



TRANSIT COMMISSION MEETING AGENDA

MONDAY, MARCH 25, 2024 AT 5:00 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 minutes from November 27, 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. Introduce new commission member

B. Appoint Chairperson for Commission

C. Review and discuss: status of taxi procurements

D. Review: new lease with Passenger Transit to include the two new mini 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**November 27, 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, Absent was David Applegarth. Also in attendance was City Clerk Megan Dunneisen.

- 1. CALL TO ORDER** – Hahn called the meeting to order at 5:33pm.
- 2. REVIEW & APPROVE MINUTES** – Motion was made by Ald. Schmid to approve minutes of September 25, 2023, seconded by Grosenick, and carried by unanimous voice vote.
- 3. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT** – None
- 4. REVIEW RIDERSHIP/FINANCIAL STATISTICS**
 - A. Taxi Stats were presented.
- 5. BUSINESS:**
 - A. Ald. Schmid made a motion to approve applying for the yearly capital grant for one ADA Mini Van, seconded by Bainbridge and carried by unanimous voice vote.
 - B. Ald. Schmid made a motion to approve applying for the yearly operating grant, seconded by Grosenick and carried by unanimous voice vote.
 - C. Ald. Schmid made a motion to approve the transit fleet lease for 2024 with passenger transit, seconded by Grosenick and carried by unanimous voice vote.
 - D. Dunneisen gave an update on the purchases of 2 replacement vans – still in progress.
- 6. REVIEW CITIZEN COMMUNICATIONS AND REPORTS**
 - A. Quarterly driver report – no report
 - B. Quarterly vehicle maintenance report was presented.
 - C. Complaint log was presented.
- 7. SET NEXT MEETING DATE** – January 29, 2023 at 5:30 pm
- 8. ADJOURNMENT** - Motion was made by Hahn to adjourn meeting, seconded by Ald. Schmid, and carried by unanimous voice vote at 5:59 pm.

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 | 7,572 | 7,335 | 7,336 | 91,442 |

| 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 | 3,214 | 3,132 | 3,220 | 37,664 |
| Children | 1,824 | 1,746 | 1,936 | 1,796 | 1,885 | 1,107 | 617 | 581 | 1,357 | 1,389 | 1,295 | 1,093 | 16,626 |
| Agency Sr Dis | 250 | 230 | 241 | 318 | 328 | 349 | 345 | 324 | 281 | 313 | 356 | 393 | 3,728 |
| Regular | 2,406 | 2,441 | 2,868 | 2,654 | 2,468 | 2,329 | 2,240 | 2,619 | 2,515 | 2,519 | 2,465 | 2,525 | 30,049 |
| Children accompy | 51 | 49 | 78 | 52 | 69 | 63 | 95 | 68 | 46 | 61 | 23 | 47 | 702 |
| Corner Service | 370 | 339 | 343 | 357 | 387 | 100 | 0 | 0 | 0 | 0 | 0 | 0 | 1,896 |
| Out of Town | 46 | 55 | 64 | 0 | 0 | 118 | 106 | 108 | 81 | 76 | 64 | 58 | 776 |
| Parcel (temp svc) | 1 | 0 | 0 | 0 | 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 | 7,572 | 7,335 | 7,336 | 91,442 |
| Diff. 2023 over 2022 | (250) | (619) | 24 | (284) | (82) | 984 | 229 | 752 | 150 | (406) | (652) | (1,765) | (1,919) |
| % chg 2022 to 2023 | -3.0% | -7.4% | 0.3% | -3.4% | -1.0% | 15.9% | 3.6% | 11.9% | 2.0% | -5.1% | -8.2% | -19.4% | |

| 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 | \$9,642.00 | \$9,396.00 | \$9,660.00 | \$112,992.00 |
| 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 | \$4,167.00 | \$3,885.00 | \$3,279.00 | \$49,878.00 |
| 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 | \$2,817.00 | \$3,204.00 | \$3,537.00 | \$33,552.00 |
| 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 | \$10,074.22 | \$9,861.78 | \$10,100.00 | \$120,197.56 |
| Children accompy | \$102.00 | \$98.00 | \$156.00 | \$104.00 | \$138.00 | \$126.00 | \$190.00 | \$136.00 | \$92.00 | \$122.00 | \$46.00 | \$94.00 | \$1,404.00 |
| 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 | \$802.67 | \$667.33 | \$609.00 | \$8,143.92 |
| 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 | \$27,624.89 | \$27,060.11 | \$27,279.00 | \$330,433.49 |
| 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 | \$26,108.00 | \$27,272.00 | \$28,583.00 | \$332,925.25 |
| ACCIDENTS REPORTED | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 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 | -\$1,516.89 | \$211.89 | \$1,304.00 | \$2,491.76 |

| | | | | | | | | | | | | | |
|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| 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 | 2174.65 | 2112.1 | 2141.8 | 27,492.05 |
| 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 | 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 | \$68,001.31 | \$66,045.37 | \$66,974.09 | \$859,676.41 |
| 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 | \$68,001.31 | \$66,045.37 | \$66,974.09 | \$859,676.41 |
| 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 |

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 April 1, 2024, and ending December 31, 2024, 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 | 1FDDE4FS8FDA03270 | 85 |
| 2015 | Dodge | Minivan | 2C4RDGB7FR731635 | 53 |
| 2015 | Dodge | Minivan | 2C4RDGB9FR731636 | 54 |
| 2017 | Starcraft | Bus | 1FDDE4FS7HDC07528 | 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 |
| | | Mini Van ADA | | |
| 2023 | Dodge | (voyager) | 2C4RC1CG7PR617120 | |
| | | Mini Van ADA | | |
| 2023 | Dodge | (voyager) | 2C4RC1CG6PR617108 | |

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



Signature

Emily McFarland
Mayor

Date: 3/20/24

For Passenger Transit, Inc.



Signature

Richard Running
President

Date: 3/13/24

**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.

WHEREAS, the city has been able to procure two additional vehicles to provide shared-ride taxi service in the City of Watertown that need to be added to the annual lease agreement.

**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 lease agreement, Exhibit A, with Passenger Transit, Inc. with the additions of two recently procured transit vehicles for the period of April 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 | Absent | |
| BARTZ | Absent | |
| BLANKE | ✓ | |
| SMITH | ✓ | |
| SCHMID ① | ✓ | |
| WETZEL | ✓ | |
| MOLDENHAUER | ✓ | |
| MAYOR MCFARLAND | — | |
| TOTAL | 7 | 0 |

ADOPTED March 19, 2024

Megan Dunn
CITY CLERK

APPROVED March 19, 2024

John
MAYOR

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>SERVICE PROVIDER</u> | <u>MILEAGE</u> | <u>MAINTENANCE INFO</u> | <u>AMOUNT</u> |
|-------------|-------------|----------------|--------------|-------------------|----------------|-------------|-------------------------|----------------|-------------------------------------------------------------------|---------------|
| 2012 | Dodge | 576UMM | Minivan | 2C4RDGBG8CR292263 | #52 | 1/5/2023 | | 371483 | Oil Change & tire rotation | \$87.37 |
| | | | | | | 2/21/2023 | | | 4 Tires | \$473.00 |
| | | | | | | 4/20/2023 | | 376213 | Oil Change | \$49.95 |
| | | | | | | 8/25/2023 | | 382420 | Change oil, filter, lube | \$51.82 |
| | | | | | | | | | Tire rotation, tie rod, front control arm, oil pan gasket repairs | \$20.73 |
| | | | | | | 10/17/2023 | J&L Tire | 387,525 | Oil Change & Tire Rotation | \$51.75 |
| | | | | | | 11/29/2023 | Pete's Tire Service | 388,651 | 4 Tires Replaced & Alignment | \$232.10 |
| 2015 | Dodge | 45742 | Minivan | 2C4RDGB7FR731635 | #53 | 1/3/2023 | | | 4 Tires | \$569.72 |
| | | | | | | 1/6/2023 | | 256683 | Timing Guide & Oil change | \$3,177.17 |
| | | | | | | 2/24/2023 | | 261491 | Oil Change | \$46.75 |
| | | | | | | 4/13/2023 | | 266928 | Oil Change | \$51.95 |
| | | | | | | 5/10/2023 | | | Brakes | \$743.31 |
| | | | | | | 5/30/2023 | | 271891 | Oil Change | \$51.95 |
| | | | | | | 7/22/2023 | | | Rear main seal, trans cooler condenser, front suspension aligned | \$493.26 |
| | | | | | | 9/22/2023 | | 276738 | Change oil, filter, lube, tire rotation | \$51.75 |
| | | | | | | 11/14/2023 | J&L Tire | 282,473 | Oil Change | \$52.70 |
| | | | | | | 11/14/2023 | J&L Tire | 282,473 | 4 Tire replacement, mount & balance tires | \$612.49 |
| 2015 | Dodge | 52181 | Minivan | 2C4RDGB9FR731636 | #54 | 1/5/2023 | | 267585 | Oil change & tire rotation | \$87.30 |
| | | | | | | 2/13/2023 | | 273535 | Oil change & tire rotation | \$87.30 |
| | | | | | | 3/28/2023 | | 278977 | Oil Change & Air Filter | \$109.10 |
| | | | | | | 4/12/2023 | | | Headlamp replacement | \$56.16 |
| | | | | | | 5/15/2023 | | 284726 | Oil change | \$51.95 |
| | | | | | | 6/13/2023 | | | Tire Repairs | \$39.52 |
| | | | | | | 6/22/2023 | | 289748 | Oil Change | \$51.75 |
| | | | | | | 8/25/2023 | | 295683 | Change oil, filter, lube | \$51.75 |
| | | | | | | | | | 4 tires, mount & balance, valve stem, TPMS | |
| | | | | | | 9/18/2023 | | | Sensor | \$753.34 |
| | | | | | | | | | Multi-point inspection, alignment, transmission | |
| | | | | | | 10/2/2023 | Griffin Chrysler | 299,142 | filter replacement | \$393.20 |
| | | | | | | 12/15/2023 | J&L Tire | 309,362 | Oil change & tire rotation | \$51.75 |
| 2017 | Dodge | 97437 | Minivan | 2C4RDGBG9HR831156 | #55 | 1/5/2023 | | 201946 | Oil change & tire rotation | \$87.19 |
| | | | | | | 2/1/2023 | | | Axle repair | \$597.66 |

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| | | | | | | 2/16/2023 | | 206773 | Oil change & tire rotation | \$87.19 |
| | | | | | | 3/1/2023 | | | 1 Tire | \$144.17 |
| | | | | | | 3/28/2023 | | 211694 | Brakes & air filter | \$109.14 |
| | | | | | | 5/8/2023 | | 217352 | Oil change | \$51.95 |
| | | | | | | 5/23/2023 | | 219773 | Brakes & oil change | \$1,282.06 |
| | | | | | | 6/26/2023 | | 223229 | Oil change | \$51.75 |
| | | | | | | 7/12/2023 | | | Transmission Work | \$1,516.16 |
| | | | | | | 10/3/2023 | J&L Tire | 236,175 | Oil Change and Tire Rotation | \$51.75 |
| | | | | | | | | | Multi-point inspection, transmission assembly | |
| | | | | | | 10/24/2023 | Griffin Chrysler | 236930 | replacement, alignment | \$761.29 |
| | | | | | | 11/28/2023 | J&L Tire | 241,462 | Oil Change and Tire Rotation | \$51.75 |
| | | | | | | | | | | |
| | | | Minivan | | | | | | | |
| 2017 | Dodge | 97492 | ADA | 2C7WDGBG5HR838658 | #56 | 3/10/2023 | | 176351 | Oil Change | \$46.75 |
| | | | | | | 5/23/2023 | | 181495 | Oil Change | \$51.95 |
| | | | | | | 6/21/2023 | | 183926 | Oil Change | \$51.75 |
| | | | | | | 9/6/2023 | | 188594 | Change oil, filter, lube | \$51.75 |
| | | | | | | | | | 4 tires, mount & balance, valve stem, cabin air | |
| | | | | | | 9/6/2023 | | | filter | \$663.54 |
| | | | | | | 12/1/2023 | J&L Tire | 193,444 | Oil Change & Tire Rotation | \$51.75 |
| | | | | | | | | | | |
| | | | Minivan | | | | | | | |
| 2018 | Dodge | C10244 | ADA | 2C7WDGBG3JR210085 | #57 | 2/15/2023 | | 141898 | Oil Change, tire rotation, brakes | \$1,229.30 |
| | | | | | | 4/27/2023 | | 146587 | Oil Change & Battery | \$51.95 |
| | | | | | | 6/21/2023 | | 151025 | Oil Change | \$51.75 |
| | | | | | | | | | Alignment, transmission pan drop & filter | |
| | | | | | | 8/28/2023 | | | change | \$936.14 |
| | | | | | | 9/5/2023 | | 155493 | Change oil, filter, lube | \$51.75 |
| | | | | | | 9/5/2023 | | | Cabin air filter replacement | \$50.10 |
| | | | | | | 11/17/2023 | J&L Tire | 161,454 | Oil Change & Tire Rotation | \$52.70 |
| | | | | | | 11/17/2023 | J&L Tire | 161,454 | 2 Tire Replacement, mount & balance tires | \$305.77 |
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| | | | | | | | | | | |
| 2019 | Dodge | C13613 | Minivan | 2C4RDGBGXKR779575 | #59 | 1/9/2023 | | | 2 Tires | \$288.34 |
| | | | | | | 2/14/2023 | | 120341 | Oil change & tire rotation | \$86.65 |
| | | | | | | 5/19/2023 | | 130750 | Compounder replacement & oil change | \$1,915.76 |
| | | | | | | 5/23/2023 | | | Brake work | \$872.19 |
| | | | | | | 6/21/2023 | | 135349 | Oil Change | \$51.95 |
| | | | | | | 7/20/2023 | | | Tire Repair | \$71.00 |
| | | | | | | 8/8/2023 | | 142696 | Change oil, filter, lube | \$49.95 |
| | | | | | | 8/8/2023 | | | Cabin air filter replacement | \$51.90 |
| | | | | | | 9/19/2023 | | 148301 | Change oil, filter, lube | \$51.75 |
| | | | | | | 10/4/2023 | Griffin Chrysler | 150,250 | Oil Change, multi-point inspection | \$47.69 |

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|------|-----------|--------|-----------|-------------------|-----|--------------------------------------------------------------------------------------|------------------|---------|--------------------------------------------------------------|------------|
| | | | | | | 10/4/2023 | Griffin Chrysler | 150,250 | Break replacement, check air conditioning | \$950.13 |
| | | | | | | 10/24/2023 | J&L Tire | 153,639 | Oil Change | \$52.70 |
| | | | | | | 10/24/2023 | J&L Tire | 153,639 | Replace wiper blades | \$45.70 |
| | | | | | | 11/28/2023 | J&L Tire | 159,288 | Oil Change and tire rotation | \$51.75 |
| | | | | | | 12/19/2023 | J&L Tire | 162,835 | Replace alternator & added coolant | \$662.42 |
| 2020 | Dodge | C15299 | Minivan | 2C4RDGBG5LR189978 | #60 | 1/11/2023 | | 84142 | Oil change & tire rotation | \$86.41 |
| | | | | | | 2/23/2023 | | 88939 | Oil change | \$58.24 |
| | | | | | | 4/4/2023 | | 94647 | Oil change | \$57.21 |
| | | | | | | 5/12/2023 | | 99800 | Oil change & tire rotation | \$86.55 |
| | | | | | | 5/24/2023 | | | Transmission, brakes, door | \$8,288.98 |
| | | | | | | 6/27/2023 | | 104419 | Oil change | \$51.75 |
| | | | | | | 7/24/2023 | | | 2 Tires | \$306.72 |
| | | | | | | 9/19/2023 | | 115086 | Change oil, filter, lube | \$57.75 |
| | | | Minivan | | | | | | | |
| 2020 | Dodge | C16458 | ADA | 2C4RDBGBXLR231464 | #61 | 1/30/2023 | | 71044 | Oil Change | \$58.32 |
| | | | | | | 3/30/2023 | | 76025 | Oil Change | \$57.55 |
| | | | | | | 5/11/2023 | | 80667 | Oil Change | \$57.61 |
| | | | | | | 7/5/2023 | | 85656 | Oil Change | \$57.61 |
| | | | | | | 7/10/2023 | | | Rear brakes and calipers replacement | \$236.69 |
| | | | | | | 8/22/2023 | | | Tire rotation | \$26.34 |
| | | | | | | 8/25/2023 | | 92307 | Change oil, filter, lube | \$57.61 |
| | | | | | | 10/9/2023 | J&L Tire | 97,353 | Oil Change | \$52.70 |
| | | | | | | | | | Brake check & 4 tire replacement, mount & balance tires | \$612.49 |
| | | | | | | 10/9/2023 | J&L Tire | 97,353 | Brake check and replacement of front brake pads & rotors | \$439.85 |
| | | | | | | 11/20/2023 | J&L Tire | 101,926 | | |
| 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 | 1FDDE3FL9ADA38147 | #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 | \$1,359.56 |
| 2015 | Starcraft | 89613 | Bus | 1FDDE4FS8FDA03270 | #85 | No miles to date or service | | | | |
| 2010 | Supreme | 80485 | Bus - ADA | 1FDDE3FL8ADA79123 | #86 | No miles to date service | | | | |
| 2017 | Starcraft | 54296 | Bus | 1FDDE4FS7HDC07528 | #87 | 24,928 to 26,722 miles for January through July. No August miles to date or services | | | | |