

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that a regular meeting of the Common Council of the City of Platteville shall be held on Monday, December 22, 2014 at 7:00 PM in the Council Chambers at 75 North Bonson Street, Platteville, WI.

COMMON COUNCIL AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. CONSIDERATION OF CONSENT CALENDAR – The following items may be approved on a single motion and vote due to their routine nature or previous discussion. Please indicate to the Council President if you would prefer separate discussion and action.

- A. Minutes – 12/9/14 Special and Regular Council Meetings
- B. Payment of Bills
- C. Appointments to Boards & Commissions
- D. Licenses
 - 1. One-Year and Two-Year Operators Licenses
 - 2. Taxi Licenses
 - 3. Taxi Driver Licenses
- E. Permits
 - 1. PCA 10K Run on May 2, 2015

IV. CITIZENS' COMMENTS, OBSERVATIONS and PETITIONS, if any – Please limit comments to no more than five minutes

V. REPORTS

- A. Committee Reports (Council or Staff Representative)
 - 1. Airport Commission (Daus) 11/10/14
 - 2. Library Board Special Meeting 10/29/14 and Regular Meeting (Nickels) 11/4/14
 - 3. Redevelopment Authority (Daus) 11/24/14
 - 4. Platteville Historic Preservation Commission (Kilian) 11/11/14
 - 5. Extraterritorial Board of Zoning Appeals (Denn) 07/21/14
- B. Other Reports
 - 1. Department Progress Reports

VI. ACTION

- A. Resolution 14-33 – Adopting the 2015 Fee Schedule [12/9/14]
- B. Contract 6-14 – Taxi Service [12/9/14]
- C. Contract 14-14 – MPO Trail Paving and Lighting Engineering Proposal [12/9/14]
- D. 5 Year Fire Service Agreements [12/9/14]
 - 1. Belmont Township
 - 2. Ellenboro Township

3. Lima Township
4. Smelser Township
5. Elk Grove Township
6. Harrison Township
7. Platteville Township

VII. INFORMATION AND DISCUSSION

- A. Intergovernmental Agreement for Taxi/Bus Service
- B. Contract 6-14 Bus Service
- C. Timeline For Hiring an Executive Search Firm

VIII. ADJOURNMENT

If your attendance requires special accommodation, write City Clerk, P.O. Box 780, Platteville, WI 53818 or call (608) 348-9741 Option 6.

**PLATTEVILLE COMMON COUNCIL PROCEEDINGS
DECEMBER 9, 2014**

The special meeting of the Common Council of the City of Platteville was called to order by Council President Eileen Nickels at 6:03 PM in the Police Department Community Room at 165 N 4th Street.

ROLL CALL

Present: Dick Bonin, Barbara Daus, Mike Denn, Council President Eileen Nickels, Amy Seeboth-Wilson, and Barbara Stockhausen. Ken Kilian arrived at 6:07 PM. Absent: None.

CLOSED SESSION

Motion by Daus, second by Bonin to adjourn to closed session per Wisconsin Statute 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – *Possible Land Purchase in the Downtown Area* – and to come back into open session to adjourn. Motion carried 6-0 on a roll call vote.

ADJOURNMENT

Motion by Daus, second by Bonin to adjourn. Motion carried 7-0 on a roll call vote. The meeting was adjourned at 6:50 PM.

Respectfully submitted,

Jan Martin, City Clerk

**PLATTEVILLE COMMON COUNCIL PROCEEDINGS
DECEMBER 9, 2014**

The regular meeting of the Common Council of the City of Platteville was called to order by Council President Eileen Nickels at 7:00 PM in the Council Chambers of the Municipal Building.

ROLL CALL

Present: Dick Bonin, Barbara Daus, Mike Denn, Ken Kilian, Council President Eileen Nickels, Amy Seeboth-Wilson, and Barbara Stockhausen. Absent: None.

CONSIDERATION OF CONSENT CALENDAR

Motion by Daus, second by Bonin to approve the consent calendar as follows: November 25, 2014 Regular Council Meeting Minutes; Payment of Bills in the amount of \$452,771.97; November Financial Report; Appointment of Melissa Duve to the Housing Authority (finish term of Deb Faherty) and Barbara Stockhausen as the City Representative Trustee as outlined in the Rollo Jamison Trust Agreement; Resolution 14-32 Authorizing the Senior Center to Submit a Grant Application to the Helen Bader Foundation; One-Year Operator License to Amanda M Parke and Deacon J Swenson; Two-Year Operator License to Katherine M Connell and Marilyn B Mead; and Taxi Driver Licenses to Gordon L Hellwig and Janice A Schmidt. Motion carried 7-0 on a roll call vote.

CITIZENS' COMMENTS, OBSERVATIONS AND PETITIONS, if any.

Marilyn Gottschalk of 235 Virgin Avenue thanked the Council and staff for their hard work on the 2015 budget for the City of Platteville and for keeping funding for the Platteville Museums. She distributed information regarding the Christmas in the Country Series and other upcoming activities at the Museum.

Dick Bonin announced that he was not seeking re-election as Alderman At-Large and encouraged members of the public to consider running for his vacant seat. City Clerk Jan Martin stated that nomination papers were available in the Clerk's office and needed to be turned in no later than January 6, 2015 for the April 7, 2015 Spring Election.

REPORTS

- A. Committee Reports – Meeting reports were submitted by the Committee on Aging, Museum Board, Water & Sewer Commission, Plan Commission, and Freudenreich Animal Care Trust Fund Committee.
- B. Other Reports
 - 1) Airport Financial Report – November
 - 2) Water & Sewer Financial Report – November
 - 3) City Attorney Itemized Statement - November
 - 4) Department Progress Reports – Written progress reports of department operations and activities were submitted by City Attorney, Senior Center, EMS, Public Works, Museum, Director of Administration, and Community Planning & Development.

ACTION

- A. *Ordinance 14-17 – Annexation and Rezone: Platteville Municipal Airport* –Community Planning & Development Director Joe Carroll reviewed the request to annex the Platteville Municipal Airport that has been discussed at the last two Council meetings and Plan Commission meetings. Additional information requested by the Council at the last meeting was provided regarding the estimated difference in tax bill amounts (Township vs City) for the private hangar owners. Carroll also noted that the Plan Commission recommended approval of the annexation and rezone at their December 1 meeting. Daus added that the Airport Commission reaffirmed their support of the annexation and rezone at their December 8 meeting. Motion by Daus, second by Bonin to adopt

Ordinance 14-17 Creating Section 43.51 of the Municipal Code of the City of Platteville – Annexation of City owned property at 5157 South Highway 80 (Platteville Municipal Airport) and rezone to I-1 Institutional as presented. Motion carried 7-0 on a roll call vote.

- B. *Ordinance 14-18 – Amending Section 2.01 Aldermanic District #3 and Election Ward Five Due to Annexation of Property* – City Clerk Jan Martin explained that the proposed ordinance amends the District #3 Aldermanic and Ward #5 description in Section 2.01 of the Municipal Code due to the annexation of the Kallembach property at 1536 County Hwy B. Motion by Daus, second by Bonin to adopt Ordinance 14-18 Amending Section 2.01 Aldermanic District #3 and Election Ward Five due to Annexation of Property as presented. Motion carried 7-0 on a roll call vote.
- C. *5 Year Fire Service Agreements* – Fire Chief Ryan Simmons asked the Council to table action on the fire service agreements pending clarification of contract payment verbiage. Motion by Denn, second by Daus to table action on approving the fire service agreements as requested by the Fire Chief. Motion carried 7-0 on a roll call vote.

INFORMATION AND DISCUSSION

- A. *Resolution Adopting the 2015 Fee Schedule* – City Manager Larry Bierke presented the proposed 2015 fee schedule noting that fee amount changes were highlighted in a separate column. Two revisions will be made for the next meeting – changing \$.25 to \$25 in the cancellation policy for city facilities rental and including the township fire calls in the schedule. Action at next meeting.
- B. *Contract 6-14 – Taxi/Bus Service* – Director of Public Works Howard Crofoot explained that Staff received one proposal for the Shared Ride Taxi service, one proposal for the Fixed Route Bus service, and noted that the current Shared Ride Taxi provider declined to submit a proposal. The DOT regulated Evaluation Committee is in the process of reviewing both proposals to determine if they meet the criteria established in the RFP and will provide a final recommendation for the next meeting. Preliminary results show that the Shared Ride Taxi proposal (beginning on January 1, 2015) came in slightly higher than budgeted, the Fixed Route Bus contract (beginning May 16, 2015) came in slightly lower than budgeted, with the combination of the two resulting in a savings of \$1,500-\$1,600 over what was proposed in the budget. Denn expressed concern in going ahead with both services since there wasn't as much of a savings combining the taxi and shuttle bus service as he expected. Crofoot reminded him that the Council direction to him was to use the same amount of City matching dollars to increase the transportation services throughout the City. Daus questioned the operational schedule, method of fee collection, and the agreement with UW-Platteville. Crofoot responded that an agreement is being currently reviewed by the attorneys and a draft will be provided at the next meeting. Seeboth-Wilson added that the University is proposing a joint City/University committee in January/February to help refine and oversee the process of finalizing routes throughout the city, fares, methods of payment, etc. They will be reaching out to groups such as the Senior Center, elderly care facilities, and large employers for input. Action at next meeting.
- C. *Contract 14-14 – MPO Trail Paving and Lighting Engineering Proposal* – Public Works Director Howard Crofoot stated that a joint engineering services proposal from IIW/Delta Engineering was received for design of the Moving Platteville Outdoors (MPO) paving and lighting project. The City is proposing to pave and light approximately 3 miles of shared use bicycle and pedestrian trail along the Rountree Branch from Chestnut Street to the western terminus of the Platteville-Belmont trail, involving construction of one bridge and relocation of another bridge. The award of this contract will allow the design of the trail so that it can be bid for construction in 2015. Prior to the Council meeting, the PCA met to review the proposal and recommends award of the contract. Clarification was requested regarding \$2,500 budgeted for maintenance of trails – whether it was intended just for this trail or for all trails. Action at next meeting.

ADJOURNMENT

Motion by Daus, second by Bonin to adjourn. Motion carried 7-0 on roll call vote. The meeting was adjourned at 8:02 PM.

Respectfully submitted,

Jan Martin
City Clerk

DRAFT

SCHEDULE OF BILLS

MOUND CITY BANK:

12/12/2014	Payroll (Net Checks)	(57195-57198)	\$ 2,342.64
12/12/2014	Payroll (ACH Deposits)	(137467-137608)	\$ 119,254.91
12/12/2014	Schedule of Bills	(57199-57232)	\$ 90,982.17
11/28/2014	Schedule of Bills	(57233-57326)	\$ 835,059.58
	Total		<u>\$ 1,047,639.30</u>

The above listed bills are OK for payment and are thus recommended to the Council for payment. Exceptions are noted and may be discussed at the Council meeting.

Check Issue Date(s): 12/04/2014 - 12/17/2014

Report Criteria:

Check.Bank No = 1

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
12/14	12/12/2014	57199	AFLAC	MONTHLY PREMIUMS FLEX AFLAC Pay Period: 12/06/2014	PR1206140	1	489.81	
				MONTHLY PREMIUMS NON FLEX AFLAC INSURANCE Pay Period: 12/06/2014	PR1206140	2	405.22	895.03
Total 57199							895.03	
12/14	12/12/2014	57200	INTERNAL REVENUE SER	FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 12/06/2014	PR1206140	1	11,106.03	
				FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 12/06/2014	PR1206140	2	11,106.03	
				FEDERAL INCOME TAX MEDICARE Pay Period: 12/06/2014	PR1206140	3	2,597.39	
				FEDERAL INCOME TAX MEDICARE Pay Period: 12/06/2014	PR1206140	4	2,597.39	
				FEDERAL INCOME TAX FEDERAL WITHHOLDING TAX Pay Period: 12/06/2014	PR1206140	5	17,516.45	44,923.29
Total 57200							44,923.29	
12/14	12/12/2014	57201	VANTAGE TRANSFER AG	ICMA DEFERRED COMP ICMA RETIREMENT Pay Period: 12/06/2014	PR1206140	1	270.00	270.00
12/14	12/12/2014	57202	WI DEFERRED COMP BO	DEFERRED COMPENSATION DEFERRED COMPENSATION Pay Period: 12/06/2014	PR1206140	1	2,875.00	
				DEFERRED COMPENSATION WI DEF-ROTH Pay Period: 12/06/2014	PR1206140	2	225.00	3,100.00
Total 57202							3,100.00	
12/14	12/12/2014	57203	WI DEPT OF REVENUE	STATE INCOME TAX STATE WITHHOLDING TAX Pay Period: 12/06/2014	PR1206140	1	7,970.05	7,970.05
12/14	12/12/2014	57204	WI RETIREMENT SYSTEM	WRS RETIREMENT ADDL RETIREMENT WITHHELD Pay Period: 12/06/2014	PR1206140	1	25.00	
				WRS RETIREMENT EERC GEN RETIRE Pay				

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				Period: 12/06/2014	PR1206140	2	6,957.63	
				WRS RETIREMENT	PR1206140	3	3,419.56	
				EERC PROT RETIRE				
				Pay Period: 12/06/2014				
				WRS RETIREMENT	PR1206140	4	1,596.22	
				EERC W/S RETIRE Pay				
				Period: 12/06/2014				
				WRS RETIREMENT	PR1206140	5	6,957.63	
				ERRC GEN RETIRE Pay				
				Period: 12/06/2014				
				WRS RETIREMENT	PR1206140	6	5,036.53	
				ERRC PROT RETIRE				
				Pay Period: 12/06/2014				
				WRS RETIREMENT	PR1206140	7	1,596.22	25,588.79
				ERRC W/S RETIRE Pay				
				Period: 12/06/2014				
				Total 57204			25,588.79	
12/14	12/12/2014	57205	WI SCTF	CHILD SUPPORT CHILD	PR1206140	1	218.00	218.00
				SUPPORT-WI SCTF Pay				
				Period: 12/06/2014				
12/14	12/12/2014	57206	WPPA/LEER	UNION DUES POLICE	PR1206140	1	489.00	489.00
				UNION DUES Pay				
				Period: 12/06/2014				
12/14	12/12/2014	57207	CHIROPRACTIC ASSOCIA	ACCT #1518-MED ASSOC	121214	1	35.82	
				HMO				
				ACCT #11782-DEAN	121214	2	18.00	
				HEALTH				
				ACCT #9007-MED ASSOC	121214	3	119.36	
				HMO				
				ACCT #17996-MED	121214	4	7.47	
				ASSOC				
				ACCT #17996-MED	121214	5	7.47	
				ASSOC				
				ACCT #16659-DEAN	121214	6	225.00	413.12
				HEALTH				
				Total 57207			413.12	
12/14	12/12/2014	57208	CROFOOT, HOWARD	FLEX MEDICAL CLAIM R	121214	1	98.00	98.00
12/14	12/12/2014	57209	DEAN CLINIC	ACCT #100985793	10/14	1	166.90	
				ACCT #100757181	10/14	2	58.83	225.73
				Total 57209			225.73	
12/14	12/12/2014	57210	DOCTORS PARK PHARM/	PRESCRIPTION CO-PAYS	113014	1	21.02	
				PRESCRIPTION CO-PAYS	113014	2	5.63	
				PRESCRIPTION CO-PAYS	113014	3	48.12	
				PRESCRIPTION CO-PAYS	113014	4	66.65	
				PRESCRIPTION CO-PAYS	113014	5	19.35	160.77
				Total 57210			160.77	
12/14	12/12/2014	57211	DUBUQUE INTERNAL MEI	ACCT #00000012245	051414	1	202.36	202.36
12/14	12/12/2014	57212	DUBUQUE RADIOLOGICA	ACCT #DBQ 555795	090514	1	13.17	13.17
12/14	12/12/2014	57213	FAMILY MEDICAL CENTE	ACCT #300000619	091914	1	111.87	111.87

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
12/14	12/12/2014	57214	GLASSON, ROBERTA	FINAL FLEX MEDICAL REIMB	121214	1	692.96	692.96
12/14	12/12/2014	57215	GRANT CTY CLERK OF C	BOND-SAMANTHA K MEDINA	12/03/2014	1	113.50	
				BOND-TIMOTHY A MILLER	12/03/2014	2	263.50	377.00
Total 57215							377.00	
12/14	12/12/2014	57216	GRANT REGIONAL COM C	ACCT #350000882	091114	1	61.25	61.25
12/14	12/12/2014	57217	GRANT REGIONAL HEALT	ACCT #62512	090514	1	54.98	54.98
12/14	12/12/2014	57218	HAAS, JEFFERY	FLEX DEPENDENT CARE REIMB	121214	1	557.70	
				FLEX MEDICAL CLAIM REIMB.	121214	2	1,127.40	1,685.10
Total 57218							1,685.10	
12/14	12/12/2014	57219	HARTIG DRUG CO	PRESCRIPTION CO-PAY	113014	1	54.95	
				PRESCRIPTION CO-PAY	113014	2	41.29	
				PRESCRIPTION CO-PAY	113014	3	11.75	107.99
Total 57219							107.99	
12/14	12/12/2014	57220	K-MART PHARMACY	PRESCRIPTION CO-PAYS	121214	1	23.45	
				PRESCRIPTION CO-PAYS	121214	2	20.00	
				PRESCRIPTION CO-PAYS	121214	3	24.37	
				PRESCRIPTION CO-PAYS	121214	4	28.56	
				PRESCRIPTION CO-PAYS	121214	5	5.00	101.38
Total 57220							101.38	
12/14	12/12/2014	57221	LOWERY, KIM	FINAL FLEX MEDICAL CLAIM REIMB.	121214	1	95.88	95.88
12/14	12/12/2014	57222	MADISON RADIOLOGISTS	ACCT #108533	072814	1	17.60	17.60
12/14	12/12/2014	57223	MARTIN, JAN	FLEX MEDICAL CLAIM REIMB	121214	1	277.59	277.59
12/14	12/12/2014	57224	MASKI & MASKI MD	ACCT #150	06/14	1	2.74	
				ACCT #150	06/14	2	24.67	
				ACCT #18399	06/14	3	130.00	157.41
Total 57224							157.41	
12/14	12/12/2014	57225	MEDICAL ASSOCIATES C	ACCT #69-99296	10-11/14	1	21.19	
				ACCT #65-98502	10-11/14	2	771.46	792.65
Total 57225							792.65	
12/14	12/12/2014	57226	MERCY RADIOLOGISTS C	ACCT #MRD 217774272	092914	1	16.29	
				ACCT #MRD 217774272	092914	2	16.29	32.58
Total 57226							32.58	
12/14	12/12/2014	57227	REHLINGER, PAUL	FINAL FLEX MEDICAL CLAIM REIMB	121214	1	200.16	200.16
12/14	12/12/2014	57228	ROSEMEYER JONES CHIE	ACCT #5000-DEAN	10/14	1	812.80	812.80
12/14	12/12/2014	57229	SOUTHWEST HEALTH CE	ACCT #935469	9-10/14	1	137.61	

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				ACCT #844703	9-10/14	2	20.14	
				ACCT #942758	9-10/14	3	75.00	
				ACCT #41103854	9-10/14	4	249.33	
				ACCT #893419	9-10/14	5	62.15	544.23
		Total 57229					544.23	
12/14	12/12/2014	57230	SOUTHWEST HEALTH CT	ACCT #350005037	090914	1	144.06	144.06
12/14	12/12/2014	57231	ST MARYS DEAN VENTUF	ACCT #900010633	100214	1	86.55	
				ACCT #900023608	101614	1	40.00	126.55
		Total 57231					126.55	
12/14	12/12/2014	57232	ST MARYS DEAN VENTUF	ACCT #500055377	061814	1	20.82	20.82
12/14	12/17/2014	57233	5 ALARM FIRE & SAFETY	REPAIRS-FIRE DEPT	144369-1	1	474.49	474.49
12/14	12/17/2014	57234	AGING & DISABILITY RES	TRANSPORTATION OF SENIORS	12/08/2014	1	125.40	125.40
12/14	12/17/2014	57235	ALA/BOOKLIST	SUBSCRIPTION-LIBRARY	11/18/2014	1	147.50	147.50
12/14	12/17/2014	57236	ALLIANT ENERGY/WP&L	ELECTRIC/HEATING-CITY HALL	12/17/2014	1	7.27	
				ELECTRIC/HEATING-POLI DEPT	12/17/2014	2	7.27	
				ELECTRIC/HEATING-FIRE DEPT	12/17/2014	3	1,001.51	
				ELECTRIC/HEATING-EME MNGMT	12/17/2014	4	7.66	
				ELECTRIC/HEATING-EMS	12/17/2014	5	470.85	
				ELECTRIC/HEATING-STRE LIGHTING	12/17/2014	6	7,766.44	
				ELECTRIC/HEATING-STOI LIGHTS	12/17/2014	7	486.20	
				ELECTRIC/HEATING-LIBR	12/17/2014	8	1,437.81	
				ELECTRIC/HEATING-MUS	12/17/2014	9	1,177.77	
				ELECTRIC/HEATING-SR CENTER	12/17/2014	10	309.65	
				ELECTRIC/HEATING-PARI	12/17/2014	11	589.01	
				ELECTRIC/HEATING-POO	12/17/2014	12	11.70	13,273.14
		Total 57236					13,273.14	
12/14	12/17/2014	57237	AYRES ASSOCIATES INC	PIONEER FORD BROWNFIELD	156273	1	1,956.57	1,956.57
12/14	12/17/2014	57238	BADGER WELDING SUPP	OXYGEN & REFILL	226540	1	58.11	
				REFILL OXYGEN - PD	226541	1	21.10	
				MONTHLY CYLINDER RENTAL-POLICE	3245206	1	2.79	
				MONTHLY CYLINDER RENTAL-EMS	3250210	1	12.00	
				MONTHLY CYLINDER RENTAL-POLICE	3250212	1	2.70	96.70
		Total 57238					96.70	
12/14	12/17/2014	57239	BAKER IRON WORKS LLC	STREET CHARGE	66869	1	119.90	
				REPAIRS-ST	66876	1	85.60	205.50

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 57239							205.50	
12/14	12/17/2014	57240	BROWN, JACOB	TRAINING REIMB-POLICE DEPT	11/3-11/14/14	1	256.46	256.46
12/14	12/17/2014	57241	BUECHLER, DALE & MEL	REFUND TAX OVERPAYMENT	38	1	489.58	489.58
12/14	12/17/2014	57242	CAKES BY ANNE	REFRESHMENTS-GALLEF	11/15/2014	1	32.00	32.00
12/14	12/17/2014	57243	CARDMEMBER SERVICE	POLICE DEPT CHARGES	11/4-12/2/201	1	8.67	
				POLICE DEPT CHARGES	11/4-12/2/201	2	36.06	
				POLICE DEPT CHARGES	11/4-12/2/201	3	1,398.81	
				FIRE DEPT CHARGES	11/4-12/2/201	4	123.92	
				EMS CHARGES	11/4-12/2/201	5	11.50	
				EMS CHARGES	11/4-12/2/201	6	98.00	
				EMS CHARGES	11/4-12/2/201	7	285.00	
				EMS CHARGES	11/4-12/2/201	8	368.40	
				COUNCIL CHARGES	11/4-12/2/201	9	55.72	
				CITY MANAGER CHARGES	11/4-12/2/201	10	20.32	
				COMPUTER CHARGES	11/4-12/2/201	11	1,371.51	
				COMMUNITY PLANNING CHARGES	11/4-12/2/201	12	3.50	
				STREET DEPT CHARGES	11/4-12/2/201	13	225.82	
				STREET DEPT CHARGES	11/4-12/2/201	14	150.07	
				LIBRARY CHARGES	11/4-12/2/201	15	39.94	
				LIBRARY CHARGES	11/4-12/2/201	16	29.75	
				LIBRARY CHARGES	11/4-12/2/201	17	125.00	
				SENIOR CENTER CHARGES	11/4-12/2/201	18	94.99	
				SENIOR CENTER CHARGES	11/4-12/2/201	19	203.94	
				MUSEUM CHARGES	11/4-12/2/201	20	453.00	
				MUSEUM CHARGES	11/4-12/2/201	21	147.69	
				MUSEUM CHARGES	11/4-12/2/201	22	17.89	4,969.36
Total 57243							4,969.36	
12/14	12/17/2014	57244	CARQUEST AUTO PARTS	SUPPLIES-POLICE DEPT	NOV 2014	1	50.79	
				SUPPLIES-STREET DEPT	NOV 2014	2	59.39	
				SUPPLIES-STREET DEPT	NOV 2014	3	68.00	
				SUPPLIES-STREET DEPT	NOV 2014	4	13.91	
				SUPPLIES-PARKS DEPT	NOV 2014	5	33.04	
				SUPPLIES-PARKS DEPT	NOV 2014	6	164.99	390.12
Total 57244							390.12	
12/14	12/17/2014	57245	CENTURYLINK	PHONE CHARGES-ADMIN	12/03/2014	1	710.99	
				PHONE CHARGES-POLICE DEPT	12/03/2014	2	1,006.45	
				PHONE CHARGES-FIRE DEPT	12/03/2014	3	143.58	
				PHONE CHARGES-EMS	12/03/2014	4	41.23	
				PHONE CHARGES-EMERGENCY MANAGEMENT	12/03/2014	5	138.12	
				PHONE				

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
12/14	12/17/2014	57251	CREATE & DECORATE	SUBSCRIPTION-LIBRARY	SUB	1	19.97	19.97
12/14	12/17/2014	57252	CVIKOTA COMPANY,THE	EMS COLLECTIONS	12295	1	2,289.74	2,289.74
12/14	12/17/2014	57253	CYPRESS BENEFIT ADMIN	REFUND LIABILITY PAID T KRESSIN-EMS	12/08/2014	1	791.98	791.98
12/14	12/17/2014	57254	DEPT OF JUSTICE	TUITION-POLICE DEPT	#15TS-WCC	1	750.00	750.00
12/14	12/17/2014	57255	DORNAK, LAURA L	REFUND TAX OVERPAYMENT	1	1	120.27	120.27
12/14	12/17/2014	57256	DOUBLEDAY LARGE PRINT	LARGE PRINT BOOKS-LIBRARY	76260911	1	64.97	64.97
12/14	12/17/2014	57257	DUBUQUE INTERNAL MEI	ACCT #GR-00000037009.1	051614	1	170.24	170.24
12/14	12/17/2014	57258	EASTMAN CARTWRIGHT	SUPPLIES - CEMETERY	20012901	1	24.96	
				SUPPLIES - CEMETERY	20012906	1	41.94	
				SUPPLIES - CEMETERY	20012907	1	14.40	
				SUPPLIES - CEMETERY	20012909	1	67.32	
				SUPPLIES - CEMETERY	20012911	1	40.44	
				SUPPLIES - CEMETERY	20012917	1	2.00	191.06
Total 57258							191.06	
12/14	12/17/2014	57259	ED M FELD EQUIP CO INC	FIRE DEPT CHARGES	271458-IN	1	438.39	438.39
12/14	12/17/2014	57260	EMERGENCY MEDICAL PI	AMBULANCE SUPPLIES	1699488	1	349.31	349.31
12/14	12/17/2014	57261	FASTENAL COMPANY	SUPPLIES-ST	WIPIA71019	1	16.23	16.23
12/14	12/17/2014	57262	FIRE & SAFETY EQUIP III	ANNUAL SERVICE-PARKS & REC	43035	1	119.90	
				ANNUAL SERVICE-SR CTR	43037	1	14.00	
				ANNUAL SERVICE-EMS	43038	1	28.00	161.90
Total 57262							161.90	
12/14	12/17/2014	57263	FOSTER COACH SALES II	EMS CHARGES	5389	1	15.85	15.85
12/14	12/17/2014	57264	FRIENDS OF PLATTEVILL	ARTS MONIES	12/15/2014	1	4,501.41	4,501.41
12/14	12/17/2014	57265	FROISETH, MATTHEW	TRAINING REIMB-POLICE DEPT	11/3-11/15/20	1	253.02	253.02
12/14	12/17/2014	57266	GILE, DOUGLAS & HEATH	REFUND TAX OVERPAYMENT	185	1	2.62	2.62
12/14	12/17/2014	57267	GORDON FLESCH COMP/	COPIES-CLERK	IN11005961	1	30.00	
				COPIES-COUNCIL	IN11005961	2	15.00	
				COPIES-CITY MANAGER	IN11005961	3	312.51	357.51
Total 57267							357.51	
12/14	12/17/2014	57268	GRANT CTY CLERK	DOG LICENSE REPORT	12/08/2014	1	31.00	31.00
12/14	12/17/2014	57269	GRANT CTY CLERK OF CI	FORFEITURES	12/15/2014	1	263.50	263.50
12/14	12/17/2014	57270	GUY'S TRUCK & TRACTOI	REPAIR OF TOWNSHIP ENGINE 1-FIRE DEPT	KWI008974	1	2,171.02	2,171.02
12/14	12/17/2014	57271	HAAS, JEFFERY	FINAL FLEX MEDICAL CLAIM	121714	1	125.42	125.42
12/14	12/17/2014	57272	HRDIRECT	FEDERAL POSTERS	INV2226590	1	18.86	
				FEDERAL POSTERS	INV2226590	2	18.83	
				FEDERAL POSTERS	INV2226590	3	18.83	
				FEDERAL POSTERS	INV2226590	4	18.83	
				FEDERAL POSTERS	INV2226590	5	18.83	
				FEDERAL POSTERS	INV2226590	6	18.83	
				FEDERAL POSTERS	INV2226590	7	18.83	
				FEDERAL POSTERS	INV2226590	8	18.83	

M = Manual Check, V = Void Check

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount	
				FEDERAL POSTERS	INV2226590	9	18.83		
				FEDERAL POSTERS	INV2226590	10	18.83		
				FEDERAL POSTERS	INV2226590	11	18.83	207.16	
		Total 57272						207.16	
12/14	12/17/2014	57273	INGERSOLL PLUMBING/H	SERVICE CALL-POLICE DEPT	8262	1	65.00	65.00	
12/14	12/17/2014	57274	IWI MOTOR PARTS	SUPPLIES-STREET DEPT	S1-1285388	1	240.24		
				SUPPLIES-STREET DEPT	S1-1317176	1	85.22	325.46	
		Total 57274						325.46	
12/14	12/17/2014	57275	KITELINGER, BRIAN K	REFUND TAX OVERPAYMENT	5	1	270.67	270.67	
12/14	12/17/2014	57276	KRESSIN, TAMARA	REFUND LIABILITY PAID-EMS	12/08/2014	1	166.52	166.52	
12/14	12/17/2014	57277	LANGUAGE LINE SERVICE	LANGUAGE INTERPRETATION-POLICE DEPT	3496029	1	42.47		
				LANGUAGE INTERPRETATION-POLICE DEPT	3503398	1	11.72	54.19	
		Total 57277						54.19	
12/14	12/17/2014	57278	LIFELINE AUDIO VIDEO T	VIDEO PROJECTION-COUNCIL CHAMBERS	56857	1	4,249.00	4,249.00	
12/14	12/17/2014	57279	MADISON RADIOLOGISTE	ACCT #121741	092914	1	27.84	27.84	
12/14	12/17/2014	57280	MARTIN, JAN	CHAIR-CITY CLERK	12/08/2014	1	127.09	127.09	
12/14	12/17/2014	57281	MIDWEST BUSINESS PRC	COPIES-ENG	284477	1	77.64		
				COPIES-REC	284477	2	76.76		
				COPIES - MUSEUM	284478	1	99.54		
				COPIES - PD	284829	1	120.27	374.21	
		Total 57281						374.21	
12/14	12/17/2014	57282	MINNESOTA LIFE INSURA	MONTHLY LIFE INS PREMIUM	047102 1/201	1	8.32		
				MONTHLY LIFE INS PREMIUM	047102 1/201	2	2.01		
				MONTHLY LIFE INS PREMIUM	047102 1/201	3	36.51		
				MONTHLY LIFE INS PREMIUM	047102 1/201	4	44.10		
				MONTHLY LIFE INS PREMIUM	047102 1/201	5	32.48		
				MONTHLY LIFE INS PREMIUM	047102 1/201	6	.67		
				MONTHLY LIFE INS PREMIUM	047102 1/201	7	193.74		
				MONTHLY LIFE INS PREMIUM	047102 1/201	8	22.93		
				MONTHLY LIFE INS PREMIUM	047102 1/201	9	18.71		
				MONTHLY LIFE INS					

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				PREMIUM	047102 1/201	10	47.04	
				MONTHLY LIFE INS PREMIUM	047102 1/201	11	56.90	
				MONTHLY LIFE INS PREMIUM	047102 1/201	12	76.38	
				MONTHLY LIFE INS PREMIUM	047102 1/201	13	2.81	
				MONTHLY LIFE INS PREMIUM	047102 1/201	14	8.75	
				MONTHLY LIFE INS PREMIUM	047102 1/201	15	14.62	
				MONTHLY LIFE INS PREMIUM	047102 1/201	16	9.32	
				MONTHLY LIFE INS PREMIUM	047102 1/201	17	66.04	
				MONTHLY LIFE INS PREMIUM	047102 1/201	18	79.23	
				MONTHLY LIFE INS PREMIUM	047102 1/201	19	11.96	
				MONTHLY LIFE INS PREMIUM	047102 1/201	20	54.12	
				MONTHLY LIFE INS PREMIUM	047102 1/201	21	12.60	
				MONTHLY LIFE INS PREMIUM	047102 1/201	22	5.97	
				MONTHLY LIFE INS PREMIUM	047102 1/201	23	25.07	
				MONTHLY LIFE INS PREMIUM	047102 1/201	24	153.61	
				MONTHLY LIFE INS PREMIUM	047102 1/201	25	222.52	
				MONTHLY LIFE INS PREMIUM	047102 1/201	26	756.68	
				MONTHLY LIFE INS PREMIUM	047102 1/201	27	152.25	2,115.34
							2,115.34	
		Total 57282						
12/14	12/17/2014	57283	MONROE TRUCK EQUIPM	PARTS-STREET DEPT.	5283337	1	46.73	46.73
12/14	12/17/2014	57284	MONROE TRUCK EQUIPM	SPREADER	1518486R	1	49,114.00	
				PARTS/ACCESSORIES-S1	5283337	1	46.73	49,160.73
							49,160.73	
		Total 57284						
12/14	12/17/2014	57285	MORTON SALT	TONS OF ROAD SALT FOR 2014	5400622901	1	8,566.28	8,566.28
12/14	12/17/2014	57286	MOUND CITY BANK	STATE INVESTMENT FUND-TAX COLLECTION	12/17/2014	1	700,000.00	700,000.00
12/14	12/17/2014	57287	MSA PROFESSIONAL SEF	STRATEGIC PLANNING SESSION	2	1	560.00	560.00
12/14	12/17/2014	57288	MULLIKIN, DONALD & JAS	REFUND TAX OVERPAYMENT	22	1	3.75	3.75
12/14	12/17/2014	57289	NEMITZ, CLINTON & ERIK	REFUND TAX OVERPAYMENT	221	1	718.81	718.81
12/14	12/17/2014	57290	OFFICE DEPOT	OFFICE SUPPLIES-PD	71033681800	1	51.91	
				OFFICE SUPPLIES-PD	74462962600	1	73.34	125.25

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 57290							125.25	
12/14	12/17/2014	57291	PETTY CASH/MUSEUM	SUPPLIES	12/17/2014	1	10.47	
				SUPPLIES	12/17/2014	2	27.48	
				POSTAGE	12/17/2014	3	50.00	
				JMA EXHIBIT	12/17/2014	4	44.13	132.08
Total 57291							132.08	
12/14	12/17/2014	57292	PETTY CASH/TREASURER	MISC EXPENSES	12/17/2014	1	3.98	
				POLL WORKER(S) EXP-ELECTION	12/17/2014	2	4.25	
				POSTAGE DUE	12/17/2014	3	.57	8.80
Total 57292							8.80	
12/14	12/17/2014	57293	PLATTEVILLE AUTO SUPP	SUPPLIES-EMS	11/30/2014	1	9.99	
				SUPPLIES-STREET DEPT	11/30/2014	2	134.57	
				SUPPLIES-MUSEUM	11/30/2014	3	13.59	158.15
Total 57293							158.15	
12/14	12/17/2014	57294	PLATTEVILLE JOURNAL,	ADVERTISING-MUSEUM	11/30/2014	1	180.00	
				ADVERTISING-COUNCIL	11/30/2014	2	363.00	
				ADVERTISING-ELECTION	11/30/2014	3	66.55	
				ADVERTISING-TAXI	11/30/2014	4	121.00	
				ADVERTISING-COMMUNI PLANNING	11/30/2014	5	72.60	
				ADVERTISING	11/30/2014	6	109.90	913.05
Total 57294							913.05	
12/14	12/17/2014	57295	PLATTEVILLE WATER & S	DELINQUENT UTILITY CHARGES	112953	1	1,760.47	
				INTEREST ON DELINQUENT UTILITY CHARGES	112953	2	189.74	
				INTEREST ON DELINQUENT UTILITY CHARGES	113191	1	421.17	
				DELINQUENT UTILITY CHARGES	113191	2	3,007.16	
				WATER USAGE-STREET DEPT	3883	1	90.37	5,468.91
Total 57295							5,468.91	
12/14	12/17/2014	57296	PROGRESSIVE	REFUND PAID TWICE-LEAH RADTKE	12/08/2014	1	650.00	650.00
12/14	12/17/2014	57297	QUILL CORPORATION	OFFICE SUPPLIES-ELECTION	7809268	1	56.09	
				OFFICE SUPPLIES-BLDG INSPECTION	8377464	1	8.05	
				OFFICE SUPPLIES-COMM PLAN & DEV	8377464	2	8.06	72.20

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 57297							72.20	
12/14	12/17/2014	57298	RUNDE CHEVROLET BUIK	POLICE DEPT CHARGES	339968	1	22.37	22.37
12/14	12/17/2014	57299	SCHMIDT ELECTRICAL CO	PROJECTOR & SCREEN COUNCIL CHAMBERS	1080-3422	1	633.31	633.31
12/14	12/17/2014	57300	SCOTT IMPLEMENT	SUPPLIES-STREET DEPT	89035	1	21.96	21.96
12/14	12/17/2014	57301	SKUBAL, THOMAS M	REFUND TAX OVERPAYMENT	45	1	5.93	5.93
12/14	12/17/2014	57302	SOUTHWEST HEALTH CE	ACCT #911288	121714	1	223.87	
				ACCT #848544	121714	2	361.44	
				ACCT #844305	121714	3	57.16	
				ACCT #852408	121714	4	50.00	
				ACCT #350005815	121714	5	141.29	
				ACCT #868163	121714	6	25.50	
				ACCT #350007826	121714	7	28.26	
				ACCT #350008969	121714	8	141.29	
				ACCT #866162	121714	9	37.50	
				ACCT #884405	121714	10	894.19	
				ACCT #350006583	121714	11	599.33	
				ACCT #868556	121714	12	256.14	
				ACCT #873071	121714	13	59.86	2,875.83
Total 57302							2,875.83	
12/14	12/17/2014	57303	SOUTHWEST HEALTH CE	LABS-POLICE DEPT	825289 11/30	1	84.00	84.00
12/14	12/17/2014	57304	SOUTHWEST HEALTH CT	ACCT #350007977	09/14	1	71.87	71.87
12/14	12/17/2014	57305	SOUTHWEST OPPORTUN	JANITORIAL SERVICES-POLICE DEPT	15991	1	1,371.00	1,371.00
12/14	12/17/2014	57306	SOUTHWEST TECHNICAL	FIRE DEPT CHARGE	9843	1	780.00	780.00
12/14	12/17/2014	57307	SSM HEALTH CARE	ACCT #41112309	110714	1	1,148.24	1,148.24
12/14	12/17/2014	57308	ST MARYS DEAN VENTUF	ACCT #900042575	09-10	1	121.16	
				ACCT #900082367	09-10	2	86.55	207.71
Total 57308							207.71	
12/14	12/17/2014	57309	STEEL MART	STREET DEPT CHARGES	334112	1	269.80	269.80
12/14	12/17/2014	57310	STEINHOFF, CONNIE	SR CTR XMAS PARTY	12/5/2014	1	166.50	166.50
12/14	12/17/2014	57311	TOP HAT INC	FARES-SENIOR CENTER	1935	1	2.50	2.50
12/14	12/17/2014	57312	TRANSWORLD SYSTEMS	COLLECTION SERVICES-EMS	1024010	1	15.00	15.00
12/14	12/17/2014	57313	TRICOM INC/RADIO SHAC	FIRE DEPT CHARGE	10296702	1	11.99	11.99
12/14	12/17/2014	57314	TRI-STATE ADJUSTMENT	AMBULANCE COLLECTIONS	11/28/2014	1	25.00	25.00
12/14	12/17/2014	57315	TRUCK COUNTRY OF IOV	SUPPLIES-STREET DEPT	X101301225:(1	464.41	464.41
12/14	12/17/2014	57316	UBERSOX CHRYSLER INC	SENIOR CENTER CHARGES	3022477	1	463.51	463.51
12/14	12/17/2014	57317	UBS FINANCIAL SERVICE	2014 SERVICE AWARD CONTRIBUTION	2014-1	1	6,000.00	6,000.00
12/14	12/17/2014	57318	UNITED CLINICAL LABS	ACCT #56137	090914	1	2.01	
				ACCT #56137	090914	2	11.40	13.41
Total 57318							13.41	
12/14	12/17/2014	57319	US CELLULAR	CELL PHONE CHGS. - EMS	62982945	1	14.15	14.15
12/14	12/17/2014	57320	UW-MADISON	WI REGIONAL ART				

Check Issue Date(s): 12/04/2014 - 12/17/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
12/14	12/17/2014	57321	VANDER VELDEN, ANTHC	PROGRAM	12/08/2014	1	80.00	80.00
				TRAVEL REIMB-POLICE DEPT	12/9/2014	1	21.68	21.68
12/14	12/17/2014	57322	VANDEVORT, SAMUEL L	TRAINING REIMBURSEMENT-POLICE DEPT	11/3-11/15/14	1	283.79	283.79
12/14	12/17/2014	57323	WAYNES LOCK & KEY LL	FIRE DEPT CHARGES	6796	1	297.94	297.94
12/14	12/17/2014	57324	WCPA CONFERENCE RE	POLICE ENTRY LEVEL EXAMS	12/01/2014	1	160.00	160.00
12/14	12/17/2014	57325	WI DEPT OF JUSTICE	RECORD CHECKS - POLICE DEPT	L2205T 12/1/'	1	49.00	49.00
12/14	12/17/2014	57326	WI DEPT OF TRANSPORT	5035-02-71 HAZEL GREEN-PLATTEVILLE	L34407	1	2,408.31	2,408.31
Totals:							<u>926,041.75</u>	<u>926,041.75</u>

Report Criteria:

Check.Bank No = 1



BOARDS AND COMMISSIONS VACANCIES LIST

As of 12/9/14

Historic Preservation Commission Alternate (partial – term expires 5/1/15)
Board of Appeals (ET Zoning) Alternate (partial – term expires 4/1/16)
Board of Appeals (Zoning) 1 position (3-year term)
Community Development Board (3-year term)

Application forms for the City of Platteville Boards and Commissions are available in the City Clerk's office in the Municipal Building at 75 N Bonson Street, Platteville, WI or online at www.platteville.org. Please note that most positions require City residency.

PROPOSED LICENSES

December 9, 2014

One-Year Operators License

- Emily A Combs
- Stephanie L Roberts

Two-Year Operators License

- Erika M Koehler
- Cassandra P Walsh

Taxi Driver License

- William R Beinborn
- Norman L Guild
- Danyel M Hargrove
- Angela L Rice
- Paul G Roggenbeck

Taxi Vehicle License

- Platteville Shared Ride Taxi – contingent upon 2015 certificate of insurance and payment of fees
 - o 2011 Dodge Caravan – Municipal Plate #82781
 - o 2010 Dodge Grand Caravan – Municipal Plate #79709
 - o 2014 Dodge Caravan – Municipal Plate #89064

Check one: Parade
 Walk-a-thon
 Run Other

CITY OF PLATTEVILLE
PARADE, WALK-A-THON, RUN, OR OTHER SIMILAR
PERMIT

=====

Date permit requested 12/10/2014

Name of organization requesting permit Platteville Community Arboretum

Date/Time May 2nd, 2015 8am - 2pm

Route (or attach map) Houndtree Branch Trail from UW-Platteville campus to Moundview Park

Number of Participants 80-100

Amount of Liability Insurance \$2,000,000

Name of Insurance Company West Bend

Address 1900 S 18th Avenue Certificate Received: 12/10/14 (Date)
West Bend, WI 53095

Name of Parade Marshall Amy Delyea-Petska

Address 35 W Lewis St Platteville, WI 53818

Phone 715-579-0693

Assembly Area Moundview Park

Disbanding Area Moundview Park

Name of representative of the organization who can be contacted in the event of a problem:

Amy Delyea-Petska Phone: 715-579-0693

Signature of person requesting permit Amy Delyea-Petska

City Ordinance 41.07 Date approved _____

\$50.00 fee accompanies this application

Approved by the City Council

Issued by _____
City Clerk

Request fee to be waived

Fee (if charged): \$ _____

Receipt # _____

Distance:

6.08 miles

9.78 km



Elevation Profile

Approved Minutes of November 10, 2014 Meeting, as approved at the December 8, 2014 meeting.

Submitted by Doug Stephens, December 9th, 2014

Airport Commission Meeting
November 10th, 2014
Platteville Municipal Airport
5157 Highway 80, Platteville, Wisconsin 53818

I. Call to order by Bill Kloster @ 6PM

Attendance: Commission Members: Barb Daus (A), Bill Kloster (P), Adam Pick (P), Chuck Runde (P), Doug Stephens (P), Ed White (P). Non-Commission attendance: Duane Borgen (City of Platteville, Director of Admin. Serv.), Jim Hughes (Airport Mgr, Hughes Aviation LLC), Jeff Shay (Hughes Aviation), Paula Groom (Wisconsin Dept. of Transportation, Aeronautics Bureau).

II. Approval of Minutes: The following amendments were noted specific to October 13th, 2014 Item VI Annexation:

- Kloster noted that the “Motion by Wunderlin that the Commission approve annexation” be correctly recorded as “the Commission’s recommendation to the City is in favor of annexation”. The Airport Commission is not the approving body.
- Pick noted that he voted nay, Runde noted that he voted nay, and requested that the minutes be corrected accordingly.
- Borgen noted that he had stated that hanger owners would be notified.
- a. Motion by Runde to approve the amended minutes, Second by Pick. No discussion, unanimously approved.

III. Appointment of Vice-President: tabled

IV. Citizens Comments, Observations, and Petitions:

- a. Jeff Shay informed the Commission, minutes ahead of the meeting being called to order, that Dr. Jason Klovning would be calling in to the Commission Meeting. Dr. Klovning had intended being at the meeting, however he could not be. Dr. Klovning’s telephone call was received immediately prior to the meeting being called to order. For continuity and clarity, the call is included in these minutes.
- b. Dr. Klovning expressed concern that the private hanger owners had not been notified of the proposed annexation, and that the Airport Commission had not engaged in discussion the private hanger owners regarding annexation.
- c. Immediately following the telephone call, Borgen informed the Commission that letters had gone out, informing people that the annexation public forum would occur at the City of Platteville Planning Commission Meeting.

III. Treasurer’s Report October 2014: Treasurer’s report was distributed in the meeting packet.

- a. Monthly Income Review: \$162,962.23 cash on hand. Once the November land rent payments are received, the cash on hand will increase significantly. \$29,481.67 in cash fuel sales for month of October. October income totaled \$47,981.21
- b. Monthly Expense Review: October expenses totaled \$31,223.05. Hughes Aviation LLC needs to be paid \$2,457.40 for fuel flowage. The lower fuel price did increase the volume sold.
- c. Motion to Approve Treasure's Report by White, second by Stephens. Passes unanimously.

V. Manager's Report: Jim Hughes

- a. Operations: October was a fairly normal month. A and A Aviation may have an additional number of flights to add to the 546 October flights documented by Hughes. The additional number of flights may include external instruction flights. Hughes Aviation was on duty 199.5 hours in October, Jeff Shea had 97 hours in October.
- b. Flight Operations: October 2014 was 546 flights.
- c. Fuel Sales: October 2014 sales totaled 6138.32 gallons. 100LL sales were 1788.22 gallons. Jet-A sales were 4350.1 gallons. Fuel for the trainer airplane was 402 gallons.
- d. Fuel Purchases: 10/8/2014 was 7370 gallons Jet-A, 11/6/2014 was 8559 gallons 100LL.
- e. Rental status of hangers: All hangers full in October.
- f. Hanger Rental Sign: No discussion
- g. Other: FAA is under the impression that the Airport's runway approaches may have obstructions (such as trees, one or more utility poles, a public road, possible road construction etc.), as per recent FAA aerial photographs, and that the Airport verify and respond regarding each potential obstruction. The commission noted that HWY 80 was in place before the airport was developed, so there would be a waiver in place, waiving HWY 80 as an obstruction. Groom recommended that the airport document the GPS location of each questioned obstruction, and take photographs at each location to verify the obstruction does not exist, or has been remedied. Groom noted that a professional engineer would need to sign off on the GPS location/photographs/verification. Groom advised that the Airport may have an easement issue regarding obstructing trees on adjacent property. There may be a large tree on a neighboring property noted as an obstruction. The firm Mead and Hunt does have a site survey that they had sent out to the Bureau recently. Kloster noted that the Commission could have either Mead and Hunt, or Delta Three Engineering do the site survey regarding obstructions.
 - The survey would need to be completed and sent to the FAA with three weeks (by December 1, 2014). Groom stated that she could some portion of the survey on Friday November 14th, to determine if the FAA obstruction issues are valid. Groom will work with Hughes on the project. FAA also seemed to have concern about either the height of the airport picnic shelter, or its proximity to a runway.

- Groom stated that there are two courses of action to answer the FAA: 1) DOT can look at it, and if this cannot be accomplished, then 2) Mead and Hunt would then be involved. White re-stated this in the form of a motion, second by Runde. Motion passes unanimously.
- Groom asked for an aerial photo (as a .jpeg or .pdf) that Alaine had shot, so she could use it in her report.

VI. Fuel Price. White spoke about the fuel price formula. The fuel tax, fuel-related insurance, credit card fees etc. sum to approximately \$0.324 per gallon.

- The airport documents show financial losses in 2011 and 2012 regarding fuel, because existing inventory was not factored into purchases, sales and ending inventory.
- The airport wishes to set the fuel price at \$0.55 per gallon over fuel cost, to essentially break-even (the \$0.55 per gallon “over cost” would cover fuel tax, fuel-related insurance, and credit card fees, etc.). Any sales price increases beyond this would be the manager’s discretion. If there is room in the market, the manager could elect to charge more.
- Motion by White to set the fuel sales price at \$0.55 over purchase cost. Second by Runde. Passes unanimously.

VII. 2015 Budget. Runde worked with Borgen in developing the draft 2015 budget.

- The topic of separately adding sales tax (5.5%) to hanger rent was discussed. Previously, the airport had paid the 5.5% sales tax out of the rental fees received.
- Hanger renters shall be notified of the policy change, via mail.
- The topic of LP contracting/price was discussed. A&A Aviation has their own meter, and they have turned down their own heat when fuel costs have went up.
- Runde proposed increasing the loan payment from the airport to the City, to be \$50,000 on the approx. \$128,000 loan. White suggested that the airport pay at least half (\$68,334) before Dec. 31st.
- Account 813 is the monthly payment on the 2nd hanger loan. The principle amount is coming down.
- Given the introduction of the draft 2015 budget tonight, Borgen will note any adjustments, and the Commission will vote on the budget at the December meeting.

VIII. Terminal upgrade: Kloster suggested that the Commission support a terminal upgrade every three years. A new terminal would be at least 10 years out. Pick mentioned the material cost to do an interior renovation would be \$15,000 (ceiling tile, drywall, six-panel doors w/ trim, 2 windows, vinyl flooring).

- The need for a new roof or roof repairs was mentioned. An inspection need to look above the existing drop ceiling for signs of leaks/damage. Groom advised that some structural issues in the main hanger need to be addressed, specifically the hanger door.
- Kloster noted that he would like to see the restrooms remodeled. This would need to include an ADA upgrade if federal funds are involved in the renovation. This would be new fixtures, drywall, flooring, and shower. To procure some percentage of matching federal funds, we would need to show justification that the building updates are needed.
- Groom will give the Commission input at the December meeting, regarding eligibility criteria regarding matching federal funds.
- Small projects are anything under \$25,000. A roofing project would be under \$25,000. Larger projects cannot be specifically phased such that each phase be under the small project \$25,000 threshold, to pursue funding.
- For small projects, we would need two quotes and an engineering estimate, otherwise three quotes are required.
- The Airport does have \$13,000 of entitlement money remaining, however, the current construction project is not closed out yet.
- Kloster stated that the Airport does have approximately \$20,000 left in the contingency fund at the end of this year. This funding amount could be used to give another 15 years of life to the terminal building.
- Groom noted that if we can get quotes for the roof, this would help support a project. Kloster suggested that Hughes look into getting a general estimate for a new roof, with material rated for 15 years (it was noted that DOT requires a 1-year warranty on work). Groom recommended a steel roof.
- Groom mentioned that federal funds could not be applied to a conference room in a terminal building. Federal funds could be applied to a pilots lounge room.

IX. Motion to Adjourn by Runde, Second by White. Meeting Adjourned at 7:45 PM

Approved Minutes submitted by Doug Stephens

Special meeting
Wed. Oct. 29, 2014
Library meeting room
9:00 A.M.

Attending: Page Leahy, Eileen Nickels, Marilyn Gottschalk, April Fuhr, Rosemary Anderson, Carol Ann Hood and Library Director Jesse-Lee Jones

Absent : Tim Durst and Matt Sexton.

Guests: Developer Troy Hoekstra. Foundation President Steve Kleisath, community members

Meeting called to order by Vice-President Page Leahy.

Block Developer Troy Hoekstra discussed the Library Block Development project. Many of our questions were answered and a few couldn't be at this time. Another meeting will follow at a later date.

Adjournment: Nickels/ Anderson at 10:30 A.M.

Platteville Library Board of Trustees
Tue. Nov. 4, 2014
Platteville Library meeting room

Attending: April Fuhr, Tim Durst, Marilyn Gottschalk, Rosemary Anderson, Page Leahy, Eileen Nickels, Carol Ann Hood and Library Director Jessie Lee-Jones.

Excused: Matt Sexton.

Guest: Carolyn Schuler, Richard Chamberlain and Jack Decker.

Meeting called to order by President Tim Durst at 6:00 P.M.

II. CONSIDERATION OF CONSENT AGENDA

A: Meeting duly posted.

B: Acceptance of agenda.

C: Approval of agenda:

Gottschalk/Anderson- Motion carried

III. CITIZENS' COMMENT, OBSERVATIONS, AND PETITIONS. None.

IV. BUSINESS

A. Approval of Oct. bills. Fuhr/Leahy.

B. NetSW reserve fund was discussed.

C. 2015 Calendar was presented. Will be reconsidered at December meeting.

D. Community Leadership Alliance was discussed. Leahy/Fuhr. Motion carried

E. 2015 Director's goals: Director Lee-Jones presented goals for 2015.

F. Committee appointments: President Tim Durst

G. Building project discussion.

V. Reports.

A. Municipal Financial report. No comments.

B. Directors report. Director Jessie Lee-Jones

C. City Council report: Eileen Nickels

D. Foundation report: will discuss at a later date.

ADJOURNMENT: Fuhr/Anderson

Next Library meeting: Dec. 2, 2015 6:00 P.M. Library meeting room

**CITY OF PLATTEVILLE
REDEVELOPMENT AUTHORITY (RDA)
November 24, 2014**

A regular meeting of the City of Platteville Redevelopment Authority was held at 5:00 p.m. in the meeting room at the Mound City Bank Motor Branch.

PRESENT: Barb Daus, Chuck Runde, Brian Fritz, John Zuehlke

VIA PHONE CONFERENCE: None

EXCUSED: Cindy Tang, Larry Ward, Mike Olds

ABSENT: None

OTHERS PRESENT: Joe Carroll, Randy Grimes, Rich Christenson

MINUTES: October 27, 2014

Motion by Zuehlke to approve the minutes. Second by Fritz. Motion approved.

FINANCIAL STATEMENT

The members reviewed the financial statement and loan information for November 19, 2014.

Motion by Zuehlke to accept the financial information. Second by Runde. Motion approved.

CHICAGO'S BEST LOAN AGREEMENT

The RDA had previously agreed to provide a \$50,000 loan to support this project, but the terms and other details of the loan have to be finalized and approved. Randy Grimes provided an update on the status of the project. They are still working through issues with the insurance company and the financing. He is still interested in obtaining the financial assistance from the RDA, but they don't need the money right now. They have some more issues to work through, but he wanted to make sure the financing was still available. The funds would initially be paid to Delta 3 to pay for the building design and engineering. Additional design work is needed because they will be adding more housing units on the third floor, which requires a redesign. He is working with Clare Bank on a Small Business Administration loan, which will likely be the primary financing for the project. If this financing is obtained, the RDA loan would essentially be a bridge loan to keep the design work progressing until the final financing is received. The insurance company is pushing for a December 10th deadline to have all the financing approved on the project. The insurance company would also like the construction to begin by that date, but that is unlikely. The construction project is anticipated to take 8 to 10 months. Chicago's Best LLC will likely be replaced with another entity. Judy Grimes will likely not be involved either.

As a bridge loan, he would likely not be making payments. If the RDA loan is approved, the interest would accrue, but there would be only one final payment of principle and interest. The RDA loan will be contingent upon other primary financing being completed and the project going forward. The RDA was considering making the loan with a 1% interest rate with a final payment date of December 31, 2016 or a mutually agreeable date approved by RDA and the borrower. If final payment is not made on or before that date, the loan converts to a standard loan with monthly payments and a higher interest rate.

There was consensus that there are too many unknowns to approve an agreement now, but the RDA is still interested in helping finance the project. Carroll will call Pat Clare tomorrow to discuss what they need now to keep the SBA loan application progressing.

REDEVELOPMENT PROJECTS

Library Block Project

The plans are still evolving, but the project is still a go. The existing library building will remain, but will be converted for use as the SWCAP clinic. The Church parking lot will remain and that property will not be part of the reconstruction project. A new library and hotel will be constructed with underground and surface parking. The size of the hotel will be increased to 70+ rooms. The City is looking at obtaining a grant from the WEDC to assist with the project.

Former Pioneer Ford Property

The property is still for sale. There is a need to find developer with a large development to take on this type of project. The price needs to come down before most developments would work on that site.

COMMENTS / ANNOUNCEMENTS

None

ADJOURNMENT

Motion by Zuehlke to adjourn. Second by Runde. Meeting adjourned at 6:07 p.m.

Submitted by Joe Carroll
Community Planning & Development Director

MINUTES
PLATTEVILLE HISTORIC PRESERVATION COMMISSION

November 11, 2014 at 5:45 p.m.
Council Chambers at City Hall

MEMBERS PRESENT: Ken Kilian, Garry Prohaska, Troy Maggied

ALTERNATE MEMBERS PRESENT: None

MEMBERS ABSENT: None

MEMBERS EXCUSED: Tammy Black, Arlene Siss

STAFF PRESENT: Joe Carroll, Ric Riniker

OTHERS PRESENT: None

APPROVAL OF MINUTES

October 14, 2014: Motion by Prohaska to approve the minutes. Second by Maggied. Motion approved.

HISTORIC CONFERENCE REPORT

Garry Prohaska attended a historic preservation conference in Elkhart Lake at the end of October. He provided a summary of some of the information that was discussed at the conference. Some items that were discussed:

- WAHPC is still in existence and they are holding a conference on April 25th in La Crosse. A membership application was provided.
- Preserving Wisconsin's Civic Legacy – A guide to rehabilitating and reusing local governmental properties.
- Legal Issues: There was a summary of the state statutes related to historic preservation issues and properties.
- Review of Historic Tax Credits – raised to 40% (20% State and 20% Federal).
- Promoting the Commission and historic preservation activities. Good news should be shared.

KALLEMBACH HOUSE UPDATE

Carroll informed the Commission that the former Kallembach property at 335 Division Street is designated as a contributing property in the Division Street Historic District. Because of that designation, there is a statute that requires the City to place a historic easement on the property before it is sold. The easement prevents the structure from being razed or significantly altered so that the historic integrity of the property is maintained. The easement is to the benefit of the State Historical Society. The City was provided a model easement, but the actual language has to be developed prior to the sale of the property. The condition of the structure has to be documented prior to sale and prior to renovations or alterations.

ANNOUNCEMENTS

None

ADJOURNMENT

Motion by Maggied to adjourn. Second by Prohaska. Motion approved.

Submitted by Joe Carroll

EXTRATERRITORIAL BOARD OF ZONING APPEALS MEETING

Minutes July 21, 2014

A regular Extraterritorial Board of Appeals meeting was held at 7:30 p.m., July 21, 2014, in the Council Chambers of the Municipal Building. Let the records show that the meeting was properly posted according to the Open Meeting Law.

Board member Dan Smith agreed to chair the meeting and therefore called the meeting to order at 7:30 p.m. with the following members present:

Regular members present: (City) Mary Miller, Tom Taber, Brian Chapman, (Township) Kevin Woodward, Dan Smith

Regular members absent: none

Staff present: Joe Carroll, Community Planning & Development Director; Ric J. Riniker, Building Inspector

Motion by Woodward, second by Miller, to approve the minutes of the December 16, 2013 meeting as printed. Motion carried on a voice vote.

Chairman Smith introduced the variance request. **NOTICE** is hereby given of the appeal of Terry & Barbara Temperly wherein they seek permission to construct an addition to their house located at 6720 N. Second Road, Platteville, Wisconsin. Said property is further described as Lot 1, CSM 993 being located in Section 10-T3N-R1W, Platteville Township, Grant County, Wisconsin. The proposed construction would require a rear yard variance from Chapter 25.03(A)(4) of the City of Platteville Municipal Code.

Joe Carroll gave the staff report noting the applicant owns an existing single-family home at 6720 N. Second Road, which is located just north of the City limits, and within the ET Zoning area. The applicant would like to build an addition onto the house that does not meet the required rear-yard setback. The existing house is 13' from the east lot line and has a patio that extends into this area. Mr. Carroll went on to say the addition would replace this patio. The building addition would extend the house an additional 12', so the resulting setback would be approximately 1' (on one corner). The minimum rear-yard setback for this property is 40', so the existing home is a legal non-conforming structure, and the proposed addition would make the structure even closer to the lot line. Therefore, the project requires a variance.

Mr. Carroll addressed the three standards that must be met for a variance to be approved. There is some interpretation regarding the unnecessary hardship standard, but it appears that the request meets the other two standards.

Board member Miller asked if the property would remain a rental or be owner occupied. Joe Carroll said that it would become owner occupied.

Applicant Terry Temperly said they need the addition for storage and for updating the house. He said the condition of the home would be improved. He said the well is on the south side of the house, the septic system is on the north side of the house and N. Second Road is on the west side of the house. That only leaves the east side of the house for an expansion. It was clarified that the golf course actually abuts the subject property on both the east and west sides.

Motion by Miller, second by Taber, to approve the variance request of Terry & Barbara Temperly for their property at 6720 N. Second Road. Upon roll call vote, motion carried unanimously.

The Findings of Fact form was discussed. No one spoke against the variance being granted, the applicant met 2 of the 3 standards and the addition will be the same size as the current patio.

Motion by Chapman, second by Woodward, to adjourn. Motion carried. Meeting adjourned 7:50 p.m.

Respectfully submitted,



Carol Riniker, Secretary
Extraterritorial Board of Zoning Appeals

Date Approved: 12/15/14

DEPARTMENT

PROGRESS

REPORTS

Director's Report December 2014

LIBRARY NEWS

We have seen the last of our school visits for the Fall, it was fun to see all of the excited children checking out books and asking questions about the library. Kudos to Erin, Lydia, and Valerie for coordinating with all of the teachers to make these visits possible.

The building project has continued to be a hot topic both in and outside of the library. City Manager Larry Bierke has announced that he will resign from his position effective May 1, 2015. He has assured me that the Library Block Project is still a priority to him, and it is apparent that everyone involved is still committed to making this project a reality. We have been in contact with Troy, he has been working with architects and we are all hopeful that we can pin down a site plan soon, this would allow us to move forward with the planning process.

BUILDING & GROUNDS

Dave Duggan stopped by to put up a yellow traffic stop in front of the parking lot "problem area", we hope that this will deter any further parking lot shortcuts. He also replaced a few light bulbs throughout the building.

Staff noticed that the building was particularly cold once the winter weather struck. On the 18th, the temperature in the Reference area was 62 degrees. After checking the furnaces, we determined that they were heating- it was plenty warm in the basement but the warm air was not being distributed throughout the building. We contacted the Automatic Logic technician that has worked with us in the past, our contact person happened to be in Platteville for another job, and stopped over within the hour to help us with our problem. It turns out that due to a network update, the online program we use was no longer communicating with our furnace. We hadn't noticed the problem due to the moderate temperatures of the last few months- the network update was done in early September.

TECHNOLGY

All staff computers were updated to Microsoft Office 2013, previously Office 2010 was installed. Luke has been working on the director's laptop and iPad to make sure that all necessary apps and software are fully functioning.

We owe a debt of gratitude to the Police Department for recovering one of our laptops that had been "long overdue". The laptop has been thoroughly cleaned, the missing mouse was replaced, and it is now back in circulation.

The Envisionware coin operator was down briefly, this is what the public uses to pay for their prints and copies. Luke worked quickly to replace it, and it is still covered under warranty.

PERSONNEL

This month we say "goodbye" to Jenna Kalies, our Page from UW-P. Jenna has worked here since February 2013, and has become a valued member of our team. Jenna is graduating in December with a degree in Criminal Justice and we wish her the best of luck.

We are pleased to welcome Colton “Cole” Pinnow to the Page position. Cole has worked at the Waupun Public Library, bringing 3 years of library experience to the job. Cole is a freshman at UW-P and we look forward to working with him.

SWLS Updates:

One of Krista’s goals for 2015 is to revive her training for trustees. Krista used to offer classes regularly in person, then switched to an online method that has been underutilized by trustees. She has asked that we discuss the topic and determine whether there is interest in trustee trainings, and if so, what the best method is.

A committee was formed to work with Krista on the Auto-Graphics (our online catalog) contract renewal. Members of this committee include: Jen (LA), Angela (RC), Jessie (PL) & Nancy (PR) The Platteville Public Library staff will be discussing whether or not Auto-Graphics is truly meeting our needs. Most directors and library staff agree that we need to consider exploring new options as a library system.

Legislative Update:

Library Legislative Day will be held on Tuesday, February 17, 2015 in Madison. This is an excellent time for our legislators to hear from us, if you are interested in attending, please let me know.

PROGRAMMING

Children’s Services (Erin Isabell, Lydia Sigwarth, Valerie Curley)

Block party- Nov. 1- 14
PECA Harvest program- Nov. 2- 26
Early Release movie- Nov. 12- 20
Circle K Thanksgiving program- Nov. 16- 23
Home school research visit- Nov. 18- 10
Family movie- Nov. 20- 2
Book club- Nov. 25- 9
School visits- 2 visits- 44
OE Gray Discovery Center open house- Nov. 3- Lydia & Erin
SLP workshop- SCLS- Nov. 14- Erin

Adult/Young Adult (Karina Zidon / Nancy Sagehorn)

11/3/2014 Movie: Heaven is for real – 2 adults, 6 children
11/4/2014 Book a librarian – 1 adult
11/5/2014 Internet: Beyond the Basics – 3 adults
11/6/2014 Internet: Beyond the Basics – 6 adults
11/12/2014 Microsoft Word I – 3 adults
11/13/2014 Microsoft Word I – 6 adults
11/17/2014 In Stitches – 3 adults, 1 volunteer
11/19/2014 Pre-pub book club – 10 teens
11/20/2014 Microsoft Word II – 8 adults
Cancelled:
11/10/2014 Make it Monday: ugly sweaters
11/19/2014 Microsoft Word II

Adult/Outreach Services (Deb Burkholder)

Book club: 9 members discussed "Quiet: Power of Introverts in a World that Can't Stop Talking" by Susan Cain

Senior Reading Book club: 8 members

Elderly housing facilities visited: 9

Items checked out: 194

One-on-one contact: 31 people

ILLUSTRATIVE MEETINGS

November 5 Larry Bierke, Joe Carroll, Howard Crofoot- Block Development

November 6 Wisconsin Library Association annual conference in Wisconsin Dells

November 10 Carolyn

November 11 Common Council

November 12 Department Heads

November 12 Larry Bierke, Joe Carroll, Howard Crofoot- Block Development

November 13 Jack Luedtke

November 13 Carolyn

November 13 Betsy Tollefson

November 14 Tour of McFarland Public Library

November 17 External Services

November 18 Library Foundation

November 19 Larry Bierke, Joe Carroll, Howard Crofoot- Block Development

November 24 Interview Page position

November 25 Amy Seeboth-Wilson

November 25 Eileen Nickels

November 26 Department Heads

November 26 Larry Bierke, Joe Carroll, Howard Crofoot- Block Development

December 1 Fire alarm testing

WB

CITY OF PLATTEVILLE

DEPARTMENT PROGRESS REPORT

CITY ATTORNEY

Week Ending: December 12, 2014

ACCOMPLISHMENTS

- Conferred with police officers on pending cases.
- Conferred with police command staff on pending cases.
- Conferred with several Department Heads and City Manager on various matters.
- Continued to process cases set for trial in December, 2014 and January and February, 2015.
- Continued work with staff on Eichstaedt property.
- Continued work on property acquisition; attended closed session Council meeting on December 9, 2014.
- Drafted 4 follow up collection letters; collected a total of 7 – 2013 personal property taxes/bills.
- Revised Commercial Offer to Purchase for Property Acquisition.
- Conferred with Howard Crofoot regarding Intergovernmental Agreement for taxi and shuttle bus service.
- Drafted revisions to Historic Preservation Conservation Easement form and conferred with Joe Carroll – sale to RVI, Inc., 235 Division Street.
- Reviewed 1 Closing Statement – City/Wagner transaction which closed December 11, 2014.
- Conferred with Airport Commission President regarding conflict of interest issue.
- Prepared Correction Instrument – County B property legal description.
- Attended 3 Court trials on December 4, 2014.
- Reviewed Development Agreement – RDA/Grimes.
- Continued work on trail easement acquisition.
- Conferred with staff on payments due by Wangard Partners.
- Conferred with Larry Bierke and Joe Carroll regarding closings on 5 properties to be sold to RVI, Inc. Decided to convene meeting of Selection Committee in the event the Council does not extend the deadline for closings on or before December 22, 2014.
- Conferred W/DPW regarding Airings/Volvo Backhoe Contract.

MAJOR OBJECTIVES FOR THE COMING MONTH

Attend Council meetings as needed.

PUBLIC INFORMATION ITEMS

None

THINGS THAT NEED ATTENTION (City Manager/City Council)

None

COMMITTEE REPORT

N/A

MB

City of Platteville
DEPARTMENT PROGRESS REPORT
Senior Center

Week Ending: December 13, 2014

ACCOMPLISHMENTS

- Educational/Social – Reading Club 12/3
- Social/Recreational – Senior Bingo 12/3
- UW-P Criminal Justice Majors put up Christmas trees at the center and at city hall. They also filled goodie bags for Christmas party participants. 12/3
- Social/Recreational – Christmas Party 12/5, 115 meals (82 congregate), Tom Bedtka performed in the afternoon 12/5
- American Legion Rental 12/6
- Social/Recreational – City Lights & Museum Tour 12/10
- Educational – Just Ask Judy, Topic: Frostbite and Cold Weather 12/12
- Meetings: Grant Writer 12/9, Common Council 12/9, Dept Head 12/10, Senior Citizens Association 12/12
- Regular Activities: Music w/Vera 12/3, 12/10, Exercise Classes, Bridge/Smear, Euchre, 500/Solo, Cribbage, Sheepshead, What's in the Bag?, Mystery Person

MAJOR OBJECTIVES FOR THE COMING MONTH

- Rental policy checklist
- Grant Application – Helen Bader Foundation
- Hire Aide

PUBLIC INFORMATION ITEMS

This holiday season, enjoy some Nachos Navidad at Taco Johns and support the Senior Center at the same time! A portion of the sale of each Nachos Navidad sold between Thanksgiving and Christmas will be donated to the Senior Center to support programs and services. Thank you Taco Johns!

Join us for these upcoming events at the Senior Center:

- Card Bingo 12/16 – Sponsored by Sienna Crest
- PMS 7th grade Choir caroling 12/19
- Awesome Auction! 12/22

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

The Commission on Aging (COA) was formed by resolution of the Common Council. The Commission's function is to determine the needs of Platteville senior citizens, to create community awareness of these needs, and to develop resources and services to meet these needs. This is accomplished by working with other area agencies and organizations.

There will be no December meeting. The next meeting will be held on January 16, 2015 at the Platteville Senior Center @ 9am. Approved meeting minutes are available at www.platteville.org/commissiononaging.

City of Platteville
DEPARTMENT PROGRESS REPORT
MUSEUM DEPARTMENT

12/02/14 through 12/15/14

ACCOMPLISHMENTS

Museum

Finished working on the 2014 Christmas exhibit with volunteers.

Promotion finished for the Christmas Exhibit

Installation of the new ladder in the mine escape shaft is to the point where it is usable.

Gallery

Staff has been working on refurbishing the exhibit panels

MAJOR OBJECTIVES FOR THE COMING MONTH

Museum

Staff the 2014 Christmas Exhibit

Take down the Christmas exhibit

Start building the Winter Toy Train Exhibit

Work in mine on lower mount for escape ladder

Gallery

Refurbishing of the exhibit panels and pedestals will continue. Staff will remove old carpet, paint and install new caster wheels. The new carpeted exhibit surface will be professionally installed.

PUBLIC INFORMATION ITEMS

Museum The 2014 Christmas Exhibit (Christmas in the Country) will be open through Dec. 23.

MB

City of Platteville

DEPARTMENT PROGRESS REPORT

Brian M Allen, EMS Administrator
Platteville Emergency Medical Service

Period ending: 15 December 2014

ACCOMPLISHMENTS

- Ambulance calls for December – 52 (as of 12/15)
- ALS Ambulance calls for December – 7 (as of 12/15)
- Attended Department Head Meeting
- Recycling Committee Work
- Submitted Assistance to Firefighter's Grant
- Revision to Emergency Operations Plan
- Closed session of Area Ambulance Committee Meeting
- Ambulance calls/assist

MAJOR OBJECTIVES FOR THE COMING MONTH

- Continued AEMT level success and Quality Assurance/Quality Improvement

PUBLIC INFORMATION ITEMS

- EMS calls for 2013 – 1026 (as of 12/15)
 - ALS level calls – 326 (as of 12/15)
- EMS Calls for 2014 – 1124 (as of 12/15)
 - ALS level calls – 290 (as of 12/15)

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

MB

City of Platteville
DEPARTMENT PROGRESS REPORT
Director of Administration

December 16, 2014

ACCOMPLISHMENTS

- Filed Statement of Taxes with Department of Revenue
- Filed Tax Increment Worksheet with Department of Revenue
- Filed Levy Limit Worksheet with Department of Revenue
- Started Collecting Taxes
- Water & Sewer Commission Adopted 2015 Water & Sewer Budget
- Airport Commission Adopted 2015 Airport Commission Budget
- Received \$39,487.58 from Wisconsin Disaster Fund for Tornado Damages
- Council Approved Airport Annexation
- Processed City Council Minutes and W&S Commission Minutes
- Processed Health Insurance Claims and Flex Reimbursements
- Processed Workers Compensation Claims
- Prepared Ordinance & Resolutions, and Published as Required
- Processed City and W&S Payrolls and Payments of Bills
- Cemetery Lot Sales and Burials Processed
- Attended Numerous Meetings

MAJOR OBJECTIVES FOR THE COMING MONTH

- Update Files Relating to Developer Agreement Payments to City
- Calculate January Tax Settlement Payments
- Process W-2's for City Employees
- Employee Flex Amounts for 2015
- 2015 Payroll Change Notices
- Work with Compunet on the G Drive Restructure and Clean Up
- Process Payrolls and Payments of Bills
- Continue Personal Property Taxes Collection Process

PUBLIC INFORMATIONAL ITEMS

- W&S Information on City website
- Spring Election (April 7) for District 3 Alderperson, District 4 Alderperson, and Alderperson at Large. The deadline to file nomination papers is January 6, 2015

THINGS THAT NEED ATTENTION (City Manager/City Council)

- N/A

COMMITTEE REPORT

- N/A

City of Platteville

DEPARTMENT PROGRESS REPORT

**Department of Public Works
Howard B. Crofoot, P.E.**

Period Ending: December 16, 2014

ACCOMPLISHMENTS

- Broadway Project is substantially complete. Punchlist work is complete until spring. Funds will be withheld until spring to ensure grass growth.
- Elm St Lift Station work is on hold. The initial phase is complete. Once major equipment is delivered, phase 2 will begin.
- Taxi/Bus proposals were received. There was one taxi proposal and one bus proposal. The Evaluation Committee evaluated the proposals and recommend awarding the Taxi portion of the contract to Running, Inc. and the Bus portion to Russ Stratton Buses, Inc.
- The Intergovernmental Agreement is being presented for discussion at the meeting.
- MPO Trail Engineering proposal has been received. It is a joint proposal by IIW and Delta 3 Engineering. Staff and the PCA have reviewed the proposal and recommend award to the joint IIW/Delta 3 proposal.
- Attended a conference call from DOT regarding procurements. It was official training in the “new” procurement process that we used.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Taxi/Bus proposal evaluation process and award on December 22.
- Taxi-Bus Intergovernmental Agreement
- MPO RFP for Engineering Services – complete the review of the joint IIW/Delta 3 proposal and award on December 22
- Continue EDA Project design
- Continue Fourth Street survey and design.
- Work on Storm Water Permit paperwork for DNR and submit by January 26, 2015.

PUBLIC INFORMATION ITEMS

- Public Information Meeting on December 18, 2014 at 6:00 p.m. for Fourth Street design.

THINGS THAT NEED ATTENTION (City Manager/City Council)

- Taxi Proposal to be awarded on Monday December 22, 2014.
- MPO Engineering Proposal to be awarded on Monday December 22, 2014.
- Recommend the Intergovernmental Agreement be approved on January 13, 2015.
- Recommend the Bus Proposal be awarded on January 13, 2015.

COMMITTEE REPORT

- **Community Safe Routes Committee (CRSC):** The last meeting was on November 17, 2014. The December meeting was cancelled. The next meeting will be January 19, 2015.
- **Park, Forestry & Recreation Committee (PFR):** The last meeting was on October 20, 2014. The November and December meetings were cancelled. The next meeting will be January 19, 2015.
- **Water & Sewer Commission:** See minutes.

Project Update

12/16/2014

Broadway: Phase 2 work was complete as of October 24. This is the final date for liquidated damages. There were 56 days of liquidated damages totaling \$56,000. Substantial completion was on October 28. This is 10 days before the contract completion date of November 7 - or a 10 day early completion payment of \$10,000. We will withhold an amount until spring to ensure the landscaping grows.

Industry Park Expansion: This is a 2014 project to use TIF 4 funding as match for grants to do some infrastructure work in the new 39 acre Industry Park Expansion area formerly owned by Rosemeyer. TIF 4 funding will close in November 2014. We purchased the land for the storm water pond expansion and submitted a grant request to EDA. The grant was approved as explained by Ed White. The Council has approved a contract with Delta 3 Engineering - subject to EDA approval. EDA finally provided the City with the contract award and we held the kick off meeting on November 7. Final project design in the winter and construction will be in the spring.

Elm Street Lift Station & Force Main: This is a Water & Sewer project to replace the lift station at the corner of Elm Street and West Golf Drive. It will also replace about 200 feet of force main (pressure pipe) until it is out of the street. The initial phase of work is complete. Once the major pumps and emergency generator arrive, work will resume during the winter.

Moving Platteville Outdoors (MPO) Paving & Lighting: The Common Council approved the total pledge of \$200,000 (\$50,000 from a previous pledge) and the City sponsored a grant request to the DNR. The project would pave and install lighting on the PCA trail from the Chestnut Street bridge out to the end of the Platteville - Belmont Trail behind Menards. The DNR recently awarded a matching grant of over \$642,000 and has submitted a grant to the Federal Government on our behalf for an additional \$45,000. The PCA and others are continuing to raise funds for the local share. This project will take place in 2015. There is one joint engineering proposal from IIW and Delta 3. Staff and the PCA have evaluated the proposal and are recommending award to the joint venture of IIW and Delta 3 Engineering on December 22, 2014.

Platteville - Belmont Trail: This would finish the non-motorized trail between Platteville & Belmont. Lafayette County is the agent for this. It is proceeding. This year is dedicated to final design, environmental reviews and land purchases/swaps. No lighting. It appears that the supplemental grant request was not approved by the DOT. Our legislators worked to allow the original funding to be used to complete the project. The project is still in design. Construction is now scheduled for **2016**. The Platteville terminus will be the MPO trail behind Menards.

2015 Projects

Fourth Street: Letters went to adjoining properties informing them of the survey work being done now by Delta 3 on the project between Camp and Main Streets. We will hold a Public Information Meeting on **Thursday December 18, 2014 at 6:00 p.m.** to go over the preliminary design with owners and the school. This street is longer than this year's Broadway project. We will adjust construction to do the Camp to Madison section when school is out. Some features include narrowing the street along the Middle School. This area will allow a sidewalk to be completed on the east side from Camp to Madison Street. Due to the narrow right of way south of Madison, we will be proposing **complete** closure of a block at a time during construction. Traffic detour information during construction will be key.

City of Platteville

DEPARTMENT PROGRESS REPORT
Community Planning & Development



Week Ending: December 19, 2014

ACCOMPLISHMENTS

- Continued to work on finalizing the sale of the former Kallembach properties.
- Worked on a historic easement and documentation for the 335 Division Street property.
- Finished work on the annexation and rezoning of the Platteville Airport.
- Continued working with the developer on options for the Library Block project.
- Working with the RDA on potential assistance for the Chicago's Best reconstruction.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Develop a list of dumpsters in the City that would be impacted by the proposed dumpster enclosure ordinance.
- Complete the sale of the former Kallembach properties.
- Complete work on the property sale and development agreements and property transaction documents.

PUBLIC INFORMATION ITEMS

- None

THINGS THAT NEED ATTENTION (City Manager/City Council)

- None

OTHER INFORMATION

- None

BUILDING PERMITS - 2014

#	NAME	ADDRESS	CLASS	VALUE	REVIEW	BUILDING	SEAL	PLB	ELECT	HVAC	SIGN	RAZING	OCCY	EROSION/ IMPACT/MOVE	DATE	WORK_DONE
260	TOM SIGWARTH	110 E BUS HWY 151	437	\$167,500.00		\$588.00									11/03/14	FREEZER ADDN & REMODEL
261	RUNDE AUTO GROUP	885 E BUS HWY 151	004	\$58,000.00				\$580.00							11/04/14	SPRINKLER FOR ADDITION
262	BRIAN SHERMAN	435 W DEWEY ST	434	\$6,700.00		\$50.00									11/04/14	DRIVEWAY
263	RUNDE AUTO GROUP	885 E BUS HWY 151	006	\$15,000.00							\$200.00				11/05/14	SIGNAGE
264	MINING MUSEUM	405 E MAIN ST	437	\$2,500.00		\$0.00									11/10/14	PARTIAL REROOF
265	IRISH PROPERTIES	375 IRENE ST	005	\$0.00								\$50.00			11/10/14	RAZE HOUSE
266	JOHN DUGGAN	310 W GRIDLEY AVE	001	\$1,200.00					\$25.00						11/12/14	NEW SERVICE
267	RIGAFELLERS ENT LLC	235 N THIRD ST	434	\$3,200.00		\$25.00		\$25.00		\$25.00					11/17/14	REMODEL
268	RIGAFELLERS ENT LLC	260 S CHESTNUT ST	434	\$15,500.00		\$50.00		\$25.00		\$50.00					11/17/14	REMODEL
269	MAUDE WEHNKE	380 E MADISON ST	001	\$600.00					\$25.00						11/18/14	REPLACE SERVICE
270	JOAN ZEITLER	700 SICKLE ST	434	\$17,000.00		\$50.00		\$25.00	\$25.00						11/18/14	REMODEL
271	JUDY BARNES	210 CENTER ST	434	\$4,000.00		\$25.00									11/20/14	REMODEL KITCHEN
272	CARSON CULVER	745 N WATER ST	001	\$850.00					\$25.00						11/20/14	SERVICE UPGRADE
273	COUNTRY INN & SUITES	630 S WATER ST	006	\$14,900.00							\$200.00				11/24/14	SIGNAGE
274	VERIZON WIRELESS	340 W FURNACE ST	001	\$20,000.00					\$200.00						11/24/14	UPDATE EQUIPMENT
275	KIM/CYNTHIA SKEMP	250 HERMAN ST	434	\$3,500.00		\$25.00									11/25/14	REPLACE 8 WINDOWS
276	CHRIS RICHARD	60 S COURT ST	437	\$18,500.00		\$28.00		\$40.00	\$40.00	\$40.00					11/25/14	REMODEL BSMT/AWNINGS
277	KEN KILIAN	745/755/765 S COURT ST	437	\$15,061.00		\$56.00									11/25/14	SIDING/ROOFING/AWNINGS
	NOVEMBER TOTALS (CITY)			\$364,011.00	\$0.00	\$897.00	\$0.00	\$695.00	\$340.00	\$115.00	\$400.00	\$50.00	\$0.00	\$0.00		
	NOVEMBER TOTALS (E-T)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	NOVEMBER TOTALS (CITY & E-T)			\$364,011.00	\$0.00	\$897.00	\$0.00	\$695.00	\$340.00	\$115.00	\$400.00	\$50.00	\$0.00	\$0.00		
2014	YEAR-TO-DATE TOTALS (CITY & E-T)			\$12,249,405.35	\$410.00	\$31,789.42	\$210.00	\$9,409.57	\$18,013.57	\$14,978.57	\$2,075.00	\$250.00	\$825.00	\$3,875.00		

BUILDING INSPECTION DEPT.

CITATIONS ISSUED

CITATION #	LAST NAME	FIRST NAME	M	VIOLATION ADDRESS	VIOLATION	CITATION SENT	FINE	CURRENT STATUS 12/15/14
1580DCL4GR	KIES	JOHN	D	CORNER REDDY/S CHESTNUT	ACCESSORY STRUCTURE	10/23/2014	\$263.50	GUILTY - NO CONTEST
1580DCL4GS	SILVERWOOD INVESTMENTS			215 VIRGIN AVE	DUMPSTER LOCATION	10/23/2014	\$200.50	GUILTY - NO CONTEST
1580DCL4GT	MOEN	JADE	M	535 N FOURTH ST	USING SINGLE FAMILY AS DUPLEX	10/23/2014	\$200.50	GUILTY - NO CONTEST

**City of Platteville
STAFF REPORT AND FISCAL NOTE**

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Update
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Title: Resolution 14-33 Adopting the 2015 Fee Schedule

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Attached is a resolution establishing the 2015 Fee Schedule for the City of Platteville. The Fee Schedule lists the description of the fee, the dollar amount charged, and references the authority (ordinance, policy, resolution, etc.) to charge the fee. The intent of the Fee Schedule is to have fees for the City listed in one document. The Fee Schedule is posted on the website for the public to access.

The Council reviews the Fee Schedule annually or as needed for the purpose of updating or adjusting fees. Any changes from the 2014 Fee Schedule are highlighted in the "Proposed 2015" column on the attached departmental spreadsheets.

The Fire Department and Recreation Department portions of the Fee Schedule have been updated since the last meeting.

Recommendation:

Propose to have the Council adopt the attached resolution adopting the City of Platteville 2015 Fee Schedule as presented.

Impact Of Adopting Proposal:

Updates the listing of fees charged by the City of Platteville and allows the adjusting of fees by resolution.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u> <input checked="" type="checkbox"/> No fiscal effect <input type="checkbox"/> Creates new expenditure account <input type="checkbox"/> Creates new revenue account <input type="checkbox"/> Increases expenditures <input type="checkbox"/> Increases revenues <input type="checkbox"/> Increases/decreases fund balance - _____ Fund</p>	<p><u>Budget Effect:</u> <input type="checkbox"/> Expenditure authorized in budget <input type="checkbox"/> No change to budget required <input type="checkbox"/> Expenditure not authorized in budget <input type="checkbox"/> Budget amendment required</p> <p><u>Vote Required:</u> <input checked="" type="checkbox"/> Majority <input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

No long range fiscal effect

Expenditure/Revenue Changes: N/A

Budget Amendment No.				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By

Prepared By: Jan Martin, City Clerk	Date: December 11, 2014
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RESOLUTION 14-33

CITY OF PLATTEVILLE 2015 FEE SCHEDULE

WHEREAS, the City of Platteville charges certain fees for certain services to ensure that residents and customers whom do not use such services are not charged for their provision; and

WHEREAS, updating the fees for certain services on an annual basis helps to ensure that the City recovers corresponding costs associated with the expenses of providing certain services; and

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Platteville has hereby reviewed, amended, and approved the attached 2015 Fee Schedule.

PASSED BY THE COMMON COUNCIL on the 22nd day of December, 2014.

Eileen Nickels, Council President

ATTEST:

Jan Martin, City Clerk

CITY OF PLATTEVILLE
Platteville, Wisconsin

2015 FEE SCHEDULE

Adopted _____

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
ADMINISTRATION DEPARTMENT					
Adult Entertainment Licenses					
Application Fee		\$500.00		Chapter 32	
Adult bookstore/adult video store	Annual	\$2,000.00		32.02(3)(d)	
Adult theater	Annual	minimum of \$2,000		32.02(7)(e)	
<i>having adult booth</i>	Annual	\$40.00 each		"	
<i>having a hall or auditorium</i>	Annual	\$5.00 each		"	
<i>vehicles</i>	Annual	space		"	
Adult motel	Annual	\$2,000.00		"	
Adult dancing establishment	Annual	\$2,000.00		"	
applicable to each					
Other adult establishments meeting the definition of adult entertainment	Annual	\$2,000.00			
Establishment Name Change		\$25.00		32.02(9)	
Alcohol Licenses					
Class "A" Beer	Annual	\$150.00		Chapter 36 36.06	WI Statutes 125
Class "B" Beer	Annual	\$100.00			maximum fee provided by State Statutes
Class "C" Wine	Annual	\$100.00			"
Retail "Class A" Liquor (off premises)	Annual	\$500.00			"
Retail "Class B" Liquor (on premises)	Annual	\$500.00			"
Retail "Class B" Liquor Reserve	Initial Application Fee/Annual	\$10,000 initial app fee and annual fee			minimum fee provided by State Statutes for initial application
Pro-Ration of Fees				36.06	
Temporary (Picnic) "Class B" or Class "B"	Per Event	\$10.00			per statute
Provisional Retail	60 Days	\$15.00		36.13(2)	per statute
Change of Agent	Each	\$10.00			per statute
Renewal Liquor License Publication Fee	Each	\$15.00			
New Liquor License Publication Fee	Each	\$25.00			
Operator's Licenses (Bartenders)	1 year	\$20.00		36.07	
Operator's Licenses (Bartenders)	2 year	\$30.00		36.07	
Provision Operator's License (add'l 60 days)		\$5.00	\$10.00	36.13(1)	as needed to Allow for Council Action
Transfer of Retail License to Another Premise (by Same Owner)	As needed	\$15.00			
Animal Licenses					
Dog License				Chapter 6	
<i>Neutered/Spayed or less than 1 year of age</i>	Annual	\$6.00		6.01(b)	
<i>Other</i>	Annual	\$12.00			
Late fee	Each	\$15.00			
Kennel	Annual	\$35.00		6.09(b)	
Business Licenses/Permits					
Banner Permit		\$125.00		Admin Policy 1.5	
Beekeeping Permit	Each	\$25.00		6.1(b)	
Bike License (One time license)	Each	\$1.00	\$5.00	31.20(b)	

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
ADMINISTRATION DEPARTMENT					
Cigarette/Tobacco	July 1-June 30	\$100.00		31.24	maximum fee provided by State Statutes
Fireworks Dealer	Annual	\$200.00		31.25(c)	1 year from date of issuance
Hotel/Motel Permit	Annual	\$100.00		3.35(f)	Expires when business ceases
Junk Dealer	July 1-June 30	\$20.00	\$50.00	31.14(4)(c)	
Mobile Home Park License	Annual	\$2.00 per space	\$5.00	22.08	Minimum \$25- \$50
Parade Permit		\$50.00		41.07	
Direct Seller	July 1-June 30	\$50.00		31.14(4)(c)	
Second Hand Dealer/Pawn Brokers		per WI Stats 134.71		31.23	
Sidewalk Café	Annual	\$25.00		4.07	fee
Taxi and/or Taxi Driver	Annual	\$10.00		31.19	Expires annually on Dec 31
Non-Sufficient Funds Check Handling Charge					
	Per Check	\$35.00			
Public Records					
Copies	Per Page	\$0.25		RES 11-17	
CD/DVD	As needed	\$5.00			
Cost to Locate Record	As needed	Actual cost if exceeds \$50			
Cost to Mail Records/Copies	As needed	Actual Cost			
Prepayment of Fees	As needed	Prepayment may be required if more than \$5			
Property Information Search Fee	As needed		\$25.00		
Plots, Maps, and/or Digital Orthophotos					
8.5 x 11 (black & white)	Per Page	\$1.00		RES 11-17	
8.5 x 11 (color)	Per Page	\$2.00			
8.5 x 14 (black & white)	Per Page	\$1.25			
8.5 x 14 (color)	Per Page	\$2.50			
11 x 17 (black & white)	Per Page	\$2.00			
11 x 17 (color)	Per Page	\$3.00			
Plotter 26 x 36 (black & white)	Per Page	\$3.00			
Plotter 26 x 36 (color)	Per Page	\$5.00			
Special Projects Billed on Time and Material	Per Project	1 hour labor minimum \$35/hr plus materials			

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Building Inspection					
One & Two Family Residential				Chapter 23	
New Principal Buildings & Additions					
Building Permit	Per Application per sq. ft.	\$0.12		23.02	minimum \$25
Building Permit Re-issuance After Revocation	Per Application	\$100.00		23.17	
Plumbing Permit	per sq. ft.	\$0.12		23.03	minimum \$25
HVAC Permit	per sq. ft.	\$0.12		23.05	minimum \$25
Electrical Permit	per sq. ft.	\$0.12		23.04	minimum \$25
Plan Review	Per Application	\$50		23.09	
New Home Permit Seal	Per Application	\$30			
New Accessory Buildings (garages, sheds, storage buildings, etc.)					
	per sq. ft.	\$0.12		23.02	minimum \$25
Accessory Structures & Site Improvements (driveways, decks, fences, retaining walls, etc.)					
	Per Application			23.02	
Projects \$5,000 and less		\$25			
Projects over \$5,000 and under \$10,000		\$50			
Projects over \$10,000		\$100			
Interior & Exterior Building Remodeling					
	Per Application			23.02	
Projects \$5,000 and less		\$25			
Projects over \$5,000 and under \$10,000		\$50			
Projects over \$10,000		\$100			
Commercial & Multi-Family Projects					
	Per Application			Chapter 23	
Building Permits		\$3.50 per \$1,000 of value		23.02	minimum \$25
Electrical Permits		\$10 per \$1,000 of value		23.04	minimum \$25
Plumbing Permits		\$10 per \$1,000 of value		23.03	minimum \$25
Heating/Ventilating/Air Conditioning Permits		\$10 per \$1000 of value		23.05	minimum \$25
General & Miscellaneous Fees					
				Chapter 23	
Signs					
Projects \$5,000 and less		\$50		23.07	
Projects over \$5,000 and under \$10,000		\$100			
Projects over \$10,000		\$200			
Moving of Buildings/Structures					
Buildings <= 24 ft.		\$100		23.11	
Buildings > 24 ft.		\$250			

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Building Inspection					
Demolition/Razing Permit				23.06	
Principal Structures		\$50			
Accessory Structures		\$25			
Permit to Start Construction/Early Start Permit		\$75		23.09	
Erosion Control Permit		\$50		23.02	
Occupancy Permit		\$25	\$50.00	23.08	
Park Impact Fee	Per Housing Unit	\$380		28.12	

General Notes:

1. A Wisconsin Uniform Building Permit Seal is required for all new single family and two family dwellings
2. All electrical work shall be done by a State of Wisconsin certified master or journeyman electrician. [Exception, a homeowner who owns and occupies his/her own dwelling may do their own work.]
3. Construction cost includes labor and materials
4. The Building Inspector may estimate construction costs utilizing information provided by permit applicants.
5. All permit fees are rounded to the nearest dollar.
6. Areas included for fee calculation purposes shall include all floor levels, basement, attached garages, porches and all spaces enclosed and under roof. The Building Inspection Department will make the final determination regarding the square footage of all buildings.
7. The construction referred to in this section shall comply with all building, zoning and applicable codes regardless of building permit requirements.

Construction Exempt from Building Permit Requirements

1. Repairs necessary for building maintenance and upkeep which do not exceed a cost of \$500

RENTAL LICENSE FEE IF UNIT PASSES AFTER 1 INSPECTION

Chapter 33

Class A & A1 Units (3 year license)

Resulting Fee per Unit Type

Housing Type	License Fee	Eff.	1BR	2BR	3BR	4BR
One Unit/Rooming House	\$75 /unit + \$5 /sleeping room*	\$75	\$80	\$85	\$90	\$95
Unit in a 2 unit Building	\$70 /unit + \$5 /sleeping room	\$70	\$75	\$80	\$85	\$90
Unit in a 3 to 4 unit Building	\$65 /unit + \$5 /sleeping room	\$65	\$70	\$75	\$80	\$85
Unit in a 5+ unit Building	\$60 /unit + \$5 /sleeping room	\$60	\$65	\$70	\$75	\$80

Class B Unit (1 year license)

Housing Type	License Fee	Eff.	1BR	2BR	3BR	4BR
One Unit/Rooming House	\$55 /unit + \$5 /sleeping room*	\$55	\$60	\$65	\$70	\$75
Unit in a 2 unit Building	\$50 /unit + \$5 /sleeping room	\$50	\$55	\$60	\$65	\$70
Unit in a 3 to 4 unit Building	\$45 /unit + \$5 /sleeping room	\$45	\$50	\$55	\$60	\$65
Unit in a 5+ unit Building	\$40 /unit + \$5 /sleeping room	\$40	\$45	\$50	\$55	\$60

Department and Item Description		Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Building Inspection						
<u>RENTAL LICENSE FEE IF UNIT PASSES AFTER 2 INSPECTIONS</u>						
Class A & A1 Units (3 year license)		Resulting Fee per Unit Type				
<u>Housing Type</u>	<u>License Fee</u>	<u>Eff.</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>
One Unit/Rooming House	\$95 /unit + \$5 /sleeping room*	\$95	\$100	\$105	\$110	\$115
Unit in a 2 unit Building	\$90 /unit + \$5 /sleeping room	\$90	\$95	\$100	\$105	\$110
Unit in a 3 to 4 unit Building	\$85 /unit + \$5 /sleeping room	\$85	\$90	\$95	\$100	\$105
Unit in a 5+ unit Building	\$80 /unit + \$5 /sleeping room	\$80	\$85	\$90	\$95	\$100
Class B Unit (1 year license)						
<u>Housing Type</u>	<u>License Fee</u>	<u>Eff.</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>
One Unit/Rooming House	\$75 /unit + \$5 /sleeping room*	\$75	\$80	\$85	\$90	\$95
Unit in a 2 unit Building	\$70 /unit + \$5 /sleeping room	\$70	\$75	\$80	\$85	\$90
Unit in a 3 to 4 unit Building	\$65 /unit + \$5 /sleeping room	\$65	\$70	\$75	\$80	\$85
Unit in a 5+ unit Building	\$60 /unit + \$5 /sleeping room	\$60	\$65	\$70	\$75	\$80
*Rooming houses with more than 4 bedrooms would be charged \$5 per additional bedroom.						
<u>ADDITIONAL FEES**</u>						
Re-inspection Fee (if more than 2 inspections required)		\$45 per unit.				
Late Fee		\$25				
Failure to Allow Inspection	First Offense	\$25				
	Second Offense	\$50				
License Transfer Fee		\$5				

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
EMS/Ambulance					
Patient Care Reports					
Processing Fee	Each	\$20.00		RES 11-17	Resolution 11-17 adopts Fees established and set in WI State Statute 146.83(3f)(b) and
Certification Fee	Each	\$8.00			
CD/DVD	Each		\$15.00		fees adjust as statute changes.
Page for Pt Record	Per Page	\$1.00			
Photographs	Per Page	\$1.00	\$2.00		
Postage/Shipping	Each	Actual Cost			
Expedited Service	Each	10% of fees			
Ambulance Service Rates					
BLS Resident (Emergency & Non-Emergency)	Each	\$650.00		RES 12-30	
BLS Non-Resident (Emergency & Non-Emergency)	Each	\$850.00			
ALS 1 Resident (Emergency & Non-Emergency)	Each	\$750.00			
ALS 1 Non-Resident (Emergency & Non-Emergency)	Each	\$950.00			
ALS 2 Resident (Emergency & Non-Emergency)	Each	\$800.00			
ALS 2 Non-Resident (Emergency & Non-Emergency)	Each	\$1,000.00			
Speciality Care Transport Resident	Each	\$1,000.00			
Speciality Care Transport Non-Resident	Each	\$1,200.00			
Treated/No Transport Resident	Each	\$250.00			
Treated/No Transport Non-Resident	Each	\$350.00			
Mileage	Loaded Mile	\$15.50			
Intercept	Each	\$250.00			
Extra Attendant	Each	\$125.00			
Oxygen	Each	\$50.00			
Cardia Monitor	Each	\$75.00			
Glucagon	Each	\$225.00			
Epinephrine	Each	\$150.00			
Standby Charge	Each Half Hour	\$200.00			
Contracted Event Standby Charge	Event	\$200.00 **			Plus wages of EMS Staff for Event

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Fire Department					
Permit for Burning a Building by Platteville Fire Department	Upon Application			Section 24.02	
Principal Building		\$100			
Small Building (one-story and 20'x20' or less)		\$50			
Fire Inspections				Section 24.05	
Initial inspection (up to one hour) thereafter billed \$35/hr in one quarter hour increments		\$35			All buildings owned by a governmental unit shall be exempt from the initial and first re-inspection fees.
First re-inspection		no charge			
Second re-inspection	per inspection	\$150			
Third re-inspection	per inspection	\$200			
Fourth and subsequent re-inspection	per inspection	\$325			
Administrative Fee	per parcel	\$15		Section 24.05(d)	Any fees unpaid as of Nov 1 of each year shall be placed on the tax roll for collection as a special charge, along with an admin fee.
					vvt State Statute Section
Township Fire Calls		\$500.00	\$750.00		101.14

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Library					
OVERDUE FINES					
	Adult Materials	per day per item	\$0.10		Fees set by Library Board with majority vote.
	Juvenile Materials	per day per item	\$0.10		
	Overdue fines/fees	account	\$0.50	\$0.10	
	Art Prints	per day per item	\$1.00		
	Playaways	per day per item	\$0.50		
	Circulating Laptops	per day	\$10.00		
LIBRARY CARDS					
	Resident of Grant, Iowa, Crawford, Lafayette or Richland County		No Charge		
	Out of State Resident		\$25.00		
COPIES					
	Black & White	each	\$0.15		
MISCELLANEOUS ITEMS					
	Earbuds	each	\$1.00		
	Lost Items	per item	Cost to replace + \$5.00 processing fee		
	Replacement Library Card		\$1.00		

Department and Item Description	Duration / Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Parks, Recreation & Cemetery					
CEMETERY GRAVE LOT				45.05	
Purchase of Burial Rights: (includes perpetual care and maintenance)					
One Grave Site (4.5' x 10')		\$650.00	\$700.00		
One Cremain Site (30" x 30")		\$500.00			Greenwood- new section only
Burial Cost (Weekdays/Weekends/Holidays)					
Grave Opening		\$650.00	\$700.00		
Additional Fee for all Grave Openings between November 1 and March 31			\$100.00		
Grave Opening (infants)		\$350.00	\$400.00		
Cremations		\$450.00	\$500.00		
<hr/>					
PRICE OF EXCAVATION			Work directly with funeral home		
<hr/>					
CITY FACILITY RENTAL FEES					
				3.20	
Auditorium			Business Hours=BH / Non-Business Hours=NB		
Public Non-Profit Use	per Day	\$30/BH; \$60/NB			
Public Profit Use	per Day	\$36/BH; \$72/NB			
Private Non-Profit Use	per Day	\$60/BH; \$120/NB			
Private Profit Use	per Day	\$78/BH; \$156/NB			
Damage Deposit	per event	\$60			In addition to Rental Rates
Common Council Chambers					
Public Non-Profit Use	per Day	\$12/BH; \$24/NB			
Public Profit Use	per Day	\$18/BH;\$36/NB			
Private Non-Profit Use	per Day	\$30/BH; \$60/NB			
Private Profit Use	per Day	\$48/BH; \$96/NB			
Damage Deposit	per event	\$30			In addition to Rental Rates
Senior Center					
Public Non-Profit Use	per Day	\$12/BH; \$24/NB			
Public Profit Use	per Day	\$18/BH;\$36/NB			
Private Non-Profit Use	per Day	\$30/BH; \$60/NB			
Private Profit Use	per Day	\$48/BH; \$96/NB			
Damage Deposit	per event	\$30			In addition to Rental Rates
<hr/>					
CANCELLATION POLICY					
	More than 2 weeks notice		Return all but 10% of deposit		

Department and Item Description	Duration / Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Parks, Recreation & Cemetery					
Less than 2 weeks notice		10% of all fees will be withheld	25%		
PARK SHELTER RESERVATION FEES					
LARGE SHELTERS					
Legion Park Art Hall & Large Shelter (150-200 people)	per day	\$75.00			
SMALL SHELTERS					
Legion Park Small Shelter (4-6 tables/30-35 people)	per day	\$50.00			
Smith Park Wood Shelter (7 tables/40 people)					
Smith Park Stone Shelter (10 tables/60 people)					
Harrison Park Shelter (4-5 tables/30 people)					
Mound View Park Shelter (8-10 tables/50-60 people)					
Valley View Shelter (5-6 tables/30-40 people)					
City Park Gazebo (3-4 tables/20-35 people)					
Highland Park Shelter (6 tables/30 people)					
PARTY PERMIT (to allow alcohol)	per event	\$50.00			Refundable after event
CAMPGROUND FEES (MOUNDVIEW CAMPGROUND)					
RV/Pop-Up Camper	per day	\$14.00/site	\$15/site		
Tent	per day	\$10.00/site	\$15/site		Three or more persons in party, \$4/person/day
Water and/or Electricity	per day		\$5.00		
Water	per day	\$2.00			
Electricity	per day	\$2.00			
DIAMOND/FIELD/COURT FEES					
BALL DIAMONDS - Lights					
General Use	per hour	\$60.00			
Non-Profit Group	per hour	\$60.00			
BALL DIAMONDS - Prepped & Lined					
General Use	per game	\$20.00			
Non-Profit Group	per game	\$20.00			
BALL DIAMONDS - Practice					
General Use	per day	\$40.00			
Non-Profit Group	per day	\$20.00			
SOCCER FIELDS					
					First Come-First Served, Unless Reserved for City Recreation Program

Department and Item Description	Duration / Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Parks, Recreation & Cemetery					
SAND VOLLEYBALL (Legion & Harrison Park)		First Come-First Served, Unless Reserved for City Recreation Program			
BASKETBALL COURTS (Smith Park)		First Come-First Served, Unless Reserved for City Recreation Program			
TENNIS COURTS (Westview Park)			First Come-First Served, Unless Reserved for City Recreation Program		Tennis has first priority over other raquet sports
HORSESHOE PITS (Legion Park)		First Come-First Served, Unless Reserved for City Recreation Program			
PLATTEVILLE FAMILY AQUATIC CENTER					
POOL RENTAL					
Weekday (Monday-Thursday)	per hour	\$120.00			
Weekend (Friday-Sunday)	per hour	\$160.00			
Damage Deposit	per rental	\$50.00			Refundable after rental
POOL PASSES					
		Resident (R); Non- Resident (NR)			
<i>On or Before May 30, 2013</i>					
Youth Individual (5 & Under)	per person	\$27/R; \$41/NR			
Youth Individual (6-18)	per person	\$50/R; \$75/NR			
Adult Individual (19-59)	per person	\$55/R; \$83/NR			
Senior Individual (60+)	per person	\$50/R; \$75/NR			
Family (2 Adults & up to 4 children residing as a family in the same home.	per family	\$112/R; \$168/NR			
Additional Children for Family Pass	per person	\$10			
<i>After May 30, 2013</i>					
Youth Individual (5 & Under)	per person	\$30/R; \$51/NR			
Youth Individual (6-18)	per person	\$60/R; \$85/NR			
Adult Individual (19-59)	per person	\$65/R; \$93/NR			
Senior Individual (60+)	per person	\$60/R; \$85/NR			

Department and Item Description	Duration / Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Parks, Recreation & Cemetery					
Family (2 Adults & up to 4 children residing as a family in the same home.	per family	\$118/R; \$178/NR			
Additional Children for Family Pass	per person	\$15			
DAILY POOL FEES					
Youth (5 & Under)	per person	\$1			
Youth (6-18)	per person	\$3			
Adult 19-59)	per person	\$4			
Senior (60+)	per person	\$3			
Night Swim	per person	\$2			6:15pm-8:15pm Monday-Friday
SWIM PROGRAMS/LESSONS					
Swimming Lessons	per person/ session	\$30/R; \$43/NR			
Adaptive Swim Lessons	per person/ session	\$30/R; \$43/NR			
Adult Swim Lessons	session	\$30/R; \$43/NR			
Water Aerobics	per person	\$35/10-Class Punch Card or \$4 Drop-In			
Swim Team	per person	\$70			
BIRTHDAY PARTIES					
		\$50			During Open Swim; Use of Shade Structure; 15 Admissions; Carry-Ins Permitted
RECREATION PROGRAMS					
YOUTH PROGRAMS					
Coed Open Gym Volleyball (Spring)		\$20 or \$2 drop in fee/R; \$35 or \$3 drop in fee/NR	\$15/R; \$30/NR		
Start Smart Soccer		\$15/R; \$30/NR			
Start Smart Baseball		\$15/R; \$30/NR			
Backyard Buddies		\$25/R; \$45/NR			
Youth Day Camps		\$30/R; \$60/NR			
Youth Soccer (Summer)			\$25/R; \$45/NR		
U7		\$20/R; \$40/NR			
U9		\$25/R; \$50/NR			
U11		\$30/R; \$60/NR			
U14		\$35/R; \$70/NR			
Pre-Kindergarten Soccer		\$15/R; \$30/NR			
Pee-Wee Tennis		\$20/R; \$40/NR			

Department and Item Description	Duration / Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Parks, Recreation & Cemetery					
Summer Youth Tennis (Summer) Lessons		\$25/R; \$50/NR	\$25/R; \$45/NR		
Coed T-Ball (Summer)		\$20/R; \$40/NR	\$25/R; \$45/NR		
Junior Golf		\$20/R; \$40/NR			
Friday Fun Days		\$15/R; \$30/NR			
Intro to Sports		\$15/R; \$30/NR			
Fall Youth Tennis (Fall)		\$20/R; \$40/NR	\$15/R; \$30/NR		
Soccer (Fall)			\$15/R; \$30/NR		
4&5 Year Olds		\$15/R; \$30/NR			
1st-4th Grade		\$20/R; \$40/NR			
Youth Dance		\$25/R; \$45/NR			
NFL Flag Football		\$35/R; \$55/NR			
Start Smart Football		\$15/R; \$30/NR			
Saturday Preschool Workshops		\$15/R; \$30/NR			
Professional Day Fun		\$15/R; \$30/NR			
ADULT PROGRAMS					
Men's Slow Pitch Softball	per team	\$350			
Coed Slow Pitch Softball	per team	\$175			
Coed Sand Volleyball	per team	\$150			
Women's Sand Volleyball	per team	\$150			
Women's Volleyball	per team	\$150	\$175.00		
Men's Basketball	per team	\$125			
Open Gym	per person	\$30 (\$3 drop-in)/R or \$45 (\$5 drop-in)/NR			
Coed Open Volleyball	per person	\$20 or \$3 drop in fee/R; \$35 or \$5 drop in fee/NR			
Men's Open Basketball	per person	\$20 or \$3 drop in fee/R; \$35 or \$5 drop in fee/NR			

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Planning & Development					
Impact Fees					
				Chapter 28	
Parkland Impact Fee	Per Dwelling Unit	\$380.00		28.12	Fee Basis - 2007 Parks & Playground Needs Assessment
Subdivision Land Dedication					
				Chapter 21	
Fee In-lieu-of Land Dedication	Upon Application	\$500 for each		21.10	
Zoning and Development Requests					
				Chapter 22	
Certified Survey Map	Upon Application	\$150.00		21.20	
Preliminary Plat	Upon Application	\$250.00		21.20	
Final Plat	Upon Application	\$150.00		21.20	
Street/Alley Discontinuance	Upon Application	\$200.00			
Board of Appeals Variance/Appeal	Upon Application	\$150.00		22.14	
Conditional Use Permits	Upon Application	\$150.00		22.13	
Planned Unit Development	Upon Application	\$200.00		22.07	
Rezoning Request	Upon Application	\$200.00		22.16	

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Police					
Accident Reports				RES 11-17	
Accident Report - Reportable MV 4000	Each	\$0.00			
Accident Report - Non-Reportable	Per Page	\$0.25			
Copy of DVD	Each	\$15.00			Cost Recovery Basis
Dispatch Audio Recordings	Each	\$15.00			Cost Recovery Basis
Duplicating Costs	Per Page	\$0.25		RES 11-17	
Fingerprinting				Chapter 3	
Resident	Per Card	\$24.00		3.38	
Non-Resident	Per Card	\$24.00		3.38	
Parking				Chapter 39	
Impounded Vehicle Storage	Per Day	\$10		39.12	
Abandoned Vehicle Administrative Fee	Per Vehicle	\$30		39.14	
Photographs					
CD	Each	\$15.00			Cost Recovery Basis
Postage			Actual Cost	3.39	

Department and Item Description	Duration/Unit	2014 Fees	Proposed 2015	Ordinance Reference	Notes
Public Works					
Driveway or Access Permit					
Curb Cut	Per Application	\$40.00			\$40 min or \$40/hour
Erosion Control and Stormwater Management Permits					
N/A - See Building Permits					
Right-of-Way - Excavation					
Open Cut Pavement	per open cut	*See Notes			No Fee - just reimburse City actual costs to repair
Street Excavation Permit					
Permit Fee		\$30.00		4.11	Plus time and materials
Bond		*See Notes			\$5,000 bond
Snow & Ice Removal					
					Fee as of 11/1/12
					The fee is in addition to contractor charge approved by Council. Any amount not paid within 30 days shall bear interest at the rate of one percent per month until fully paid.
Snow Removal	Per Parcel Admin Fee	\$20.00	See Notes	4.09	
					The fee is in addition to contractor charge approved by Council. Any amount not paid within 30 days shall bear interest at the rate of one percent per month until fully paid.
Ice & Packed Snow Removal	Per Parcel Admin Fee	\$20.00	See Notes	4.09	
Recycling Bins					
		\$6.00			

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Update
-----------------------------------	--

WB

Title: Contract 6-14 Taxi Service

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

On December 1, 2014, Staff received one proposal for Shared Ride Taxi service from Running, Inc. out of Viroqua, WI. Our current Shared Ride Taxi provider, Top Hat, Inc. declined to submit a proposal. Running, Inc. was one of the proposers in 2010 and was barely beaten out by Top Hat, Inc. for the 2010 – 2014 contract term. **Enclosed is a copy of the Request for Proposals. The proposal from Running, Inc. is available in the Engineering office.**

The Evaluation Committee was comprised of 3 individuals – one UW-Platteville student, one UW-Platteville staff member and one City of Platteville citizen who does not work for the University and is concerned about transportation of seniors. The Committee met on December 5 and recommended award of the Taxi contract to Running, Inc.

The contract calls for a fixed price through December 31, 2016 (2 years). The 2014 contract price is \$24.99 per hour. The 2015 budget was assumed to be \$26.00 per hour x 11,500 hours = \$299,000. The contract price of the taxi is \$26.88 per hour in 2015 and 2016. The total cost will be \$26.88 per hour x 11,500 hours = \$309,120, or a difference of \$10,120. Of this amount, the local share is expected to increase by about \$4,250. This amount will be covered by the reduction in the bus contract price. See enclosed spreadsheets for details.

The Shared Ride Taxi Contract will begin on January 1, 2015 and, if extended, could go through December 31, 2019.

Recommendation:

Staff recommends award of Contract 6-14 – Taxi Service in accordance with the recommendations of the Evaluation Committee to Running, Inc at the contract price of \$26.88 per hour starting January 1, 2015.

Impact Of Adopting Proposal:

Award of this contract will allow the Shared Ride Taxi service to serve the community – including extended Sunday hours beginning January 1, 2015.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect (in 2015 budget)
 - Creates new expenditure account
 - Creates new revenue account
 - Increases expenditures
 - Increases revenues
 - Increases/decreases fund balance - _____
- Fund _____

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

It will allow expanded service by increasing Federal and State grants while keeping local tax subsidies at or below 2014 levels.

Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required _____				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: Public Works	
Prepared By: Howard B. Crofoot, P.E.	Date: December 15, 2014

INFORMATION TO OFFERORS COVER SHEET

SOLICITATION NUMBER: 6-14

THE ENCLOSED SOLICITATION COVERS THE PERIOD: January 1, 2015 THRU
December 31, 2019

ISSUING ENTITY: City of Platteville
75 N. Bonson St.
P.O. Box 780
Platteville, WI 53818

CONTACT INFORMATION FOR PROCUREMENT ADMINISTRATOR:
Howard B. Crofoot, P.E.
75 N. Bonson St.
P.O. Box 780
Platteville, WI 53818

SHARED-RIDE TAXI SERVICE TO BE PURCHASED:

POINT OF CONTACT FOR INFORMATION (Name & Tel. No.):
Howard B. Crofoot, P.E.
608-348-9741 x 2240

ADDRESS: 75 N. Bonson St.
P.O. Box 780
Platteville, WI 53818

REQUEST FOR PROPOSALS
TO PROVIDE SHARED-RIDE TAXI SERVICES
IN THE City of Platteville

Issued by

The City of Platteville

Issue Date

October 31, 2014

**Proposals must be submitted
no later than 10:00 AM
December 1, 2014**

LATE PROPOSALS WILL BE REJECTED

This is a Request for Proposals (RFP) procurement. There will be no public opening.

Submitting the proposal:

Identify the outside of the proposal as “RFP Shared Ride Taxi”, “RFP Fixed Route Bus” or “RFP Combined Taxi-Bus” Include the pricing proposal(s) in a separate sealed envelope identified as “Pricing Proposal.” Include the pricing proposal **only** with the proposal marked as “Original / Procurement Administrator’s Copy.”

Offerors must submit, in a sealed package, **One Original** (identified as such) **AND 3 copies** of all materials required for acceptance of their proposal **on or before 10:00 AM, December 1, 2014** to the following address:

City of Platteville
ATTN: Howard B. Crofoot, P.E.
75 N. Bonson St.
P.O. Box 780
Platteville, WI 53818

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Appendix A - Pricing Proposal

Appendix B - Standard Terms and Conditions (Request For Bids / Proposals), DOA 3054

Appendix C - Supplemental Terms and Conditions - Procurements for Services, DOA 3681

Appendix D - Federal Clauses and Certifications

PART I - GENERAL INFORMATION

- A. General Description. Qualified contractors are being sought to provide shared-ride taxi services in the specified service area and under the conditions set forth herein. The service requested will be a door-to-door, demand-responsive, advanced reservation, shared-ride taxi service that is made available to the general public.
1. Scheduled service is normally seven days a week with specific daily hours identified in this solicitation. The service is available to disabled individuals with the contractor responsible for assisting such passengers into and out of the accessible vehicle.
 2. Some vehicles and radio equipment may be available through a lease arrangement. Other required services include telephone communications with users, dispatching, driving, maintenance, and record keeping.
- B. Federal Participation. This procurement is subsidized with state and federal transit operating funds. Applicable Federal clauses are set forth in Appendix D of the solicitation.
- C. Contractor Selection. The Municipality reserves the right to award a contract to an Offeror without clarifications, discussions, or negotiations following an evaluation of which Offeror is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Offerors should always submit their best technical and price proposal from the onset.
1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program..
 2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc), fleet size and description, and record-keeping ability.
 3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
 4. *Price* - The competitiveness of the Offeror's prices.
- D. Contract Term. One contract will be awarded which will cover the period **January 1, 2015** through **December 31, 2016**. The contract will contain three 1-year options. Offerors must price options at the time of proposal submission in order to be considered for award. The pricing proposal submitted by the successful Offeror will be incorporated in the resultant contract as the contract's Pricing Schedule.

- E. Completeness and Validity of Offers. Offerors must complete and submit all required forms with their proposals. This includes the “Affidavit of Non-Collusion” which Offerors must submit with their pricing proposal. Offerors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after proposals are submitted.
- F. Correspondence Related to the Solicitation. Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date. Any changes in the solicitation (including specification) will be made by amendment issued to all Offerors.
- G. Minimum Qualifications.

IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.

1. (Taxi) Possess a fleet of at least **3** vehicles of model year **2010** or newer, and capable of carrying at least **3** passengers and any baggage, including at least **3** vehicles with no more than **100,000** miles. **These may be owned by the offeror or by the City.**
2. Maintain and operate an automated dispatch and control system at a centralized office location, staffed **during operational hours**, with a dedicated radio communications system between the dispatch office and vehicle operators.
3. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.
4. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.
5. Municipality specifics (if already not addressed in the RFP)

City of Platteville will provide radios for the centralized office location identified in 2. Above and for the 3 provided vehicles.

The City is also soliciting for a fixed route bus service. This service will commence on or about May 16, 2015 and run concurrently with the shared ride taxi service. This service may be combined with the shared ride taxi or they may be different vendors. Offerors who submit an offer for the fixed route bus system will be required to possess a fleet of at least **3** vehicles of model year **2010** or newer, and capable of carrying at least **15** passengers and any baggage, including at least **2** vehicles with no more than **70,000** miles. There are **NO** vehicles or radios provided by the City for the fixed route bus vehicles. It is the intent of the City to

not purchase vehicles for the fixed route system for the initial 2 year term and the first of the 3 Option years. It is at the discretion of the City whether to provide vehicles and communication equipment after that time. All buses must have bicycle racks. Offeror must absorb within the bid price budget for painting of signage and/or logo on the outside of each bus. The interior of each bus must have signage to designate routes, preferably a digital display.

PART II - PRE-PROPOSAL CONFERENCE

- A. Depending upon the complexity of the procurement or the number of anticipated potential Offerors on the pending procurement, WisDOT may approve the hosting of a pre-proposal conference. WisDOT has approved the hosting of a pre-proposal conference and the conference is tentatively scheduled to be held at **9:00 a.m. on November 14, 2014** at:

**City of Platteville
Common Council Chambers
75 N. Bonson St.
Platteville, WI 53818**

- B. While attendance at any scheduled pre-proposal conference is not mandatory, Offerors are encouraged to attend. Any questions raised and answers provided at the conference or arising after the conference will be addressed in a solicitation amendment issued to all potential Offerors.

PART III - PROPOSAL SCHEDULE

- A. **City of Platteville** intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.
- B. At the time of issuance, the procurement schedule shall be as follows:

October 31, 2014	Issue Request for Proposals (RFP)
9:00 A.M. November 14, 2014	Pre-proposal conference
November 17, 2014	Due date for submitting questions
November 21, 2014	Issue written response to questions
10:00 A.M. December 1, 2014	Due date for submitting proposals
December 1, 2014	Proposal evaluation starts
December 5, 2014	Oral presentations, as needed (1 hour each)
December 8, 2014	Call for Best and Final Offers (if needed)
December 10, 2014	Due date for submitting Best and Final Offers

December 12, 2014
December 22, 2014
January 1, 2015

Final evaluation of offers – Notice of Intent to Award
 Issue Contract
 Start-up and first day of service

PART IV - GENERAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation but to provide uniformity in evaluating responses to this RFP.

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Offerors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.
- C. Proposals submitted via fax will not be accepted. Reliance upon public carriers for delivery of proposals is at the Offeror's risk. ***Late proposals will not be accepted.***
- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.
- E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package.** The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract.
- F. An Offeror may submit proposals for either the Shared Ride Taxi, the fixed route bus service or both. The same criteria will be used to grade the proposals. The City of Platteville reserves the right to award the services separately or as a combined service. Please label the outside of the proposal as indicated on Page 2. If there are 2 Offerors chosen, the City of Platteville will be responsible for coordination of services.

PART V - SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS

- A. Proposal Format. Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part V of this RFP:

1. Each proposal will be typewritten, using a 12-point font (which is the size used in this RFP) on a standard 8 1/2" x 11" page format, not to exceed 50 pages single sided, including exhibits, in a three-ring binder, and accompanied by a cover letter on the Offeror's letterhead. Offerors must organize their proposals so that they address each of the elements stated below in this Part VI, Paragraph B, in the same order as listed in therein.
 2. In addition, one (1) electronic copy of the Offeror's proposal must be submitted on CD or flashdrive media in a readily accepted format such as Word or Adobe Acrobat. Page 2 requires 1 original and 3 copies
- B. **Proposal Content.** Proposals shall include the information listed below in the same order as listed below. With the exception of minimum qualifications, each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part VI of this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal. Any additional information shall be included in the 50 page limit for the proposal.
1. ***Cover Letter.*** The Cover Letter must specifically state that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.
 2. ***Information Pertinent to the Offeror and Offeror's Proposal.*** The proposal must include the following information:
 - a. **Offeror Identification.** Provide the Offeror's name, business address, telephone number, facsimile number, e-mail address.
 - b. **Offeror's Legal Status.** Identify the Offeror's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).
 - c. **Chief Executive or Administrator of the Organization.** Provide the name and contact information for this individual.
 - d. **Offeror's Authorized Representative.** Provide the name and contact information for the individual authorized to represent the Offeror in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Offeror.
 - e. **Offeror's Business Function.** Describe the major business function(s) or activities of the organization.
 - f. **Minimum Qualifications.** The minimum qualifications cited in Part I, Paragraph G, will be used to determine eligibility to continue to the evaluation phase of this

procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

- g. Service Background. Provide information for transportation services which the Offeror currently provides under other contracts or service agreements. Use the following format:

h. <u>Service History/</u>	Avg. No. of Vehicles Operating Per Month	Primary Area Being Served:	Length of Current Operation: From / To
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

- i. References.
Provide the names of any agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

<u>Agency</u>	<u>Contact Person</u>	<u>Phone Number</u>
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____
(5) _____	_____	_____

- j. Key Personnel. Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsise their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation. Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval. **The City of Platteville also wishes to know how much turn over there is among key personnel. For each key employee, identify how long that person has been working in that position. If the person has been working in that position for less than 1 year, please identify how long the previous person was in the position.**
- k. Volunteer Staff. Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years. Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.
- l. Paid Staff. Specifically discuss or describe:
- i. How many full-time employees are currently on staff;
 - ii. How many part-time employees are currently on staff; and
 - iii. The minimum hiring criteria for drivers and how compliance is checked.
- m. Drug and Alcohol Testing.
- i. The successful Offeror shall comply with the following Federal substance abuse regulations:
 - A. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.* Also, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
 - B. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.
 - ii. The successful Offeror shall participate in the drug and alcohol testing consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655. Additionally, the successful Offeror shall provide documentation necessary to establish its

compliance with Part 655, 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 and review the testing process.

- iii. Does the Offeror currently have a Drug and Alcohol testing program that complies with FTA requirements? Yes _____ No _____
If the answer to the above is "Yes," describe the existing drug and alcohol control program for Safety Sensitive personnel and provide current policies regarding drug and alcohol testing. Discuss how the program currently meets or will meet the requirements of the Federal Transit Administration's Drug and Alcohol Testing Regulations (attach additional sheets and/or documentation if necessary).

n. Training. The proposal must:

- i. Describe the driver training program to be used to insure that the driver duties and responsibilities under any resultant contract remain in compliance with contract all requirements.
- ii. Describe corporate policies on the personnel use of communications equipment.
- iii. Describe dispatcher training which will be provided to ensure contract compliance.
- iv. Attach a copy of the corporate/contract training plan if one is available.

o. Financial Capability.

- i. *Financial Statement*. In order to determine the Offeror's financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than 1 year from proposal due date.
- ii. Liens and Judgments. List and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning

ii. Describe your present dispatching and vehicle control procedures by completing the following questions:

(a) Number of Dispatchers during peak periods: _____

(b) Hours of Call-Taking Operations (M-F): _____

(c) Number of Telephone Lines: _____

(d) Number of one-way trips, exclusive of school trips, scheduled on an average weekday _____

q. Fleet Description. List all vehicles presently owned or operated by the Offeror which will be made available for the proposed contract services and specify if any will be replaced in each contract year. The total number must match the number in the table at Part V, Paragraph B.2.g. of this RFP. Use the following format for all listed vehicles:

Make/Model/Year: _____ / _____ / _____

Vehicle Mileage: _____ **Communications Equipped (Y/N):** _____

Meets ADA Requirements (Y/N): _____ **Lift/Ramp Equipped (L/R):** _____

Wheelchair Positions per Vehicle: _____ **Ambulatory Seating Capacity:** _____

Vehicle Condition (Excellent, Good, Fair, or Poor): _____

Other Special Features: _____

r. Fleet Maintenance Program. Attach a copy of the Offeror's current vehicle maintenance plan. If no plan exists, describe in complete and sufficient detail the Offeror's preventive and corrective maintenance programs. Note which activities are performed directly by the Offeror and which activities are subcontracted to other entities. If the Offeror anticipates using a different maintenance program for the services being solicited here, describe that program in complete and sufficient detail.

s. Insurance Coverage. Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions:

(a) What are the current vehicle liability insurance program limits?

\$ _____ Per Person
\$ _____ Per Occurrence
\$ _____ Property Damage

(b) Is the Offeror self-insured for any part of this coverage? ____ Yes ____ No

If yes, describe the limits of self-insurance:

(c) Provide the name of all insurance companies which currently provide the Offeror with vehicle liability insurance.

<u>Name of Company</u>	<u>Type (Primary, Excess, or Umbrella)</u>
(1) _____	_____
(2) _____	_____
(3) _____	_____

service that meets the Contract's scheduled service standards seven days a week.

b. Operations and Reporting.

- i. Describe the Offeror's plans to collect and account for revenue, and provide secure procedures for handling cash and credit card transactions.
- ii. Describe the Offeror's means of communication between the vehicle drivers and the dispatchers to monitor operations. Elaborate on any Global Positioning System (or equivalent) that monitors the location of the Offeror's fleet.
- iii. Describe the Offeror's plan for maintaining safe loading and unloading operations curbside.
- iv. Describe the Offeror's procedures for reporting activity to the Municipality, including summaries of all trips, ridership, and revenue by day and on a cumulative monthly basis.
- v. Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.

PART VI - EVALUATION AND AWARD PROCESS

- A. Evaluation Committee. The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee. Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.
- B. Preliminary Evaluation. Proposals will be initially reviewed to determine if minimum and mandatory requirements have been met. Failure to meet these requirements shall result in the proposal being rejected. In the event that all Offerors do not meet one or more of the minimum or mandatory requirements, the evaluation committee reserves the right to continue the evaluation of the proposals, which most closely meet the minimum and mandatory requirements of this RFP.
- C. Right to Reject Proposals. The evaluation committee reserves the right to reject any and all proposals.
- D. Scoring of Technical Proposals. Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular

Offeror. The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror. Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence, Capacity, and Experience*). The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price proposals will remain sealed at this point.

- E. Additional Factors for Proposal Consideration (prior to evaluating price). Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results. If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT. The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate interview requests from the evaluation committee may result in rejection of that Offeror's proposal.
- F. Final Evaluation. Based on the information obtained through any confirmation or verification inquiries, reference checks or interview process, the evaluation committee will review their evaluations and unilaterally make adjustments to their respective scores. The evaluation committee's scoring will be tabulated by the evaluation committee administrator and proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and score the pricing proposal portions of the offers and tabulate final scores. Prior to the procurement administrator's issuance of a "Notice of Intent to Award," all evaluations and score tabulation results remain strictly confidential between evaluation committee members and evaluation committee procurement administrator.
- G. Evaluation Summary. Proposals will be evaluated and scored using the methodology described below. Technical factors are: *Professional Competence, Capacity, and Experience*. *Price* is rated solely by the evaluation committee Chair.

EVALUATION FACTORS (CRITERIA) - A total score of 100 points is possible.

Professional Competence (Maximum 20 points) - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/ firing/ retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.

Capacity (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to

perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc) – **to include turnover**, fleet size and description, and record-keeping ability.

Experience (Maximum 25 points) - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

Price (Maximum 30 Points) - The competitiveness of the offered prices.

RATINGS FOR EACH TECHNICAL EVALUATION FACTOR - Each evaluator will rate each evaluation factor for each Offeror. This is done by first determining the rating which the evaluator will assign for the factor being rated. Second, by multiplying the numerical percentage value assigned to that value by the weight (points) assigned to that evaluation factor to arrive at the individual factor's computed numerical value. The sum total of all such computed values (sum value of all factors) will equal 70 points or less (price is scored separately at a maximum value of 30 points).

RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

Acceptable – The proposal meets requirements and indicates an adequate approach and understanding of the requirements; strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. **Value is 50 percent of total point score available for the evaluation factor.**

Marginal – The proposal lacks essential information and does not demonstrate an adequate approach or understanding of the requirements. Proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. **Value is 20 percent of the total point score available for the evaluation factor.**

Unacceptable – The proposal fails to meet minimum requirements; there is little likelihood of success; needs major revision to be made acceptable. **Value is zero percent of the total point score available for the evaluation factor.**

PRICING COMPONENT – This is a firm-fixed price contract for a base period of two years with three 1-year option periods. Offerors are required to submit a firm-fixed price for the contract base period (first two contract years). For evaluation purposes, offerors must also submit fixed prices for Option Years 1, 2, and 3 (contract years 3, 4 and 5) using a CPI-U fixed at 1.7 percent (2012 CPI-U), even though prices for the option years will ultimately be adjusted by the then-current CPI-U. For example:

Base Year Hourly Service Rate (HSR)	\$24.00
HSR Option Year 1 (Contract Year 3)	\$24.41 (\$24.00 x 1.017)
HSR Option Year 2 (Contract Year 4)	\$24.82 (\$24.41 x 1.017)
HSR Option Year 3 (Contract Year 5)	\$25.24 (\$24.82 x 1.017)
Total HSR for All Contract Years	\$98.47
Average Contract HSR	\$24.62

The Procurement Administrator will evaluate pricing proposals and assign scores to each Offeror based upon the sum total of the offered Hourly Service Rate (HSR) for the base and each option years (i.e., HSR for Year 1 & 2 + HSR for Year 3 + HSR for Year 4 + HSR for Year 5 = Total HSR). Price points will be assigned as follows:

Lowest total price (including option years) – 100% of 30 points
 Second lowest price (including options years) – 80% of 30 points
 Third lowest price (including option years) – 60% of 30 points
 Fourth lowest price (including option years) – 40% of 30 points
 Fifth lowest price (including option years) – 20% of 30 points
 Sixth and lower (including option years) – 10% of 30 points

SAMPLE SCORING SCENARIO (following consensus scoring)

Offeror A

Competence Good 20 points x .80 = 16 points
Capacity Excellent 25 points x 1.0 = 25 points
Experience Good 25 points x .80 = 20 points
 Total Technical Evaluation Score Equals 61 points

Price – Points assigned for lowest total price – 30 points

Total Evaluated Score for Offeror A – **91 points** (61 + 30)
 Offeror Ranking - **First**

Offeror B

Competence Excellent 20 points x 1.0 = 20 points
Capacity Good 25 points x .80 = 20 points
Experience Good 25 points x .80 = 20 points
 Total Technical Evaluation Score Equals 60 points

Price – Points assigned for second lowest total price – 24 points

Total Evaluated Score for Offeror B – **84 points** (60 + 24)

Offeror Ranking - **Second**

- H. Contract Award. Award will be granted to an Offeror in one of three ways:
- i. Proceed with Award. The award may be granted to the highest responsive, responsible scored proposal (technical and price) in accordance with the final tabulation of all scoring elements and without clarifications, discussions, or negotiations; OR
 - ii. Schedule oral presentations. With prior WisDOT approval AND BEFORE pricing proposals are opened, Offerors will be provided with a list of questions or issues concerning their proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their proposals. Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing proposals to determine the apparent successful Offeror; OR
 - iii. Schedule negotiations. With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a “short” list of the top-ranked (usually no more than three offerors). This “short” list is determined after the Procurement Administrator has opened pricing proposals and made a clear point demarcation between offerors who have made the “short” list and those who have not. Following negotiations, offerors would be required to submit a sealed “Best and Final Offer” (BAFO) which would reflect any modifications made to their proposals as a result of the negotiations. The evaluation committee would conduct a final technical evaluation and the Procurement Administrator would evaluate any revised pricing proposals before making a determination of the apparent successful Offeror.
- I. Notification of Intent to Award. All Offerors will be notified in writing of the intent to award a contract as a result of the selection process described in this RFP. After notice of the intent to award is made, under the supervision of the Procurement Administrator, copies of proposals will be available for public inspection. Offerors should contact the Procurement Administrator to make appointments to ensure that space and time are available for their review.
- J. Appeals Process.

- i. Notices of an “intent to protest” and “protests” must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the Transit Procurement Manager, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913.
- ii. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.
- iii. Protests can be filed at any point through the solicitation process. However, a written notice of “intent to protest” must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.
- iv. The complete written “protest” must be provided to the same addressees, (as provided above for the written “intent to protest”) within (10) working days after the Notice of Intent to Award is issued.
- v. The Procurement Administrator will issue a decision on the protest within 5 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.
- vi. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

PART VII – STATEMENT OF WORK

The **City of Platteville (Platteville Transit System)**, (hereinafter referred to as Municipality or City), is soliciting proposals from firms (also may be referred to as Offeror or Contractor) to provide subsidized shared-ride taxicab service. **Separately or combined with the shared ride taxicab service, the City is also soliciting proposals from firms (also may be referred to as Offeror or Contractor) to provide subsidized fixed route bus service.**

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

- Financial capability to establish and maintain service during the contracting period.
- Interest and ability to provide service to the general public, as well as the elderly and disabled.

- Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand.
- Ability to maintain records of trips, passengers, and revenues related to the contracted service.
- Ability to secure minimum requirements for vehicle and general liability insurance.
- Willingness to comply with Federal and State requirements concerning equal employment opportunities, discrimination, disadvantaged business, and drug and alcohol testing.

2.0 Specific Service Requirements.

2.1 Contract Period. The initial contract period will be for **24 months** commencing **January 1, 2015** through **December 31, 2016**. This Contract contains three 1-year renewal options, each beginning on January 1st.

2.1.1 This Contract shall automatically be extended into its first, second, and third, 1-year option periods UNLESS the Contractor is notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).

Also see paragraph 2.22 titled Continuation of Service.

2.2 Service Area. Service shall be provided within the **City of Platteville** and within a **9** mile radius of the Municipality.

2.3 Shared-Ride. The service will be provided on a shared-ride basis. This means that vehicles may be routed to pick-up or drop-off passengers enroute to merge with other passenger's origins or destinations so as to allow a greater number of passengers to be serviced with available vehicles.

2.4 Service Standards. The Municipality has established service goals for this project as follows:

2.4.1 The passenger pick-up window should be less than **15** minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.

2.4.2 Drivers will assist in loading and unloading of elderly or disabled passengers, and **are not required to** assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

2.5 Hours of Service - Table 1

The shared-ride service is anticipated to operate under the following schedule:

Monday	6:00 AM to 8:00 PM
Tuesday	6:00 AM to 8:00 PM
Wednesday	6:00 AM to 8:00 PM
Thursday	6:00 AM to 3:00 AM
Friday	6:00 AM to 3:00 AM
Saturday	6:00 AM to 3:00 AM
Sunday	7:00 AM to 8:00 PM

2.6 Service Levels/Number of Vehicles/Drivers Required - Table 2

The following Table indicates the typical weekly service levels by showing the target number of vehicles with drivers that are required for all or part of the hourly period of operation shown.

Refer back to Hours of Service shown in *Table 1* above for exact start or stop times.

Weekly Service Levels / Number of Vehicles / Drivers Required

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM					1	2	2
1:00 AM					1	2	2
2:00 AM					1	1	1
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM	2	2	2	2	2	1	
7:00 AM	3	3	3	3	3	1	1
8:00 AM	3	3	3	3	3	1	1
9:00 AM	2	2	2	2	2	2	1
10:00 AM	2	2	2	2	2	2	1
11:00 AM	3	3	3	3	3	2	1
12:00 PM	3	3	3	3	3	2	1
1:00 PM	2	2	2	2	2	2	1
2:00 PM	2	2	2	2	2	1	1
3:00 PM	3	3	3	3	3	1	1
4:00 PM	3	3	3	3	3	1	1
5:00 PM	2	2	2	2	2	1	1
6:00 PM	1	1	1	1	1	1	1
7:00 PM	1	1	1	1	1	1	1
8:00 PM				1	1	1	
9:00 PM				1	1	1	
10:00 PM				1	2	2	
11:00 PM				1	2	2	

2.7 Weekly Estimated Total Hours.

2.7.1 The “total weekly-scheduled vehicle / driver hours” is **221** hours. The total annual hours is **11,500**. Hours are derived and based upon the data provided in *Table 1* and *Table 2* showing the anticipated needs of the service area at the time of this solicitation.

2.7.2 The total weekly schedule does not account for holidays or special events that could vary hours in these occurrences. The Contractor, with approval by the city, or the city in consultation with the Contractor may vary service hours as necessary to meet varying service needs or annual budgetary constraints. It should be anticipated that any changes should remain reasonably relative to the original estimated scope of hours originally outlined in this RFP.

2.8 **Pricing - Hourly Rate, Fare Rate Structure, and Other Charges.** The following fares shall be charged by the Contractor during the contract period:

NOTE: THIS SECTION IS COMPLETED BY THE PROCURMENT ADMINSTRATOR ONLY AFTER A CONTRACTOR SELECTION IS MADE AND WILL BE BASED UPON THE SUCCESSFUL OFFEROR’S ORIGINAL OR FINAL PRICING PROPOSAL.

BASE YEAR (CONTRACT YEARS 1 & 2)

Contractor's Hourly Service Rate: \$ _____

Fare Category:

Fare:

Adult	\$ _____
Children (3-18 years of age)	\$ _____
Student	\$ _____
Active Duty Military	\$ _____
Elderly and Disabled	\$ _____

Other Charges:

Package Delivery	\$ _____
Program Advertising/Publicity	\$ _____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor's Hourly Service Rate: \$ _____

Fare Category:

Fare:

Adult	\$ _____
Children (3-18 years of age)	\$ _____
Student	\$ _____
Active Duty Military	\$ _____
Elderly and Disabled	\$ _____

Other Charges:

Package Delivery	\$ _____
Program Advertising/Publicity	\$ _____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor's Hourly Service Rate: \$ _____

Fare Category:

Fare:

Adult	\$ _____
Children (3-18 years of age)	\$ _____
Student	\$ _____
Active Duty Military	\$ _____
Elderly and Disabled	\$ _____

Other Charges:

Package Delivery	\$ _____
Program Advertising/Publicity	\$ _____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor's Hourly Service Rate: \$ _____

Fare Category:	Fare:
Adult	\$ _____
Children (3-18 years of age)	\$ _____
Student	\$ _____
Active Duty Military	\$ _____
Elderly and Disabled	\$ _____

Other Charges:

Package Delivery	\$ _____
Program Advertising/Publicity	\$ _____

2.8.1 All fare levels are set and governed by the Municipality in all instances. In the event that the Contractor becomes aware of riders who are under other human service programs that offer or present a different fare rate structure, the Municipality shall be immediately notified.

2.8.2 The Contractor will not act upon or improvise the existing contract Fare Rate Structure unless the Municipality expresses in writing other rates to be acceptable to use.

2.8.3 The municipality shall work with the provider and/or contractor to honor all tickets for fares sold. If tickets for fares are being sold, they must be tracked. All revenues collected shall be reported on invoices coinciding within the period they were collected.

2.9 Available Vehicles.

2.9.1 The Contractor shall provide the suitable types of vehicles to perform the required services. The shared-ride taxi service requires a "minimum" of 3 vehicles to be provided for service in accordance with *Table 2*, above.

2.9.2 The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:

The Municipality has 0 vans and 3 accessible vehicle (handicap van) which may be leased to the Contractor at the rate of \$1 per vehicle per year.

- 2.9.3 Any changes during the contract period involving the minimum number of vehicles required to be provided by the Contractor, or changes to the number of vehicles a Municipality provides may be subject to a negotiated change in the hourly rate of service.

2.10 Reservation Services/Radio Communications/Radio Equipment

- 2.10.1 The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC “narrowbanding” requirements.
- 2.10.2 The Contractor must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations. The Contractor must also make available to the city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- 2.10.3 The Municipality may lease 3 mobile radios and a base station for \$1.00 per year to the Contractor to be used only for the contracted service. See section 2.11 Responsibility for maintenance of leased equipment will be addressed in a separate equipment lease agreement.
- 2.10.4 If the Municipality cannot provide the necessary communication equipment, the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation.

2.11 Maintenance of Leased Equipment

- 2.11.1 *General Requirements.* The Contractor is responsible for the proper care and preventive maintenance of all leased equipment. All Municipality-leased equipment shall be used solely for providing the contracted services.
- 2.11.1.1 Any necessary repairs to the equipment during the contract period shall be the responsibility of the Contractor. The Contractor shall keep records of all preventative and repair maintenance for leased equipment.
- 2.11.1.2 Any equipment intended to be leased from the Municipality may be inspected prior to submitting a proposal by contacting:

Howard B. Crofoot, P.E.
75 N. Bonson St. PO Box 780
Platteville, WI 53818
608-348-9741 x 2240

crofooth@platteville.org

- 2.11.2 *Maintenance of Vehicles.* The Contractor is responsible for the proper maintenance of vehicles and equipment in accordance with a WisDOT-approved maintenance plan that at a minimum meets the manufacturer's recommended maintenance schedule and accepted practices of the transportation industry. The Contractor will be responsible for notifying the Municipality of any accidents or damages for Municipality-leased vehicles.
- 2.11.3 *Communications Equipment.* Should any of the leased communications equipment become un-repairable, the Contractor shall inform the Municipality within 24 hours to insure proper procedures are followed.

2.12 Contracted Personnel - Selection and Training

- 2.12.1 Personnel providing required services must be employees of the Contractor. The Contractor shall be responsible for their hiring and training. The Municipality reserves the right to review driver qualifications and performance, and to accept or reject individuals as drivers for this service at any time.
- 2.12.2 The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.
- 2.12.3 The Municipality and the Wisconsin Department of Transportation shall have access to the Contractor's personnel records upon reasonable notice to the Contractor.
- 2.12.4 The Contractor shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Part 655. A drug and alcohol-testing program that includes up-to-date record keeping and monitoring of employees must be in place on the effective date of the contract.
- 2.12.5 Contractors shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheel chair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities), etc.

2.13 Insurance

2.13.1 The Contractor shall maintain in full force and effect at all times, during the term of the contract (including any option periods), an insurance policy or policies which name both the Contractor and Municipality as insured against all liability resulting from injury occurring to persons or property by reasons of the operations of the Contractor pursuant to the contract.

2.13.2 Types of insurance are exemplified in (a.) and (b.) to be maintained by the Contractor per the *Amount of Coverage* shown. If a different type of coverage is chosen other than outlined in (a.) or (b.), the overall coverage amounts must be equal to or greater than the aggregate value of \$1,000,000.

<u>Type of Coverage:</u>	<u>Amount of Coverage:</u>
a. <i>Automobile Liability</i>	
Bodily Injury, Per Accident (\$500,000.00 minimum)	\$ _____
Bodily Injury, Per Person (\$250,000.00 minimum)	\$ _____
Property Damage (\$250,000.00 minimum)	\$ _____
b. <i>Combined Single Limit</i> (1,000,000.00 minimum)	
	\$ _____

2.13.3 In addition to liability insurance, the Contractor shall carry physical damage insurance on the vehicles leased from the Municipality for an amount equal to the Fair Market Value of the vehicles. The Contractor shall also maintain and keep in full force and effect Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Insurance Act and insurance laws of the State of Wisconsin. The Contractor shall provide proof of insurances prior to the effective date of the contract.

2.14 Licensing. Vehicles and drivers providing the service must be licensed as appropriate to provide taxicab service in the Municipality. If package delivery is provided by the Contractor, the Contractor must obtain appropriate State of Wisconsin licensing from the Wisconsin Department of Transportation, Division of Motor Vehicles.

2.15 Collected Revenues. All revenues collected and retained by the Contractor (e.g., passenger fares and package delivery charges) shall be tracked and reported as separate itemized line items and credited to the Municipality on each invoice.

2.16 Basis of Payment

2.16.1 The Contractor shall invoice only for the actual hours of service (operation) performed during the invoiced period at the contracted hourly rate, less collected revenues received during the invoiced time period.

- 2.16.2 Invoices shall be submitted for payment to the Municipality and not more frequently than monthly.
- 2.16.3 The yearly aggregate amount which the Contractor receives under this contract shall not exceed the total annual “not to exceed” amount, unless an adjusted “not to exceed” amount is coordinated and approved by the Municipality in writing.
- 2.17 Records. The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon demand. All records shall be retained in a safe and secure place for a period of three (3) years after the end of the contract year.
- 2.17.1 *Driver's Logs*. Drivers shall maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:
- * Driver name and vehicle number;
 - * Total daily passenger counts;
 - * Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
 - * Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle;
 - * The daily mileage by vehicle should be recorded to the nearest mile; and
 - * Package delivery revenues collected.
- 2.17.2 *Dispatcher Records*. Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:
- * The name, address and telephone of the user requesting service;
 - * The passenger destination and the requested arrival time at the destination;
 - * Identification number of the vehicle responding to the taxi request;
 - * Estimated passenger pick-up time; and
 - * Package delivery requests.
- 2.17.3 *Monthly Reports*. The Contractor shall submit a monthly report to the Municipality which shall show the following information pertaining and relating to performing the required services:
- * Passenger trips;
 - * Passenger revenue;
 - * Package delivery revenue;
 - * Total miles;
 - * Gallons of gasoline purchased and
 - * Driver hours (scheduled, worked, paid).

2.17.4 *Quarterly and Annual Reports.* The Contractor shall prepare for the Municipality quarterly and annual reports required by the Wisconsin Department of Transportation. These reports include similar operating statistics as the monthly report.

2.17.5 *Drug and Alcohol Testing Program Records.* The Contractor shall maintain up-to-date information and records documenting the drug and alcohol testing program. The information on these records shall be reported annually to the Federal Transit Administration (FTA) on the forms provided by the Wisconsin Department of Transportation.

2.18 Complaints

2.18.1 The Contractor shall receive all complaints regarding the service and record them on a form satisfactory to the Municipality. Complaint records for the current year shall be available for inspection by the Municipality or the Wisconsin Department of Transportation upon demand.

2.18.2 The Contractor shall investigate and resolve each complaint within five (5) working days. When the Complaint is resolved, the Contractor shall submit a completed, written copy of the complaint form to the Municipality and to the person filing the complaint.

2.18.3 Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the Municipality.

2.19 Promotion and Publicity

2.19.1 The Contractor shall be responsible for any promotion or publicity relative to the contract service. The Contractor shall expend funds for such promotion or publicity as approved by the Municipality.

2.19.2 All promotion and publicity should be coordinated with the city to include general information regarding FTA Title VI Requirements regarding participants not to be excluded on the grounds of race, color or national origin. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice that sets forth the provisions of nondiscrimination laws.

2.20 Contract Award Document.

2.20.1 Pursuant to the intent of this solicitation, made applicable and part to the resultant contract are all parts of this RFP less PART I - GENERAL INFORMATION, PART II – PRE-PROPOSAL CONFERENCE, PART III – PROPOSAL SCHEDULE, and PART VI – EVALUATION AND

AWARD PROCESS. Specifically, the resultant contract shall include from this RFP all specified terms and conditions found in:

- PARTS IV AND V – GENERAL AND SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS
- PART VII – STATEMENT OF WORK
- APPENDIX A – PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION
- APPENDIX B - STANDARD TERMS AND CONDITIONS
- APPENDIX C - SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX D – FEDERAL CLAUSES AND CERTIFICATIONS

2.20.2 The following Federal clauses do not apply to Shared-Ride Taxi service contracts awarded for less than \$100,000:

Clean Water Requirements
Clean Air Requirements
Breaches and Disputes Resolution
Lobbying (and Lobbying Certification)

2.20.3 The Municipality will add to the above a cover page listing the parties entering into the contract agreement per this RFP along with a signature page to be signed by the authorized binding individuals from both parties.

2.21 Contract Administration

2.21.1 The Contractor shall submit contract-required data and reports, including complaint reports, within specified times frames to:

Howard B. Crofoot, P.E.
75 N. Bonson St. PO Box 780
Platteville, WI 53818 crofooth@platteville.org

2.21.2 Contractor issues related to Municipality-leased assets, including condition reports and accident reports shall be submitted in writing to:

Howard B. Crofoot, P.E.
75 N. Bonson St. PO Box 780
Platteville, WI 53818 crofooth@platteville.org

2.21.3 All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be submitted in “Original” to:

Howard B. Crofoot, P.E.
75 N. Bonson St. PO Box 780
Platteville, WI 53818 crofooth@platteville.org

Contractor may submit scan copy of invoice to above e-mail address

2.22 Continuation of Service (Option Years)

2.22.1 Contract prices for the option years will be adjusted (escalated or de-escalated) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website:

<http://www.bls.gov/cpi/news.htm>

2.22.2 At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”).

2.22.3 The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year. The CPI-U twelve-month change from August 2011 to August 2012 was an increase of 1.7 percent.

For example, for a contract awarded with service to begin in 2011 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

Base Year HSR	\$24.00
CPI-U applied for 2013 is 1.7 percent change	x <u>1.017</u> (actual)
Option Year 1 HSR (Contract Year 3) new “base” price)	\$24.41 (becomes the
Year 3 Base HSR	\$24.41
CPI-U applied for 2014 is 3.5 percent change	x <u>1.035</u> (example)
Option Year 2 HSR (Contract Year 4) “base” year)	\$25.26 (becomes new
Year 4 Base Hourly Service Rate	\$25.26
CPI-U applied for 2015 is -0.4 percent	x <u>0.996</u> (example)

Option Year 3 HSR (Contract Year 5)
 “base” year)

\$25.16 (becomes final

- 2.22.4 The Municipality reserves the right to discontinue the contract’s remaining option years and may elect to re-advertise the contract in whole or in part when changes in scheduled hours or hourly prices are not mutually acceptable between the Contractor and the Municipality. *(In order to satisfy FTA requirements, the Municipality must justify that any hourly price changes received from the Contractor are considered fair and reasonable and better than available in the market to the Wisconsin Department of Transportation for their approval and the continuation of funding). WisDOT funded shared ride taxi contracts operating in the state of Wisconsin are independent of each other and are dealt with individually on a case by case basis.*
- 2.22.5 Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract. **All final approved price changes will remain in the form of hourly rate.**
- 2.23 Assignment or Transfer. The Contractor shall not assign, transfer or encumber this Contract or rights herein granted on any portion thereof, without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- 2.24 Termination of Agreement. The Municipality shall have the unilateral right to terminate the Agreement upon ninety (90) days written notice to the Contractor.
- 2.25 End of Contract Transition. In the face of an impending contract expiration or termination and in recognizing that unforeseen circumstances may arise in the placement of a successor contract, as well as the importance of providing continued SRT services with minimal interruption in services to the community, the Contractor agrees to:
- 2.25.1 Fully cooperate in ensuring an orderly transition of SRT services during the transition to a successor contractor.
- 2.25.2 Extend the contract period on a month-to-month basis at the then current contract prices for a period not to exceed 90 days in order to allow the Municipality sufficient time to place a successor contract. Such extension shall only be authorized by the Procurement Administrator with prior approval from WisDOT and shall be evidenced by a bilateral (signed by both parties) contract modification for each 30-day extension, not to exceed a total of 90 days.
- 2.25.3 Within 90 days prior to final contract expiration or termination, provide the Municipality with a complete and accurate inventory, including asset condition report, of assets leased from the Municipality which will be

returned to the Municipality or may subsequently be leased by any successor contractor.

2.26 Municipality Special Requirements. If the Municipality has any extra requirements not mentioned previously in the RFP, it should be mentioned here.

1. The chart in Table 2 is reference only. There is no representation that the current provider operates on this schedule. The Offeror is responsible for providing shared ride taxi service with the number of vehicles and drivers in service at any one time in order to meet demand and work within the overall budget limit of 11,500 hours in the calendar year.
2. The Municipality is soliciting for a fixed route shuttle bus service. An Offeror may offer for the Shared Ride Taxi service only, the Fixed Route Bus Service only, or for both services. The Fixed Route Bus service is scheduled to begin approximately May 16, 2015 and continue through the contract terms for the Shared Ride Taxi.
3. The Municipality will require 3 shuttle buses up to 15 passenger. The Offeror must supply the vehicles and the communications equipment for the initial term of the contract. The Municipality MAY elect to purchase vehicles in the third year of the contract (First Option Year).
4. The initial proposed schedule is per the below chart:

							(May 16 - Dec 31, 2015)	
Option A (3 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	
Bus 1: North (NW + NE)	1	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	
Bus 2: Southwest	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	
Bus 3: Southeast	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	
Bus 1: Saturday	1	1 p.m. - 9 p.m. 10 p.m. - 3:15	8	1	8	15	120	
Bus 1: Night Route	2	a.m.	5.25	2	10.5	15	157.5	
Bus 1: Summer Route	1	9 a.m. - 6 p.m.	9	5	45	22	990	
							<u>4080</u>	

(Jan 1 - Dec 31, 2016)

Option A (3 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours
Bus 1: North (NW + NE)	1	7 a.m. - 7:30 p.m.	12.5	5	62.5	30	1875
Bus 2: Southwest	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	30	1875
Bus 3: Southeast	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	30	1875
Bus 1: Saturday	1	1 p.m. - 9 p.m. 10 p.m. - 3:15	8	1	8	30	240
Bus 1: Night Route	2	a.m.	5.25	2	10.5	30	315
Bus 1: Summer Route	1	9 a.m. - 6 p.m.	9	5	45	22	990
							<u>7170</u>

5.

APPENDIX A (Shared Ride Taxi Only)

OFFEROR PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION

BOTH PAGES OF THIS PRICING PROPOSAL MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE. PAGE 2 (AFFIDAVIT) MUST BE NOTARIZED.

The outside of the envelope should clearly state “Price Proposal” and the Offeror’s name. Include the price proposal only with the proposal marked “Original - Procurement Administrators Copy.”

I _____, hereby submit the following price proposal for providing the shared-ride taxi service in accordance with the terms and conditions of this Request for Proposal. This proposal includes hourly service rates for the succeeding years of the contract. I fully understand that all revenues collected by the contracted Contractor belong to the Municipality

BASE PERIOD (CONTRACT YEARS 1 & 2)

Contractor’s Hourly Service Rate (Taxi): \$ _____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor’s Hourly Service Rate (Taxi): \$ _____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor’s Hourly Service Rate (Taxi): \$ _____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor’s Hourly Service Rate (Taxi): \$ _____

AFFIDAVIT OF NON-COLLUSION

Solicitation Number _____

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: _____

Name of Firm or Entity: _____

Subscribed and sworn to me this ____ date of _____

Signed Notary Public: _____

My Commission Expires: _____

APPENDIX A (Fixed Route Bus Only)

OFFEROR PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION

BOTH PAGES OF THIS PRICING PROPOSAL MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE. PAGE 2 (AFFIDAVIT) MUST BE NOTARIZED.

The outside of the envelope should clearly state “Price Proposal” and the Offeror’s name. Include the price proposal only with the proposal marked “Original - Procurement Administrators Copy.”

I _____, hereby submit the following price proposal for providing the Fixed Route Bus service in accordance with the terms and conditions of this Request for Proposal. This proposal includes hourly service rates for the succeeding years of the contract. I fully understand that all revenues collected by the contracted Contractor belong to the Municipality

BASE PERIOD (CONTRACT YEARS 1 & 2)

Contractor’s Hourly Service Rate (Bus): \$ _____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor’s Hourly Service Rate (Bus): \$ _____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor’s Hourly Service Rate (Bus): \$ _____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor’s Hourly Service Rate (Bus): \$ _____

AFFIDAVIT OF NON-COLLUSION

Solicitation Number _____

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: _____

Name of Firm or Entity: _____

Subscribed and sworn to me this ____ date of _____

Signed Notary Public: _____

My Commission Expires: _____

APPENDIX A (Shared Ride and Fixed Route)

OFFEROR PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION

BOTH PAGES OF THIS PRICING PROPOSAL MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE. PAGE 2 (AFFIDAVIT) MUST BE NOTARIZED.

The outside of the envelope should clearly state “Price Proposal” and the Offeror’s name. Include the price proposal only with the proposal marked “Original - Procurement Administrators Copy.”

I _____, hereby submit the following price proposal for providing the shared-ride taxi and fixed route bus service in accordance with the terms and conditions of this Request for Proposal. This proposal includes hourly service rates for the succeeding years of the contract. I fully understand that all revenues collected by the contracted Contractor belong to the Municipality

BASE PERIOD (CONTRACT YEARS 1 & 2)

<i>Contractor’s Hourly Service Rate (Taxi):</i>	\$ _____
<i>Contractor’s Hourly Service Rate (Bus):</i>	\$ _____

OPTION YEAR 1 (CONTRACT YEAR 3)

<i>Contractor’s Hourly Service Rate (Taxi):</i>	\$ _____
<i>Contractor’s Hourly Service Rate (Bus):</i>	\$ _____

OPTION YEAR 2 (CONTRACT YEAR 4)

<i>Contractor’s Hourly Service Rate (Taxi):</i>	\$ _____
<i>Contractor’s Hourly Service Rate (Bus):</i>	\$ _____

OPTION YEAR 3 (CONTRACT YEAR 5)

<i>Contractor’s Hourly Service Rate (Taxi):</i>	\$ _____
<i>Contractor’s Hourly Service Rate (Bus):</i>	\$ _____

AFFIDAVIT OF NON-COLLUSION

Solicitation Number _____

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: _____

Name of Firm or Entity: _____

Subscribed and sworn to me this ____ date of _____

Signed Notary Public: _____

My Commission Expires: _____

APPENDIX B

STANDARD TERMS & CONDITIONS (DOA-3054 (R10/2005))

- 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/Officer'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., and 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 industry wide. 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 acknowledgement 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.
- 20.0 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.
- 20.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) 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 twenty-five (25) 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.
- 20.2 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.
- 20.3 Failure to comply with the conditions of this clause may result in the Contractor's becomes declared an "ineligible" Contractor, termination of the contract, or withholding of payment.
- 21.0 **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.
- 22.0 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.
- 23.0 **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.
- 24.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/Offeror, equipment purchased as a result of this request shall be warranted against defects by the bidder/Offeror 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.
- 25.0 **INSURANCE RESPONSIBILITY:** The Contractor performing services for the State of Wisconsin shall:
- 25.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 25.2 Maintain commercial liability, 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.
- 25.3 The state reserves the right to require higher or lower limits where warranted.

- 26.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to misappropriation of funds or for failure of the Contractor to comply with terms, conditions, specifications of this contract.
- 27.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 28.0 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.
- 29.0 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.
- 29.1 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.
- 29.2 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.
- 30.0 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.
- 31.0 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.
- 32.0 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).
- 33.0 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.
- 34.0 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.

- 35.0 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.
- 36.0 WORK CENTER PROGRAM: The successful bidder/Offeror 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/Offeror 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.
- 37.0 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 of negligence of the party.

APPENDIX C

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS FOR SERVICES (DOA 3681)

- 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/Offeror 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/Offeror 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/Offeror and will not knowingly be disclosed by the bidder/Offeror 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/Offeror or to any competitor; and
 - 2.3 No attempt has been made or will be made by the bidder/Offeror 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/Offeror'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/Offeror'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 nonprofit corporations are bound by ss. 180.0831, 180.1911(1), and 181.225, Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORD KEEPING 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. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 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.

Wisconsin Department of Administration - Ch. 16, 19, 51 Wis. Stats. DOA-3681 (01/2001)

APPENDIX D

Federal Required Clauses and Certifications

3. CHARTER BUS REQUIREMENTS

**49 U.S.C. 5323(d)
49 CFR Part 604**

Applicability to Contracts

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. 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.

3. 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 49 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.

6. ENERGY CONSERVATION REQUIREMENTS

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

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

Flow Down 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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. 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.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. 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 \$2,500. These requirements do not apply to micro-purchases.

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 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books,

documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<p><u>I State Grantees</u></p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>		<p>None</p> <p>None unless¹ non-competitive award</p>	<p>Those imposed on state pass thru to Contractor</p>	<p>None</p> <p>Yes, if non-competitive award or if funded thru² 5307/5309/5311</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>
<p><u>II Non State Grantees</u></p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts</p>		<p>Yes³</p> <p>Yes³</p>	<p>Those imposed on non-state Grantee pass thru to Contractor</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>

above \$100,000/Capita l Projects							

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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.

14. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. 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: 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.

20. 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 \$2,500. These requirements do not apply to micro-purchases.

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.

21. TERMINATION

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

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

Flow Down 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 effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for

supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by 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 of 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.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, 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) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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

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

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

The certification in this clause is a material representation of fact relied upon by **City of Platteville, Platteville Transit and WisDOT**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Platteville, Platteville Transit and WisDOT**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply

with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT

5 U.S.C. 552

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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.

24. CIVIL RIGHTS REQUIREMENTS

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

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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 shorten 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.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1E

Applicability to Contracts: All contracts in excess of \$100,000 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 **City of Platteville Director of Public Works**. 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 **City of Platteville City Manager**. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the **City Manager** 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.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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 the 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 the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability: The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule 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 DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **2.78 %**. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Platteville and Platteville Transit** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the **City of Platteville and Platteville Transit**. In addition, is required to return any retainage payments to those subcontractors within 10 calendar days after incremental acceptance of the subcontractor's work by the **City of Platteville and Platteville Transit** and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- e. The contractor must promptly notify **City of Platteville and Platteville Transit**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Platteville and Platteville Transit**.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

**49 U.S.C. §5331
49 CFR Parts 653 and 654**

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 \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language**Introduction**

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. 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 Parts 653 and 654. 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.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the

contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,"

which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

32. 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 \$2,500. These requirements do not apply to micro-purchases.

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.

Budget Figures Only

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

		(May 16 - Dec 31)							
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost
Admin Expenses									\$ 1,000.00
Bus 1: North (NW + NE)		1 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$ 42,187.50
Bus 2: Southwest		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$ 42,187.50
Bus 3: Southeast		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$ 42,187.50
Bus 3: Saturday		1 1 p.m. - 9 p.m.	8	1	8	15	120	\$ 45.00	\$ 5,400.00
Bus 1: Night Route		2 10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 45.00	\$ 7,087.50
Bus 1: Summer Route		1 9 a.m. - 6 p.m.	9	5	45	22	990	\$ 45.00	\$ 44,550.00
							4080		
							Total Bus Cost		\$ 183,600.00
UW-P Local Share May 16 - Dec 31									\$ 75,000.00
Max Local Share									\$ 75,000.00
							Total Bus & Taxi Cost		\$ 184,600.00
							Taxi + Bus Revenue		\$ 10,000.00
							Deficit		\$ 174,600.00
							Fed/State = 58.0%		\$ 107,068.00
							Remaining		\$ 67,532.00
							Local Share		\$ 75,000.00
							Local Share not used		\$ 7,468.00
Bus Revenue									\$ 10,000.00
									\$ 10,000.00

Bus Only - Budgeted Figures

Budget Figures Only

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

		(May 16 - Dec 31)								
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						11500	\$ 26.00	\$	299,000.00
Admin Expenses									\$	2,000.00
Bus 1: North (NW + NE)	1	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$	42,187.50
Bus 2: Southwest	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$	42,187.50
Bus 3: Southeast	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$	42,187.50
Bus 3: Saturday	1	1 p.m. - 9 p.m.	8	1	8	15	120	\$ 45.00	\$	5,400.00
Bus 1: Night Route	2	10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 45.00	\$	7,087.50
Bus 1: Summer Route	1	9 a.m. - 6 p.m.	9	5	45	22	990	\$ 45.00	\$	44,550.00
							4080			
							Total Bus Cost		\$	183,600.00
UW-P Local Share May 16 - Dec 31	\$	75,000.00					Total Bus & Taxi Cost		\$	484,600.00
City Local Share Jan 1 - Dec 31	\$	40,839.00					Taxi + Bus Revenue		\$	88,000.00
Max Local Share	\$	115,839.00					Deficit		\$	396,600.00
							Fed/State = 58.0%		\$	281,068.00
							Remaining		\$	115,532.00
							Local Share		\$	115,839.00
							Local Share not used		\$	307.00
Taxi Fare Revenue	\$	78,000.00								
Bus Revenue	\$	10,000.00								
	\$	88,000.00								

Taxi - Bus Combined - Budgeted Figures

Bid Price

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost
Taxi	N/A						11500	\$ 26.88	\$ 309,120.00
Admin Expenses									\$ 1,000.00
							(May 16 - Dec 31)		
									Total Taxi Cost \$ 310,120.00
City Local Share Jan 1 - Dec 31		\$ 40,839.00							Taxi + Bus Revenue \$ 78,000.00
Max Local Share		\$ 40,839.00							Deficit \$ 232,120.00
									Fed/State = 58.0% \$ 179,869.60
									Remaining \$ 52,250.40
									Local Share \$ 40,839.00
									Local Share deficit \$ (11,411.40)
Taxi Fare Revenue		\$ 78,000.00							
		<u>\$ 78,000.00</u>							

Taxi Only - Actual Bid Price

Bid Price

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

		(May 16 - Dec 31)							
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost
Admin Expenses									\$ 1,000.00
Bus 1: North (NW + NE)		1 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13
Bus 2: Southwest		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13
Bus 3: Southeast		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13
Bus 3: Saturday		1 1 p.m. - 9 p.m.	8	1	8	15	120	\$ 41.55	\$ 4,986.00
Bus 1: Night Route		2 10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 41.55	\$ 6,544.13
Bus 1: Summer Route		1 9 a.m. - 6 p.m.	9	5	45	22	990	\$ 41.55	\$ 41,134.50
							4080		
							Total Bus Cost		\$ 169,524.00
UW-P Local Share May 16 - Dec 31									\$ 75,000.00
Max Local Share									\$ 75,000.00
							Total Bus & Taxi Cost		\$ 170,524.00
							Taxi + Bus Revenue		\$ 10,000.00
							Deficit		\$ 160,524.00
							Fed/State = 58.0%		\$ 98,903.92
							Remaining		\$ 61,620.08
							Local Share		\$ 75,000.00
							Local Share excess		\$ 13,379.92
Bus Revenue									\$ 10,000.00
									\$ 10,000.00

Bus Only - Actual Bid Price

Bid Price

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

		(May 16 - Dec 31)								
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						11500	\$ 26.88	\$ 309,120.00	
Admin Expenses									\$ 2,000.00	
Bus 1: North (NW + NE)		1 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13	
Bus 2: Southwest		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13	
Bus 3: Southeast		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13	
Bus 3: Saturday		1 1 p.m. - 9 p.m.	8	1	8	15	120	\$ 41.55	\$ 4,986.00	
Bus 1: Night Route		2 10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 41.55	\$ 6,544.13	
Bus 1: Summer Route		1 9 a.m. - 6 p.m.	9	5	45	22	990	\$ 41.55	\$ 41,134.50	
							4080			
							Total Bus Cost		\$ 169,524.00	
UW-P Local Share May 16 - Dec 31	\$	75,000.00					Total Bus & Taxi Cost	\$	480,644.00	
City Local Share Jan 1 - Dec 31	\$	40,839.00					Taxi + Bus Revenue	\$	88,000.00	
Max Local Share	\$	115,839.00					Deficit	\$	392,644.00	
							Fed/State = 58.0%	\$	278,773.52	
							Remaining	\$	113,870.48	
							Local Share	\$	115,839.00	
							Local Share excess	\$	1,968.52	
Taxi Fare Revenue	\$	78,000.00								
Bus Revenue	\$	10,000.00								
	\$	88,000.00								

Balanced Budget Scenario

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

	2014 Hours	Sun Hours	2015 Hours
	11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	(May 16 - Dec 31)		
							Total Hours	Cost/hour	Total Cost
Taxi	N/A						10489	\$ 26.88	\$ 281,944.32
Admin Expenses									\$ 1,000.00
							Total Taxi Cost		\$ 282,944.32
City Local Share Jan 1 - Dec 31		\$			40,839.00		Taxi + Bus Revenue		\$ 78,000.00
Max Local Share		\$			40,839.00		Deficit		\$ 204,944.32
							Fed/State = 58.0%		\$ 164,107.71
							Remaining		\$ 40,836.61
							Local Share		\$ 40,839.00
							Local Share deficit		\$ 2.39
Taxi Fare Revenue		\$			78,000.00				
		\$			78,000.00				

To balance the budget, the hours would need to be **decreased** by more than 1,000 over the entire year. The Thursday, Friday & Saturday night hours are approximately 1,000 hours.

Taxi Only - Balanced Budget

Balanced Budget Scenario

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

	2014 Hours	Sun Hours	2015 Hours
	11135	364	11499

		(May 16 - Dec 31)					Total Hours	Cost/hour	Total Cost	
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr				
Admin Expenses								\$	1,000.00	
Bus 1: North (NW + NE)	1	6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 2: Southwest	2	6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Southeast	2	6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Saturday	1	9 a.m. - 9 p.m.	12	1	12	15	180	\$ 41.55	\$ 7,479.00	
Bus 1: Night Route	2	9 p.m. - 3:15 a.m.	6.25	2	12.5	15	187.5	\$ 41.55	\$ 7,790.63	
Bus 1: Summer Route	1	9 a.m. - 9 p.m.	12	5	60	22	1320	\$ 41.55	\$ 54,846.00	
							4837.5			
							Total Bus Cost	\$	200,998.13	
UW-P Local Share May 16 - Dec 31							\$	75,000.00		
Max Local Share							\$	75,000.00		
							Total Bus & Taxi Cost	\$	201,998.13	
							Taxi + Bus Revenue	\$	10,000.00	
							Deficit	\$	191,998.13	
							Fed/State = 58.0%	\$	117,158.91	
							Remaining	\$	74,839.21	
							Local Share	\$	75,000.00	
							Local Share excess	\$	160.79	
Bus Revenue							\$	10,000.00		
							\$	10,000.00		

To balance the budget, the hours could be be **increased** by more than **750** over the entire year.

Balanced Budget Scenario

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						10489	\$ 26.88	\$ 281,944.32	
Admin Expenses									\$ 2,000.00	
							(May 16 - Dec 31)			
Bus 1: North (NW + NE)	1	6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 2: Southwest	2	6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Southeast	2	6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Saturday	1	9 a.m. - 9 p.m.	12	1	12	15	180	\$ 41.55	\$ 7,479.00	
Bus 1: Night Route	2	9 p.m. - 3:15 a.m.	6.25	2	12.5	15	187.5	\$ 41.55	\$ 7,790.63	
Bus 1: Summer Route	1	9 a.m. - 9 p.m.	12	5	60	22	1320	\$ 41.55	\$ 54,846.00	
							4837.5			
							Total Bus Cost		\$ 200,998.13	
UW-P Local Share May 16 - Dec 31	\$	75,000.00					Total Bus & Taxi Cost	\$	484,942.45	
City Local Share Jan 1 - Dec 31	\$	40,839.00					Taxi + Bus Revenue	\$	88,000.00	
Max Local Share	\$	115,839.00					Deficit	\$	396,942.45	
							Fed/State = 58.0%	\$	281,266.62	
							Remaining	\$	115,675.83	
							Local Share	\$	115,839.00	
							Local Share excess	\$	163.17	
Taxi Fare Revenue	\$	78,000.00								
Bus Revenue	\$	10,000.00								
	\$	88,000.00								

To balance the budget, taxi hours would need to be **decreased** by more than **1,000** over the entire year. The Thursday, Friday & Saturday night hours are approximately 1,000 hours. Bus hours could be **increased** by over **750** over the contract period May 16 - Dec 31.

Taxi - Bus Combined - Balanced Budget

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

Original Update

MB

Title: Contract 14-14 MPO Trail Paving and Lighting Engineering Proposal

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

On November 26, 2014, Staff received one proposal for Engineering Services for design of the Moving Platteville Outdoors (MPO) paving and lighting project. It is a joint proposal by IIW and Delta 3 Engineering.

The Platteville Community Arboretum (PCA) has been the lead agency among many that is sponsoring the MPO project. The PCA established a committee, evaluated the proposal and recommends award to the joint venture of IIW and Delta 3 Engineering.

The MPO project has been tentatively awarded a grant of over \$642,000 from the DNR. This has gone to the Joint Finance Committee for review and approval. It is expected to be approved soon with formal grant award and acceptance paperwork to follow. There is an additional Federal grant of \$45,000 that has been tentatively approved. Staff believes it can be accepted with minimal additional requirements. Because municipalities are the only ones eligible for these types of grants, the grants are in the City's name and we are the sponsor. The project will be done by the City for the community members of the MPO project.

The City has pledged \$200,000 toward the project as local match against the grants. The PCA and its MPO partners are continuing to raise matching funds. Funds are to be deposited with the City in a separate account and all expenses will be drawn from that account. Any work performed by Staff to remove snow from the trail for topographic data collection as specified in the proposal will be credited against the \$200,000 pledge.

Based on the timing of the proposal and complexities of wetlands and other issues, the joint venture recommends a two phase bid process. The first phase will be bid in early summer 2015 for completion by fall 2015 for the "easy" areas. This will allow use of portions of the trail in fall 2015. The more complex areas may be bid in late summer or fall 2015 with work to be finished in spring 2016.

In accordance with promises in the 2014 budget cycle, the City pledged to provide trail maintenance for all trails – including the MPO trail. The PCA pledged to reimburse the City for half the cost of MPO trail paving maintenance up to \$2,500 annually.

Recommendation:

Staff recommends award of Contract 14-14 – MPO Trail Paving and Lighting Engineering in accordance with the recommendations of the PCA committee. Award to the joint venture of IIW and Delta 3 Engineering for a price of \$219,852.00.

Impact Of Adopting Proposal:

Award of this contract will allow IIW and Delta 3 Engineering to design the trail so that it can be bid for construction.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect (in 2015 budget)
 - Creates new expenditure account
 - Creates new revenue account
 - Increases expenditures
 - Increases revenues
 - Increases/decreases fund balance - _____
- Fund _____

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

It will allow the joint team to complete the design for the paving and lighting of the MPO Trail. It is the next step needed before putting a contract out for bids to construct the trail.


Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required _____				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: Public Works	
Prepared By: Howard B. Crofoot, P.E.	Date: December 16, 2014

**City of Platteville
STAFF REPORT AND FISCAL NOTE**

_____ Original	_____ <u>X</u> Update	
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Title:
Fire Service Agreement 12-14-2014 Version

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Fire Chief is proposing adoption of updated township Fire Service Agreement.

This updated township Fire Service Agreement has the following proposed changes:

- Fire Inspection Service Fees added in reference to Fee Schedule.
- UPDATED verbiage of Paragraph 5 and 6 for purchase and upkeep of the apparatus, equipment and fire station.
- Charge for Fire Department per call services added as reference to Fee Schedule.
- Added reference to Resolution 04-07 which explains how the per call fee for Fire Department services is dispersed.
- Change of yearly Township Fire Department charges for the percentage of Projected Fire Department Yearly Budget to be a percentage amount of the Fire Department Actual Yearly Budget Deficit Costs.
- Increase in Agreement length to five (5) years.

Recommendation:

Fire Chief recommends approval of the new township Fire Service Agreement.

Impact Of Adopting Proposal:

The impact of approving the Agreement is that the City will receive increased revenue from the townships as they will be paying their percentage of the true Fire Department Budget deficit and the City will have a signed current Agreement for providing Fire Department services to the townships.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p>___ No fiscal effect</p> <p>___ Creates new expenditure account</p> <p>___ Creates new revenue account</p> <p>___ Increases expenditures</p> <p><u>X</u> Increases revenues</p> <p>___ Increases/decreases fund balance - _____ Fund</p>	<p><u>Budget Effect:</u></p> <p>___ Expenditure authorized in budget</p> <p><u>X</u> No change to budget required</p> <p>___ Expenditure not authorized in budget</p> <p>___ Budget amendment required</p>
	<p><u>Vote Required:</u></p> <p><u>X</u> Majority</p> <p>___ Two-Thirds</p>

Narrative/assumptions About Long Range Fiscal Effect:

Should the City decide to renovate the Fire Station in the next 5 years, the Fire Service Agreement has verbiage that states the townships will pay their normal percentage towards the renovation costs.

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required _____ <u>X</u>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
Totals								

Prepared By

Department: Fire Department	
Prepared By: Chief Ryan Simmons	
Date: December 14, 2014	

RESOLUTION NO. 04-07

A RESOLUTION ESTABLISHING A SEPARATE DESIGNATED FUND FOR
EQUIPMENT PURCHASES FOR THE PLATTEVILLE FIRE DEPARTMENT.

WHEREAS, the City of Platteville has established a schedule of fees charged for Fire Department service responses to the townships in the service area; and,

WHEREAS, the Common Council of the City of Platteville has determined that any additional fees when collected should be kept in a separate designated fund to be used solely for the purpose of purchasing equipment for the Platteville Fire Department;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Platteville that any fees in excess of \$250.00 collected by the City of Platteville for Fire Department service responses shall be kept in a separate designated fund maintained by the Finance Director of the City of Platteville.

BE IT FURTHER RESOLVED that the funds in this designated fund shall only be used to purchase equipment for the Platteville Fire Department, as determined by the Platteville Common Council.

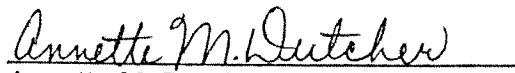
BE IT FURTHER RESOLVED that this Resolution shall be effective for any additional fees collected for Fire Department service responses on or after January 1, 2004.

Approved and adopted by the Common Council of the City of Platteville on a vote of 6 to 0 this 27th day of April, 2004.

CITY OF PLATTEVILLE,


Edward White, Council President

ATTESTED:


Annette M. Dutcher, City Clerk

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF BELMONT, a Municipality located in Lafayette County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

BELMONT TOWNSHIP (10 SECTIONS), SECTIONS 5-8, 17-19, 30-32

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for purchase of apparatus or equipment that is shared between the TOWNSHIP and the CITY shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY buildings.
7. The TOWN agrees to pay the CITY, in consideration of the above agreement:
 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

- b. A percentage amount of the actual City of Platteville Fire Department yearly budget deficit where the numerator is a percentage of the TOWN's population based on the number of sections within the Platteville Fire District and the denominator is the total population of the Platteville Fire District. The TOWN's fire district population is calculated by taking the number of sections in the Platteville Fire District divided by the total number of sections in the township and then that percentage is multiplied by the township population to establish the TOWN's population.
- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
- d. Inspection fees for fire inspection services per the current City of Platteville Fee Schedule that are not paid by the business or organization that is required to be inspected per state statute.

Exemption from fees. All buildings, structures and premises in the Platteville Fire District owned by the townships, University of WI-Platteville, Platteville School District and other units of government shall be exempt from initial and first re-inspection fees. Fees charged for second and subsequent re-inspections shall apply.

All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF BELMONT

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF ELLENBORO, a Municipality located in Grant County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

ELLENBORO TOWNSHIP (13 SECTIONS), SECTIONS 1, 12-14, 23-27, 33-36

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for purchase of apparatus or equipment that is shared between the TOWNSHIP and the CITY shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY buildings.
7. The TOWN agrees to pay the CITY, in consideration of the above agreement:
 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

- b. A percentage amount of the actual City of Platteville Fire Department yearly budget deficit where the numerator is a percentage of the TOWN's population based on the number of sections within the Platteville Fire District and the denominator is the total population of the Platteville Fire District. The TOWN's fire district population is calculated by taking the number of sections in the Platteville Fire District divided by the total number of sections in the township and then that percentage is multiplied by the township population to establish the TOWN's population.
- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
- d. Inspection fees for fire inspection services per the current City of Platteville Fee Schedule that are not paid by the business or organization that is required to be inspected per state statute.

Exemption from fees. All buildings, structures and premises in the Platteville Fire District owned by the townships, University of WI-Platteville, Platteville School District and other units of government shall be exempt from initial and first re-inspection fees. Fees charged for second and subsequent re-inspections shall apply.

All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF ELLENBORO

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF LIMA, a Municipality located in Grant County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

LIMA TOWNSHIP (36 SECTIONS), SECTIONS 1-36

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for purchase of apparatus or equipment that is shared between the TOWNSHIP and the CITY shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY buildings.
7. The TOWN agrees to pay the CITY, in consideration of the above agreement:
 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

- b. A percentage amount of the actual City of Platteville Fire Department yearly budget deficit where the numerator is a percentage of the TOWN's population based on the number of sections within the Platteville Fire District and the denominator is the total population of the Platteville Fire District. The TOWN's fire district population is calculated by taking the number of sections in the Platteville Fire District divided by the total number of sections in the township and then that percentage is multiplied by the township population to establish the TOWN's population.
- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
- d. Inspection fees for fire inspection services per the current City of Platteville Fee Schedule that are not paid by the business or organization that is required to be inspected per state statute.

Exemption from fees. All buildings, structures and premises in the Platteville Fire District owned by the townships, University of WI-Platteville, Platteville School District and other units of government shall be exempt from initial and first re-inspection fees. Fees charged for second and subsequent re-inspections shall apply.

All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF LIMA

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF SMELSER, a Municipality located in Grant County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

SMELSER TOWNSHIP (12 SECTIONS), SECTIONS 1-12

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for purchase of apparatus or equipment that is shared between the TOWNSHIP and the CITY shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY buildings.
7. The TOWN agrees to pay the CITY, in consideration of the above agreement:
 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

- b. A percentage amount of the actual City of Platteville Fire Department yearly budget deficit where the numerator is a percentage of the TOWN's population based on the number of sections within the Platteville Fire District and the denominator is the total population of the Platteville Fire District. The TOWN's fire district population is calculated by taking the number of sections in the Platteville Fire District divided by the total number of sections in the township and then that percentage is multiplied by the township population to establish the TOWN's population.
- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
- d. Inspection fees for fire inspection services per the current City of Platteville Fee Schedule that are not paid by the business or organization that is required to be inspected per state statute.

Exemption from fees. All buildings, structures and premises in the Platteville Fire District owned by the townships, University of WI-Platteville, Platteville School District and other units of government shall be exempt from initial and first re-inspection fees. Fees charged for second and subsequent re-inspections shall apply.

All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF SMELSER

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF ELK GROVE, a Municipality located in Lafayette County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

ELK GROVE TOWNSHIP (8 SECTIONS), SECTIONS 5-6, 19-20, 29-32

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for purchase of apparatus or equipment that is shared between the TOWNSHIP and the CITY shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY buildings.
7. The TOWN agrees to pay the CITY, in consideration of the above agreement:
 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

- b. A percentage amount of the actual City of Platteville Fire Department yearly budget deficit where the numerator is a percentage of the TOWN's population based on the number of sections within the Platteville Fire District and the denominator is the total population of the Platteville Fire District. The TOWN's fire district population is calculated by taking the number of sections in the Platteville Fire District divided by the total number of sections in the township and then that percentage is multiplied by the township population to establish the TOWN's population.
- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
- d. Inspection fees for fire inspection services per the current City of Platteville Fee Schedule that are not paid by the business or organization that is required to be inspected per state statute.

Exemption from fees. All buildings, structures and premises in the Platteville Fire District owned by the townships, University of WI-Platteville, Platteville School District and other units of government shall be exempt from initial and first re-inspection fees. Fees charged for second and subsequent re-inspections shall apply.

All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF ELK GROVE

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF HARRISON, a Municipality located in Grant County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

HARRISON TOWNSHIP (22 SECTIONS), SECTIONS 1-4, 9-16, 21-27, 34-36

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for purchase of apparatus or equipment that is shared between the TOWNSHIP and the CITY shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
 - b. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY buildings.
7. The TOWN agrees to pay the CITY, in consideration of the above agreement:
 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

- b. A percentage amount of the actual City of Platteville Fire Department yearly budget deficit where the numerator is a percentage of the TOWN's population based on the number of sections within the Platteville Fire District and the denominator is the total population of the Platteville Fire District. The TOWN's fire district population is calculated by taking the number of sections in the Platteville Fire District divided by the total number of sections in the township and then that percentage is multiplied by the township population to establish the TOWN's population.
- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
- d. Inspection fees for fire inspection services per the current City of Platteville Fee Schedule that are not paid by the business or organization that is required to be inspected per state statute.

Exemption from fees. All buildings, structures and premises in the Platteville Fire District owned by the townships, University of WI-Platteville, Platteville School District and other units of government shall be exempt from initial and first re-inspection fees. Fees charged for second and subsequent re-inspections shall apply.

All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF HARRISON

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

FIRE SERVICE AGREEMENT

ARTICLES OF AGREEMENT, effective this 1st day of January, 2015, by and between the CITY OF PLATTEVILLE, a Municipal Corporation located in Grant County, Wisconsin, hereinafter "CITY" and the PLATTEVILLE FIRE DEPARTMENT, INC., hereinafter "CORPORATION", Platteville, Wisconsin, a corporation organized under Chapter 213 of Wisconsin Statutes, parties of the first part, and the TOWN OF PLATTEVILLE, a Municipality located in Grant County, Wisconsin, party of the second part, hereinafter "TOWN",

WITNESSETH, that in consideration of the premises and the mutual covenants and agreements of the parties it is agreed as follows:

1. The CITY agrees to answer all fire and rescue calls and provide fire inspection services as required by Wis. Stats. Section 101.14 for the TOWN, or those parts thereof hereinafter referred to and designated herein as being in the fire district of the CITY, with its FIRE DEPARTMENT and with such firefighting equipment belonging to the TOWN or to the CITY as may be best suited and available for such calls; the portion of the TOWN situated in said fire district above referred to and included herein:

PLATTEVILLE TOWNSHIP (29 SECTIONS), SECTIONS All or Part of 1-36

2. The CORPORATION shall provide the personnel to respond to fire calls both within the city and the townships that are part of the fire district. Nothing herein shall obligate the CORPORATION to provide any specific number of fire fighters to a given call.
3. The Fire Chief of the CITY or other person acting for him shall have the authority to order the equipment and personnel which he may have at his disposal at such time to all such fire calls from the above specified TOWN or part thereof, and the CITY hereby reserves the right to send such number of firefighters and such equipment to said calls from the TOWN as may be done without endangering the CITY or the other TOWNSHIPS by the shortage of fire fighters or equipment thereby. The Fire Chief of the CITY or other person acting for him shall also have the authority to dispatch such equipment as purchased by the TOWNSHIPS as necessary in the CITY as may be done without endangering the TOWNSHIPS by the shortage of equipment thereby.
4. It is further agreed that this agreement shall give the TOWN no vested interest in keeping the CITY's fire company equipment or manpower in its present mode of organization and the CITY does hereby reserve the right to change the working set-up or organization of its company from time to time as conditions may require. It is further agreed that the Fire Chief of the CITY shall have the power to authorize any of the firefighters from his company to take charge of any of the equipment answering any calls from the TOWN, and that such person shall have complete command both at the scene of the fire and in transit. It is further agreed that said Fire Chief, or duly authorized representative, shall discharge his duties to the best of his ability under the circumstances. There shall be no claim for damages by the TOWN or by any individual therein, or any claim of breach of this contract as long as said Fire Chief, his representative or the personnel of said CORPORATION are discharging their duties to the best of their ability under the circumstances.

5. The TOWN agrees to provide for the purchase, insurance, and repair of apparatus and other equipment subject to the following provisions:
 - a. Contributions for purchase of new TOWNSHIP equipment shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations to come up with the percent the TOWNSHIP is responsible for.
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 - c. Contributions for the reimbursement of reasonable insurance premiums under the same conditions as are applied to CITY vehicles.
6. The TOWN agrees to provide for the purchase and upkeep of the fire station subject to the following provisions:
 - a. Contributions for the cost of building, remodeling and maintaining the fire station shall be a percentage of the TOWNSHIP's population covered by the Platteville Fire Department. The percentage is calculated by taking the total number of sections of the TOWNSHIP in the Platteville Fire Department fire district divided by the total number of sections in the TOWNSHIP to come up with a percent covered by service. The percent covered by service is then multiplied by the TOWNSHIP's population, which is based on the most recent census, to come up with the calculated population covered by service. The TOWNSHIP's calculated population covered by service is then divided by the total of all of the TOWNSHIPS' calculated populations plus the CITY's population to come up with the percent the TOWNSHIP is responsible for.
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 - a. A fee, per the current City of Platteville Fee Schedule, for each call for fire department services made to the TOWN by the CITY to cover response costs incurred by the CITY. A portion of such fee shall be deposited in to the separate designated fund for equipment purchases for the Platteville Fire Department per resolution 04-07.

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- c. Payment for major and unusual expenses incurred in excess of normal fire suppression costs for each call, i.e., calls which require multiple day manning, use of foam or other special suppression materials, or major environmental hazard or spill containment or mitigation.
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All buildings, structures and premises owned by the City of Platteville and the federal government shall be exempt from paying any fees for fire inspections.

- 8. All payments noted above plus annual State 2% fire insurance funds will be paid to the City of Platteville Finance Director.
- 9. This agreement shall be effective and in force from 1 January, 2015 until 31 December, 2019. Fixed costs shall be adjusted annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly authorized official on the 11th day of August, 2009.

TOWN OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

CITY OF PLATTEVILLE

BY: _____

ATTEST: _____

DATE: _____

PLATTEVILLE FIRE DEPARTMENT

BY: _____

ATTEST: _____

DATE: _____

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

Original Update

WB

Title: Taxi-Bus Intergovernmental Agreement

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Enclosed is a copy of the final draft Intergovernmental Agreement between the University of Wisconsin – Platteville and the City of Platteville.

Staff is proposing that the taxi and bus be combined into a single Platteville Transit System (System). The Director of Public Works would be the Staff representative for the System to DOT. Internally, we would create a steering committee with equal representation of University and City appointed by each governing body. The Platteville Common Council will have final local authority over decisions.

The 2015 Local Share has been identified based on budget submissions \$40,839 for the City and \$75,000 for half a year for the University. Any change to the City's portion will require a budget amendment by the Common Council. Future years are split 21.4% for the City and 78.6% for the University. This is the same percentage as if the shares were \$40,839 and \$150,000 for the City and University respectively. We understand that this is totally dependent on Federal and State funding, so there is a provision that if the governing bodies wish to provide additional funding at the above percentage to maintain service levels – or we could reduce service levels to make up budget shortfalls.

The University's local share comes from Student Fees. We recognize this such that UW-P students may ride the bus portion at no additional cost. They will still need to provide the appropriate fare for riding the taxi. All others will be charged for riding either the bus or the taxi.

The Agreement spells out that the contractors pay for all operational costs whether the vehicles are owned by the System or by contractor. We establish minimum insurance coverages as also outlined in the DOT proposal. There will be at least 3 taxi vehicles owned by the City and initially 3 buses owned by the contractor. The City will approve capital purchases for vehicles as part of the CIP process. The System will NOT purchase any buses before December 31, 2017. The intent is that if the bus contract has been successful for 3 years and all parties agree that we will continue the service, at that time it may be advantageous to propose purchase of a bus to replace older stock. Under current rules, there are federal and State grants for up to 80% of the cost of vehicles. We have used this grant for taxi vehicles as recently as 2014.

The Agreement also recognizes that there are additional costs associated with the DPW being assigned as the Staff representative of the System and requires UW-P to pay 12 hours of wages and fringes annually to compensate the City. There is also legal language regarding amendments and termination which defines that each party is responsible for payment of local share through the end of an existing contract. It protects both parties from pulling out and leaving the other with the requirement to fully fund the local share.

Amy Seeboth-Wilson has been involved in the drafting of the Agreement and is working with the University to approve the Agreement. This draft has been approved by the City Attorney.

Recommendation:

Staff recommends approval of the Intergovernmental Agreement and authorizing the City Manager to sign for the City.

Impact Of Adopting Proposal:

It defines the roles and responsibilities of both organizations and will allow the City to approve a bus service contract knowing that the University has agreed to provide the required financial support.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input checked="" type="checkbox"/> No fiscal effect (in 2015 budget)</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Increases expenditures</p> <p><input type="checkbox"/> Increases revenues</p> <p><input type="checkbox"/> Increases/decreases fund balance - _____</p> <p>Fund _____</p>	<p><u>Budget Effect:</u></p> <p><input checked="" type="checkbox"/> Expenditure authorized in budget No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget Budget amendment required</p> <p><u>Vote Required:</u></p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>
--	--

Narrative/assumptions About Long Range Fiscal Effect:

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required _____					
Account Number				Account Name		Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object						
Totals									

Prepared By:

<p>Department: Public Works</p> <p>Prepared By: Howard B. Crofoot, P.E.</p>	<p>Date: December 16, 2014</p>
---	---------------------------------------

Intergovernmental Agreement between
The City of Platteville and the University of Wisconsin – Platteville

Whereas, The City of Platteville (City) and the University of Wisconsin – Platteville (University) wish to combine the City Shared Ride Taxi and the University fixed route bus into a combined Platteville Transit System.

Whereas, the combined Platteville Transit System (System) will be eligible for Federal and State operational and capital grants and this agreement shall determine how the two entities shall share the local match required.

1. The System will be administered by the City.
2. A joint committee will be created to inform major decisions about the new system and make recommendations to the City. Major decisions include selecting and changing bus routes, operating hours, fare prices, payment systems and capital investments. The Platteville Common Council will be the local authority over major decisions.
3. This joint committee shall be made of equal membership from both the City and University. Members will be appointed by each respective organization.
4. The staff representative for the System to the Wisconsin Department of Transportation (DOT) shall be the City of Platteville's Director of Public Works.
5. The System shall begin taxi service on January 1st, 2015. Bus service will migrate from the University's responsibility to the System on May 16th, 2015.
6. The Local Share for Operational Grants in 2015 shall not exceed \$75,000 from the University and \$40,839 for the City.
7. The Local Share for each ongoing year shall be split, with the City responsible for paying 21.4% of the local share and the University responsible for 78.6% of the local share.
8. Both the City and University acknowledge that Federal and State funding may change from year to year. Should this funding be reduced, the joint committee may recommend that taxi and bus service be reduced to make up the funding shortfall.
9. The City shall bill the University monthly for 1/7 of the University match for the months of May to December 2015 and for 1/12 of the University match in 2016 and beyond.
10. The University's local share of the operational grant pays for the students of the University use of the bus system. All other riders must pay the designated fare to use the Bus portion of the System. All users pay to ride the Shared Ride Taxi portion of the System in accordance with fares established by the Platteville Common Council.
11. The System shall contract for both the taxi and bus service by a competitive bid process in compliance with all relevant state and federal laws. Any contract shall be for a maximum five (5) year period; if the System selects multiple service providers, all contracts shall have terms that expire on the same date.
12. In accordance with DOT rules, the taxi and bus service contractor(s) shall provide drivers, fuel, maintenance/repairs and maintain liability and property damage insurance coverage on all vehicles whether they are owned by the System or by the contractor, with the City and University named as additional insured on the policies, and which shall have coverage limits as established in the contract(s) or not less than \$250,000 bodily injury per person, \$500,000 bodily

injury per accident and \$250,000 property damage and \$1,000,000 combined single limit (aggregate).

13. The taxi portion of the System shall have at least three (3) taxis. These vehicles are owned by the City.
14. Initially the shuttle bus portion of the System shall have vehicles provided by the contractor. There will initially be 3 Shuttle Buses.
15. The joint committee may recommend that the System apply for capital grants to purchase taxis and/or buses, this recommendation must be approved by both the University and City before it can be submitted to the State. If capital purchases for vehicles are approved in the City Capital Improvement Plan (CIP), it is deemed approved by the City for grant submission purposes.
16. There shall be no capital purchase of busses for the System before December 31, 2017.
17. The University shall pay annual administrative costs equivalent to 12 hours of wages & fringes of the Director of Public Works as the Staff representative of the System to the DOT.
18. Changes to this agreement may be made only by mutual agreement of both parties, in writing and approved by both the Platteville Common Council and University of Wisconsin - Platteville.
19. This agreement may be terminated by either the City or University upon providing six (6) months written notice to both parties and the DOT at least six (6) months prior to the completion of any existing contract with the DOT or service providers. Any payments required from a party shall be made by such party until the expiration of the DOT or service provider contracts.

City of Platteville

University of Wisconsin - Platteville

Larry Bierke, City Manager

Dated: _____

Dated: _____

Attest:

Jan Martin, City Clerk

Dated: _____

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

Original Update

MS

Title: Contract 6-14 Bus Service

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

On December 1, 2014, Staff received one proposal for Fixed Route Bus service from Russ Stratton Buses, Inc. out of Cuba City, WI. Russ Stratton Buses, Inc. currently provides school bus service to the Platteville School District and is the Shuttle Bus service for UW-Platteville. **The Request for Proposals was the same as included in the earlier Agenda item on the taxi. The proposal from Russ Stratton Buses, Inc. is available in the Engineering office.**

The Evaluation Committee was comprised of 3 individuals – one UW-Platteville student, one UW-Platteville staff member and one City of Platteville citizen who does not work for the University and is concerned about transportation of seniors. The Committee met on December 5 and recommended award of the Bus contract to Russ Stratton Buses, Inc.

The contract calls for a fixed price through December 31, 2016 (2 years). The 2015 budget was assumed to be \$45.00 per hour x 4,080 hours = \$183,600. The actual bid price of the bus is \$41.55 per hour. The cost will be \$41.55 per hour x 4,080 hours = \$169,524, or a difference of \$14,076. Of this amount, the local share is expected to decrease by about \$5,912. See enclosed spreadsheets for details. The decrease in funding needed for the Bus operation can be used to offset the increased funding needed for the Taxi operation. There are also spreadsheets that show the “balanced budget” scenario where the taxi service is decreased by 1,000 hours to meet the increased costs and the bus service is increased by over 750 hours to absorb the extra funding.

The Fixed Route Bus Contract will begin on May 16, 2015 and, if extended, could go through December 31, 2019.

Recommendation:

Staff recommends award of Contract 6-14 –Bus Service in accordance with the recommendations of the Evaluation Committee - Bus contract to Russ Stratton Buses, Inc at the contract price of \$41.55 per hour starting on May 16, 2015.

Impact Of Adopting Proposal:

Award of these contracts would begin community wide Fixed Route Bus service on May 16, 2015.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect (in 2015 budget)
 - Creates new expenditure account
 - Creates new revenue account
 - Increases expenditures
 - Increases revenues
 - Increases/decreases fund balance - _____
- Fund

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

It will allow expanded service by increasing Federal and State grants while keeping local tax subsidies at or below 2014 levels.

Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required _____				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: Public Works	
Prepared By: Howard B. Crofoot, P.E.	Date: December 15, 2014

Budget Figures Only

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						11500	\$ 26.00	\$ 299,000.00	
Admin Expenses									\$ 1,000.00	
							(May 16 - Dec 31)			
									Total Taxi Cost	\$ 300,000.00
City Local Share Jan 1 - Dec 31		\$ 40,839.00							Taxi + Bus Revenue	\$ 78,000.00
Max Local Share		\$ 40,839.00							Deficit	\$ 222,000.00
									Fed/State = 58.0%	\$ 174,000.00
									Remaining	\$ 48,000.00
									Local Share	\$ 40,839.00
									Local Share not used	\$ (7,161.00)
Taxi Fare Revenue		\$ 78,000.00								
		\$ 78,000.00								

Taxi Only - Budgeted Figures

Budget Figures Only

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost
							(May 16 - Dec 31)		
Admin Expenses									\$ 1,000.00
Bus 1: North (NW + NE)		1 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$ 42,187.50
Bus 2: Southwest		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$ 42,187.50
Bus 3: Southeast		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$ 42,187.50
Bus 3: Saturday		1 1 p.m. - 9 p.m.	8	1	8	15	120	\$ 45.00	\$ 5,400.00
Bus 1: Night Route		2 10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 45.00	\$ 7,087.50
Bus 1: Summer Route		1 9 a.m. - 6 p.m.	9	5	45	22	990	\$ 45.00	\$ 44,550.00
							4080		
							Total Bus Cost		\$ 183,600.00
UW-P Local Share May 16 - Dec 31		\$ 75,000.00					Total Bus & Taxi Cost		\$ 184,600.00
Max Local Share		\$ 75,000.00					Taxi + Bus Revenue		\$ 10,000.00
							Deficit		\$ 174,600.00
							Fed/State = 58.0%		\$ 107,068.00
							Remaining		\$ 67,532.00
							Local Share		\$ 75,000.00
							Local Share not used		\$ 7,468.00
Bus Revenue		\$ 10,000.00							
		\$ 10,000.00							

Bus Only - Budgeted Figures

Budget Figures Only

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

		(May 16 - Dec 31)								
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						11500	\$ 26.00	\$	299,000.00
Admin Expenses									\$	2,000.00
Bus 1: North (NW + NE)	1	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$	42,187.50
Bus 2: Southwest	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$	42,187.50
Bus 3: Southeast	2	7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 45.00	\$	42,187.50
Bus 3: Saturday	1	1 p.m. - 9 p.m.	8	1	8	15	120	\$ 45.00	\$	5,400.00
Bus 1: Night Route	2	10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 45.00	\$	7,087.50
Bus 1: Summer Route	1	9 a.m. - 6 p.m.	9	5	45	22	990	\$ 45.00	\$	44,550.00
							4080			
							Total Bus Cost		\$	183,600.00
UW-P Local Share May 16 - Dec 31	\$	75,000.00					Total Bus & Taxi Cost		\$	484,600.00
City Local Share Jan 1 - Dec 31	\$	40,839.00					Taxi + Bus Revenue		\$	88,000.00
Max Local Share	\$	115,839.00					Deficit		\$	396,600.00
							Fed/State = 58.0%		\$	281,068.00
							Remaining		\$	115,532.00
							Local Share		\$	115,839.00
							Local Share not used		\$	307.00
Taxi Fare Revenue	\$	78,000.00								
Bus Revenue	\$	10,000.00								
	\$	88,000.00								

Taxi-Bus Combined - Budgeted Figures

Bid Price

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost
							(May 16 - Dec 31)		
Admin Expenses									\$ 1,000.00
Bus 1: North (NW + NE)		1 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13
Bus 2: Southwest		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13
Bus 3: Southeast		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13
Bus 3: Saturday		1 1 p.m. - 9 p.m.	8	1	8	15	120	\$ 41.55	\$ 4,986.00
Bus 1: Night Route		2 10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 41.55	\$ 6,544.13
Bus 1: Summer Route		1 9 a.m. - 6 p.m.	9	5	45	22	990	\$ 41.55	\$ 41,134.50
							4080		
							Total Bus Cost		\$ 169,524.00
UW-P Local Share May 16 - Dec 31		\$ 75,000.00					Total Bus & Taxi Cost		\$ 170,524.00
Max Local Share		\$ 75,000.00					Taxi + Bus Revenue		\$ 10,000.00
							Deficit		\$ 160,524.00
							Fed/State = 58.0%		\$ 98,903.92
							Remaining		\$ 61,620.08
							Local Share		\$ 75,000.00
							Local Share excess		\$ 13,379.92
Bus Revenue		\$ 10,000.00							
		\$ 10,000.00							

Bus Only - Actual Bid Price

Bid Price

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

							(May 16 - Dec 31)			
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						11500	\$ 26.88	\$ 309,120.00	
Admin Expenses									\$ 2,000.00	
Bus 1: North (NW + NE)		1 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13	
Bus 2: Southwest		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13	
Bus 3: Southeast		2 7 a.m. - 7:30 p.m.	12.5	5	62.5	15	937.5	\$ 41.55	\$ 38,953.13	
Bus 3: Saturday		1 1 p.m. - 9 p.m.	8	1	8	15	120	\$ 41.55	\$ 4,986.00	
Bus 1: Night Route		2 10 p.m. - 3:15 a.m.	5.25	2	10.5	15	157.5	\$ 41.55	\$ 6,544.13	
Bus 1: Summer Route		1 9 a.m. - 6 p.m.	9	5	45	22	990	\$ 41.55	\$ 41,134.50	
							4080			
							Total Bus Cost		\$ 169,524.00	
UW-P Local Share May 16 - Dec 31	\$	75,000.00					Total Bus & Taxi Cost		\$ 480,644.00	
City Local Share Jan 1 - Dec 31	\$	40,839.00					Taxi + Bus Revenue		\$ 88,000.00	
Max Local Share	\$	115,839.00					Deficit		\$ 392,644.00	
							Fed/State = 58.0%		\$ 278,773.52	
							Remaining		\$ 113,870.48	
							Local Share		\$ 115,839.00	
							Local Share excess		\$ 1,968.52	
Taxi Fare Revenue	\$	78,000.00								
Bus Revenue	\$	10,000.00								
	\$	88,000.00								

Taxi - Bus Combined - Actual Bid Price

Balanced Budget Scenario

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

	2014 Hours	Sun Hours	2015 Hours
	11135	364	11499

						(May 16 - Dec 31)			
Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost
Taxi	N/A						10489	\$ 26.88	\$ 281,944.32
Admin Expenses									\$ 1,000.00
							Total Taxi Cost		\$ 282,944.32
City Local Share Jan 1 - Dec 31		\$			40,839.00			Taxi + Bus Revenue	\$ 78,000.00
Max Local Share		\$			40,839.00			Deficit	\$ 204,944.32
							Fed/State = 58.0%		\$ 164,107.71
							Remaining		\$ 40,836.61
							Local Share		\$ 40,839.00
							Local Share deficit		\$ 2.39
Taxi Fare Revenue		\$			78,000.00				
									\$ 78,000.00

To balance the budget, the hours would need to be **decreased** by more than 1,000 over the entire year. The Thursday, Friday & Saturday night hours are approximately 1,000 hours.

Taxi Only - Balanced Budget

Balanced Budget Scenario

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
							(May 16 - Dec 31)			
Admin Expenses									\$ 1,000.00	
Bus 1: North (NW + NE)		1 6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 2: Southwest		2 6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Southeast		2 6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Saturday		1 9 a.m. - 9 p.m.	12	1	12	15	180	\$ 41.55	\$ 7,479.00	
Bus 1: Night Route		2 9 p.m. - 3:15 a.m.	6.25	2	12.5	15	187.5	\$ 41.55	\$ 7,790.63	
Bus 1: Summer Route		1 9 a.m. - 9 p.m.	12	5	60	22	1320	\$ 41.55	\$ 54,846.00	
							4837.5			
							Total Bus Cost		\$ 200,998.13	
UW-P Local Share May 16 - Dec 31		\$ 75,000.00					Total Bus & Taxi Cost		\$ 201,998.13	
Max Local Share		\$ 75,000.00					Taxi + Bus Revenue		\$ 10,000.00	
							Deficit		\$ 191,998.13	
							Fed/State = 58.0%		\$ 117,158.91	
							Remaining		\$ 74,839.21	
							Local Share		\$ 75,000.00	
							Local Share excess		\$ 160.79	
Bus Revenue		\$ 10,000.00								
		\$ 10,000.00								

To balance the budget, the hours could be **increased** by more than **750** over the entire year.

Bus Only - Balanced Budget

Balanced Budget Scenario

If UW-P provides \$150,000 local match for 2015, then it is expected that \$75,000 goes toward existing contract from Jan 1 - May 15 and \$75,000 is available for Local Match for May 16 - Dec 31.

Taxi will be approximately 11,500 hours @ \$26/hour after RFP.

2014 Hours	Sun Hours	2015 Hours
11135	364	11499

Option A (30 Buses)	Loops/hr	Time	Hours/day	Days/week	Hours/wk	Weeks/yr	Total Hours	Cost/hour	Total Cost	
Taxi	N/A						10489	\$ 26.88	\$ 281,944.32	
Admin Expenses									\$ 2,000.00	
							(May 16 - Dec 31)			
Bus 1: North (NW + NE)		1 6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 2: Southwest		2 6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Southeast		2 6 a.m. - 8:00 p.m.	14	5	70	15	1050	\$ 41.55	\$ 43,627.50	
Bus 3: Saturday		1 9 a.m. - 9 p.m.	12	1	12	15	180	\$ 41.55	\$ 7,479.00	
Bus 1: Night Route		2 9 p.m. - 3:15 a.m.	6.25	2	12.5	15	187.5	\$ 41.55	\$ 7,790.63	
Bus 1: Summer Route		1 9 a.m. - 9 p.m.	12	5	60	22	1320	\$ 41.55	\$ 54,846.00	
							4837.5			
							Total Bus Cost		\$ 200,998.13	
UW-P Local Share May 16 - Dec 31		\$ 75,000.00					Total Bus & Taxi Cost		\$ 484,942.45	
City Local Share Jan 1 - Dec 31		\$ 40,839.00					Taxi + Bus Revenue		\$ 88,000.00	
Max Local Share		\$ 115,839.00					Deficit		\$ 396,942.45	
							Fed/State = 58.0%		\$ 281,266.62	
							Remaining		\$ 115,675.83	
							Local Share		\$ 115,839.00	
							Local Share excess		\$ 163.17	
Taxi Fare Revenue		\$ 78,000.00								
Bus Revenue		\$ 10,000.00								
		\$ 88,000.00								

To balance the budget, taxi hours would need to be **decreased** by more than **1,000** over the entire year. The Thursday, Friday & Saturday night hours are approximately 1,000 hours. Bus hours could be **increased** by over **750** over the contract period May 16 - Dec 31.

Taxi - Bus Combined - Balanced Budget