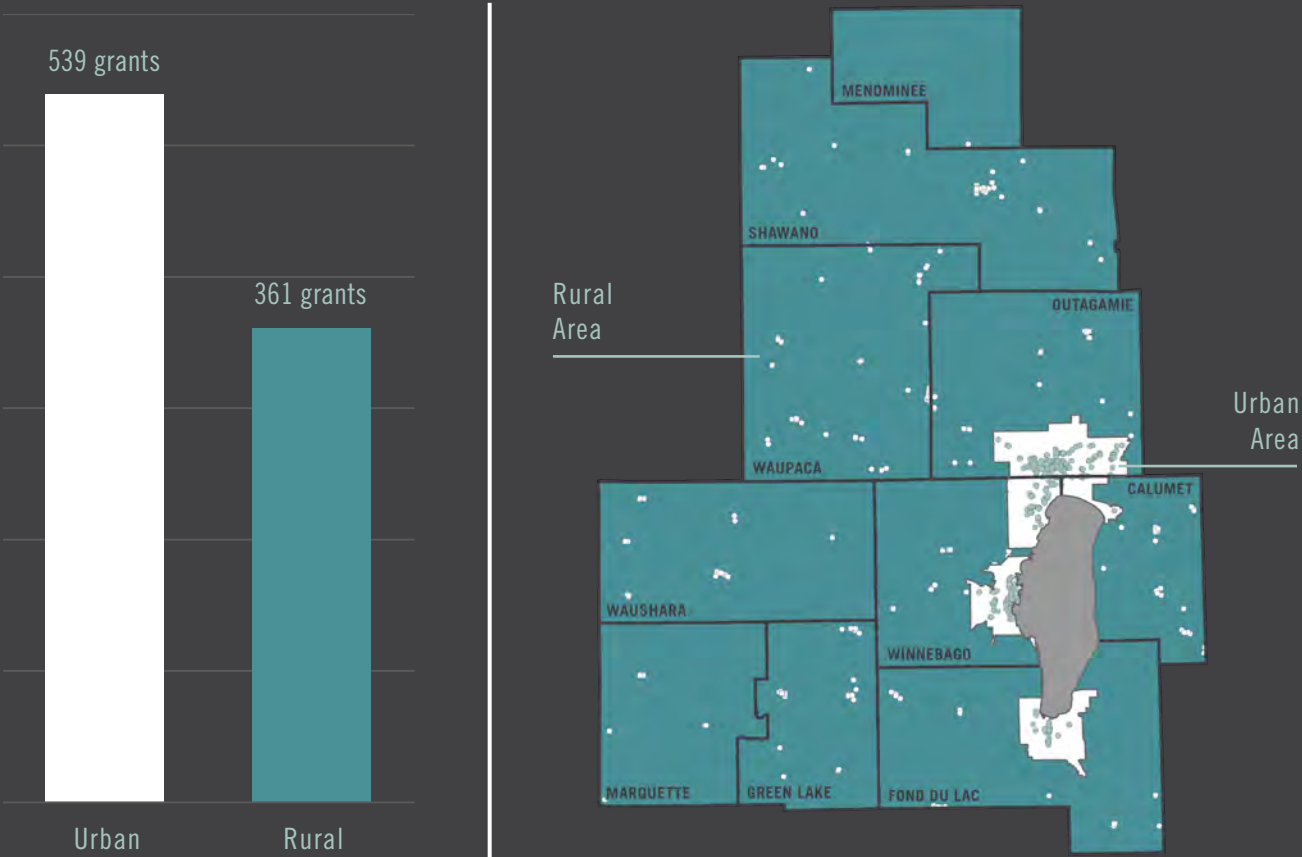


Figure 5. MSBB Recipients in Urban & Rural Areas in the East Central Wisconsin Region

CONCLUSION

The Wisconsin Main Street Bounceback Program provided a new incentive for businesses to fill vacant commercial and industrial buildings in Wisconsin. The program's results included making investments into Wisconsin's commercial and industrial building stock, occupying previously vacant buildings, and supporting new businesses and businesses with diverse ownership. Data from grant awards in the East Central region suggest that the program had strong but varying monthly demand and notable geographical distribution of awards in both urban and rural places. The award data also indicates that the program heavily supported new businesses as well as minority and women-owned businesses. The following pages of this report further analyze the final results of the regional Main Street Bounceback Program for each county in East Central Wisconsin.



Rustic Charm Salon in Chilton, WI



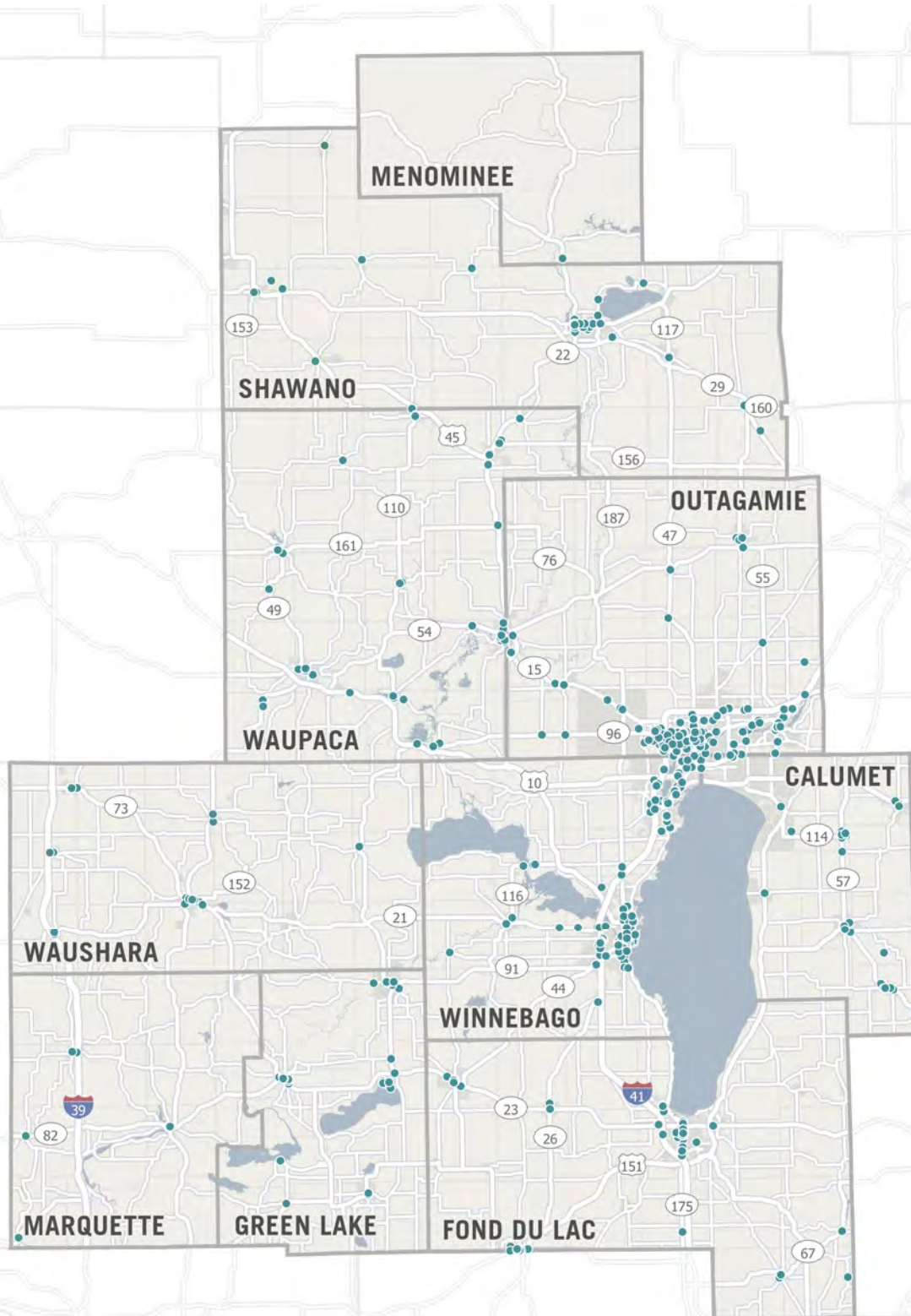
MAIN STREET BOUNCEBACK GRANT PROGRAM

DATA BY COUNTY

*Cellar District in Fond du Lac, WI
Source: Cellar District*

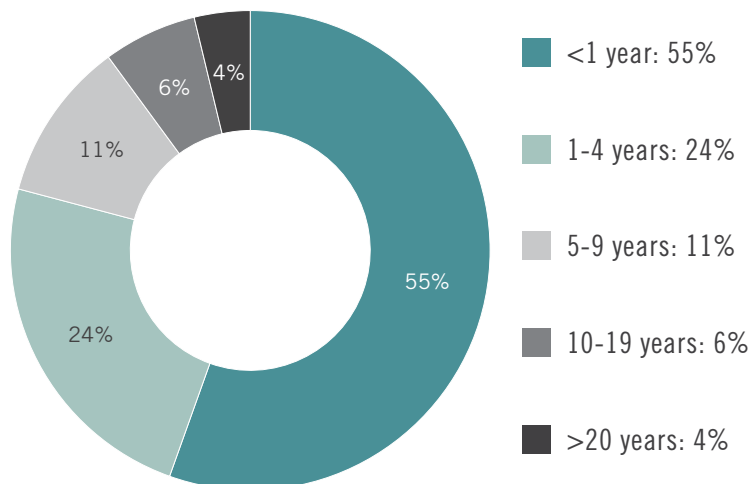
MAIN STREET BOUNCEBACK *EAST CENTRAL WI*

LOCATIONS OF RECIPIENT BUSINESSES

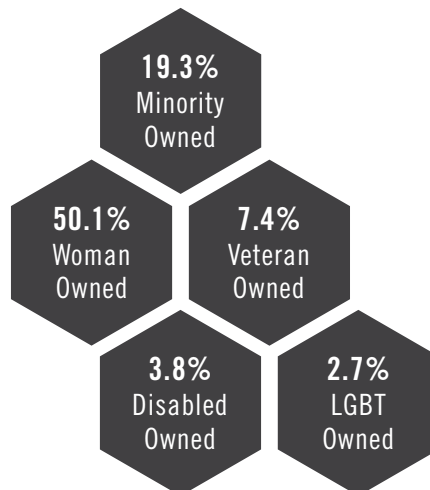


MAIN STREET BOUNCEBACK *EAST CENTRAL WI*

AGE OF RECIPIENT BUSINESSES



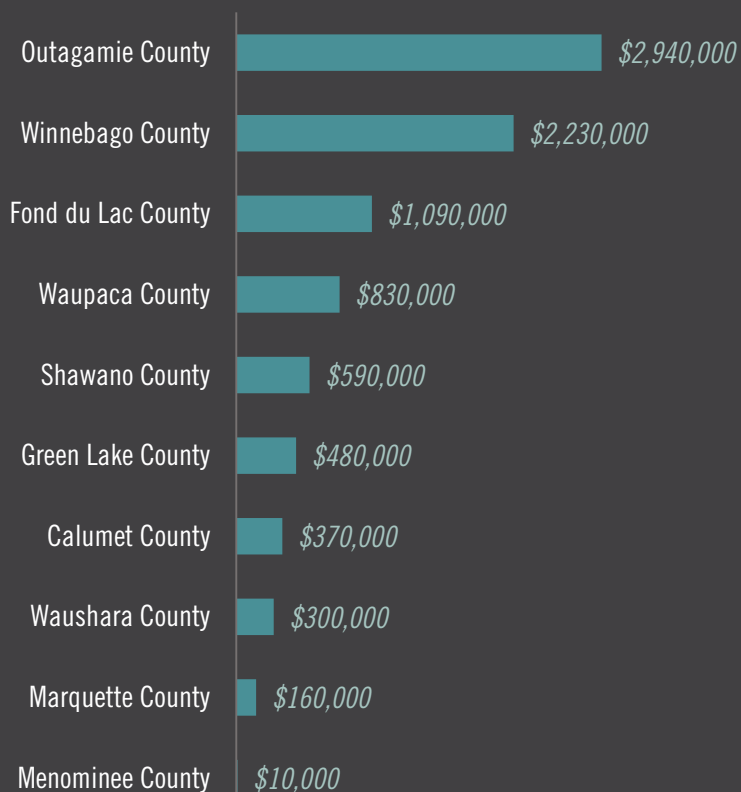
DEMOGRAPHICS OF RECIPIENT BUSINESSES



EAST CENTRAL WI QUICK FACTS

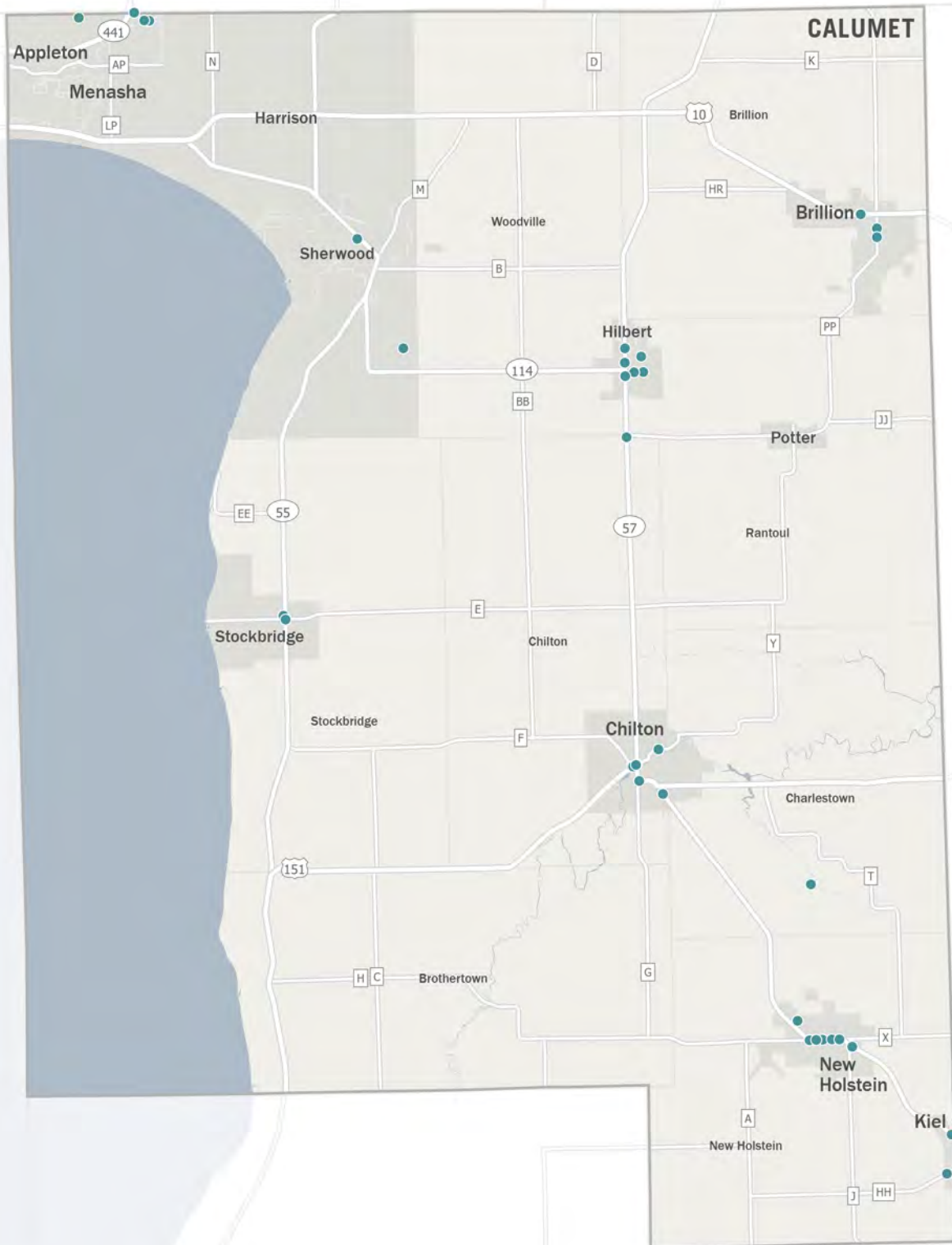


GRANT FUNDS ADMINISTERED BY COUNTY



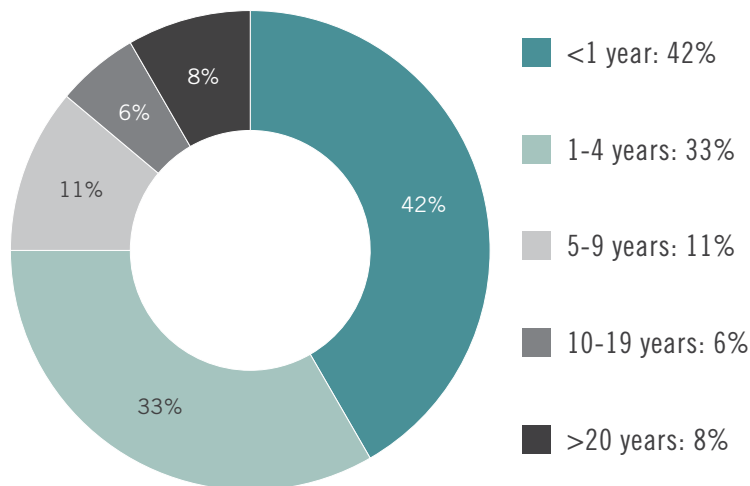
MAIN STREET BOUNCEBACK *CALUMET COUNTY*

LOCATIONS OF RECIPIENT BUSINESSES

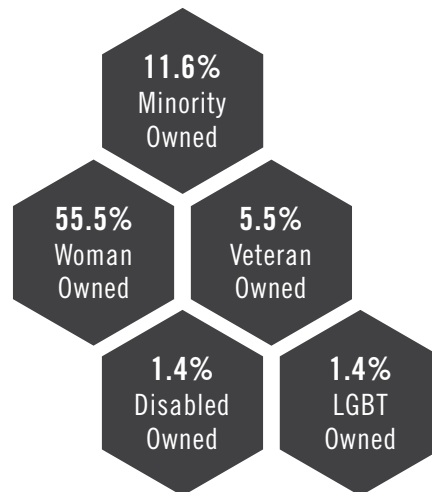


MAIN STREET BOUNCEBACK *CALUMET COUNTY*

AGE OF RECIPIENT BUSINESSES



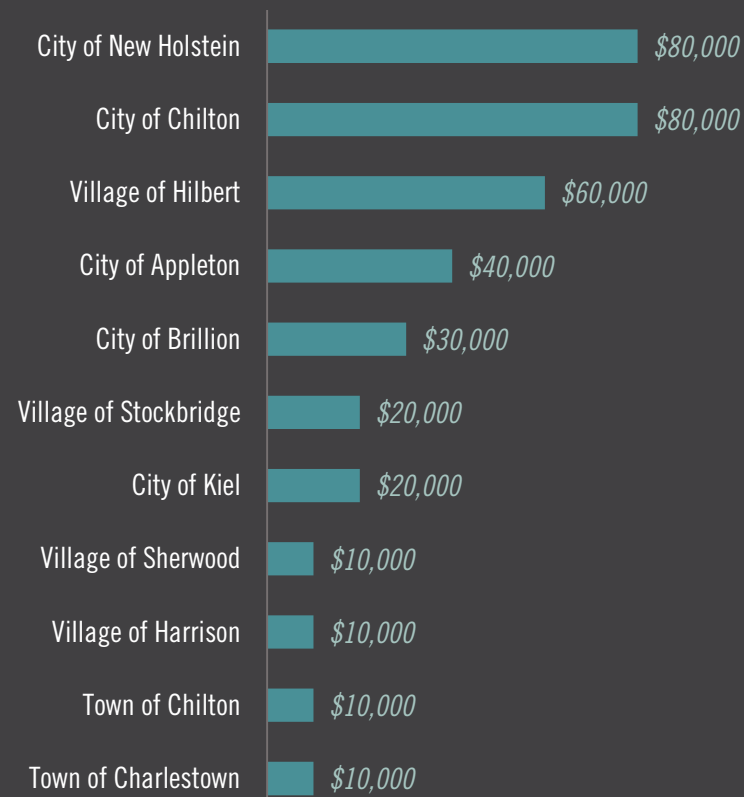
DEMOGRAPHICS OF RECIPIENT BUSINESSES



CALUMET COUNTY QUICK FACTS

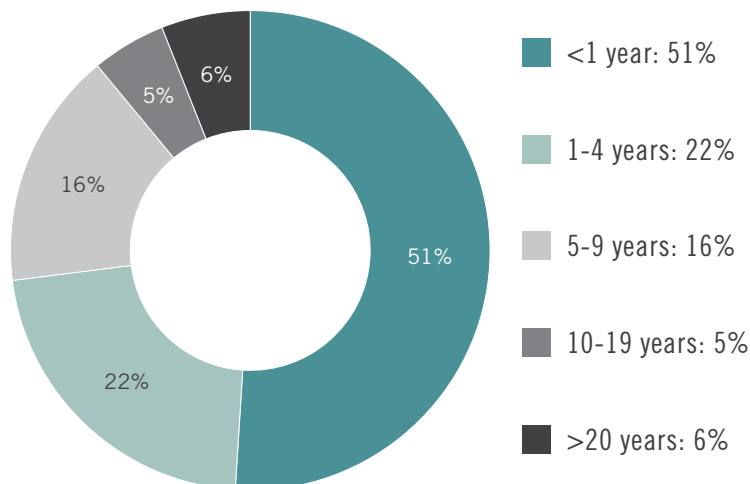


GRANT FUNDS ADMINISTERED BY MUNICIPALITY

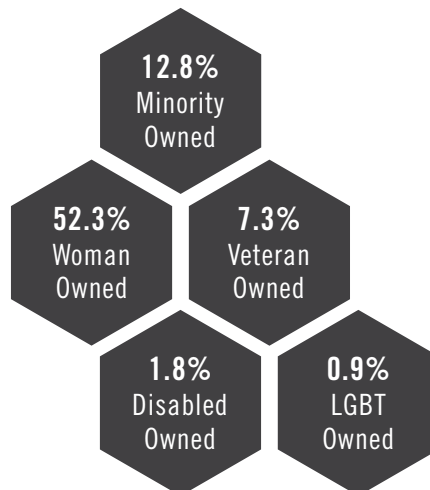


MAIN STREET BOUNCEBACK *FOND DU LAC COUNTY*

AGE OF RECIPIENT BUSINESSES



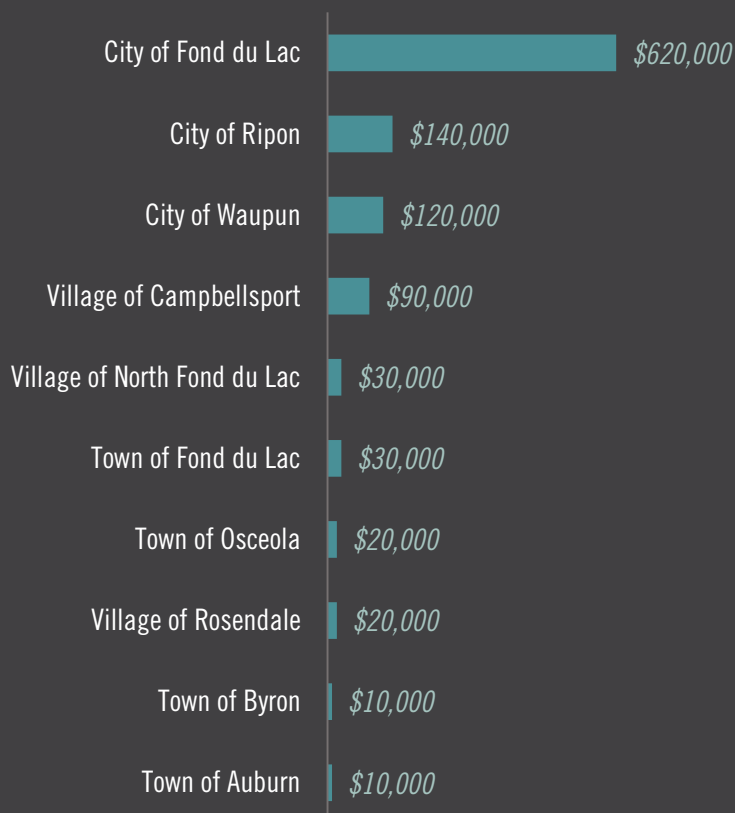
DEMOGRAPHICS OF RECIPIENT BUSINESSES



FOND DU LAC COUNTY QUICK FACTS

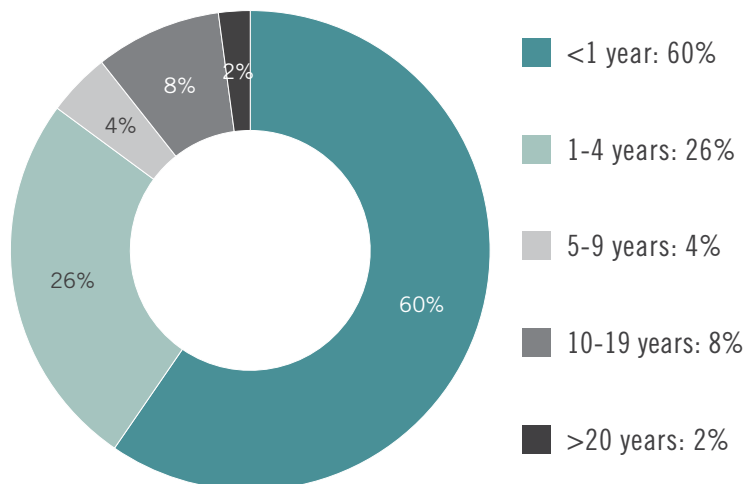


GRANT FUNDS ADMINISTERED BY MUNICIPALITY

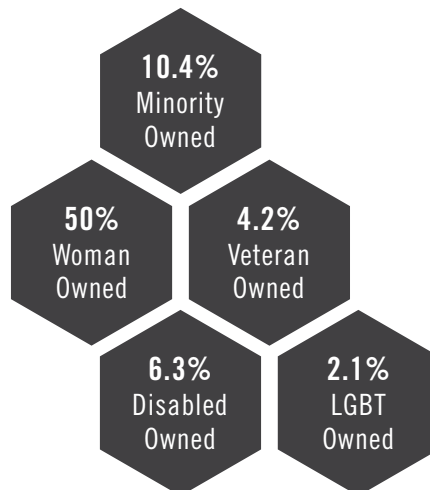


MAIN STREET BOUNCEBACK *GREEN LAKE COUNTY*

AGE OF RECIPIENT BUSINESSES



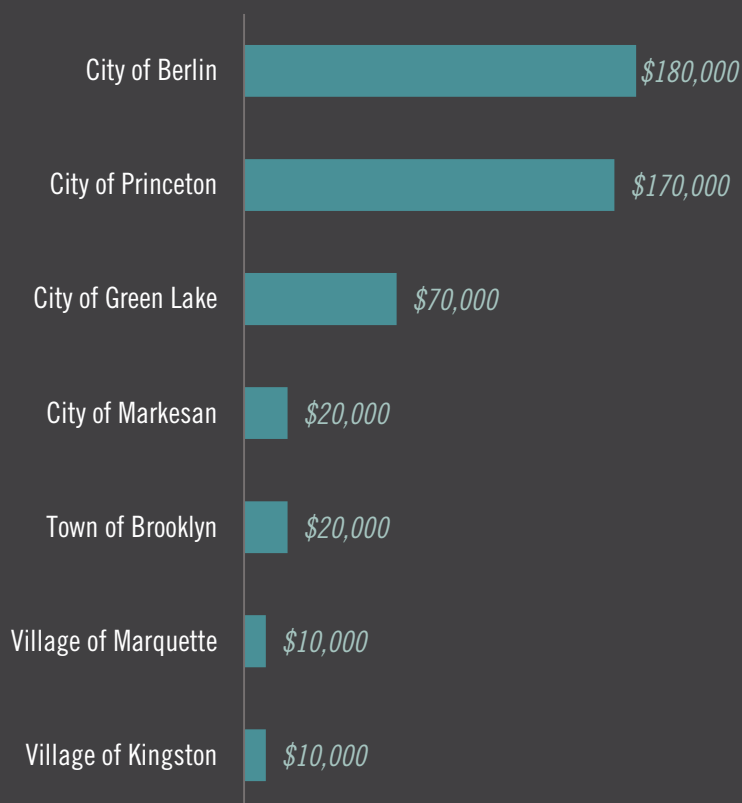
DEMOGRAPHICS OF RECIPIENT BUSINESSES



GREEN LAKE COUNTY QUICK FACTS

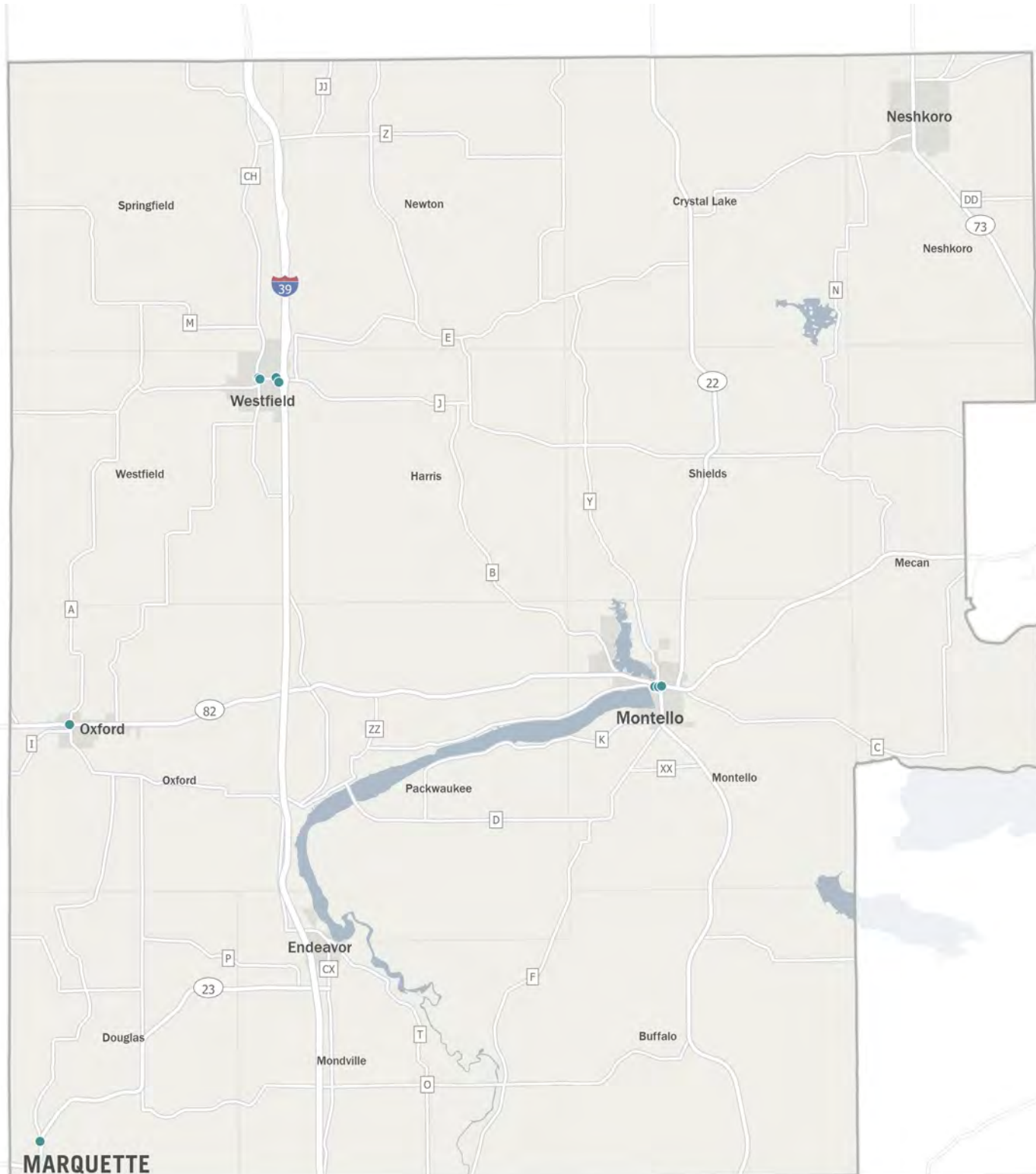


GRANT FUNDS ADMINISTERED BY MUNICIPALITY



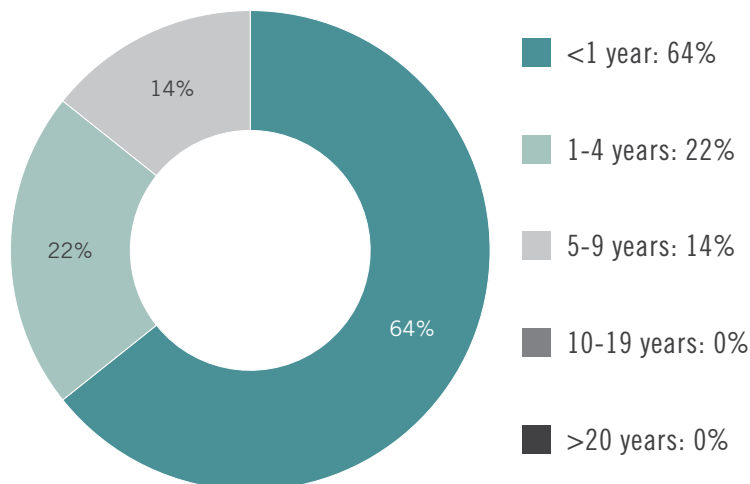
MAIN STREET BOUNCEBACK *MARQUETTE COUNTY*

LOCATIONS OF RECIPIENT BUSINESSES

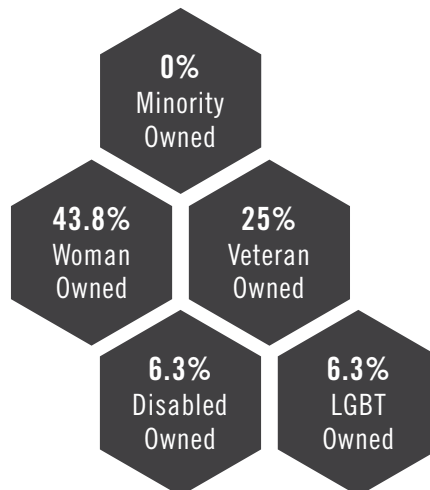


MAIN STREET BOUNCEBACK *MARQUETTE COUNTY*

AGE OF RECIPIENT BUSINESSES



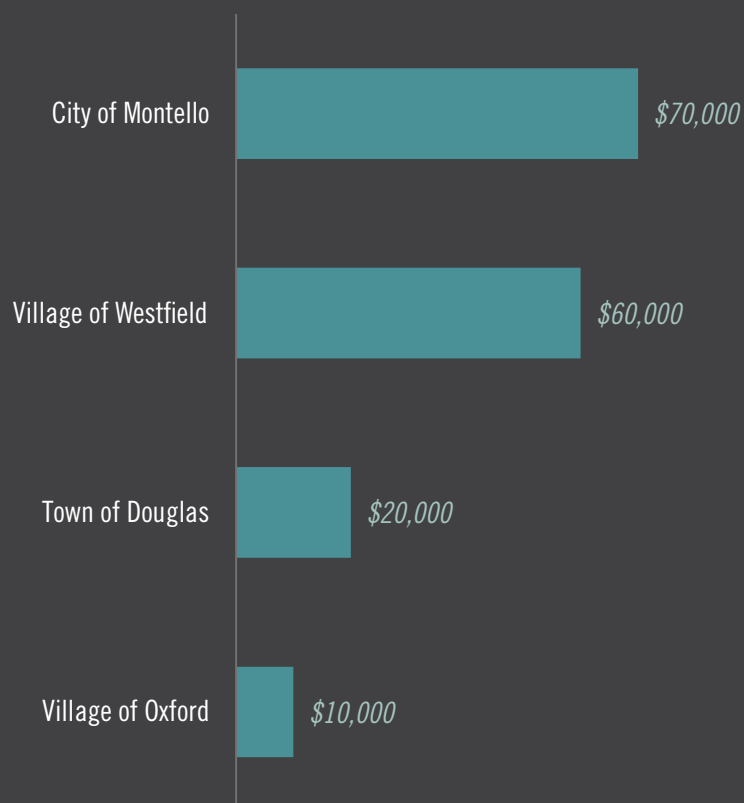
DEMOGRAPHICS OF RECIPIENT BUSINESSES



MARQUETTE COUNTY QUICK FACTS

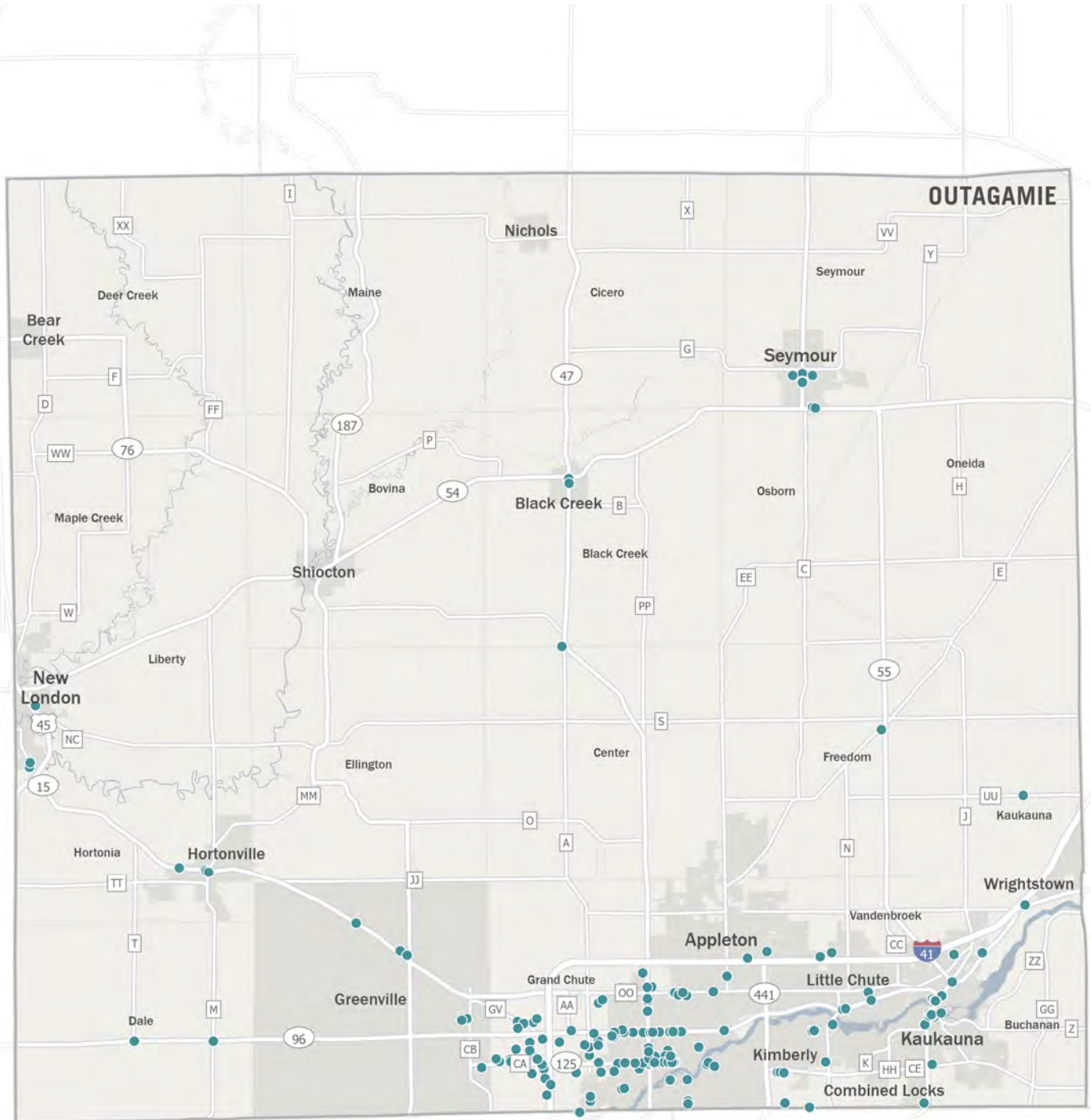


GRANT FUNDS ADMINISTERED BY MUNICIPALITY



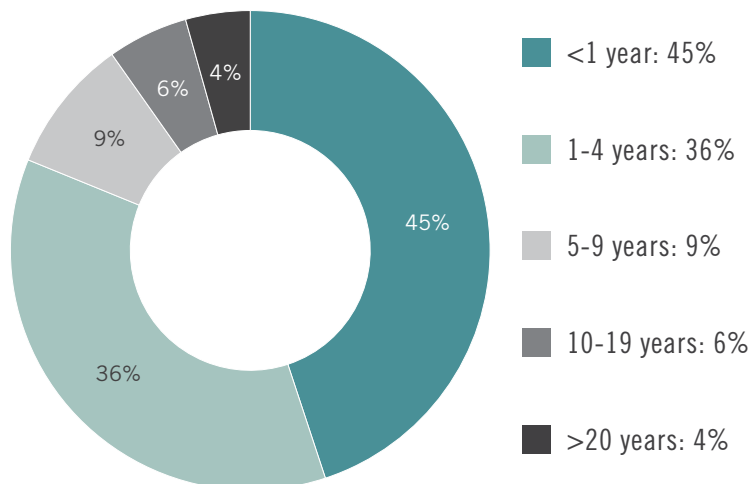
MAIN STREET BOUNCEBACK *OUTAGAMIE COUNTY*

LOCATIONS OF RECIPIENT BUSINESSES

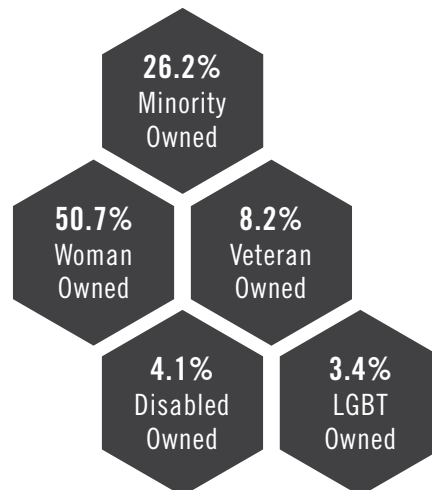


MAIN STREET BOUNCEBACK *OUTAGAMIE COUNTY*

AGE OF RECIPIENT BUSINESSES



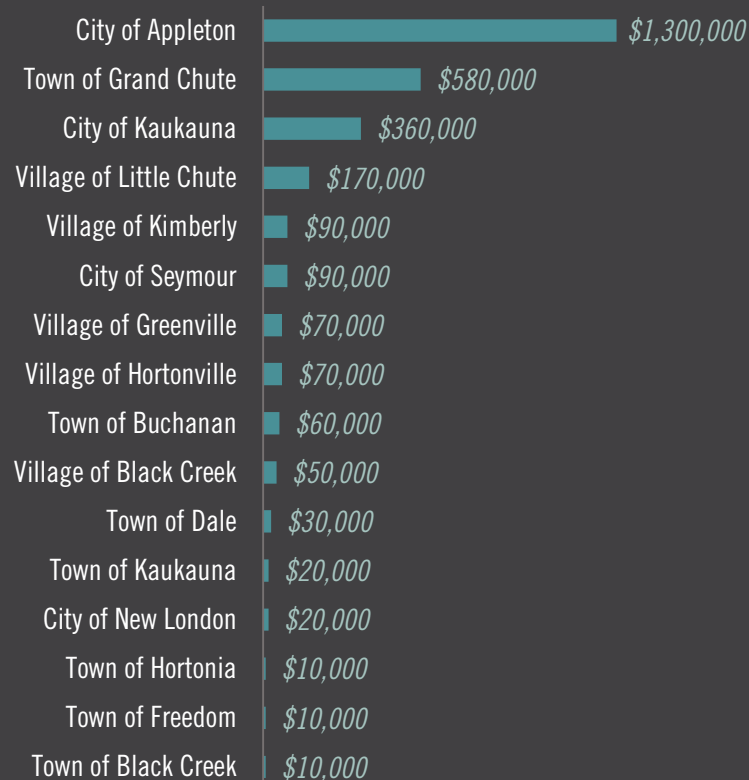
DEMOGRAPHICS OF RECIPIENT BUSINESSES



OUTAGAMIE COUNTY QUICK FACTS

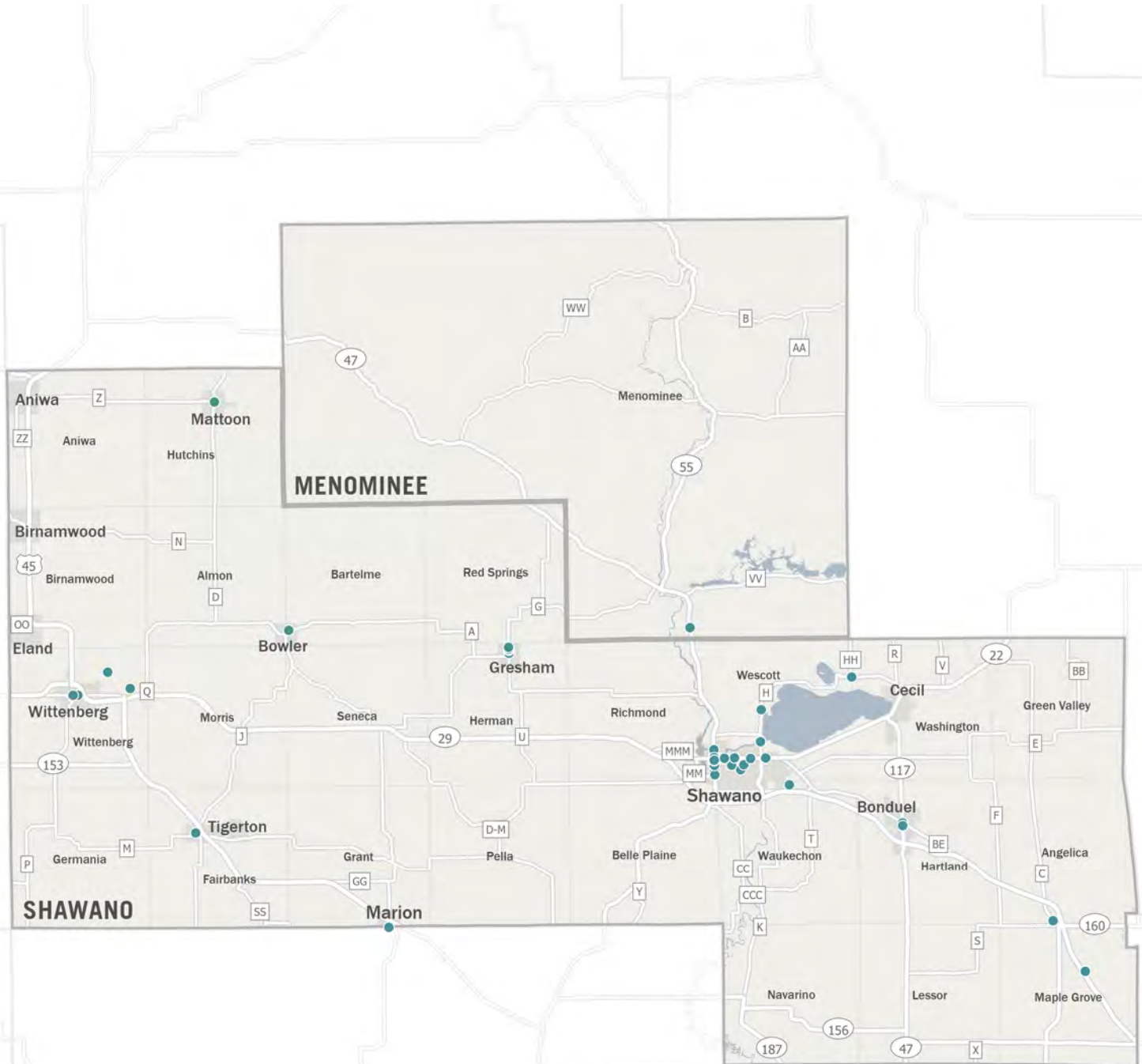


GRANT FUNDS ADMINISTERED BY MUNICIPALITY



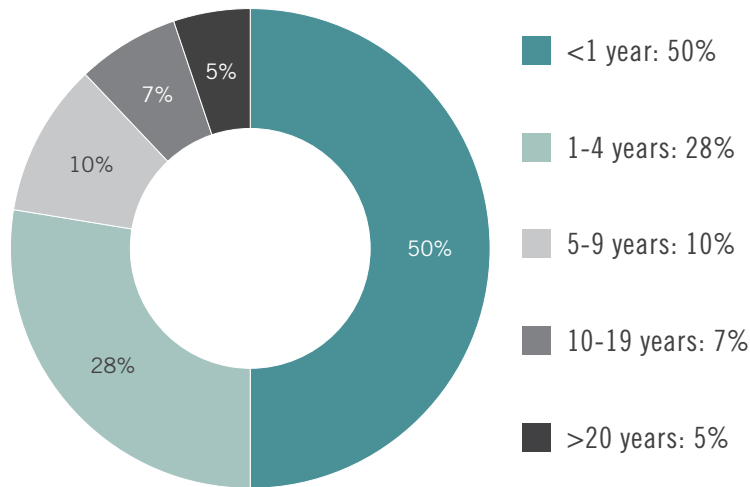
SHAWANO COUNTY & MENOMINEE COUNTY MAIN STREET BOUNCEBACK

LOCATIONS OF RECIPIENT BUSINESSES

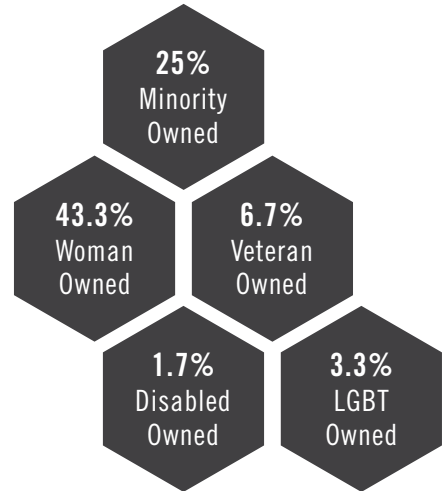


MAIN STREET BOUNCEBACK *SHAWANO COUNTY & MENOMINEE COUNTY*

AGE OF RECIPIENT BUSINESSES



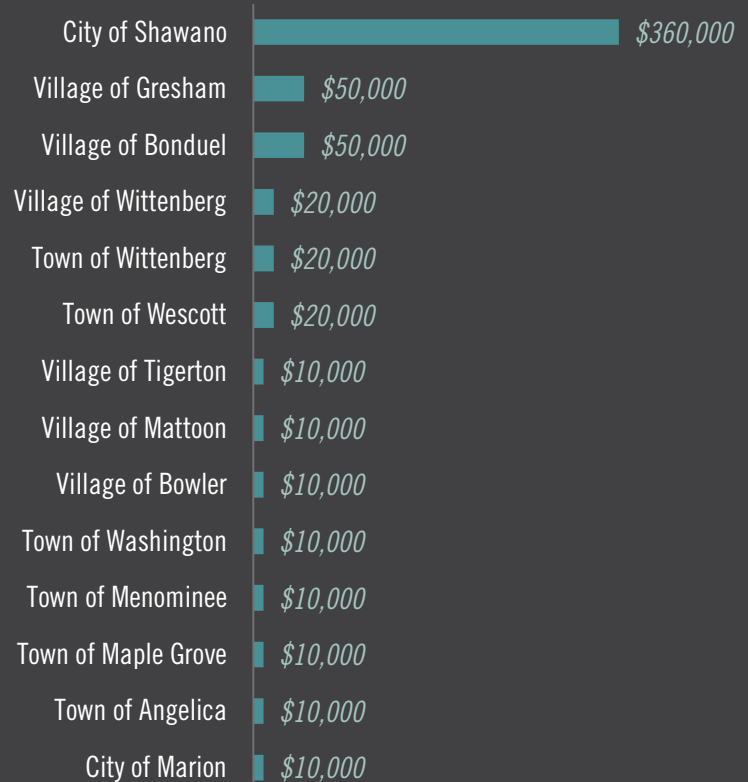
DEMOGRAPHICS OF RECIPIENT BUSINESSES



SHAWANO COUNTY & MENOMINEE COUNTY QUICK FACTS

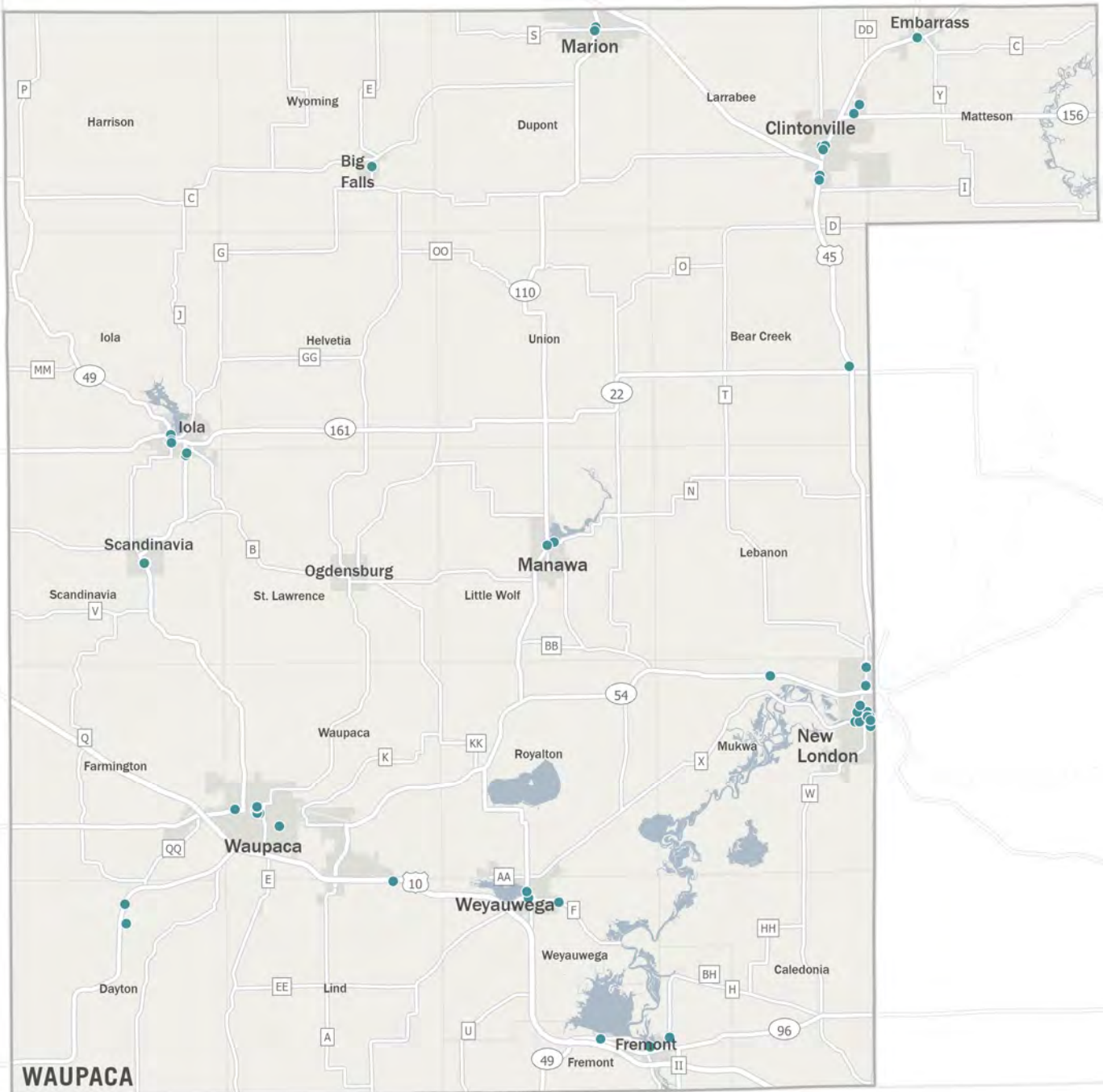


GRANT FUNDS ADMINISTERED BY MUNICIPALITY



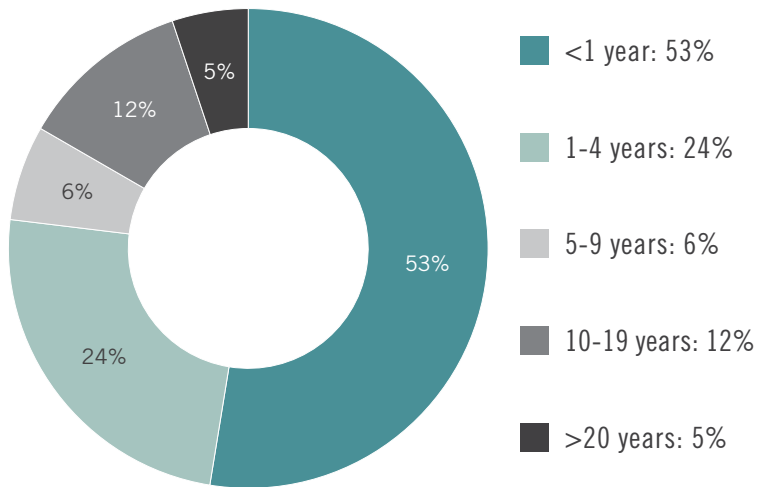
MAIN STREET BOUNCEBACK *WAUPACA COUNTY*

LOCATIONS OF RECIPIENT BUSINESSES

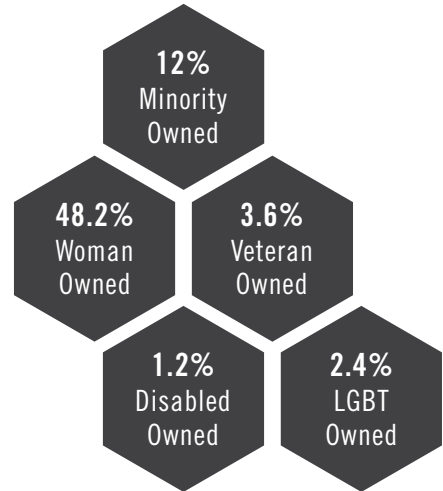


MAIN STREET BOUNCEBACK *WAUPACA COUNTY*

AGE OF RECIPIENT BUSINESSES



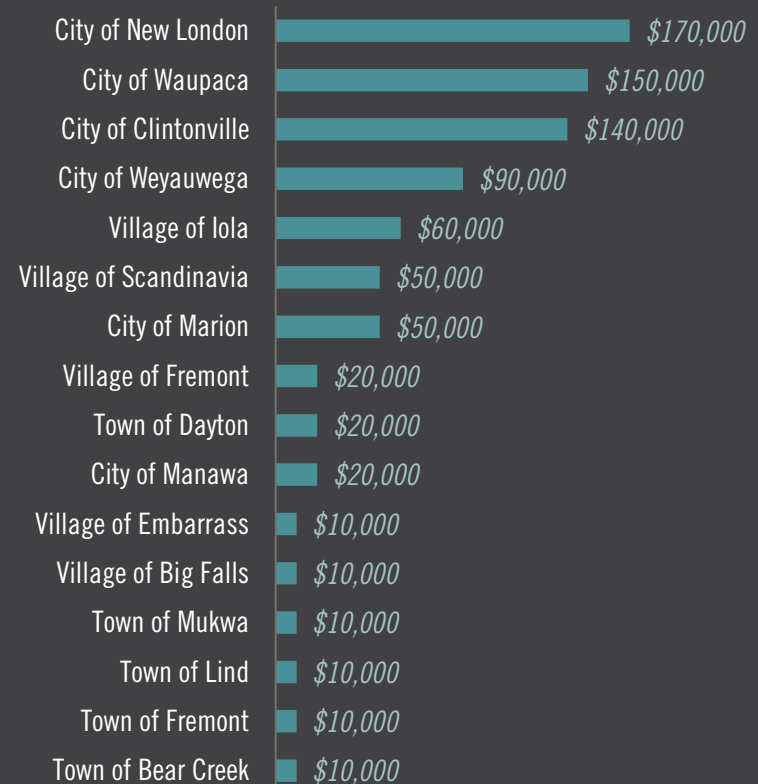
DEMOGRAPHICS OF RECIPIENT BUSINESSES



WAUPACA COUNTY QUICK FACTS



GRANT FUNDS ADMINISTERED BY MUNICIPALITY



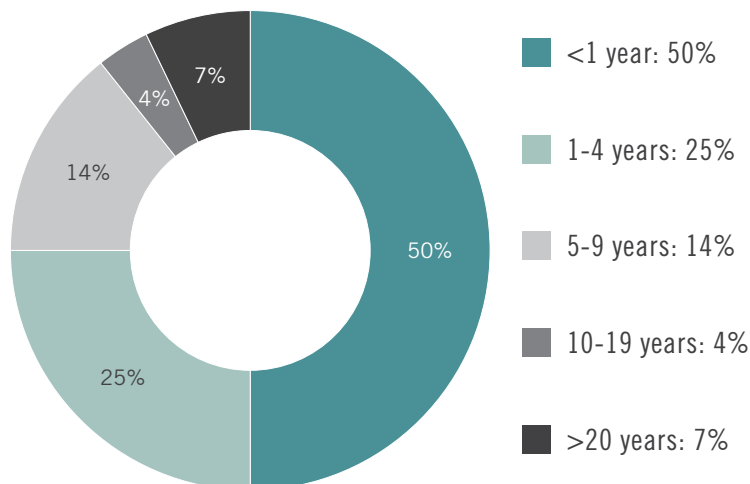
MAIN STREET BOUNCEBACK *WAUSHARA COUNTY*

LOCATIONS OF RECIPIENT BUSINESSES

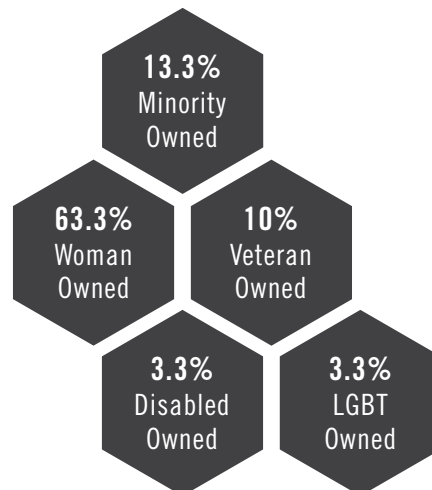


MAIN STREET BOUNCEBACK *WAUSHARA COUNTY*

AGE OF RECIPIENT BUSINESSES



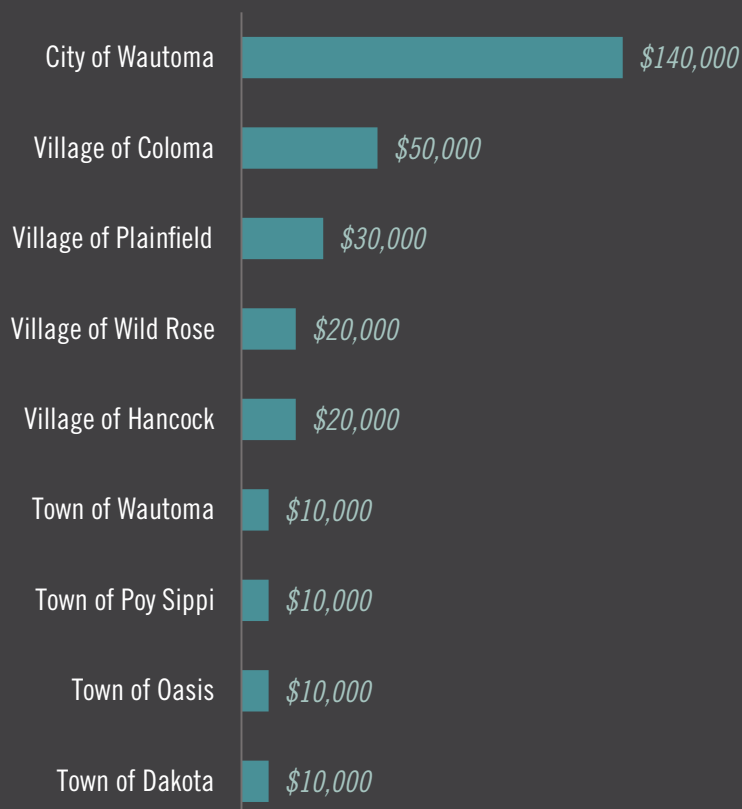
DEMOGRAPHICS OF RECIPIENT BUSINESSES



WASHARA COUNTY QUICK FACTS

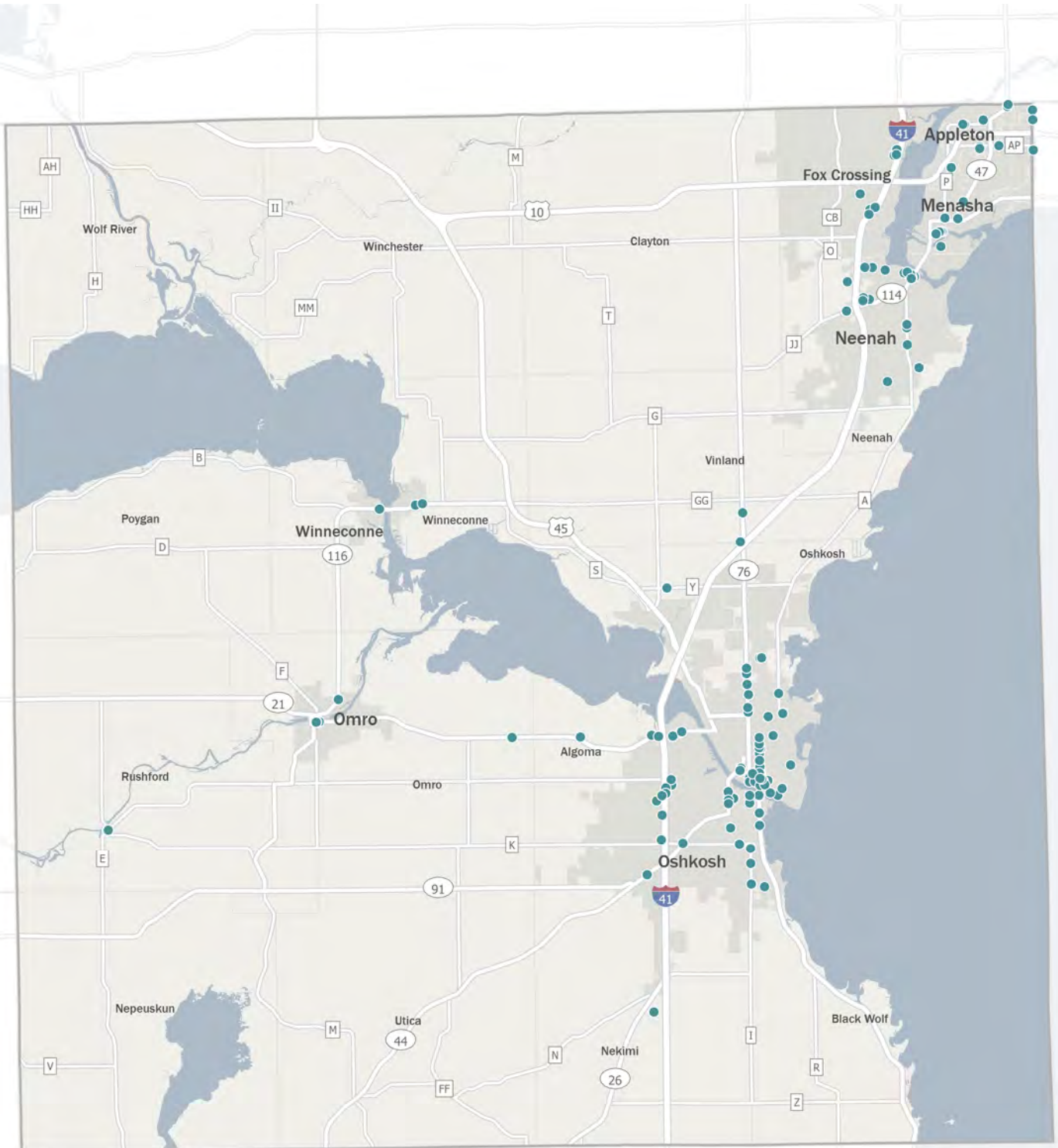


GRANT FUNDS ADMINISTERED BY MUNICIPALITY



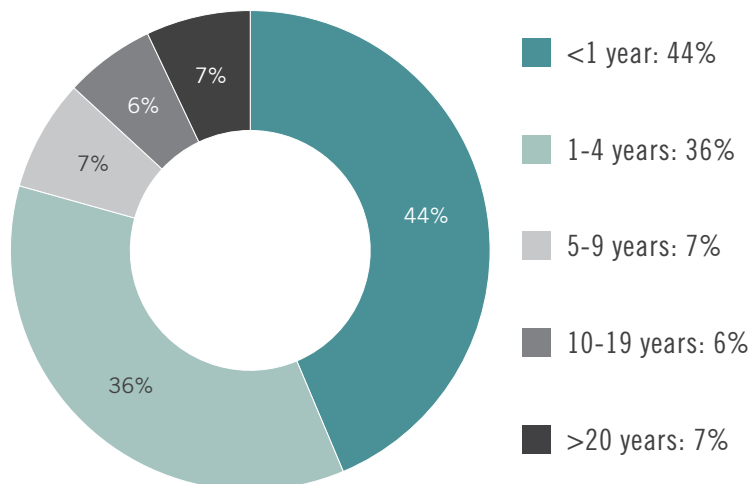
MAIN STREET BOUNCEBACK *WINNEBAGO COUNTY*

LOCATIONS OF RECIPIENT BUSINESSES

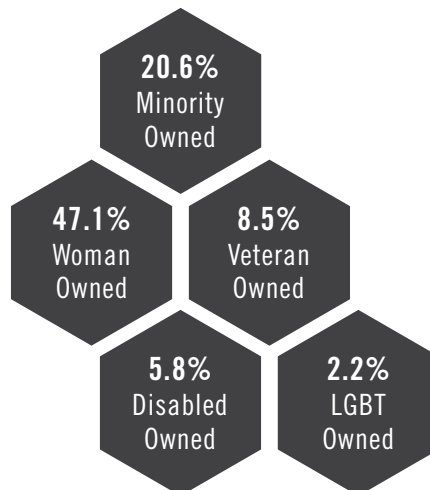


MAIN STREET BOUNCEBACK *WINNEBAGO COUNTY*

AGE OF RECIPIENT BUSINESSES



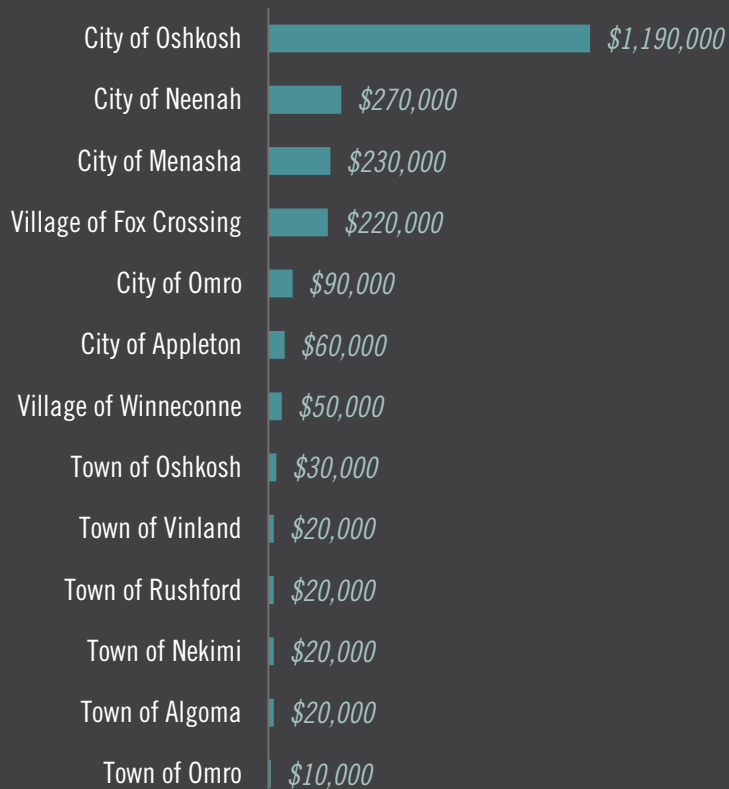
DEMOGRAPHICS OF RECIPIENT BUSINESSES



WINNEBAGO COUNTY QUICK FACTS



GRANT FUNDS ADMINISTERED BY MUNICIPALITY





Clothing
Home Decor
Homemade Goods

111



OVER 14
LOCAL FEMALE VENDORS



The Blend in Shawano, WI



Brewed. A Coffee Shop. in Clintonville, WI
Source: Brewed. A Coffee Shop.



ellinor in Appleton, WI
Source: ellinor

TO: Steering Committee
FROM: Melissa Kraemer Badtke, Executive Director
DATE: April 19, 2023
RE: Nominating Committee Communication

2022-2024 Commission Chair and Vice Chair

The Commission Chair and Vice Chair will remain the same through April, 2024.

Nominating Committee Recommendation: The Nominating Committee does not have a recommendation for Commission Chair and Vice Chair as they will remain the same through April, 2024.

2023-2024 Standing Committee Appointments

The Nominating Committee met on Monday, March 27 reviewed and discussed the Standing Committee Appointments. The Committee was in agreement with the consolidation of the three standing committees (Community Facilities Committee, Open Space Recreation/Environmental Management Committee, and Regional Comprehensive Plan Committee).

East Central staff developed the draft Standing Committee appointments (see attached) for the following Committees:

- Economic Development Committee
- Environmental Management Committee
- Transportation Committee

Staff included one Commissioner from each County on each of the Standing Committees. Fond du Lac County, Outagamie County and Winnebago County has additional Commission Board appointments due to the population thresholds as outlined in the Commission's By-laws.

At this time, the Committee approved the standing committee assignments as presented with the Committee consolidation.

Nominating Committee Recommendation: The Nominating Committee recommends the approval of the Standing Committee Appointments with the consolidation of the Committees as presented.

Table 3: Proposed 2023 -2024 Commission Consolidated Standing Committee Appointments

Standing Committee	Committee Member Number	County	Appointment Position	Name
Steering Committee	Committee member #1	Calumet County	County Bd Chair	Alice Connors
	Committee member #2	Fond du Lac County	County Bd Chair	Sam Kaufman
	Committee member #3	Menominee County	County Bd Chair	Jeremy Johnson
	Committee member #4	Outagamie County	County Bd Chair	Jeff Nooyen
	Committee member #5	Shawano County	County Bd Chair	Tom Kautza
	Committee member #6	Waupaca County	County Bd Chair	Dick Koeppen
	Committee member #7	Winnebago County	County Bd Chair	Tom Egan / Alt. David Albrecht
Environmental Management Committee	Committee member #1	Calumet County	Mayor of Largest City - Chilton	Tom Reinl / Alt. David DeTroye
	Committee member #2	Fond du Lac County	County Board Appt. #1	Brenda Schneider
	Committee member #3	Menominee County	County Board Chair	Elisabeth Moses / Alt. Jeremy Johnson
	Committee member #4	Outagamie County	County Board Chair	Jeff Nooyen
	Committee member #5	Outagamie County	County Executive	Thomas Nelson / Alt. Kevin Englebert
	Committee member #6	Shawano County	County Bd. Appt.	Ken Capelle
	Committee member #7	Waupaca County	Mayor of the Largest City - Waupaca	Brian Smith / Alt. Aaron Jenson
	Committee member #8	Winnebago County	County Board Chair	Tom Egan / Alt. David Albrecht
	Committee member #9	Winnebago County	County Board Appt #2	Bob Schmeichel
Economic Development Committee	Committee member #1	Calumet County	County Board Chair	Alice Connors
	Committee member #2	Fond du Lac County	County Executive	Sam Kaufman
	Committee member #3	Outagamie County	Mayor of Largest City - Appleton	Jake Woodford / Alt. Kara Homan
	Committee member #4	Outagamie County	County Board Appt. #1	Nadine Miller
	Committee member #5	Menominee County	County Board Supervisor	Vacant
	Committee member #6	Waupaca County	County Board Supervisor	DuWayne Federwitz
	Committee member #7	Shawano County	County Board Supervisor	Steve Gueths
	Committee member #8	Winnebago County	County Executive	Jon Doemel / Alt. Jerry Bougie
	Committee member #9	Winnebago County	Mayor of Largest City - Oshkosh	Lori Palmeri / Alt. Mark Rohloff
Transportation Committee	Committee member #1	Calumet County*	County Board Supervisor	Nick Kesler
	Committee member #2	Fond du Lac County*	County Board Chair	Steve Abel / Alt. John Zorn
	Committee member #3	Fond du Lac County	City Council President	Patrick Mullen
	Committee member #4	Menominee County	County Bd. Appt.	Stephan Grochowski
	Committee member #5	Outagamie County*	County Board Appt. #2	Lee Hammen
	Committee member #6	Shawano County	County Board Chair	Tom Kautza
	Committee member #7	Waupaca County	County Board Chair	Dick Koeppen
	Committee member #8	Winnebago County*	County Board Appt. #1	Robert Keller
	Committee member #9	Ex-Officio	Valley Transit	Ronald McDonald
	Committee member #10	Ex-Officio	WisDOT-NE Region	Scott Nelson

*County contains a portion of a Metropolitan Planning Organization.

Balance Sheet

As of 3/31/2023

	3/31/2023	3/31/2022
ASSETS		
CASH & CASH EQUIVALENTS		
1000-01 CASH-AssocBank Main Checking	\$ 73,547.85	\$ 92,121.45
1000-03 CASH-Associated Benefit Account	18,982.47	2,573.92
1000-05 CASH-AssocBank Money Market	581,834.52	445,272.63
1000-06 CASH-WEDC Checking	72,825.90	1,374,708.04
1010-00 STATE TREASURER-LOCAL GOVT PL	265,281.36	258,303.03
1020-00 PETTY CASH	100.00	100.00
Total CASH & CASH EQUIVALENTS:	1,012,572.10	2,173,079.07
RECEIVABLES		
1100-00 ACCOUNTS RECEIVABLE	321,051.85	437,847.08
1130-00 DEFERRED REVENUE/NR135 CARRYOVER	-6,381.84	-40,800.33
1140-00 OTHER DEFERRED REVENUE	-10,860.14	-1,378,643.94
Total RECEIVABLES:	303,809.87	-981,597.19
PREPAIDS & DEPOSITS		
1200-00 PREPAID & DEPOSITS	21,291.24	19,835.68
1210-00 DEFERRED OUTFLOWS	1,093,313.10	822,649.02
Total PREPAIDS & DEPOSITS:	1,114,604.34	842,484.70
CAPITAL EQUIPMENT		
1400-00 COMPUTERS, EQUIPMENT & OTHER FIXED ASSETS	274,393.47	168,861.90
1405-00 ACCUM. DEPREC	-164,197.04	-153,825.81
1420-00 CAPITAL LEASE ASSET	98,010.09	218,963.52
1425-00 ACCUM. DEPREC. CAPITAL LEASE ASSET	-73,381.56	-23,929.12
Total CAPITAL EQUIPMENT:	134,824.96	210,070.49
OTHER ASSETS		
1500-00 NET PENSION ASSET	530,175.94	450,470.94
Total ASSETS:	\$ 3,095,987.21	\$ 2,694,508.01
LIABILITIES		
ACCOUNTS PAYABLE		
2000-00 ACCOUNTS PAYABLE	\$ 114,085.69	\$ 127,126.89
ACCRUED LIABILITIES		
2110-00 PAYROLL TAXES PAYABLE	15,217.19	13,154.34
2160-00 ACCRUED ANNUAL LEAVE	21,058.39	22,469.24
2178-00 FLEX SPENDING ACCOUNT (FSA) PAYABLE	2,465.38	439.47
2210-00 DEFERRED INFLOWS	1,359,836.00	1,024,361.00
Total ACCRUED LIABILITIES:	1,398,576.96	1,060,424.05
NOTES PAYABLE		
2305-00 CAPITAL LEASE PAYABLE	44,770.73	195,580.10
Total NOTES PAYABLE:	44,770.73	195,580.10
OTHER LIABILITIES		
2400-00 NET OTHER POST-EMPLOYMENT BENEFIT	130,409.00	244,381.00
Total LIABILITIES:	1,687,842.38	1,627,512.12
NET POSITION		
2900-00 Retained Earnings-Current Year	283,152.80	282,483.24
2900-00 RETAINED EARNINGS - PRIOR	1,030,843.03	770,503.65
2910-00 INVESTMENTIN FIXED ASSETS	94,149.00	14,009.00
Total NET POSITION:	1,408,144.83	1,066,995.89
Total LIABILITIES & NET POSITION:	\$ 3,095,987.21	\$ 2,694,508.01

[illegible]

March 31, 2023 PROJECT UPDATE

Project	Start Date	End Date	Approved Budget	Total \$ Budget	Total \$ Spent	% Remain	Total Hrs Budget	Hrs Spent	Hrs Remain	% Remain
1105-023: Regional Comprehensive Planning Committee	1/1/2023	12/31/2023	5,000	5,000	111	97.79%	46.00	1.50	44.50	96.74%
1140-023: Regional Comprehensive Plan Update	1/1/2023	12/31/2023	56,000	56,000	4,016	92.83%	822.00	64.00	758.00	92.21%
1205-023: Community Facilities Committee Coordination	1/1/2023	12/31/2023	7,250	152,245	34,635	77%	82.00	24.00	58.00	70.73%
1231-023: Sewer Service Area Plan Promotion, Implementation	1/1/2023	12/31/2023	144,995				1845.00	461.25	1383.75	75.00%
1311-023: FC/Osh Program Administration and Support	1/1/2023	12/31/2023	95,000	906,844	144,299	84%	709.00	114.50	594.50	83.85%
1312-023: FC/Osh Fox Cities/Oshkosh LRTLUP	1/1/2023	12/31/2023	180,000				421.00	483.50	-62.50	-14.85%
1313-023: NE Region Travel Demand Model Implementation	1/1/2023	12/31/2023	80,228				834.00	224.25	609.75	73.11%
1321-023: FC/Osh - Short Range/Congestion Management	1/1/2023	12/31/2023	161,283				1062.00	274.50	787.50	74.15%
1322-023: FC/Osh - Transportation Improvement Program	1/1/2023	12/31/2023	75,920				1068.00	233.00	835.00	78.18%
1323-023: FC/Osh Multi-modal/Transportation Alternatives	1/1/2023	12/31/2023	159,718				1605.00	514.00	1091.00	67.98%
1324-023: FC/Osh Transit	1/1/2023	12/31/2023	154,695				931.00	168.00	763.00	81.95%
1311-023A: FC/Osh Program Administration and Support	1/1/2023	12/31/2023	15,000	132,000	45,347	66%	48.00	19.25	28.75	59.90%
1312-023A: FC/Osh Fox Cities/Oshkosh LRTLUP	1/1/2023	12/31/2023	17,000				280.00	281.75	-1.75	-0.63%
1324-023A: FC/Osh Transit	1/1/2023	12/31/2023	100,000				0.00	0.00	0.00	#DIV/0!
1331-023: Regional Transportation Administration	1/1/2023	12/31/2023	16,555	89,661	11,902	87%	113.00	2.75	110.25	97.57%
1332-023: Regional Transportation Tech Assistance	1/1/2023	12/31/2023	58,259				834.00	65.50	768.50	92.15%
1333-023: Regional Comprehensive Planning	1/1/2023	12/31/2023	14,846				132.00	99.50	32.50	24.62%
1341-023: FDL- Prgm Administration and Support	1/1/2023	12/31/2023	26,058	225,000	24,407	89%	190.00	27.00	163.00	85.79%
1342-023: FDL LRTLUP	1/1/2023	12/31/2023	67,122				652.00	183.00	469.00	71.93%
1343-023: FDL Short Range/Congestion Mngmt	1/1/2023	12/31/2023	63,947				689.00	63.00	626.00	90.86%
1344-023: FDL Transportation Improvement Program	1/1/2023	12/31/2023	25,426				359.00	59.25	299.75	83.50%
1345-023: FDL - Transit	1/1/2023	12/31/2023	18,930				213.00	6.75	206.25	96.83%
1346-023: FDL Travel Model Improvement Program	1/1/2023	12/31/2023	23,517				396.00	0.75	395.25	99.81%
1381-023: Regional SRTS	1/1/2023	12/31/2023	345,000	477,000	105,755	78%	5240.00	1288.00	3952.00	75.42%
1383-023: Events and Programs	1/1/2023	12/31/2023	40,000				0.00	0.00	0.00	#DIV/0!
1384-023: Communications and Education Materials	1/1/2023	12/31/2023	50,000				0.00	0.00	0.00	#DIV/0!
1386-023: Youth Engagement Program	1/1/2023	12/31/2023	15,000				148.00	0.00	148.00	100.00%
1390-023: Workshops	1/1/2023	12/31/2023	5,000				49.00	0.00	49.00	100.00%
1391-023: Evidence Based Practices and Research	1/1/2023	12/31/2023	22,000				49.00	2.75	46.25	94.39%
1405-023: Open Space & Environmental Management	1/1/2023	12/31/2023	1,794	1,794	273	85%	30.00	4.00	26.00	86.67%
1511-023: Planning Partnership Grant Administration	1/1/2023	12/31/2023	15,799	172,799	29,539	83%	144.00	79.75	64.25	44.62%
1512-023: CEDS Implementation	1/1/2023	12/31/2023	51,500				427.00	80.25	346.75	81.21%
1513-023: Annual Comprehensive Economic Development	1/1/2023	12/31/2023	50,000				642.00	55.25	586.75	91.39%
1516-023: EMSI Analysis Services	1/1/2023	12/31/2023	20,000				228.00	25.50	202.50	88.82%
1517-023: Support/Participation in Local/Regional	1/1/2023	12/31/2023	21,000				230.00	53.50	176.50	76.74%
1520-023: EDA Technical Assistance - To be Determined	1/1/2023	12/31/2023	14,500				148.00	27.00	121.00	81.76%
1561-023: EDA CARES Act Administration	1/1/2023	12/31/2023	9,488	75,488	15,931	79%	33.00	6.00	27.00	81.82%
1562-023: CARES Act Disaster Recov & Econ R	1/1/2023	12/31/2023	53,000				302.00	169.75	132.25	43.79%
1563-023: CARES Act: ECWRPC Continuity Plan	1/1/2023	12/31/2023	7,000				31.00	19.00	12.00	38.71%
1565-023: CARES Act: COVID-19 Response Te	1/1/2023	12/31/2023	6,000				49.00	24.50	24.50	50.00%
1621-023: NR-135 Non-Metallic Mine Reclamation	1/1/2023	12/31/2023	143,503	143,503	47,882	67%	1527.00	398.75	1128.25	73.89%
2454-023: T Greenville Mining Inspection	1/1/2023	6/30/2022	750	750	-	100%	8.00	0.00	8.00	100.00%
2459-023: City of Chilton Comprehensive Plan	6/1/2022	6/30/2023	29,542	29,542	6,885	77%	362.00	98.25	263.75	72.86%
2461-023 GO Transit Development Plan	9/1/2022	12/31/2023	130,468	130,468	5,636	96%	114.00	93.00	21.00	18.42%
TOTALS							23092.00	5796.25	17295.75	74.90%

TO: Steering Committee
FROM: Melissa Kraemer Badtke, Executive Director and Sara Otting, Controller
DATE: March 6, 2023
RE: Discussion regarding the updates to the Employee Manual

Over the last year, the leadership team has updated the Commission's personnel policies document, now referred to as the employee manual. The last update for the Commission's Personnel Policies document was in August, 2019. The new employee manual has been re-formatted, policies have been clarified, and policy updates have been made. In addition, the leadership team included policies that were approved through separate resolutions in the updated version of the employee manual, so that there is a one document that contains a comprehensive list of the policies that employees can review. The employee manual has been reviewed and vetted through legal counsel and staff worked with legal counsel on any modifications that would impact the Commission's procedures, processes, and policies.

Outlined below are a few of the updates that can be found in the employee manual document.

- **Paid Parental Leave Policy:** A new policy that is included in the employee manual, is the paid parental leave policy. Currently, Commission employees need to use their sick and vacation time for the birth of a child or placement of a child through adoption or foster care. Challenges with the current leave policy is that new employees receive two weeks of vacation annually and twelve days of sick time, which can't be used in advance. This makes it incredibly challenging to accumulate enough time off to have paid time off with the birth of a child or placement of a child through adoption or foster care. Paid parental leave is one benefit that the Commission could offer to help to offset the amount of sick and vacation time staff are using for paid parental leave.

The leadership team is proposing a paid parental leave policy, which provides an employee up to two weeks of paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care.

The financial commitment to the Commission would vary year to year and from employee to employee. The average the cost will be about \$2,500 for two weeks per employee and would have a minimal impact to the Commission's indirect cost rate. The leadership team believes a paid parental leave policy could be an important benefit to attract and retain younger employees with minimal impact to the Commission.

- **Years of Service Bonuses:** As part of the total rewards strategy developed by the leadership team, we included a years of service bonus for staff members who remain at the Commission for 20+ years. This would be utilized as a retainment tool for the staff who remain at the Commission and are able to share their institutional knowledge. This is an item that staff would like to discuss with the steering committee.
- **Leave of Absences due to Illness or Disability:** The policy remains the same for this section, however, the title was adjusted to the leave of absences due to illness or disability per legal counsel's recommendation.

Moving forward, the employee manual will be reviewed annually by Commission leadership and legal counsel and any modifications or revisions will be brought to the Steering Committee and the Commission board for their consideration. The leadership team has included a copy of the updated employee manual for your review.

Staff Recommendation: Staff does not have a recommendation at this time, however, the leadership team would appreciate any feedback, revisions, or suggestions regarding the employee manual. It is anticipated that the employee manual will be brought back to the Steering Committee in April for consideration.



EMPLOYEE MANUAL

As amended on April xx, 2023

Adopted:

November 8, 1979

Revised:

April 11, 1985

April 10, 1986

January 9, 1989

November 15, 1991

September 10, 1992

November 6, 1997

March 13, 2000

June 1, 2002

January 11, 2007

January 12, 2012

November 14, 2013

December 14, 2017

August 16, 2018

August 29, 2019

Effective Date: April 26, 1990 as amended July 27, 1990; July 26 and October 25, 1991; January 26, 1996; April 25, 1997; October 31, 1997; January 26, 2001; October 31, 2003; July, 2005; January, 2006; April 25, 2008, January 30, 2009, January 27, 2012; October 28, 2016, and July 26, 2019.

Welcome

Welcome to East Central Wisconsin Regional Planning Commission! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Commission's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, East Central Wisconsin Regional Planning Commission will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the Commission's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or contact the Controller.

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Employee Handbook Acknowledgement and Receipt

I hereby acknowledge receipt of the employee handbook of East Central Wisconsin Regional Planning Commission. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, Commission practices, and other communications do not create an employment contract. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the Commission to employ me now or hereafter and that my employment may be terminated by me or the Commission without reason at any time. I understand that no representative of the Commission has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the Executive Director of the Commission may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Executive Director of the Commission.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

Note: All employees are required to acknowledge receipt of the Employee Handbook by signing this acknowledgment.

TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

EMPLOYEE ACKNOWLEDGMENT AND RECEIPT OF HARASSMENT POLICY

I have read and understand the Commission's Harassment Policy. My signature below confirms my knowledge, acceptance, and agreement to comply with the policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

INTRODUCTION

The general purpose of this Employee Handbook is to establish a uniform system of personnel administration that will provide for fair and impartial treatment for all the employees of the East Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and to serve as a guideline for the employer/employee relationship. The administration of the policies in this manual is the responsibility of the Executive Director and Deputy Director.

There are several things to keep in mind about this manual. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if an employee has any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to him/her, the employee should address his/her specific questions to the Executive Director.

Neither this handbook nor any other Commission document confers any contractual right, either express or implied, to remain in the Commission's employ. Nor does it guarantee any fixed terms and conditions of employment. Final interpretation and implementation of any of the policies in this manual are vested solely with management.

Second, the procedures, practices, policies and benefits described here are subject to change at any time by the Commission and are reviewed and revised periodically. The Commission will do its best to inform an employee of any changes as they occur.

Finally, some of the subjects described here, such as insurances, retirement, etc. are covered in detail in official policy documents. An employee should refer to these documents for specific information, since this handbook only briefly summarizes those benefits. Please note that the terms of the policy documents are controlling.

DEFINITIONS

ANNIVERSARY DATE: The calendar date on which an employee was hired or promoted into his/her present position.

CONTINUOUS SERVICE: Includes all time in which an employee is on a **paid** status with the Commission.

HIRE DATE: The date an employee began employment on a paid status with the Commission. If the employee is reinstated, the original date of hire will be used.

IMMEDIATE FAMILY: For purposes of sick leave, immediate family shall include the husband, wife, son, daughter, father, mother, stepfather, stepmother, stepdaughter, or stepson of the employee. For the purpose of bereavement leave, immediate family shall additionally include: spouse, son, daughter, grandfather, grandmother, father, father-in-law, mother, mother-in-law, stepfather, stepmother, brother, sister, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or grandchildren.

INITIAL EMPLOYMENT PERIOD: The first six months of employment with the Commission. During this time the employee's fringe benefit usage is limited, as described in the actual policies.

JOB DESCRIPTION: A statement of each job classification's distinguishing features, general duties and responsibilities, required knowledge and skill, and acceptable training and experience.

PAID STATUS: This includes compensation received for work performed, sick leave, jury duty, vacation pay, holiday pay, paid military leave, paid family medical leave, etc.

PROFESSIONAL: Those positions classified as Assistant Planner and above. These positions are considered exempt under the Federal and State Wage and Hour laws.

TECHNICAL & CLERICAL: An individual who is hired to perform support functions for the Commission as a whole or in a particular area of expertise for the Commission and its programs. Technical and clerical positions are considered non-exempt under the Federal and State Wage and Hour laws.

POLICY STATEMENTS

Employment at Will

Employment at East Central Wisconsin Regional Planning Commission is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Chair of the Commission.

This means that either the employee or the Commission may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no Commission representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by law. Such activity may include employee communications regarding wages, hours, or other terms or conditions of employment. Commission employees have the right to engage in or refrain from such activities.

Employment Classifications

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the Commission classifies its employees as shown below. The Commission may review or change employee classifications at any time.

Exempt: Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

Nonexempt: Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, full time: Employees who are not in temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefit program.

Regular, part time: Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the Commission and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, full time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the Commission's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, part time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Equal Employment Opportunity

East Central Wisconsin Regional Planning Commission provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

East Central Wisconsin Regional Planning Commission expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

East Central Wisconsin Regional Planning Commission will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon East Central Wisconsin Regional Planning Commission's business operations.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Executive Director. The Commission will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of the Executive Director.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- (2) Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*

(3) Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

East Central Wisconsin Regional Planning Commission is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the Commission's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the Commission. The Commission prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request an accommodation from the Executive Director and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Commission then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made, or if any other possible accommodations are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of East Central Wisconsin Regional Planning Commission to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. East Central Wisconsin Regional Planning Commission prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

Commitment to Diversity

East Central Wisconsin Regional Planning Commission is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the Commission and are valued for their skills, experience, and unique perspectives. This commitment is embodied in Commission policy and the way we do business at the Commission and is an important principle of sound business management.

Harassment and Complaint Procedure

It is the Commission's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), , sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by the Commission.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Commission will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

Definition of "unlawful harassment." "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Definition of "sexual harassment." While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;

- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate the Commission's policy.

Complaint procedure. If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, you are requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms conduct that violates this policy has occurred, the Commission will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

Conflicts of Interest

The Commission expects all employees to conduct themselves and Commission business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Commission recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the Commission.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises in which there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to the Commission; or involves hours having a detrimental impact on work at the Commission as determined by the Commission's administration;
2. Carrying on Commission business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest;

3. Holding a substantial interest in, or participating in the management of, a firm to which the Commission makes sales or from which it makes purchases;
4. Borrowing money from customers or firms, other than recognized loan institutions, from which our Commission buys services, materials, equipment, or supplies;
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency;
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Commission;
7. Participating in civic or professional organization activities in a manner that divulges confidential Commission information;
8. Misusing privileged information or revealing confidential data to outsiders;
9. Using one's position in the Commission or knowledge of its affairs for personal gains;
and
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of Commission business.

Each employee is required to annually review and sign a Conflict of Interest statement. No employee may use his/her position to obtain financial gain for him/herself or his/her immediate family, or for any business with which s/he has a significant fiduciary relationship. No employee may use his/her position or influence to gain unlawful benefits, advantages, or privileges for him/herself, for the members of his/her immediate family, or for any other person.

Drug-Free and Alcohol-Free Workplace

It is the policy of the Commission that all employees, as a condition of employment, are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the Commission's workplace, as is being under the influence of alcohol or non-prescribed controlled substances while on duty, including Commission auto and personal vehicles or any other location while in the duty of the Commission. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination. The Commission reserves the right to request and require a test where there is reasonable suspicion to believe there is a violation of this policy. Refusing to test and/or testing positive for alcohol and/or illegal controlled substances will lead to termination of employment.

As a condition of employment, all Commission employees must abide by the terms of this policy and notify the Executive Director if she/he is arrested and/or convicted of a criminal drug violation occurring in the workplace no later than five (5) days after such arrest and/or conviction. The Commission will not take action against any employee on the basis of arrest or conviction unless they substantially relate to the employment position, and as it relates to the actual facts of the situation.

Alternatively, the Commission might require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. However, employees are encouraged to seek assistance early as necessary as such assistance most likely will not be provided after an event occurs leading to an investigation of a violation of this policy.

Grievance Policy

The Commission has devised a process to address issues concerning workplace safety, discipline and termination. Employees should reference Resolution 28-20 effective September 28, 2020 for specific procedures under this policy.

This grievance procedure is adopted pursuant to Wisconsin Statute 66.0509(1m), and is intended to provide a process to address issues concerning workplace safety, discipline, and termination.

- Workplace safety is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment, and workplace violence.
- Discipline is defined as all levels of progressive discipline, but shall not include: actions taken to address work performance, including annual reviews; demotion, transfer or change in job assignment; or other personnel actions taken that not a form of progressive discipline.
- Termination is defined as action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following actions: voluntary resignation, layoff or failure to be recalled from layoff; retirement, job abandonment; or termination due to inability to perform job duties.

Procedures

Employees should first discuss complaints or questions with the Executive Director. Every reasonable effort should be made to resolve questions, problems, or misunderstandings that have arisen before filing a grievance.

- a. The employee must provide the Executive Director with a written grievance within 10 business days of the occurrence, explaining the nature and circumstances of the grievance. A written grievance filed under this policy must contain the following information:
 - i. The name and position of the employee filing it;
 - ii. A statement of the issue involved;
 - iii. A statement of the relief sought;
 - iv. A detailed explanation of the facts support the grievance;
 - v. The date(s) the event(s) giving rise to this grievance took place;
 - vi. The identity of the policy, procedure, or rule that is being challenged;
 - vii. The steps the employee has taken to review the matter, either orally or in writing, with the executive director, and;
 - viii. The employee's signature and date.
- b. The Executive Director will meet with the grievant within 10 business days of the receipt of the written grievance and provide a written response. A copy of the Executive Director's response and the original written grievance will be filed in the grievant's personnel file.
- c. If the grievant does not feel the grievance has been satisfactory resolved, the grievant must send the written grievance and Executive Director's response to the Commission Board Chair within 10 business days of the Executive

Director's response for a hearing by an impartial officer. It is the Commission's responsibility to retain an impartial hearing officer. An impartial hearing officer should be a lawyer, professional mediator/arbitrator, retired judge or other qualified individual. The hearing date will be scheduled by the impartial hearing officer and will be no more than 60 business days from the receipt of the grievant's written request for a hearing. The impartial hearing officer will request documentation from both parties involved. The written decision of the impartial hearing officer will be sent to the parties involved within 10 business days of the hearing. The decision of the impartial hearing officer will be filed in the grievant's personnel file.

- d. If either the grievant or Executive Director does not feel the grievance has been satisfactory resolved at the hearing officer level, either the grievant or Executive Director must send a written request to the Commission Board Chair for review of the hearing officer decision. The grievance will be addressed at the next scheduled Executive Committee meeting based upon the record established at the hearing. The grievant may or may not attend the Executive Committee meeting as determined by the Executive Committee. The Executive Committee decision will be sent to the grievant and Executive Director within 10 business days of the Executive Committee meeting. A copy of the Executive Committee's response will be filed in the grievant's personnel file and shall be final.

Other Considerations

- a. The Commission office is open Monday through Friday and closed on those holidays listed in the Employee Handbook. Mail and other documentation that arrives while the Commission is closed will be accepted and reviewed the following business day.
- b. Any expenses incurred by a grievant in investigating, preparing, or presenting a grievance shall be the sole responsibility of the grievant. Each party (grievant and employer) shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees. The fees of the impartial hearing officer shall be divided equally between the parties with the grievant(s) paying half and the employer paying the other half.
- c. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation or comp time) in order to be paid for time spent processing the grievance through the various steps of the process.
- d. The grievant may not file a grievance outside the time limits set forth above. If the grievant fails to meet the deadlines above, the grievance will be considered resolved.

Whistleblower Policy

The Commission is committed to operating in furtherance of its statutory and tax-exempt purposes and in compliance with all applicable laws, rules and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. Resolution 24-19, adopted on July 26, 2019, outlines a procedure for employees to report actions that an employee reasonably believes violates a law, or regulation or that constitutes fraudulent accounting or other practices. This policy applies to any matter which is related to Commission's business and does not relate to private acts of an individual not connected to the business of the Commission.

Reporting

If an employee has a reasonable belief that an employee or ECWRPC has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, the employee is expected to immediately report such information to the Executive Director. If the employee does not feel comfortable reporting the information to the Executive Director, he or she is expected to report the information to the Deputy Director or the Commission Chair.

Investigation

All reports will be followed up promptly, and an investigation conducted. In conducting its investigations, ECWRPC will strive to keep the identity of the complaining individual as confidential as possible, while conducting an adequate review and investigation.

No Retaliation

ECWRPC will not retaliate against an employee in the terms and conditions of employment because that employee: (a) reports to a supervisor, to the Executive Director, the Commission Board or to a federal, state or local agency what the employee believes in good faith to be a violation of the law; or (b) participates in good faith in any resulting investigation or proceeding, or (c) exercises his or her rights under any state or federal law(s) or regulation(s) to pursue a claim or take legal action to protect the employee's rights.

ECWRPC may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy or for those who file false reports. In addition, ECWRPC will not, with the intent to retaliate, take any action harmful to any employee who has provided to law enforcement personnel or a court, truthful information relating to the commission or possible commission by ECWRPC or any of its employees of a violation of any applicable law or regulation.

Training

Supervisors will be trained on this policy and ECWRPC'S prohibition against retaliation in accordance with this policy.

Outside Employment Policy

No employee is prevented from accepting outside employment which does not interfere or conflict with the full performance of his/her duties at ECWRPC. Staff persons may accept outside employment in jobs or positions that will not jeopardize the public confidence in activities of the Commission, as long as such employee provides prior notice to the Executive Director and gains prior approval. Any outside job or position that implies a conflict of interest with activities of the Commission, as determined by the Executive Director or the Commission, will not be acceptable and may form the basis of dismissal of the employee. In addition, no employee will: 1) Use ECWRPC's time, facilities, equipment or supplies, or use the prestige or influence of their Commission position for private gain or advantage, 2) Accept for private gain or advantage money or anything of value from a business for the performance of an act required as part of official duties, and/or (3) involves hours having a detrimental impact on work at the Commission as determined by the Commission's administration. Employees may collect fees and honoraria for papers, talks, demonstrations or appearances made on their own time and not directly related to their official duties. Employees must notify the Executive Director prior to accepting fees and honoraria to insure no conflict exists.

Generally, any outside work would be viewed as acceptable unless: (1) the Commission could be viewed as being used for private gain; (2) the job or position would imply giving preferential treatment to any persons or organization; (3) the employment would impede the Commission's efficiency or economy; (4) the person could lose complete independence or impartiality of action; (5) the person would be in a job or position wherein the person could make a Commission decision outside of official channels; (6) the job or position adversely affects the confidence of the public in the integrity of the Commission; and (7) if in the opinion of the Executive Director, such work is affecting the efficiency, quality, and effectiveness of the employee's work with the Commission.

Staff persons may, if no conflicts exist as noted above, provide consultative services to persons, agencies or governmental units outside the ten county region of the Commission, but only with the prior notification, and written approval of the Executive Director of that county's Regional Planning Commission, if one exists.

Prior to engaging in any outside employment permitted under these provisions, the employee shall obtain the written permission of the Executive Director for such work.

Smoke Free Work Place

Smoking is not allowed in Commission buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

East Central Wisconsin Regional Planning Commission is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of

aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Commission-sponsored functions.

All East Central Wisconsin Regional Planning Commission employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or HR department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline. Any such act or threatening behavior from a Commission employee may result in disciplinary action up to and including termination.

Any individual engaging in violence against the Commission, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken.

East Central Wisconsin Regional Planning Commission prohibits the possession of weapons on its property at all times, including our parking lots or Commission vehicle. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The Commission reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on Commission property. In addition, East Central Wisconsin Regional Planning Commission may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all Commission property and other items that are in violation of Commission rules and policies.

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dialing 911 to activate the medical emergency services.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Public Records

The Commission is an authority for the purpose of record keeping as defined in WI Statute 19.34(1) and as such records retained at the Commission are available for inspection to any person making a request between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday and 8:00 a.m. – noon on Friday. Requests should be submitted to the Executive Director as custodian of the records and/or the Deputy Director as deputy records custodian.

Personnel Files

Employee files are maintained by the Controller and are considered confidential. Supervisors may only have access to personnel file information on a need-to-know basis. Employees may inspect their own personnel files and may copy them, but may not remove documents from their file. Inspections by employees must be requested in writing to the Executive Director and will be scheduled at a mutually convenient time or as required under state law. The file may not be released in whole or in part to other persons or agencies without the written consent of the Executive Director **and** the employee. Personnel files are to be reviewed in the Human Resources (HR) department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. The Commission will not respond to a request for information regarding an employee's compensation without that employee's written permission.

Access to the employee's personnel file, other than by the employee, shall be limited to the Executive Director and the administrative staff for administrative purposes. The file may not be released in whole or in part to other persons or agencies without the written consent of the Executive Director **and** the employee; or unless otherwise provided by law.

Employee information is considered to be private and only accessed on a need-to-know basis. An employee's healthcare information is completely confidential unless that employee chooses to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Travel Policy

The Commission is the recipient of federal funds which requires the adoption of a formal Travel Policy. The policy ensures that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate and consistent with federal and state guidelines, and (c) provides a uniform and consistent approach for the timely reporting and reimbursement of authorized expenses incurred by employees. Only reasonable and necessary expenses actually incurred by employees and substantiated with detailed receipts or supporting documentation are allowed. Maximum meal reimbursements follow the guidelines posted at www.gsa.gov/perdiem. The policy meets the requirements of an accountable plan and therefore eliminates the need to include reimbursements in employees' taxable income. *See separate travel policy for detailed information.*

Internet and Computer Network Policies

1. **User IDs and Passwords.** Every employee accessing the Commission computing resources will be assigned a User ID and password that functions as your method of access to our computing facilities. You should guard this information just as you would guard any other identifying material like your home phone number, address, or bank account numbers. Users will be held fully accountable for activity that occurs on any Commission computing facility under your User ID and password, regardless of whether the person assigned to the User ID and password is the actual user. Therefore, great care should be taken not to share or otherwise disclose this information to another person; except to the IT Manager and/or Executive Director

User IDs and passwords should never be written in a conspicuous place, written down together, or shared with any third party. If you lose or forget your password (or User ID and password together), you must immediately inform the IT Manager so your account can be temporarily deactivated and a new password assigned.

2. **Internet Use Policy.** The Commission provides access to the vast information resources of the Internet to help Commission employees do their job faster, smarter, and in the most productive manner possible. The facilities which provide internet access represent a considerable commitment of Commission resources for telecommunications, networking, software, storage, and support, etc. Moreover, the cost of providing these resources is significant. As such, Commission considers the Internet and its usage a Business Tool, and is to be used as a specific part of the employee's job duties. The following policies shall apply:
 - a. Like the Commission computer, network and information system, Internet access is Commission property. As such, Commission employees may use the Internet for only legitimate Commission-purposes.
 - b. Private use is prohibited and the Internet shall not be used for commercial, unauthorized, or political advocacy purposes.
 - c. Employees may not download or install destructive program, viruses, or self-replicating programs on Commission computers or networks.
 - d. Equally, employees may not save, copy, download, or distribute software system files, programs, or information from the Internet or Commission networks unless for legitimate Commission business purposes, or without expressed permission from supervisors, managers, or the IT Manager.
 - e. Unlawful Internet usage may also garner negative publicity for the Commission and expose you or the Commission to significant legal liabilities.
 - f. Employees forgo a level of freedom when using the Commission computer, network, information system, and the Internet. An employee shall have no expectation of privacy as to the use of the Commission computer, network, information system, and the Internet.
 - g. Employees waive any right to privacy in anything that is created, stored, sent or received on the computer or the Internet that is owned by the Commission. All actions taken on a

Commission computer or internet are deemed to be the property of the Commission and are subject to review, search, or confiscation as required.

- h. The Commission has the right, but not the duty, to monitor any and all aspects of its computer, network system and computer usage, including, but not limited to, monitoring sites employees visit on the Internet, monitoring and reviewing materials downloaded or uploaded by employees and reviewing email sent or received.

3. Web Basics and Legal Considerations. The following is a list of legal, ethical, and common-sense considerations to adhere to while using the Internet. While on the Internet:

- a. Conduct yourself in a professional manner and only for Commission-business purposes. Employees shall use the same care in communicating over the computer as they would in using any other form of communication.
- b. Comply with all software licenses, usage and distribution restrictions, contracts, copyrights, patents, and all other state, federal and international laws governing intellectual property rights and on-line activity.
- c. Do not download, use, obtain, or distribute “pirated” software or any type of music or movie file downloaded through illegal methods.
- d. Close other programs that may impede performance to your Internet activity. Having several applications running in the background adversely affect computer, network, and Internet performance.
- e. Use the Internet in a manner, that is not hateful, harassing, threatening, abusive, malicious, anti-social, or to disrupt another employee’s work.
- f. Employees shall not communicate, transmit, or download any form of obscene, pornographic, or sexually explicit material or participate in any Internet source, which concerns the same. An employee shall not store, archive, save, edit, or record such material through the use of Commission computer, network, or information system. The Commission reserves the right to identify as inappropriate any Internet site consisting of sexual material and block access to such material.
- g. Employees should disconnect immediately from any site they incidentally connected to that has sexual materials. Periodic monitoring of internet usage by employees may occur by the IT Manager or Executive Director.
- h. Employees shall avoid being involved in computer crimes or any other activity characterized as illegal, fraudulent, unethical, or unacceptable which seeks to gain access to the resources of the Internet, disrupts the Commission’s use of the Internet, wastes Internet resources, destroys or compromises the integrity of the Commission network, information system, and the privacy of its users.

4. Emails. Use of email is encouraged as a means of better communication within the Commission organization and its vendor, suppliers, or other departments. Incidentally, as with telephone calls, personal email messages do & will come in and employees do have permission to answer such messages. However, as stated in the preceding paragraph, all incoming or outgoing information will be considered Commission property, and will be

handled as such. Abuse of email privileges may bring disciplinary action against an employee.

5. Social Networking Policy. The following is the Commission's social media and social networking policy as it relates to the use of Commission Internet or network resources as noted in the Internet Policy. The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your manager or supervisor if you are uncertain.

- a. Social media may be used within the confines of the office for specific Commission purposes as approved by the Executive Director. Such usage shall be for the promotion and public awareness of projects which warrant its consideration as an effective tool for communication. Reasonable staff time shall be provided to utilize, monitor, and update social networking information as needed for the particular stage of the project/process.
- b. Personal blogs and social networking sites/activities are not prohibited by the Commission, however; their utilization during regular office hours, with the exception of breaks and/or lunch is prohibited. Should, in consultation with the IT Coordinator, the Executive Director feel that it is in the best interest of the Commission (for network security reasons or for employee abuse of privileges) to eliminate access to social networking sites, the Executive Director shall authorize such action. Regardless of accessibility during Commission office hours, all personal blogs/social networking sites or activities shall comply with the following requirements:
 - i) Personal blogs should have clear disclaimers that the views expressed by the author in the blog is the author's alone and do not represent the views of the Commission. Be clear and write in first person. Make your writing clear that you are speaking for yourself and not on behalf of the Commission.
 - ii) Information published on your blogs should comply with the Commission's confidentiality and disclosure of proprietary data policies. This also applies to comments posted on other blogs, forums, and social networking sites.
 - iii) Be respectful to the Commission, other employees, customers, partners, and citizens.
 - iv) Social media activities should not interfere with work commitments. Refer to Internet and Computer Network Policies.
 - v) Your online presence reflects the Commission. Be aware that your actions captured via images, posts, or comments can reflect that of our Commission.
 - vi) Do not reference or site Commission clients, partners, or customers without their express consent. In all cases, do not publish any information regarding a client during the engagement.
 - vii) Respect copyright laws, and reference or cite sources appropriately. Plagiarism applies online as well.
 - viii) Commission logos and trademarks may not be used, nor may an employee 'endorse' the Commission in any way, without written consent.

- 6. Sanctions:** All employees shall abide by the Internet and Computer Network Policy. The Commission reserves the right to modify and revise the policy at the discretion of the Executive Director, Deputy Director or IT Manager. Employees will be given the revisions as they occur. Employees shall implement the new policy immediately, upon receipt. Use of the Commission computer, network, information system, and the Internet is a privilege. Any employee found violating Commission computer, network, and Internet Usage Policies will be subject to disciplinary action, including suspension or revocation of usage privileges or termination from employment. The severity of the violation shall dictate the severity of the disciplinary action. Management shall investigate any violation and consult with the Information Technology Manager to determine the severity of the violation. The employees may also be subject to civil and criminal prosecution depending upon whether the employee has also violated relevant computer and Internet laws.

Workplace Inspections

The Commission has a responsibility to protect its employees and its property. For this reason, the Commission reserves the right to inspect the following, at any time, with or without notice:

- Offices
- Computers and other equipment
- Commission vehicle
- Any personal possessions brought onto Commission premises, such as handbags, briefcases, cell phones and other electronic devices and vehicles.

All inspections are compulsory. Those who resist inspection may be denied access to Commission premises.

Disciplinary Procedure

The Commission expects employees to comply with the Commission's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Commission endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees at will or in any way restrict the Commission's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

Step 1: Informal Discussion: When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee.

Step 2: Counseling: If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor and the Executive Director should meet with the employee and (a) review the problem, (b) permit the employee to present information regarding the problem, (c) advise the employee that the problem must be corrected,

(d) inform the employee that failure to correct the problem will result in further disciplinary action that may include discharge, and (e) issue a counseling notice to the employee.

Step 3: Reprimand: If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and a representative from the leadership team should meet with the employee in private and proceed via (a) through (d) above and issue a reprimand notice to the employee.

Step 4: Suspension: Supervisors have the authority to temporarily remove employees from the workplace, with or without pay, if approved in advance by the Executive Director. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, such as a written policy prohibiting sexual harassment or workplace violence.

Step 5: Failure to improve: Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior. Again, the above steps are suggestions but are not required and as such may be disregarded as determined by the Executive Director. A supervisor may place the employee on administrative leave (with or without pay), pending an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Telecommuting Policy

Telecommuting allows employees to work at home under the guidelines presented below to efficiently meet the needs of the Commission. The Commission considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not an organization wide benefit, and it in no way changes the terms and conditions of at-will employment with the Commission.

Procedures and Eligibility

Telecommuting can be informal, such as working from home for a short-term project or a formal, set schedule of working away from the office as described below. Either an employee can request or a manager can suggest telecommuting as a possible work arrangement. Any telecommuting arrangement made will be considered to be made on a trial basis and may be discontinued at will and at any time at the request of either the telecommuter or the supervisor. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

An employee may telecommute up to a maximum of 22.50 hours per month. The 22.50 hours per month must be used during either a Monday or a Friday, and every employee must be working in the office Tuesday through Thursday. The Executive Director has the sole authority to give an option for employees to work remotely any day of the week when weather is a factor or due to any other unforeseen circumstance. The Executive Director also has the sole authority to implement telecommuting for longer periods of time to respond to emergencies, natural

disasters, office closures, pandemics, equipment failures, or any other circumstance as conditions warrant.

New employees are not eligible to begin telecommuting during their month of hire. New employees may enter into a telecommuting agreement beginning the first full month following their start date, provided that a telecommuting agreement is a viable work option for the new employee as recommended by the employee's supervisor and determined by the Executive Director.

Employees are required to enter into a telecommuting agreement with the Commission prior to telecommuting unless waived by the Executive Director. Before entering into any telecommuting agreement, the employee and their supervisor, with the assistance of the Controller and Executive Director, will evaluate the suitability of such an arrangement, reviewing the following criteria:

- Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and supervisor will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.
- The employee understands that he/she is responsible for all equipment needs related to a home workspace. The Commission will provide the laptop.

If the employee and supervisor agree, and the Controller and Executive Director concurs, a telecommuting agreement will be prepared and signed by all parties.

Evaluation of telecommuter performance will include regular interaction, by phone and e-mail between the employee and their supervisor as well as periodic meetings to discuss work progress and problems.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the telecommuting agreement. The manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

The employee will be responsible for providing/acquiring the appropriate equipment needs other than the laptop provided by the Commission (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement, at their own expense. The Controller and IT manager will serve as resources in this matter. The Commission reserves the right to make determinations as to appropriate equipment, subject to change at any time, and in ensuring proper security is in place to protect Commission related data.

The employee will establish an appropriate work environment within his or her home for work purposes. The Commission will not be responsible for costs associated with the setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and client information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

BENEFITS AND COMPENSATION PROGRAMS

Health Insurance

Any employee who works at least 30 hours per week is eligible to participate in the group health insurance coverage. To be eligible for coverage, without health underwriting, an employee must enroll in the group within 30 days of his/her hire date or during an annual open enrollment period. Coverage will be effective on the first day of the month following receipt of the application by the Commission.

Per State Law, the Commission will not pay more than 88% of the average of the Tier 1 plans that are available as determined by the Group Insurance Board (GIB). Premiums are determined annually by the GIB. The Commission will contribute an established amount toward the cost of the insurance for active employees (the amount is established by the Commission in its annual budget).

Coverage and commission share of the cost will continue if the employee is on an approved Family & Medical Leave.

The Commission contribution will cease at the end of the month in which an employee becomes ineligible (i.e., reduces hours, terminates, leave of absence). Under Wisconsin State Statutes 632.897, most terminated Commission employees have the right to continue on the Commission's group health insurance for the maximum number of months stated in that statutes at their own cost.

Each full-time employee who so chooses, shall receive the benefit of health insurance through the Wisconsin Public Employers' Group Health Insurance Program.

Life Insurance

All full-time employees are eligible to participate in the state Wisconsin Group Life Insurance Fund providing term life insurance in the amount of the employee's previous year's annual salary, rounded to the next higher thousand. The employee pays 100% of the premium; premiums are set by the Wisconsin Department of Employee Trust Funds and are determined annually. The employee also has the option to purchase additional insurance up to three times his/her salary at the employee's expense. The employee's share of the premium is withheld in full as a payroll deduction. The effective date is the first of the month that falls within 30 days from the date of hire. Furthermore, the Commission is required to contribute 20% of the base amount to cover life insurance for retirees, of which the policy value declines to 25% over a three-year period.

Income Continuation Insurance (ICI)

The Commission has elected to participate in the Wisconsin Public Employer's Income Continuation Insurance Program. The Commission pays 100% of the monthly premium based upon a minimum 180-day elimination period of disability. The effective date is the first of the month following 30 days from the date of hire. *Supplemental ICI can be purchased by employees making over \$64,000 per year with no Commission contribution.*

Employee Paid Supplemental Disability Insurance

The Commission participates in a voluntary supplemental insurance program providing coverage for short-term disability, hospitalization, cancer, etc. Individual staff can elect to purchase supplemental insurance through an outside vendor at full employee expense. Depending on the policy selected, the premium may be withheld in full as a pretax or post-tax payroll deduction. There is no Commission financial contribution.

Employee Paid Supplemental Health Insurance for Dental and Vision

The Commission participates in a voluntary supplemental insurance program providing additional dental and vision coverage. Individual staff can elect to purchase supplemental insurance through an outside vendor at full employee expense. There is no Commission financial contribution.

Flexible Spending Account (FSA)

The Commission provides for voluntary enrollment in a Flexible Spending Account for personal health/medical and dependent care costs. As a cafeteria-type IRS section 125 plan, flexible spending provides for equal pre-tax deductions to an account which can be reimbursed solely for eligible costs. It should be noted that a) upon termination, the fund balance is frozen unless COBRA is selected, and b) if the employee has an available balance in health/medical fund at the end of any calendar year, the remaining amount beyond \$550 is forfeited to the Commission. Upon termination, the employee has up to 90 days to submit claims for services that took place during the employment period. COBRA is also an option if the employee has a large balance and is responsible for any fees. Otherwise the balance is forfeited to the Commission.

Wisconsin Retirement System (WRS)

The Commission participates in the Wisconsin Retirement System and new employees must make application in accordance with State laws. Beginning in August 2011, the Commission pays its share of the required annual contribution to the WRS. Employees are required to contribute their required share as determined annually by the Wisconsin Retirement Board.

Deferred Compensation Program (457(b) Plan)

The Commission participates in the Wisconsin Deferred Compensation Program. Any payroll deductions are optional to the employee up to a maximum in accordance with IRS regulations. There is no Commission financial contribution. This option allows an employee to direct or defer a portion of his/her salary into investment options provided by the Plan.

An employee has two options for making contributions:

- **After-tax Contributions** through the Roth Option: When an employee chooses the Roth option, he/she pays taxes on the money when he/she contributes to the account. As long as he/she meets certain requirements, when he/she retires all distributions from that employee's Roth account are tax free.
- **Before-tax Contributions:** Under this option an employee will not pay taxes on his/her contributions when he/she makes them. An employee pays the taxes when he/she takes a distribution from his/her account.

Unemployment Compensation

The Commission shall provide unemployment compensation benefit insurance in compliance with and as determined by Chapter 108 of the Wisconsin Statutes.

Worker's Compensation

The Commission shall provide insurance coverage for employees who receive injury as a result of their employment with the Commission in compliance with and as determined by Chapter 102 of the Wisconsin Statutes. Employees should immediately report any work related injuries to their supervisor.

Cell Phone Reimbursement

The Commission does not provide cell phones, nor requires its employees to have one, with the exception of the Executive and Deputy Directors. However, with approval of the Executive Director on a case-by-case basis, authorization for the reimbursement of personal cell phone usage may be accommodated. This benefit is added to the employee's payroll.

Professional Conferences, Meetings, and Presentations

Commission staff members may be permitted to attend technical, scientific, and professional society meetings, conferences, institutes, and seminars in accordance with the following policy and procedures. Travel, meals, lodging, and other necessary expenses may be claimed for attendance at such technical, scientific, and professional society meetings, conferences, institutes, and seminars in accordance with the Commission's travel policy and the prior approval of the Executive Director.

The Executive Director has full discretion over staff attendance at conferences, professional meetings, and presentations. The following policy relative to staff attendance at professional conferences and meetings shall serve as a guide to the Executive Director in administering these regulations.

Several general factors will be considered to determine the Commission's support for attendance and participation in conferences and presentations, including:

- Whether the conference is important for fulfillment of current grant/program obligations;
- Whether the conference has potential to assist in obtaining future grants or revenue streams;
- Whether the conference has potential for staff development related to Commission work;
- Whether the employee has been invited to speak or appear on a panel that is related to Commission work and offers the opportunity to share Commission accomplishments;
- Whether the employee has recently attended previous professional conferences.
- Budgetary, work program, and scheduling factors.

Subsequent to the conference attendance, a written report shall be filed with the Executive Director detailing outcomes of the conference or presentation. The Commission will strive to ensure that all members of the professional staff are given a fair chance to attend conferences and make presentations and that such participation is balanced among staff members.

The following rules of procedure shall, in general, govern attendance at professional meetings:

- Membership in a professional organization, subject to the approval of the Executive Director, may allow any staff member to attend meetings of that organization without loss of pay.
- A "professional" organization shall be defined to include the Association of Wisconsin Regional Planning Commissions, American Society of Civil Engineers, American Institute of Certified Planners or American Planning Association, the Institute of Traffic and Transportation Engineers, the Transportation Research Board, the American Public Works Association, Wisconsin Land Information Association, Wisconsin Government Finance Officers Association, American Society of Landscape Architects, Wisconsin Public Health Association and similarly recognized groups approved by the Executive Director.
- When a formal presentation is to be given, which is based in whole or in part upon Commission work, the content of the proposed presentation must have the prior review and approval of the employee's supervisor or the Executive Director unless otherwise waived by the Executive Director.
- Additional personal time (salaried) may be required on behalf of the employee during evenings and weekends at such events and it is not expected that this time would be credited to the employee for an equal amount of time off or extra compensation beyond normal working hours.
- Where budgets do not permit, staff may be required to pay some or all conference/meeting costs in order to attend.

A formal written request for registration/attendance/participation at any professional conference, meetings, or presentation shall be made to the Executive Director at least 21 days in advance of the event whenever multiple days and/or overnight accommodations are necessary. Single day or local event requests shall be submitted at least 7 days prior to the event. The requests shall outline an estimate of event costs including travel, lodging, meals and other incidentals (parking, registration fees, etc.) as well as work program categories for cost-allocation purposes.

Circumstances and demands of the Commission may make exceptions to these rules governing conference, meetings, and presentations necessary and such exceptions will be determined by the Executive Director.

Commission Work Related Training, Continuing Education, and Certifications

When it is desirable or necessary that an employee be formally trained in order to increase their competency and skills related to their position at the Commission, the Executive Director may direct that such training be accomplished and that all appropriate expenses incurred in the pursuit of such training be paid by the Commission or reimbursed to the employee. It is understood that the results of such training will be documented and when feasible, extended by the trained employee to other employees involved in the same work tasks.

The Commission encourages employees to pursue higher education related to their role at the Commission. An employee who wishes to pursue a higher academic degree or certificate in a career field which directly relates to the work of the employee at the Commission may request time off during regular Commission working hours to pursue such education with such time off being made up on the employee's own time on an hour-for-hour basis within the pay period that

the time off was taken. The Executive Director, after reviewing this request, may authorize such time off and may request that a copy of any written documents resulting from such educational pursuit be transmitted to the Executive Director for the Commission files.

The Commission encourages employees to obtain professional certifications in alignment with their role at the Commission. To that end, the Commission may financially support the costs of professional certification for Commission employees, limited to no more than two certifications for each employee. The Commission recognizes certain certifications that are common and desirable for professional staff to attain, in alignment with their role, including the following:

- American Institute of Certified Planners (AICP)
- Certified Economic Developer (CEcD)
- Certified Public Accountant (CPA)
- Community Health Specialist (CHES) or Master Community Health Specialist (MCHES)
- Drone Operator Certificate (Part 107)
- Geographic Information Systems Professional (GISP)
- League Certified Instructor (LCI)

The Commission will financially support certifications listed above or other certifications by contributing 50% of the cost to maintain those certifications. The Commission may also contribute 50% of the cost of other certifications not listed that are deemed desirable for staff to attain and receive subject to prior approval by the Executive Director. Recognizing the importance of the AICP credential, the Commission will pay 75% of the cost to maintain AICP status however APA dues will only be covered at 50%. For certifications requiring an exam fee, the Commission will pay for the cost for the employees to take the exam. However, if employees need to retake the exam, the Commission will not pay for multiple attempts for the same exam.

Before paying for an employee's certification, the employee will need to receive prior written approval from the Executive Director to pursue or maintain each certification. For certifications requiring ongoing maintenance, employees seeking reimbursement from the Commission will need to receive approval annually.

Circumstances and demands of the Commission may make exceptions to these rules governing certifications necessary and such exceptions will be determined by the Executive Director.

Performance Management System

The Commission typically conducts an annual performance review for all employees by November of each calendar year. Employees are required to prepare a self-assessment on the work they have completed in the past year prior to their review. Supervisors are required to complete a performance assessment for each of their direct reports. The employee will then meet with their supervisor and discuss through their self-assessment, the supervisor's assessment, and the employee's work performance. In addition, they will work to collectively develop new goals for the employee to strive to achieve in the subsequent year.

In approximately June every year, a mid-year review will also be completed between the employee and their supervisor. The mid-year review provides both an opportunity to discuss how the year is going and what changes may need to be made in order to achieve the employee's work deliverables along with the employee's goals.

Years of Service Bonuses

The Commission would like to recognize employees for their years of service. The bonuses would be paid to employees at the end of the calendar year in which the employee attains the anniversary mark.

Years of Service Bonus	
Years of Service	% of salary bonus
20	5.00%
25	5.50%
30	6.00%
35	6.50%
40	7.00%

Payroll Period

Employees are paid on a semi-monthly basis with pay dates on the 15th day of the month and at the end of the month. Payroll will be processed at least 2 business days before the pay date as required by the Commission's bank. If the pay date falls on a weekend or paid holiday, employees will receive their direct deposit payment on the preceding business day. Any payroll changes need to be brought to the Controller before processing of the payroll. All payroll is to be direct deposited to employee's bank accounts and no paper checks will be issued. The paystubs will be emailed to employees by the pay date, if not sooner.

Overtime and Compensatory Time

It shall be the policy of the Commission to avoid overtime. The Executive Director may authorize overtime when such overtime work is necessary to meet work deadlines and to efficiently utilize total staff resources; all overtime must be pre-approved by the Executive Director.

Deductions from Pay

The Commission does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions: The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for 1 or more full days for personal reasons other than sickness or disability;
- Absence from work for 1 or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;

- Unpaid disciplinary suspensions of 1 or more full days imposed in good faith for workplace conduct rule infractions; and
- Any full workweek in which the employee does not perform any work.

During the week an exempt employee begins work for the Commission or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Leave of Absences due to Illness or Disability.

Improper deductions: If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the Controller. The report will be promptly investigated, and if it is found that an improper deduction has been made, the Commission will reimburse the employee for the improper deduction.

Timesheets

All employees are required to keep their timesheets updated daily on our timekeeping program. At the end of the month each employee is required to submit a timesheet for the month. Supervisors will review and approve the monthly timesheet in our timekeeping program.

Commission Credit Card

Most employees are given a Commission credit card to use when conducting Commission business. Every time an employee uses their Commission credit card they are required to complete a "green sheet" for the charge and route it to their supervisor and possibly a second member of the leadership team for approvals. Then the green sheet is given to the Controller to tie to the monthly credit card statement and code it to a project or general ledger account as necessary. Safe Routes to School team members use a "pink sheet" for all project related charges.

TIME OFF & LEAVE OF ABSENCES

Vacation

The Commission recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The Commission provides paid vacation time to full-time employees for this purpose, and employees are encouraged to take vacation during the year.

Full-time employees will earn paid vacation according to the following schedule (annual totals should be rounded to the nearest whole day).

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>
0-2 years of continuous service	75.0 hours per year
For each additional year of service	additional 7.5 hours per year
After 17 years of continuous service	187.50 hours per year

Generally, employees should submit vacation plans to their supervisor at least 4 weeks in advance of the requested vacation date. Vacation may be scheduled in increments of .25 hours. Vacations scheduled for 2 weeks will require the approval of the Executive Director. Supervisors have the right to designate when some or all of vacations must be taken.

The Commission encourages employees to use available vacation time. If vacation time is not used by the end of a calendar year, accrued unused vacation up to 10 days (75 hours) will be carried over by employees into the following calendar year.

Upon resignation or termination from a position, the Commission shall payout the equivalent dollar value of the earned and unused vacation time to the employee within 2 weeks following their employment termination date. In the event of an employee's death, earned, unused vacation time will be paid to the employee's estate or designated beneficiary. Vacation payouts are not subject to Wisconsin Retirement System contributions.

Holidays

The Commission observes nine (9) holidays and allows time off with pay for the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

If the holiday falls on a Saturday, the Commission will select either the following Monday or the preceding Friday as a substitute holiday. If a paid holiday falls on a Sunday, it will be observed on the following Monday. The Commission reserves the right to pay eligible employees in lieu of time

off if the holiday falls on Saturday. The week in which a holiday falls, the rest of the week employees will work 7.5 hours per day instead of their normal schedule, if different.

At the discretion of the Executive Director, and in consultation with Commission staff, the New Year's Day holiday may be moved to the prior calendar year if necessary (i.e. January 1 falls on a Saturday, to allow the holiday to be taken on Friday, December 31 instead of Monday, January 3).

Sick Leave

Full-time employees shall accrue sick leave with pay from the date of the employment at the rate of 7.5 hours for each completed month of continuous service. Employees who work less than 37.50 hours a week shall accrue sick leave in a manner which is prorated on the percent time worked in any given month. Sick leave shall be recorded as used on the basis of actual hours, or fractions thereof. Sick leave cannot be used for holidays or vacation time.

Employees may carry accrued sick days over from 1 year to the next with a maximum of 1,000 hours to be carried over during any given calendar year. If the need for sick leave is foreseeable, employees are required to give advance notice whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

If an employee misses 3 or more consecutive days because of illness, the Commission may require the employee to provide a physician's written permission to return to work.

Except as required by state law, unused sick days are forfeited when an employee's employment ends for any reason.

Bereavement Leave

Employees may take up to 5 days of paid sick leave upon the death of a member of their immediate family. Employees may take up to 1 day of paid vacation leave to attend the funeral of an extended family member.

Paid Parental Leave

East Central will provide up to 2 consecutive weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Leave of Absences due to Illness or Disability, as applicable.

Eligibility

Eligible employees must meet the following criteria:

- Has worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Is a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Has given birth to a child.
- Is a spouse or committed partner of a woman who has given birth to a child.
- Has adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 2 weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple births, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 2-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 2 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a semi-monthly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.
- Upon termination of the individual's employment at the Commission, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of any further leave will be compensated through employee's accrued sick or vacation time. Upon exhaustion of accrued sick or vacation, any remaining leave will be unpaid leave.
- The Commission will maintain all benefits for employees during the paid parental leave period just as if they were taking any other Commission paid leave such as paid vacation leave or paid sick leave.
- If a Commission holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the human resource (HR) department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all policies, the Commission has the exclusive right to interpret this policy.

Personal Leave of Absence due to Illness or Disability

As a smaller employer with less than 50 employees, the Commission, is not covered under either the state or federal family and medical leave laws. However, a medical leave or other personal or family leave may be granted to eligible employees who are temporarily unable to work due to illness or disability or otherwise for personal family matters. For purposes of this policy, illness or disabilities include: inpatient or outpatient care in a hospital, hospice, or residential medical care facility, illness where the employee is unable to report to work, for the care for an illness of an immediate family member.

Eligibility - After having completed 6 months of employment, regular full-time, regular part-time and per-diem employees may request a leave of absence for medical reasons. Exceptions to the length of service requirement will be considered at the Commission's sole discretion.

A Request for a Leave of Absence

A request for a medical leave must be submitted in writing at least 30 days in advance or as early as possible for unforeseeable events. A healthcare provider's statement must be submitted in writing verifying the reason for the disability and the leave's beginning and expected ending dates.

The employer reserves the right to approve or deny any request for a leave of absence. If a leave is necessitated because of an illness or disability covered under ADA or any other applicable state disability laws please specifically state the reason in your request.

Length of Leave—An unpaid medical leave of absence may be granted for a reasonable period of time based on the facts of the situation. You will be required to use any accrued sick leave and paid vacation before taking unpaid medical leave. Any combination of accrued paid time off and unpaid medical leave may not exceed the approved time for the leave.

The Commission may request a second opinion, to verify the length of time you will be on leave. The second opinion will be paid by the Commission.

Reporting on Progress—Employees are required to report directly to the employer every 30 days regarding your medical status and your intention to return to work.

Salary and Benefits—The leave of absence is without pay. You do not accrue sick or vacation time while on an unpaid personal leave of absence.

Medical insurance benefits, if applicable, will continue while the employee is on leave. Each employee will work with HR to determine payment of benefits while on a leave of absence.

When you return from leave, benefits will begin to accrue according to the applicable policies and plans.

Reinstatement to Work—So that your return to work can be properly scheduled, please provide at least 30 days advance notice in writing of the date you intend to return to work. If you take a leave because of a personal serious health condition, you must provide a note from your physician verifying that you are able to return to work and can assume your

regular work duties. The letter must also state if there are any restrictions pertaining to duties or the number of hours you can work.

Unless applicable state or local laws require otherwise, reinstatement cannot be guaranteed to any employee returning from medical leave.

The Commission will endeavor to place employees returning from leave in their former position or in a position comparable in status and pay, subject to budgetary restrictions, the Commission's need to fill vacancies, and the ability to find qualified temporary replacements.

Military Leave

The Commission supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the HR department and the employee's supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Jury Duty

The Commission supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, the employee must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, vacation days will be used for this purpose.

Time Off for Voting

Commission recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

BASIC COMMISSION INFORMATION

Office Hours

The Commission office is open Monday thru Thursday from 8:00 a.m. - 4:00 p.m. and Friday from 8:00 a.m.-12:00 p.m.

Hours of Work

The Commission offers a flexible schedule with 4 schedule options to choose from:

Standard Schedule (5 days, 1/2 hour unpaid lunch)	M-F 8:00 a.m. - 4:00 p.m.
Standard Schedule (5 days, 1 hour unpaid lunch)	M-F 8:00 a.m. - 4:30 p.m.
Standard Schedule (4.5 days, 1/2 hour unpaid lunch)	M-Th 7:30 a.m. - 4:15 p.m., F 7:30 a.m.- 12:00 p.m.
Standard Schedule (4 days, 1/2 hour unpaid lunch)	M-W 7:00 a.m. - 5:00 p.m., Th 7:00 a.m. - 4:30 p.m.

Employees will need to submit a schedule request form at the time of employment or if an employee would like to change their schedule during the calendar year. All schedule request forms will be approved by the Executive Director.

Official Closings

When appropriate the Executive Director is empowered to close the office due to inclement weather or conditions beyond staff control. Such declarations may be made and communicated prior to the start of the workday or during the workday for the balance of the workday. The maximum number of hours that an employee can claim for a full day of office closure is 7.5 hours, unless the employee works less than 37.5 hours per week then the maximum hours per day is prorated.

Use of Commission Resources

The use of Commission resources (office equipment, supplies, etc.) is generally not allowed for personal use.

Attendance, Punctuality and Dependability

The Commission is heavily dependent on its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify the office not more than 30 minutes after his/her scheduled starting time on every day he/she expects to be late or absent. Absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

Appearance and Conduct

Employees are expected to wear customary business casual attire and to display a professional appearance and attitude during normal working hours or whenever conducting official Commission business.

Cell Phone Safety and Driving

Safe driving is the first priority when operating a vehicle while driving on East Central Wisconsin Regional Planning Commission business. Your first responsibility is to pay attention to your driving. Never allow a cell phone or other mobile device to distract you from concentrating on driving. Under no circumstances should you feel that you need to place yourself or others at risk while driving to fulfill business needs. You should follow these procedures to avoid distracted driving:

- Follow all applicable state and local laws that address the use of cell phones and other mobile devices while driving.
- Avoid using your cell phone while driving, and do not use it as a hand-held device. Find a safe place to pull over to make or receive phone calls, send or receive text messages, or manipulate navigation apps.
- Program your destination into navigation apps or GPS devices before you start driving.
- Do not read or respond to text messages or e-mail or browse social media or the Internet while driving.
- Be aware of distractions from in-car “infotainment” systems. Just because they are built into the vehicle does not mean they do not create a hazardous distraction.
- Employees who don’t follow cell phone safety may be disciplined

Safety in the Workplace

Safety in the workplace is the Commission's number one priority. You must inform the Executive Director or the Deputy Director in the event of unsafe conditions, accident or injury, and use safe working methods at all times.

Breastfeeding

In accordance with the Patient Protections and Affordable Care Act the Commission wishes to provide a supportive environment to enable nursing mothers who have returned to work to express breast milk during work hours. The Commission will provide breaks as needed for the purpose of expressing milk and a private space for the mother’s use during these breaks.

Bulletin Boards

All required governmental postings are posted on the boards located in the break area. These boards may also contain general announcements.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state and local laws, including your rights under law to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions and benefits. Employees have the right to engage in or refrain from such activities.

TERMINATION POLICY

Every Commission employee, except for the Executive Director, has the status of “employee-at-will” meaning that no one has a contractual right, express or implied, to remain in the Commission’s employ. The Commission may terminate an employee’s employment, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time.

Resignations

When an employee resigns a position with the Commission, the employee is asked to give written notice to the Executive Director at least one (1) month in advance of the termination date if the employee holds a key leadership position or two (2) weeks in advance of the termination date for other personnel, whenever possible.

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors in advance of the last day of work. The notice must be actual working days. Holidays and vacation time will not be counted toward the notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

Dismissals

If an employee is terminated, the employee shall be given written notice by the Commission that his/her employment shall terminate immediately without further compensation other than accrued vacation time.

Layoffs

If an employee is permanently laid off, the Commission shall give that employee at least one month written notice in advance of the termination date if the employee holds a key position as defined in A above and two (2) weeks in advance of his/her termination date for other personnel.

Abandonment of Employment

If an employee is absent from the office for three or more working days without notifying the Commission, that employee is deemed to have abandoned his/her employment. Abandonment will result in forfeiture of any earned and unused vacation or personal holiday pay.

Return of Commission Property

When an employee leaves the Commission, that employee is required to:

1. Return all Commission property including computers, credit cards, access cards and keys, Commission records, paperwork and documents, identification cards and any other relevant property.
2. Hand over all current work to the appropriate people/person in order to ensure continuity of business/service; and
3. Hand over to the Executive Director all notes of confidential information which the employee may have acquired during his/her employment including user names and

passwords to all Commission licensed software, Commission owned devices and any other user names and passwords assigned to the employee for use during his/her employment with the Commission.

Termination Pay

Employees who have been employed by the Commission for at least six months and have either: 1) voluntarily resigned with the proper notice; or 2) been permanently laid off, will receive pay for all earned, unused vacation. Such payment shall be made in the final check to the employee and pro-rated for the portion of the year worked. If there are unpaid obligations to the Commission, the final paycheck will reflect the appropriate deductions.

Exit Interview

Prior to separation from employment with the Commission the departing employee will be invited to attend an exit interview. The interview will normally be scheduled within 5 days of termination notification as COBRA paperwork is required to be given within that time period. This interview is aimed at helping us understand how we can improve our organizational performance. It will focus on aspects of the employment relationship with the Commission including remuneration, training, working conditions, benefits, management practices, etc. The Commission aims to learn from your comments and use these to make improvements where appropriate. The Commission will make every effort to keep all information gathered confidential.

PROPOSED RESOLUTION NO. 16-23

AMENDING RESOLUTION NO. 08-90 AND SUBSEQUENT RESOLUTIONS SPECIFYING THE PERSONNEL POLICIES, NOW REFERRED TO AS THE EMPLOYEE MANUAL, FOR STAFF EMPLOYED BY EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

WHEREAS, the East Central Wisconsin Regional Planning Commission has previously adopted personnel policies, and;

WHEREAS, the personnel policies adopted by the Commission, as amended, are periodically reviewed and revised as needed, and;

WHEREAS, the personnel policies are now referred to as the Employee Manual for the East Central Wisconsin Regional Planning Commission, and;

WHEREAS, a review of current policies indicated the need for modifications, so as to be consistent with state and federal employment laws and requirements, as well other modifications to best serve the Commission's interest in employment matters, and;

WHEREAS, previous individual policies that have been approved by the Commission Board have been included in the updated Employee Manual, and;

WHEREAS, the Employee Manual will be reviewed annually with legal counsel to ensure it is in compliance with state and federal employment laws, and;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission amends the attached Employee Manual for the East Central Wisconsin Regional Planning Commission, which is made part of this Resolution apply to all persons employed by the East Central Wisconsin Regional Planning Commission, and that this resolution serves to replace Resolution No. 08-90 and all subsequent resolutions, the last being 52-22.

Effective Date: April 28, 2023

Submitted By: Steering Committee

Prepared By: Melissa Kraemer Badtke, Executive Director

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer Badtke—ECWRPC Executive Director

TO: Steering Committee
FROM: Melissa Kraemer Badtke, Executive Director
DATE: April 19, 2023
RE: Proposed Resolution 17-23: Amending the By-laws of the East Central Wisconsin Regional Planning Commission

At the last Steering Committee meeting, East Central staff and the Committee discussed proposed changes to the Commission's By-laws. East Central staff reviewed the feedback from the Committee and made the proposed changes as outlined below.

Standing Committee Consolidation: With the removal of the Gubernatorial appointments, a few of the standing committees only have a few members on their committee. Staff is recommending the consolidation of the Regional Comprehensive Plan Committee, the Open Space Recreation Committee, and the Community Facilities Committee to become the Environmental Management Committee. This committee would oversee the Water Quality Management Program (also known as the sewer service area program), the NR-135 Non-metallic Mining Program, Geographic Information System, and environmental planning projects as outlined in the work program. The Economic Development and Transportation Standing Committees would remain in place. This consolidation will allow for more equal distribution of the Commissioners across the standing committees. This will also improve efficiencies for the Commission staff, as they will have to prepare meeting materials for three standing committees and the steering committee vs. five standing committees and the steering committee.

The Regional Comprehensive Plan chapters would be provided to each of the standing committees and the steering committee and the Commission board would review and consider the plan update once it is completed.

In addition, the Steering Committee has been renamed to the Executive Committee in the updated revision to the By-laws and a few administrative revisions have been made.

The nominating committee discussed the proposed changes and has approved the standing committee appointments based on the proposed standing committee structure (Economic Development Committee, Transportation Committee, and Environmental Management Committee) as reflected in the proposed By-laws.

Staff Recommendation: Staff recommends the approval of Proposed Resolution 17-23: Amending the By-Laws of the East Central Wisconsin Regional Planning Commission.

BY-LAWS
of the
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

As amended on April xx, 2023

DRAFT

Adopted September 27, 1972
As Amended February 8, 1973
As Amended March 11, 1976
As Amended May 13, 1976
As Amended May 8, 1980
As Amended May 14, 1981
As Amended May 13, 1982
As Amended April 25, 1985
As Amended April 28, 1988
As Amended April 26, 1990
As Amended April 30, 1993
As Amended April 28, 1995
As Amended May 23, 2001
As Amended April 26, 2002
As Amended April 27, 2006
As Amended, April, 25, 2008
As Amended, October 30, 2009
As Amended, April 29, 2011
As Amended, October 26, 2013
As Amended, April 25, 2014
As Amended, July 25, 2014
As Amended, January 30, 2015
As Amended July 26, 2019
As Amended April 30, 2021

These By-laws were adopted by the Commission on the 27th day of September, 1972, as further amended on the 8th day of February, 1973, the 11th day of March, 1976, the 13th day of May, 1976, the 8th day of May, 1980, the 14th day of May, 1981, the 13th day of May, 1982, the 25th day of April, 1985, the 28th day of April, 1988, the 26th day of April, 1990, 30th day of April, the 28th day of April, 1995 the 23rd day of May, 2001, the 26th day of April, 2002, the 27th day of April, 2006, the 25th day of April, 2008, the 29th day of April, 2011, the 26th day of October, 2013, the 25th day of April, 2014, the 25th day of July, 2014, the 30th day of January, 2015, the 26th day of July, 2019, and the 30th day of April, 2021.

BY-LAWS
of the
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

PREAMBLE

These By-laws, consistent with the statutes of the State of Wisconsin, and the Articles of Organization of the East Central Wisconsin Regional Planning Commission, further define, regulate, and provide rules of procedure for the East Central Wisconsin Regional Planning Commission and those Committees and officers established by and responsible to it, and have been adopted by the Commission for that purpose. Where the word "Commission" appears hereinafter, it shall be construed to mean the East Central Wisconsin Regional Planning Commission. It is the express intent of the Commission and the purpose of these By-laws to advance the regional function of the Commission as provided for by applicable law and to carry on the business of regional metropolitan and non-metropolitan planning and development in all of its ramifications and branches and to render professional and technical services in conjunction therewith.

ARTICLE I - OFFICES

Section 1. The Commission shall establish its offices at such location as it may from time to time, except that such location will be within the East Central Wisconsin Region, which is comprised of the Counties of Calumet, Fond du Lac, Menominee, Outagamie, Shawano, Waupaca, Waushara, and Winnebago.

ARTICLE II - POWERS, DUTIES AND RESPONSIBILITIES

Section 1. PURPOSE: The purposes for which the Commission is created are to engage in any lawful activity within the purposes for which regional planning commissions may be created under Section 66.0309 of the Wisconsin Statutes, as amended.

Section 2. POWERS, FUNCTIONS AND RESPONSIBILITIES: In general, the Commission shall have all of the powers necessary to enable it to perform its functions and promote regional planning.

The functions of the Commission shall be solely advisory to the local governments and local governmental officials comprising the area and shall include but not be limited to the following because of enumeration.

- A. The Commission may conduct all types of research studies, collect and analyze data, prepare maps, charts and tables and conduct all necessary studies for the accomplishment of its other duties.

- B. The Commission may make plans for the physical, social and economic development of the region and may adopt by resolution any plan or the portion of any plan so prepared as its official recommendation for the development of the region.
- C. The Commission may publicize and advertise its purposes, objectives and findings and may distribute reports thereon.
- D. The Commission may provide advisory services on regional planning problems to the local government units within the region and to other public and private agencies in matters relative to its functions and objectives.
- E. The Commission may act as a coordinating agency for programs and activities of such local units and agencies as they relate to its objectives.
- F. The Commission may accept aid in any form for the purpose of accomplishing regional planning for all governmental agencies whether local, state or federal if the conditions under which such aid is furnished is not incompatible with the provisions of Section 66.0309 of the Wisconsin Statutes, as amended.
- G. The Commission may accept gifts and grants from public or private individuals, entities or agencies if the conditions under which such grants are made in accordance with the accomplishment of its objectives.
- H. The Commission shall make an annual report of its activities to the legislative bodies of the local governmental units within the region, and shall submit two copies of such report to the Wisconsin Legislative Reference Bureau per Wisconsin State Statutes § 66.0309(8)(b), as amended.
- I. The Commission shall prepare a comprehensive planning program for the physical development of the region and adopt a regional comprehensive plan consistent with Wisconsin State Statutes §66.1001(9) as outlined in the Wisconsin State Statutes §66.0309(9) and §66.0309(10), as amended. The Commission may amend, extend or add to the comprehensive planning program or carry any part of such matter into greater detail.
- J. The Commission shall annually on or before July 31 of each year prepare and approve a preliminary budget reflecting the cost of its operation and services to the participating governmental units within the region. The Commission's final budget shall be approved by or before January 31 of the year following.

ARTICLE III - MEETINGS

Section 1. ANNUAL MEETING: There shall be an annual meeting of the Commission in conjunction with, and following, the April Quarterly Meeting for the appointment of standing committee membership, a presentation of the Commission's Annual Report of its activities and any other business as may properly come before it.

Section 2. QUARTERLY MEETINGS: In addition to the annual meeting, quarterly meetings of the Commission shall be held on the last Friday of January, April, July, and October, except

when a different date is designated by the officers. When the agenda of any meeting does not include resolutions for deliberation by the Commission or consideration of said resolutions may be delayed to the next meeting without adversely impacting the work flow of the Commission, the Chairperson may cancel and then reschedule any meeting at their discretion, but may not cancel two consecutive meetings. The election of officers shall be conducted by the Commission at the April quarterly meeting. The levy and draft annual budget shall be adopted by the Commission at the July quarterly meeting. The annual budget and work program (not levy) shall be re-affirmed at the subsequent January meeting.

Section 3. SPECIAL MEETINGS: Special meetings may be called at any time by the Chairperson of the Commission. Special meetings shall also be called by the Chairperson upon written request by three or more members of the Commission.

Section 4. NOTICE OF MEETINGS: The Secretary of the Commission shall send to each and every member of the Commission notice of all meetings quarterly and the annual meeting, not less than five (5) days prior to said meetings and such notice shall state the day, time, place and general purpose of such meeting. Notices for special meetings, as described in Section 3 shall be e-mailed, mailed, or posted not less than three (3) business days prior to said meeting. In no case, shall an agenda, or amended agenda, be e-mailed or posted less than 24 hours in advance of said meeting.

Section 5. QUORUM: The presence at any meetings (including Standing Committees, unless otherwise noted) of a majority (defined as $\geq 50\%$) of the current Commission members, which majority shall also include representation from a majority (defined as $\geq 50\%$) of the member Counties assigned to the Committee, shall be necessary and sufficient to constitute a quorum for the transaction of any business and the election of officers. All matters relating to business shall require an affirmative vote of a simple majority of those members attending a legal meeting (when a quorum is present), unless otherwise noted as a $2/3$ vote requirement.

Section 6. PUBLIC MEETINGS: Member County Planning/Zoning Directors and State Legislative Representatives from the region (unless already a member of the Commission), and the Wisconsin Economic Development Corporation, the Department of Natural Resources and other agencies, as may be determined from time to time, shall be notified of all meetings pursuant to Article III, Section 4. Meeting notices shall be e-mailed or mailed to local media, posted on ECWRPC premises, and posted to the Commission's website, www.ecwrpc.org for public viewing.

ARTICLE IV - COMPOSITION OF COMMISSION

Section 1. GENERAL: Adhering to the principle of representation based on population, the membership of the Commission shall be created pursuant to the provisions of § 66.0309 (3) (b) of the Wisconsin Statutes, as amended, determined and allocated among participating counties as follows:

- A. The Chairperson and the County Executive from each member county within the Commission. If a member county is organized without a County Executive, the County Chairperson shall appoint a member of the County Board to serve as the second elected official from that county.
- B. One elected official from the largest city, if the member County has a population of 50,000 or more as defined by the U.S. Decennial Census. If the member County

does not have a population of 50,000 or more per the U.S. Decennial Census, the member County may appoint a County Supervisor to the Commission Board.

- C. In addition to the representation specified in subsections A. and B., above, Counties with a population greater than 50,000 based on the U.S. Decennial Census are entitled to one additional member to the Commission Board for each full unit of 50,000 population that exceeds the 50,000 base number described in subsection B., above. (For purposes of illustration only, a County with a population of 180,000 would be entitled to 2 additional members to the Commission Board under this subsection C.)
- D. One ex-officio representative of the Wisconsin Department of Transportation (WisDOT) may participate on transportation issues, subjects of concern and interest to their geographic areas, or due to noted/recognized expertise. This member must be appointed by WisDOT.
- E. One ex-officio representative of a public agency that administers or operates major modes of transportation in the Fox Valley metropolitan planning organization area, including representation by providers of public transportation. *[Note: This position will be held by the Transit Manager for Valley Transit].*

Section 2. TERM OF OFFICE: Commissioners shall serve for a term of two (2) years, or until they cease to hold their public office, whichever comes first. Voting, ex-officio members shall serve continuously at the pleasure of the appointing body.

Section 3. COMMISSION ALTERNATES: Any member of the Commission selected pursuant to Section 1, of this Article may designate, in writing and with the concurrence of the Commission, a designee.

Section 4. RESIGNATION: Any Commissioner who resigns his or her Commission membership or his or her elective office shall submit his or her resignation effective as of the last day in office, and thereafter the vacancy shall be filled by appointment for the unexpired term by the County Board Chairperson (if a county) or the city council.

ARTICLE V - OFFICERS

Section 1. NUMBER: The officers of the Commission shall be comprised of a Chairperson, Vice-Chairperson, and Secretary-Treasurer, subject to the express condition that the offices of Chairperson and Vice-Chairperson shall never be concurrently held by Commissioners from the same County.

Section 2. ELECTION: The offices of Chairperson and Vice-Chairperson of the Commission shall be selected by ballot as the last order of business at the April quarterly meeting of the Commission, to take office effective as of said date, and they shall hold their terms of office for a period of two years or until their successors have been duly elected and qualified. The Chairperson shall appoint a Nominating Committee for the purpose of nominating Commission members for election as officers, and the Chairperson shall advise the Commission of his or her selection of such a Nominating Committee at the January meeting.

Section 3. REMOVAL: Any of the officers may be removed for cause and may be removed if

incapacitated or unable to attend meetings and perform the duties of his office. Removal from office shall require a two-thirds (2/3rds) vote of the Commissioners present, voting at a legal meeting.

Section 4. VACANCIES: Should any office become vacant for any cause, the Commission shall select a successor from among the Commission members who will serve until the next April quarterly meeting of the Commission when the regular elections are held.

Section 5. CHAIRPERSON: The Chairperson of the Commission shall preside, and may vote, at all meetings of the Commission. He or she may present to the Commission such matters as, in his or her judgment, require attention, and he or she shall perform such other duties as are entrusted to the Chairperson by statute or by these By-laws. Subject to any contrary requirements in these By-laws, the Chairperson shall be guided by Robert's Rules of Order in the conduct of meetings. In no event shall any one member serve as Chairperson for more than three consecutive terms. The Chairperson may also act on behalf of the Steering-Executive Committee and/or full Commission in the rare instances that a timely commitment of County levy funds is required in order to take advantage of state or federal grant funding opportunities. In such cases, the Chairperson's may approve such commitments for an amount equal to or less than \$50,000. In all cases, when such action is used, the item shall be placed on the next available Steering-Executive Committee agenda for review and follow up action by the Steering Executive Committee as a whole. The Commission Chairperson will be compensated an additional annual net stipend of \$1,000 beginning in 2020, with the first payment to be made in March, 2021 and then annually thereafter.

Section 6. VICE-CHAIRPERSON: The Vice-Chairperson shall preside in the absence of the Chairperson or in the event that the Chairperson is incapacitated or unable to serve, and in the absence or disability of the Chairperson, his or her duties shall be performed by the Vice-Chairperson.

Section 7. SECRETARY-TREASURER: The Executive Director of the Commission shall be designated as the Secretary-Treasurer of the Commission and shall keep and distribute minutes of all meetings of the Commission and shall counter-sign all documents as required to be executed, and shall keep and preserve all resolutions, transactions, findings and determinations of the Commission. In the absence of the Secretary-Treasurer, the Chairperson may name a Deputy Secretary-Treasurer who shall perform the duties of the Secretary-Treasurer at that meeting, or until the office shall have been filled as heretofore provided. The Secretary-Treasurer of the Commission shall keep all the funds of the Commission except those funds held by governmental agencies in trust for the Commission, and shall deposit them in a depository authorized by the Commission, and shall keep an accurate record of all receipts and disbursements. He or she shall be required to supply a bond in the amount of Fifty-Thousand Dollars (\$50,000), the premium for which shall be paid out of the Commission's funds, and he or she shall make all the disbursements under the direction of the Commission.

Section 8. ADDITIONAL OFFICERS: The Commission, at an annual, special or quarterly meeting, may create such additional officers as it may deem in its judgment advisable and prescribe their duties.

ARTICLE VI - MANAGEMENT

Section 1. EXECUTIVE COMMITTEE: The Executive Committee shall be comprised of the entire Commission membership as set forth in Article IV.

Section 2. STANDING COMMITTEES: Appointments to ~~S~~standing ~~e~~Committees shall be made by the Chairperson at its Annual Meeting based on recommendations of the Nominating Committee. Such appointments shall not include designation of the committee chairperson and vice-chairperson as such positions are nominated and elected by the Committees themselves.

There shall be Standing Committees and sub-committees including but not limited to the following:

- A. **~~Steering-Executive~~ Committee:** The ~~Steering-Executive~~ Committee shall be composed of at least ~~eightseven~~ (78) members who serve as their respective county board chair or their designee. The Chairperson and Vice-Chairperson positions for the Committee can, but is not required to be, the same as the current Commission Chairperson and Vice-Chairperson positions. The Secretary-Treasurer of the Commission shall be the secretary of the ~~Steering-Executive~~ Committee and shall attend all meetings of the Committee, keep a record of the proceedings and perform such other duties as may be designated to him or her by the Committee. The Secretary-Treasurer shall be an ex-officio member of this Committee without voting privileges. The duties of the Committee shall include:
1. Ensure proper coordination and cooperation among the planning committees of the Commission and their respective citizens' or technical advisory committees.
 2. Act in emergency situations with the full power and authority of the Commission taking appropriate action until action is taken at the next Commission meeting, subject only to the limitation of \$50,000 for any expenditure resulting from such action. Refer also to Article V, Section 5 regarding additional Chairperson authorities for the timely approval of County levy commitments for state and federal funding opportunities, and the Commission's Financial Procedures Manual for authorities of the Executive Director.
 3. Keep the Commission advised of pending legislation affecting the Commission, its policies and its programs.
 4. Prepare and submit at the quarterly July meeting a preliminary budget and work program for the purposes of establishing the levy.
 5. Recommend entering into contracts with member governmental units for the provision of staff planning services.
 6. Recommend the employment of auditors to audit the ~~books~~-financials of the Commission.
 7. Direct the payment of any bills, claims or expenses incurred on behalf of and approved by the Commission.

8. Recommend the appointment of employees necessary to administer and carry out the functions of the Commission.
9. Recommend the salaries and wages of all employees of the Commission.
10. Recommend a per diem compensation, mileage and other expenses to be paid members of the Commission.
11. Direct and monitor the current planning, information system and administration, and overhead program elements.

B. Planning Committees: The composition of the various planning committees shall be determined by the Steering-Executive Committee. The general functions of the committees include:

1. Elect a Committee Chairperson and Vice-Chairperson as their first order of business at the first regular Committee meeting following the Annual Meeting. The Steering-Executive Committee Chairperson and Vice Chairperson shall generally be the same as the current Commission Chairperson and Vice-Chairperson, but it is not required.
2. Provide orientation information for new Planning Committee members at the first meeting following the Annual Meeting.
3. Prepare the annual work program statement of activities for their respective program element(s).
4. Review detailed study designs for major work elements.
5. Monitor progress on work activities, review staff drafts of analytical reports and alternative plan and program proposals.
6. Report, advise and recommend on activities for their respective program element(s) including their responsibilities for elements of the regional comprehensive plan to the full Commission for action.
7. Review specific project proposals for conformance with adopted plans and policies.
8. Coordinate activities with those of other committees when necessary and desirable.
9. Maintain liaison with appropriate citizen and technical advisory committees.

The specific duties of the Planning Committees are as follows:

~~**Regional Comprehensive Planning Committee:** This committee directs and monitors the regional comprehensive plan and oversees other matters of regional impact.~~

a) Economic Development Committee: This Committee directs and monitors the economic development and housing work program elements and maintains liaison with respective technical advisory committees, including the Comprehensive Economic Development Strategy (CEDS) Committee. The

CEDS Committee composition and operational structure is managed through the guidelines adopted by the Commission in Resolution No. 29-09.

- b) **Environmental Management Committee:** This committee oversees the Water Quality Management Program (also known as the sewer service area program), the NR-135 Non-metallic Mining Program, and environmental planning programs as outlined within the Annual Work Program.
- a)c) **Transportation Committee:** ~~This~~This committee directs and monitors the transportation work program element in accordance with state and federal regulations. In addition, this Committee M~~aintains~~aintains liaisons with the Transportation Policy Advisory Committees and the Transportation Technical Advisory Committee.
- (d) ~~**Open Space and Environmental Management Committee**—This committee directs and monitors the open space and environmental management program element.~~
- (e) ~~**Community Facilities Committee**—This committee directs and monitors the community facilities program element. The committee has responsibility to act on behalf of the Commission for sewer service area amendments and reviews.~~

Section 3. SPECIAL PROJECT COMMITTEES: The Commission may from time to time create special project committees from the Commission membership to perform under delegated authority of the Commission.

Section 4. ADVISORY COMMITTEES: The Commission shall seek the advice and cooperation of interested citizens, public officials and agency administrators. Citizen and Technical Advisory Committees shall be established as the Commission shall deem necessary to effectively carry out the purposes of the organization. The membership of the Citizen and Technical Advisory Committees shall be established in such manner as determined by the Commission.

Section 5. NOMINATING COMMITTEE: The Nominating Committee shall consist of one Commissioner from each County appointed by the Chairperson and approved by the Commission at their January meeting, provided that no officer may serve on the Committee. The nominating Committee shall review the results of an internal survey of Commissioners (developed and sent out by staff) as part of their deliberations on Committee assignments. The Committee may, at its discretion, develop and institute a standard rotation schedule of Committee assignments based on agreed upon criteria.

Section 6. STAFF: The Commission may conduct its operations through a permanent staff hired in a manner that the Steering Executive Committee may determine, or through retention of part-time professional, technical and clerical employees, through consultants or through other personnel that it may deem qualified to assist in its business. The Commission may delegate to the staff and to those persons hired by it those functions that the Commission may determine, but the said Commission will remain solely responsible in all matters.

Section 7. DEPOSITORY: The Commission shall determine a depository for the funds of the Commission and direct the Secretary-Treasurer therein to deposit the funds in such designated depository in such manner so the deposits will not be made inconsistent with Wisconsin Law

and which may be subject to review by the Commission as a body. The terms and conditions of the agreements between the depository and the Commission shall be incorporated as a part of the By-laws of the Commission.

Section 8. MEETING PAYMENTS AND EXPENSES: A payment for meetings, mileage, and other expenses shall be paid to Commissioners by the Commission. All members shall be reimbursed for actual expenses incurred as members of the Commission in attending meetings and in carrying out the work of the Commission.

ARTICLE VII - CONTRACTS AND EXECUTION OF INSTRUMENTS, CHECKS AND DRAFTS

Section 1. CONTRACTS: The Commission may enter into such contracts which are necessary to carry out the purposes and duties of the Commission and which are not inconsistent with the provisions of the Wisconsin law. The Commission may apply, contract for, receive, and expend for its purposes, any funds, grants, gifts or donations from any local governmental unit, the State of Wisconsin, the Federal Government or any other source.

Section 2. EXECUTION OF INSTRUMENTS: When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the Chairperson or Vice-Chairperson, and the Secretary-Treasurer may execute the same in the name and behalf of the Commission per the limits expressed in the Financial Procedures Manual. The Commission shall have the power to designate the officers and agents who shall have authority to execute any instrument in behalf of the Commission.

Section 3. CHECKS AND DRAFTS: The Commission may authorize and direct the Secretary-Treasurer to issue such checks, drafts and vouchers as it may deem necessary for the payment of bills and expenses incurred for and on behalf of the Commission. All disbursements made by check drawn on the Commission's depository bank shall be signed by the Secretary-Treasurer. In the Secretary-Treasurer's absence, the Deputy Assistant Director may sign checks, drafts, and vouchers. To facilitate prompt payment of small bills and expenses, there is established a petty cash fund of \$100. This petty cash fund is authorized to be placed in the custody of the Secretary-Treasurer, or their designee, who may make payment of claims up to \$100.

ARTICLE VIII - FISCAL YEAR

Section 1. The fiscal year of the Commission shall be the calendar year.

ARTICLE IX - SEAL

Section 1. The Commission shall procure an official seal which shall contain the following legend: "EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION."

ARTICLE X - AMENDMENTS

Section 1. Except as described in Section 2, below, these By-laws may be amended at any quarterly meeting of the Commission. The Secretary-Treasurer shall be sent out to each

member of the Commission a copy of the proposed amendment or amendments to the By-laws. This shall be done not less than five (5) days prior to the date of the meeting at which they will be considered. Amendment of these By-laws shall require a majority vote of the Commissioners present, voting at a legal meeting (when a quorum is present).

Section 2. Article IV, Section 1 hereof shall be amended only in accordance with resolutions approved by the governing bodies of a majority of local units within the Commission, and these units shall have in the aggregate at least half of the population of the region.

ARTICLE XI - COMPLIANCE WITH FEDERAL AND STATE OF WISCONSIN LAW

Section 1. INCONSISTENCIES: In the event that these By-laws, or any provisions herein contained, should in any manner be contrary to or violate of the provisions of Federal or State of Wisconsin Law, the provisions of the Federal or State of Wisconsin Law shall prevail.

ARTICLE XII – METROPOLITAN PLANNING ORGANIZATION FUNCTION & RESPONSIBILITIES

Section 1. PURPOSE: To implement Federal and State level transportation planning requirements as the designated Metropolitan Planning Organization (MPO) for the Fox Cities and Oshkosh Metropolitan Planning Areas (MPAs).

Section 2. OFFICIAL DESIGNATION: The East Central Wisconsin Regional Planning Commission (Commission) through cooperative partnership agreements with the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the Wisconsin Department of Transportation (WisDOT) is the designated Metropolitan Planning Organization (MPO) for the Appleton (Fox Cities) Transportation Management Area (TMA) and the Oshkosh Metropolitan Planning Area (MPA).

Section 3. URBANIZED AREA BOUNDARY & METROPOLITAN PLANNING AREA: Per the 2010 Decennial Census, the Appleton (Fox Cities) and Oshkosh Urbanized Areas and Metropolitan Planning Areas (MPAs) includes portions of Calumet, Outagamie and Winnebago Counties.

Section 4. MPO POLICY BOARD: The Appleton (Fox Cities) and Oshkosh Metropolitan Planning Organizations (MPOs) are governed by a single MPO Policy Board containing the same representation of elected and appointed representatives as those of the Commission. All functions, responsibilities, and authorities conveyed in these Bylaws, as they pertain to the Commission, are conferred to the MPO Policy Board when exercising such authority on transportation related policy matters or decisions.

Section 5. MPO STAFF: MPO staff is responsible for carrying out the federal transportation planning process in conjunction with its partners. The Commission is the hosting body for the MPO staff. As such, MPO staff are Commission employees.

Section 6. RESPONSIBILITIES MPO POLICY BOARD: In addition, all other Bylaw responsibilities afforded to the Commission, the MPO Policy Board is the body that reviews and approves all transportation related activities of the MPO. This includes being a forum for cooperative decision-making with the following responsibilities:

- A. Approve goals and objectives of the transportation planning process;
- B. Review and approval the Long Range Transportation Plans (LRTPs) and its updates or revisions;
- C. Review and adopt changes in transportation planning concepts;
- D. Review and approve the Unified Planning Work Program (UPWP);
- E. Review and adopt the Transportation Improvement Program (TIP) including project priorities and approve any changes in the priority schedule;
- F. Ensure the efficient and effective use of the Federal Highway Administration (FHWA) Section 112 and the Federal Transit Administration (FTA) Section 5303 planning funds;
- G. Serve as liaison representatives between various governmental units in the study area to obtain optimum cooperation of all governmental units in implementing various elements of the plan;
- H. Ensure citizen participation and transparency within the transportation planning process through proactive policies and procedures.

Section 7. MPO SUBCOMMITTEES & INTERLOCAL AGREEMENTS: The MPO Policy Board shall have the authority to form temporary (or permanent) subcommittees to conduct the following activities in order to carry out MPO Policy Board functions:

- A. To negotiate the terms of possible funding agreements with member agencies;
- B. To investigate how MPO functions might be improved;
- C. To evaluate the MPO Director's performance and make recommendations;
- D. To conduct research and/or fact-finding regarding MPO plans, policies or operations.

All findings, recommendations and/or proposals submitted by MPO subcommittees shall not be binding, but are subject to review and final approval of the MPO Policy Board.

PROPOSED RESOLUTION NO. 17-23

AMENDING THE BY-LAWS OF THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

WHEREAS, the East Central Wisconsin Regional Planning Commission may amend its' By-laws at any quarterly meeting (Article X, Section 1), and;

WHEREAS, the East Central Wisconsin Regional Planning Commission Board may amend certain portions of the By-laws at a quarterly meeting after receiving a majority vote (Article X, Section 1), and;

WHEREAS, the Steering Committee shall now be referred to as the Executive Committee, and;

WHEREAS, the Regional Comprehensive Plan Committee, the Community Facilities Committee, and the Open Space Recreation and Environmental Management Committee will be consolidated to become the Environmental Management Committee, and;

WHEREAS, additional administrative revisions have been made to the By-laws, and;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission amends the By-laws through the repeal and re-writing of various sections and paragraphs as illustrated in the attached document and hereto made part of this resolution.

Effective Date: April 28, 2023

Submitted By: Steering Committee

Prepared By: Melissa Kraemer Badtke, Executive Director

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer Badtke–ECWRPC Executive Director

TO: Steering Committee
FROM: Melissa Kraemer Badtke, Executive Director
DATE: April 19, 2023
RE: Amending the 2023 Work Program and Budget for the East Central Wisconsin Regional Planning Commission – GO Transit – Transit Development Plan

In February, 2023, East Central staff sent out a request for proposals for the development of the GO Transit - Transit Development Plan. East Central worked with a selection team to review the proposals and select a consultant. However, during the selection process it was noted by staff that the budgets exceeded the funding amount available. East Central staff discussed the situation with the Wisconsin Department of Transportation staff, they provided an increase in the funding for the GO Transit - Transit Development Plan.

Included in the meeting materials is a resolution, a contract amendment and a revised FTA Planning Studies section of the work program to allow for the extension. The work program will be amended to reflect the increased funding level to \$141,876, with the federal share increasing to \$113,501 and the local match increasing to \$28,375. The local match for this project will be provided by the City of Oshkosh and they have agreed to the increased amount.

Staff Recommendation: Staff recommends the Steering Committee approve Proposed Resolution 18-23, which incorporates the amendments to the 2023 Work Program and Budget for the GO Transit – Transit Development Plan and directs the Executive Director to negotiate and enter into a contract amendment with the Wisconsin Department of Transportation.



SECTION 6

FTA PLANNING STUDIES (5303 AND 5304 FUNDING)

Table 17: FTA Special Studies - 2023

		FTA			WisDOT		City of Oshkosh	
		Budget	Dollars	%	Dollars	%	Dollars	%
	GO Transit - Transit Development Plan							
2461	GO Transit - Transit Development Plan	\$ 141,876.00	\$ 113,501	80.0%	\$ -	0.0%	\$ 28,375.00	20.0%
	GO Transit - Master Facilities Plan*	\$100,000.00	\$80,000.00	80.0%	\$ -	0.0%	\$80,000.00	20.0%
	Total Program	\$ 232,680.00	\$ 106,144.00	80.0%	\$ -	0.0%	\$ 106,536.00	20.0%

*This project was not assigned a project identification number, as there will not be MPO staff time or matching funds on this project from the Commission. Funds will remain solely within GO Transit's budget.

**Section 6.1 -
2461 Work Item: GO Transit – Transit Development Plan Update**

Objectives: Work with GO Transit and a consultant to update the Transit Development Plan.

2461 - Work Program Funding Allocation		
FTA (5304)	\$ 113,501.00	80.0%
GO Transit	\$ 28,375.00	0.0%
ECWRPC	\$0.00	20.0%
Total	\$ 141,876.00	100.0%

2461 - Staff Allocations	
Position	Hours
MPO Director	20
Principal Planner	60
Senior Planner	0
Associate Planner	0
GIS Manager	20
GIS Analyst 1	100
IT Manager	0
Controller	0
Administrative Coordinator	0

2461 Work Program—FY 2023 Schedule of Activities & Work Products	
Description	Completion Date
1.1 Administration of FTA Grant including procurement process for hiring a consultant.	Jan – April '24
1.2 Data Collection and review of Ridership.	May – August '23
1.3 Public Outreach and participation.	Jan – April '24
1.4 Transit Service Planning	May – April '24
1.4 Development of Transit Development Plan.	May-April '24

**Section 6.2 -
Work Item: GO Transit – Facilities Master Plan**

Objectives: Work with GO Transit and a consultant to update the Transit Development Plan.

Work Program Funding Allocation		
FTA (5304)	\$ 80,000 .00	80.0%
GO Transit	\$ 20,000.00	0.0%
ECWRPC	\$0.00	20.0%
Total	\$ 100,000.00	100.0%

Staff Allocations	
Position	Hours
MPO Director	0
Principal Planner	0
Senior Planner	0
Associate Planner	0
GIS Manager	0
GIS Analyst 1	0
IT Manager	0
Controller	0
Administrative Coordinator	0

GO Transit will administer a 5304 grant to hire a consultant to create a master facilities plan, including an evaluation of the facility to accommodate elective vehicles and charging infrastructure.

These funds will not be passed through the MPO, and this project will be the sole responsibility of GO Transit and the City of Oshkosh. As such, this project and these funds are not reflected in the agency's overall budget. However, as GO Transit is receiving 5304 funds and falls within the Oshkosh MPO, this project is being incorporated into the work program per federal guidance.



Federal Transit Administration Section 5304
Statewide Planning Grant Program
2022 Program Grant Agreement, First Amendment
East Central Wisconsin Regional Planning Commission (ECWRPC)
DUNS: TJ7SD8AF5NE6

First Amendment to Calendar Year 2022 Grant Agreement

This Grant Agreement amendment ("Amendment") is made by and between the State of Wisconsin Department of Transportation ("Department") and the East Central Wisconsin Regional Planning Commission ("Recipient").

WITNESSETH THAT:

WHEREAS, the Recipient and the Department have entered into a CY 2022 Section 5304 Planning Grant Agreement ("Agreement") that was executed on February 9, 2023; and,

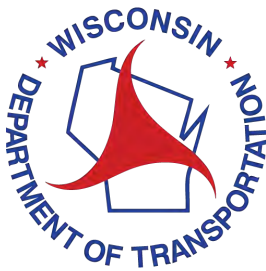
WHEREAS, the Recipient has been awarded funding under said Agreement, using federal funds as authorized in 49 USC Chapter 53, Section 5304 of the Federal Transit Act, to update the Greater Oshkosh (GO) Transit Development Plan (TDP); and,

WHEREAS, the Recipient requires additional funds as a result of the RFP contract award exceeding the original project budget specified in said Agreement;

NOW, THEREFORE, the parties hereto do mutually agree to revise Article IV of the Agreement to read as follows:

ARTICLE IV: GRANT AWARD AMOUNT

The total payment to the Recipient under this Agreement shall not exceed **\$113,501** (based on a project budget of \$141,876) or 80 percent of total project costs, whichever sum is less.



Federal Transit Administration Section 5304
Statewide Planning Grant Program
2022 Program Grant Agreement, First Amendment
East Central Wisconsin Regional Planning Commission (ECWRPC)
DUNS: TJ7SD8AF5NE6

IN WITNESS WHEREOF, the parties have executed this Amendment in the manner most appropriate to each.

**EAST CENTRAL WISCONSIN REGIONAL
PLANNING COMMISSION**

Signature: _____

Name: _____

Title: _____

Date: _____

**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION**

Signature: _____

Ian Ritz, Chief
Public & Specialized Transportation Section
Division of Transportation Investment Management

Date: _____

PROPOSED RESOLUTION NO. 18-23

AMENDING THE 2023 WORK PROGRAM AND BUDGET FOR THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE COMMISSION TO ENTER INTO A CONTRACT AMENDMENT WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR THE GO TRANSIT – TRANSIT DEVELOPMENT PLAN

WHEREAS, Article II, Section 2 of the By-Laws of the East Central Wisconsin Regional Planning Commission (ECWRPC) requires the adoption of an annual budget, and;

WHEREAS, the 2023 Work Program and Budget was adopted by the Commission on January 27, 2023, and;

WHEREAS, the Wisconsin Department of Transportation administers Section 5304 program funding for the Federal Transit Administration, and;

WHEREAS, East Central applied for and was awarded Section 5304 funding from the Wisconsin Department of Transportation, and;

WHEREAS, the 2023 Work Program and Budget will be amended to include additional funding for the GO Transit – Transit Development Plan, and;

WHEREAS, these funds will be utilized for East Central staff to administer the program deliverables, and;

WHEREAS, East Central will hire a consultant to assist in the development of the GO Transit – Transit Development Plan, and;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission hereby amends the 2023 Work Program and Budget to reflect the additional funding for the GO Transit – Transit Development Plan.

Section 2: That the Executive Director is authorized to negotiate and enter into a contract amendment with the Wisconsin Department of Transportation for the purposes of administering the Section 5304 funding for the GO Transit – Transit Development Plan.

Effective Date: April 28, 2023

Submitted By: Steering Committee

Prepared By: Melissa Kraemer Badtke, Executive Director

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer Badtke—ECWRPC Executive Director

TO: ECWRPC Steering Committee
FROM: Casey Peters, GIS Analyst I
DATE: April 19, 2023
RE: Authorizing Executive Director to enter into Contract for Professional Services
with SRF Consulting Group for the GO Transit – Transit Development Plan

Background

In the Transportation Work Program and Budget under Transit Administration Planning Studies, it is written that in 2023 East Central will assist in selecting a consultant to complete a Transit Development Plan for GO Transit (City of Oshkosh Transit System). This plan will provide comprehensive review of ridership trends and data, engage with local stakeholders, and provide recommendation to maintain and improve system efficiency. ECWRPC will assist with ridership surveys, attend check-in and stakeholder meetings, and manage invoices for the duration of the contract. The Transit Development Plan for GO Transit is updated approximately every five years, with the last update occurring in 2018

This project is funded through the 5304 – Statewide Planning Grant, which was approved in the Unified Transportation Work Program and Budget on October 28, 2022 and amended on January 27, 2023.

The purpose of this project is to assess the everchanging conditions of the GO Transit system, and provide recommendations to how GO Transit can adapt the system to best fit the needs of all potential users. In addition to reviewing current conditions, SRF Consulting will access major trip generators, micro transit services, and funding strategies. A robust public outreach campaign will solicit feedback from residents, businesses, civic institutions, leaders, and service organizations. This information will culminate in a plan outlining recommendations for the GO Transit system to be implemented over the next five years.

On February 13, 2023, the Commission issued a Request for proposals; four firms responded to the request. A selection committee reviewed the proposals, which determined the most qualified firm. Ultimately, SRF Consulting Group, was selected. Staff is seeking approval from the commission to enter into contract with SRF Consulting Group for \$124,876.50

Staff Recommendation: Staff recommends that the Steering Committee approves Resolution 19-23, which authorizes the Executive Director to enter into contract with SRF Consulting Group.



East Central Regional Planning Commission Contract for Consultant Services from: SRF Consulting Group

EC Project ID Number: 2461-023-01
Catalog of Federal Domestic Assistance (CFDA) Number: 20.205

March 23, 2023

Paul Martens
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416-3791
pmartens@srfconsulting.com
(763) 475-0010

SUBJECT: AUTHORIZATION TO BEGIN WORK ON THE CONSULTANT
CONTRACT between East Central WI Regional Planning Commission (COMMISSION)
and SRF Consulting Group (CONSULTANT)

The consultant is hereby authorized to begin work on the following subject contract.

EC Project Number: 2461-023-01 Authorized Amount: \$ 124,876.50

The total cost of this authorization will not exceed the amounts listed for each project unless the COMMISSION issues a revised authorization letter to the CONSULTANT. This and subsequent authorizations may not exceed the contract upper limit. The CONSULTANT must include the EC Project Number on invoices submitted to the COMMISSION for payment.

A copy of the executed CONTRACT is enclosed.

If you have any questions concerning the CONTRACT, please contact Casey Peters, GIS Analyst I, at (920) 751-4770 or cpeters@ecwrpc.org.

Sincerely,

Melissa Kraemer Badtke
Executive Director

Cc: Sara Otting, CPA
Casey Peters, GIS Analyst I

Enclosure

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CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND SRF CONSULTING GROUP (CONSULTANT)

FOR PROJECT NUMBER: 2461-023-01

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and SRF Consulting Group (CONSULTANT), provides for those services described in detail herein and is for the purpose of the following:

The City of Oshkosh, GO Transit and ECWRPC seek to develop a Transit Development Plan (TDP) for the GO Transit system. This TDP will analyze ridership data, engage applicable stakeholders, provide recommendations for complete system improvements, and more. The TDP is typically updated every five years, with the last update occurring in 2018.

The COMMISSION deems it advisable to engage the CONSULTANT to provide certain services and has authority to contract for these services under Article 7, Section 1 of East Central's bylaws and under East Central's competitive bid policy.

The CONSULTANT will be compensated by the COMMISSION for services provided under this CONTRACT on the following actual cost basis:

- a) An ACTUAL COST up to **\$124,876.50** paid in monthly installments for work completed between May 1, 2023 and April 30, 2024 **(see Appendix B, Section 9, Item 9 for a complete payment schedule)**.
- b) The **final invoice** can be submitted once the **final services and materials have been submitted to the COMMISSION** and **both parties are in agreement** that the report is the final product and the **project has been completed**.
- c) The CONSULTANT services will be completed by April 30, 2024, with various phases completed within the timeframes identified in the Scope of Services (Appendix A). Compensation for all services provided by the CONSULTANT under the terms of this contract is on an ACTUAL COST basis and **shall not exceed \$124,876.50** in total.

The CONSULTANT represents it is in compliance with the laws and regulations relating to its profession and signifies its willingness to provide the desired services.

The CONSULTANT Representative and billing contact person is Paul Martens, whose work address/e-mail and telephone number are as follows:

Paul Martens
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416-3791
pmartens@srfconsulting.com
(763) 475-0010

The COMMISSION Representative is Casey Peters, whose work address/e-mail address and telephone number are as follows:

Casey Peters
400 Ahnaip Street, Suite 100
Menasha, WI 54952
cpeters@ecwrpc.org
920.751.4770

The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of one hundred twenty-one (121) pages, including all appendices.

For the CONSULTANT

**For the East Central Wisconsin Regional
Planning Commission**

By:

By:

Aleksandra Tadic
SRF Consulting Group

Melissa A. Kraemer Badtke
Executive Director
East Central WI Regional Planning
Commission

Date:

Date:

APPENDIX A: SCOPE OF SERVICES AND BUDGET FOR PROJECT NUMBER: 2461-023-01

East Central Wisconsin Regional Planning Commission

SRF Consulting Group Proposal to Provide: **City of Oshkosh (GO Transit) Transit Development Plan**

SRF Consulting Group
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416-3791

Purpose:

East Central Wisconsin Regional Planning Commission (ECWRPC) issued a Request for Proposals (RFP) to facilitate the development of City of Oshkosh (GO Transit's) Transit Development Plan (TDP). GO Transit seeks to update its TDP on a five-year cycle to best reflect the community's needs. With the next iteration of the TDP, GO Transit seeks to evaluate potential changes to routes and services. To achieve this goal, this TDP will review GO Transit ridership trends and trip generators, develop recommendations to improve efficiency and address needs in the community, and evaluate current services and funding sources.

The purpose of this project is to work with GO Transit, ECWRPC, the City of Oshkosh, and stakeholders to update the GO Transit - Transit Development Plan, which was last updated in 2018. This TDP will address GO Transit ridership trends, analysis of major trip generators, recommendations for a more efficient transportation system, analysis of non-fixed route services, modifications to route and driver schedules, and more.

Scope of Work and Deliverables

The project deliverables outlined in the tasks below are summarized from the SRF Consulting Group Proposal. For a comprehensive understanding of project deliverables, please see the Proposal in Appendix F as a part of this contract.

Task 1: Review GO Transit Ridership Trends	\$11,868.07
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Provide a comprehensive review of GO Transit ridership demographics, ridership by fare type, revenue hours and miles, route productivity, on-time performance, origin and destination analysis, and stop-level boarding and alighting data. SRF will work with GO Transit and East Central Wisconsin Regional Planning Commission to acquire required data.	
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Task 2: Identify Major Generators	\$4,315.66
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SRF Consulting will identify major trip generators within the GO Transit service area, and perform a Census-based demographic analysis to identify areas with high transit propensity.	
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Task 3: Develop System Recommendations

\$12,407.53

Based on the analyses of recent ridership data, major generators, and service area demographics, SRF will work to develop a set of fixed-route and demand-response recommendations that reflect the vision and mission for transit in Oshkosh. SRF will also gauge GO Transit's priorities, determine customer and stakeholder preferences, providing operating context, and identify local partnership needs.

Task 4: Develop Funding Implementation Strategies

\$4,855.12

SRF Consulting will assist in documenting current local funding sources, levels, and processes for working with individual jurisdictions relative to their financial participation in transit. This includes fare revenue, City of Oshkosh funds, and additional state and federal sources. This evaluation includes review of the past five-years of revenue structure. This analysis will examine the previous funding structure for strengths and weaknesses, and provided recommendations for future sources and best practices.

Task 5: Evaluate & Recommendations for Micro Transit

\$9,710.24

SRF will work with GO Transit and partners to present micro transit potential/impacts and confirm the goals of the micro transit system. SRF will assist in defining these objectives, determine service area hours and durations, identify options for expansion, define performance metrics and data required for future evaluation. This process will evolve based on stakeholder feedback.

Task 6: Conduct Public Outreach

\$55,508.00

SRF will provide a public engagement plan (PEP) to outline schedule and strategies for promotion of the Transit Development Plan. SRF will identify members to include in the Steering Committee and determine opportunities to engage with residents, businesses, civic institutions, leaders, and service organizations. The PEP will set engagement goals and outcomes intended to inform stakeholders of the scope of the TDP, create opportunities for community members to provide input, and refine the goals and desired outcomes of the TDP. Project management team meetings will meet bi-weekly with representatives from GO Transit, City of Oshkosh, and ECWRPC staff to provide day-to-day guidance on project status. There will be 5 Steering Committee Meetings completed in-person. Additional input will be solicited from drivers and local businesses. Finally, SRF will hold two public forums to solicit feedback on drafted recommendations.

Task 7: Develop Final Transit Development Plan Document

\$15,104.81

The final report will compile previous deliverables and final recommendations. An executive summary will also be provided. This document will provide a comprehensive overview of developed recommendations, as well as outline key findings from analysis and public engagement activities. Additionally, a PowerPoint presentation will be provided for use of presenting to Steering Committee and other local presentations. Final materials will be provided for ECWRPC's records in all formats.

Task 8: Pursue Additional Opportunities for Research

\$5,394.58

Tasks for further study will be identified through the duration of the TDP process. Some potential projects include micro transit implementation assistance, accessibility analysis, Route 10 analysis/assessment, and electric vehicle planning support. The decision for this funding will be determined through consultation with ECWRPC and GO Transit.

Materials and Travel Expenses

\$5,712.50

SRF estimates this total to be required for travel, board, and printed material expenses through the duration of the TDP creation.

Total Project Cost

\$124,876.50

APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR FEDERALLY FUNDED CONTRACTS

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1. Federal Policies

1. For a comprehensive listing of federal policies which apply to this contract, please review the Federal Clauses in the proposal included in Appendix D.

2. Scope of Services

1. The services under this CONTRACT shall consist of performing all work necessary or incidental to accomplish this PROJECT.
2. The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the COMMISSION.
3. The services shall comply with applicable state and federal laws and regulations consistent with the funding for this PROJECT.
4. The CONSULTANT shall from time to time during the progress of the services confer with the COMMISSION and shall prepare and present such information, studies, and reports as may be necessary or as may be requested by the COMMISSION to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the COMMISSION. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by COMMISSION required changes in the detail of the services.
5. Meetings may be scheduled at the request of the CONSULTANT or the COMMISSION for the purpose of discussing and reviewing the services under this CONTRACT. Meeting schedules are to be coordinated with COMMISSION Representative.

3. Personnel

1. The COMMISSION must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the COMMISSION. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the COMMISSION for its consent prior to approval of a candidate.
2. The CONSULTANT agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

It is intended that a single contractor will have total responsibility for all services identified in this RFP. Therefore, any Proposer desiring to use a sub-

contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment “Sub-contractors” and should include:

- o their company’s name,
- o the company’s principal owner(s),
- o description of their involvement in the project, and
- o qualifications for each aspect of this project they may work with.

The subcontractor(s) cannot be changed after submission of the Proposal without the written approval of ECWRPC. The Consultant is responsible for all actions, workmanship, performance, and payment for their subcontractor(s). A contract between the Consultant and the subcontractor must be signed within 14 business days of Consultant’s signed contract with ECWRPC. ECWRPC reserves the rights to a copy of the signed contract between the Consultant and the sub-contractors. ECWRPC reserves the right to terminate the terms of its contract in the event of Consultant’s failure to establish a signed contract between the Consultant and sub-contractor within 14 business days. A copy of the final contract between the Consultant and the sub-contractor must be sent to ECWRPC within 21 business days of the Contract execution between ECWRPC and the Consultant.

4. Reimbursement of Travel Expenses

1. Reimbursement for travel (transportation, food, and lodging) in the performance of Program activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the CONSULTANT. CONSULTANTS may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the COMMISSION.

5. Prior Written Approval

1. The purpose of this project is to work with ECWRPC, GO Transit, and the City of Oshkosh on developing the Transit Development Plan. Any changes in the project/program described in the application to include those identified below require prior written approval from the COMMISSION in the form of an amendment request:
 1. Changes in the specific activities described in the application.
 2. Changes in key personnel as specified in the application and/or this agreement.
 3. Changes in the scope of work contained in any solicitation and/or request for proposals.
 4. Need for additional Federal funds.
 5. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.

6. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this Program agreement.
7. Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
8. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

6. Prohibited Activities

1. **Duplication of Work:** The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the COMMISSION, the CONSULTANT shall submit full information about related programs that will be initiated within the Program period.
2. **Other Funding Sources:** COMMISSION's funds budgeted or Programed for this program shall not be used to replace any financial support previously provided or assured from any other source.
3. **Funds for Attorney/Consultant Fees:** The CONSULTANT hereby agrees that no funds made available from this Program shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing Programs or other services provided by the COMMISSION, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.
4. The CONSULTANT is prohibited from using funds provided from this Program or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
5. Program funds may not be used for marketing or entertainment expenses.
6. Program funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately-owned vehicles.

7. Use of Consultants/Contractors

1. Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.

2. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
3. Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908 as \$250,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$9,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.
4. The CONSULTANT shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Program funds. CONSULTANT's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the CONSULTANT's officers, employees, or agents, or by contractors.
5. The CONSULTANT shall ensure that every consultant and every contractor it employs under the Program complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
6. The CONSULTANT is the responsible authority, without recourse to the COMMISSION, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Program.

8. Prosecution and Progress

A. General

1. Services under this CONTRACT shall commence upon written order from the COMMISSION to the CONSULTANT, which order will constitute authorization to proceed.
2. The CONSULTANT shall complete the services under this CONTRACT within the time for completion specified. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the COMMISSION in the event of a delay attributable to the COMMISSION or

because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.

3. The CONSULTANT shall notify the COMMISSION in writing when the services have been completed. Upon the COMMISSION's subsequent determination that the services have satisfactorily been completed, the COMMISSION will provide written notification to the CONSULTANT acknowledging the formal acceptance of the completed services.

B. Delays and Extensions

1. Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documentable increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustments for reasons of delay.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of the CONTRACT by the other party.
3. Time is of the essence with regard to the delivery of all services under this CONTRACT.

C. Termination

1. The COMMISSION reserves the right to terminate all or part of this CONTRACT at any time upon not less than ten days' written notice to the CONSULTANT.
2. In the event the CONTRACT is terminated by the COMMISSION without fault on the part of the CONSULTANT, or by the CONSULTANT under 8.B.2, above, the CONSULTANT shall be paid for the services rendered, an amount bearing the same ratio to the total CONTRACT prices as the amount of services completed or partially completed and delivered to the COMMISSION bears the total amount of services provided for herein, as determined by mutual agreement between the COMMISSION and the CONSULTANT as the CONTRACT amendment.
3. In the event the services of the CONSULTANT are terminated by the COMMISSION for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value of the services rendered and delivered to the COMMISSION up to the time of termination. The value of the services will be determined by the COMMISSION.
4. In the event of the death of any member or partner of the CONSULTANT's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the COMMISSION and the survivors, in which case the CONSULTANT will be paid as set for in Section 9, below.

D. Subletting or Assignment of Contract

1. The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the COMMISSION.
2. When the CONSULTANT is authorized to sublet or assign a portion of the services, the CONSULTANT shall perform services amounting to at least one-half of the original CONTRACT amount.
3. Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.
4. When the CONSULTANT subcontracts a portion of the services, the subcontract shall provide for the performance of the services to the full scope as contemplated in this CONTRACT and to the same standards and concept as if performed by the CONSULTANT.
5. No subcontracting and assignment of any services under this CONTRACT shall state, imply, intend, or be construed to limit the legal liability of the CONSULTANT or the sub-consultant.

9. Basis of Payment

1. The CONSULTANT will be paid by the COMMISSION for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT amendment. Compensation for improper performance by the CONSULTANT will not be allowed. No payment shall be construed as COMMISSION acceptance of unsatisfactory or defective services or improper materials.
2. Reimbursement for costs will be limited to those which are allowable under 2 CFR 200, Uniform Guidance; by COMMISSION policy; and any other applicable federal law.
3. The CONSULTANT shall submit invoices in the format specified in the CONTRACT AGREEMENT (pages 18-19), not more than once per month, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the COMMISSION within 5-10 days of completion of the services. Final payment of any balance due the CONSULTANT will be made promptly upon its verification by the COMMISSION, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the COMMISSION. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.
4. The COMMISSION has the equitable right to set off against any sum due and payable to the CONSULTANT under this CONTRACT, any amount the

COMMISSION determines the CONSULTANT owes the COMMISSION, arising under this CONTRACT.

5. The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the COMMISSION and the COMMISSION's audit team, Wisconsin Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration during normal business hours in respective offices for a period of three years following the final CONTRACT payment.
6. If, in the CONSULTANT's opinion, orders or instructions given by the COMMISSION would require the discarding or redoing of services which were based upon earlier direction or approvals or instruction given by the COMMISSION would involve services not within the scope of services, the CONSULTANT must notify the COMMISSION in writing if it desires extra compensation or a time extension. The COMMISSION will review the CONSULTANT's submittal and, if acceptable, approve a CONTRACT amendment.
7. The CONSULTANT shall pay subcontracts within ten (10) business days of receipt of a payment from the COMMISSION for services performed within the scope of this CONTRACT.
8. All invoices are to be paid by the COMMISSION within thirty (30) days, unless otherwise negotiated.
9. The CONSULTANT shall submit the following documents to the COMMISSION including documentation of project activities completed within 5-10 days of the month's end:
 - a. Letterhead expressing the balance due,
 - b. Invoice, including breakdown of staff time by task,
 - c. Progress Report: Summary of services provided and progress through the projected timeline,
 - d. Should drafts of deliverables not be available, a more detail progress report would be necessary, and
 - e. Itemized detailed receipts for travel, meals, etc.

10. All invoices for payment shall be submitted to:

Casey Peters	-	cpeters@ecwrpc.org
CC: Sara Otting	-	sotting@ecwrpc.org

10. Separate Bank/Fund Accounts

1. The CONSULTANT is not required to establish a separate bank account but may do so. The CONSULTANT, however, must maintain accounting records to adequately identify the source and application of Program funds. Other considerations, such as Federal Deposit Insurance Corporation coverage, shall be in accordance with the provisions of 2 CFR Part 200.

11. Audits

1. The CONSULTANT agrees to comply with audit requirements as specified in 2 CFR Part 200.
2. The CONSULTANT shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The CONSULTANT shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.
3. The CONSULTANT shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the COMMISSION.
4. The COMMISSION will seek to issue a management decision to the CONSULTANT within six months of receipt of an audit report with findings, and the CONSULTANT shall take timely and corrective action to comply with the management decision.
5. The COMMISSION reserves the right to conduct an independent follow-up audit.

12. Miscellaneous Provisions

A. *Ownership of Documents*

All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product, or other information of any type created by the CONSULTANT under this CONTRACT are works created for hire and shall become the property of the COMMISSION upon final payment to CONSULTANT within 30 days of CONSULTANT'S receipt of payment. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any images, graphics, photographs, etc. contained within Consultant's work product thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the Scope of Work. All project documents provided to the CONSULTANT by the COMMISSION or by any third party which pertains to this CONTRACT are property of the COMMISSION.

1. Upon demand by the COMMISSION, all project documents shall be delivered to the COMMISSION. Project documents may be used without restriction by the COMMISSION for any purpose. Any such use shall be without compensation or liability to the CONSULTANT. The COMMISSION has all rights to copyright or otherwise protect the project documents which are the property of the COMMISSION. CONSULTANT reserves the right to use work product created during the term of this Agreement for advertising and marketing purposes.
2. All files (including electronic files) developed by the CONSULTANT must be provided back to the COMMISSION prior to the final invoice being sent to the COMMISSION.

13. Contingent Fees

1. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this representation the COMMISSION shall have the right to terminate this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Legal Relations

1. The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.
2. In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION or FEDERAL HIGHWAY ADMINISTRATION (FHWA) thereby, there shall be no personal liability upon the authorized representatives of the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION or FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The CONSULTANT shall be responsible for any and all damages to property or persons to the extent arising out of negligent act, error and/or omission in the CONSULTANT's performance of the services under this CONTRACT.
4. The CONSULTANT shall indemnify and hold harmless the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION, and FHWA and all of their officers, agendas, and employees on account of any damages to persons or property to the extent resulting from negligence of the CONSULTANT or for noncompliance with any applicable federal, state, or local laws.

15. Nondiscrimination in Employment

1. In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, handicap, sex, physical condition, development disability as defined in sec. 51.01(5) Wis. Stats., sexual orientation as defined in sec. 111.32(13m) Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship.
2. CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of

the nondiscrimination clause

16. Equal Employment Opportunity

1. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
2. The COMMISSION is a Sub-Recipient of WisDOT federal aid funds, hereinafter referred to as the "Sub-Recipient." The sub-recipient assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), and subsequent acts be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Sub-Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contracts/consultants, whether such programs and activities are federal assisted or not (Public Law 100259 [S.557] March 22, 1988.).

In the event that Sub-Recipient (the COMMISSION) distributes federal aids funds to an additional sub-recipient, the Sub-Recipient will include Title VI language in all written agreements and will monitor the additional sub-recipient for compliance. The Sub-Recipient has an authorized Title VI Coordinator with the authority and responsibility for initiating and monitoring Sub-Recipient Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

3. The CONSULTANT will comply with all provisions of Executive Order 11246, "Equal Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).
4. The CONSULTANT will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the COMMISSION, WISDOT, FHWA, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. The CONSULTANT will include the provisions of this section, "Equal Employment Opportunity" in every subcontract.

17. Errors and Omissions

1. The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or its

omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the COMMISSION for any losses to or costs to repair or remedy as a result of the CONSULTANT's negligent acts, errors, or omissions.

2. CONSULTANT represents that the services to be provided under this CONTRACT will be executed in a workmanlike manner, consistent with professional standards of comparable work in this field.

18. Conflict of Interest

1. The CONSULTANT represents that neither it nor any of its affiliates has any financial or personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.
2. The CONSULTANT represents that it will not employ for any services included under the provisions of this CONTRACT any person who is employed by the COMMISSION at the time of execution or during the life of this contract without prior written approval from the COMMISSION.
3. The CONSULTANT represents that it will immediately notify the COMMISSION if an actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, the COMMISSION will review and written approval is required for the CONSULTANT to continue to perform work under this CONTRACT.

19. Certification Regarding Debarment

1. The CONSULTANT certifies (by entering into this CONTRACT) that it and its principals (1) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not been convicted of or had a civil judgment rendered against them within the previous three years; (3) are not indicted or otherwise criminally or civilly charged by a government entity; and (4) have not had one or more public transactions terminated for cause or default within the previous three years.
2. The CONSULTANT agrees that it will not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction unless authorized by the COMMISSION.

20. Insurance Requirements

1. The CONSULTANT shall procure and maintain for the life of the CONTRACT the following types and amounts of insurance from an insurance company(ies) authorized to do business in the State of Wisconsin.
 1. Comprehensive General Liability - \$1,000,000 combined single limits per occurrence.
 2. Auto Liability - \$300,000 combined single limits per occurrence.

3. Worker's Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than \$100,000 employer's liability.

21. Certification Regarding Lobbying

1. The CONSULTANT certifies (by entering into this CONTRACT) that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. The CONSULTANT agrees to comply with the requirements of 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the FHWA/DOT website at www.FHWA/DOT.gov.

22. Disadvantaged Business Utilization

1. The CONSULTANT agrees to ensure that Disadvantaged Business as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts finances in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may results in termination of the CONTRACT by the COMMISSION or other such remedy as the COMMISSION deems appropriate.
2. The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of service.
3. The CONSULTANT shall maintain records and document its performance under this item.

23. National Policy Requirements

1. Debarment and Suspension
The CONSULTANT agrees to comply with 2 CFR Parts 180, "OMB Guidelines to

Agencies on Governmentwide Debarment and Suspension (Non-procurement),” and 1125, “Department of Defense Non-procurement Debarment and Suspension.” The CONSULTANT also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are “covered transactions” under Parts 180 and 1125.

2. **Drug-Free Workplace**
The CONSULTANT agrees to comply with Subpart B, “Requirements for Recipients Other Than Individuals,” of 32 CFR Part 26, “Governmentwide Requirements for Drug- Free Workplace (Financial Assistance).”
3. **Hatch Act**
The CONSULTANT is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the CONSULTANT should seek legal counsel.
4. **Universal Identifier Requirements and Central Contractor Registration**
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 25, as amended, “Universal Identifier and Central Contractor Registration.” The System for Award Management (SAM) has replaced the CCR system.
5. **Trafficking Victims Protection Act of 2000**
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 175, “Award Term for Trafficking in Persons.”
6. **Reporting Sub-award and Executive Compensation Information**
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 170, “Reporting Sub-award and Executive Compensation Information.”

APPENDIX C:

PROPOSED PROJECT TIMELINE

APPENDIX D:

SRF PROPOSAL



GO TRANSIT TRANSIT DEVELOPMENT PLAN

RFP # 2461-023-001

EAST CENTRAL WISCONSIN REGIONAL
PLANNING COMMISSION & CITY OF
OSHKOSH





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Saint Paul, MN 55114
651.333.4100
www.srfconsulting.com

March 14, 2023

Casey Peters
cpeters@ecwrpc.org
East Central Wisconsin Regional
Planning Commission
400 Ahnaip St. Suite 100
Menasha, WI 54952

SUBJECT: CITY OF OSHKOSH (GO TRANSIT) TRANSIT DEVELOPMENT PLAN

Dear Casey Peters and Members of the Selection Committee:

On behalf of SRF Consulting Group, it is my pleasure to submit this proposal for professional transit planning services to the East Central Wisconsin Regional Planning Commission (ECWRPC) for the City of Oshkosh (GO Transit) Transit Development Plan (RFP # 2461-023-001). SRF has assembled an outstanding team of service planners, forecasters, and community engagement specialists that are uniquely qualified to act as a seamless extension of ECWRPC and GO Transit staff for this effort.

Over the past decade, SRF's Transit Planning team has been proud to serve alongside our friends and colleagues at ECWRPC to help answer challenging questions throughout East Central Wisconsin, including through the I-41 Commuter Service Feasibility Study (2019), Fond du Lac Transit Development Plan (2022), and Valley Transit Transit Development Plan (2019). Our firm has been engaged with GO Transit staff directly on numerous projects since the agency's last TDP, including the GO Transit Downtown Facility Study (2019), Route 9 Alternatives Analysis (2018), and Route 10 Analysis (2022). Additionally, we completed the City of Oshkosh Public Building Accessibility Assessment (2022). We have also been privileged to conduct GO Transit's 2012 and 2018 Management Performance Reviews on behalf of the Wisconsin Department of Transportation, adding to our understanding of the agency's strengths and opportunities for growth.

Building on these previous efforts, our team's vision and priority is to help GO Transit respond to the challenges of today's transit operating environment and build a sustainable, innovative, and inclusive future. Our tradition of partnership adds tremendous value to this effort, as we have detailed knowledge of the existing GO Transit system, an understanding of the COVID-19 pandemic's impact on service, and trusted relationships with agency and community stakeholders. For this project, SRF has structured our team to provide ECWRPC and GO Transit with seasoned planning professionals specializing in transit planning, data analysis, and public engagement.

Our project manager, Matthew Stegeman, has eight years of transit planning experience, specializing in service planning and shared-mobility strategy across a wide variety of geographic settings. Most recently, Matt led transit development plans in Fond du Lac and Janesville, Wisconsin, that involved thoughtful analysis of pandemic-era ridership patterns and the identification of service alternatives, including micro-transit. Matt also assisted SRF with planning for Valley Transit's Post-Pandemic Study (2022), Green Bay Metro's GBM On Demand service (2020), and other mobility-on-demand pilot projects.

Prior to joining SRF, Matt worked as a Senior Planner with Pace Suburban Bus in greater Chicago, managing routes, schedules, and service changes for fixed-route and demand response services totaling 10 million annual trips. Matt will be supported in this project by Joe Kapper, Senior Project Manager and strategic advisor. Joe brings unparalleled consultant experience and knowledge of Wisconsin's transit policy environment and will work closely with Matt to ensure project success.

We are happy to offer the following advantages in selecting the SRF team:

- **Exceptional transit planning experience** – SRF's unmatched experience in Wisconsin transit planning will provide ECWRPC and GO Transit with in-depth expertise and an up-to-date understanding of the local funding and policy environment. SRF's recent experience includes planning for mobility-on-demand alternatives, including microtransit, to support diverse trip purposes and coverage needs.
- **Inclusive engagement** – When weighing the costs and benefits of transit service changes, policymakers require effective outreach to agency stakeholders and the public. SRF will employ a proactive, flexible, and inclusive approach to engage agency staff, solicit community feedback, and prioritize input from historically underrepresented groups.
- **A focus on the customer** – We believe the best transit plans take a customer-centric approach, providing a layered network of transit services that combine to offer efficient, effective, and equitable access to destinations.

We appreciate this opportunity to submit our approach and qualifications for this contract, and we believe that you will find the SRF team highly qualified to meet your needs. Should you have any questions or wish to discuss SRF's proposal, please feel free to contact me at **(651) 333-4139** or mstegeman@srfconsulting.com.

Sincerely,



Matthew Stegeman
Project Manager



Adele Hall, AICP
Project Director – Transit Planning



PROJECT UNDERSTANDING & WORK PLAN

The GO Transit TDP Update is occurring at a critical time in the transit industry. Across the United States, public transit agencies have experienced in months ridership impacts and shifts in travel patterns that normally would take generations. Following the severe ridership declines and public safety concerns of 2020, the COVID-19 pandemic changed how many people relate to their jobs, commutes, and travel choices. With the rise of remote work, many people are commuting less often, while others continue to need reliable access to in-person employment, health-care, and essential services. As ridership recovers, transit agencies are faced with the need to examine “the new normal” and prioritize service to meet the needs of today’s riders.

Within ECWPRC’s planning area, peer transit agencies have begun to plan for a post-pandemic future. In the Fox Cities, Valley Transit and the City of Appleton have reassessed and reprioritized transit frequency to serve the most productive routes while simultaneously pursuing investments in a new, downtown transit facility. To the south, Fond du Lac Area Transit has completed a new Transit Development Plan that envisions microtransit as a promising component of a broader, more flexible transit system. GO Transit has invested in a major downtown facility, and Winnebago County has engaged in challenging questions over the future of interregional transit service.

What does this mean for Oshkosh? SRF’s understanding of the GO Transit TDP Update builds on our experience helping transit agencies plan for a changing future including in Oshkosh, in neighboring communities, and across the Midwest. We see the key elements of a successful TDP in the current planning environment as follows:

- **Reevaluating Ridership Markets:** Understanding recent changes in GO Transit’s ridership, including changes in destinations, route utilization, and time of day, will help the agency prioritize investments.
- **Engaging Partners:** Successful transit in Oshkosh depends on effective partnerships. When exploring future service options, GO Transit should enlist its stakeholders as collaborators in the planning process. Businesses, educational institutions (including UW-Oshkosh and school districts), healthcare providers, and other local government agencies can provide meaningful input on how their constituents use transit, and they can also help broaden the reach of GO Transit’s public information efforts.
- **Accessibility and Equity:** The COVID-19 pandemic has highlighted the impacts of inequality in access to basic human needs. Future transit services should prioritize the needs of transit-reliant individuals, historically disadvantaged communities, and people with disabilities, and focus on delivering improved access to essential destinations.
- **Flexibility, Sustainability, and Resilience:** The GO Transit TDP should be designed to support future service planning decisions as the post-pandemic recovery continues. Successful recommendations will help GO Transit scale future investments in new transit programs (including microtransit) while maintaining the agency’s fiscal performance in a variety of potential ridership conditions.

In SRF’s view, ECWPRC and GO Transit are undertaking this effort by asking the right questions, exploring new services, and engaging the right partners to assist. The following sections detail our approach to the specific tasks outlined in the Request for Proposals, including how our team can leverage technical expertise and local relationships to deliver a successful project.

TASK 1: REVIEW

RIDERSHIP TRENDS

When studying any transit system, it is important to analyze and understand the underlying conditions and performance of each element of the transit network. This not only provides a baseline to compare the impact of changes to the network, but also helps determine what kinds of changes may be needed. The purpose of the analysis of existing conditions is to document the strengths of the transit network, identify weaknesses, and illustrate how transit services are performing in their respective contexts. In this task, the SRF team will build on a review of previous studies, including the previous TDP, Route 9 Analysis, and Route 10 Analysis, to conduct a detailed review of recent ridership data.

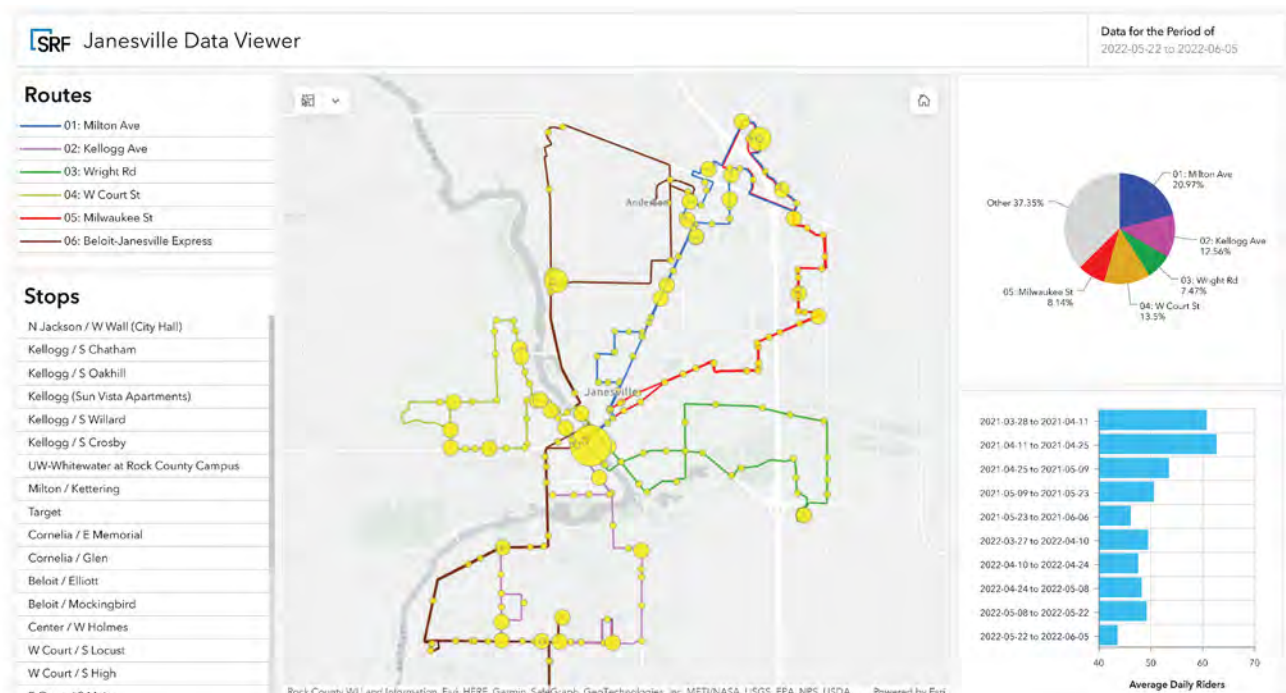
SRF project team members will provide a “Data Needs List” at the project kickoff meeting, along with our current understanding of publicly available data sources that can inform the study. Information we will review and analyze includes but is not limited to the following:

- **Transit Ridership:** Systemwide, by route, trip, and time of day
- **Transit Rider Demographics:** Based on ECWRPC/GO Transit survey

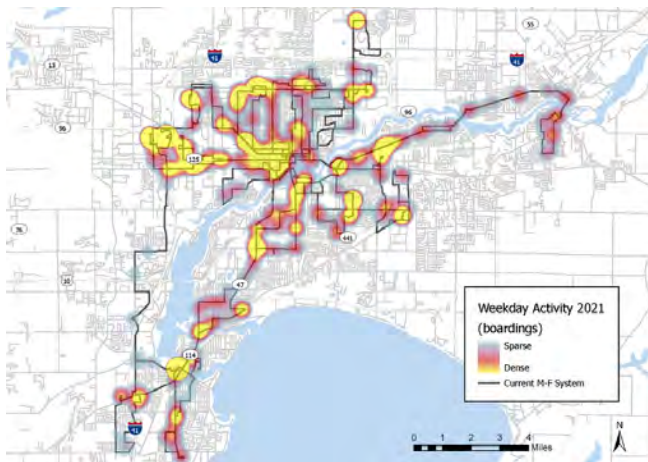
- **Ridership by Fare Type**
- **Revenue Hours and Miles:** Systemwide and by route
- **Productivity:** Systemwide, by route, and by segment (if available)
- **On-Time Performance:** Systemwide, by route, and by stop (if available)
- **Origin and Destination Analysis** (if available in existing survey data)
- **Stop-Level Boardings and Alightings**

SRF has extensive experience working with route- and stop-level ridership data, including data collected via fare collection systems, automated passenger counters (APCs), and manual counts. Our approach will be to analyze this data at the stop, segment, and route level, combine it with field observations, and use it to better understand the factors that lead to success within the transit system and sustainable ridership patterns. Integrating data from multiple sources is key, and SRF is prepared to synthesize data from all available datasets into clear, concise visuals and dashboards that can facilitate decision-making.

The following visuals represent examples of SRF’s ridership analysis methods and available presentation approaches that could be applied to the GO Transit service area.

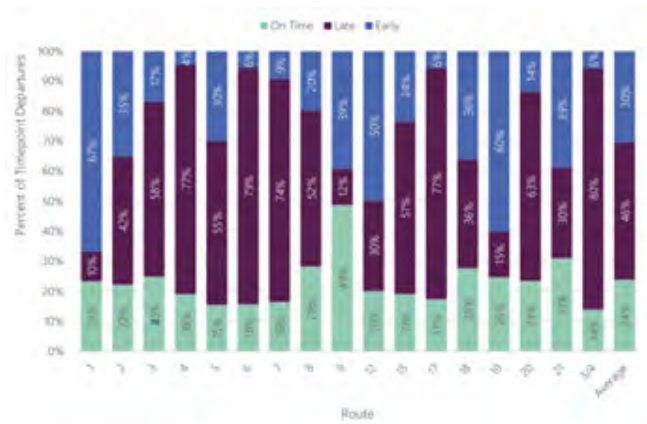


Dashboard showing stop-level passenger activity in Janesville, WI



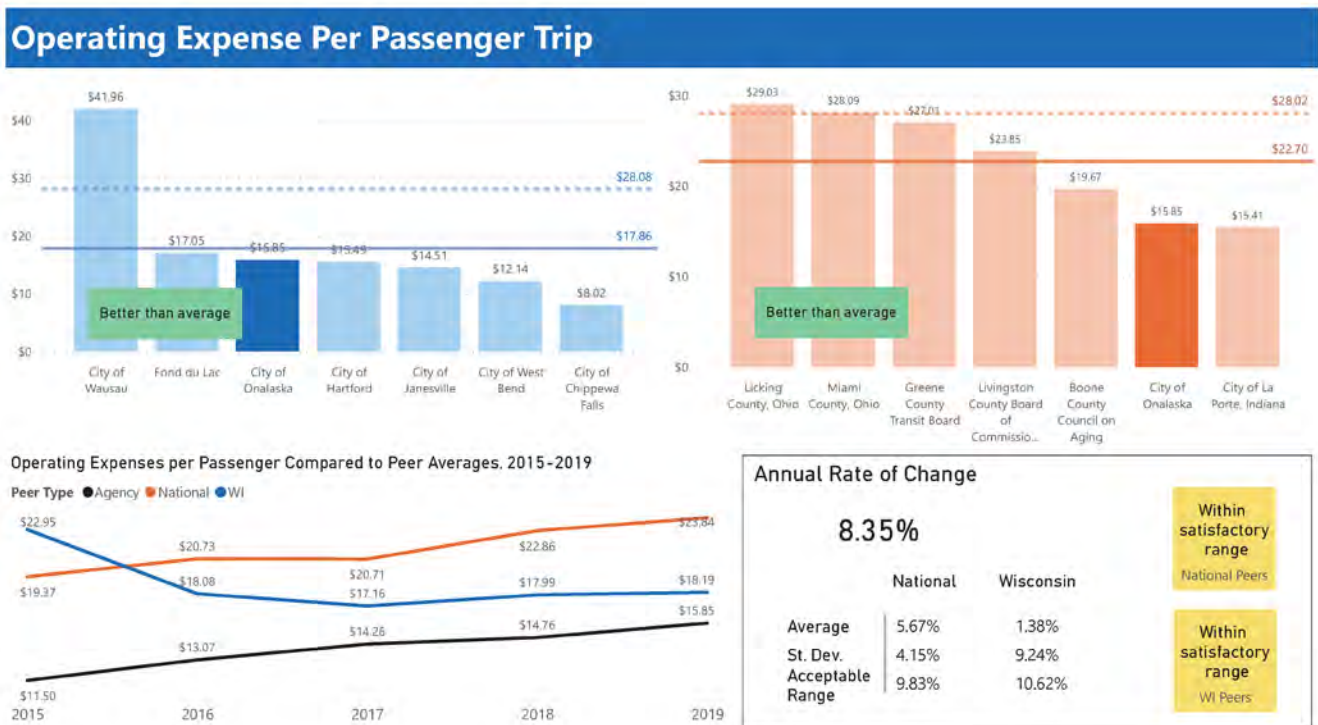
A “heat map” showing passenger activity in Appleton, WI, and surrounding communities

In addition to analyzing GO Transit’s detailed ridership and performance data, SRF plans to conduct a peer analysis of systemwide data to indicate how GO Transit performs against similar systems over time. Using data from the National Transit Database (NTD), SRF will compare GO Transit to peers over the period from 2017 to 2021, which will indicate how system performance fared prior to the COVID-19 pandemic,



On-time performance analysis by route, completed for Eau Claire Transit, Eau Claire, WI

as well as how agencies have responded. The results of this analysis can be displayed in a dashboard like the example below. As federal pandemic-related funds are expended, ridership and financial performance trends will determine the agency’s fiscal capacity to fund new service expansions. These trends will help lay the groundwork for the study’s recommendations.



Peer performance dashboard completed for the Wisconsin Department of Transportation (WisDOT)

TASK 2: IDENTIFY MAJOR GENERATORS

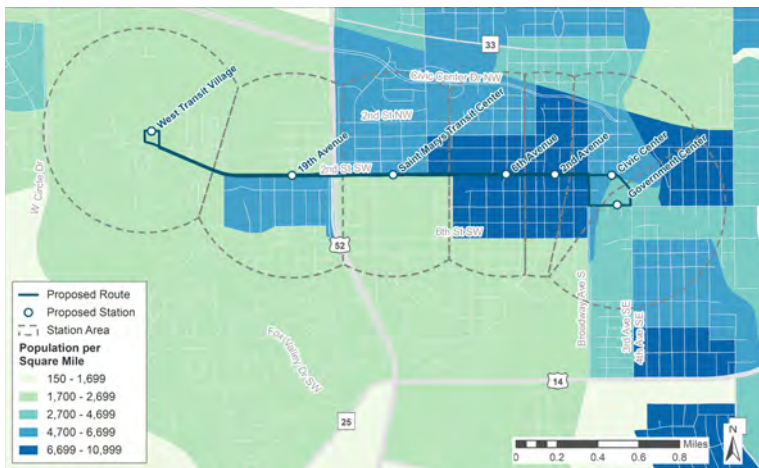
In addition to analyzing ridership and performance data, SRF has direct experience working with transit agencies nationwide to understand the types of major trip generators that drive transit demand. The location and size of major generators are crucial factors in the feasibility of new transit service, and proximity to high-quality transit can directly impact transit riders' ability to meet their daily needs. SRF will work with ECWRPC, GO Transit, and the City of Oshkosh to identify relevant transit ridership generators, such as:

- Multi-family housing or congregant living facilities
- Major employers and employment centers
- Schools and higher education facilities
- Retail centers
- Hospitals and clinics
- Social service agencies
- Civic facilities

In addition to the analysis of community destinations, SRF will conduct a Census-based demographic analysis to identify areas with high transit propensity. US Census data sources, such as the American Community Survey, Decennial Census, and Longitudinal Employer-Household Dynamics (LEHD), can illuminate patterns of community characteristics that indicate potential demand for transit, and equity considerations. Anticipated demographic analyses include the following:

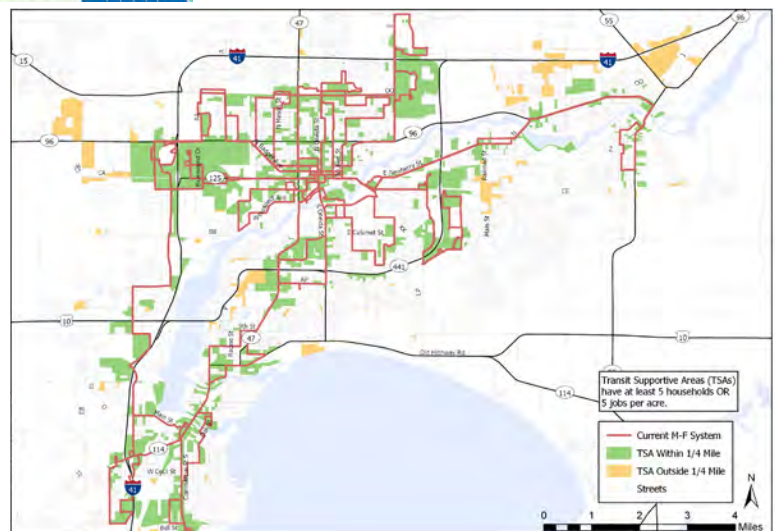
- Population and employment density
- Income and poverty levels
- Race and ethnicity
- Zero-vehicle households
- Employment by industry and wage level

ECWRPC data sources can supplement these analyses, such as population and employment estimates, future-year forecasts, or travel demand model outputs. SRF staff can also incorporate transit walkshed data or accessibility analysis if desired.



Population density map for the City of Rochester, MN, indicating transit station areas

Map of transit-supportive areas for the Valley Transit service area relative to existing routes



TASK 3: SERVICE RECOMMENDATIONS

Based on the analyses of recent ridership data, major generators, and service area demographics, SRF will work to develop a set of fixed-route and demand-response recommendations that reflect the vision and mission for transit in Oshkosh. Considerations that will be incorporated into the development of new or revised fixed-route service include the following:

- Agency Priorities:** GO Transit and City of Oshkosh staff will be the first parties engaged to determine priorities for future transit service. The vision and goals outlined at the start of the study will provide a framework for developing actionable recommendations. In addition, recommendations

that can be directly developed via staff engagement include on-time performance improvements (often based on driver feedback), targeted investments in bus stop accessibility, and potential employment-focused service based on previous outreach efforts. Agency staff can also indicate areas of unmet need, including where frequent service requests occur.

- Customer and Stakeholder Preferences:** An effective plan will reflect the priorities of stakeholders with respect to service design, coverage, and frequency. The rider and community survey conducted by ECWRPC and GO Transit, combined with the stakeholder and business engagement conducted by SRF in Task 6, will help identify customer preferences and potential preferences for future service expansion approaches.

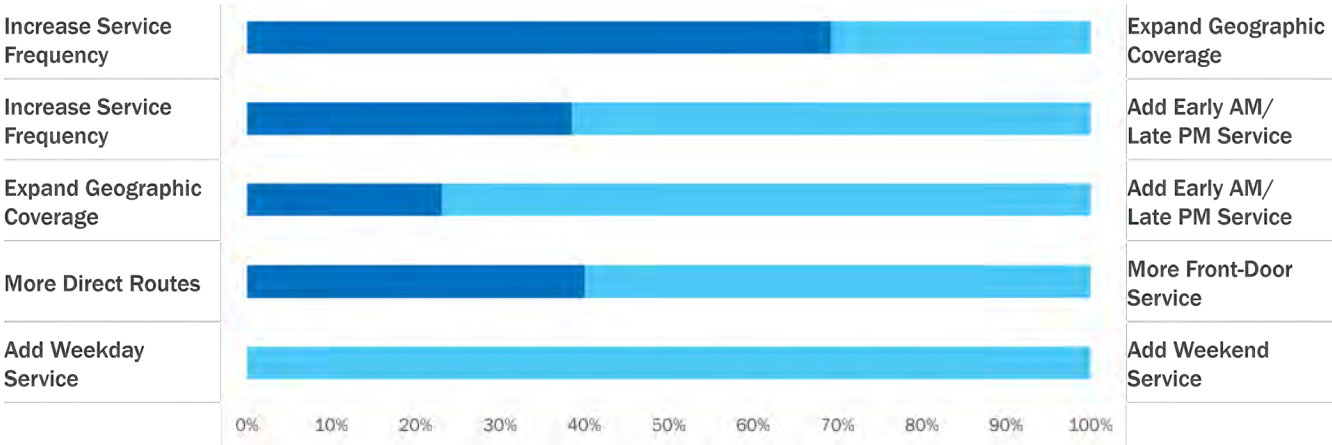


Chart of stakeholder preferences indicating future expansion priorities for Fond du Lac Area Transit, Fond du Lac, WI

- Operating Context:** An efficient network of transportation services will recognize the variation in community contexts across the GO Transit service area and will organize future service to match each transit mode and service type to the travel markets where it can be most successful. This includes consideration of major generators (as outlined in Task 2), and the distribution of population and jobs across Oshkosh and Winnebago County. High-frequency service will be prioritized in major travel corridors and areas of high transit need, while lower-density areas might be promising candidates for microtransit or other service types.

LAND USE			TRANSIT	
Land Use Type	Residents per Acre	Jobs per Acre	Appropriate Types of Transit	Frequency of Service
Downtowns & High Density Corridors	>45	>25	Light Rail, BRT, Rapid Bus, Local Bus	10 mins or better
Urban Mixed-Use	30-45	15-25	BRT, Rapid Bus, Local Bus	10-15 minutes
Neighborhood & Suburban Mixed-Use	15-30	10-15	Local Bus	15-30 minutes
Mixed Neighborhoods	10-15	5-10	Local Bus, Micro-transit	30-60 minutes
Low Density	2-10	2-5	Micro-transit, Rideshare Volunteer Driver Pgm	60 mins or less or On Demand
Rural	<2	<2	Rideshare Volunteer Driver Pgm	On Demand

Matrix of community typologies and applicable transit solutions for the Metropolitan Council, Minneapolis-St. Paul, MN

- **Partnership Needs:** As the City of Oshkosh and surrounding communities grow over time, expansion of transit service to new geographic markets may be justified. In order to serve some destinations beyond the City of Oshkosh, additional agreements with outside partners may be required. SRF is experienced in convening multi-stakeholder groups to identify partnership opportunities across jurisdictional boundaries, including with neighboring municipalities, County transportation departments, businesses, and social service organizations. Examples of partnership agreements and/or peer contacts can be provided to help GO Transit envision a more connected, collaborative future.

SRF's approach will prioritize intensive engagement of agency and community stakeholders to identify the goals and needs for future service. This will include robust discussions of transit service planning trade-offs, including the benefits and drawbacks of different system alignment orientations, such as a centralized hub-and-spoke system or a decentralized grid structured system. Stakeholders will also need to weigh the benefits of prioritizing frequency on high ridership corridors compared to providing extensive geographic coverage. Service allocation conversations for expansion scenarios can also include trade-off discussions on daytime vs. evening service, weekday vs. weekend service, or fixed-route vs. demand-response service.

As GO Transit emerges from the COVID-19 pandemic, it is important that future plans be developed to maintain flexibility and adaptability in service provision. The SRF team will provide guidance on how GO Transit can use performance measures to identify cases when changes in service levels (including frequency) or service type (from fixed-route to microtransit, or vice versa) may be recommended. This guidance, developed in collaboration with agency staff, can provide a blueprint that is resilient to a wide range of potential ridership and funding scenarios.



TASK 4: FUNDING

A comprehensive and constrained financial plan is essential to identifying implementable transit services and capital recommendations. The financial analysis will incorporate all available funding sources, including existing FTA Section 5307 formula grants, State of Wisconsin 85.20 operating assistance, and available capital funding sources, as well as recent pandemic assistance provided by the CARES Act, CRRSAA, American Rescue Plan, and the Infrastructure Investment and Jobs Act (IIJA) of 2021.

In addition to these standard fixed-route funding sources, the SRF team will work with GO Transit and ECWRPC to collect and document current local funding sources, levels, and processes for working with individual jurisdictions relative to their financial participation in transit. This analysis will include fare revenue, City of Oshkosh funds, as well as additional state and federal sources, such as FTA Section 5304 – Statewide Transportation Planning, FTA Section 5310 – Enhanced Mobility of Seniors & Individuals with Disabilities, and State of Wisconsin 85.21 - Specialized Transportation Assistance Program for Counties. The revenue analysis will include an evaluation of the current funding structure over the past five years by source and transit mode, including any cost participation by outside municipalities or organizations in the provision of bus or demand-response service. Fare revenue analysis will reference systemwide and route-level performance analyzed in Task 1, as well as any current contributions from business sponsorships, local grants, or other community partnerships.

Enhanced and alternative local and state funding sources will be examined for strengths and weaknesses, including:

- Funding source elasticity and reliability over time

- Risk
- Implementation feasibility
- Limitations in area or amount
- Mechanisms needed to enact funding
- Area applied, including coherence of transit service boundaries (medium and long range) with governance and funding structures
- Adequacy of funding proceeds
- Transparency of transit financial management and accountability
- Direct accountability of transit to the electorate or removing electoral variability from transit policy
- Coordination with related government functions (land use planning, public safety, streets, and traffic).

In addition to the financial analysis, the SRF team will assist the agency in identifying a variety of likely competitive grant opportunities and future revenue streams to fund future service and capital improvements.

TASK 5: SPECIAL SERVICES

Microtransit Program Development

SRF has worked with numerous mid-sized urban communities to develop pilot programs for demand response transit using emerging technology platforms. The SRF team's approach is to address all service modes holistically; in addition to fixed route service planning, we acknowledge the potential to serve emerging transit markets with new technologies and demand response services.

Microtransit can be designed to be highly flexible with operations designed to match changes in travel behavior, provide technology and data, and access areas where fixed route service and large buses are not required.

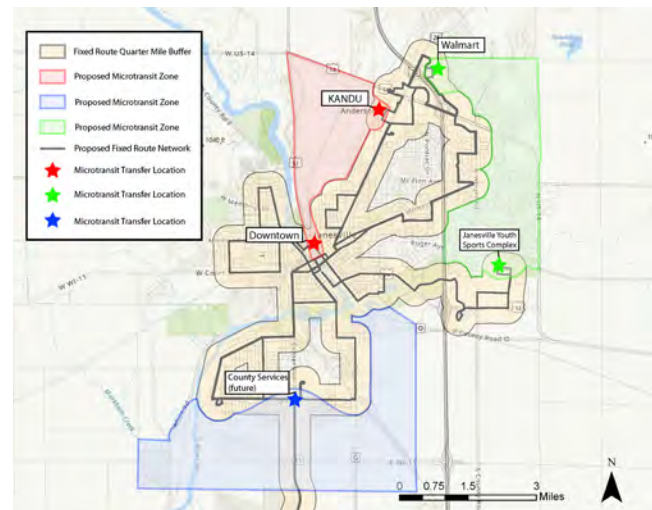
A first step will be to work with GO Transit and its partners to present microtransit potential/impacts and confirm the goals of a microtransit system. For example, is the desire or need to complement, rather than replace, existing service (supplement fixed route service with capacity and hours)? Or is it to expand operations with microtransit servicing select locations not served by fixed route allowing GO Transit to focus on core routes and services?

If it is determined that there is potential microtransit application, we will define objectives and the mission to provide guidance over definition and implementation.

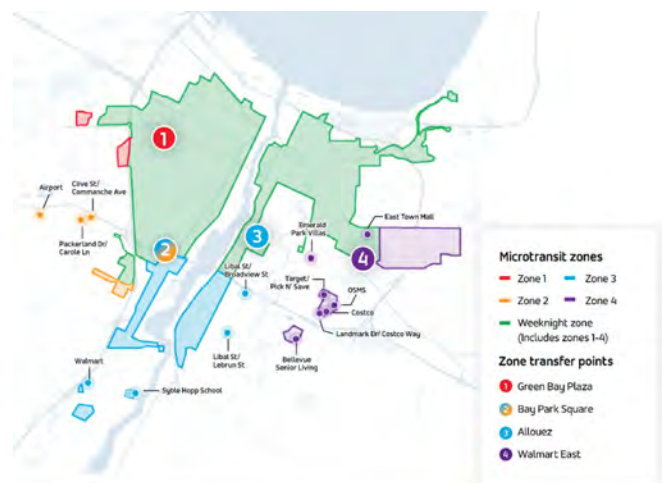
These specifics could include:

- Defining the service needs and criteria, such as on-demand, transit integrated, fully accessible, equitable, etc.
- Defining the service area, service hours and duration. Include options for expansion
- Defining performance metrics and the data types/sources that will be required for future evaluation

Our approach will evaluate the services specified in the RFP, as well as concepts that may emerge from stakeholder priorities and/or opportunities that become available based on agency capacity.



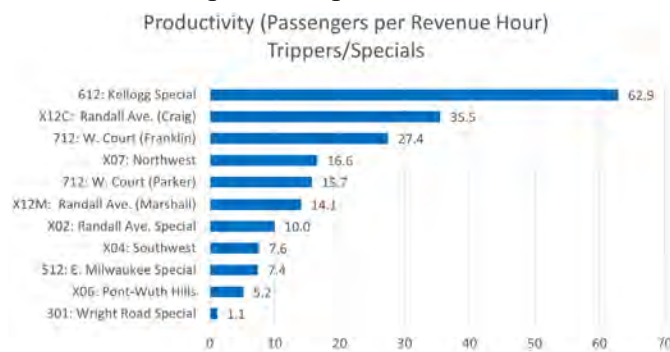
Map of potential microtransit service areas for Janesville Transit System, City of Janesville, WI



Map of current microtransit service areas for GBM On Demand, City of Green Bay, WI

School Trippers

Like many transit systems, GO Transit provides supplemental services at peak times to accommodate school transportation. SRF's approach to evaluating tripper services will utilize the same performance measures applied to fixed routes in Task 3, while recognizing trippers' unique role in relieving capacity constraints on the GO Transit system. The COVID-19 pandemic has undoubtedly changed how students use the transportation system, with fluctuations between on-site and virtual learning, and the shifting nature of treatment, activity, and workforce transportation. We will conduct a detailed analysis of available school tripper ridership data to identify specific routes, trips, and times of day when tripper services could be replaced by microtransit vehicles or partnerships with other transportation providers.



Example productivity chart for school trippers and specialized routes for Janesville Transit System, City of Janesville WI

TASK 6: PUBLIC OUTREACH

Before commencing significant work in Task 6, SRF will deliver a public engagement plan (PEP) outlining the schedule and strategies for promoting the TDP and gathering meaningful input. The PEP will provide context for the TDP related to other plans and ongoing work and outline the strategies that will be used to share information with and gather input from the community. In partnership with ECWRPC and GO Transit, the SRF team will work to identify relevant members of the project's Steering Committee and determine opportunities to engage with the region's residents, businesses, civic institutions, leaders, and service organizations.

Additionally, this document will establish a set of engagement goals and outcomes intended to deliver the following:

- Inform stakeholders about the TDP process and the scope of potential future service changes to build awareness of and support for the plan.
- Create meaningful opportunities for community members to provide input that will shape the TDP and influence its outcomes.
- Refine transit goals and desired outcomes based on community input.

Key elements that will be addressed in the public engagement plan include the following:

- **Project Management Team (PMT) Meetings:** The PMT will consist of GO Transit, City of Oshkosh, and ECWRPC staff. The PMT will meet bi-weekly for the duration of the project and will provide day-to-day guidance on project activities, schedule, engagement, and deliverables.
- **Steering Committee Meetings:** The Steering Committee will consist of GO Transit stakeholders and funding partners. Participants will be identified at the outset of the project and will be responsible for attending five in-person meetings, which will be organized around the following topics:
 - » **Meeting 1:** Introduction to the TDP process and preliminary existing conditions analysis. Topics to be included: scope of study; origin/destination data; demographic analysis and maps.
 - » **Meeting 2:** Continued existing conditions analysis and preliminary engagement results. Topics to be included: detailed ridership and productivity data, and results of driver engagement, and findings from rider/community survey (if available).
 - » **Meeting 3:** Workshop to identify future service priorities. Topics to be included: business survey results, interactive service prioritization exercises (live polling or small groups), and confirmation of scenario approach.
 - » **Meeting 4:** Preliminary recommendations and discussion.
 - » **Meeting 5:** Final recommendations and funding structure discussion.



- **Driver Engagement:** At the outset of the TDP, SRF staff will engage GO Transit’s existing fixed-route drivers for feedback on existing route structure and performance. Topics for engagement could include on-time performance bottlenecks, areas of frequent customer service requests, barriers to pedestrian access or ADA accommodation, and potential route or schedule restructuring ideas. SRF will plan to engage drivers at a dedicated meeting to be scheduled during the first on-site visit (along with Steering Committee Meeting #1) and can re-engage drivers later in the project at GO Transit’s discretion (such as to provide feedback on draft recommendations). SRF will aim to make this as productive as possible by scheduling meetings to coincide with shift times and soliciting feedback in an open and collaborative manner. Previous driver engagement efforts at peer transit agencies have been extremely successful, often yielding actionable insights into route performance that have been incorporated into final plans.

- **Business Survey:** Along with other project activities, SRF will conduct a survey of area businesses to gauge the perspective of employers on transportation needs. Key questions that this survey will aim to address include the following:

- » Do transit routes serve the region’s major employment location(s)?
- » Do transit schedules match employer shift times?
- » Would employers be willing to contribute to transit that more directly meets their needs (either through microtransit or employer-supported routes?)

- » How can GO Transit better make employers and employees aware of available transit options?

Previous employer surveys, including the one conducted by ECWRPC for Fond du Lac Area Transit, have proven successful because they effectively leverage networks of employers that are already active in the region. SRF will build on this experience by collaborating with local employer networks, which could include the Greater Oshkosh Economic Development Corporation (EDC), the Oshkosh Chamber of Commerce, or other local organizations recommended by ECWRPC.



- **Public Forums:** Last but not least, SRF will collaborate with ECWRPC, GO Transit, and area partners to hold two public forums to solicit feedback on draft recommendations. These meetings can be held as formal presentations, community workshops, or drop-in open house events depending on stakeholder preferences. SRF will encourage attendance by promoting these meetings via the Steering Committee and partner organizations, as well as by providing incentives in the form of gift card drawings, free transit passes, or other approaches agreed upon by ECWRPC and GO Transit.

Meetings can include a recorded presentation that can then be posted online for later viewing if desired.



TASK 7: FINAL PLAN

Overall work on the TDP will conclude with a Final Report, compiling previous deliverables and final recommendations into a single document. A draft deliverable of the final plan will be completed at a mutually agreed timeline, likely in early 2024, and provided to ECWRPC and the PMT for review. Once the PMT has reviewed a draft, SRF will develop an executive summary of the plan document that can be used for briefing elected officials, the general public, members of the media, and project partners. This document will be a concise, legible summary of issues identified at the project's outset, input gathered from community members and agency leadership, and strategic recommendations.

A PowerPoint presentation summarizing key findings and recommendations will also be produced at the completion of the study. It will be used for presentations to the Steering Committee, and any briefings of other local stakeholders. SRF staff will be available to present final presentations of this material to elected officials, stakeholders, and/or members of the public at the conclusion of the project,

in either virtual meetings or during the on-site visit for Steering Committee Meeting #5.

Final materials will be provided for ECWRPC's records and distributed in both Word and PDF formats via Microsoft OneDrive or ECWRPC's file management system of choice, and provided in a fully accessible format for posting on public websites as needed.

TASK 8: ADDITIONAL OPPORTUNITIES FOR RESEARCH

The SRF team understands that TDPs often raise questions that go beyond the typical fixed-route service improvement recommendations. SRF will assist ECWRPC in developing information on select topics related to implementation, research, and/or agency coordination; hours are included in the fee for Task 8. Topics for further study will be identified through consultation with ECWRPC and GO Transit and may include the one or more following:

- Microtransit implementation assistance
- Accessibility analysis to major destinations
- GO Transit Route 10 analysis / assessment of intercity services
- Electric vehicle planning support

Other topics may be explored based on stakeholder input and project direction and could include additional virtual engagement or follow-up meetings as needed.

SCHEDULE

	2023								2024			
	M	J	J	A	S	O	N	D	J	F	M	A
Transit Planning Tasks												
Review GO Transit Ridership Trends												
Identify Major Generators												
Develop Fixed-Route Recommendations												
Develop Funding Implementation Strategies												
Develop Microtransit Recommendations												
Develop Final Transit Development Plan												
Additional Opportunities for Research												
Meetings/Public Engagement												
Stakeholder Meetings (Virtual; up to 5)												
Employer Survey												
Steering Committee Meetings (5)												
Public Forums (2)												
Biweekly Meetings (24)	2	2	2	2	2	2	2	2	2	2	2	2

THE SRF TEAM

Project Manager Matthew Stegeman is your ideal partner to lead this project. He has a broad range of experience in transit planning leading similar TDP efforts in throughout the Midwest and is an experienced facilitator. His experience, along with his ability to lead teams in a collaborative manner, are crucial to delivering successful projects. Matt will oversee the resources of the team to ensure SRF delivers a high-quality project within ECWRPC's expectations.

The SRF Team represents a highly-qualified team of key personnel to lead each task for your project. We can assure that the member of the SRF Team are ready and available to partner with the ECWRPC and GO Transit to deliver the TDP. As we have demonstrated in all of our projects in the region, we commit to making the people identified in our proposal available to lead this project throughout the entire project.

Why the SRF Team?



UNMATCHED TRANSIT EXPERTISE

The SRF Team has an outstanding track record of managing complex transit studies. SRF has completed nearly 200 transit projects throughout our firm's history. We have extensive transit experience from regional plans to coordinated plans to transit corridor planning & design.



EXPERIENCED TEAM

The SRF Team includes industry experts who have proven success on transit projects throughout the country. The combination of SRF's experience on similar projects brings the right team for your project.



PROVEN APPROACH

The SRF Team has developed an effective process for evaluating transit systems and addressing needs of vulnerable populations. Our approach will provide the guidance necessary to work with stakeholders to develop a plan that meets the needs of the community.

Benefits for GO Transit

Our experience across the country has given us the opportunity to experience a wide range of resources that has helped identify innovative solutions. We will bring this creativity to GO Transit and will strive to propose recommendations and solutions that will positively shape the community and improve quality of life for years to come.

The SRF Team has the synergy, collaboration and passion needed to successfully work with GO Transit staff and stakeholders. Our team will deliver a transparent process, seamless communication, and quality products on time and within budget.

The SRF Team will use methodologies, solid technical analyses, realistic implementable strategies, and innovative funding options when completing the coordinated plan.



DESCRIPTION OF FIRM



Founded in 1961, SRF is a 100% employee-owned company that employs more than 300 engineers, planners, and designers who work with public and private sector clients across the Midwest. SRF has extensive experience working with agencies, providers, and customers to plan and design transit services and facilities. While transit challenges may be universal, we understand that solutions are always local. Transit services must be able to respond to changing demands, demographic trends, advances in technology, increasing energy prices, and heightened awareness of environmental concerns. The SRF Transit Planning Group has worked on numerous transit feasibility studies, ranging from statewide plans and initiatives to local area service plans and studies, including work with the following agencies:

- WisDOT
- City of Eau Claire, WI
- City of Janesville, WI
- City of Stevens Point, WI
- City of Green Bay, WI
- Door County, WI
- La Crosse County, WI
- City of Rochester, MN
- Rochester (MN) Public Transit
- Metro Transit (MN)
- Fargo-Moorhead MATBUS
- Omaha (NE) Metro
- City of Raleigh, NC
- Chapel Hill (NC) Transit
- IndyGO (Indianapolis, IN)
- City of South Bend, IN
- City of Kalamazoo, MI
- MnDOT
- Minnesota Valley Transit Authority
- Dakota County (MN)
- St. Cloud (MN) Metrobus
- Mankato (MN) Transit System
- Duluth (MN) Transit Authority
- Citilink (Ft. Wayne, IN)
- Minnesota Metropolitan Council
- MnDOT

EXPERIENCE WITH SIMILAR PROJECTS

► FOND DU LAC TRANSIT DEVELOPMENT PLAN | FOND DU LAC, WISCONSIN



In 2022, SRF assisted Fond du Lac Area Transit in developing the agency's 2022 Transit Development Plan in partnership with the East Central Wisconsin Regional Planning Commission. The project included analysis of pre-pandemic and 2021-2022 ridership patterns, detailed analysis of route- and trip-level productivity, and extensive rider and community engagement efforts. SRF worked closely with ECWRPC to staff five local stakeholder group meetings, distribute rider and community surveys, and develop recommendations, and ECWRPC led a successful employer survey effort in partnership with Envision Greater Fond du Lac. Final recommendations

included near-term adjustments to fixed-route service that were implemented in January 2023, as well as guidance for the development of a future microtransit program.

► GREEN BAY METRO MICROTRANSIT IMPLEMENTATION ASSISTANCE | GREEN BAY, WISCONSIN



In looking to establish a pilot program for on-demand service, Green Bay Metro Transit and the Brown County MPO partnered with SRF to complete a review of several low performing fixed routes, and develop a defined scope of work for microtransit service. SRF completed the task of a detailed route-level performance review of the Green Bay Metro system, as well as a market analysis for modified service. This incorporated Census data as well as stop level ridership. Upon completing this analysis, SRF defined the geography and service area for microtransit, as well as the service hours and operating policies for

the pilot such as fares, transfers, etc. SRF then assisted Green Bay Metro by reviewing operating proposals provided by Via, the paratransit and microtransit vendor. The GBM On Demand pilot project launched in summer 2020 and has since expanded to cover four zones across the Green Bay Metro service area. The service has become a regional and national example of the benefits of flexible transit service and the ability to provide both paratransit and microtransit using a shared fleet.

► JANESVILLE TRANSIT DEVELOPMENT PLAN | JANESVILLE, WISCONSIN

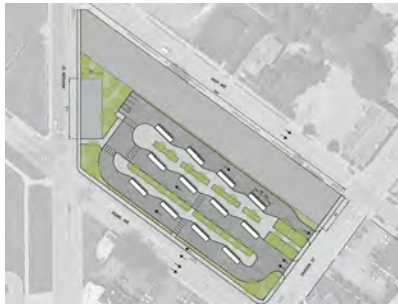


In 2022, SRF assisted Janesville Transit System (JTS) in developing the agency's 2023-2027 Transit Development Plan. Building on the successful implementation of JTS' 2018 TDP (also developed by SRF), the 2023-2027 TDP explored further opportunities to refine fixed-route service to meet current ridership needs. The project included substantial analysis of trip-per service and inter-regional connections provided by the Beloit-Janesville Express, as well as opportunities for future microtransit service.

► SRF PROJECTS WITH ECWRPC AND GO TRANSIT

Over the past five years, the SRF team has developed strong relationships with ECWRPC, the City of Oshkosh/GO Transit, and local stakeholders through multiple projects. Selected projects are included below.

GO Transit Facility Site Selection Study



In 2020, SRF was hired to select a site and perform pre-design for a new GO Transit Downtown Transit Center in Oshkosh. Jo Ann Olsen was SRF's project manager and provided

direct connection between the consulting team and ECWRPC while evaluating whether to make improvements to the existing GO Transit Downtown Center site or relocate the center to a new site. The outcome of the study supports both GO Transit's expanding ridership and transit system operations, along with supporting the vibrant downtown community through potential joint development of a mixed-use facility.

GO Transit Route 10 Analysis

In 2022, SRF completed an analysis of GO Transit Route 10 for ECWRPC and GO Transit. Like many commuter-oriented transit services, GO Transit Route 10 was heavily impacted by ridership losses

due to the COVID-19 pandemic. SRF assisted local agency partners (including ECWRPC, GO Transit, and Winnebago County) in developing a shared understanding of the desired path forward, including assessment of costs and benefits of potential fixed-route and demand-response alternatives.

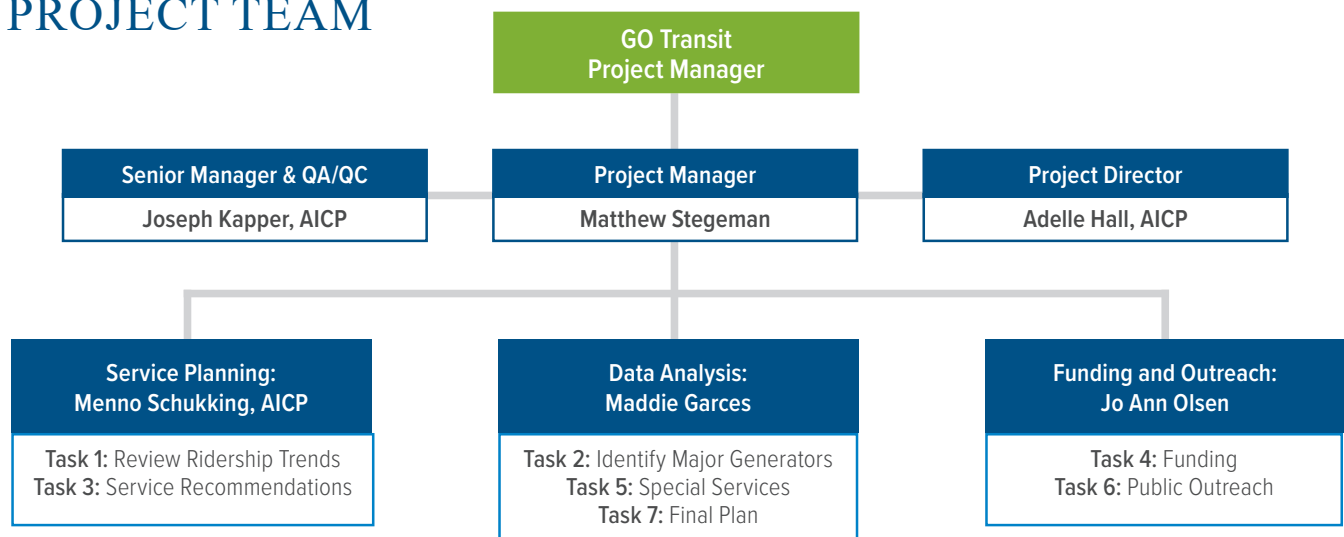
GO Transit Route 9 Alternatives Analysis

As part of the previous Oshkosh Transit Development Plan, ECWRPC partnered with SRF to do an intensive evaluation of GO Transit's Route 9 service. Route 9 serves a challenging environment on the western side of Oshkosh, with limited pedestrian infrastructure but many key regional destinations, including business parks, affordable housing development, and medical centers. SRF worked with transit providers and community members develop a series of alternatives to make Route 9 more convenient for transit users. Recommendations from this study were incorporated into the 2018 Oshkosh TDP.

ECWRPC I-41 Commuter Service Feasibility Study

From 2018 to 2019, SRF worked with ECWRPC to evaluate opportunities for commuter bus service options along the I-41 corridor in Northeastern Wisconsin. The study included extensive engagement with local transit providers in each stakeholder community, including Fond du Lac Area Transit, GO Transit, Valley Transit, and Green Bay Metro.

PROJECT TEAM



▶ MATTHEW STEGEMAN | PROJECT MANAGER



Matt joined SRF in 2018 as a Planner in the Transit Planning Group. An Illinois native, he graduated with a Master of Urban Planning and Policy from the University of Illinois at Chicago in 2015. Prior to joining SRF, Matt served as a Senior Planner with Pace Suburban Bus, where he played a key role in planning and implementing fixed-route bus projects and on-demand transit solutions. Matt brings a wealth of experience in transit service planning, including:

- Bus Network Redesigns
- Major Transitway Planning (BRT/LRT)
- Shared Mobility/Microtransit
- Highway-Transit Coordination
- Title VI/Equity Analysis
- Stakeholder Engagement

EDUCATION

Master of Urban Planning and Policy, University of Illinois at Chicago, 2015

Bachelor of Science in Business Administration (Economics), Saint Louis University, 2013

AREAS OF EXPERTISE

- Transit Service Planning
- Ridership Forecasting
- Transit System Management
- Performance Reviews
- Data Analytics
- Grant Writing

RELEVANT EXPERIENCE

Transit Service Planning

Matt has served as a lead planner on multiple Transit Development Plans and related projects throughout the Midwest. Examples include:

- Fond du Lac Transit Development Plan (2022)
- Janesville Transit System Transit Development Plan (2022)
- Valley Transit Post-Pandemic Study (2022)
- Green Bay Metro Microtransit Feasibility Study (2020)
- Northeast Wisconsin Commuter Service Study (2019)
- Valley Transit Service Review/Transit Development Plan (2018-19)

In addition to small and large urban Transit Development Plans, Matt has assisted SRF in other specialized transit service planning projects, including the following:

- [Northstar Rail Corridor Post-Pandemic Study, Twin Cities, Minnesota \(2022-2023\)](#). Matt served as the lead planner for a multi-stakeholder effort to assess future service options for the Northstar Corridor given pandemic-era changes to ridership demand.
- [Metropolitan Council Bus Service Allocation Study, Twin Cities, Minnesota \(2020\)](#). SRF supported the Metropolitan Council in assessing the region's allocation of bus service across a broad array of communities and operating contexts. Matt led engagement with the region's transit agencies.
- [WisDOT Transit Management Performance Reviews \(2019-Present\)](#). Since 2019, Matt has assisted SRF's team in conducting 5-year performance reviews of over 30 Wisconsin public transit agencies, including large urban, small urban, and rural providers. Each review is required by state statute and focuses on route-level and system-level performance metrics, as well as establishing best practices in management, marketing, and operations.

▶ ADELE HALL, AICP | PROJECT DIRECTOR



EDUCATION

Master of Urban and Regional Planning, Humphrey School of Public Affairs, University of Minnesota, 2009

Certificate in Transportation Studies, University of Minnesota, 2009

Bachelor of Arts in Economics and Women's & Gender Studies, Carleton College, 2004

CERTIFICATION

American Institute of Certified Planners #286061

Adele is a highly skilled transit project manager with a deep understanding of transitway development, New Starts and NEPA processes, station area planning, transit-oriented development, and community engagement. Adele brings a passion for transit and community planning to her projects and has a strong command of analysis tools, technical concepts, and relevant policy. She enjoys finding new and inventive ways of reaching people, hearing from community members, and working with technical staff to shape projects that reflect their unique stakeholders and contexts

RELEVANT EXPERIENCE

- Metro Transit Network Next, Twin Cities, MN
- Rochester Rapid Transit Architectural and Engineering, Rochester MN
- Rochester Downtown Circulator Alternatives Evaluation, Rochester, MN
- Madison East-West BRT Documented Categorical Exclusion, WI
- Milwaukee East-West BRT Environmental Assessment, WI

▶ JOSEPH KAPPER, AICP | SENIOR MANAGER & QA/QC



EDUCATION

Master of Urban and Regional Planning, Humphrey Institute of Public Affairs, University of Minnesota, 2009

B.S., Geography, Certificates in Global Cultures and Integrated Liberal Studies, University of Wisconsin – Madison, 2007

CERTIFICATION

American Institute of Certified Planners #025494

Joseph is planner and project manager with a broad background in transportation policy analysis, transit planning, community development, and effective public program and project delivery. As a member of SRF's Transit Planning practice, his focus areas include leading strategic planning efforts for transit agencies, transit service and operations planning, university campus transit planning, state and federal compliance, Americans with Disabilities Act (ADA) planning, and community engagement. He works with transit managers and policymakers in a variety of settings to improve the effectiveness and efficiency of a variety of transit modes. In addition to working on urban transit corridor projects, he specializes in working with state departments of transportation as well as mid-sized urban and rural communities.

RELEVANT EXPERIENCE

- Janesville Transit System Transit Development Plan, Janesville, WI
- Eau Claire Transit Development Plan, Eau Claire, WI
- Oshkosh Transit Development Plan – Route 9 Service Analysis, Oshkosh, WI
- La Crosse Transit Development Plan, La Crosse, WI
- Valley Transit Service Review, Appleton, WI
- Valley Transit Strategic Plan, Appleton, WI
- WisDOT Transit System Performance Reviews, WI
- Fond du Lac Transit Development Plan, Fond du Lac, WI
- Metro Transit Network Next, Twin Cities, MN

► **MENNO SCHUKKING, AICP | SERVICE PLANNING/ ENGAGEMENT**



EDUCATION

Master of Science, Urban and Regional Planning, University of Iowa, 2017

Bachelor of Arts, History, Northern State University, 2015

CERTIFICATION

American Institute of Certified Planners #32228

Menno is a transit planner located in the SRF St. Paul office. He manages tasks on transportation and transit projects through survey design and analysis, public engagement, transit service and capital planning, policy development, transit safety risk management, financial and funding analyses, GIS mapping, data gathering and visualization, drafting memos, and writing reports.

RELEVANT EXPERIENCE

- La Crosse Regional Transit Development Plan, WI
- Valley Transit Service Review, Appleton, WI
- Rapid City Transit Development Plan, SD
- Metro COG MATBUS Transit Development Plan, Fargo, ND and Moorhead, MN
- Metro COG MATBUS Transit Authority Study, ND and Moorhead, MN
- Kansas DOT Statewide Coordinated Transit Plans
- ICAP and EDT Rural Transit Plans Update, Madison, SD

► **MADDIE GARCES | DATA ANALYSIS**



EDUCATION

Master of Urban and Regional Planning, University of California, Los Angeles, 2021

Bachelor of Arts, Political Science and Communication Studies, University of Minnesota – Twin Cities, 2017

Maddie is a member of the Transit Planning Group, located in the St. Paul office. At SRF, she works on transportation/transit projects and city/county comprehensive plans through survey analysis, public engagement, transit operations planning, financial and funding analyses, GIS mapping, data gathering, drafting memos, and writing reports.

RELEVANT EXPERIENCE

- Oshkosh Transit Development Plan – Route 10 Service Analysis, Oshkosh, WI
- MET Transit Development Plan, Billings, MT
- Sioux City Transit System Mobility Study, Sioux City IA
- Interstate-90 Transit Access Study, Schaumburg, IL
- Metro Transit System Service Equity Analysis, MN
- Metro Transit Corridor Service Equity Analysis, MN

▶ JO ANN OLSEN | FUNDING AND OUTREACH



EDUCATION

Masters in Urban Planning,
University of Michigan, 1983

Bachelor of Science, Michigan
State University, 1980

Jo Ann has extensive experience in project management, shared-use mobility, transit plans, joint development, project approvals, grant writing, and the federal funding process. She has successfully written and managed more than 60 federal, state, and local applications and has helped SRF secure over \$1 billion in transportation grants. She has also been the project manager for numerous projects that resulted in built projects and studies with achievable and implemented outcomes. Jo Ann has established strong relationships with clients at the federal, state, regional and local level. Jo Ann was recently invited to participate in the Twin Cities Shared Mobility Collaborative, which will focus on shared mobility trends and their application in the Twin Cities. The collaborative consists of leaders from nonprofit, private and public transportation fields from around the Twin Cities, Minnesota.

RELEVANT EXPERIENCE

- Duluth Transit Development Plan, MN
- Eau Claire Transit Technology Support Services, WI
- Minnesota Valley Transit Authority Northern Scott County Transit Service Analysis and Evaluation, Twin Cities, MN
- Dakota County Eastern Transit Study, Dakota County, MN
- Muskegon Area Transit System (MATS) Transit Technology Implementation, MI
- St. Cloud Metropolitan Transit Commission/Transit Operations Feasibility Study, MN

Federal Clauses

for

Federal Contracts



**Prepared by the Wisconsin Department of Transportation
Bureau of Transit, Local Roads, Railroads and Harbors**

October 3, 2022

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies (\$106,144) fund this contract, in whole or in part (Section 5304 – CFDA 20.505). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or

probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Table of Contents

No.	Title	Bidder Required Information
1	BUY AMERICA REQUIREMENTS	N/A
2	BUS TESTING	N/A
3	PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS	N/A
4	LOBBYING	Yes
5	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	Yes
6	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	Yes
7	FLY AMERICA REQUIREMENTS	No
8	CHARTER BUS REQUIREMENTS	No
9	SCHOOL BUS REQUIREMENTS	No
10	CARGO PREFERENCE REQUIREMENTS	No
11	SEISMIC SAFETY REQUIREMENTS	No
12	ENERGY CONSERVATION REQUIREMENTS	No
13	CLEAN WATER REQUIREMENTS	No
14	ACCESS TO RECORDS AND REPORTS	No
15	FEDERAL CHANGES	No
16	BONDING REQUIREMENTS	No
17	CLEAN AIR	No
18	RECYCLED PRODUCTS	No
19	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	No
20	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	No
21	EQUAL EMPLOYMENT OPPORTUNITY	No
22	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	No
23	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	No
24	TERMINATION	No
25	PRIVACY ACT	No
26	CIVIL RIGHTS REQUIREMENTS	No
27	BREACHES AND DISPUTE RESOLUTION	No
28	PATENT AND RIGHTS IN DATA	No
29	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	No
30	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	No
31	DRUG AND ALCOHOL TESTING	No
32	SAFE OPERATION OF MOTOR VEHICLES	No
33	ADA ACCESS	No

34	VETERANS EMPLOYMENT	No
35	PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	No

1. **BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language: The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date

3/10/23

Name

Paul Martens

Signature

Company Name	SRF Consulting Group
Title	Chief Financial Officer

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date	3/10/23
Name	Paul Martens
Signature	
Company Name	SRF Consulting Group
Title	Chief Financial Officer

Certification requirement for procurement of buses, other rolling stock and associated equipment.


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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date	3/10/23
Name	Paul Martens
Signature	
Company Name	SRF Consulting Group
Title	Chief Financial Officer

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

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

Date	3/10/23
Name	Paul Martens
Signature	
Company Name	SRF Consulting Group
Title	Chief Financial Officer

2. BUS TESTING

49 U.S.C. 5318(e)

49 CFR Part 665

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

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

Model Clause/Language: Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date	3/10/23
Name	Paul Martens
Signature	
Company Name	SRF Consulting Group
Title	Chief Financial Officer

3. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

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

Model Clause/Language: Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

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

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

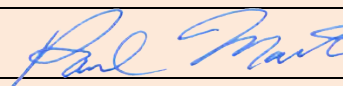
- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000.)

Certificate of Compliance

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

Date	3/10/23
Name	Paul Martens
Signature	
Company Name	SRF Consulting Group
Title	Chief Financial Officer

Certificate of Non-Compliance

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

Date	3/10/23
Name	Paul Martens

Signature



Company Name

SRF Consulting Group

Title

Chief Financial Officer

4. LOBBYING**31 U.S.C. 1352****49 CFR Part 19****49 CFR Part 20**

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

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

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

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

Date

3/10/23

Name of Contractor's
Authorized Official

Paul Martens

Signature of Contractor's
Authorized Official



Company Name

SRF Consulting Group

Title of Contractor's
Authorized Official

Chief Financial Officer

5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180

CFR part 1200

CFR § 200.213

CFR part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion


The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

Date	3/10/23
Name	Paul Martens
Signature	
Company Name	SRF Consulting Group
Title	Chief Financial Officer

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- 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%. WisDOT's DBE transit goal for **FFY 2023-2025 is 1.61%**. A separate contract specific goal ☐ **has or** ☒ **has not** been established for this procurement.
- b. The **RECIPIENT**, contractor or subcontractor 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 U.S. 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 the **RECIPIENT** deems appropriate, which may include, but is not limited to:
- i. Withholding monthly progress payments
 - ii. Assessing sanctions
 - iii. Liquidated damages, and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.
- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.

- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
 - i. The listed DBE subcontractor fails or refuses to execute a written contract.
 - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
 - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - vi. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
 - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

- x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.

7. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118 41 CFR Part 301-10

Applicability to Contracts

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier

contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

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

8. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

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

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

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

9. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

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

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

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

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

10. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49

CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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

13. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

14. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 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 \$250,000.

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 18 CFR 18.39(i)(11).

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

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru ² 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase)	Yes	Those imposed on non-state Grantee pass	Yes	Yes	Yes	Yes

Purchase) (\$250,000)		thru to Contractor				
Contracts above \$100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

15. FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

16. BONDING REQUIREMENTS

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

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

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

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

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

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

17. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

18. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

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

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The

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

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

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

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

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

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

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

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

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

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

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

security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage

determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

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

Clause Language

Contract Work Hours and Safety Standards

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

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

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

21. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000).

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

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

Model Clause/Language: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,

(b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and

(d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

(a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:

1. Race,
2. Color,
3. Religion,

4. National origin,
 5. Disability,
 6. Age,
 7. Sexual origin,
 8. Gender identity, or
 9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
1. Recruitment advertising, recruitment, and employment,
 2. Rates of pay and other forms of compensation,
 3. Selection for training, including apprenticeship, and upgrading, and
 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

22. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

Model Clause/Language: While no specific language is required, FTA has developed the following language.

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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. 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

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(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.

24. TERMINATION

2 CFR Part 1201
2 CFR 200
FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be

affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any

succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** 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, the (Recipient) may terminate this contract for default. The (Recipient) 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 the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery 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, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is

terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

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

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 the Recipient.

- j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion

to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

25. PRIVACY ACT

5 U.S.C. 552

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

26. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112**

**42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

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

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.

27. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201

FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

28. PATENT AND RIGHTS IN DATA

2 CFR Part 1201

37 CFR Part 401

49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is

exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly

driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

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 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive

function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses

Drug and Alcohol Testing

The contractor agrees to:

- (a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- (b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- (c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

32. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

33. ADA ACCESS

49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

34. VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

35. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Section 889

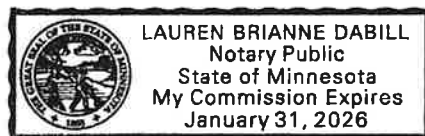
Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles

AFFIDAVIT OF NON-COLLUSION**Solicitation Number** 2461-023-001

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);
2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;
3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: 3/8/2023Name of Firm or Entity: SRF Consulting Group INC.Subscribed and sworn to me this 8th date of MarchSigned Notary Public: Lauren DabillMy Commission Expires: 1/31/24

PROPOSER INFORMATION

1. PROPOSING COMPANY/ORGANIZATION NAME SRF Consulting Group
 FEIN (Federal Employer ID Number) 41-0847319 OR SOCIAL SECURITY NUMBER (if sole proprietorship)
 Phone (763) 475-0010 Toll Free Phone 1 (866) 870-0773
 FAX 1 (866) 440-6364 Email Address marketing@srfconsulting.com
 Address 3701 Wayzata Blvd, Suite 100
 City Minneapolis State MN Zip + 4 55416-3791

2. Name the person to contact for questions concerning this proposal.
 Name Matthew Stegeman Title Project Manager - Transit Planning Lead
 Phone (651) 333-4139 Toll Free Phone 1 (866) 870-0773
 FAX 1 (866) 440-6364 Email Address mstegeman@srfconsulting.com
 Address 2550 University Avenue West, Suite 345N
 City Saint Paul State MN Zip + 4 55114

3. Please name the Personnel/Human Resource and Development or other person responsible for affirmative action in the company.
 Name Lori Troyer Title Senior Human Resources Manager
 Phone (763) 475-0010 Toll Free Phone 1 (866) 870-0773
 FAX 1 (866) 440-6364 Email Address ltroyer@srfconsulting.com
 Address 3701 Wayzata Blvd, Suite 100
 City Minneapolis State MN Zip + 4 55416-3791

4. Mailing address to which purchase orders are mailed and person the department may contact concerning orders and billings.
 Name Paul Martens Title Chief Financial Officer
 Phone (763) 475-0010 Toll Free Phone 1 (866) 870-0773
 FAX 1 (866) 440-6364 Email Address pmartens@srfconsulting.com
 Address 3701 Wayzata Blvd, Suite 100
 City Minneapolis State MN Zip + 4 55416-3791

Vendor:SRF Consulting Group

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees may not be listed as references.**

Company Name: Fond Du Lac Area TransitAddress (include Zip + 4) 530 North Doty Street, Fond du Lac, WI 54935Contact Person: Lynn Gilles Phone No. 920.322.3652E-Mail Address: lgilles@ci.fond-du-lac.wi.us

Product(s) Used and/or Service(s) Provided: _____

Company Name: Valley TransitAddress (include Zip + 4) 801 Whitman Ave, Appleton, WI 54914Contact Person: Ron McDonald Phone No. 920.832.2291E-Mail Address: ronald.mcdonald@appleton.org

Product(s) Used and/or Service(s) Provided: _____

Company Name: Metro TransitAddress (include Zip + 4) 560 6th Ave N, Minneapolis, MN 55411Contact Person: Erin Mitchell Phone No. 612.349.7749E-Mail Address: erin.mitchell@metrotransit.orgProduct(s) Used and/or Service(s) Provided: Transit service planning**Company Name:** Metropolitan CouncilAddress (include Zip + 4) 390 North Robert St., Saint Paul, MN 55101-1805Contact Person: Steve Elmer Phone No. 651.602.1756E-Mail Address: steven.elmer@metc.state.mn.usProduct(s) Used and/or Service(s) Provided: Transit ridership, maintenance, and operations costs

APPENDIX F

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

 - 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact

usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party

to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX G

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
 - 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
 - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

Part 1: Proposer's Assurance of Eligibility and Compliance

In submitting this proposal, the Proposer agrees, to the best of its knowledge, that the following eligibility criteria have been met. Failure to indicate Proposer's ability to comply with any of the following will disqualify a Proposer from consideration. Indicating ability to comply to the following provisions does not automatically guarantee Proposer will be granted the Contract, as the assurance only indicates Proposer's eligibility to be considered.

By signing below, the Proposer, to the best of his/her/their knowledge, assures the following eligibility conditions are met:

- Proposer's firm is registered in sam.gov and is eligible to work on federal contracts in the United States
- Proposer meets the following minimum insurance requirements and is able to provide certificates of insurance upon Contract execution:
 2. Comprehensive General Liability - \$1,000,000 combined single limits per Occurrence;
 2. Auto Liability - \$300,000 combined single limits per occurrence; and
 3. Worker's Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than \$100,000 employer's liability.In addition, "hold harmless" provisions will be contained in the Contract with the successful proposer.
- Ability to comply with the Contract's terms and provisions and all applicable statutes, laws, and regulations as outlined in the Request for Proposals.

Signature

Name and Title Paul Martens, CFO Date 3/10/23

Part 2: Notice of Intent to Sub-Contract

If selected to enter into Contract with ECWRPC, the Proposer (please check one):

☐ will be engaging with sub-contractors to fulfill the terms of the Contract

☒ will not be engaging with sub-contractors to fulfill the terms of the Contract

If the Proposer will be engaging with sub-contractors to fulfill the terms of the Contract, please complete the following section by checking the applicable boxes below.

☐ The sub-contractor(s) has/have been identified in the attached proposal.

☐ If awarded the Contract, Proposer agrees to execute a signed Contract between Proposer and sub-contractor(s) as outlined on Page 12-13 of the RFP.

☐ If awarded the Contract, Proposer agrees to send a signed copy of the executed Contract between Proposer and sub-contractor(s) to ECWRPC as outlined on Page 12-13 of the RFP.

Signature 

Name and Title Paul Martens, CFO Date 3/10/23

Appendix C. Bid Opportunity List

Instructions

49 Code of Federal Regulations Part 26.11 requires the Wisconsin Department of Transportation to develop and maintain a “bid opportunity list.” The list is intended to show all firms that are participating, or attempting to participate on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials and supplies on DOT-assisted projects, including DBEs and non-DBEs. For consulting companies, this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project.

Vendors must complete and submit this form with all bids and/or proposals.

Prime Contractors and Consultants (*complete all columns*)

1. Name of Bidder	2. Bidder's Contact Information (address, phone, email)	3. DBE Status	4. Age of Firm	5. Type of Work	6. Annual Gross Receipts
SRF Consulting Group	2550 University Avenue West, Suite 345N Saint Paul, MN 55114 651.333.4139 mstegeman@srfconsulting.com	NA	62	Consulting	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input checked="" type="checkbox"/> \$5 million and above

Subcontractors and subconsultants (*primes to complete columns 1 and 2, plus any information available on the last four columns*)

1. Name of Bidder	2. Bidder's Contact Information (address, phone, email)	3. DBE Status	4. Age of Firm	5. Type of Work	6. Annual Gross Receipts
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above

					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above

PROPOSED RESOLUTION NO. 19-23

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES WITH SRF CONSULTING GROUP FOR THE GO TRANSIT – TRANSIT DEVELOPMENT PLAN

WHEREAS, the East Central Wisconsin Regional Planning Commission, hereafter referred to as the Commission, has approved in its budget and work program that collaboration will continue with GO Transit with the development of the Transit Development Plan, and;

WHEREAS, GO Transit and the City of Oshkosh seek to update the Transit Development Plan every five (5) years, with the goal of analyzing data and providing recommendations to maintain the efficiency of the system, and;

WHEREAS, the Commission has approved the 2023 Transportation Work Program and Budget on October 28, 2022, and was amended on October 28, 2022 and January 27, 2023, and;

WHEREAS, the Wisconsin Department of Transportation and Federal Highway Administration has approved the 2023 Transportation Work Program and Budget and the amendments to the work program and budget, and;

WHEREAS, the Commission issued a Request for Proposals to develop a new Transit Development Plan to update the previous plan from 2018, for which four proposals were received, with SRF Consulting Group being the highest scoring bidder, and;

WHEREAS, the Commission and its selection committee selected SRF Consulting Group to be awarded the contract, and;

WHEREAS, the contract is a twelve-month contract beginning May 1, 2023 and ending April 30, 2024, with all tasks to be completed by April 30, 2024, and

WHEREAS, the contract is a financial commitment by the Commission of up to \$124,876.50;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Executive Director is authorized to enter into a contract for professional services with SRF Consulting Group.

Effective Date: April 28, 2023

Submitted By: Steering Committee

Prepared By: Casey Peters, GIS Analyst I

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer-Badtke–ECWRPC Executive Director