



AGENDA OF THE TRANSIT COMMISSION

WEDNESDAY, JULY 17, 2024, 8:15 AM
TRANSIT
901 University Ave

A. Roll Call.

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

B. Approval of the Agenda.

1. Approval of the Wednesday, July 17, 2024 Transit Commission Agenda.

C. Approval of Minutes.

1. Approval of Transit Commission minutes from June 19, 2024.

D. Regular Business.

1. Discussion/Action: Green Bay Metro's 2025-2027 DBE Program
2. Discussion/Action: Green Bay Metro's Public Transit Agency Safety Plan (PTASP)
3. Discussion/Action: Creative Outdoor Advertising Contract

E. Informational.

1. Operational Reports
2. Financial Reports
3. Director's Report
4. Next Transit Commission Meeting: August 21, 2024 at 8:15am.

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



MEETING DATE

July 17, 2024

PREPARED BY

AGENDA ITEM # B.I

Approval of the July 17, 2024 Transit Commission Agenda.

BACKGROUND

RECOMMENDATION

Staff recommends the approval of the Transit Commission agenda for July 17, 2024.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

Becky Fleck, Transit Staff

AGENDA ITEM # C.I

Approval of Transit Commission minutes from June 19, 2024.

BACKGROUND

Minutes from the meeting held on June 19, 2024.

RECOMMENDATION

Staff recommends approval of the minutes from the June 19, 2024, meeting.

FISCAL IMPACT

ATTACHMENTS

- I. Transit Commission 6-19-2024



MINUTES OF THE TRANSIT COMMISSION

WEDNESDAY, JUNE 19, 2024, 8:15 AM

TRANSIT

901 University Ave

A. ROLL CALL.

- I. Roger Kolb, Chair; Randy Scannell, Vice-Chair; Kevin Kuehn, Secretary; Alderman Craig Stevens, Michael Conley-Kuhagen, Terri Refsguard and Hector Rodriguez.

Present: Roger Kolb, Michael Conley - Kuhagen, Randy Scannell, Terri Refsguard, and Alderperson Craig Stevens

Excused: Kevin Kuehn, Hector Rodriguez

Chair Roger Kolb called the meeting to order at 8:15 a.m.

B. APPROVAL OF THE AGENDA.

- I. Approval of the Wednesday, June 19, 2024 Transit Commission Agenda.

Moved by Randy Scannell, seconded by Michael Conley-Kuhagen to approve the June 19, 2024, agenda. Motion carried.

Yes – Roger Kolb, Alderperson Craig Stevens, Terri Refsguard

No – None, Abstain - None

C. APPROVAL OF MINUTES.

- I. Approval of Transit Commission minutes from May 15, 2024.

Moved by Randy Scannell seconded by Michael Conley-Kuhagen to approve the minutes from the May 15, 2024, meeting. Motion carried.

Yes – Roger Kolb, Alderperson Craig Stevens, Terri Refsguard

No – None, Abstain - None

D. REGULAR BUSINESS.

1. Discussion/Action: Appointment of Recording Secretary for the Green Bay Transit Commission

Director Kiewiz stated recommended Becky Fleck as the recording secretary.

Moved by Craig Stevens seconded by Randy Scannell to approve Becky Fleck as the recording secretary for Green Bay Metro.

Yes – Roger Kolb, Alderperson, Terri Refsguard, Michael Conley-Kuhagen

No – None, Abstain - None

2. Discussion/Action: Green Bay Metro's 2025 Transit Asset Management Plan

Director Kiewiz briefly went over the TAM plan and the updates that were added regarding Metro's equipment's useful life. Green Bay Metro will be disposing approximately 10 buses that have exceeded their useful life.

P. Kiewiz stated she could answer any questions. No further discussion was held.

Moved by Randy Scannell, seconded by Michael Conley-Kuhagen to approve the GBM's 2025 Transit Asset Management Plan.

Yes –Roger Kolb, Alderperson Craig Stevens. Terri Refsguard.

No – None. Abstain - None

3. Discussion/Action: Green Bay Metro's Drug & Alcohol Policy

Director Kiewiz explained this policy is required to be updated per 49 CFR. The largest change was updating Becky Fleck as the Assistant Drug and Alcohol Program Manager.

P. Kiewiz stated she could answer any questions. No further discussion was held.

Moved by Michael Conley-Kuhagen, seconded by Craig Stevens to approve the Green Bay Metro's Drug and Alcohol Policy.

Yes –Roger Kolb, Randy Scannell, Terri Refsguard.

No – None. Abstain – None

4. Discussion/Action: 2024 Real Property Inventory

Director Kiewiz stated this is a document that requires Commission action. She stated there has been no change since the new driveway and fencing was installed.

No further discussion was held.

Moved by Randy Scannell, seconded by Terri Refsguard to approve the 2024 Real Property Inventory.

Yes – Roger Kolb, Alderperson Craig Stevens, Michael Conley-Kuhagen.

No – None. Abstain – None

5. Discussion/Action: Purchase Replacement Surveillance Camera System

Director Kiewiz stated that we're planning on replacing all 74 cameras in the facility. The current cameras are 6 years old. The current software is unable to be updated. Heartland was the vendor that scored the highest.

Alder Craig Stevens asked about the difference in price of the agenda vs. the attachment. P. Kiewiz shared that federal grants do not allow annual maintenance to be included and that is covered through Metro's annual operating budget.

Terri Refsguard asked if this would include locks on the doors. P. Kiewiz shared that this will only be for the 74 cameras we're replacing, and the facility security is done through LaForce.

Moved by Craig Stevens, seconded by Michael Conley-Kuhagen to approve the purchase of the surveillance camera system.

Yes – Roger Kolb, Alderperson Craig Stevens, Terri Refsguard,

No – None. Abstain – None

E. INFORMATIONAL.

I. Operational Reports

Director Kiewiz shared that ridership is increasing by about 1,300 trips and school is now out. The staff continue to see more people riding.

Randy Scannell asked if we needed to, could we increase hours based on ridership?

P. Kiewiz stated that we continue to monitor wait times for microtransit. The goal is to keep the average under 30 minutes based on how our fixed routes run. If we need to look at increasing fixed routes, we could; but we are still short a few drivers.

Randy Scannell asked if we could bring more vehicles on board with VIA to help with the increase in ridership. P. Kiewiz shared they would provide extra vehicles if we requested. However, there would be additional cost for Metro. The current contract expires in March 2025.

2. Financial Reports

Director Kiewiz provided an overview of the financial report. The staff has no concerns at this time.

No further discussion was held.

3. Director's Report

Director Kiewiz said that we're working on hiring operators, and we have 1 driver starting soon. We do expect some retirements this year. Staff has seen an increase in applications with various efforts. P. Kiewiz also stated Metro is looking to hire one more mechanic.

We started the Request for Proposal for the Paratransit and Microtransit program; the contract ends in March 2025.

Terri Refsguard asked if we had any updates regarding the draft and if they could be informed.

P. Kiewiz stated that there isn't a lot of discussion happening yet. Everyone is still in the process of planning, but we will contribute and help bring in others. P. Kiewiz will provide updates as they come available.

Alder Craig Stevens shared that more information will be available in August.

4. Next Transit Commission Meeting: July 17, 2024, at 8:15am.

F. ADJOURNMENT.

Motion by Randy Scannell, seconded by Terri Refsguard, to adjourn at 9:05 a.m. Motion carried.

Yes –Roger Kolb, Alderperson Craig Stevens, Michael Conley-Kuhagen

No – None. Abstain - None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.I

Discussion/Action: Green Bay Metro's 2025-2027 DBE Program

BACKGROUND

Green Bay Metro is required to establish a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. This program is required to be submitted to the Federal Transit Administration every three years. For FFY 2025-2027 Green Bay Metro's goal is 1.65%.

RECOMMENDATION

Staff recommends approval of the FFY 2025-2027 DBE goal of 1.65%.

FISCAL IMPACT

ATTACHMENTS

- I. DBE Program 2025-2027 - FINAL DRAFT



***DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROGRAM
49 CFR PART 26***

Patricia Kiewiz, Transit Director

Annual DBE Goal – FFY **2025-2027**

For

U. S. Department of Transportation
Federal Transit Administration

July 2024



POLICY STATEMENT

Objectives (CFR Part 26.1, 26.23)

Green Bay Metro of the City of Green Bay has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Green Bay Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Green Bay Metro has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Green Bay Metro to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

Sherry Schuh, Green Bay Metro Finance Manager has been delegated as the DBE Liaison Officer. In that capacity, Ms. Schuh is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Green Bay Metro in its financial assistance agreements with the Department of Transportation.

Green Bay Metro has disseminated this policy statement to the Green Bay Metro Transit Commission and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts through public notification (advertisement in local newspapers).

A handwritten signature in black ink, appearing to read "Eric Genrich", written over a horizontal line.

Eric Genrich, Mayor of Green Bay

A handwritten date "6/24/24" in black ink, written over a horizontal line.

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

Green Bay Metro is the recipient of federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405; Titles I, II, III, and VI of the Fixing America's Surface Transportation Act (FAST Act) Pub. L. 114-94; and Divisions A and C of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58), Pub. L. 117-58.

Section 26.5 Definitions

Green Bay Metro will adopt the definitions contained in Section 26.5 for this program.

Section 26.7 Non-discrimination Requirements

Green Bay Metro will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Green Bay Metro will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Uniform Report of DBE Award or Commitments and Payments: 26.11(a)

Green Bay Metro will report semi-annually DBE participation to the FTA using the Uniform Report of DBE Awards or Commitments and Payments found in Appendix B to the DBE regulation.

Bidders List: 26.11(c)

Green Bay Metro will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidders list will include the name, address, DBE non-DBE status, race and gender, NAICS code, age, and annual gross receipts of firms.

We will collect this information in the following ways:

Green Bay Metro will use the certified DBE businesses listed for the State of Wisconsin in the WI UCP Eligibility Directory available on the WISDOT web site at WI DOT Unified Certification Program (UCP) DBE certified firms to collect information on DBEs. The data collected shall be entered in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

Green Bay Metro will maintain records as required.

Section 26.13 Federal Financial Assistance Agreement

Green Bay Metro, City of Green Bay has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance: 26.13(a)

Green Bay Metro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Green Bay Metro of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

[Note: This language is to be used verbatim, as it is stated in 26.13(a).]

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

[Note: This language is to be used verbatim, as it is stated in 26.13(b)]

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since Green Bay Metro has received a grant of \$250,000 or more in FTA planning capital, and or operating assistance in a Federal fiscal year, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Sherry Schuh
Finance Manager
901 University Avenue Green Bay, WI 54302
sherry.schuh@greenbaywi.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that Green Bay Metro complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City of Green Bay Mayor concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 4 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Works with all departments to set overall annual goals.
3. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
5. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
6. Provides outreach to DBEs and community organizations to advise them of opportunities.
7. Maintains Green Bay Metro's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of Green Bay Metro to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions.

We have made the following efforts to identify and use such institutions:
Reach out to DBE financial institutions to research the full extent of services.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Section 26.29 Prompt Payment Mechanisms

Prompt Payment: 26.29(a)

Green Bay Metro will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from Green Bay Metro. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Green Bay Metro. This clause applies to both DBE and non-DBE subcontracts.

Contract Assurance: 26.29(b)

The prime contractor agrees to return retainage payments to each subcontractor within

10 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Green Bay Metro. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Oversight: 26.29(d)

Green Bay Metro will monitor and enforce prompt payment and return of retainage by auditing the contractor and subcontractor payments and receipts.

Enforcement: 26.29(e)

Green Bay Metro shall enforce penalties for failure to comply. Payments not made within guidelines of the terms may be subtracted from prime contractors amounts. Violation of specified time frames could affect future ability to contract with Green Bay Metro.

Section 26.31 Directory

Green Bay Metro maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We revise the Directory each contracting opportunity. GBM uses the certified DBE businesses listed for the State of Wisconsin in the WI UCP Eligibility Directory to identify DBEs for specific projects. The Directory is available on the WISDOT web site at <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>.

Section 26.33 Overconcentration

Green Bay Metro has not identified that overconcentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

Green Bay Metro has not established a business development or a mentor-protégé program.

Section 26.37 Monitoring and Enforcement Mechanisms

Green Bay Metro will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by ensuring that the provider is a registered DBE and verifying that services or materials are provided by the DBE.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of the contract award.

Section 26.39 Small Business Participation

Green Bay Metro has incorporated the following non-discriminatory element to its DBE program, in order

to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and non-DBE small businesses):

In an effort to foster small business participation, Green Bay Metro will make a reasonable effort to unbundle contracts to allow opportunities of a size that small businesses, including DBE's, can reasonably perform. Green Bay Metro will require prime contractors to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Green Bay Metro does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

In accordance with Section 26.45(f) Green Bay Metro will submit its triennial overall goal to FTA on August 1 of the year specified by FTA.

Green Bay Metro will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by FTA. The process generally used by Green Bay Metro to establish overall DBE goals is as follows:

Green Bay Metro will set the overall goal as a percentage of all FTA funds (exclusive of funds for purchase of transit vehicles) that will be expended in FTA assisted contracts in the three forthcoming fiscal years. If necessary, Green Bay Metro will amend the goal to incorporate large projects that need an individual project goal. The base figure for the relative availability of DBE's will be calculated using the following formula:

$$\text{Base figure} = \frac{\text{Ready, willing and able DBEs}}{\text{All firms ready, willing and able}}$$

The data source for demonstrable evidence used to derive the numerator will be the certified DBE businesses listed for the State of Wisconsin in the WI UCP Eligibility Directory. The data source or demonstrable evidence used to derive the denominator will be the web site for the Census Bureau's NAICS system. NAICS codes used will include businesses with anticipated purchases in the years for which goal is being submitted, and actual purchases during the prior year.

Before establishing the overall goal triennially (as directed by the FTA), Green Bay Metro will consult with the Green Bay Area Chamber of Commerce and any available minority groups to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and Green Bay Metro's efforts to establish a level playing field for the participation of DBEs .

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at your principal office for 30 days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 45 days from the date of the notice. Green Bay Metro will publish DBE goals in the local newspaper and transit trade magazines. Normally, we will issue this notice by June 30 on the required year of goal establishment. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. Our overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc. used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed

above.

We will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by FTA.

Section 26.49 Transit Vehicle Manufacturers Goals

Green Bay Metro will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Green Bay Metro may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Green Bay Metro shall, within 30 days of becoming contractually obligated to procure a transit vehicle, report:

1. Name of TVM
2. Federal share of contractual commitment (at that time).

Section 26.51 Meeting Overall Goals/Contract Goals

Green Bay Metro will meet maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, Green Bay Metro will:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small business' participation (e.g. unbundling large contracts to make them more accessible to small business).
2. Provide technical assistance and other services.
3. Ensure the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders.

Green Bay Metro will use contract goals to meet any portion of the overall goal Green Bay Metro does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Award of Contracts with a DBE Contract Goal; 26.53(a)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, Green Bay Metro will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good

faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

Green Bay Metro treats bidder/offers 'compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by Green Bay Metro that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following reconsideration official:

Patricia Kiewiz
Transit Director
901 University Avenue Green Bay, WI 54302
patriciaki@greenbaywi.gov

The reconsideration official will not have played any role in the original determination that the bidder/offer or did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

Green Bay Metro will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order

stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D & E – CERTIFICATION STANDARDS

Section 26.61 – 26.84 Certification Process

Green Bay Metro is not a DBE certifying agency.

Green Bay Metro uses Wisconsin Department of Transportation DBE list of certified firms. The certification application forms, and documentation requirements can be found on the Wisconsin Department of Transportation website at <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

Section 26.89 Certification Appeals

Green Bay Metro is not a DBE certifying agency.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Green Bay Metro or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

ADOPTION AND REVISION HISTORY

Adopted and approved by the Green Bay Transit Commission

Revised and updated by the Green Bay Transit Commission on August 15, 2012

Revised and updated by the Green Bay Transit Commission on July 15, 2015

Revised and updated by the Green Bay Transit Commission on April 18, 2018

Revised and updated by the Green Bay Transit Commission on June 30, 2021

Revised and updated by the Green Bay Transit Commission on July 17, 2024

DRAFT

ATTACHMENTS

- Attachment 1 Proposed DBE Plan and Goals – Public Notice
- Attachment 2 Overall Goal Calculations
- Attachment 3 Breakout: Estimated Race Neutral & Race-Conscious Participation
- Attachment 4 Organizational Chart

DRAFT

Attachment 1

Proposed DBE Plan and Goals – Public Notice

See attached. Please note there was no response from the public as a result of the publishing of the goal.

AFFIDAVIT OF PUBLICATION

Advertiser Name and Address

Green Bay Metro
901 University Ave
Green Bay WI 54302

STATE OF WISCONSIN
COUNTY OF BROWN

Dave Wood, being duly sworn, says:

That he is the Publisher of the Press Times, a weekly newspaper of general circulation, printed and published in Howard, Brown County, Wisconsin; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

May 31 2024

That said newspaper was regularly issued and circulated on those dates.

Dave Wood

Publisher

Subscribed to and sworn to me this 31st day of May, 2024.

Casie L Mallen

Casie L Mallen, Brown County, Wisconsin

My commission expires: March 29, 2026

Publication Cost: \$31.62

An affidavit cost of \$1 is included in the Publication Fees listed above.

Ad No: 390828

Customer No: 105387

Green Bay

WNAXLP

**NOTICE OF PUBLICATION
OF THE GREEN BAY
METRO SYSTEM
DISADVANTAGED
BUSINESS ENTERPRISE
(DBE) GOAL
FOR FY 2025-2027**

All interested persons are invited to submit comments regarding Green Bay Metro's DBE Goal for the following: FY 2025, FY 2026 & FY 2027 DBE Goal 1.85% percent. The Green Bay Metro 2025-2027 DBE goal is available for inspection from 8:00 a.m. to 4:30 p.m. Monday through Thursday at Green Bay Metro, 901 University Avenue, for 30 days following the date of this notice.

Metro will accept comments for 45 days from the date of this notice.

Comments can be forwarded to Patricia Kiewitz, Transit Director, by phone at 920-448-3455, by fax at 920-448-3461, or by mail at Green Bay Metro, ATTN: Ms. Patricia Kiewitz, 901 University

Legals

7700

Avenue, Green Bay, WI 54302.

Comments can also be sent to the Federal Transit Administration (FTA), ATTN: Regional Civil Rights Officer, FTA, 200 West Adams St., Suite 320, Chicago, IL 60606. Publish 05.31.24 WNAXLP

Attachment 2

Section 26.45: Overall Goal Calculation

Amount of Goal

1. Green Bay Metro has determined its overall goal for **FY 2025-2027 as 1.65%** of the Federal Financial assistance that we will expend in DOT-assisted contracts, exclusive of FTA funds to be used for the purchase of transit vehicles.
2. Green Bay Metro expects to award approximately **\$\$5,007,737 of** DOT-assisted contracts during each year beginning **FY2025 through FY 2027**. We have set a goal of spending approximately **\$ \$82,735** each year with DBEs during this timeframe.

Methodology used to Calculate Overall Goal

Step 1: 26.45(c)

Determine the base figure for the relative availability of DBEs.

The base figure for the relative availability of DBEs was calculated as follows:

$$\text{Base figure} = \frac{\text{Ready, willing, and able DBEs} = 72}{\text{All firms ready, willing and able} = 2179}$$

The data source or demonstrable evidence used to derive the numerator was the certified DBE businesses listed for the State of Wisconsin in the WI UCP Eligibility Directory available on the WISDOT website at <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>. NAICS codes used included businesses with anticipated purchases in 2025-2027 and actual purchases during 2023. The NAICS codes used were **237310, 238160, 423120, 423440, 423610, 423690, 423830, 485991, 561621, & 485310**.

The data source or demonstrable evidence used to derive the denominator was the Wisconsin establishments listed on the web site for the Census Bureau's NAICS system at <https://www.census.gov/programs-surveys/cbp/data/tables.html>. NAICS codes used included the same codes used to derive the numerator.

Using this information, we determined that the base figure for Green Bay Metro's overall goal is 3.30%.

Step 2: 26.45(d)

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

In order to reflect as accurately as possible, the DBE participation expected in the absence of discrimination, the base figure has been adjusted by 0%.

The data used to determine the adjustment to the base figure is as follows:

- Adjusting the Step One Base with the Median Past Participation: The 3-year history of Green Bay Metro's DBE goal achievement is used for this calculation. The median goal achieved was **0% (0%, 0%, 0%, 0% 0%, and 0%)**. This median was added to the base goal of **3.30%** and divided by 2 = **1.65%**. Contracting opportunities in the upcoming triennial cycle are substantially similar to the past triennial period with many of the same NAICS codes being used.
- Disparity Studies: We were unable to find any disparity studies for our area.
- Analysis of Bidder's List: Green Bay Metro's bidder's list was reviewed to determine the number of DBEs that have bid or quoted on our DOT-assisted prime contracts or subcontracts in the past year. The analysis reflects no further adjustment to the DBE goal.

26.45(g)(i)

Green Bay Metro encourages DBE participants. Transit buses display opportunities, and the website encourages DBE vendors to do business with Green Bay Metro. The Area chamber of commerce and the City of Green Bay Purchasing Department are consulted on DBE participation and Green Bay Metro's proposed DBE goal. It was agreed upon that creating capacity is an issue in our community. Green Bay Metro held a DBE consultation session looking for community engagement to create and foster relationships, and to consult with on its current and future projects. A list of DBE vendors from the City's purchasing software was also provided. No adjustments will be made to our goal as a result of this consultation.

From this data, we have established our adjusted goal as **1.65%**.

Attachment 3

Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

Green Bay Metro will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Green Bay Metro uses the following race-neutral means to increase DBE participation:

- Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses' participation (e.g., unbundling large contracts to make them more accessible to small businesses).
- Providing technical assistance and other services.
- Ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders.

Although the principal way Green Bay Metro has been successful in attracting DBE's in the past is to use race conscious measures. We estimate that the **2025-2027** overall goal of **1.65%** will be met 100% from race-neutral participation and 0% through race-conscious measures.

In summary, the basis of our estimated breakout of race-neutral and race-conscious DBE participation is from the DBE participation of DBEs in local procurement programs in which there are no DBE contract goals.

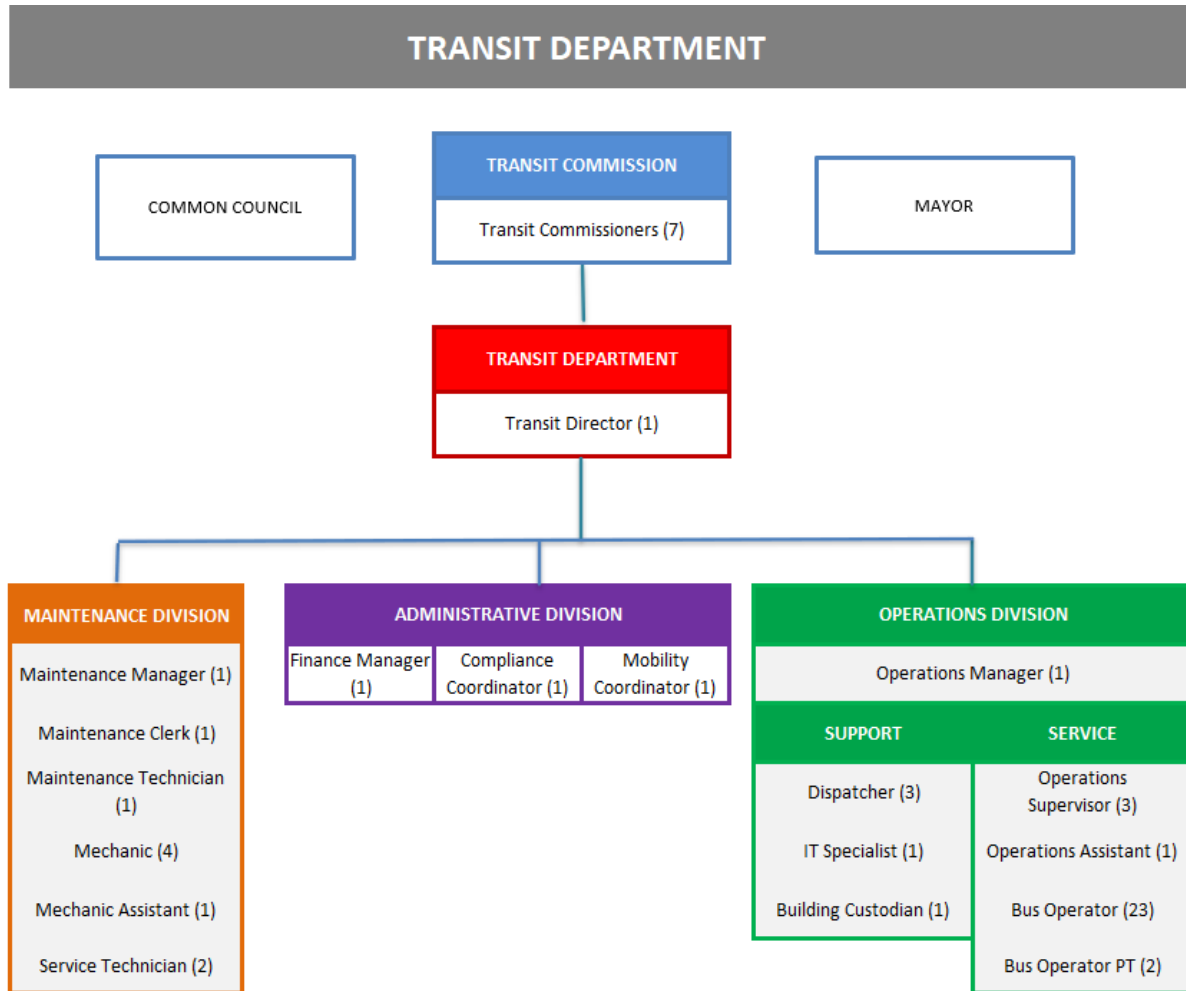
In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to the following:

- DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures
- DBE participation through a subcontract on a prime contract that does not carry DBE goal
- DBE participation on a prime contract exceeding a contract goal
- DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status making the award

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

Attachment 4

Organizational Chart





Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.2

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. Director Kiewiz will summarize the modifications and revisions. This plan was approved by Green Bay Metro's Safety Solutions Team prior to seeking Transit Commission approval.

RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. GBM - PTASP July 2024 DRAFT
2. Appendix H - Training Frequency Schedule DRAFT Jul 2024
3. Appendix I - Safety Reporting and Targets FIXED 7.1.24
4. Appendix I - Safety Reporting and Targets PARA 7.1.24
5. Appendix I - Safety Reporting and Targets MICRO 7.1.24



Public Transportation Agency Safety Plan

DRAFT

July 1, 2024

49 CFR 673

On July 19, 2018, FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

The plan must include safety performance targets. Transit operators also must certify they have a safety plan in place meeting the requirements of the rule by July 20, 2021. The plan must be updated and certified by the transit agency annually.

The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). However, FTA is deferring applicability of this requirement for operators that only receive funds through FTA's Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (Section 5310) and/or Rural Area Formula Program (Section 5311).

Bipartisan Infrastructure Law 49 U.S.C. § 5329(d)

The Bipartisan Infrastructure Law amends FTA's safety program at 49 U.S.C. § 5329(d) (Section 5329(d)) by adding to the public transportation agency safety plan (PTASP) requirements.

In the case of a recipient receiving assistance under section 5307 that is serving an urbanized area with a population of 200,000 or more, additional requirements must be met.

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 -		
	Randy Scannell -		
	Hector Rodriguez -		
	Alder Craig Stevens -		
	Michael Conley-Kuhagen -		
Terri 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			
<i>Complete history of successive versions of this plan</i>			
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	5/17/2023
7	Pg 11, 21, Appendices A, H and I	Updated Org charge, safety role titles, added De-escalation training as a requirement. Updated positions in Appendix H, Updated Appendix I for current info.	4/17/2024
8	Pg 2-3, 11, Appendix H, I	Update training schedule for Mental Health/Suicide Awareness, Driver Fatigue Awareness and Assault on Transit Workers. Update table of organization.	7/1/2024

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DEFINITIONS AND ACRONYMS

The following definitions may be used throughout this document and correspond to the definitions provided in 49 CFR 673.5.

Accident means an “event”, as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. A runaway train,
5. An evacuation for life safety reasons, or
6. Any derailment of a rail transit vehicle (any location, any time, any cause).

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a Transit Agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a Transit Agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means an “accident”, as defined above, or “incident” or “occurrence” (each as defined below).

FTA means the Federal Transit Administration, an agency within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an “event” (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or
3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a Transit Agency.

Investigation means the process of determining the causal and contributing factors of an “accident”, “incident”, or “hazard” (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an “event” (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a Transit Agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a Transit Agency that is required by 49 U.S.C. 5329 and this part.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a Transit Agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Transit Agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a Transit Agency's documented commitment to safety, which defines the Transit Agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a Transit Agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the Transit Agency's public transportation system.

Safety Risk Assessment means the formal activity whereby a Transit Agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a Transit Agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Safety Solutions Team serves as Green Bay Metro's Safety Committee and is made up of equal parts of frontline staff and management team personnel.

Serious Injury means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

Transit Agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

CFR	-	Code of Federal Regulations
CSO	-	Chief safety officer
FTA	-	Federal Transit Administration
GBM	-	Green Bay Metro
MAP-21	-	Moving Ahead for Progress in the 21st Century
NTD	-	National Transit Database
PTASP	-	Public transportation agency safety plan
SGR	-	State of good repair
SMS	-	Safety management system
SOP	-	Standard operating procedure
TAM	-	Transit asset management
U.S.C.	-	United States Code

BACKGROUND

The Moving Ahead for Progress in the 21st Century (MAP-21) Act grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry towards a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The PTASP for Green Bay Metro (GBM) supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21. The PTASP for Green Bay Metro addresses the following elements, outlined in **Table 1** (below):

☐ Safety Management Policy Statement:	A policy statement establishing senior management commitment to continual safety improvement, signed by the executive accountable for the operation of the agency and the board of directors.
☐ Document Control:	A description of the regular annual process used to review and update the plan including a timeline for implementation of the process.
☐ Core Safety Responsibilities:	A description of the responsibilities, accountabilities, and authority of the accountable executive, the key safety officers, and key members of the safety management team.
☐ Safety Training Program:	A description of the comprehensive safety training program for agency staff that ensures that staff are trained and competent to perform their safety duties.
☐ Safety Risk Management:	A description of the formal processes the agency uses to identify hazards, analyze and assess safety risks, and develop, implement and evaluate risk controls.
☐ Safety Risks:	A description the most serious safety risks to the public, personnel and property.
☐ Risk Control:	A description of the risk control strategies and actions that the agency will undertake to minimize exposure of the public, personnel and property to hazards, including a schedule for implementing the risk control strategies and the primary entity responsible for each strategy.
☐ Safety Assurance:	A list of defined safety performance indicators for reach priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.
☐ Desired Safety Outcomes:	A description of desired safety outcomes for each risk using the measurable safety performance indicators established.

Table 1: Elements of a Public Transportation Agency Safety Plan (PTASP)

1 SAFETY POLICIES AND PROCEDURES

1.1 COMMITMENT TO SAFETY

Policy Statement

The management of safety is one of our core business functions. Green Bay Metro (GBM) is committed to developing, implementing, maintaining, and constantly improving processes to ensure that all our transit service delivery activities take place under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting established standards.

To ensure transit system safety, and in order to comply with Federal Transit Administration (FTA) requirements, GBM 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 signed into law by President Barack Obama on July 6, 2012.

All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the Accountable Executive.

Green Bay Metro commits to:

- Support the management of safety through the provision of appropriate resources, that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization;
- Integrate the management of safety among the primary responsibilities of all managers and employees;
- Clearly define for all staff, managers, and employees, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of our Safety Management System (SMS);
- Establish and operate hazard identification and analysis, and safety risk assessment activities, including an employee safety reporting program as a fundamental source for safety concerns and hazard identification, in order to eliminate or mitigate the safety risk of the consequences of hazards resulting from our operations or activities to a point which is consistent with our acceptable level of safety performance;
- Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- Comply with, and wherever possible exceed, legislative and regulatory requirements and standards;

- Ensure that sufficient skilled and trained human resources are available to implement safety management processes;
- Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
- Establish and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improve our safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
- Ensure externally supplied systems and services to support our operations are delivered meeting our safety performance standards.

Other policies and plans that detail specific safety related topics at GBM are listed below. These are in addition to any measures implemented in the PTASP. When policies are updated, all employees will receive a new written copy of the policy.

- Accidents & Incidents Policy
- Bus Operator Manual
- City Emergency Operations Plan
- City Emergency Support Function/Evacuation & Transportation Resources
- City Policies and Procedures Manual
- Dispatch Manual
- Drug & Alcohol Policy
- Maintenance Policy & Procedure
- Paratransit Policy
- Segway Policy
- Severe Weather/Tornado Policy
- Standing on the Bus Policy
- System Security and Emergency Action Plan

1.2 ANNUAL PTASP REVIEW AND UPDATE

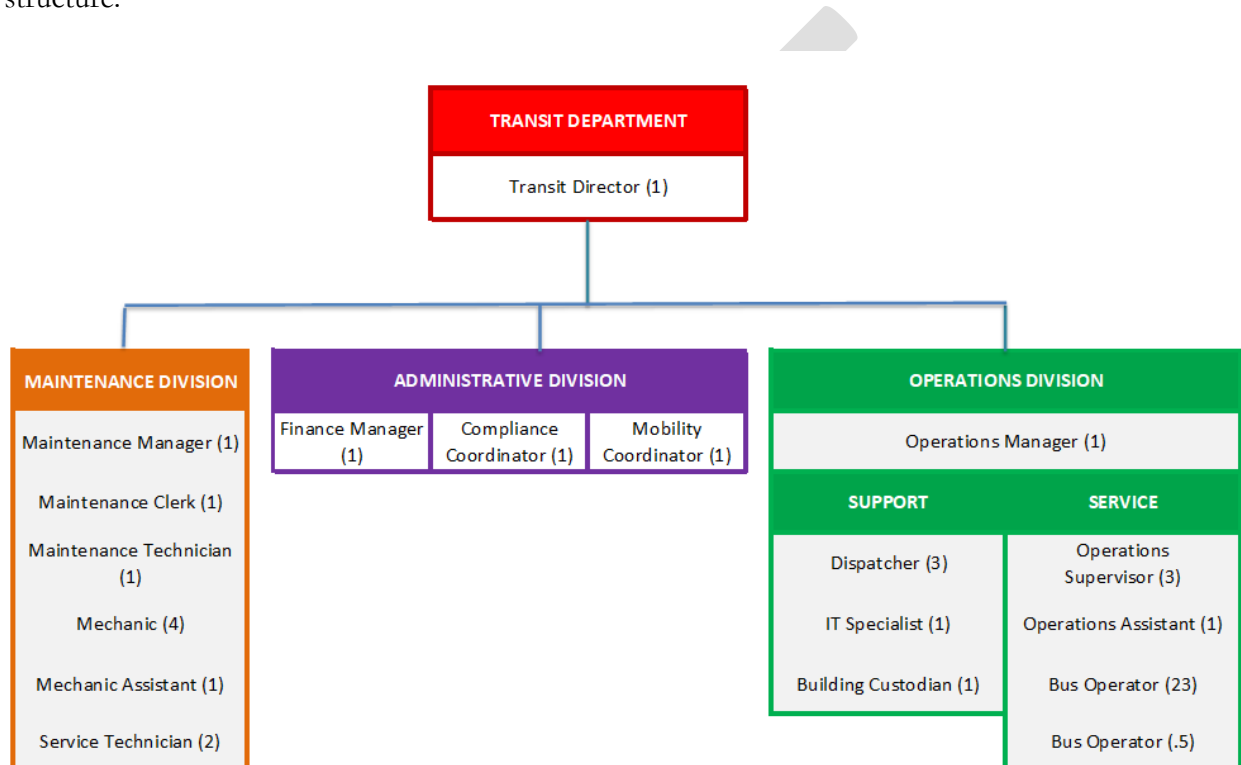
GBM management will review the PTASP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At minimum, annual self-certification will consist of review and approval by GBM's Safety Solutions Team, Accountable Executive, and the Transit Commission.

Annual review of the PTASP will be conducted by GBM by June 1 of each calendar year. Necessary updates outside the annual update window may be handled as PTASP addenda. Reviews of the PTASP and any subsequent updates, addenda, adoption, and distribution activities will be documented in the Activity Log at the beginning of this document.

1.3 ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES

While the Accountable Executive has the ultimate responsibility for GBM's implementation of its PTASP, GBM's executive management has the overall responsibility of safe and secure operations of GBM and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on the employee's position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (**Appendix A**) describes each position and general system safety responsibilities, and the agency's reporting structure.



2 SAFETY RISK MANAGEMENT

2.1 HAZARD IDENTIFICATION

Establishing an effective hazard identification program is fundamental to safety management at GBM. FTA defines a hazard in 49 CFR part 673.5 as “any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.” Hazard identification comes from many sources. Examples of these such sources include but are not limited to; FTA and other oversight authorities, and public reports on safety information, as well as safety bulletins and information from manufacturers.

Hazard identification can be reactive or proactive in nature: safety event reporting, incident investigation, and trend monitoring are essentially reactive; other hazard identification methods proactively seek feedback through data collection, observation, and day-to-day operations analysis. Common hazard identification activities include:

- Safety assessments
 - Assessments are conducted in collaboration with the City of Green Bay Human Resources department and the Risk department as well as Transit Mutual Insurance (TMI)
 - TMI safety audit
 - TMI mystery riders approximately 15 times per year
 - Maintenance Manager monitors the facility and rolling stock preventative maintenance schedules to ensure compliance.
- Safety Solutions Team
 - The Safety Solutions Team is made up of an equal number of frontline employee representatives and management representatives.
 - They are responsible for
 - Identifying and recommending risk-based mitigation or strategies necessary to reduce the likelihood and severity of consequences identified through GBM’s safety risk assessment.
 - Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended
 - Identifying safety deficiencies for purposes of continuous improvement.
- Trend monitoring
 - GBM receives reports from TMI regarding trends within our system as well as all the transit systems in the state of Wisconsin.
 - GBM receives reports from the City of Green Bay Risk department in regards to current safety trends within City departments.
 - GBM also analyzes Worker’s Comp claims to look for similarities and trends in causes.
 - Operations Supervisors track and categorize every incident and accident that occurs, and trends are discussed quarterly at Safety Meetings. Information is also shared via the Safety Solutions Team which is made up of representatives from each division within GBM.

- GBM frequently monitors current Centers for Disease Control and Prevention (CDC) and State Health Department guidelines and implements strategies for mitigating the spread of infectious diseases. Mitigations include but are not limited to air purification systems, driver barriers, and mask mandates when required.
- Hazard and safety event reporting (with causal factor analysis)
 - Hazards will be monitored by utilizing appendices B through G which are updated frequently.
- Safety surveys
 - Employees can report safety concerns anonymously either by calling the confidential reporting phone number at 920-448-3492 or emailing the anonymous address metro.info@greenbaywi.gov. Suggestions can also be submitted by writing concerns on a piece of paper and placing them in the safety suggestion box located in the Operations break room which will be checked periodically by an Operations Supervisor. Suggestions will then be evaluated by the Safety Solutions Team using the Safety Suggestion Response form. If a suggestion is approved by the Safety Solutions Team, it will be brought to the Transit Director for final approval and implementation.
- Safety audits
 - Route qualification audits, which ensure that all operators are qualified to drive all routes.
 - Recertification on safe driving techniques (see section 4.1.2 for more information)
 - Observation audits conducted by an Operations Supervisor riding along with an operator to evaluate their adherence to policy. Observation audits are also done by reviewing video from the bus. Checks are done on the Operator's adherence to safety policies, their uniforms, their customer relation skills and the general operation of the bus. Upon conclusion of the ride along, time is scheduled with the Operator to go over the results and discuss what was done well and what areas could be improved upon.
 - Hours of service audits conducted daily when creating Operators driving schedules to ensure no driver is allowed to drive for more than 13.5 hours per day in accordance with department policy.
 - The City of Green Bay Human Resources department monitors all applicable employees with a Commercial Driving License (CDL) to ensure up to date and accurate information. GBM is in compliance with the Federal Highway Administration's Commercial Driver Licensing Standards. All Bus Operators and Maintenance personal are required to have a CDL in the class required by the state issuing the license.
- Evaluating customer suggestions and complaints
 - Customer suggestions and complaints can be submitted in one of three ways. Passengers can call the confidential hotline at 920-448-3492, by emailing metro.info@greenbaywi.gov, by requesting to speak with an Operations Supervisor when at the Passenger Center or by submitting a comment to the suggestion box in the passenger lobby.

The number of near-misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be

successful, hazard identification must take place within a non-punitive and just safety culture. GBM employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

2.1.1 Non-Punitive Reporting Policy

GBM is committed to the safest transit operating standards practicable. To achieve this, it is imperative that GBM have uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

GBM will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by GBM from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

GBM's method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

2.2 SAFETY RISK ASSESSMENT

Once a hazard has been identified, GBM will conduct an assessment, using **Appendix D**, to determine the potential consequences. Factors to be considered are the likelihood of occurrence, the severity of the consequences (should there be an occurrence), and the level of exposure to the hazard. GBM will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by GBM to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

2.3 SAFETY RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. GBM will further manage risk by completing a **Hazard Assessment Log (Appendix E)** that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

In general, GBM will take the following safety actions to mitigate risk including, but not limited to, Operator Assaults – these actions can be categorized into three broad categories, including:

1. Physical Defenses:

These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. fences, safety restraining systems, transit controls/signals, transit monitoring systems, driver barriers, covert alarm, etc.)

2. Administrative Defenses:

These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervisor inspection, training, CDC guidelines, etc.)

3. Behavioral Defenses:

These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g. the *Zero in Wisconsin* campaign)

2.4 SAFETY RISK PRIORITIZATION

Once a hazard has been identified and the risk level assessed, GBM will prioritize safety risks.

Appendix E will be used to analyze the transit system as a whole and identify hazards. After hazards have been identified, **Appendix F** will prioritize these hazards and identify a timeline for corrective action.

3 SAFETY ASSURANCE

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively and that GBM is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly. Having decided on the metrics by which success will be measured, safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

3.1 DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy for GBM. Clearly defining safety goals is the first part in creating a safety performance measurement system.

Safety goals are general descriptions of desirable long-term impacts. For example, a general safety goal might be:

"Foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety."

Safety objectives or outcomes are more specific statements that define measurable results. For example, a specific safety objective for the goal stated above might be:

"Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel."

The safety objective/outcome will then be measured by defining specific performance metrics, including a baseline and target, that GBM will determine is reasonable.

3.2 DEFINING SAFETY PERFORMANCE MEASURES

Performance measurement is the regular systematic collection, analysis, and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with GBM staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency, among many other criteria.

GBM will utilize these basic principles of performance measurement, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Creditability and robustness
- Variety of measures
- Number of measures
- Hierarchy of measures
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

3.2.1 Metrics

System safety data can be collected through a variety of sources, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
 - Employees are required to report all accidents and incidents at the time of their occurrence. Employees are required to report on, but not limited to the following: all types of accidents and incidents, slips and falls, vandalism, discovered vehicle damage, passenger misconduct, work related injury, etc. All reports are reviewed and investigated by supervisory personnel.
 - All accidents are evaluated using the Supervisor Investigation Report which details how the incident occurred, what procedures are in place at the time of the incident and how these procedures need to be adjusted to mitigate future incidents.
- Internal safety audits (or reviews)
- Safety Solutions Team meetings
- Injury reports (including occupational injury)
- Safety event reports (including accidents, incidents, and occurrences)

- System monitoring (including testing and inspection records)
- Hazard management program

This safety data will be analyzed and used for the development of key safety performance indicators and targets. Past actual data and future targets can be seen in **Appendix I**.

GBM will initially focus on areas based on data delivered to the National Transit Database (NTD), as the following:

- **Fatalities**
 1. Total number of reportable fatalities
 2. Rate of reportable fatalities per total vehicle revenue miles
- **Injuries**
 3. Total number of reportable injuries
 4. Rate of reportable injuries per total vehicle revenue miles
- **Safety Events**
 5. Total number of reportable safety events
 6. Rate of reportable safety events per total vehicle revenue miles
- **System Reliability**
 7. Mean distance between major mechanical failures

These safety performance measures are used to select improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services. In addition, GBM will select additional performance measures and targets, both leading and lagging, to insure continual improvement of our SMS.

GBM will make its safety performance measures improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets. Targets will be submitted to the MPO, in writing, by July 15th of each year. Targets will be adopted into local Transportation Improvement Plans (TIP) or TIP amendment that will be submitted by the MPO to the state by October 31st of each year.

The Brown County Planning Commission is the designated Metropolitan Planning Organization (MPO) for the Green Bay Urbanized Area. The MPO establishes performance measure targets, data sharing and reporting in coordination with WisDOT and GBM. The MPO works with WisDOT and GBM in preparation of financial plans for transit, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program.

The safety data collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memos, and recommendations from the Safety Solutions Team.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation is maintained by GBM's document control process. In addition to safety data, GBM maintains other data and documentation of activities

required by the PTASP. Distribution of safety-related reports and data is accomplished through the GBM Safety Solutions Team.

Examples of some of the different safety documents that are maintained and are subject to GBM's record retention policy are listed below. For the entire list please see Green Bay Metro's Retention Policy.

- Worker's Compensation Claims
- Accident Files
- Incident Reports
- Vehicle Records
- Facility Records

3.3 MONITORING PERFORMANCE AND EVALUATING RESULTS

Once safety goals, objectives/outcomes, and measures have been defined, they can be organized into the **Safety Performance Matrix (Appendix G)**. Organizing information, particularly in a matrix, will allow GBM to continuously monitor safety performance and evaluate results. GBM will evaluate safety performance and update documentation at least semi-annually.

GBM will monitor its system for compliance with operations and maintenance procedures by conducting internal audits that will review policies to ensure that they are compliant with our safety goals and reporting processes. An internal audit will occur annually as policies are reviewed and updated, or as necessary.

Operation Supervisors will conduct evaluations for each bus operator at a minimum of twice per year. These evaluations may be conducted in person on-board and/or video review. Peer reviews are conducted for all new bus operators and will be reviewed prior to the new bus operator being released on his/her own.

Maintenance will track all repairs and injuries and investigate reoccurring situations. Policies and procedures will be updated as necessary to ensure a safe environment. Employee evaluations will be conducted annually.

The Hazard log (**Appendix E**) will be reviewed quarterly to identify safety risk mitigations and assess their effectiveness. At that time, if needed, risk mitigations will be adjusted to better serve a safe environment.

3.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESSES

GBM is committed to using the data collected and information learned to inform decision-making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, GBM will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability

3.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain the SMS, GBM will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create measurement-friendly culture:**
All staff, including senior managers, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.
- **Build organization capacity:**
Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results:**
The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement:**
Visible commitment to using metrics is a long-term initiative. GBM will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at city council and county board meetings.

4 SAFETY PROMOTION

4.1 SAFETY PROMOTION, CULTURE, AND TRAINING

GBM believes safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures, and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a

core value, training employees in safety principles, and allowing open communications of safety issues.

4.1.1 Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at GBM is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

A. An Informed Culture

- Employees understand the hazards and risks involved in their areas of operation
- Employees are provided with the necessary knowledge, training and resources
- Employees work continuously to identify and overcome threats to safety

B. A Just Culture

- Employees know and agree on what is acceptable and unacceptable behavior
- Human errors must be understood, but negligence and willful violations cannot be tolerated

C. A Reporting Culture

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
- When safety concerns are reported, they are analyzed, and appropriate action is taken

D. A Learning Culture

- Learning is valued as a lifetime process beyond basic-skills training
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
- Employees are updated on safety issues by management, and safety reports are fed back to staff so that everyone learns the pertinent lessons

GBM is committed to putting safety first.....always. Providing a safe working environment for all employees is a priority. Employees are encouraged to submit safety suggestions and promotional items may be awarded at various times throughout the year. GBM also participates in the safety program that is conducted by Transit Mutual Insurance Company. Training sessions are conducted quarterly along with assisting in creating a safety culture.

4.1.2 Training

During the initial implementation of an SMS, specific training will be required for all employees and contract staff, to explain the agency's safety culture and describe how GBM's SMS works. The Chief Safety Officer is the resource person for providing a corporate perspective on GBM's approach to safety management.

GBM's Safety Manager will maintain the list of all Metro required trainings (**Appendix H**). Information will include the purpose of the training, and the minimum frequency, by position. Additional training will be conducted on an as needed basis for new equipment, if an employee has returned from an extended leave, or is having an issue with a particular aspect of a training topic. The Safety Manager will maintain a roster to ensure compliance for each employee, separated by division.

Safety Management training topics may include:

A. Initial Safety Training for All Staff

1. Customer Service Training
2. Fire Extinguisher Training
3. Emergency Evacuation – Facility
4. Threat Awareness Training
5. Severe Weather
6. System Security and Emergency Action Plan
7. De-escalation Training
8. Mental Health/Suicide Awareness

B. Safety Training for Operators

1. Current Trends in safety issues
2. Mobility Device Securement Training
3. Smith System
4. Driver Fatigue Awareness

C. Safety Training for Dispatchers

1. Reasonable Suspicion Training

D. Safety Training for Management

1. Reasonable Suspicion Training

E. Safety Training for Maintenance

1. Current Trends in safety issues
2. Smith system
3. Asbestos Awareness
4. Audiometric Test
5. Blood borne Pathogens Program
6. Bobcat
7. Bus Washer
8. Confined Space Awareness
9. Customer Service
10. Drill Press
11. Fall Protection
12. Fire Extinguisher
13. Fuel System
14. Hazard Communications
15. Hearing Conservation Program
16. Lock Out & Tag Out
17. Parts Washer
18. Personal Protective Equipment
19. Plow Trucks

20. Spills and Leaks
21. Forklift
22. Refrigerant
23. Respirator Fit
24. Respiratory Protection
25. Safe Lifting
26. Scissors Lift
27. Tennant Floor Scrubber

F. Training for the Safety Manager

1. Familiarization with different transit modes, types of operation, routes, etc.
2. Understanding the role of human performance in safety event causation and prevention
3. Operation of the SMS
4. Investigating safety events
5. Safety promotion
6. Communication skills
7. Monitoring safety performance

G. Training for the Accountable Executive

1. Familiarization with different transit modes, types of operation, routes, etc.
2. Understanding the role of human performance in safety event causation and prevention
3. Crisis management and emergency response planning
4. Performing safety audits and assessments
5. National Transit Database (NTD) safety event reporting requirements

4.1.3 Communication

Safety topics are communicated in several different ways including, but not limited to Quarterly Safety Meetings, the Safety Board in the Operators and Mechanics break rooms, as well as the Safety Screen in the operators check in room. All of these methods display changing safety topics ranging from refresher tips to reports on safety incidents.

APPENDICES

Appendix A – Staff Safety Roles and Responsibilities

Appendix B – Safety Assessment and System Review

Appendix C – Facility Safety and Security Assessment

Appendix D – Risk Assessment Matrix

Appendix E – Hazard Identification and Risk Assessment Log

Appendix F – Prioritized Safety Risk Log

Appendix G – Safety Performance Matrix

Appendix H – Training Frequency Schedule

Appendix I – Safety Reporting and Targets

PTASP Acknowledgement Form

I acknowledge that I have received a copy of the Green Bay Metro Public Transportation Agency Safety Plan on the date indicated below. I understand that I am responsible for being familiar with and complying with the policies of the City of Green Bay and Green Bay Metro.

I agree it is my responsibility to speak to a supervisor immediately, if I have questions or need clarification.

Print Employee Name

Signature of Employee

Date

Appendix H - Training Schedule for PTASP

Type of Training	Frequency (Years)	Operators/Ops Assist.	Dispatch	Ops Supervisors	Ops Manager	Mobility Coordinator	Compliance Coordinator	Transit Director	Finance Manager	Transit Tech Specialist	Maintenance Manager	Mechanics	Mechanic Assistant	Maintenance Technician	Service Technician	Custodian	Maintenance Clerk
Reasonable Suspicion	2		x	x	x		x	x	x	x							
Current Safety Trends	0.33	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Driver Fatigue Awareness	1	x		x	x												
Mental Health/Suicide Awareness	Ongoing	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Assault on Transit Workers	2	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Securement Training	2	x			x	x											
Smith System	2	x		x	x												
De-Escalation Training	2	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Customer Service Training	2	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Fire Extinguisher Training	2	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Emergency Evacuation - Facility	1	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Threat Awareness Training	2	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Severe Weather	1	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
System Security and Emergency Action Plan	1	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CPR/AED Training	2		x	x	x	x	x	x		x							
Bloodborne Pathogen	1									x	x	x	x	x	x		
Bloodborne Pathogen - Modified	2	x		x	x												
Asbestos Awareness	3									x	x	x	x	x	x	x	x
Audiometric Test	1										x	x	x	x	x		
Bobcat	2									x	x	x	x	x	x		
Bus Washer	New Employee									x	x	x	x	x			
Confined Space Awareness	2									x	x	x	x	x	x		
Drill Press	New Employee									x	x	x	x				
Fall Protection	2									x	x	x	x				
Fuel System	New Employee, As Needed									x	x	x	x	x	x	x	x
Hazard Communications	2									x	x	x	x	x	x	x	x
Hearing Conservation Program	1										x	x	x	x			
Lock Out & Tag Out	2									x	x	x	x	x	x	x	x
Parts Washer	New Employee									x	x	x	x	x			
Pressure Washer	New Employee/ As Needed									x	x	x	x	x	x		
Personal Protective Equipment	2									x	x	x	x	x	x	x	x
Plow Trucks	2									x	x	x	x	x	x		
Spills and Leaks	3									x	x	x	x	x	x	x	x
Forklift	3									x	x	x	x	x	x	x	x
Refrigerant	New Employee, As Needed									x	x	x					
Respirator Fit	1									x	x	x	x		x		
Respiratory Protection	1									x	x	x	x	x	x	x	x
Safe Lifting	3									x	x	x	x	x	x	x	x
Scissors Lift	3									x	x	x	x	x			
Tennant Floor Scrubber	New Employee									x	x	x	x	x	x		

Appendix I - Fixed Route

Safety Performance Target Category - NTD Standards*	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	Average	Target for 2024	Target for 2025
Total Number of Fatalities	0	0	0	0	0	0.00	0	0
Fatality Rate per 100,000 Vehicle Revenue Miles	0	0	0	0	0	0.00	0	0
Total Number of Reportable Injuries	0	0	0	1	1	0.40	1	1
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.13	0.15	0.06	1	1
Total Number of Reportable Accidents	0	0	1	0	2	0.60	1	1
Total Number of Reportable Safety Events	0	2	1	1	3	1.40	1	1
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.27	0.14	0.13	0.46	0.20	1	1
Total Number of Major Mechanical System Failures	34	19	19	9	10	18.20	25	20
Average Distance Between Major Mechanical Failures	35,297	39,535	38,783	84,283	65,726	52,725	40,000	53,000
Annual Vehicle Revenue Miles	1,200,093	751,164	736,872	758,549	657,256	820,787	760,000	825,000

Internal Tracking Only:

Number of Employee Injuries	27	8	7	3	5	10.00	8	10
Number of Preventable** Street Accidents	3	5	6	14	8	7.20	7	7
Number of Preventable** Yard Accidents	6	4	2	6	10	5.60	4	6
Number of Non-Preventable Accidents	23	8	6	4	7	9.60	10	10

TAM Goals:

# of preventable accidents per 100,000 revenue miles	0.75	0.25	0.81	2.62	2.72	1.43	1	2
On time performance fixed route	92.7	90.34	90.15	88.9	73.54	87.13	90%	87%
Numer of vehicles out of service for 30 or more days	4	3	7	7	5	5.20	1	5
Missed trips due to major breakdown	6	1	2	6	3	3.60	5	4

*Categories are based on NTD reporting standards.

Appendix I - Paratransit

Safety Performance Target Category - NTD Standards*	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	Average	Target for 2024	Target for 2025
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	0
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00	0	1	0
Total Number of Reportable Accidents	0	0	1	0	0	0	1	0
Total Number of Reportable Safety Events	0	0	1	0	0	0	1	0
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.00	1.00	0.00	0.00	0	1	1
Total Number of Major Mechanical System Failures	1	2	0	0	3	1	1	1
Average Distance Between Major Mechanical Failures	234,356	62,615	0	0	42,124	67,819	150,000	68,000
Annual Vehicle Revenue Miles	234,356	125,229	159,556	145,098	126,371	158,122	160,000	158,000

Internal Tracking Only:

Number of Employee Injuries	0	0	0	0	0	0.00	1	0
Number of Preventable** Street Accidents	4	0	1	1	0	1.20	1	1
Number of Preventable** Yard Accidents	0	0	0	0	0	0.00	1	0
Number of Non-Preventable Accidents	0	0	0	1	0	0.20	1	1

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

**Preventable is defined as any occurrence regardless of liability

Appendix I - Microtransit

Safety Performance Target Category - NTD Standards*	2022 Actual	2023 Actual	Average	Target for 2023	Target for 2024	Target for 2025
Total Number of Fatalities	0	0	0.00	0	0	0
Fatality Rate per 100,000 Vehicle Revenue Miles	0	0	0	0	0	0
Total Number of Reportable Injuries	0	0	0	1	1	0
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0	1	1	0
Total Number of Reportable Accidents	0	0	0	1	1	0
Total Number of Reportable Safety Events	0	0	0	1	1	1
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.00	0	1	1	1
Total Number of Major Mechanical System Failures	0	6	2	1	1	2
Average Distance Between Major Mechanical Failures	0	60,158	48,431	50,000	60,000	50,000
Annual Vehicle Revenue Miles	216,049	360,946	220,710	175,000	175,000	400,000

Internal Tracking Only:

Number of Employee Injuries	0	0	0	1	0	0
Number of Preventable** Street Accidents	0	0	0	1	0	1
Number of Preventable** Yard Accidents	0	0	0	1	0	1
Number of Non-Preventable Accidents	0	0	0	1	0	1

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

**Preventable is defined as any occurrence regardless of liability



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.3

Discussion/Action: Creative Outdoor Advertising Contract

BACKGROUND

Director Kiewiz will provide a summary of the current agreement. This contract has been in place for 10 years and is up for renewal.

RECOMMENDATION

Staff recommends having Director Kiewiz complete the contract process after legal review.

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay Agreement vI DRAFT

THIS LICENSE AGREEMENT MADE THIS _____ DAY OF _____ IN THE YEAR _____

BETWEEN:

Green Bay Metro

(Hereinafter called the "METRO")

- And -

CREATIVE OUTDOOR ADVERTISING OF AMERICA INC.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS Green Bay Metro and COA entered into a partnership agreement in July 2014, which is set to expire on June 30, 2024; and

Whereas, both parties, Green Bay Metro and COA, express their mutual desire and intent to extend and continue their collaborative partnership for the supply and maintenance of the Parkside bus shelter;

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

- 1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within Green Bay right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
- 1.2. "**Amenities**" means: Units installed by COA, with or without advertising faces, that are modular or individual, that incorporate, or are Seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, (where agreed upon),

advertising faces, a mounting pad for each Amenity, and; for maintenance purposes, an area of three feet surrounding all visible vertical sides of each piece of street furniture, except where the three feet surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a third party. The parties agree that the style and design of the Amenities provided are to be approved by METRO MANAGER.

1.3. "METRO" and "METRO (s)" means The Incorporated entity known as GREEN BAY METRO.

1.4. "METRO MANAGER" means GREEN BAY METRO MANAGER or their designate.

TERM

1.5. The term of this Agreement shall be TEN (10) years commencing **STARTDATE** and ending **ENDDATE** (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

1.6. The term length as set out in clause 1.5 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. METRO will not count the period prior to final municipal authorization towards this Agreement term.

1.7. Providing that COA has met all of the contractual obligations hereinafter contained, COA will continue to provide it's services as outlined in this agreement for successive one-year terms at the end of the original term of the contract.

1.8. METRO MANAGER agrees to provide COA with notice, in writing, of the intent NOT to extend this agreement under the same terms and conditions, at least one (1) year before the expiry of this agreement. If said notice is not provided in writing, COA will continue to operate its transit amenities program for the period contained within 1.7.

1.9. Thereafter, in the absence of one (1) years notice, COA's transit Amenities program shall extend each 12 months, for an additional 12 months, until such time as notice is issued.

MAINTENANCE

2. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those Amenities as follows:

2.1. to keep the grass trimmed,

2.2. to keep the area free of debris,

2.3. to keep the Amenities clean and free of graffiti, and

2.4. to inspect Amenities for damage during regular maintenance and make arrangements for timely repair. COA shall provide normal maintenance to the Amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, the contractor has the right to remove the Amenity or METRO and Contractor may reach a mutually

agreeable alternative solution.

- 2.5. COA is NOT responsible for the removal of any hazardous materials, including biohazardous materials such as bodily fluids. METRO will be solely responsible for arranging for the removal of any and all hazardous and biohazardous materials from COA Amenities.
3. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of METRO from injury or loss.
4. METRO, during its regular removal of snow shall NOT leave or place accumulated snow between the COA street furniture and the street. Nor shall METRO leave or place the accumulated snow on the approaching side of the COA street furniture. (We simply ask for best efforts) COA will NOT be responsible for the removal of snow on or around the Amenities set except for naturally falling snow on its street furniture as defined in section 1.1 during regular scheduled visits. In addition, METRO agrees that it is responsible for the sanding and salting of the sidewalks and the area around the COA street furniture including the pad.
 - 4.1. COA is NOT responsible for the removal of snow placed on or around the Amenity by METRO and/or private plows. In addition, METRO agrees that it is responsible for the sanding and salting of the sidewalks and the area around the COA street furniture including the pad.
5. METRO agrees to enforce applicable bylaws (ordinances) with regards to private plows pushing snow onto the COA pad and/or with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.
6. COA shall comply with all requirements of METRO with respect to parking and street occupancy during all installations and maintenance of Amenities.
7. COA will not service the Amenities during special events due to road closures and other unforeseeable reasons, METRO and / or The Event Organizers must supplement our collection with METRO's own roadside activities.
8. Maintenance information going back as far as 12 months from the current date will be available to METRO via COA's municipal website portal. Login credentials to the municipal portal website shall be provided to METRO by COA.

EMERGENCY REPAIR - MAINTENANCE

9. METRO may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
10. METRO may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in METRO MANAGER's sole opinion, the condition renders a danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the giving of such notice, repair and

make safe the Amenity at COA's sole expense and to the satisfaction of METRO MANAGER.

REMOVAL AND RELOCATION

11. COA acknowledges and agrees that METRO shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of METRO. COA agrees to remove or relocate any such Amenity within 48 hours of METRO giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the Transit Manager. Such removal, relocation and restoration shall be at no expense to METRO and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, METRO may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying METRO all costs incurred by METRO for such work.
12. COA shall have the right to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if it is subjected to vandalism or otherwise incurs excessive damage. If either METRO or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that Amenity and COA shall relocate the Amenity within two (2) business days.
 - 12.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the Amenity. METRO has the option to purchase the Amenity from COA to keep the existing Amenity in place. Should the Amenity be sponsored at a later date, COA will share an annual revenue payment with METRO.

OTHER ADVERTISING PRODUCTS

13. METRO MANAGER will not allow the placement of any other advertising products within the jurisdiction of METRO but generally understood to be a transit stop, which interferes with the visibility or effectiveness of COA products.
 - 13.1. METRO MANAGER will not allow the placement of any other advertising products or Amenities that serve a similar purpose to those provided under this agreement (as defined "Amenities"). These include but are not limited to recycling containers or newspaper receptacles with third party advertising within the jurisdiction of METRO (generally understood to be transit stops).

REVENUE, ACCOUNTING & AUDIT

14. COA shall pay to METRO:

For the duration of this agreement,

 - 14.1. 8% of net advertising revenues for each installed advertising amenity.
15. COA shall pay installments (1/12) to METRO for each installed Advertising Amenity at the rate set out in Clause 21.1 each month commencing on the first month of this Agreement. This payment will be due within 90 days

following the completion of the month the payment relates to.

16. By April 30 of each year, COA shall, if so requested by METRO, provide METRO with financial statements satisfactory to METRO MANAGER showing the revenues received or receivable for all Advertising Amenities for the previous calendar year.
17. METRO or anyone designated by METRO in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the Advertising revenues associated with Amenities installed under this agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by METRO.

EXCLUSIVITY

18. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term provided the Agreement is in good standing.

REGULATION OF ADVERTISING COPY/STANDARDS

19. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the Human Rights Code, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the American Code of Advertising Standards and with all laws. Advertisements shall not:

- 19.1. contain inaccurate or deceptive claims or statements;
 - 19.2. present products prohibited from Sale to minors in such a way as to appeal particularly to persons under legal age;
 - 19.3. present demeaning or derogatory portrayals of individuals or groups;
 - 19.4. take a stand on controversial societal issues;
 - 19.5. exploit violence or sexuality;
 - 19.6. promote tobacco products;
 - 19.7. interfere with the operation of equipment of the provision of programs and services; and
 - 19.8. violate or conflict with any existing METRO policies or any new policies which may be adopted.
20. COA shall remove any advertising that is deemed by METRO MANAGER in their sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of METRO giving COA notice, failing which METRO may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

21. COA agrees to make accessible to METRO (upon 30 days written notice), 10% of the unsold, available Amenities of METRO under this Agreement during any month for use by METRO (or their agencies) free of charge for public service messages or advertising for municipal purposes. METRO will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install METRO messaging on the 15th of the month following the date of receipt of a final copy of METRO messaging. COA will install all METRO promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of METRO messaging.

OWNERSHIP

22. COA shall provide Amenities (where space requirements permit) and retain full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.
23. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION FOR JUST-CAUSE/REMEDY

24. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, METRO MANAGER may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of METRO MANAGER within 30 days of the notice being given, terminate this Agreement by giving 90 days' notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of METRO MANAGER.
25. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, METRO may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to METRO all reasonable costs incurred by METRO for such work.
26. COA may terminate this Agreement for convenience at any time and for any reason. COA shall give METRO a minimum of 60 days' notice in advance of the date of termination for convenience. The Agreement shall terminate, and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in

effect until the date of termination.

NOTICE

27. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by email to:

To: METRO of METROName
Name / Title: FirstName LastName, Topersonposition
Address: Streetnumber Streetname
Green Bay, Wisconsin, ZipCode
Email ToEmail

COA: Creative Outdoor Advertising
Municipal Relations
8875 Hidden River Parkway, Suite 300
Tampa, FL 33637
Email: Municipal@CreativeOutdoor.com

28. Service by mail shall be deemed effective the 3rd day after mailing and service by email shall be deemed upon sending by email. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

ACTS OF GOD

29. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

INSOLVENCY

30. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, METRO without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 24 of this Agreement shall be waived.

ASSIGNMENT

31. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of METRO which shall not be unreasonably withheld.

INDEMNITY

32. Notwithstanding anything else contained in this agreement and except as provided expressly below in this

paragraph, COA will not be liable or obligated to METRO or any other person or entity with respect to any matter or thing relating, directly or indirectly, to this agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages including, without limitation, any capital expenditures, reliance costs, lost profits, lost revenues or lost business opportunities even if the parties hereto had been advised of the possibility of such damages. Subject to the foregoing exclusions, COA aggregate liability in connection with or arising, directly or indirectly, out of or from this agreement and its performance or non-performance shall not exceed, under any circumstances whatsoever, in aggregate the greater of (a) the aggregate amount paid by COA to METRO pursuant to this agreement as of the date of any claim made against COA by METRO hereunder and (b) the stated face amount of any letter of credit, performance bond or similar instrument provided to METRO by COA (or provided to METRO by any financial institution or insurance or bonding company on behalf of COA) as security for the performance by COA to METRO of its obligations under this agreement.

33. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold METRO harmless and indemnified for all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, METRO may, 30 days after having given notice in writing of such failure, neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs back to be paid by COA and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to METRO .
34. COA covenants and agrees to, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify METRO and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon METRO , their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by METRO , their officers, servants by reason of, or on account of or in consequence of the execution and performance of the contract work, or the non-execution or imperfect execution of the contract work or the supply or non-supply of the work or otherwise by reason of or arising out of the right to occupy portions of the untraveled public highways hereby granted and COA will pay to METRO or any of their officers, servants or agents, on demand, as the case may be, which may be paid, sustained or insured by the suits, claims, liens, executions or demands and all monies paid or payable by METRO or such officers, servants, or agents in settlement or in discharge thereof or on account, thereof and that in default of such payment all

loss, costs, changes, damages and expenses and all monies so paid or payable by METRO or such officers, servants, or agents may or may be recovered from COA in any Court of competent jurisdiction as monies paid at COA's request and COA hereby authorize and empower METRO or thereafter their solicitors for the time being to settle or compromise as METRO or their solicitors may deem expedient, any actions, suits, claims, liens, executions or demands which may be brought against or made upon METRO , their officers, servants, or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of the contract work and the supply or non-supply of the contract work or otherwise by reason of or arising out of or as a result of this Agreement or the permission to occupy portions of the highways hereby given.

35. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless METRO from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by METRO .

INSURANCE

36. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which METRO are named insured equal to or in excess of the following minimum requirements and COA further agrees to file with METRO and, a copy of the certificate of Liability Insurance evidencing such requirements. The Liability insurance policy shall:

- 36.1. Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of METRO based on reasonable grounds acceptable to COA;
- 36.2. Be comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;
- 36.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
- 36.4. Contain a cross-liability clause;
- 36.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and METRO) under the policies.

AGREEMENT DEFINITION

37. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by

both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.

38. This Agreement shall be subject to and interpreted in accordance with the State of Wisconsin.
39. Clauses 32 to 35 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
40. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
41. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
42. The parties agree and expressly confirm that METRO has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of METRO in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should METRO or ANY agency on behalf of METRO levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, METRO shall be responsible for the payment of such taxes.
43. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on METRO property.
44. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
45. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
46. All contracts, whether of employment or otherwise, entered into by the Company with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by the Company as principal and not as agent of METRO and METRO shall have no liability thereon.
47. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
48. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated this ____ day of _____, _____

GREEN BAY METRO

Dated this ____ day of _____, _____

CREATIVE OUTDOOR ADVERTISING

Name: _____

Title: _____

I have the authority to bind the corporation



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.I

Operational Reports

BACKGROUND

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

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

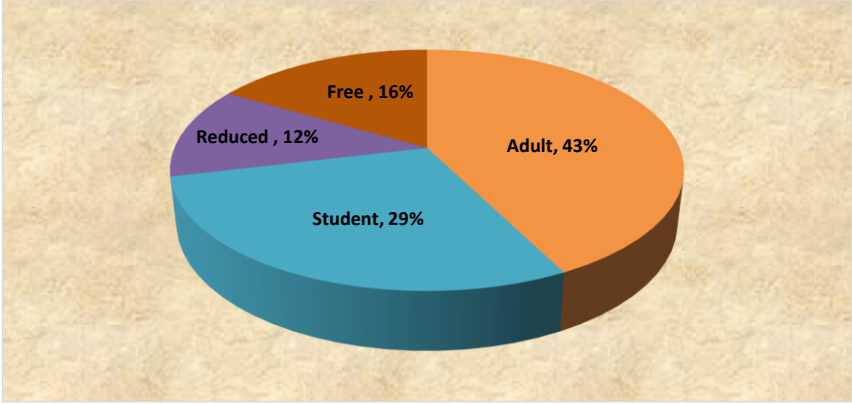
- I. 05.May Ridership

Fixed Route Ridership

	ADULT	STUDENT	*REDUCED	*FREE	MONTHLY FIXED ROUTE	YTD FIXED ROUTE
May 2023	23,627	22,974	9,006	12,631	68,238	311,567
May 2024	27,029	21,174	8,887	12,426	69,516	346,918
Difference	3,402	(1,800)	(119)	(205)	1,278	
	14%	-8%	-1%	-2%	2%	

Microtransit On Demand Ridership

	ADULT	STUDENT	*REDUCED	*FREE	MONTHLY ON DEMAND	YTD ON DEMAND
May 2023	4,413	478	370	66	5,327	21,539
May 2024	5,205	578	418	79	6,280	29,327
	792	100	48	13	953	
	18%	21%	13%	20%	18%	



**YTD
PASSENGERS
376,245**

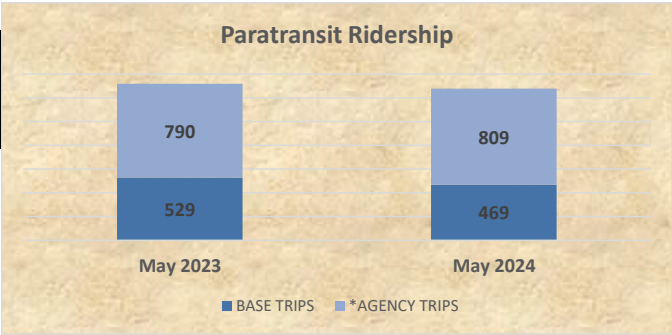
**Reduced fare program is for individuals who are age 65 and older, Medicare recipients, and individuals with qualifying disabilities.*

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

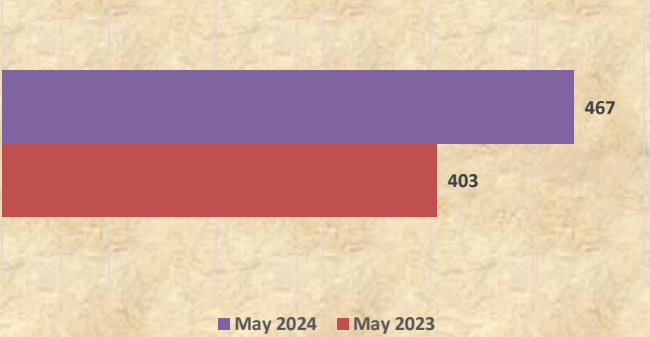
Paratransit Ridership

	BASE TRIPS	*AGENCY TRIPS	TOTAL TRIPS	YTD
May 2023	529	790	1,319	6,707
May 2024	469	809	1,278	6,216
Difference	(60)	19	(41)	
	-11.3%	2.4%	-3.1%	

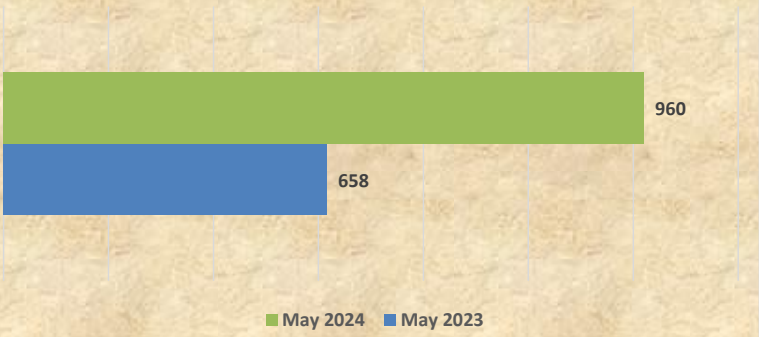
**Agency Fare includes base fare plus additional cost for expenses that is permitted by 49 CRF 37.131 to social service agencies and other organizations for agency trips (i.e., trips guaranteed to the organization).*



Mobility Devices Boarded



Bikes Loaded





Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.2

Financial Reports

BACKGROUND

Director Kiewiz will provide an update on Metro finances through May 2024.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

- I. 05.May Financials



EXPENSES

ACCOUNT DESCRIPTION	2024 Jan-May	2023 Jan-May	+/-	%	2024 BUDGET	% OF BUDGET
Wages & Salaries	1,029,483.66	898,406.70	131,077	14.6%	2,639,789	39.0%
Fringe Benefits	442,558.17	389,963.04	52,595	13.5%	1,546,634	28.6%
Other Employment Expenses	17,937.46	46,229.99	(28,293)	-61.2%	81,600	22.0%
Contract Services	40,571.79	98,248.54	(57,677)	-58.7%	473,177	8.6%
Materials & Supplies	204,590.97	195,930.31	8,661	4.4%	672,991	30.4%
Building & Equip Maintenance	143,199.25	120,129.77	23,069	19.2%	246,900	58.0%
Utilities	88,279.23	78,843.56	9,436	12.0%	220,002	40.1%
Insurance	130,736.00	140,778.81	(10,043)	-7.1%	166,207	78.7%
Miscellaneous	78.40	78.40	-	0.0%	250	31.4%
Paratransit Services	187,767.01	202,165.86	(14,399)	-7.1%	705,817	26.6%
Microtransit Services	588,979.05	589,393.03	(414)	-0.1%	2,488,935	23.7%
Subrecipient Expenses	-	-	-	0.0%	-	0.0%
TOTAL	2,874,180.99	2,760,168.01	114,013	4.1%	9,242,302	31.1%

ORIGINAL BUDGET

REVENUES

ACCOUNT DESCRIPTION	2024 Jan-May	2023 Jan-May	+/-	%	2023 BUDGET	% OF BUDGET
Federal Operating Asst	-	-	-	0.0%	2,840,609	0.0%
State Operating Asst	-	-	-	0.0%	2,726,479	0.0%
Other Local Municipalities	241,349.04	242,546.50	(1,197)	-0.5%	550,930	43.8%
Green Bay	541,666.65	520,000.00	21,667	4.2%	1,708,675	31.7%
Farebox Revenue-Fixed Route	191,164.17	173,658.61	17,506	10.1%	775,000	24.7%
Farebox Revenue-Paratransit	84,757.00	91,080.00	(6,323)	-6.9%	292,600	29.0%
Farebox Revenue-Microtransit	7,860.00	8,655.00	(795)	-9.2%	-	0.0%
College Program Fares	2,536.00	1,730.00	806	46.6%	-	0.0%
TMI Refund	9,454.00	24,485.00	(15,031)	-61%	-	0.0%
Non-Transportation Revenue	24,565.39	54,500.98	(29,936)	-54.9%	9,101	269.9%
State Fuel Refund	7,378.08	6,283.84	1,094	17.4%	-	0.0%
Advertising	35,153.44	40,967.96	(5,815)	-14.2%	100,000	35.2%
Intercity Bus Commissions	2,500.00	2,934.84	(435)	-14.8%	6,000	41.7%
Partnership Contributions	15,795.00	13,510.00	2,285	16.9%	232,908	6.8%
TOTAL	1,164,178.77	1,180,352.73	(16,174)	-1.4%	9,242,302	12.6%

KEY PERFORMANCE INDICATORS (KPI)

Operating Days	129	128	1.0	0.8%	308
Revenue Miles	277,735	271,610	6,125	2.3%	693,821
Revenue Hours	18,613	17,941	673	3.7%	45,838
Unlinked Passenger Trips	346,918	311,567	35,351	11.3%	910,060
Revenue / Cost	40.5%	42.8%			100%
Farebox Revenue / Mile	0.69	0.64	0.05	7.7%	1.12
Farebox Revenue / Pass Trip	0.55	0.56	(0.01)	-1.1%	0.85
Farebox Revenue / Hour	10.27	9.68	0.59	6.1%	16.91
Passenger / Mile	1.25	1.15	0.10	8.9%	1.31
Cost / Mile	7.55	7.25	0.30	4.2%	8.72
Cost / Passenger Trip	6.05	6.32	(0.27)	-4.3%	6.65

*Insurance is [NET] TMI

May - 41.7%

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

2024



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 17, 2024

PREPARED BY

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