AGENDA OF THE TRANSIT COMMISSION

WEDNESDAY, MAY 17, 2023, 8:15 AM
TRANSIT
901 University Ave

A. Roll Call.

1. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Michael Conley-Kuhagen, Terri Refsguard and Hector Rodriguez

B. Approval of the Agenda.

1. Approval of May 17, 2023 Transit Commission Agenda

C. Approval of Minutes.

1. Approval of the March 22, 2023 Transit Commission Minutes
2. Approval of the April 19, 2023 Transit Commission Minutes

D. Regular Business.

1. Presentation/Discussion/Action: 2022 Annual Financial Audit
2. Discussion/Action: Incidental Use Request - Greyhound
3. Discussion/Action: Green Bay Metro's Public Transit Agency Safety Plan (PTASP)
4. Discussion/Action: Green Bay Metro's Drug and Alcohol Policy
5. Discussion/Action: Green Bay Metro ADA Paratransit Service Policy

E. Informational.

1. Operational Reports
2. Financial Report
3. Director's Report
4. Next Transit Commission Meeting: Wednesday, June 21, 2023 at 8:15 a.m.

F. Adjournment.

1) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
2) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Transit Commission meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
3) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # B.1

Approval of May 17, 2023 Transit Commission Agenda

BACKGROUND

Enclosed is the agenda for the Transit Commission meeting being held on May 17, 2023.

RECOMMENDATION

Staff recommends the approval of the agenda for May 17, 2023.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Transit Commission
of the City of Green Bay

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # C.1

Approval of the March 22, 2023 Transit Commission Minutes

BACKGROUND

Enclosed are the proposed minutes from the Transit Commission meeting that was held on March 22, 2023.

RECOMMENDATION

Staff recommends the approval of the minutes from March 22, 2023.

FISCAL IMPACT

ATTACHMENTS

1. Transit Commission Minutes 3-22-23

MINUTES OF THE TRANSIT COMMISSION

WEDNESDAY, MARCH 22, 2023, 8:15 AM
TRANSIT
901 University Ave

A. ROLL CALL.

1. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Michael Conley-Kuhagen and Terri Refsguard

Present: Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Terri Refsguard, Michael Conley-Kuhagen

Chair Roger Kolb called the meeting to order at 8:18 a.m.

B. APPROVAL OF THE AGENDA.

1. Approval of March 22, 2023 Transit Commission Agenda

Moved by Commissioner Emily Ysebaert, seconded by Ald. Randy Scannell to approve the agenda for March 22, 2023. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Michael Conley-Kuhagen, Terri Refsguard, No- None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of the February 15, 2023 Transit Commission Minutes

Moved by Commissioner Emily Ysebaert, seconded by Ald. Randy Scannell to approve the minutes from the February 15, 2023 meeting. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Michael Conley-Kuhagen, Terri Refsguard, No- None, Abstain- None

D. REGULAR BUSINESS.

1. Discussion/Action: Lease Accounting Policy

Director Kiewiz stated the staff is working with Baker Tilley on our annual audit. One item that came up while prepping for the audit was that the City nor Green Bay Metro had a lease accounting policy. This is going to be a policy required under new governmental accounting standards. We currently do not have any leases that would fall into this at this point. This policy will confirm compliance as required under governmental accounting requirements.

Moved by Commissioner Kevin Kuehn, seconded by Ald. Randy Scannell to approve the Lease Accounting Policy. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Michael Conley-Kuhagen, Terri Refsguard, No- None, Abstain- None

2. Discussion/Action: Potential Expansion of Service Hours

Director Kiewiz stated service has had several changes since COVID. The staff is requesting to begin services at 5:15 a.m. Monday through Friday and to expand GBM On Demand to 11:30 p.m. Monday through Friday, this would help with third shift workers.

Moved by Commissioner Kevin Kuehn, seconded by Commissioner Emily Ysebaert to approve expanding service hours as described, effective April 3, 2023. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Michael Conley-Kuhagen, Terri Refsguard, No- None, Abstain- None

3. Discussion/Action: Ride Green Bay Metro Promotion

Director Kiewiz stated that the past few years have come with many challenges. Green Bay Metro has increased route frequency, made route changes and introduced a new mode of transportation, GBM On Demand. Staff continue to see ridership increase. The staff want to encourage people to try all the new opportunities public transit has to offer. Green Bay Metro will be introducing many new technologies, such as a seamless fare option between modes, a new customer interface, and many new bus stops will include real-time bus information along with audio announcements for the disabled.

Green Bay Metro's goal is to increase ridership and meet the community's transportation needs. In order to do this, we need to educate, encourage and promote the service.

Promotion to include:
Reduce Adult Full Fare and Reduced Fare 30-day passes by $20 per month for the remainder of 2023.
Reduce the basic one-way Paratransit fare to $2.
Effective April 1, 2023 through December 31, 2023.

Moved by Commissioner Kevin Kuehn, seconded by Commissioner Emily Ysebaert to approve the RIDE GREEN BAY METRO Promotion, with the effective date of April 1, 2023 through December 31, 2023. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Michael Conley-Kuhagen, Terri Refsguard, No- None, Abstain- None

E. INFORMATIONAL.

1. Operational Reports

Packets include ridership reports for fixed route, microtransit and paratransit. Staff is seeing an increase in ridership on fixed route and microtransit. The GBM On Demand is averaging a 14 minute

ETA. No concerns.

2. Financial Report

Director Kiewiz provided a brief overview of the revenue and expense reports. No concerns.

Director Kiewiz commented that Baker Tilley will be conducting our Annual Financial Audit and they will do a presentation of the final audit to the commission in the near future.

3. Director's Report

Director Kiewiz provided an update:

Staff did not attend the FTA Drug and Alcohol Training due to the snow storm and delayed flights.

Director Kiewiz provided each Commissioner a Busline Magazine that Green Bay Metro was featured in.

Staff update: 2 new operators have started, 1 operator applicant is in the process. No progress on mechanic or fuelers at this time.

Bus accident on 3/25/23.

April 3rd is Green Bay Metro's 50th birthday. Please join us for snacks, trivia and prizes.

No changes to transit security. Transit buses and the facility do have video surveillance, including audio on buses and in the customer service area. This has been the case for 20+ years. Transit is required to spend a specific percentage of all federal dollars received on safety and security. Signage of all surveillance is visible in all areas.

4. Next Transit Commission Meeting: Wednesday, April 19, 2023 at 8:15 a.m.

F. ADJOURNMENT.

Moved by Ald. Randy Scannell, seconded by Commissioner Kevin Kuehn to adjourn at 8:53. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Michael Conley-Kuhagen, Terri Refsguard, No- None, Abstain- None

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # C.2

Approval of the April 19, 2023 Transit Commission Minutes

BACKGROUND

Enclosed are the proposed minutes from the Transit Commission meeting that was held on April 19, 2023.

RECOMMENDATION

Staff recommends the approval of the minutes from April 19, 2023.

FISCAL IMPACT

ATTACHMENTS

1. Transit Commission Minutes 4-19-23

MINUTES OF THE TRANSIT COMMISSION

WEDNESDAY, APRIL 19, 2023, 8:15 AM
TRANSIT
901 University Ave

A. ROLL CALL.

1. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Michael Conley-Kuhagen, Terri Refsguard and Hector Rodriguez

Present: Roger Kolb, Michael Conley-Kuhagen, Hector Rodriguez
Excused: Emily Ysebaert, Randy Scannell, Kevin Kuehn, Terri Refsguard

Chair Roger Kolb called the meeting to order at 8:17 a.m. All action items will be held over to the next meeting, due to lack of quorum.

New Transit Commission member, Hector Rodriguez was welcomed. He thanked everyone for his warm welcome and looks forward to serving on the board.

B. APPROVAL OF THE AGENDA.

1. Approval of April 19, 2023 Transit Commission Agenda

No quorum -tabled until the next meeting.

C. APPROVAL OF MINUTES.

1. Approval of the March 22, 2023 Transit Commission Minutes

No quorum - tabled until the next meeting.

D. REGULAR BUSINESS.

1. Discussion/Action: Incidental Use Request - Greyhound

No quorum - tabled until the next meeting.

2. Discussion regarding the *Green Bay Metro 2024-2028 Transit Development Plan (TDP)* public outreach process, Brown County Planning Commission/Green Bay MPO

Lisa Conard noted that Green Bay Metro and the BCPC/Green Bay MPO conducted a survey as part of the beginning stages of preparing a Transit Development Plan (TDP) for the system. The purpose of the plan is to guide improvements for the next five years. The survey was made available to riders and non-riders during the months of February and March. The survey was available online and hard copies were made available. Respondents also had the opportunity to engage in an online mapping exercise. Staff held two public meetings. A total of 169 online and hard copy surveys were completed. Over 250 comments were received.

Lisa Conard summarized the comments contained in the staff report and continued that it is anticipated that a full draft of the report will be presented to the Transit Commission in October and made available to the public for review, comment and public hearing opportunity. Approval consideration is tentatively scheduled for November 15, 2023.

E. INFORMATIONAL.

1. Operational Reports

Included in your packets were the ridership reports for fixed route, microtransit and paratransit. Staff is seeing an increase in ridership on fixed route and microtransit. The GBM On Demand is averaging 14-15 minute wait times.

Director Kiewiz gave a brief overview of the Transit Mutual Insurance Corporation Safety Department Accident Analysis Report. She stated safety is our #1 concern and is why Metro invests in an extensive training program.

2. Financial Report

Director Kiewiz provided a brief overview of the revenue and expense reports. Currently, below budget.

Director Kiewiz commented that Baker Tilley will be conducting our Annual Financial Audit and they will do a presentation of the final audit to the commission at the May meeting.

3. Director's Report

Director Kiewiz provided an update:

On April 3rd we celebrated Green Bay Metro's 50th birthday. Metro received great media publicity and public participation.

Director Kiewiz and the maintenance manager will be heading to Minneapolis to attend the APTA Conference next week.

Director Kiewiz traveled to Madison on April 18th for the WIPTA Spring Legislative Day. She met with legislators sharing the importance of transit to our community.

Staff is still working on the triennial review.

4. Next Transit Commission Meeting: Wednesday, May 17, 2023 at 8:15 a.m.

F. ADJOURNMENT.

The Transit Commission meeting ended at 8:52 a.m.

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # D.1

Presentation/Discussion/Action: 2022 Annual Financial Audit

BACKGROUND

Baker Tilly will present the Annual Financial Report for fiscal year 2022.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. 2022 GBM Transit FINANCIAL STATEMENTS 12.31.22 FINAL (05.03.23)
2. 2022 GBM Transit AUDIT REPORTING & INSIGHTS RESULTS 12.31.22 FINAL (05.04.23)

Green Bay Metro Transit

An Enterprise Fund of the
City of Green Bay, Wisconsin

Financial Statements and
Supplementary Information

December 31, 2022 and 2021

Independent Auditors' Report

To the Transit Commission of
Green Bay Metro Transit

Opinion

We have audited the financial statements of Green Bay Metro Transit enterprise fund (Green Bay Metro Transit), of the City of Green Bay, Wisconsin, as of and for the years ended December 31, 2022 and 2021 and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position for Green Bay Metro Transit, of the City of Green Bay, Wisconsin, as of December 31, 2022 and 2021 and the changes in financial position and, where applicable, cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Green Bay Metro Transit and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Green Bay Metro Transit of the City of Green Bay, Wisconsin, are intended to present the financial position, the changes in the financial position and where applicable, cash flows of only the Green Bay Metro Transit. They do not purport to and do not, present fairly the financial position of the City of Green Bay, Wisconsin, as of December 31, 2022, and 2021, and the changes in financial position, or cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Green Bay Metro Transit's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. Our opinion on the financial statements is not affected by this missing information.

Baker Tilly US, LLP

Madison, Wisconsin
May 1, 2023

Statements of Net Position
December 31, 2022 and 2021

	2022	2021
Assets		
Current Assets		
Cash	$ 554,721	$ 3,927,069
Receivables:		
Capital assistance, federal and state	2,584,193	-
Operating assistance, federal and state	951,845	-
Customer accounts receivable	145,960	169,448
Due from other governments		
Inventories	318,851	269,105
Total current assets	4,555,570	4,365,622
Noncurrent Assets		
Net pension asset	1,291,601	1,204,982
Capital assets:		
Land	1,064,643	1,064,643
Plant in service (at cost)	24,388,099	22,792,675
Construction work in progress	1,273,059	584,638
Accumulated depreciation	(13,871,719)	(13,747,153)
Total noncurrent assets	14,145,683	11,899,785
Total assets	18,701,253	16,265,407
Deferred Outflows of Resources		
Deferred outflows related to pension	3,045,513	2,176,565
Liabilities		
Current Liabilities		
Accounts payable	1,905,874	1,543,768
Accrued liabilities	162,232	140,035
Unearned revenue	73,197	73,846
Compensated absences	109,850	120,333
Total current liabilities	2,251,153	1,877,982
Noncurrent Liabilities		
Advances from Municipalities for working capital	1,494,221	1,494,221
Compensated absences	156,027	240,111
Total noncurrent liabilities	1,650,248	1,734,332
Total liabilities	3,901,401	3,612,314
Deferred Inflows of Resources		
Deferred inflows related to pension	3,815,237	2,959,553
Net Position		
Net investment in capital assets	12,854,082	10,694,803
Restricted, pension	1,291,601	1,204,982
Unrestricted	(115,555)	(29,680)
Net position	$ 14,030,128	$ 11,870,105

See notes to financial statements

Green Bay Transit

Statements of Revenues, Expenses and Changes in Net Position
December 31, 2022 and 2021

	2022	2021
Operating Revenues		
Passenger fares for transit service	$ 483,203	$ 408,665
Special fares	241,519	273,901
Paratransit program fares	222	159
Nontransportation revenue:		
Advertising	121,997	96,134
Partnerships	226,452	191,922
Other	24,682	50,567
Total operating revenues	1,098,075	1,021,348
Operating Expenses		
Salaries and wages	2,664,233	2,474,486
Employee fringe benefits	1,312,747	1,214,430
Contractual services	369,963	330,276
Fuel	490,776	292,274
Materials and supplies, tires and tubes	32,303	31,078
Materials and supplies, other	505,005	399,178
Heat, light, and power	119,529	92,948
Insurance and taxes	120,854	117,922
Paratransit program	546,668	556,901
Microtransit program	1,074,880	830,244
Equipment replacement, repairs and leases	129,266	156,009
Depreciation	1,382,007	1,394,837
Other	58,372	35,515
Total operating expenses	8,806,603	7,926,098
Operating loss	(7,708,528)	(6,904,750)
Nonoperating Revenues (Expenses)		
Interest income (expense)	(4,604)	2,139
Federal operating assistance	2,911,340	2,429,953
State operating assistance	2,366,052	2,431,972
Local operating assistance	1,008,662	632,664
Other state payments - 85.21 funds	22,640	-
Gain (loss) on disposal of capital assets	7,200	11,311
Total nonoperating revenues (expenses)	6,311,290	5,508,039
Loss before contributions and transfers	(1,397,238)	(1,396,711)
Transfer in, Municipality, Capital	185,480	41,756
Capital Contributions, Federal Grants	1,445,781	479,611
Capital Contributions, State Grants	1,926,000	-
Change in net position	2,160,023	(875,344)
Net Position, Beginning	11,870,105	12,745,449
Net Position, Ending	$ 14,030,128	$ 11,870,105

See notes to financial statements

	2022	2021
Cash Flows From Operating Activities		
Received from customers	$ 1,120,914	$ 1,077,191
Paid to suppliers for goods and services	(2,970,517)	(3,311,801)
Paid to employees for services	(3,976,980)	(3,688,916)
Cash flows from operating activities	(5,826,583)	(5,923,526)
Cash Flows From Noncapital Financing Activities		
Operating subsidies received, local	671,670	92,992
Other payments received, state	22,640	-
Operating subsidies received, state	2,366,052	2,431,972
Operating subsidies received, federal	1,959,495	3,779,953
Cash flows from noncapital financing activities	5,019,857	6,304,917
Cash Flows From Capital and Related Financing Activities		
Acquisition and construction of capital assets	(6,125,479)	(521,366)
State capital assistance	1,926,000	-
Local capital assistance	185,480	41,756
Federal capital assistance	1,445,781	479,611
Proceeds received on sale of capital assets	7,200	11,311
Cash flows from capital and related financing activities	(2,561,018)	11,312
Cash Flows From Investing Activities		
Investment income (expenses)	(4,604)	2,139
Net change in cash and cash equivalents	(3,372,348)	394,842
Cash and Cash Equivalents, Beginning	3,927,069	3,532,227
Cash and Cash Equivalents, Ending	$ 554,721	$ 3,927,069

Noncash Capital and Financing Activities
None

See notes to financial statements

	2022	2021
Reconciliation of Operating Loss to Cash Flows From Operating Activities		
Operating loss	$ (7,708,528)	$ (6,904,750)
Noncash items included in operating loss:		
Depreciation	1,382,007	1,394,837
Change in assets and liabilities:		
Accounts receivable	23,488	63,425
Inventories	(49,746)	(12,546)
Accounts payable	699,098	(275,670)
Accrued liabilities	22,197	27,184
Unearned revenue	(649)	(7,582)
Compensated absences	(94,567)	8,823
Pension related deferrals and assets	(99,883)	(217,247)
Net cash flows from operating activities	$ (5,826,583)	$ (5,923,526)

1. Summary of Significant Accounting Policies

The financial statements of Green Bay Transit (Metro) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by transit are described below:

Reporting Entity

Green Bay Transit, an enterprise fund of the City of Green Bay, Wisconsin (City), provides services to the cities of Green Bay and De Pere and the Villages of Ashwaubenon, Allouez and Bellevue. Each has agreed to finance the annual operating loss after applying federal and state aids in an amount equal to its share of bus mileage to total bus mileage. The total of each one's share of the current year-end operating loss is recorded as local operating assistance revenue in the financial statements. The transit is governed by the Transit Commission which consists of a City Council member and citizen representatives.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

Metro is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

Deposits and Investments

For purposes of the statement of cash flows, cash and cash equivalents have original maturities of three months or less from the date of acquisition.

Investment of Metro funds is restricted by state statutes. Investments are limited to:

- Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
- Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district, the University of Wisconsin Hospitals and Clinics Authority or the Wisconsin Aerospace Authority.

- Bonds or securities issued or guaranteed by the federal government.
- The local government investment pool.
- Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
- Securities of an open end management investment company or investment trust, subject to various conditions and investment options.
- Repurchase agreements with public depositories, with certain conditions.

Metro is included in the City's investment policy which follows the state statutes for allowable investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices or similar information. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statements as increases or decreases in investment income. Fair values may have changed significantly after year-end.

Accounts Receivable

Metro considers receivables from government units to be fully collectible; accordingly, no allowance for doubtful accounts from governmental units is presented.

Inventories

Materials and supplies are generally used for operation and maintenance work, not for resale. They are valued at lower of cost or market utilizing the weighted average method and charged to operation and maintenance expense when used.

Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms, investments are reported at fair value.

Capital Assets

Capital assets are defined by Metro as assets with an initial, individual cost of at least $5,000 and an estimated useful life in excess of five years.

Additions to and replacements of transit capital assets are recorded at original cost, which includes material, labor, overhead and an allowance for the cost of funds used during construction when significant. The cost of renewals and betterments relating to retirement units is added to capital asset accounts. The cost of property replaced, retired or otherwise disposed of, is deducted from capital asset accounts and, generally, together with removal costs less salvage, is charged to accumulated depreciation. The provision for depreciation shown in the financial statements results from the application of straight-line rates to original costs.

A summary of depreciation lives follows:

	Years
Buildings and improvements	15 - 40
Machinery and equipment	3 - 15

Deferred Outflow of Resources

A deferred outflow of resources represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until that future time.

Compensated Absences

It is Metro's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with employee handbook policies. All vacation and sick leave is accrued when incurred in the financial statements.

Employees earn varying amounts of vacation based on years of service. Vacation time is accrued throughout the year. This liability is reported as a current liability on the statements of net position.

Other Liabilities

Other accrued liabilities represent accrued payroll and related benefits at year end.

Deferred Inflows of Resources

A deferred inflow of resources represents an acquisition of net position that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

Revenues and Expenses

Revenue Recognition

Metro distinguishes *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services. The principal operating revenues of the transit system are charges to customers for services. In addition, the transit system also receives operating subsidies from state, local and federal governments. Operating expenses include the cost of services, administrative expenses and depreciation on capital assets. Other revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Charges for Services

Metro fares are recorded as revenue continuously through the year. Current fares were made effective January 1, 2020 as approved by the Green Bay Transit Commission. Unearned revenues represents an estimate of tickets and passes purchased by agencies and other organizations that are not yet redeemed.

Capital Contributions

Metro has received federal, state, local and other grants to pay a portion of the costs of capital assets or capital associated maintenance items. The value of property contributed to Metro is reported as revenues on the statement of revenues, expenses and statement of net position.

Effect of New Accounting Standards on Current Period Financial Statements

The Governmental Accounting Standards Board (GASB) has approved the following:

- Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*
- Statement No. 96, *Subscription-Based Information Technology Arrangements*
- Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*
- Statement No. 99, *Omnibus 2022*
- Statement No. 100, *Accounting Changes and Error Corrections - an Amendment of GASB Statement No. 62*
- Statement No. 101, *Compensated Absences*

Comparative Data

Certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

2. Deposits and Investments

Generally accepted accounting principles require the disclosure of Metro's cash and investment balances and their applicable investment insurance coverage. Metro's cash and investments are commingled with the entire City; therefore, individual fund bank balances cannot be determined. Please refer to the Citywide statements for further information.

3. Changes in Capital Assets

A summary of changes in Metro capital assets for 2022 and 2021 follows:

	Balance 1/1/22	Additions	Retirements	Adjustments	Balance 12/31/22
Capital assets, not being depreciated:					
Land	$ 1,064,643	$ -	$ -	$ -	$ 1,064,643
Capital assets being depreciated:					
Buildings and improvements	6,693,395	169,893	-	145,622	7,008,910
Improvements other than buildings	99,513	-	-	-	99,513
Fare equipment	715,683	130,947	-	439,016	1,285,646
Revenue vehicles	13,894,473	1,928,164	1,247,993	167,348	14,741,993
Service vehicles	181,014	18,710	-	(44,646)	155,078
Fuel holders, processors and accessories	245,734	-	-	-	245,734
Communications equipment	623,461	20,514	-	-	643,975
Machinery and equipment	339,401	-	9,448	(122,703)	207,250
Total capital assets being depreciated	22,792,675	2,268,228	1,257,441	584,637	24,388,099
Construction in progress	584,638	1,273,059	-	(584,638)	1,273,059
Total capital assets	24,441,956	3,541,287	1,257,441	(1)	26,725,801
Less accumulated depreciation	(13,747,153)	(1,382,007)	1,257,441	-	(13,871,719)
Net Metro system plant	$ 10,694,803				$ 12,854,082

	Balance 1/1/21	Additions	Retirements	Adjustments	Balance 12/31/21
Capital assets, not being depreciated:					
Land	$ 1,064,643	$ -	$ -	$ -	$ 1,064,643
Capital assets being depreciated:					
Buildings and improvements	6,561,515	-	-	-	6,693,395
Improvements other than buildings	64,625	-	-	-	99,513
Fare equipment	721,712	-	6,029	-	715,683
Revenues vehicles	13,805,817	-	-	-	13,894,473
Service vehicles	168,157	-	13,079	-	181,014
Fuel holders, processors and accessories	245,734	-	-	-	245,734
Communications equipment	577,993	45,468	-	-	623,461
Machinery and equipment	323,123	62,756	19,191	-	339,401
Total capital assets being depreciated	22,468,676	108,224	38,299	-	22,792,675
Construction in progress	171,496	413,142	-	-	584,638
Total capital assets	23,958,889	521,366	38,299	-	24,441,956
Less accumulated depreciation	(12,390,615)	(1,394,837)	38,299	-	(13,747,153)
Net Metro system plant	$ 11,568,274				$ 10,694,803

4. Advances From Municipalities

Each municipality/tribe serviced by Metro has agreed to share in the annual net operating loss on a basis equal to its share of mileage to total bus mileage. The method for funding operations is to request advance funding from each municipality for its pro-rate share of the budgeted operating loss on a monthly or quarterly basis. At year-end, each municipality's share of the actual operating loss is calculated and the municipality is either issued a refund or billed an additional amount. Each municipality has also advanced cash to the Metro for working capital. An analysis of advances from municipalities held for working capital on December 31, 2022 and 2021 is as follows.

	City of Green Bay	City of De Pere	Village of Ashwaubenon	Village of Allouez	Village of Bellevue	Oneida Tribe of Indians	Total
Long-term advances held for working capital	$ 982,190	$ 96,119	$ 176,764	$ 96,468	$ 4,340	$ 138,340	$ 1,494,221

5. Net Position

GASB No. 34 requires the classification of net position into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds. As of December 31, 2022 and 2021, Metro does not have any outstanding debt.

Restricted – This component of net position consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. As of December 31, 2022, Metro has a restricted net position for the pension asset.

Unrestricted Net Position – The component of net position consist of net position that does not meet the definition of *restricted* or *net investment in capital assets.*

When both restricted and unrestricted resources are available for use, it is Metro's policy to use restricted resources first, then unrestricted resources as they are needed.

6. Employee Retirement System

Plan Description: The WRS is a cost-sharing multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011 expected to work at least 1,200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at http://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

Vesting: For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Benefits Provided: Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and State executive participants, if hired on or before December 31, 2016) are entitled to retirement benefit based on a formula factor, their average earnings and creditable service.

Final average earnings is the average of the participant's three highest earnings period. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at age 55 (50 for protective occupation employees) and receive an actuarially reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

Post-Retirement Adjustments: The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the floor) set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Years	Core Fund Adjustment	Variable Fund Adjustment
2012	(7.0) %	(7.0) %
2013	(9.6)	9.0
2014	4.7	25.0
2015	2.9	2.0
2016	0.5	(5.0)
2017	2.0	4.0
2018	2.4	17.0
2019	0.0	(10.0)
2020	1.7	21.0
2021	5.1	13.0

Contributions: Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers and executives and elected officials. Starting January 1, 2016, the Executives and Elected Officials category merged into the General Employee category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

The WRS recognized $189,236 and $217,143 in contributions from the Utility during the current and prior reporting periods, respectively.

Contribution rates for the plan year reported as of December 31, 2022 and December 31, 2021 are:

	2022		2021	
	Employee	Employer	Employee	Employer
General (including executives and elected officials)	6.75 %	6.75 %	6.75 %	6.75 %
Protective with Social Security	6.75 %	11.75 %	6.75 %	11.65 %
Protective without Social Security	6.75 %	16.35 %	6.75 %	16.25 %

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2022, the Utility reported a liability (asset) of $(1,291,601) for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2021, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2020 rolled forward to December 31, 2021. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net pension liability (asset) was based on the Utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2021, the Village of BT's proportion was 0.006013199%, which was an increase of 0.000019547% from its proportion measured as of December 31, 2020.

At December 31, 2021, the Utility reported a liability (asset) of $(1,204,982) for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2020, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2019 rolled forward to December 31, 2020. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net pension liability (asset) was based on the Utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2020, the Village of BT's proportion was 0.59936518%, which was an increase of 0.00031779% from its proportion measured as of December 31, 2019.

For the years ended December 31, 2022 and 2021, the Metro recognized pension expense of $99,883 and $217,247, respectively.

At December 31, 2022, the Metro reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Green Bay Metro Deferred Outflows of Resources	Green Bay Metro Deferred Inflows of Resources
Differences between expected and actual experience	$ 2,593,877	$ 325,065
Changes in assumption	255,052	-
Net differences between project and actual earnings on pension plan	-	3,487,082
Changes in proportion and differences between employer contributions and proportionate share of contributions	1,583	3,090
Employer contributions subsequent to the measurement date	195,001	-
Total	$ 3,045,513	$ 3,815,237

At December 31, 2021, the Metro reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Green Bay Metro Deferred Outflows of Resources	Green Bay Metro Deferred Inflows of Resources
Differences between expected and actual experience	$ 1,950,583	$ 485,472
Changes in assumption	36,702	-
Net differences between project and actual earnings on pension plan	-	2,469,782
Changes in proportion and differences between employer contributions and proportionate share of contributions	44	4,299
Employer contributions subsequent to the measurement date	189,236	-
Total	$ 2,176,565	$ 2,959,553

Deferred outflows related to pension resulting from the WRS Employer's contributions subsequent to the measurement date reported in the tables above will be recognized as a reduction of the net pension liability (asset) in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Years ending December 31:	
2023	$ (82,534)
2024	(474,207)
2025	(208,271)
2026	(199,713)
2027	-
Thereafter	-
Total	$ (964,725)

Actuarial Assumptions: The total pension liability in the actuarial valuation used in the current and prior year was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	2022	2021
Actuarial valuation date	December 31, 2020	December 31, 2019
Measurement date of net pension liability (asset)	December 31, 2021	December 31, 2020
Actuarial cost method	Entry Age Normal	Entry Age Normal
Asset valuation method	Fair Value	Fair Value
Long-term expected rate of return	6.8%	7.0%
Discount rate	6.8%	7.0%
Salary increases		
Inflation	3.0%	3.0%
Seniority/Merit	0.1% - 5.6%	0.1% - 5.6%
Mortality	2020 WRS Experience Mortality Table	Wisconsin 2018 Mortality Table
Post-retirement adjustments *	1.7%	1.9%

* *No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. The percentages listed above are the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.*

Long-Term Expected Return on Plan Assets: The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class as of December 31, 2022 are summarized in the following table:

Core Fund Asset Class	Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Global Equities	52 %	6.8 %	4.2 %
Fixed Income	25	4.3	1.8
Inflation Sensitive Assets	19	2.7	0.2
Real Estate	7	5.6	3.0
Private Equity/Debt	12	9.7	7.0
Multi-Asset	4	5.8	3.3
Total Core Fund	115	6.6	4.0
Variable Fund Asset Class			
U.S. Equities	70	6.3	3.7
International Equities	30	7.2	4.6
Total Variable Fund	100	6.8	4.2

Asset Allocations are managed within established ranges; target percentages may differ from actual monthly allocations.

New England Pension Consultants Long-Term U.S. CPI (Inflation) Forecast: 2.5%.
Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. This results in an asset allocation beyond 100%. Currently, an asset allocation target of 15% policy leverage is used subject to an allowable range of up to 20%.

The target allocation and best estimates of arithmetic real rates of return for each major asset class as of December 31, 2021 are summarized in the following table:

Core Fund Asset Class	Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Global Equities	51 %	7.2 %	4.7 %
Fixed Income	25	3.2	0.8
Inflation Sensitive Assets	16	2.0	(0.4)
Real Estate	8	5.6	3.1
Private Equity/Debt	11	10.2	7.6
Multi-Asset	4	5.8	3.3
Total Core Fund	115	6.6	4.1
Variable Fund Asset Class			
U.S. Equities	70	6.6	4.1
International Equities	30	7.4	4.9
Total Variable Fund	100	7.1	4.6

New England Pension Consultants Long-Term U.S. CPI (Inflation) Forecast: 2.4%.

Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

Single discount rate: A single discount rate of 6.80% and 7.00% was used to measure the total pension liability as of December 31, 2022 and December 31, 2021, respectively. As of December 31, 2022, this single discount rate was based on the expected rate of return on pension plan investments of 6.80% and a long term bond rate of 1.84%. As of December 31, 2021, the single discount rate was based on the expected rate of return on pension plan investments of 7.00% and a long term bond rate of 2.0%. (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2021 and 2020, respectively. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.) Because of the unique structure of WRS, the 6.80% (7.00% for 2021) expected rate of return implies that a dividend of approximately 1.7% (1.9% for 2021) will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Utility's proportionate share of the net pension liability (asset) to changes in the discount rate: The following presents the Utility's proportionate share of the net pension liability (asset) calculated using the current discount rate, as well as what the Utility's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate.

The sensitivity analysis as of December 31, 2022 follows:

	2022		
	1% Decrease to Discount Rate (6.00%)	**Current Discount Rate (7.00%)**	**1% Increase to Discount Rate (8.00%)**
Green Bay Metro's proportionate share of the net position liability (asset)	$ 928,560	$ (1,291,601)	$ (2,918,977)

The sensitivity analysis as of December 31, 2021 follows:

	2021		
	1% Decrease to Discount Rate (6.00%)	**Current Discount Rate (7.00%)**	**1% Increase to Discount Rate (8.00%)**
Green Bay Metro's proportionate share of the net position liability (asset)	$ 1,068,537	$ (1,204,982)	$ (2,731,932)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at http://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

7. Risk Management (Commercial/Self Insurance)

Metro is exposed to various risks of loss related to torts; theft of, damage to or destruction of assets; errors and omissions; worker's compensation; and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded the commercial liability in any of the past three years. There were no significant reductions in coverage compared to the prior year.

Transit Mutual Insurance Corporation of Wisconsin (TMi)

Transit Mutual Insurance Corporation of Wisconsin (TMi) is a municipal mutual insurance corporation, which insures auto liability and vehicle physical damage for municipally-owned transit systems in Wisconsin. Each insured property is an owner of the mutual insurance corporation. The City insures its transit systems' auto liability and physical damage with TMi and is an owner of the corporation.

Effective June 1, 2016, TMi issued to the City an auto liability insurance policy with a combined single limit coverage of $10,000,000. In addition, the City's policy provides for $25,000 per person and $50,000 per accident in uninsured motorist insurance.

The physical damage policy issued by TMi to the City provides collision and comprehensive coverage for the lesser of the agreed value or the cost of repairs minus a $500 per accident deductible for private passenger and service units and a $1,000 per accident deductible for bus units.

Management of TMi consists of a board of directors comprised of one representative for each member. The City does not exercise any control over the activities of the corporation beyond its representation on the board of directors.

Premiums are determined in advance of each premium year, which begins on January 1. TMi is an assessable mutual; accordingly, the board of directors may require that supplemental contributions be made by members to ensure adequate funds are available to meet the obligations applicable to the premium year. Members are required by Wisconsin statute and TMi bylaws to fund any deficit attributable to a premium year during which they were a member. TMi was incorporated in 1985 and began issuing insurance policies in 1986; there has never been a member assessment beyond the annual premiums.

Metro's share of this corporation is 6.35% for auto liability and 14.85% of physical damage liability. A list of the other members and their share of participation is available in the TMi report, which is available from TMi, PO Box 1135, Appleton, WI 54915-1483 or by email from tmi@transitmutual.com.

8. Commitments and Contingencies

Grants

Metro has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed under terms of the grants. Management believes such disallowances, if any, would be immaterial.

9. Subsequent Events

Metro evaluated subsequent events through the date that the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Proportionate Share of the Net Pension Liability (Asset) - Wisconsin Retirement System
Year Ended December 31, 2022

Fiscal Year Ending	Proportion of the Net Pension Liability	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/22	0.60131988%	$ (1,291,601)	$ 2,803,496	72.65%	106.02%
12/31/21	0.59936518%	(1,204,982)	3,216,933	58.02%	105.26%
12/31/20	0.59904739%	(728,185)	3,592,716	-20.27%	102.96%
12/31/19	0.02230086%	793,395	3,538,433	22.42%	96.45%
12/31/18	0.02203803%	(654,335)	3,336,388	19.61%	102.93%
12/31/17	0.02178115%	179,531	3,191,288	5.63%	99.12%
12/31/16	0.01930818%	313,750	3,229,044	9.72%	98.20%
12/31/15	0.02112949%	(519,000)	3,403,629	15.25%	102.74%

Schedule of Employer Contributions - Wisconsin Retirement System
Year Ended December 31, 2022

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
12/31/22	$ 195,001	$ (195,001)	$ -	$ 3,000,015	6.50%
12/31/21	189,236	(189,236)	-	2,803,496	6.75%
12/31/20	217,143	(217,143)	-	3,216,933	6.75%
12/31/19	235,323	(235,323)	-	3,592,716	6.55%
12/31/18	237,076	(237,076)	-	3,538,433	6.70%
12/31/17	226,874	(226,874)	-	3,336,388	6.80%
12/31/16	210,625	(210,625)	-	3,191,288	6.60%
12/31/15	219,575	(219,575)	-	3,229,044	6.80%

Changes of benefit terms . There were no changes of benefit terms for any participating employer in WRS.

Changes of assumptions .

	2015 - 2018	2019 - 2021	2022
Long-term expected rate of return	7.2%	7.0%	6.8%
Discount rate	7.2%	7.0%	6.8%
Salary increases			
Inflation	3.2%	3.0%	3.0%
Seniority/Merit	0.2% - 5.6%	0.1% - 5.6%	0.1% - 5.6%
Mortality	Wisconsin 2012 Mortality Table	Wisconsin 2018 Mortality Table	2020 WRS Experience Mortality Table
Post-retirement adjustments	2.10%	1.90%	1.70%

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

bakertilly

Reporting and insights from 2022 audit:

Green Bay Metro Transit

December 31, 2022

Executive summary

May 1, 2023

To the Transit Commission
Green Bay Metro Transit

We have completed our audit of the financial statements of Green Bay Metro Transit (Metro) for the year ended December 31, 2022, and have issued our report thereon dated May 1, 2023. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of your Metro's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

Additionally, we have included information on key risk areas Metro should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

- Jodi Dobson, Partner: jodi.dobson@bakertilly.com or +1 (608) 240 2469
- Jodel Wogou, Senior Associate: jodel.wogou@bakertilly.com or +1 (608) 240 2429

Sincerely,

Baker Tilly US, LLP

Jodi L. Dobson

Jodi Dobson, Partner

Responsibilities

Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of the Metro's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Transit Commission:
  - Are free from material misstatement
  - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Considering internal control over compliance with requirements that could have a direct and material effect on major federal [and major state] programs to design tests of both controls and compliance with identified requirements
- Forming and expressing an opinion based on our audit in accordance with OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and *State Single Audit Guidelines* about the entity's compliance with requirements described in the *OMB Compliance Supplement* and *State Single Audit Guidelines* that could have a direct and material effect on each of its major federal and state programs.
- Our audit does not relieve management or the Transit Commission of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Transit Commission, including:

- Internal control matters
- Qualitative aspects of Metro's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

Audit status

Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.

Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of Metro and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates
- Implementation of new accounting standards

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the Metro's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk, but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Capital assets including infrastructure	Net position calculations	Financial reporting and required disclosures

Internal control matters

We considered the Metro's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the Metro's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We identified the following deficiencies as material weaknesses:

- **Financial statement close process**

  Properly designed systems of internal control provide your organization with the ability to process and record accurate monthly and year-end transactions and annual financial reports.

  Our audit includes a review and evaluation of the internal controls relating to financial reporting. Common attributes of a properly designed system of internal control for financial reporting are as follows:

  - There is adequate staffing to prepare financial reports throughout the year and at year-end.
  - Material misstatements are identified and corrected during the normal course of duties.
  - Complete and accurate financial statements, including footnotes, are prepared.
  - Complete and accurate schedule of expenditures of federal and state awards is prepared.
  - Financial reports are independently reviewed for completeness and accuracy.

Our evaluation of the internal controls over financial reporting has identified control deficiencies that are considered material weakness surrounding the preparation of financial statements and footnotes, adjusting journal entries identified by the auditors, and an independent review of financial reports.

Management has not prepared financial statements that are in conformity with generally accepted accounting principles. Any observations or recommendations related to city-wide systems and processes are provided at a city-wide level.

Required communications

Qualitative aspect of accounting practices

- Accounting policies: Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by Metro are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2022. We noted no transactions entered into by the Metro during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.

- Accounting estimates: Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Accrued compensated absences	Evaluation of hours earned and accumulated in accordance with employment policies and average wage per hour rates	Reasonable in relation to the financial statements as a whole
Net pension liability and related deferrals	Evaluation of information provided by the Wisconsin Retirement System (modify as necessary)	Reasonable in relation to the financial statements as a whole
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole

  There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- Financial statement disclosures: The disclosures in the financial statements are neutral, consistent and clear.

Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the Metro or that otherwise appear to be unusual due to their timing, size or nature.

Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate misstatements identified during the audit, other than those that are clearly trivial and to communicate accumulated misstatements to management.

Any adjustments identified during the audit process have been included in the financial statements. None of the adjustments we identified were material.

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Metro's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The attachments include copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the Metro's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the Metro that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the Metro's related parties.

Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Adjusting journal entries
- Preparation of fixed asset depreciation schedule

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

Audit committee resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at https://www.bakertilly.com/insights/audit-committee-resource- page.

Management representation letter

Green Bay METRO

Green Bay Metro Transit
901 University Avenue
Green Bay, Wisconsin 54302-1013
www.greenbaymetro.org

Phone 920.448.3450
Fax 920.448.3461

May 1, 2023

Baker Tilly US, LLP
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the Green Bay Transit Authority as of December 31, 2022 and 2021 and for the years then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Green Bay Transit Authority and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter.

2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the transit required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.

3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

5) Significant assumptions we used in making accounting estimates, if any, are reasonable.

6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted in the United States of America.

7) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.

8) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal and state awards.

9) We are not aware of any known actual, possible, pending, or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with accounting principles generally accepted in the United States of America, or which would affect federal or state award programs, and we have not consulted a lawyer concerning litigation, claims, or assessments.

10) Guarantees, whether written or oral, under which the Commission is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

11) We have provided you with:

a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.

b) Additional information that you have requested from us for the purpose of the audit.

c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

d) Minutes of the meetings of the Commission or summaries of actions of recent meetings for which minutes have not yet been prepared.

e) All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with, or deficiencies in, financial reporting practices.

f) All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.

g) Access to all audit or relevant monitoring reports, if any, received from funding sources.

12) We have disclosed to you results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

13) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

a) Management,

b) Employees who have significant roles in internal control, or

c) Others where the fraud could have a material effect on the financial statements.

14) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.

15) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.

16) We have disclosed to you all known related parties and all the related party relationships and transactions of which we are aware.

Other

17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

18) We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that you have reported to us.

19) We have a process to track the status of audit findings and recommendations.

20) We have identified to you any previous financial audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

21) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for our report.

22) The Commission has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

23) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities.

24) There are no:

a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.

b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.

c) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.

25) In regards to the nonattest services performed by you listed below, we have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.

a) Financial statement preparation

b) Adjusting journal entries

c) Preparation of fixed asset depreciation schedule

None of these non-attest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

26) The Green Bay Transit Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

27) The Green Bay Transit Authority has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.

28) Components of net position (net investment in capital assets; restricted; and unrestricted) are properly classified and, if applicable, approved.

29) The Green Bay Transit Authority has no derivative financial instruments such as contracts that could be assigned to someone else or net settled, interest rate swaps, collars or caps.

30) Provisions for uncollectible receivables, if any, have been properly identified and recorded.

31) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

32) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).

33) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.

34) We have appropriately disclosed the Green Bay Transit Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy.

35) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

36) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.

37) We do not intend to make frequent amendments to our pension or other post retirement benefit plans.

38) Receivable recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

39) The auditing standards define an annual report as "a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity's operations and the entity's financial results and financial position as set out in the financial statements." Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditor's report thereon. Metro does not prepare an annual report.

40) With respect to federal and state award programs:

    a) We are responsible for understanding and complying with and have complied with the requirements of the Single Audit Act Amendments of 1996, *OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *State Single Audit Guidelines,* including requirements relating to preparation of the schedule of expenditures of federal and state awards (SEFSA).

b) We acknowledge our responsibility for presenting the SEFSA in accordance with the requirements of the Uniform Guidance and the State Single Audit Guidelines, and we believe the SEFSA, including its form and content, is fairly presented in accordance with the Uniform Guidance and the *State Single Audit Guidelines*. The methods of measurement and presentation of the SEFSA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFSA.

c) If the SEFSA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFSA no later than the date we issue the SEFSA and the auditors' report thereon.

d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance and the *State Single Audit Guidelines* and included in the SEFSA, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

e) We are responsible for understanding and complying with, and have complied with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal and state programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal and state program.

f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal and state programs that provide reasonable assurance that we are administering our federal and state awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal and state programs. We believe the internal control system is adequate and is functioning as intended. Also, no changes have been made in the internal control over compliance or other factors to the date of this letter that might significantly affect internal control, including any corrective action taken with regard to control deficiencies reported in the schedule of findings and questioned costs.

g) We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal or state agencies or pass-through entities relevant to the programs and related activities.

h) We have received no requests from a federal or state agency to audit one or more specific programs as a major program.

i) We have complied with the direct and material compliance requirements including when applicable, those set forth in the OMB Compliance Supplement and the State Single Audit Guidelines, relating to federal and state awards.

j) We have disclosed any communications from grantors and pass-through entities disclosed to you results of our including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.

k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation agreements, and internal or external monitoring that directly relate to the objectives of the compliance audit, if any, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.

l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in the Uniform Guidance.

m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

n) We have made available to you all documentation related to the compliance with the direct and material compliance requirements, including information related to federal and state program financial reports and claims for advances and reimbursements.

o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.

p) We are not aware of any instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.

q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.

r) Federal and state program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.

s) The copies of federal and state program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal and state agency or pass-through entity, as applicable.

t) We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of the Uniform Guidance and the *State Single Audit Guidelines*.

u) We have taken appropriate action, including issuing management decisions, on a timely basis after receipt of subrecipients' auditors' reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements to ensure that subrecipients have taken the appropriate and timely corrective action on findings.

v) We have considered the results of subrecipient audits and made any necessary adjustments to our books and records.

w) We have charged costs to federal and state awards in accordance with applicable cost principles.

x) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and the *State Single Audit Guidelines* and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions.

y) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

z) We are responsible for preparing and implementing a corrective action plan for each audit finding.

aa) We have disclosed to you all contracts or other agreements with our service organizations, and we have disclosed to you all communications from the service organization relating to noncompliance at the service organizations.

Sincerely,

Green Bay Transit Authority

Signed: ______________________

Signed: ______________________

Signed: ______________________

Client service team

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Accounting changes relevant to Metro

Future accounting standards update

GASB Statement Number	Description	Potentially Impacts you	Effective Date
94	Public-Private and Public-Public Partnerships and Availability Payment Arrangements	✓	12/31/23
96	Subscription-Based Information Technology Arrangements	✓	12/31/23
99	Omnibus 2022	✓	12/31/23
100	Accounting Changes and Error Corrections	✓	12/31/24
101	Compensated Absences	✓	12/31/24

Further information on upcoming GASB pronouncements.

Determining if GASB 94 applies for your organization

GASB 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* provides guidance related to public-private and public-public partnerships (PPP) and availability payment arrangements (APA).

A PPP is an arrangement in which an entity contracts with an operator to provide public services by conveying control of the right to operate or use infrastructure or other capital asset. A common example of PPP is a service concession arrangement.

An APA is an arrangement in which an entity compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an asset.

The Metro should start to identify any contracts that could meet either definition to ensure they are reviewed for applicability and accounted for correctly when the standard is effective. Initial steps include reviewing contracts that didn’t meet the definition of a lease under GASB 87 and identifying any other agreements where the organization contracts with or partners with another entity to provide services.

Future accounting for subscription-based IT arrangements

Subscription-based IT arrangements include contracts that convey control of the right to use another party's IT software. It would not include any licensing arrangements that provide a perpetual license, which would still be accounted for as an intangible asset. Subscription-based IT arrangements are becoming more and more popular with IT vendors. This standard mirrors the new lease standard. The Metro will be able to utilize the systems put into place to implement the lease standard to properly account for these contracts. Common examples of these contracts in the utility industry include:

- Leasing space in the cloud
- GIS systems
- SCADA systems
- Some work order or inventory systems as well as some general ledger or billing systems

The Metro should work with its IT department and department managers to determine a population listing of contracts that would fall under this standard to determine the potential future impact to financial reporting.

Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.

b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:

   - Identify types of potential misstatements.
   - Consider factors that affect the risks of material misstatement.
   - Design tests of controls, when applicable, and substantive procedures.

c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs. For audits performed in accordance with *Government Auditing Standards*, our report will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards.*

We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits done in accordance with *Government Auditing Standards*, our report will include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance and, (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

We are very interested in your views regarding certain matters. Those matters are listed here:

a. We typically will communicate with your top level of management unless you tell us otherwise.

b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.

c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.

d. We anticipate that the Metro will receive an unmodified opinion on its financial statements.

e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?

f. Have you had any significant communications with regulators or grantor agencies?

g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

a. The entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?

b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # D.2

Discussion/Action: Incidental Use Request - Greyhound

BACKGROUND

Greyhound has requested access to the transitway for intercity bus use. The request is for two trips per day with a monthly fee of $457. Director Kiewiz will discuss the agreement.

RECOMMENDATION

Staff recommends approving the Incidental Use Request for Greyhound, pending FTA concurrence.

FISCAL IMPACT

ATTACHMENTS

1. Greenbay WI (City) Bus Stop License 4-12-23

BUS STOP AGREEMENT

GREYHOUND LINES, INC. AND

GREEN BAY METRO

THIS AGREEMENT, entered into as of the 1st day of May 2023, by and between GREYHOUND LINES, INC., (hereinafter referred to as "Agreement"), a corporation, and CITY OF GREEN BAY - GREEN BAY METRO SYSTEM (hereinafter referred to as "BUS STOP LICENSOR"), collectively referred to as the Parties.

WHEREAS, Greyhound Lines, Inc. (hereinafter referred to as "Greyhound") offers thruway intercity bus service using contracted motor coach operators; and **WHEREAS,** Greyhound wishes to stop motor coaches at a location provided by BUS STOP LICENSOR described in "Attachment A" (the "Location") in order to board and drop off passengers; and

WHEREAS, BUS STOP LICENSOR will permit Greyhound to stop motor coaches at the Location, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the Parties herein, it is hereby agreed as follows:

(1) Greyhound may stop motor coaches, not to exceed (2) two stops per day, at the Location. Any schedule changes whether to increase or decrease stops must be requested by written thirty (30) day notice to BUS STOP LICENSOR. Such schedule change requests must be approved by BUS STOP LICENSOR before becoming effective.

(2) Greyhound shall pay BUS STOP LICENSOR a fee $ _457_ per month of operation and use of the Location. Fees shall be invoiced (1) one month in advance, and payment shall be due by the first of each month. . It is understood and agreed by and between the Parties that time is of the essence with respect to payment of the monthly fee set forth above. Failure on the part of Greyhound to make

payment in accordance with the terms of this Agreement shall cause this Agreement to automatically terminate.

(3) Greyhound shall present to the City of Green Bay and Green Bay Metro a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of Greyhound by the City of Green Bay and Green Bay Metro is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

(a) $1,000,000 each occurrence limit

(b) $1,000,000 personal injury and advertising injury

(c) $1,000,000 general aggregate

(d) $1,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

(a) Premises and Operations Liability

(b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees, authorized volunteers and the named insured

(c) Personal Injury

(d) Explosion, collapse and underground coverage

(e) Products/Completed Operations

(f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

$100,000 Each Accident

$500,000 Disease Policy Limit

$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, City of Green Bay and Green Bay Metro, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the City of Green Bay and Green Bay Metro must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages. The insurance company, in its endorsement, agrees to waive all

rights of subrogation against the City of Green Bay and Green Bay Metro, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement. * Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City of Green Bay and or Green Bay Metro reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required. * Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

(4) Greyhound hereby agrees to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Greyhound or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay and or Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold

harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the gross negligence, intentional acts or intentional torts, or criminal acts of the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

(5) During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

(6) This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

(7) If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(8) Nothing in this Agreement is intended nor may be construed to create between BUS STOP LICENSOR and Greyhound either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

(9) The term of this AGREEMENT shall begin on May 1, 2023 and shall end on April 30, 2024. The Agreement shall thereafter automatically renew for additional (1) one - year terms. Either Party may

terminate this AGREEMENT by providing sixty (60) days of advance written notice to the other Party.

(10) This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties.

(11) This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the Parties will be deemed to constitute a single, enforceable Contract.

GREYHOUND LINES, INC.		**GREEN BAY METRO**
BY:	______________________	BY: ______________________
	(Signature)	Roger Kolb, Transit Commission Chair
NAME:	______________________	
TITLE:	______________________	BY: ______________________
		Patty Kiewiz – Green Bay Metro Director
DATE:	______________________	DATE: ______________________

ATTACHMENT A

BUS STOP LOCATION

Buses will stop at the Green Bay Metro Transportation Center, in a designated bus slip.

The address is:

901 University Avenue
Green Bay, WI 54302

The location is shown in the aerial photo below:

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # D.3

Discussion/Action: Green Bay Metro's Public Transit Agency Safety Plan (PTASP)

BACKGROUND

Per Federal Transit Administration (FTA) 49 CFR Part 673, Green Bay Metro is required to maintain a Public Transit Agency Safety Plan. This is a working document. Page three (3) of the document summarizes the changes. Modifications and revisions have been made to set 2024 system targets and ensure compliance.

RECOMMENDATION

Staff recommends approval of the Green Bay Metro's Public Transit Agency Safety Plan (PTASP) as modified.

FISCAL IMPACT

ATTACHMENTS

1. GBM - PTASP 2023 DRAFT 4.21 Change log
2. Appendix I - Safety Reporting and Targets 4.21.23 - Fixed Route
3. Appendix I - Safety Reporting and Targets 4.21.23 - Microtransit
4. Appendix I - Safety Reporting and Targets 4.21.23 - Paratransit

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN FOR GREEN BAY METRO

TRANSIT AGENCY INFORMATION

Transit Agency	**Name**			**Address**
	GREEN BAY METRO			901 UNIVERSITY AVE GREEN BAY WI, 54302
Accountable Executive/Chief Safety Officer	**Name**			**Title**
	PATRICIA KIEWIZ			TRANSIT DIRECTOR
Mode(s) of Service Covered by This Plan:			**List All FTA Funding Types (e.g., 5307, 5337, 5339):**	
FIXED ROUTE SERVICE			5307, 5310, 5339	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)				
FIXED ROUTE – DIRECTLY OPERATED				
PARATRANSIT – CONTRACTED				
MICROTRANSIT - CONTRACTED				
Does the agency provide transit services on behalf of another Transit Agency or entity?	**Yes**	**No**	**Description of Arrangement(s)**	
		X		
Transit Agency (ies) or Entity(ies) for Which Service Is Provided	**Name**			**Address**

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

Approval by the Safety Solutions Team	**Name**	**Date of Approval**
	Kyiesha Wilson Starnes -	
	Tom Van Beek -	
	Chris Braatz -	
	Sherry Schuh -	
Signature by the Accountable Executive	**Name**	**Date of Signature**
	PATRICIA KIEWIZ	
	Signature	
Approval by Board of Directors (or Equivalent)	**Approving Entity**	**Date of Approval**
	GREEN BAY TRANSIT COMMISSION	
	Signatures	
	Roger Kolb -	
	Kevin Kuehn -	
	Alderman Randy Scannell -	
	Hector Rodriguez -	
	Emily Ysebaert -	
	Michael Conley-Kuhagen -	
	Terry Refsguard -	
Certification by Accountable Executive of Compliance with Part 673	**Name**	**Date of Signature**
	PATRICIA KIEWIZ	
	Signature	

Green Bay Metro has developed and adopted this Public Transportation Agency Safety Plan (PTASP) to comply with 49 CFR Part 673, the FTA regulation established by Section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which was later re-authorized with the FAST legislation. The FTA Safety Program as defined in 49 U.S.C. § 5329(d) (Section(d) was modified on November 15, 2021, with the signing of The Bipartisan Infrastructure Law. This plan will be reviewed annually and approved by the Green Bay Metro Safety Solutions team, Accountable Executive and the Green Bay Transit Commission upon updating.

ACTIVITY LOG

Version Number and Updates *Complete history of successive versions of this plan*			
Version No.	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1	Entire Document	Creation and adoption of Plan	6/17/2020
2	Entire Document	Edits suggested by PTASP TAC	7/15/2020
3	Section 2.3, Appendices A and I	Inclusion of Operator Assault Risk Mitigations, updated info throughout for current year, updated Appendix I with current info	4/21/2021
4	Pg 2, 12, Appendices	Added Mode of Service, added language about CDC and State health department guidelines, updated various appendices for previous years info, added new IT specialist position to App H	4/7/2022
5	Pgs. 1-3, 7, 11-12	Updated for Bipartisan Infrastructure Bill requirements, expanded definitions of Safety Solutions Team	11/23/2022
6	Pg 2, Appendix I	Updated members of Safety Solutions team and Commission, updated Appendix I with current info	5/17/23

Appendix I - Fixed Route

Safety Performance Target Category - NTD Standards*	2019 Actual	2020 Actual	2021 Actual	2022 Actual	Average	Target for 2023	Target for 2024
Total Number of Fatalities	0	0	0	0	0.00	0	0
Fatality Rate per 100,000 Vehicle Revenue Miles	0	0	0	0	0.00	0	0
Total Number of Reportable Injuries	0	0	0	1	0.20	1	1
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.13	0.00	1	1
Total Number of Reportable Accidents	0	0	1	0	0.25	1	1
Total Number of Reportable Safety Events	0	2	1	1	0.67	1	1
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.27	0.14	0.13	0.09	1	1
Total Number of Major Mechanical System Failures	34	19	19	9	23.20	25	25
Average Distance Between Major Mechanical Failures	35296.85	39534.95	38782.74	84283.22	36215.19	40,000	40,000
Annual Vehicle Revenue Miles	1,200,093	751,164	736,872	758,549	926032	740,000	760,000

Internal Tracking Only:

Number of Employee Injuries	27	8	7	3	12.20	11	8
Number of Preventable** Street Accidents	3	5	6	14	7.20	6	7
Number of Preventable** Yard Accidents	6	4	2	6	5.00	3	4
Number of Non-Preventable Accidents	23	8	6	4	10.20	12	10

TAM Goals:

# of preventable accidents per 100,000 revenue miles	0.75	0.25	0.81		0.62	0.25	
On time performance fixed route	92.7	90.34	90.15		91.06	90%	
Numer of vehicles out of service for 30 or more days	4	3	7		3.75	1	
Missed trips due to major breakdown	6	1	2		6.00	<5	

March of 2020 was onset of COVID-19 causing a reduction in service. Pilot for Microtransit services ran from Aug. 17, 2020 to Aug. 1, 2021.

*Categories are based on NTD reporting standards for major events as defined below:

An Event meeting the reportable event definition AND meeting one or more of the following reporting thresholds;

Reportable Event: A safety or security event occurring: on transit right-of-way or infrastructure, at a transit revenue facility, at a maintenance facility, during a transit related maintenance activity, or involving a transit revenue vehicle. Excluded from this event reporting requirement are: events that occur off transit property where affected persons, vehicles, or objects come to rest on transit property after the event, OSHA events in administrative buildings, deaths that are a result of illness or other natural causes, other events (assault, robbery, non-transit vehicle collisions, etc.) occurring at bus stops or shelters that are not on transit-owned property (unless boarding/alighting at the time), collisions that occur while travelling to or from a transit-related maintenance activity, collisions involving a supervisor car, or other transit service vehicle operating on public roads.)

1. A fatality confirmed within 30 days (including suicide)
2. An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events)
3. Estimated property damage equal to or exceeding $25,000
4. An evacuation for life safety reasons
5. Collisions involving transit roadway revenue vehicles that require towing away of a transit roadway vehicle or other non-transit roadway vehicle

**Preventable is defined as any occurance regardless of liability

Appendix I - Microtransit

Safety Performance Target Category - NTD Standards*	2020 Actual	2021 Actual	2022 Actual	Average	Target for 2023	Target for 2024
Total Number of Fatalities	-	0	0	0.00	0	0
Fatality Rate per 100,000 Vehicle Revenue Miles	-	0	0	0.00	0	0
Total Number of Reportable Injuries	-	0	0	0.00	1	1
Injury Rate per 100,000 Vehicle Revenue Miles	-	0.00	0.00	0.00	1	1
Total Number of Reportable Accidents	-	0	0	0.00	1	1
Total Number of Reportable Safety Events	-	0	0	0.00	1	1
Safety Events per 100,000 Vehicle Revenue Miles	-	0.00	0.00	0.00	1	1
Total Number of Major Mechanical System Failures	-	1	0	1.00	1	1
Average Distance Between Major Mechanical Failures	-	85134.00	#DIV/0!	85134.00	50,000	60,000
Annual Vehicle Revenue Miles	-	85,134	216,049	85134	175,000	175,000

Internal Tracking Only:

Number of Employee Injuries	-	0	0	#DIV/0!	1	0
Number of Preventable** Street Accidents	-	0	0	#DIV/0!	1	0
Number of Preventable** Yard Accidents	-	0	0	#DIV/0!	1	0
Number of Non-Preventable Accidents	-	0	0	#DIV/0!	1	0

March of 2020 was onset of COVID-19 causing a reduction in service. Pilot for Microtransit services ran from Aug. 17, 2020 to Aug. 1, 2021.

*Categories are based on NTD reporting standards for major events as defined below:

An Event meeting the reportable event definition AND meeting one or more of the following reporting thresholds;

Reportable Event: A safety or security event occurring: on transit right-of-way or infrastructure, at a transit revenue facility, at a maintenance facility, during a transit related maintenance activity, or involving a transit revenue vehicle. Excluded from this event reporting requirement are: events that occur off transit property where affected persons, vehicles, or objects come to rest on transit property after the event, OSHA events in administrative buildings, deaths that are a result of illness or other natural causes, other events (assault, robbery, non-transit vehicle collisions, etc.) occurring at bus stops or shelters that are not on transit-owned property (unless boarding/alighting at the time), collisions that occur while travelling to or from a transit-related maintenance activity, collisions involving a supervisor car, or other transit service vehicle operating on public roads.)

1. A fatality confirmed within 30 days (including suicide)
2. An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events)
3. Estimated property damage equal to or exceeding $25,000
4. An evacuation for life safety reasons
5. Collisions involving transit roadway revenue vehicles that require towing away of a transit roadway vehicle or other non-transit roadway vehicle

**Preventable is defined as any occurance regardless of liability

Safety Performance Target Category - NTD Standards*	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	Average	Target for 2023	Target for 2024
Total Number of Fatalities	0	0	0	0	0	0	0	0
Fatality Rate per 100,000 Vehicle Revenue Miles	0	0	0	0	0	0	0	0
Total Number of Reportable Injuries	0	0	0	0	0	0	1	1
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00	0	1	1
Total Number of Reportable Accidents	0	0	0	1	0	0	1	1
Total Number of Reportable Safety Events	0	0	0	1	0	0	1	1
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	1.00	0.00	0	1	1
Total Number of Major Mechanical System Failures	4	1	2	0	0	1	1.00	1
Average Distance Between Major Mechanical Failures	62,512.25	234,356.00	62,614.55	-	-	71897	240,000.00	150,000
Annual Vehicle Revenue Miles	250,049	234,356	125229.1	159556	145098	182858	220,000.00	160,000

Internal Tracking Only:

Number of Employee Injuries	0	0	0	0	0	0.00	1	1
Number of Preventable** Street Accidents	2	4	0	1	1	1.60	1	1
Number of Preventable** Yard Accidents	0	0	0	0	0	0.00	1	1
Number of Non-Preventable Accidents	1	0	0	0	1	0.40	1	1

March of 2020 was onset of COVID-19 causing a reduction in service. Pilot for Microtransit services ran from Aug. 17, 2020 to Aug. 1, 2021.

*Categories are based on NTD reporting standards for major events as defined below:

An Event meeting the reportable event definition AND meeting one or more of the following reporting thresholds;

Reportable Event: A safety or security event occurring: on transit right-of-way or infrastructure, at a transit revenue facility, at a maintenance facility, during a transit related maintenance activity, or involving a transit revenue vehicle. Excluded from this event reporting requirement are: events that occur off transit property where affected persons, vehicles, or objects come to rest on transit property after the event, OSHA events in administrative buildings, deaths that are a result of illness or other natural causes, other events (assault, robbery, non-transit vehicle collisions, etc.) occurring at bus stops or shelters that are not on transit-owned property (unless boarding/alighting at the time), collisions that occur while travelling to or from a transit-related maintenance activity, collisions involving a supervisor car, or other transit service vehicle operating on public roads.)

1. A fatality confirmed within 30 days (including suicide)
2. An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events)
3. Estimated property damage equal to or exceeding $25,000
4. An evacuation for life safety reasons
5. Collisions involving transit roadway revenue vehicles that require towing away of a transit roadway vehicle or other non-transit roadway vehicle

**Preventable is defined as any occurance regardless of liability

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # D.4

Discussion/Action: Green Bay Metro's Drug and Alcohol Policy

BACKGROUND

Green Bay Metro staff reviews the Green Bay Metro Drug and Alcohol Policy to ensure compliance. The policy has been updated, per the Federal Transit Administration requirements. The U.S Department of Transportation issued a final rule that amends the Department's regulated industry drug testing program to include oral fluid testing. The final rule is effective June 1, 2023.

RECOMMENDATION

Staff recommends the approval of the updated Green Bay Metro Drug and Alcohol Policy.

FISCAL IMPACT

ATTACHMENTS

1. Drug and Alcohol Policy Draft 6-1-23

Green Bay METRO

DRUG & ALCOHOL POLICY

June 1, 2023

GREEN BAY METRO TRANSIT (GBM)
Acknowledgement of Employer's Drug and Alcohol Testing Policy

I, ____, the undersigned, hereby acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the US Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 CFR Part 655 or 49 CFR Part 40, as amended, that have been solely imposed on the authority of the employer are designated as such on the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarifications for any questions from the employer contact person listed in this policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the approved policy dated________________________________, is subject to change, and that any such changes, or addendum, shall be given to me in a manner consistent with the provision of 49 CFR Part 655, as amended.

____ ________________________

Signature of Employee Date

Table of Contents

GREEN BAY METRO TRANSIT (GBM)
Drug & Alcohol Policy

1.0 Policy Statement

The Green Bay Transit Commission adopted the GBM Policy on Drug and Alcohol Abuse, on 19 September 2007. The Transit Commission is also responsible for reapproving the policy upon each update. GBM is dedicated to providing safe, dependable and economical transportation services in the greater Green Bay metropolitan area. GBM's employees are its most valuable resource, and it is our goal to provide a healthy, satisfying work environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner;
2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
4. To encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

1.0 Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) has published 49 CFR Part 655, as amended, that mandates urine and/or oral fluid drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and/or oral fluid and breath specimens. In addition, the federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

3.0 Applicability

This policy applies to all safety-sensitive transit system employees, paid part-time employees, volunteers, contract employees and contractors when they are on transit property or when performing any transit-related, safety-sensitive business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Contract employees will not be permitted to conduct transit business if found to be in violation of this policy. Non-safety sensitive employees are subject to this policy as noted.

In addition to being subject to all other elements of this policy, employees who perform "safety sensitive functions" for GBM, as that term is defined in the FTA regulations (49 CFR Part 655), are subject to random drug and alcohol testing and other special requirements set forth in this policy. Generally, a safety-sensitive function occurs when an employee is performing, ready to perform or immediately available to perform any duty related to safe operation of mass transit services. The following are safety-sensitive functions:

1. Operation of a revenue service vehicle, whether or not such vehicle is in revenue service.
2. Controlling dispatch or movement of a revenue service vehicle.
3. Maintaining revenue service vehicles or equipment used in revenue service.
4. Operating a non-revenue service vehicle when required to be operated by a holder of a CDL.
5. Carrying a firearm for security purposes.
6. Supervising, where the supervisor performs any function listed in items 1-5 above.
7. Contractors acting as transit system employees.

GBM has reviewed the actual duties performed by employees in all job classifications to determine which employees perform safety-sensitive functions, and has determined which job functions may require the performance of safety-sensitive duties. An analysis will be performed if any new job classifications are developed to determine if the new job classifications should be considered safety-sensitive.

A list of safety-sensitive positions is included at the end of this policy.

Participation in Metro's drug and alcohol testing program is a requirement of each safety-sensitive employee and thus, is a condition of employment.

4.0 Prohibited Substances

Prohibited substances addressed by this policy include the following:

4.1 Illegally Used Controlled Substances or Drugs

GBM adheres to the Code of Federal Regulations, 49 CFR, Part 40.

4.2 Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, employees are required to report to their supervisor any medication, prescribed and/or over the counter medications which may interfere with the safe and effective performance of their job duties. Educational information regarding prescription and over-the-counter medications should be obtained from either a health care professional or pharmacist. The use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected must be discussed by employees with their appropriate health care professional before performing work-related duties. Employees are urged strongly to seek and obtain medical advice prior to using prescription or over-the-counter drugs that may adversely affect his/her ability to safely operate or maintain vehicles. Employees are required to provide a Supervisor with written documentation from a health care professional stating the employee can perform their specific job while taking the medication.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. If the employee tests positive for drugs, he/she must provide, within 24 hours, a valid prescription. A valid prescription includes the patient's name, the name of the substance, quantity/amount to be taken, and the time period of the authorization. The misuse or abuse of legal drugs while performing transit business, in uniform or on transit property, is prohibited.

4.3 <u>Alcohol</u>

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy or any other substance, such that alcohol is present in the body while performing transit business, is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liter of breath as measured by a breath-testing device.

5.0 <u>Prohibited Conduct</u>

5.1 <u>Manufacture, Trafficking, Possession and Use</u>

All transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances on transit authority premises, in transit vehicles, in uniform, or while on transit authority business. Employees who violate this provision will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5.2 <u>Intoxication/Under the Influence</u>

Any safety-sensitive or non-safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees who fail to pass a drug or alcohol test shall be removed from duty and referred to a Substance Abuse Professional (SAP). Failure of an employee to obtain a SAP evaluation and/or failure to follow the SAP's recommended treatment plan will be cause for termination of employment. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. Non-safety-sensitive employees are exempt under FTA regulations, but are governed under GBM's own policy authority as noted.

5.3 <u>Alcohol Use</u>

No safety-sensitive or non-safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned duties is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive or non-safety-sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, eight hours following an accident, or during the hours that they are on call. Violation of these provisions is prohibited and is cause for termination of employment. Non-safety-sensitive employees are exempt under FTA regulations, but are governed under GBM's own policy authority as noted.

Not Negative Alcohol Test

(0.02 - 0.04) If an employee tests between 0.02 and 0.04 on an alcohol test, the employee will be removed from service for eight hours or unless a retest results in a concentration of less than 0.02. This absence will be considered an unexcused absence or miss out subject to GBM's disciplinary procedures.

5.4 Compliance with Testing Requirements

Under FTA guidelines, all safety-sensitive employees will be subject to urine and/or oral fluid drug testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing (pre-employment, random, post accident or reasonable suspension) shall be removed from duty, and consequences will be assessed. GBM will consider the test refusal to be a positive test, and the employee will be provided with a list of Substance Abuse Professionals (SAP) for evaluation. Failure of an employee to obtain an SAP evaluation and/or failure to follow the SAP's recommended treatment plan will be cause for termination of employment. Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and his/her employment terminated. Refusal can include an inability to provide a sufficient urine and/or oral fluid specimen or breath sample without a valid medical explanation, as well as, a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Several behaviors may constitute a refusal to submit to a test. They are defined below:

A covered employee fails to provide a urine and/or oral fluid sample as required by 49 CFR Part 40, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process.
An employee is considered to have refused to test if he/she fails to do the following:

§ 40.191 What is a refusal to take a DOT drug test, and what are the consequences?

(a) As an employee, you have refused to take a drug test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see §40.61(a));

(2) Fail to remain at the testing site until the testing process is complete; Provided, That an employee who leaves the testing site before the testing process commences (see §40.63 (c)) for a pre-employment test is not deemed to have refused to test;
(3) Fail to provide a urine and/or oral fluid specimen for any drug test required by this part or DOT agency regulations; Provided, That an employee who does not provide a urine and/or oral fluid specimen because he or she has left the testing site before the testing process commences (see §40.63 (c)) for a pre-employment test is not deemed to have refused to test;
(4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen (see §§40.67(l) and 40.69(g));
(5) Fail to provide a sufficient amount of urine and/or oral fluid when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.193(d)(2));
(6) Fail or decline to take an additional drug test the employer or collector has directed you to take (see, for instance, §40.197(b));
(7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under §40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test; or
(8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
(9) For an observed collection, fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
(10) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
(11) Admit to the collector or MRO that you adulterated or substituted the specimen.
(b) As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
(c) As an employee, if you refuse to take a drug test, you incur the consequences specified under DOT agency regulations for a violation of those DOT agency regulations.

§ 40.261 What is a refusal to take an alcohol test, and what are the consequences?

(a) As an employee, you are considered to have refused to take an alcohol test if you:
(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see §40.241(a));

(2) Fail to remain at the testing site until the testing process is complete; Provided, That an employee who leaves the testing site before the testing process commences (see §40.243(a)) for a pre-employment test is not deemed to have refused to test;
(3) Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; Provided, That an employee who does not provide an adequate amount of breath or saliva because he or she has left the testing site before the testing process commences (see §40.243(a)) for a pre-employment test is not deemed to have refused to test;
(4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.265(c));
(5) Fail to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures outlined at §40.265(c);
(6) Fail to sign the certification at Step 2 of the ATF (see §§40.241(g) and 40.251(d)); or
(7) Fail to cooperate with any part of the testing process.
(b) As an employee, if you refuse to take an alcohol test, you incur the same consequences specified under DOT agency regulations for a violation of those DOT agency regulations.

5.5 <u>Treatment Requirements</u>

All employees are encouraged to make use of the available resources for treatment of alcohol misuse, legal, and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse as explained in this policy. Any safety-sensitive employee who refuses or fails to comply with the SAP's requirements for treatment, after care or return-to-duty directives, will be cause for termination of employment. Non-safety-sensitive employees also must adhere to these same guidelines. Non-safety sensitive employees are exempt under FTA guidelines, but adherence is regulated by GBM's own policy authority. The employee's insurance provider will coordinate the cost of the treatment or rehabilitation services. Employees who do not have health insurance coverage are responsible for the entire cost of any recommended treatment or rehabilitation services.

5.6 <u>Notifying GBM of Criminal Drug Conviction</u>

According to 49 CFR 32.205 all employees are required to notify GBM, in writing of any criminal drug statute conviction for a violation within five calendar days after such conviction.

5.7 <u>Proper Application of the Policy</u>

GBM is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/ manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination of employment.

5.8 Voluntary Treatment

GBM encourages employees to seek treatment voluntarily. Any employee who comes forth and notifies GBM of an alcohol or chemical abuse problem will be provided assistance. This assistance will include a mandatory referral to GBM's Substance Abuse Professional (SAP) at GBM's expense. Employees are encouraged but not mandated to follow the SAP's recommended treatment plan. An appropriate leave of absence may be granted for treatment and rehabilitation. Payment for treatment will be coordinated through the employee's health insurance provider. Employees who do not have health insurance coverage are responsible for the entire cost of any recommended treatment or rehabilitation services.

Voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary action. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee. Any decision to seek help through GBM will not interfere with an employee's eligibility for promotional opportunities. Confidentiality of information will be maintained at all times.

5.9 Non-Safety-Sensitive Employees

Apart from FTA regulations, but under GBM's own authority, non-safety-sensitive employees who have a positive drug or alcohol test will be referred to GBM's Substance Abuse Professional (SAP) for assessment. GBM will assist and encourage non-safety-sensitive employees to comply with the SAP's recommended treatment plan. Employees will be expected to observe job performance standards and work rules as they apply to every employee. Depending upon the non-safety-sensitive employee's job duties, GBM reserves the right to remove the employee from his/her position and place the employee on an appropriate leave of absence. GBM's Designated Employer Representative (DER) will determine if the non-safety-sensitive employee is capable of safely and satisfactorily performing his/her essential job functions as outlined in the employee's job description.

5.10 Confidentiality

GBM affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process. Laboratory reports or test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be kept under the control of the GBM Human Resources Department. The reports or test results may only be disclosed without an employee's consent when:

- The information is compelled by law or by judicial or administrative process;
- The information has been placed at issue in a formal dispute between the employee and employer.

Employee must sign a separate release every time substance testing information is to be disclosed. The employee must sign releases any time information is to be released to the employee, union representatives, subsequent employers, and to any other third party designated by the employee.

5.11 Employee Access to Records

An employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records and records of laboratory certifications.

6.0 Testing Procedures

Urine and/or oral fluid drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by federal regulations. All safety-sensitive employees shall be subject to drug testing prior to employment, for reasonable suspicion, random, and following an accident as defined in Section 6.2, 6.3, 6.4, 6.5 and 6.6 of this policy. Non-safety-sensitive employees will be subject to all testing except follow-up, return-to-duty and random testing under GBM's own authority and not FTA regulations.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the U. S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. An initial drug screen will be conducted on each urine and/or oral fluid specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, apart from FTA regulations, GBM reserves the right to test for additional drugs under GBM's own authority using standard laboratory testing protocols.

All drug testing laboratory results will only be released to and reviewed by a qualified Medical Review Officer (MRO) in order to verify and validate test results. The MRO will release findings only to a Designated Employer Representative (DER). A MRO shall be a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result.
Before verifying that an employee has a positive test result, the MRO is responsible for contacting any such employee, on a direct and confidential basis, to determine whether the employee wishes to discuss the test or present a legitimate explanation for the positive result. An MRO staff person may make the initial contact, but they are prohibited from gathering medical information. If, after reasonable efforts, the MRO is unable to reach the employee directly, the MRO may contact GBM's DER for assistance in contacting the employee. GBM's DER will take maximum precautions to preserve the confidentiality to the MRO contact.

If, after making all diligent and reasonable efforts, neither the MRO nor GBM's DER are able to contact the employee within ten (10) days of the date the MRO received the confirmed positive test result from the laboratory, the MRO may verify the test result as positive. The MRO may also verify the test result as positive if the employee does not contact the MRO within three (3) days of being contacted by GBM's DER or the employee expressly declines the opportunity to discuss the test result. The MRO may reopen the verification of positive test if the employee presents documentation of serious injury or illness or other circumstances that unavoidably prevented the employee from being contacted within the designated time period, and if the employee then presents a legitimate (in the MRO's opinion) explanation for the positive test, the MRO shall declare the test to be negative.

The MRO will review and interpret an individual's medical history, including any medical records and biomedical information provided; affording the individual an opportunity to discuss the test result; and decide whether there is a legitimate medical explanation for the result, including legally prescribed medication.

The MRO can declare a test invalid or canceled based on the regulations specified in 49 CFR Part 40. A canceled/invalid test is considered neither a positive nor a negative test. An example of a canceled test is a urine and/or oral fluid sample being rejected by the laboratory. The MRO shall cancel the test and report the cancellation and the reasons for it to the FTA, employer, and employee. A negative dilute specimen will require a retest.

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). All breath alcohol test results will be reported only by an MRO or BAT to a Designated Employer Representative (DER). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive or non-safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight hours unless a retest results in a concentration measure of less then 0.02. The inability to perform a safety-sensitive or non-safety-sensitive duty due to an alcohol test result greater than 0.02 but less than 0.04 will be considered an unexcused absence or miss out subject to GBM's disciplinary procedures. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 655 for safety-sensitive employees. Any safety-sensitive or non-safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available and referred to a Substance Abuse Professional (SAP) for assessment. Non-safety-sensitive employees are exempt under FTA regulations, but are governed under GBM's own policy authority.

GBM does not use the practice known as a Stand-down. A Stand-down is the procedure of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.

6.1 <u>Compensation for Testing</u>

GBM will pay employees for drug or alcohol testing according to the following:

Paid Testing: (random, reasonable suspicion, post injury and post-accident testing) Employees will be paid from the time they are notified of the testing and relieved of job duties or from the time they leave GBM property until such time as they are released by the supervisor escorting the employee. In the case of alcohol testing at GBM, the employee will be paid from the time they report to the appropriate office until they have completed the test.

Unpaid Testing: (pre-employment, pre-promotion or transfer, and return-to-work) Pre-employment, pre-promotion or transfer and return-to-work testing will not be paid.

6.2 Split Specimen Testing

Any safety-sensitive or non-safety-sensitive employee who questions the results of a required drug test under paragraphs 6.2 through 6.8 of this policy may request that an additional test be conducted. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employer. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee. Non-safety-sensitive employees are exempt under FTA regulations, but adherence is regulated by GBM’s own policy authority.

6.3 Pre-Employment Testing

All safety-sensitive and non-safety-sensitive position applicants shall undergo urine and/or oral fluid drug testing immediately following the conditional offer of employment or transfer into a safety-sensitive position. Receipt by the transit system of a negative drug test result is required prior to employment. Pre-employment drug tests may be administered only after the applicant has signed a consent form. Non-safety-sensitive applicants are tested apart from FTA regulations, but under GBM’s own policy. Failure of a pre-employment drug test will disqualify an applicant for employment at GBM for at least six months. GBM will reconsider a safety-sensitive applicant's application for employment under the following conditions:

1. At least six months has lapsed between applications;
2. The applicant can show proof of successfully completing a substance abuse treatment program;
3. The applicant must pass a new drug test;
4. The applicant must be willing to be subjected to the random testing program devised for employees who have tested positive.

When a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer’s random selection pool during this time, the employer shall ensure that the employee takes a pre-employment drug test with a verified negative result.

6.4 Other Testing

Under GBM's own policy authority and not FTA's regulation all safety-sensitive and non-safety sensitive employees may be required to submit to drug testing in conjunction with any required physical examination. Required physical examinations may include but are not limited to worker compensation injuries or any leave of absence of 30 days or more. In addition, employees who are unavailable to perform their safety-sensitive job duties for a period of thirty (30) days or more are subject to a non-DOT drug test under GBM authority.

6.5 Reasonable Suspicion Testing

All safety-sensitive and non-safety sensitive employees may be subject to a fitness-for-duty evaluation, and urine and/or oral fluid and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. Apart from FTA regulations, non- safety sensitive employees are governed under GBM's own policy authority. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, and articulate observations concerning appearance, behavior, speech, or body odors of the employee consistent with possible drug use or alcohol misuse. An employee is reasonably suspected of prohibited drug use or alcohol misuse when a trained supervisor or other GBM authorized official can:

- Substantiate specific behaviors that may indicate drug use or alcohol misuse.
- Identify job performance problems that may indicate prohibited drug use or alcohol misuse.
- Actually, observe physical indications that prohibited drug use or alcohol misuse may be occurring.

A supervisor or other GBM authorized official must make reasonable suspicion referrals. To make reasonable suspicion determinations, supervisors must be trained on the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behaviors associated with drug use and/or alcohol misuse. One supervisor will complete the GBM's "Reasonable Suspicion" form, but two or more trained supervisors may participate in the reasonable suspicion determination process. A copy of the completed form will be provided to the employee.

6.6 Post-Accident Testing

All safety-sensitive employees will be required to undergo a urine and/or oral fluid drug test and breath alcohol test if they are involved in an FTA accident with a GBM transit vehicle (regardless of whether or not the vehicle is in revenue service). An FTA accident is defined as an occurrence associated with the operation of a revenue service vehicle that results in a fatality, in injuries requiring immediate treatment at a medical treatment facility; or one or more of the involved vehicles incur disabling damage that requires towing from the site. Safety-sensitive employees that are on duty in the vehicle and any safety-sensitive employee whose performance could have contributed to the accident will be tested. Accident does not necessarily mean collision. If an individual falls on a vehicle and needs to be transported to a hospital, then an accident has occurred and a post-accident test is required unless the driver can be completely discounted as a contributing factor to the accident. This definition only applies to non-fatal accidents. Fatal accidents will result in safety-sensitive employees being tested as outlined below.

Following an FTA accident, the safety-sensitive employee will be required to submit to a drug and alcohol test. Post-Accident testing is stayed while an employee assists in resolution of the accident or receives medical attention following the accident. However, employees must remain readily available during the time periods stated below. Post-accident testing will be done within two hours, and no later than (8) eight hours after the accident for alcohol testing and (32) thirty-two hours after the accident for drug testing. Any testing not conducted within these time limits will be documented to state the reason why. An employee involved in an accident must not use alcohol until after the employee undergoes alcohol testing or eight hours have elapsed, whichever comes first.

Nothing in this policy shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, any employee who under the above circumstance fails to remain available for drug and alcohol testing (including notifying GBM of his/her location), or who otherwise leaves the scene of the accident without appropriate authorization prior to drug and alcohol testing, will be considered to have refused the test. 49 CFR Part 40 allows GBM to acquire post-accident test results obtained by Federal, State, or local law enforcement personnel in instances where GBM is unavailable to perform post-accident testing. The results of a blood, urine and/or oral fluid or breath test for the use of prohibited drugs and alcohol misuse, conducted by Federal, State or local officials having independent authority for the test shall be considered to meet the FTA requirements provided such tests conform to the applicable Federal, State or local testing requirements and that the test results are obtained by GBM.

6.7 <u>Random Testing</u>

In accordance with 49 CFR Part 655, employees in safety-sensitive positions will be subjected to random, unannounced and unpredictable testing. The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically-valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and conducted at all times of day when safety-sensitive functions are performed. The FTA determines the testing percentages annually and Metro will test in accordance with FTA requirements. All safety-sensitive employees will be placed in a common selection pool. Each employee in this pool will be matched with a unique random selection number. Through the use of a computer-based random number generation program, the required number of persons will be selected for each testing cycle throughout the year. All employees in the pool will remain in the random selection pool at all times throughout the year regardless of whether or not they have been previously selected. Employees who are not available for testing during the testing period will be removed from the random pool prior to the random selection drawing occurring. GBM's Personnel Director or DER will access the selection pool numbers. Notification will be made to those who must submit a specimen or complete an alcohol breath test. The test may be completed prior to, during or after the employee's work shift. The employee will be immediately escorted to the medical facility for the test. As soon as the urine and/or oral fluid specimen is collected or breath test is completed the employee will be required to return to work, unless the breath test is not negative. Management will not exercise any discretion in the random process. Upon notification of a selection, the employee must be escorted to an authorized testing facility.

7.0 Employment Assessment

Any safety-sensitive employee, who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, will be referred for evaluation to a Substance Abuse Professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol or drug related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. The employee's insurance provider may coordinate the cost of treatment or rehabilitation services. Employees who do not have health coverage are responsible for the entire cost of any treatment or rehabilitation services.

7.1 Consequences of a Positive Test

Effective October 1, 2007, GBM instituted and will maintain a zero-tolerance policy for the following types of tests: Pre-employment, post-accident, random, return-to-work, and reasonable suspicion. A verified positive test for any of these tests will result in an employee's immediate termination of employment with GBM.

8.0 Contacts

Any questions regarding this policy or any other aspect of GBM's substance abuse program should be addressed to the following transit system representatives:

Drug and Alcohol Program Manager and Designated Employer Representative:

Name:	Patricia Kiewiz
Title:	Transit Director
Address:	901 University Avenue, Green Bay, WI 54302
Telephone Number:	(920) 448-3455
FAX Number:	(940) 448-3461

Assistant Drug and Alcohol Program Manager and Designated Employer Representative:

Name:	Miranda Socha
Title:	Compliance Coordinator
Address:	901 University Avenue, Green Bay, WI 54302
Telephone Number:	(920) 448-3454
FAX Number:	(940) 448-3461

A complete copy of regulation 49 CFR Part 40, as amended, is available for review in the GBM Administration office.

Medical Review Officer:

Name:	Eric Newgent, M.D. DO
Title:	MRO
Address:	Prevea Clinic, 3021 Voyager Dr, Green Bay, WI 54304
Telephone Number:	(920) 405-1420
FAX Number:	(920) 431-1802

Name:	Linda Go, M.D.
Title:	MRO
Address:	Prevea Clinic, 702 W. Hamilton Ave, Eau Claire, WI 54701
Telephone Number:	(715) 717-4944
FAX Number:	(715) 717-1765

Name:	Donna Habeck M.D.
Title:	MRO
Address:	Prevea Clinic, 1621 N. Taylor Dr Ste 200, Sheboygan, WI 53081
Telephone Number:	(920) 459-5176
FAX Number:	(920) 451-7263

Name:	Jasmine John, M.D. MSPH
Title:	MRO
Address:	Prevea Clinic, 3021 Voyager Dr, Green Bay, WI 54311
Telephone Number:	(920) 405-1420
FAX Number:	(920) 431-1802

Or successors

Substance Abuse Professionals

A list of SAP's will be provided upon request or circumstance.

9.0 Adoption and Revision History

Approved by the Green Bay Transit Commission on 19 September 2007.
Updated and approved by the Green Bay Transit Commission on 16 June 2010.
Updated and approved by the Green Bay Transit Commission on 20 October 2010.
Updated and approved by the Green Bay Transit Commission on 21 March 2012.
Updated and approved by the Green Bay Transit Commission on 21 August 2013.
Updated and approved by the Green Bay Transit Commission on 20 January 2016.
Updated and approved by the Green Bay Transit Commission on 20 December 2017.
Updated and approved by the Green Bay Transit Commission on 15 May 2019.
Updated and approved by the Green Bay Transit Commission on 25 September 2019.
Updated and approved by the Green Bay Transit Commission on 18 August 2021.
Updated and approved by the Green Bay Transit Commission on 18 January 2023.
Updated and approved by the Green Bay Transit Commission on 17 May 2023.

APPENDIX A: SAFETY SENSITIVE POSITION LISTING

GREEN BAY METRO TRANSIT (GBM)
Safety-Sensitive Positions

Transportation:
Fixed Route Bus Operator (Full-Time)
Fixed Route Bus Operator (Part-Time)
Fixed Route Dispatcher (Full-Time)
Fixed Route Dispatcher (Part-Time)
Fixed Route Operations Supervisor (Full-Time)

Paratransit/Microtransit:
Paratransit/Microtransit Bus Operator (Full-Time)
Paratransit/Microtransit Bus Operator (Part-Time)
Paratransit/Microtransit Partner Support Specialists (Full-Time)
Paratransit/Microtransit Operations Manager (Full-Time)
Paratransit/Microtransit Scheduler (Part-Time)
Paratransit/Microtransit Scheduler (Full-Time)

Maintenance:
Maintenance Manager (Full-Time)
Mechanics (Full-Time)
Service Technician (Full-Time)

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # D.5

Discussion/Action: Green Bay Metro ADA Paratransit Service Policy

BACKGROUND

The ADA Paratransit Service Policy is a document that is provided to all eligible riders of the Paratransit program. The policy document serves as a guideline for riders, informing them of the requirements and obligations under the program. Changes are highlighted in yellow.

RECOMMENDATION

Staff recommends approving the updated Green Bay Metro ADA Paratransit Service Policy.

FISCAL IMPACT

ATTACHMENTS

1. ADA Paratransit Service Policy 4.14.23

Green Bay METRO

PARATRANSIT

ADA Paratransit Service Policy Document

May 17, 2023

Table of Contents

SECTION I: PARATRANSIT SERVICE DESCRIPTION

A. Service Background

Green Bay Metro (GBM) offers Paratransit service programs to individuals with qualifying disabilities. Paratransit is a demand response service where the vehicle does not follow a fixed route or schedule.

Some of GBM's Paratransit services are provided by a private contractor. The contractor utilizes demand response sedans and lift-equipped vehicles to serve the needs of ambulatory and non-ambulatory riders. The service is shared ride, so riders may share the vehicle with other riders during their trip. The current Paratransit provider is Via Transportation.

The Americans with Disabilities Act (ADA) requires federally funded public transit systems to provide a complementary Paratransit service for individuals with a disability whose condition prevents them from using the fixed route bus service. GBM's core Paratransit service program was established to comply with the ADA.

This document is designed to provide information regarding GBM's ADA Paratransit program. Some of the ADA standards cited in this document do not apply to non-ADA Paratransit programs.

SECTION II: ADA PARATRANSIT ELIGIBILITY PROCESS

A. Application Materials

The ADA Paratransit Eligibility Form and other information for GBM's Paratransit services are available in print form at the GBM office (901 University Avenue in Green Bay). Forms are also available for download on GBM's website, www.greenbayMetro.org. Hearing impaired customers can contact GBM through the Wisconsin Telephone relay system line (1-800-947-3529).

B. Program Eligibility

GBM determines eligibility upon review of a completed eligibility form containing information regarding the applicant's functional ability to board, ride, or disembark from GBM fixed route buses. GBM reserves the right to require a medical professional's opinion and/or a functional assessment prior to determining eligibility.

The ADA certification may be conditional or unconditional depending on the applicant's abilities. GBM, in accordance with Title III of the Americans with Disabilities Act of 1990, will determine eligibility no later than 21 days after receiving the completed application. This does not include time waiting for requests for more information from the applicant or the applicant's health care professional. If processing the ADA paratransit application exceeds 21 days the rider will have access to utilize GBM Paratransit services.

After the completed eligibility form is received, a GBM staff member will call to schedule an in-person interview. Interviews are conducted by appointment. If necessary, transportation to and from the interview will be provided free of charge.

Within 21 days, a written response will be mailed to the individual notifying them of their eligibility status. If eligibility is denied, a reason for the denial will be included in the letter along with a copy of Green Bay Metro's Appeal Policy. Be advised that you have the right to appeal this decision. (See Section II C. Appeals Process)

Eligibility Criteria:

Individuals meeting any of the following two criteria will be determined ADA Paratransit eligible as defined by the Americans with Disabilities Act (ADA):

1. A person who cannot navigate the transit system without assistance. This includes an inability to board, ride, or disembark from a fully accessible GBM bus.
2. A person who, because of a disability, cannot travel to or from the bus stop due to, for example, distance, terrain, weather, safety, or other obstacles that impede them due to their disability.

All GBM buses are equipped with a ramp and other accessible features. All routes are served by accessible buses, so there is no eligibility based on inaccessible vehicles. If there is a mechanical failure of a bus's accessible features, the vehicle is immediately replaced with a fully functioning spare bus.

Type of ADA Eligibility:

1. **Unconditional** (all trips)-An individual with disabilities that cannot use the fixed route bus system under any circumstance.
2. **Conditional or Trip by trip** (some trips)-An individual with disabilities that can be reasonably expected to make some trips by bus but requires Paratransit for trips under certain circumstances (e.g., deep snow or variable health conditions).
3. **Temporary Disabilities**-An individual with disabilities that cannot use the fix route bus system for a limited period of time.

Once the applicant is certified as eligible, the applicant will receive a Paratransit photo identification card, allowing the applicant use of the Paratransit system. For people granted eligibility, the documentation of eligibility will include at least the following information items on the identification card:

1. User ID number
2. Username
3. Eligibility
4. An expiration date for eligibility
5. Personal Care Attendant (PCA) will state yes or no

C. Appeals Process

An appeal process will be available to those individuals wishing to dispute a conditional, certification, denial certification, or service suspension.

1. Green Bay Metro requires all appeals be made within 60 days of being notified of a service decision. For a request to be heard, contact:

   Transit Director
   Green Bay Metro
   901 University Ave
   Green Bay, WI 54302
   920-448-3450

2. The Disability Advisory Committee (DAC) will hear the appeal first. If the DAC upholds the decisions, the individual may request an appeal to the Green Bay Transit Commission. (herein after referred to as the Commission)

3. Green Bay Metro will notify the individual of the Commission's ruling on the appeal within 10 days. This notification will outline the ruling and supporting reasons.

4. Once the individual has been informed of the Commission's ruling, the decision will be implemented on the next day of service.

5. All decisions made by the Commission are final.

SECTION III: SERVICE POLICIES

A. Service Hours and Days

1. Service Hours
   Monday through Friday 5:15 AM – 6:45 PM
   Saturday 7:45 AM – 1:45 PM

2. Service is provided Monday through Saturday throughout the year, except for the following observed holidays:
   - New Year's Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Christmas Day

3. Service is provided at all times that Metro fixed routes operate.

B. Service Parameters

Service is only provided inside the service area as defined by the requirements of the Americans with Disabilities Act (ADA). The area is defined as an area within ¾ of a mile on either side of a fixed route. (Map enclosed).

C. Levels of Service and Fares

The basic mode of service for complementary paratransit is demand responsive, origin-to-destination. Door-to-door service is provided.

The Green Bay Transit Commission establishes fares for the Green Bay Metro system. The current Paratransit fare is as follows:

Basic service: $4.00 per one-way trip. ($2.00 until 12/31/23)

Agency fare: $19.00 per one-way trip.

Riders can pay the driver the exact cost of the one-way trip or use a Paratransit ticket. Paratransit tickets can only be purchased at the Green Bay Metro office.

D. Trip Scheduling

Paratransit riders reserve trips by calling the service provider's dispatch number during business hours of 8:00 AM to 5:00 PM Monday through Sunday. Messages can be left, and the call center agent will call you back to confirm your trip. The caller should be prepared to provide the dispatcher the following information: first name; last name; phone number; how they intend to pay the fare; origin address; destination address; accompanying companion(s), if needed; accompanying equipment (e.g., oxygen tank, respirators, and concentrators); ambulatory or non-ambulatory and desired arrival time.

Next day or subscription service is available by contacting the provider's dispatcher. Trips can be scheduled up to 14 days in advance. The more notice given, the better the chance the requester has of obtaining a desirable pick-up time.

During periods of high demand, it may be necessary for dispatchers to negotiate pick-up times; however, the rider will not be required to schedule a trip more than one hour before or after the desired pick-up time.

Same day call-ins, including unscheduled requests for return trips, might not be accepted. "Will Calls" will only be accepted if a trip has been scheduled. You must have a scheduled pick-up time. A rider can call to request an earlier pick-up time before their scheduled trip, but GBM cannot guarantee that the requested pick-up time will be accepted. We cannot assure any specific pick-up time.

E. Trip Purpose

The ADA prohibits restrictions or priorities based on trip purpose. All trips are served in the order received and as scheduled. For state and federal reporting purposes, riders may be requested to provide the reason for the trip but will not be denied service based on trip purpose.

F. Service Reservation

There are two types of reservations: advance and subscription. Advance service includes trips scheduled for next day service. Subscription service is defined as trips that are set up for a rider to occur on a regular basis (daily, weekly, monthly).

The rider must demonstrate a pattern of the subscription trips for 30 days prior to subscription service being implemented. Riders must travel to and from the same destination, with similar pickup and drop-off times, at least once a week for 30 days to demonstrate a pattern for subscription service.

Riders are allotted one permanent change per subscription trip to their subscription service. Permanent changes are defined as changes to pick up time, locations, number of companions, and other factors that may affect scheduling. More than one change may result in the subscription being cancelled.

Subscription trips that are cancelled 25% or more within a 30-day period may result in the cancellation of subscription service.

The rider is to be aware that subscription service will be automatically cancelled on all Federal holidays.

If the destination and/or origin address changes, the rider has to cancel their current subscription and a new subscription must be implemented. The rider must demonstrate a pattern of the new subscription as described above.

Subscription service may take up to fourteen (14) calendar days to implement. Prior to subscription service being established riders must continue to call for a scheduled pick-up time.

Subscription service may be placed on hold for a maximum of 14 days within a rolling 90-day period. The exact same subscription must be implemented, or it will be handled as a new subscription.

Subscriptions which have been inactive for longer than 30 days will be cancelled. The rider is responsible for rebooking inactive subscription trips. If a client rebooks a previously existing subscription after 30 days and the subscription is identical to the original, the 30-day pattern is not required.

GBM limits the number of subscriptions riders at 60 percent. Once the limit is met the rider will be added to a waiting list.

G. Multiple Destinations

Each trip includes one destination. Brief stops at locations before the scheduled destination will not be allowed. If multiple destinations are needed, each section of the trip must be scheduled separately, and the rider must pay a fare for each ride.

H. Identification Card

All certified clients will receive a Paratransit Identification Card after their application is processed. The card must be kept current and presented to the driver upon boarding the vehicle.

It is the rider's responsibility to keep the card's information current. If a rider's address or name changes, the rider should contact GBM to update this information. Clients are required to reapply for ADA certification every three (3) years.

I. Pick-Up Window

When your pick-up time is scheduled, the vehicle can arrive anytime within a 30-minutes pick-up window, which is defined as fifteen (15) minutes before and fifteen (15) minutes after the scheduled pick-up time. For example, if your appointment is scheduled for 9:00a.m., the pick-up window time frame is 8: 45a.m.to 9:15a.m. It is the rider's responsibility to be prepared to board the vehicle within the pick-up window.

J. 5-Minute Wait Time

Once the vehicle arrives in the allotted pick-up time, the driver will wait for up to five (5) minutes for a rider. If the rider is not prepared to board within this five (5) minute period, the trip will be counted as a no-show and the vehicle will be dispatched to another location. It is the rider's responsibility to be able to clearly see the area where a vehicle would arrive for pick-up. The rider should be prepared to approach the vehicle when it arrives unless driver assistance was requested when the ride was scheduled.

K. Cancellations

When a rider needs to cancel a trip, the cancellation should occur more than one hour prior to the scheduled pick-up time. A late cancellation (less than 1 hour) is considered a no-show (see the "No-Shows" policy below).

L. No-Shows

A no-show occurs when the Green Bay Metro Paratransit vehicle arrives at your pickup location within the 15-minute window, waits the required five (5) minutes and you do not board the vehicle. A Late cancellation occurs when the scheduled trip is canceled less than 1 hour prior to the scheduled pick-up time. Late cancellations will be considered and treated as no-shows. Three (3) no-shows within any 30-day period may result in the following sanctions being imposed if the frequency of no-shows is greater than 10% of the reserved trips:

Notification procedure:

- The first no-show: Letter stating date of no-show and a copy of the no-show policy.
- The second no-show: Letter stating date of the no-show and a copy of the no-show policy.
- The third no-show: Letter stating date of the no-show, a copy of the no-show policy, imposition of a 7-day suspension if applicable and a copy of the Green Bay Metro appeals process.

Any person suspended from service has the right to appeal the decision. ADA Service may continue during the appeals process. No suspension will occur during the appeal process.

Any individual may, in lieu of a 7-day suspension, have the option to pay a NO-SHOW FEE. The cost of the No-Show Fee will be $15.00 to eliminate one no-show trip. The No-Show Fee must be paid at the office of Green Bay Metro before service is reinstated.

M. Driver Assistance

Drivers are able to assist all riders with wheelchairs when boarding and alighting vehicles, including securement. Driver limitations include: (1) assistance up or down more than two (2) steps; or (2) assistance transferring an individual in or out of a wheelchair.

N. Prohibited Behaviors

To ensure safety, our rider policy prohibits seriously disruptive behavior, public health threats, and refusal to comply with rules. If the prohibited behavior results from a disability, GBM may require that a personal care attendant ride with the rider to control the prohibited behavior.

O. Personal Care Attendants and Companions

One personal care attendant (PCA) per ADA program rider is permitted to ride free.

One companion may accompany a program rider but must pay the current cost for each one-way trip. Additional companions may ride and pay a fare if space is available for safe transport. PCA's and companions must have the same origin and destination as the program rider.

Arrangements for all additional companions must be made at the time of the reservation. Program rider must supply child safety seats for accompanying infants and small children.

P. Visitors

Paratransit service will be provided to ADA eligible visitors. If an individual has been certified as "ADA paratransit eligible" by another public entity, that certification shall be honored for up to 21 days of service in a 365-day period beginning on the first day the service is used by the visitor. 21 days visitors request will be processed within 48 business hours. If an individual claims ADA paratransit eligibility, they are entitled to presumptive eligibility for up to 21 days. If service is required beyond 21 days, local certification will be required, and an application must be completed.

Q. Medical Equipment

GBM allows riders to bring medical equipment such as respirators, portable oxygen tanks, and concentrators on board vehicles. Oxygen tanks should remain upright at all times and must be secured to the mobility device or held in an upright position.

R. Carry on

Each eligible rider is allowed to carry on up to four (4) carry on. This includes personal belongings and grocery bags.

S. Reasonable Modification

Green Bay Metro will honor and accommodate any reasonable modification to service as long as the request 1) does not fundamentally alter the service; 2) does not create a direct threat to the health and safety of others; and 3) is not necessary to permit the passenger to use the services for their intended purpose (nondiscriminatory). Such modifications should be made in advance to properly consider and plan for such modification but may be made to the driver at the time of boarding.

T. Complaints

Green Bay Metro provides safe, affordable, and dependable specialized transportation to individuals with a disability, the senior community, and users unable to use the fixed route. If for any reason the service does not meet these expectations, riders are encouraged to register a complaint with Green Bay Metro. A thorough and prompt investigation of all complaints shall be conducted by Green Bay Metro.

Complaint Process:

1. All complaints will be documented by (driver, office staff, paratransit coordinator, manager, website, etc).
2. The complaint will then be submitted to the Green Bay Metro staff for review and action.
3. The Green Bay Metro staff will investigate the nature of the complaint both with the customer and the alleged offender.
4. The Green Bay Metro staff will contact the rider with the results of the complaint and offer (if necessary) resolution as a result of the incident no later than five (5) working days from the original date of the complaint.
5. The Green Bay Metro staff will file the complaint. A copy will be submitted to the Transit Director.

Riders who wish to have their complaint reviewed by the Green Bay Metro Transit Commission may do so by submitting the original complaint in writing along with any documentation provided by Green Bay Metro no more than sixty (60) days after the date of response of the complaint by Green Bay Metro.

To file a complaint:

•By email – metro.info@greenbaywi.gov
•Online – https://greenbaywi.gov/FormCenter/Metro-Transit-7/Service-Comments-129
•By mail – Green Bay Metro Transit Director, 901 University Avenue, Green Bay, WI 54302
•In person – 901 University Avenue, Green Bay, WI 54302
•Phone – 920-448-3450

SECTION IV: RIDER POLICY

The purpose of the rider policy is to set guidelines for refusal or suspension of transportation services administered or provided by Green Bay Metro (GBM).

This policy applies to circumstances and/or behavior that occurs on GBM property, vehicles, or while boarding GBM vehicles.

Services may be refused, suspended, or conditioned due to the following circumstances and/or behaviors:

- Documented Pattern of No-Shows (see Section III L.)
- Seriously Disruptive Behavior
- Public Health Threats
- Refusal to Pay the Applicable Fare
- Refusal to Comply with Safety Rules

A. Seriously Disruptive Behavior

Service may be refused to riders who engage in violent, illegal, or seriously disruptive behavior. Seriously disruptive behavior includes, but is not limited to, the following:

- Getting out of a seat while a Paratransit vehicle is in motion
- Leaving a Paratransit vehicle while it is parked to pickup or drop off another rider
- Disturbing a vehicle operator while the operator is driving
- Violent behavior
- Physically or verbally threatening vehicle operator, dispatcher or other riders
- Smoking while onboard a vehicle
- Damaging or destroying vehicle equipment
- Engaging in conduct or activity that is a danger to the rider, other riders, or the driver
- Offensive language

B. Public Health Threats

Service will be refused to any rider who poses a potential public health threat. Examples of public health threats include, but are not limited to the following:

- The existence of excrement on clothes or on hands
- The existence of other body fluids, such as blood or vomit

C. Refusal to Comply with Safety Rules

A rider that refuses to comply with posted safety rules or driver instructions may be refused service.

Riders must be able to physically board and alight from the bus. If a rider can not physically board or alight from a bus, the rider will need to acquire the resources needed to overcome their disabling condition, such as, a mobility device and/or personal care attendant.

D. Service Refusal Process

The vehicle operator has the authority to refuse service on the day of the violation. Violations of these rules will be reviewed by GBM staff for further action.

The Transit Director, or his/her designee, is authorized to suspend or refuse the provision of service to riders who: (1) violate GBM's no-show policy; (2) engage in violent, seriously disruptive, or illegal conduct; (3) pose a public health threat; (4) refuse to pay the applicable fare; or (5) refuse to comply with safety rules. The term of the suspension or refusal of service shall depend on the nature and seriousness of the prohibited conduct. To the extent feasible, the rider shall be notified in writing. The written notification will state the specific basis for the proposed action, the proposed sanction, and the appeal process.

SECTION V: PARATRANSIT PERFORMANCE MONITORING

GBM is responsible for ensuring Paratransit service performance complies with the Americans with Disabilities Act. Service oversight of the provider is completed through review of monthly trip records, on-site meetings, feedback received through the complaint and comment process, and periodic surveys of riders. In general, the ADA requires Paratransit service provided to riders with disabilities to be comparable to what is provided to riders of the fixed route bus system. GBM has developed standards based on regulatory requirements and nationally recognized guidance related to Paratransit service. Below is a list of performance measurable to ADA Paratransit service and established standards within each measure.

A. On-Time Performance

A Paratransit vehicle is on-time if the vehicle arrives with a 30-minute pick-up window. This is defined as fifteen (15) minutes before and fifteen (15) minutes after the scheduled pickup time. GBM monitors trip records from all ADA trips to track on-time performance. The goal is for 95 percent on-time performance. Will-calls trips and other non-ADA trips are not included in this goal. When on-time performance falls below 95 percent, GBM will meet with the contractor to determine factors that impact on-time performance and corrective actions, if needed.

B. Phone System Access

The standard is to minimize call hold times. Our goal is for 95 percent of calls to be answered within 3 minutes and 99 percent answered within 5 minutes. GBM analyzes this measure by randomly monitoring the provider's phone access and documenting call hold times. Rider complaints are also used to determine if phone access capacity constraints occurred.

C. Overall Customer Satisfaction

On occasion, GBM may conduct a survey of all or a segment of ADA Paratransit riders. Riders may be asked to rate their satisfaction with, dispatcher courtesy, driver courtesy, driver sensitivity, vehicle cleanliness, and overall ride quality. The survey also allows riders to write in comments and provides valuable information about customer satisfaction over time. The results are reviewed with the provider to identify areas of improvement and areas of success.

D. System Capacity

GBM's Paratransit system is prohibited from having any capacity constraints. Trip demand must be adequately served to provide equivalent access when compared to the fix route bus system. GBM monitors the following to ensure adequate capacity: trip denials; no-shows; subscription rides; customer complaints; and vehicle used.

SECTION VI: GREEN BAY METRO'S ACCESSIBLE BUS SERVICE

ADA Paratransit programs are designed to provide transportation for individuals with disabilities that are unable to board, ride or alight from a bus; or when environmental or architectural barriers prevent a rider with disabilities from getting to or from a bus route stop. When these conditions are not present, riders with disabilities must utilize the fixed route bus routes to meet their mobility needs.

Each bus contains accessible features, including kneeling capability (bus lowers to make the first step easier); a ramp for wheelchair boarding; on-board wheelchair securement areas; and stop announcements by drivers.

Each vehicle carries a boarding chair (standard wheelchair) for use by riders that cannot climb the steps to board the vehicle, if requested. Riders in scooters or riders whose mobility device does not fit on the lift and are able to transfer without assistance to the boarding chair may also utilize the chair. Riders can sit in the boarding chair while the lift is in operation. This chair is provided for the safety of the rider.

GBM drivers are trained to safely secure wheelchairs. Mobility aide tie-downs are used to secure mobility aides. The vehicles are designed to utilize four (4) straps to secure the mobility device in a forward-facing position. All four straps must be secured to the mobility device prior to the vehicle moving. Each vehicle provides seatbelts for all riders. It is required that all riders utilize them for their safety. GBM drivers also assist with the use of ramps and securement devices.

GBM does not provide assistance when safety to drivers or riders is at risk. When a driver's or rider's safety is at risk, GBM staff may recommend use of a personal care attendant or Paratransit service for the rider.

GBM will provide to its riders, upon request, service materials including maps, applications and policies in an accessible format for disabled riders. If an accessible format is unavailable, GBM will accommodate the rider's request to the best of its ability.

FREQUENTLY ASKED QUESTIONS (FAQ)

Question: *When can I start riding the Paratransit van?*
Answer: As soon as you receive your approved Paratransit Identification Card.

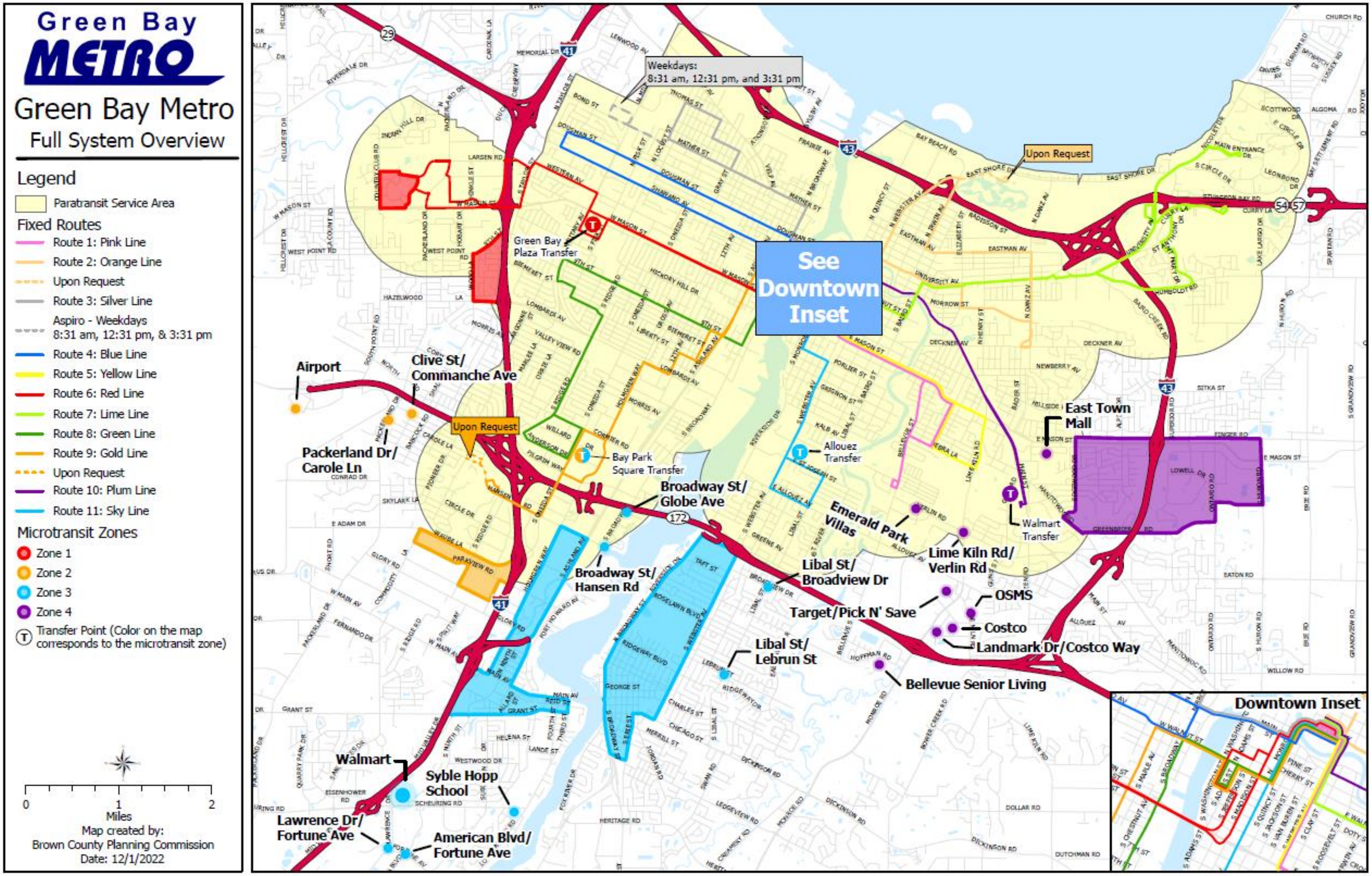
Question: *What if I run late at the doctor?*
Answer: You must notify the dispatcher that you will not make your pick-up time and call when you are ready. The Paratransit Provider will send a ride as soon as possible. The missed ride will not result in a no-show being recorded. However, a late call will be recorded.

Question: *Does the cancellation left on the answering machine count as the time the ride was cancelled?*
Answer: Yes. The recorder time stamps each message, and that time will be listed as the cancellation time.

Question: *Do I have to call every weekday for a trip if the time and days that I travel are the same week-to-week?*
Answer: No. Subscription service is available when travel is at the same time and day each week. However, when necessary, a passenger must remember to cancel a subscription ride to avoid a no-show being recorded. See "Section II ADA Paratransit Eligibility Process"

Question: *Will I be taken directly to and from my destination?*
Answer: Not necessarily. The Green Bay Metro Paratransit service is public transportation and sometimes riders share rides.

Question: *What is origin to destination?*
Answer: This means the driver will pick you up or drop you off at your origin to destination.



Green Bay METRO
Green Bay Metro
Full System Overview
Legend
Paratransit Service Area
Fixed Routes
Route 1: Pink Line
Route 2: Orange Line
Upon Request
Route 3: Silver Line
Aspiro - Weekdays 8:31 am, 12:31 pm, & 3:31 pm
Route 4: Blue Line
Route 5: Yellow Line
Route 6: Red Line
Route 7: Lime Line
Route 8: Green Line
Route 9: Gold Line
Upon Request
Route 10: Plum Line
Route 11: Sky Line
Microtransit Zones
Zone 1
Zone 2
Zone 3
Zone 4
Transfer Point (Color on the map corresponds to the microtransit zone)
0 1 2
Miles
Map created by:
Brown County Planning Commission
Date: 12/1/2022
Weekdays:
8:31 am, 12:31 pm, and 3:31 pm
Upon Request
See Downtown Inset
Green Bay Plaza Transfer
Airport
Clive St/ Commanche Ave
Upon Request
Packerland Dr/ Carole Ln
Bay Park Square Transfer
Broadway St/ Globe Ave
Allouez Transfer
Emerald Park Villas
East Town Mall
Walmart Transfer
Lime Kiln Rd/ Verlin Rd
Libal St/ Broadview Dr
OSMS
Target/Pick N' Save
Costco
Landmark Dr/Costco Way
Broadway St/ Hansen Rd
Libal St/ Lebrun St
Bellevue Senior Living
Walmart
Syble Hopp School
Lawrence Dr/ Fortune Ave
American Blvd/ Fortune Ave
Downtown Inset

ADOPTION AND REVISION HISTORY

Approved by the Green Bay Transit Commission November 28, 2007
Revised policy, Approved by the Green Bay Transit Commission July 21, 2010
Revised policy, Approved by the Green Bay Transit Commission October 19, 2011
Revised policy, Approved by the Green Bay Transit Commission February 15, 2012
Revised policy, Approved by the Green Bay Transit Commission January 15, 2014
Revised policy, Approved by the Green Bay Transit Commission January 20, 2016
Revised policy, Approved by the Green Bay Transit Commission February 20, 2019
Revised policy, Approved by the Green Bay Transit Commission September 2019
Revised policy, Approved by the Green Bay Transit Commission September 21, 2022
Revised policy, Approved by the Green Bay Transit Commission January 18, 2023
Revised policy, Approved by the Green Bay Transit Commission May 17, 2023

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # E.1

Operational Reports

BACKGROUND

Green Bay Metro's staff will present the Commission with the operational reports.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

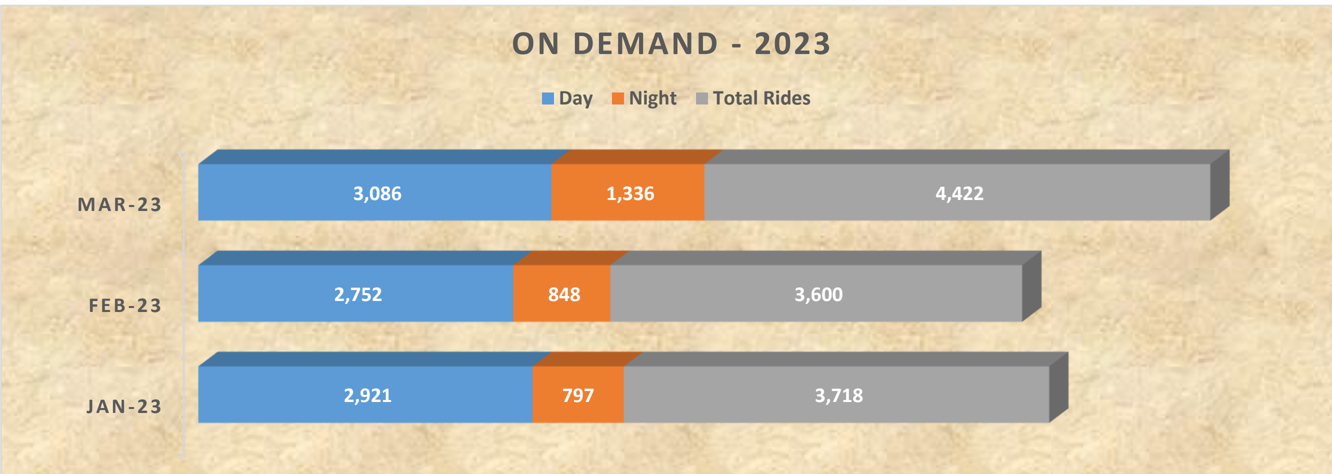
ATTACHMENTS

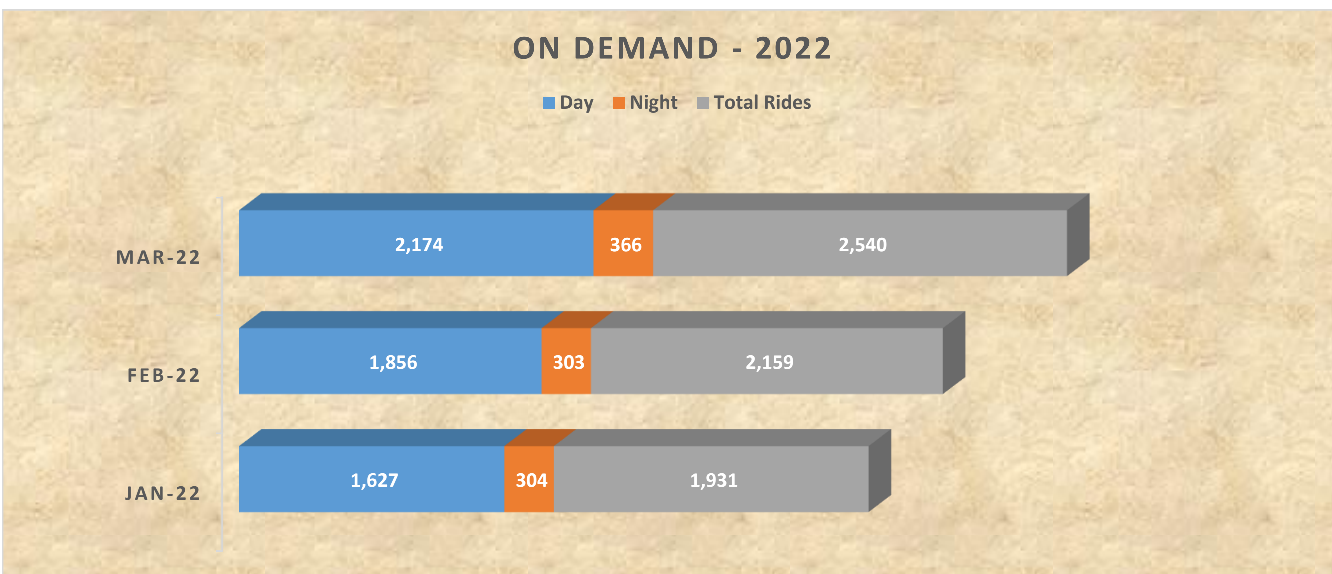
1. 03.Mar Micro KPIs
2. 03.Mar Ridership

GBM On Demand Ridership

MARCH 2023

	Day Service	Night Service	Total	YTD	Target
Passengers	3,086	1,336	4,422	11,740	
Operating Hours	1,679.0	374.2	1,096.1	3,988	
Passengers per Operating Hour	1.84	3.57	2.00	2.94	3.0
Average Customer Wait Time (minutes)	11.63	14.82	14.46		<20.0
On-Time Pickups	93%	88%	89%		95%





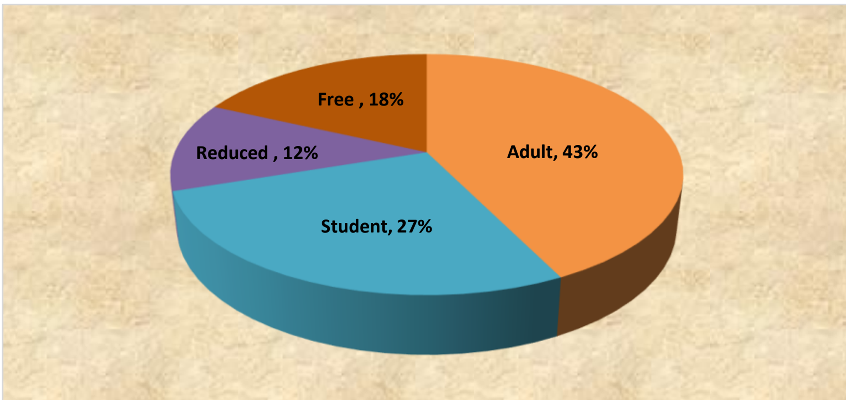
Day Service	Monday - Friday	5:45 am -6:45 pm	Saturday	7:45 am - 1:45 pm
Night Service	Monday - Friday	6:45 pm - 10:45 pm	Saturday	1:45 pm - 7:45 pm

Fixed Route Ridership

	ADULT	STUDENT	*REDUCED	*FREE	MONTHLY FIXED ROUTE	YTD FIXED ROUTE
March 2022	22,210	11,657	8,380	9,365	51,612	142,253
March 2023	24,132	17,624	7,698	11,911	61,365	183,145
Difference	1,922	5,967	(682)	2,546	9,753	
	9%	51%	-8%	27%	19%	

Microtransit On Demand Ridership

	ADULT	STUDENT	*REDUCED	*FREE	MONTHLY ON DEMAND	YTD ON DEMAND
March 2022	2,184	119	147	90	2,540	6,630
March 2023	3,953	268	193	8	4,422	11,740
	1,769	149	46	(82)	1,882	
	81%	125%	31%	-91%	74%	



YTD PASSENGERS
194,885

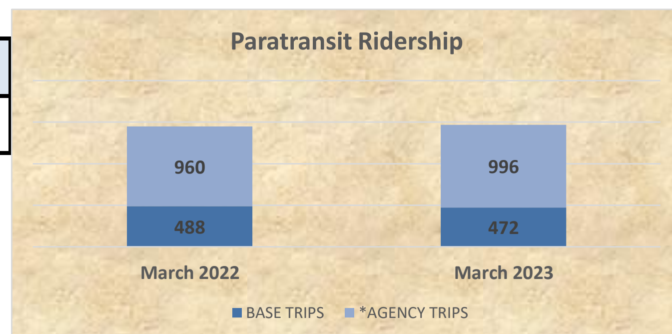
**Reduced fare program is for individuals who are age 65 and older, Medicare recipients, and individuals with qualifying disabilities.*

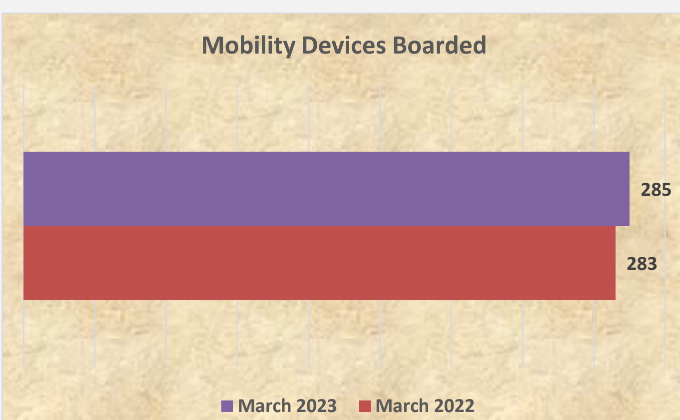
**Free is comprised of game day, children 4 & under, promos, etc.*

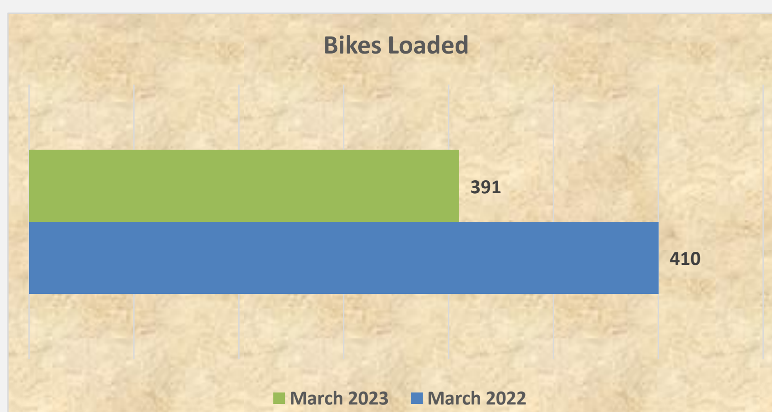
Paratransit Ridership

	BASE TRIPS	*AGENCY TRIPS	TOTAL TRIPS	YTD
March 2022	488	960	1,448	3,880
March 2023	472	996	1,468	4,089
Difference	(16)	36	20	
	-3.3%	3.8%	1.4%	

**Agency Fare includes base fare plus additional cost for expenses that is permitted by 49 CRF 37.131 to social service agencies and other organizations for agency trips (i.e., trips guaranteed to the organization).*







Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # E.2

Financial Report

BACKGROUND

Green Bay Metro's staff will present the Commission with the financial report for January through March.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

1. 03-Mar Financials

Green Bay METRO

Green Bay Metro Transit Commission
Financial Report
March 2023

EXPENSES

ACCOUNT DESCRIPTION	2023 Jan-Mar	2022 Jan-Mar	+/-	%	2023 BUDGET	% OF BUDGET
Wages & Salaries	**499,831.86**	**510,358.09**	(10,526)	-2.1%	**2,660,944**	**18.8%**
Fringe Benefits	**218,325.02**	**279,207.12**	(60,882)	-21.8%	**1,645,874**	**13.3%**
Other Employment Expenses	**22,067.54**	**5,998.65**	16,069	267.9%	**67,600**	**32.6%**
Contract Services	**17,599.07**	**32,831.64**	(15,233)	-46.4%	**401,799**	**4.4%**
Materials & Supplies	**125,884.54**	**115,484.08**	10,400	9.0%	**871,811**	**14.4%**
Building & Equip Maintenance	**73,123.74**	**51,164.13**	21,960	42.9%	**211,900**	**34.5%**
Utilities	**44,218.47**	**23,212.25**	21,006	90.5%	**123,731**	**35.7%**
Insurance	**140,762.00**	**170,891.62**	(30,130)	-17.6%	**160,492**	**87.7%**
Miscellaneous	**39.20**	**54.20**	(15)	-27.7%	**250**	**15.7%**
Paratransit Services	**101,019.97**	**97,841.82**	3,178	3.2%	**946,034**	**10.7%**
Microtransit Services	**279,357.54**	**173,003.69**	106,354	61.5%	**1,659,500**	**16.8%**
Subrecipient Expenses	**-**	**-**	-	0.0%	**-**	**0.0%**
TOTAL	**1,522,228.95**	**1,460,047.29**	**62,182**	**4.3%**	**8,749,935**	**17.4%**

ORIGINAL BUDGET

REVENUES

ACCOUNT DESCRIPTION	2023 Jan-Mar	2022 Jan-Mar	+/-	%	2023 BUDGET	% OF BUDGET
Federal Operating Asst	**-**	**-**	-	0.0%	**2,574,289**	**0.0%**
State Operating Asst	**-**	**-**	-	0.0%	**2,449,982**	**0.0%**
Other Local Municipalities	**138,188.00**	**161,066.25**	(22,878)	-14.2%	**552,752**	**25.0%**
Green Bay	**312,000.00**	**312,000.00**	-	0.0%	**1,683,788**	**18.5%**
Farebox Revenue-Fixed Route	**112,725.72**	**114,323.85**	(1,598)	-1.4%	**775,000**	**14.5%**
Farebox Revenue-Paratransit	**57,791.00**	**52,909.00**	4,882	9.2%	**385,000**	**15.0%**
Farebox Revenue-Microtransit	**6,335.00**	**3,809.00**	2,526	66.3%	**-**	**0.0%**
College Program Fares	**1,730.00**	**1,569.00**	161	10.3%	**-**	**0.0%**
TMI Refund	**-**	**50,038.00**	(50,038)	-100%	**-**	**0.0%**
Non-Transportation Revenue	**29,382.52**	**8,948.44**	20,434	228.4%	**9,699**	**302.9%**
State Fuel Refund	**2,874.49**	**2,877.34**	(3)	-0.1%	**-**	**0.0%**
Advertising	**23,391.72**	**24,607.06**	(1,215)	-4.9%	**100,000**	**23.4%**
Intercity Bus Commissions	**2,287.98**	**-**	2,288	0.0%	**6,000**	**38.1%**
Partnership Contributions	**8,106.00**	**6,448.00**	1,658	25.7%	**213,424**	**3.8%**
TOTAL	**694,812.43**	**738,595.94**	**(43,784)**	**-5.9%**	**8,749,935**	**7.9%**

KEY PERFORMANCE INDICATORS (KPI)

Operating Days	77	76	1.0	1.3%	305
Revenue Miles	162,615	191,803	(29,188)	-15.2%	663,084
Revenue Hours	10,703	12,831	(2,128)	-16.6%	43,783
Unlinked Passenger Trips	183,145	142,253	40,892	28.7%	817,802
Revenue / Cost	**45.6%**	**50.6%**			100%
Farebox Revenue / Mile	0.69	0.60	0.10	16.3%	1.17
Farebox Revenue / Pass Trip	0.62	0.80	(0.19)	-23.4%	0.95
Farebox Revenue / Hour	10.53	8.91	1.62	18.2%	17.70
Passenger / Mile	1.13	0.74	0.38	51.9%	1.23
Cost / Mile	7.02	6.20	0.82	13.3%	9.27
Cost / Passenger Trip	6.23	8.36	(2.13)	-25.4%	7.51

*Insurance is [NET] TMI

**Diesel fuel is included in materials and supplies subtotal.

Mar = 25%

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # E.3

Director's Report

BACKGROUND

Director Kiewiz will provide the Commission with an update on Green Bay Metro.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
May 17, 2023	Patty Kiewiz, Transit Director

AGENDA ITEM # E.4

Next Transit Commission Meeting: Wednesday, June 21, 2023 at 8:15 a.m.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None