



TRANSIT COMMISSION MEETING AGENDA

MONDAY, NOVEMBER 27, 2023 AT 5:30 PM

WATERTOWN MUNICIPAL BUILDING, 106 JONES STREET, ROOM 0041

In-Person: Watertown Municipal Building 106 Jones Street Room 0041

Virtually: <https://meet.goto.com/827825917> or by calling: +1 (571) 317-3116

Access Code: 827-825-917

1. CALL TO ORDER

2. REVIEW & APPROVE MINUTES

A. Transit Commission meeting minutes from September 25, 2023

3. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

4. REVIEW RIDERSHIP / FINANCIAL STATISTICS

A. Taxi Stats

5. BUSINESS:

A. Review and take action: apply for yearly Capital Grant for one ADA Mini Van

B. Review and take action: Apply for yearly operating grant

C. Review and take action: Transit fleet lease for 2024 with Passenger Transit

D. Update - Purchase of 2 replacements vans

6. REVIEW CITIZEN COMMUNICATIONS AND REPORTS

A. Quarterly Driver Report - no report

B. Quarterly Vehicle Maintenance Report

C. Complaint Log

7. SET NEXT MEETING DATE

8. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@watertownwi.gov, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

TRANSIT COMMISSION**September 25, 2023****5:30 pm**

The Transit Commission met on the above date and time in person and virtually with the following members present: Michelle Bainbridge, Ald. Schmid, Laurie Grosenick, Tom Hahn, and Cathy Egan. Also in attendance was City Clerk Megan Dunneisen.

- 1. CALL TO ORDER** – Egan called the meeting to order at 5:30pm.
- 2. REVIEW & APPROVE MINUTES** - Motion was made by Hahn to approve minutes of July 31, 2023, with the name spelling correction of Bainbridge throughout document and correction of the word propose in item A, seconded by Grosenick, and carried by unanimous voice vote.
- 3. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT** – None
- 4. BUSINESS:**
 - A. Dunneisen gave an update on the School Bus/Corner stop from PTI, all has been running smoothly apart from one rainy day that resulted in more calls for drop off at the high school. Dunneisen will continue to get updates to report to the commission.
 - B. Dunneisen gave an update on vehicle procurements. Changed purchase order to the vendor TESCO in hopes of receiving 2 ADA Mini Vans in 2023.
 - C. Dunneisen gave information on vehicle disposals and provided a schedule of current projects. PTI informed that there are 2 buses that require CDL drivers that do not get used a lot that could be sold. Going to keep to the same schedule for now – no action taken.
 - D. Hahn made a motion to approve the Exercise of Options year four with Passenger Transit, seconded by Egan and carried by unanimous voice vote.
- 5. REVIEW CITIZEN COMMUNICATIONS AND REPORTS**
 - A. No complaints to report from Clerk. Ald. Schmid gave information on a conversation he recently had with a resident with a personnel complaint at Watertown Transit. Discussion on Watertown's transit system helping many people in the city and being a great service.
(Commissioners gave thanks to City Staff)
- 6. SET NEXT MEETING DATE** – November 27, 2023 at 5:30pm
- 7. ADJOURNMENT** - Motion was made by Hahn to adjourn meeting, seconded by Ald. Schmid, and carried by unanimous voice vote at 5:59 pm.

(Egan appointment to end next month)

Respectfully submitted,
Megan Dunneisen, City Clerk

DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the office of the Finance Department.

	2018	2019	2020	2021	2022	Change 18-22	2023	2024	Fare Changes		4/1/2023		
Elderly/Disabled	39,778	35,787	29,795	33,831	34,055	-14.39%				E/H		\$3.00	
Students	17,131	16,295	11,000	17,211	19,506	13.86%				Children		\$3.00	
Agency	0	4,376	3,299	1,716	2,870					Agency Sr and Dis		\$9.00	
Adults	36,690	34,422	28,871	31,191	31,175	-15.03%				Regular		\$4.00	
Children Accompy	959	775	850	1,560	587	-38.79%				Children accompy		\$2.00	
Corner Service	9,408	9,276	2,888	5,698	4,344	-53.83%				Corner Service		\$2.25	
Out of Town	614	228	439	2,581	822	33.94%				Out of Town		\$10.50	
TOTALS	104,580	101,159	77,142	93,788	93,359	-10.73%				Agency		\$9.00	
										Parcel		\$8.25	
2018 monthly	9,436	8,620	9,411	9,050	9,219	7,497	7,066	6,956	8,798	10,064	9,502	8,961	104,580
2019 monthly	9,215	8,992	9,308	9,301	9,138	6,479	6,416	7,020	8,509	9,103	9,056	8,622	101,159
2020 monthly	9,790	9,066	6,442	3,671	4,570	5,397	5,570	5,711	5,971	7,259	6,441	7,337	77,225
2021 monthly	7,393	7,742	9,030	8,975	8,455	7,010	6,780	6,517	7,813	8,255	7,699	8,126	93,795
2022 monthly	8,345	8,408	8,870	8,312	8,136	6,193	6,300	6,340	7,391	7,978	7,987	9,101	93,361
2023 Monthly	8,095	7,789	8,894	8,028	8,054	7,177	6,529	7,092	7,541	0	0	0	69,199

Calls	January	February	March	April	May	June	July	August	September	October	November	December	Total
E/H	3,147	2,929	3,364	2,851	2,917	3,111	3,126	3,392	3,261				28,098
Children	1,824	1,746	1,936	1,796	1,885	1,107	617	581	1,357				12,849
Agency Sr Dis	250	230	241	318	328	349	345	324	281				2,666
Regular	2,406	2,441	2,868	2,654	2,468	2,329	2,240	2,619	2,515				22,540
Children accompanpy	51	49	78	52	69	63	95	68	46				571
Corner Service	370	339	343	357	387	100	0	0	0				1,896
Out of Town	46	55	64	0	0	118	106	108	81				578
Parcel (temp svc)	1	0	0	0	0	0	0	0	0				1
	8,095	7,789	8,894	8,028	8,054	7,177	6,529	7,092	7,541	0	0	0	69,199
Diff. 2023 over 2022	(250)	(619)	24	(284)	(82)	984	229	752	150	(7,978)	(7,987)	(9,101)	(24,162)
% chg 2022 to 2023	-3.0%	-7.4%	0.3%	-3.4%	-1.0%	15.9%	3.6%	11.9%	2.0%	-100.0%	-100.0%	-100.0%	

Fares													
E/H	\$9,441.00	\$8,787.00	\$10,092.00	\$8,553.00	\$8,751.00	\$9,333.00	\$9,378.00	\$10,176.00	\$9,783.00	\$0.00	\$0.00	\$0.00	\$84,294.00
Children <12	\$5,472.00	\$5,238.00	\$5,808.00	\$5,388.00	\$5,655.00	\$3,321.00	\$1,851.00	\$1,743.00	\$4,071.00	\$0.00	\$0.00	\$0.00	\$38,547.00
Agency Sr. Dis.	\$2,250.00	\$2,070.00	\$2,169.00	\$2,862.00	\$2,952.00	\$3,141.00	\$3,105.00	\$2,916.00	\$2,529.00	\$0.00	\$0.00	\$0.00	\$23,994.00
Regular	\$9,622.67	\$9,765.33	\$11,472.67	\$10,616.00	\$9,872.00	\$9,315.56	\$8,960.00	\$10,477.78	\$10,059.56	\$0.00	\$0.00	\$0.00	\$90,161.56
Children accompanpy	\$102.00	\$98.00	\$156.00	\$104.00	\$138.00	\$126.00	\$190.00	\$136.00	\$92.00	\$0.00	\$0.00	\$0.00	\$1,142.00
Corner Service	\$832.50	\$762.75	\$771.75	\$803.25	\$870.75	\$225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,266.00
Out of Town	\$486.50	\$574.00	\$670.25	\$0.00	\$0.00	\$1,240.17	\$1,113.00	\$1,129.33	\$851.67	\$0.00	\$0.00	\$0.00	\$6,064.92
Parcel (temp svc)	8.25 - PTI liste	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Calculated Rev	\$28,206.67	\$27,295.08	\$31,139.67	\$28,326.25	\$28,238.75	\$26,701.73	\$24,597.00	\$26,578.11	\$27,386.23	\$0.00	\$0.00	\$0.00	\$248,469.49
Reported Revenue	\$26,909.50	\$27,634.75	\$30,375.00	\$32,443.50	\$28,787.50	\$24,472.00	\$23,216.00	\$28,700.00	\$28,424.00				\$250,962.25
ACCIDENTS REPORTED	0	0	0	0	0	0							
Difference	-\$1,297.17	\$339.67	-\$764.67	\$4,117.25	\$548.75	-\$2,229.73	-\$1,381.00	\$2,121.89	\$1,037.77	\$0.00	\$0.00	\$0.00	\$2,492.76

2018 Driver Hours	2644.83	2433.85	2715.7	2609.45	2738.53	2497.2	2385.33	2449.49	2491.58	2742.43	2709.6	2641.2	31,059.19
2019 Driver Hours	2767.25	2560.75	2758.40	2677.25	2563.75	2224.25	2277.00	2407.00	2544.75	2767.25	2687.25	1665.10	29,900.00
2020 Driver Hours	2851.25	2566.68	2414.4	1846.3	1968.3	2191.53	2251.95	2215.3	2123.68	2507.55	2302.17	2652.12	27,891.23
2021 Driver Hours	2507.37	2445.5	2714.6	2601.4	2505.77	2212.33	2134.92	2107.17	2310.2	2323.13	2364.8	2500.16	28,727.35
2022 Driver Hours	2434.65	2354.43	2568.02	2396.28	2353.38	2210.45	2091.33	2255.55	2242.78	2374.15	2348.23	2413.4	28,042.65
2023 Driver Hours	2501.42	2222.47	2464.8	2412.93	2428.97	2326.72	2175.22	2403.67	2127.3				21,063.50
times hourly rate	31.27	31.27	31.27	31.27	31.27	31.27	31.27	31.27	31.27	31.27	31.27	31.27	
Calculated Expense	\$78,219.40	\$69,496.64	\$77,074.30	\$75,452.32	\$75,953.89	\$72,756.53	\$68,019.13	\$75,162.76	\$66,520.67	\$0.00	\$0.00	\$0.00	\$658,655.64
Reported Expense	\$78,219.40	\$69,496.64	\$77,074.30	\$75,452.32	\$75,953.89	\$72,756.53	\$68,019.13	\$75,162.76	\$66,520.67				\$658,655.64
Difference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**RESOLUTION TO
APPLY FOR CAPITAL GRANT FROM DEPARTMENT OF
TRANSPORTATION FOR FLEET PURCHASES FOR
SHARED-RIDE TAXI SERVICE**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

WHEREAS, the fleet used for shared-ride taxi service is in need of updated vehicles; and,

WHEREAS, the application for Federal funding for such purposes must be made on or before December 15, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY
OF WATERTOWN, WISCONSIN:**

That the proper City officials be and are hereby authorized to apply for a capital grant for 2024 in the estimated amount of \$75,000 with the City’s share expected to be 20% for which the City will appropriate the level of funding necessary. The grant funds will be used to purchase one one ADA Mini-Van.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED December 6, 2023

CITY CLERK

APPROVED December 6, 2023

MAYOR

**RESOLUTION TO
APPLY FOR OPERATING GRANT FROM DEPARTMENT OF
TRANSPORTATION FOR SHARED-RIDE TAXI SERVICE**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

WHEREAS, it is necessary for the City of Watertown to submit a request for State and Federal funding in support of the shared-ride taxi service annually and such application is due by December 15, 2023; and,

WHEREAS, the City bid accepted proposals for a shared-ride taxi service provider in 2020 for the two-year period of January 1, 2021 through December 31, 2022 with three one-year options to follow and a resolution approving the contract for shared-ride taxi service was approved by the Common Council on December 1, 2020; and,

WHEREAS, Common Council approved the 2024 Exercise of Option Year Four agreement for a shared-ride taxi service with Passenger Transit Inc. on October 18, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to apply for an operating assistance grant through the Wisconsin Department of Transportation for the year 2024 in an amount of \$969,657.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED December 6, 2023

CITY CLERK

APPROVED December 6, 2023

MAYOR

**RESOLUTION TO
ENTER INTO LEASE WITH PASSENGER TRANSIT, INC. FOR
SHARED-RIDE TAXI SERVICE VEHICLES**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown operates a shared-ride taxi service; and,

WHEREAS, the City of Watertown purchases vehicles needed to operate the shared-ride taxi service; and,

WHEREAS, an annual lease is necessary to allow the use of such vehicles by the company contracted to provide shared-ride taxi service in the City of Watertown.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to execute the attached one-year lease agreement with Passenger Transit, Inc. for the period of January 1, 2024 through December 31, 2024 for the lease of vehicles for the purpose of operating a shared-ride taxi service.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED December 5, 2023

CITY CLERK

APPROVED December 5, 2023

MAYOR

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Watertown
and
Passenger Transit, Inc.

This Agreement specifies terms under which City of Watertown hereinafter referred to as Lessor, leases one or more vehicles to Passenger Transit, Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor's public transit service operating contract with Lessee.

"Department" herein means the Wisconsin Department of Transportation. "Leased vehicle" herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2024, and ending exactly one year later, or on the end date of the Lessor's current public transit service contract with the Lessee, whichever comes first. This list is subject to changes as vehicles are purchased or sold.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored: 309 William Street, Watertown WI 53094

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin</u>	<u>Fleet #</u>
2005	Ford	Van	1FTSS34L05HB11911	82
2010	Supreme	Bus	1FDDE3FL8ADA79123	86
2010	Starcraft	Bus-ADA	1FDEE3FL9ADA38147	83
2012	Dodge	Minivan	2C4RDGBG8CR292263	52
2015	Starcraft	Bus	1FDFE4FS8FDA03270	85
2015	Dodge	Minivan	2C4RDGB7FR731635	53
2015	Dodge	Minivan	2C4RDGB9FR731636	54
2017	Starcraft	Bus	1FDFE4FS7HDC07528	87
2017	Dodge	Minivan	2C4RDGBG9HR831156	55
2017	Dodge	Minivan ADA	2C7WDGBG5HR838658	56
2018	Dodge	Minivan ADA	2C7WDGBG3JR210085	57
2019	Dodge	Minivan	2C4RDGBGXKR779575	59
2020	Dodge	Minivan	2C4RDGBG5LR189978	60
2020	Dodge	Minivan ADA	2C4RDBGBXLR231464	61

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency,

which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- A. Bodily injury liability, each person: \$1,000,000
- B. Bodily injury liability, each accident: \$1,000,000 + \$1,000,000 umbrella
- C. Property damage liability, each accident: \$250,000
- D. General liability, bodily injury and property damage: \$1,000,000 + \$1,000,000 umbrella

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee’s expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor’s vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor’s vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor’s approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee’s use or intended use of the vehicle(s).

SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories

to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

For City of Watertown

For Passenger Transit, Inc.

Signature

Emily McFarland
Mayor
Date:

Signature

Richard Running
President
Date:

Passenger Transit--Watertown Vehicle Maintenance Records

<u>YEAR</u>	<u>MAKE</u>	<u>PLATE #</u>	<u>MODEL</u>	<u>VIN</u>	<u>FLEET #</u>	<u>DATE</u>	<u>MAINTENANCE INFO</u>	<u>MILEAGE</u>	<u>AMOUNT</u>
2012	Dodge	576UMM	Minivan	2C4RDGBG8CR292263	#52	1/5/2023	Oil Change & tire rotation	371483	\$ 87.37
						2/21/2023	4 Tires		\$ 473.00
						4/20/2023	Oil Change	376213	\$ 49.95
						8/25/2023	Change oil, filter, lube	382420	\$ 51.82
							Tire rotation, tie rod, front control arm, oil pan gasket repairs		\$ 20.73
2015	Dodge	45742	Minivan	2C4RDGB7FR731635	#53	1/3/2023	4 Tires		\$ 569.72
						1/6/2023	Timing Guide & Oil change	256683	\$ 3,177.17
						2/24/2023	Oil Change	261491	\$ 46.75
						4/13/2023	Oil Change	266928	\$ 51.95
						5/10/2023	Brakes		\$ 743.31
						5/30/2023	Oil Change	271891	\$ 51.95
						7/22/2023	Rear main seal, trans cooler condenser, front suspension aligned		\$ 493.26
						9/22/2023	Change oil, filter, lube, tire rotation	276738	\$ 51.75
2015	Dodge	52181	Minivan	2C4RDGB9FR731636	#54	1/5/2023	Oil change & tire rotation	267585	\$ 87.30
						2/13/2023	Oil change & tire rotation	273535	\$ 87.30
						3/28/2023	Oil Change & Air Filter	278977	\$ 109.10
						4/12/2023	Headlamp replacement		\$ 56.16
						5/15/2023	Oil change	284726	\$ 51.95
						6/13/2023	Tire Repairs		\$ 39.52
						6/22/2023	Oil Change	289748	\$ 51.75
						8/25/2023	Change oil, filter, lube	295683	\$ 51.75
						9/18/2023	4 tires, mount & balance, valve stem, TPMS Sensor		\$ 753.34
2017	Dodge	97437	Minivan	2C4RDGBG9HR831156	#55	1/5/2023	Oil change & tire rotation	201946	\$ 87.19
						2/1/2023	Axle repair		\$ 597.66
						2/16/2023	Oil change & tire rotation	206773	\$ 87.19
						3/1/2023	1 Tire		\$ 144.17
						3/28/2023	Brakes & air filter	211694	\$ 109.14
						5/8/2023	Oil change	217352	\$ 51.95
						5/23/2023	Brakes & oil change	219773	\$ 1,282.06
						6/26/2023	Oil change	223229	\$ 51.75

						7/12/2023	Transmission Work		\$ 1,516.16
			Minivan						
2017	Dodge	97492	ADA	2C7WDGBG5HR838658	#56	3/10/2023	Oil Change	176351	\$ 46.75
						5/23/2023	Oil Change	181495	\$ 51.95
						6/21/2023	Oil Change	183926	\$ 51.75
						9/6/2023	Change oil, filter, lube	188594	\$ 51.75
						9/6/2023	4 tires, mount & balance, valve stem, cabin air filter		\$ 663.54
			Minivan						
2018	Dodge	C10244	ADA	2C7WDGBG3JR210085	#57	2/15/2023	Oil Change, tire rotation, brakes	141898	\$ 1,229.30
						4/27/2023	Oil Change & Battery	146587	\$ 51.95
						6/21/2023	Oil Change	151025	\$ 51.75
						8/28/2023	Alignment, transmission pan drop & filter change		\$ 936.14
						9/5/2023	Change oil, filter, lube	155493	\$ 51.75
						9/5/2023	Cabin air filter replacement		\$ 50.10
2019	Dodge	C13613	Minivan	2C4RDGBGXKR779575	#59	1/9/2023	2 Tires		\$ 288.34
						2/14/2023	Oil change & tire rotation	120341	\$ 86.65
						5/19/2023	Compounder replacement & oil change	130750	\$ 1,915.76
						5/23/2023	Brake work		\$ 872.19
						6/21/2023	Oil Change	135349	\$ 51.95
						7/20/2023	Tire Repair		\$ 71.00
						8/8/2023	Change oil, filter, lube	142696	\$ 49.95
						8/8/2023	Cabin air filter replacement		\$ 51.90
						9/19/2023	Change oil, filter, lube	148301	\$ 51.75
2020	Dodge	C15299	Minivan	2C4RDGBG5LR189978	#60	1/11/2023	Oil change & tire rotation	84142	\$ 86.41
						2/23/2023	Oil change	88939	\$ 58.24
						4/4/2023	Oil change	94647	\$ 57.21
						5/12/2023	Oil change & tire rotation	99800	\$ 86.55
						5/24/2023	Transmission, brakes, door		\$ 8,288.98
						6/27/2023	Oil change	104419	\$ 51.75
						7/24/2023	2 Tires		\$ 306.72

						9/19/2023	Change oil, filter, lube	115086	\$	57.75
			Minivan							
2020	Dodge	C16458	ADA	2C4RDBGBXLR231464	#61	1/30/2023	Oil Change	71044	\$	58.32
						3/30/2023	Oil Change	76025	\$	57.55
						5/11/2023	Oil Change	80667	\$	57.61
						7/5/2023	Oil Change	85656	\$	57.61
						7/10/2023	Rear brakes and calipers replacement		\$	236.69
						8/22/2023	Tire rotation		\$	26.34
						8/25/2023	Change oil, filter, lube	92307	\$	57.61
2005	Ford	158JSF	Van	1FTSS34L05HB11911	#82	60,306 to 61,277 miles for January through July. No August miles to date. No Service Provided 11/2023				
2010	Starcraft	80044	Bus-ADA	1FDEE3FL9ADA38147	#83	45,464 to 48,433 miles for January through July. No August miles to date. 8/31/2023 Replace brake pads, calipers, rotors, front lower ball joint				
2015	Starcraft	89613	Bus	1FDDE4FS8FDA03270	#85	No miles to date. No Service Provided 11/2023				
2010	Supreme	80485	Bus - ADA	1FDDE3FL8ADA79123	#86	No miles to date. No Service Provided 11/2023				
2017	Starcraft	54296	Bus	1FDDE4FS7HDC07528	#87	24,928 to 26,722 miles for January through July. No August miles to date. No Service Provided 11/2023				