



**MAX Transportation Authority Board
Meeting Agenda
Monday, May 22, 2023
MAX Training Room
11660 Greenway Dr., Holland, MI 49424**

1. Public Hearing on Bus Service Changes
2. Opportunity for Public Comment – Please limit public comment to three (3) minutes or less
3. March 27, 2023 Board Meeting Minutes – Action
4. Marketing Committee
 - a) Call Center Summary – Information
5. Executive Committee
 - a) Ottawa County Certificate of Compliance and Form L4029 – Action
 - b) Accounting Software Replacement – Action
 - c) Route Study Proposal and Mobility Planning Update – Action
 - d) Scheduling Software Update – Information
 - e) Ridership Reports for April 2023 – Information
 - f) Financial Reports for April 2023 – Information
 - g) Expenditure Reports for April 2023 – Information
6. Director's Report

Next meeting is Monday, June 26, 2023 at 3:30 p.m.

MACATAWA AREA EXPRESS

Transportation Authority Notice of Public Hearing

A Public Hearing is scheduled for 3:30 p.m. on May 22, 2023 at the regular board meeting of the Macatawa Area Express Transportation Authority (MAX Transit) at 11660 Greenway Drive, Holland, MI. If unable to join in person, the public is invited to make oral comments by accessing the Microsoft Teams virtual link below, or by dialing the phone number listed.

Macatawa Area Express Transportation Authority (MAX Transit) gives notice of bus service changes since the on-set of the COVID-19 pandemic, and continued service changes.

Due to the onset of COVID-19 pandemic, on March 18, 2020 MAX Transit fixed route services were temporarily suspended, allowing all passengers to use the demand response service for essential trip purposes of work, medical appointments, and shopping for supplies. Fares were suspended due to safety reasons.

On March 1, 2021, fixed route service 1-8 resumed with the exception of Saturday routes, and evening routes 9 & 10. Suspension of route 11 continued, to evaluate that service.

As transit systems across the U.S. recognize significant decrease of labor availability, MAX Transit has experienced the same. We continue to provide essential trip service due to limited seating, but monitor capacity daily.

MAX encourages comments to understand the impact of service changes to our community.

Please join the May 22, 2023 meeting from your computer, tablet or smartphone.

[Click here to join the meeting](#)

Meeting ID: 215 510 192 710

Passcode: zni3yS

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 321-414-2468,,369216827#](#) United States, Orlando

Phone Conference ID: 369 216 827#

Public comments, oral comments are welcome through the link mentioned above. Citizens with written comments may send via email through www.catchamax.org

Immediately following the Public Hearing, action is scheduled to be taken.



**Macatawa Area Express Transportation Authority
Meeting Minutes
Monday, March 27, 2023
Proposed Minutes**

The Macatawa Area Express Transportation Authority Board met at 3:30 pm in the training room at the MAX Operations building - 11660 Greenway Drive, Holland, MI 49424.

Members Present: Chair Russ TeSlaa; Board Members Meika Weiss, Kristin Myers, Jason Latham, Al Rios, and Kevin Klynstra,

Others Present: Crystal Benson and Matt Van Dyken

Members Absent: Secretary/Treasurer Joe Baumann and Vice-Chair Lyn Raymond; Board Members Jan Steggerda and Abraham Hernandez

Staff Present: Elisa Hoekwater, Beth Higgs, Lynn McCammon, Sandra Korhorn, Kaitlynn Riegling, and Barbara Sonnerville

3.23.1 Approval of the February 27, 2023 Board Meeting Minutes

A motion was made by Rios and supported by Latham to approve the February 27, 2023 board meeting minutes. Motion carried unanimously.

3.23.2 Public Comment

There were no public comments.

3.23.3 Marketing Committee

Higgs reported that recruiting is still a main focus. MAX is exploring other avenues for advertising and several new ads will start shortly.

3.23.3a Call Center Summary

There was no discussion.

3.23.4 Executive Committee

3.23.4a MAX Financial Audit Report

MAX received a clean/unqualified opinion with no deficiencies in internal controls over financial reporting found. A motion was made by Baumann and supported by Rios to approve the audit report as presented. Motion carried unanimously. A motion was made by Rios and supported by Weiss to approve the audit report as written. Motion carried unanimously.

3.23.4b***Depot Lease Options***

The board requested a study session to discuss the options for the lease renewal. A study session meeting was set for April 10, 2023. A motion was made by Rios and supported by Latham to table the discussion until after the study session. Motion carried unanimously.

3.23.4c***Amtrak Lease Renewal***

The board requested to wait approval of this contract with Amtrak as some of the provisions will be determined by the Depot lease between MAX and the City of Holland. A motion was made by Rios and supported by Latham to table the discussion. Motion carried unanimously.

3.23.4d***Shift Premium***

MAX approved new pay grades and a new step program in March 2022. Though we have seen that this has helped to encourage existing staff to remain on the MAX team, we are not attracting the new employees that are needed to work Saturday and evening hours. A shift premium of \$2.40 per hour would bring the starting bus operator wage to \$20.00, which is more in line with our transit neighbors, and make these positions more attractive to potential employees. A motion was made by Latham and supported by Weiss approve to the shift premium policy as written. Motion carried unanimously.

3.23.4e***Ridership Reports for February 2023***

There was no discussion.

3.23.4f***Financial Reports for February 2023***

There was no discussion.

3.23.4g***Expenditure Reports for February 2023***

There was no discussion.

3.23.5***MAX Director's Report***

Hoekwater reported that MAX, along with several other neighboring transit agencies, have been researching new scheduling software. After careful study of many different programs, we can finally announce that VIA has been selected. There are now five Michigan transit agencies all on the same contract. This means that from Cadillac-Wexford to Muskegon – Grand Haven – Holland – and Allegan we will all be using the same system. The regional connections are REAL and certainly a major accomplishment!

Hoekwater also reported that she and Riegling have been making final revisions to the FY2024 annual MDOT application for capital and operating funds. They are also working on the Q2 Milestone Performance Reports (MPR) to FTA. Harbor Transit has provided some helpful coaching on grant management which is coming in helpful.

3.23.6***Adjournment***

A motion was made by Latham and supported by Rios to adjourn the meeting. Motion carried unanimously.

MEMO

DATE: May 19, 2023

TO: MAX Authority Board

FROM: Elisa Hoekwater, Executive Director

SUBJECT: Ottawa County Certificate of Compliance and Form L4029

The following forms and information were provided by the Ottawa County Equalization Department in the tax request and apportionment process for MAX.

- L4029 form and worksheet
- Ottawa County Checklist/Certificate of Compliance
- State Tax Commission Millage Rollback Bulletin
- L4034 Millage Reduction Fraction Calculation Worksheet

Note: A Draft of the **L-4029** was submitted prior to the May 22 Authority Board meeting. Only one L-4029 is to be issued from MAX. The L-4034 (Millage Reduction Fraction Computation) was e-mailed by Ottawa County and is available upon request. In order to give the local treasurers time to get tax bills out by July 1 the deadline for returning the signed L-4029, Checklist, and Debt Documents will be Tuesday, June 1, 2023.

RECOMMENDED ACTION

Review and approval of the Certification of Compliance and completion of L-4029 is recommended.

OTTAWA COUNTY 2023 CERTIFICATE OF COMPLIANCE

Our Tax Authority **has completed** the following steps as required by M.C.L. 211.24e (Truth in Taxation)

- ☐ A separate Truth-in-Taxation hearing is **not necessary**. Our Tax Authority complies with Sec. 16 of the Uniform Budgeting and Accounting Act (M.C.L. 141.436). Notice, advertising, and print size must conform to stated requirements. (M.C.L. 141.412)
and
Our meeting was completed by October 1st. *Date of meeting was _____.

OR

- ☐ Our Board, or Commission, or Council has met and adopted a resolution proposing an additional operating millage rate and proposing a hearing date. (M.C.L. 211.24e, subsection 7)
and
Our Board, or Commission, Council or Authority has published a hearing notice and posted the same at the principal office of our taxing unit. This notice contained the proposed additional millage rate, the percentage increase in operating revenue and the percentage increase over the preceding year if not approved which would be generated from permitted ad valorem tax levies and the Notice was published at least 6 days before the hearing date. (M.C.L. 211.24e, subsections 6 & 9)
and
Our Board, or Commission, Council or Authority held a public hearing pursuant to the hearing notice. (M.C.L. 211.24e, subsection 6) *Date of meeting was _____.
and
Not more than 10 days after the public hearing, a taxing unit has approved the levy of an additional millage rate but has not approved an additional millage rate that is greater than a proposed additional millage rate that was published and on which the public hearing has been held.

OR

- ☒ Our Tax Authority is exempt from M.C.L. 211.24e because we levied 1 mill or less in the concluding fiscal year for operating purposes.

OR

- ☐ A Truth-in-Taxation hearing was not necessary because we will not be levying an operating levy which is larger than the base tax rate.

Our Taxing Authority has verified any Debt Levy being requested on the Tax Rate Request Form(L4029)

- ☒ We are not requesting a debt levy
☐ We are requesting a debt levy and have included a report or other document showing the amount of principal and interest that the requested debt levy is intended to retire.

-
- NAME OF TAX UNIT Macatawa Area Express
 - BOARD, COUNCIL OR COMMISSION:
Clerk or Secretary (Signature) _____
Print or Type Name Joseph Baumann
 - Chairperson, Mayor,
President or Supervisor (Signature) _____
Print or Type Name Russell TeSlaa
 - Dated this 22nd day of May, 2023.

Please return to the Ottawa County Equalization Director with the L-4029 form.

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes OTTAWA & ALLEGAN	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023
Local Government Unit Requesting Millage Levy Macatawa Area Express Transportation Authority	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

[illegible]

Prepared by Elisa Hoekwater	Telephone Number (616) 355-1010	Title of Preparer Executive Director	Date 05/22/2023
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		Joseph Baumann	05/22/2023
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President		Russell TeSlaa	05/22/2023

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2023 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2023 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2022 permanently reduced rate can be found in column 7 of the 2022 Form L-4029. For operating millage approved by the voters after April 30, 2022, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2023 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2023 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2023. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2023 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2023 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2023. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2023 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2023. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

MEMO

Board Action Item

DATE: May 19, 2023
TO: MAX Authority Board
FROM: Elisa Hoekwater, Executive Director
SUBJECT: Replacement of Financial Accounting Software

As Fiscal Agent for Macatawa Area Express Transportation Authority, the City of Holland has communicated interest in replacing the financial software that both organizations now use. The current product needs improvement and has limited support. The City reviewed options to upgrade to a newer product with the same vendor, and also looked at the system now used for tax collection and all building related modules. City staff have asked about our interest in upgrading the financial system and offered to facilitate this process.

Approximately \$67,000 was originally invested by MAX to purchase the New World accounting software. The asset should be fully depreciated by the time the new financial system is implemented. With regards to the upgraded financial system, the total cost to MAX will be \$63,195 plus an annual service fee of \$13,720. While we did investigate the option to purchase a stand alone system for a reduced annual fee, this would require that a server and other computer hardware be purchased and it would not have the protections that a cloud based system would have.

Once approved by the MAX Authority Board, the City of Holland will purchase the software and then pass along the cost to MAX as part of the fiscal service arrangement. To do this we will need a signed agreement between the City and MAX to serve as the basis for GASB 87 and GASB 96 evaluation. Implementation will then take 6 – 9 months.

Staff recommends Board approval of the proposal to replace the current accounting software system



Request for Proposals (RFP)
Transportation Study & Route Planning Restoration Program

Sequence of Events	Date
Request for Proposal Issued	June 1, 2023
Submission Due Date	June 16, 2023
Award of RFP (if awarded)	June 30, 2023

PROPOSALS MUST BE RECEIVED BY THE DUE DATE – LATE PROPOSALS WILL NOT BE CONSIDERED.

Project Manager:

Sandra Korhorn

s.korhorn@catchamax.org

Mailing Address:

Macatawa Area Express Transit Authority

171 Lincoln Rd. Suite 20

Holland, MI 49423

(616) 3655-1010

www.catchamax.org

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SECTION 1:
PROJECT DESCRIPTION (SCOPE) AND SUMMARY OF REQUIREMENTS

BACKGROUND INFORMATION:

The Macatawa Area Express (MAX) is a small urban transit system that has operated fixed bus routes and demand response service since 2000. Currently, MAX serves the communities of the City of Holland, City of Zeeland, Holland Charter Township, Zeeland Charter Township and Park Township with fixed route and/or demand response service. MAX currently employs 75 staff members.

MAX has eleven (11) fixed routes that operate Routes 1-8, 11 and Demand Response Monday - Friday from 6 a.m. – 7 p.m. Night Owl service is available Monday – Saturday from 7 p.m.- 12 a.m. with Twilight Routes (9 & 10) running from 7 p.m. – 10 p.m. Saturday operations include Routes 1-8 & 11 and Demand Response operating from 8 a.m. -7p.m.

Currently, MAX is operating on a restricted schedule with eight (8) fixed routes on an hourly schedule Monday – Friday from 6 a.m. to 7 p.m. The demand response service operates Monday – Friday from 6 a.m. to 7 p.m. with Night Owl service available from 7 p.m. to midnight. Demand Response also operates on Saturday's from 10 a.m. to 7 p.m. for employment and dialysis trips only.

PROJECT DESCRIPTION:

The Macatawa Area Express Transportation Authority (MAX) is seeking consultant support to complete a Transportation Study.

SCOPE OF WORK:

The Macatawa Area Express Transportation Authority (MAX) is seeking consultant support to complete a Transportation Study. MAX will also partner with the Macatawa Area Coordinating Council (MACC) to gather demographic information (EJ populations, households without an automobile, elderly populations, future growth and employment areas, etc.) which can then be plotted and utilized through a Geographic Information System (GIS).

The plan shall include a survey of area residents, community service agencies and businesses to determine knowledge of the service, identify pockets of citizens who have transportation needs, current and future use by residents, social organizations and businesses, purpose of destinations desired and trip generators.

It is expected that the project shall be completed by June 2024.

Primary tasks and services shall include, but are not limited to:

- Provide detailed options to restore transit service including reduced travel times.
- Assist with identifying strategies for improved transit systems management.
- Resume fixed route services to underserved and vulnerable populations.
- Make adjustments to increase the quality or frequency of transit service for low-income riders and those in disadvantaged neighborhoods or communities.
- Provide options to launch micro-transit operations to increase ridership.
- Offer workforce development strategies to equip transit staff with the skills and training to effectively respond to the increasing demands of transit innovation.
- Create an electrification plan to reduce vehicle emissions.
- Gather input from the public, community organizations and businesses.
- Summary Report and Communication Strategies

SECTION 2

SUBMISSION INSTRUCTIONS

REQUEST FOR PROPOSAL REQUIREMENTS:

1. Sealed proposal must be received by the due date specified in this RFP. Bids received after the due date and time will not be considered.
2. This RFP does not commit MAX to award a contract.
3. MAX assumes no responsibility for errant bid delivery, including those relegated to a courier agent who fails to deliver in accordance with time and receiving point specified.
4. No email or facsimile proposals will be considered.
5. Proposer agrees to and acknowledges all RFP specifications, terms, and conditions, and indicates ability to perform by submission of its bid.
6. Submitted proposal shall be valid for at least sixty (60) days.
7. The vendor will prepare and present finalized reports/data to Board and other MAX staff.
8. Proposals submitted in hardcopy must be delivered by the due date and time to:

Macatawa Area Express Transportation Authority
Attn: Sandra Korhorn
RFP – Route Study
171 Lincoln Rd, Ste 20
Holland, MI 49423

INFORMATION CONTRATOR MUST PROVIDE IN THEIR PROPOSALS:

1. Description of the work to be performed.
2. Firm's plan of action for accomplishing the work, personnel and equipment
3. Project personnel indicating number of personnel and their related work experience. The firm's professional and project staff that work on the project must be the same staff that is identified in this proposal.
4. Three referrals for similar project work; name, location and contact information
5. Total project cost and itemized budget

PUBLIC MEETINGS:

Over the course of the study, at least three meetings of the general public will be held. The purpose of the public meetings is to provide an open forum to solicit input on the study process and products. Therefore, attention should be paid to the scheduling, notice, format and presentation materials of all public meetings.

MAX staff shall be responsible for reserving locations for public meetings, responding to public inquiries and assisting in the advertisement of public meetings. The consultant shall be responsible for the preparation of the agenda, materials and/or presentations for public meetings. When appropriate, meeting materials shall be made available to the public at least one week in advance of the meeting. The public shall be given ample opportunity to review and provide feedback on consultant work products.

As part of the MAX Environmental Justice (EJ) process, areas within the Metropolitan Planning Organization (MPO) have been identified as Environmental Justice areas. Therefore, efforts should be made to reach the widest audience possible. Innovative and effective ways to engage the public are encouraged.

SKILLS AND QUALIFICATIONS:

Consultants are encouraged to collaborate with other consulting firms to work as a team. A lead consultant will need to be selected from the team of consultants to facilitate the process.

Other disciplines may be included as needed. At a minimum, expertise in the following areas is required:

1. Urban Planning: The urban planning element will provide the facilitation for a wide range of participation in the planning process and presents opportunities for consensus building and creates the vision for the consultant team.
2. Transportation Planning: Thorough understanding of transportation systems, including transit operations and pedestrian connectivity.
3. Visualization: The ability to visualize the planning process to the public for better public and political engagement.

SECTION 3

PROPOSAL EVALUATIONS

SELECTION CRITERIA:

MAX also reserves the right to award the contract to a vendor other than that of the lowest priced proposal and to select the most advantageous proposal representing the best value to MAX Transit. MAX reserves the right to accept or reject any and all proposals. The MAX Route Study Committee will evaluate proposals and make a recommendation to the MAX Authority Board. During this period, firms may be required to give an oral presentation of their submission. Factors to be used in evaluating the proposals include:

1. Understanding of the project and proposed course of action
2. Previous consultant experience on similar projects
3. Proposal for public engagement activities
4. Experience and qualifications of personnel to be assigned to the project.
5. Time schedule for accomplishing the tasks.

Upon approval of project award by the MAX Authority Board, the selected vendor will be sent a Notice of Award/Notice to Proceed for approval and signature. The original form is to be returned promptly to the Authority and the contractor is to keep a copy of the form. Work may not proceed until the vendor signs the Notice to Proceed. Work will commence immediately after a signed Notice to Proceed. Non-successful proposers will be notified of the MAX's selection of a vendor.

SECTION 4
TERMS AND CONDITIONS

DURATION OF PROJECT & AGREEMENT:

The project will commence per contracted term with MAX's Notice of Award/Notice to Proceed.

CONTRACT CHANGES:

Additions, deletions or modifications to this project and agreement may be made only with written agreement between MAX and the selected firm.

DISPUTES:

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by agreement shall be decided by MAX, which shall put its decision in writing and mail or otherwise furnish a copy to the firm. In connection with any appeal proceeding under this clause, the firm shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the firm shall proceed diligently in accordance with the project agreement and in accordance with MAX's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this agreement shall be construed as making final the decision of an administrative official, representative or board on a question of law.

INDEMNIFICATION:

The firm agrees to indemnify and hold MAX, its officers, agents, employees and /or trustees, harmless from and against any and all claims or causes of action brought against MAX and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by the MAX arising out of any claimed defect in the goods and services provided by the firm. The firms' obligation under this paragraph shall include the obligation to indemnify and hold the MAX harmless for negligence, whether active, passive or concurrent, in the performance of MAX's duties and obligations pursuant to this project and agreement.

COVENANT AGAINST GRATUITIES:

The firm warrants that he/she has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of the MAX with a view toward securing favorable treatment in the awarding, amending, or evaluating this project and agreement.

ASSIGNABILITY RIGHTS:

The Bidder shall not assign this contract—wholly or in part—without the written consent of the Macatawa Area Express. No assignment shall relieve the Bidder of any obligations under the contract.

LIABILITY INSURANCE:

The firm shall maintain such insurance as will protect it from claims under Worker's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any and all of which may arise out of result from the firm's operations under this agreement, or from any subcontractor or anyone directly or indirectly employed by either of them. Proposers shall provide proof of insurance with the submission of their proposal.

LISCENSING & PERMITTING: The contractor shall be licensed. Additionally, the contractor awarded the project will be required to file any permitting, as required, for this project.

CONTRACT TERM: The contract between the MAX and the Contractor shall become effective upon signing and shall remain in force until at which time the contract has expired, or until notice of termination in writing is given by the other party as provided herein. MAX reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations under this contract.

WRITTEN STANDARDS OF CONDUCT:

MAX employees, officers, agents (e.g. City of Holland or other appointed agents acting on behalf of MAX's interest, immediate family members, and committee or Board members are prohibited from: participating in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent is involved; and soliciting or accepting gifts, gratuities, favors or anything of consequential value from current or potential contractors or parties to sub agreements that could influence purchasing decisions. MAX employees or agents with a potential conflict of interest shall remove themselves from the procurement in question.

TAXES:

MAX is exempt from taxes; however, the Contractor shall pay all taxes required by law. MAX cannot exempt others from tax.

COMPLIANCE WITH LAWS: The Contractor will comply with all State, Federal, and local laws and regulations.

CANCELLATION FOR CAUSE:

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

MAX reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the MAX without penalty to MAX. MAX shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the MAX and the successful contractor, the MAX may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor. If the termination clause is used by the MAX, the successful contractor will be paid by the MAX for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

CONDITION OF MATERIALS:

It is understood and agreed that any materials delivered to or acquired by the Authority shall be new, of latest design, and in first quality condition, unless specified otherwise in this IFB.

REJECTION OF SUBMISSIONS/CANCELLATION OF REQUEST FOR PROPOSALS:

MAX reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of MAX. It is also within the rights of MAX to reject proposals that do not contain all elements and information requested in this document. MAX reserves the right to cancel this Request for Proposals at any time. MAX will not be liable for any cost/losses incurred by the Contractors throughout this process, including reimbursement for any costs for the preparation of proposals in response to this RFP.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), EEO AND NON-DISCRIMINATION:

MAX seeks and encourages DBE participation on projects and contracts that use federal funds that have an established DBE goal. MAX is an Equal Opportunity Employer, and does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability. Proposers are required to disclose any sub-contracts for this project that will be completed by certified DBE firms.

WRITTEN PROTEST PROCEDURES:

A written protest must clearly articulate the procedure or decision being protested and the reason(s) for the protest. Any interested party may file a protest with MAX upon one or more of the following grounds: (1) MAX has failed to comply with applicable Federal or State law; (2) MAX has failed to comply with its procurement procedures; (3) MAX has failed to comply with the terms of this solicitation; (4) MAX has issued improperly restrictive or discriminatory specifications.

Bid protests must be made in writing (electronic submission of protests will not be accepted) and submitted to:

Macatawa Area Express Transportation Authority
171 Lincoln Avenue, Suite 20
Holland MI 49423

All protests must be filed within ten (10) business days of the MAX Authority Board decision. The Executive Director or designee will review the written protest and provide a written response to the protestor.

The protestor can appeal MAX's decision/response to the MAX Authority Board, provided that the appeal is filed with the Executive Director or designee within ten (10) business days of MAX's decision.

In the event of an appeal, the MAX Authority Board will make the final decision on the protest. All protests will be forwarded to the Federal Transit Administration for its information.

PROJECT COORDINATION:

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the MAX. The MAX shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the MAX. The Contractor hereby agrees to replace any personnel or sub- contractor, at no cost or penalty to the MAX, if the MAX reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

ACCURACY OF WORK: The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the MAX will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

APPROPRIATION OF FUNDS: The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the MAX's obligations under said contract(s).

DRUG-FREE WORKPLACE: By submission of a Proposal, the Contractor certifies that the provisions "Drug-free Workplace Act, have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub-contractor to work in a drug-free work place shall secure from that sub-contractor the following written certification:
3. As part of the subcontracting agreement with (Contractor's name), (Sub-contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

PAYMENT TERMS: Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed. If applicable, expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates. Proposers may suggest other payment terms for consideration. Under no circumstances will payment be advanced prior to work or services provided.

PROMPT PAYMENT: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from MAX. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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 MAX. This clause applies to both DBE and non-DBE subcontracts.

Failure of the contractor to comply with this requirement is cause for breach of contract and will be settled according to the terms of the specific contract.

RFP CONSTITUTES BINDING CONTRACT:

The specifications, requirements and terms and conditions contained in this RFP will constitute a binding contract between the Proposer and MAX upon the acceptance of the Proposal by

MAX. Any changes to the terms or requirements of this Contract must be documented in the Award of Contract/Notice to Proceed.

SECTION 5

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for

U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of

necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ENERGY CONSERVATION REQUIREMENT

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their sub agreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

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

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub- grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the

Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to

time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 3118 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31

18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/ Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.IE

Applicability to Contracts

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

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are

beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any

other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall

be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

- i. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

SAFE OPERATION OF MOTOR VEHICLES

23 USC 402

Executive Order No. 13043

Executive Order No. 13513

US DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles

Seat Belt Use –The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving –The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

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

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

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

Clause Language

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

Suspension and Debarment

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

the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MAX. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MAX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

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

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color. Creed. National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations,

"Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

PATENT AND RIGHTS IN DATA

37 CFR Part 401

49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research

projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

Contracts Involving Experimental, Developmental, or Research

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to

reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the

Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

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

Clause Language

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

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.25%. A separate contract goal has not been established for this procurement.

- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAX deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the MAX.
- d. The contractor must promptly notify MAX, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAX.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.IE

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IE, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any

act, fail to perform any act, or refuse to comply with any MAX requests which would cause MAX to be in violation of the FTA terms and conditions.

ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the

Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § § 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and any implementing requirements FTA may issue.

PROMPT PAYMENT

Applicability to Contracts

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 the Recipient. This clause applies to both DEBE and non-DEBE subcontractors.

SECTION 6

FEDERAL TRANSIT ADMINISTRATION REQUIRED CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT & SUSPENSION

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that and its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of these offenses listed in paragraph (2) of this certification.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certified that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA. Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

Signature of Authorized Individual

Title

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

SECTION 7

ACKNOWLEDGEMENT FORM FOR TERMS & CONDITIONS AND REQUIRED FTA CLAUSES

I have received, read, understand, and agree to comply with the Terms & Conditions and the Required FTA Clauses included in the Macatawa Area Express Transportation Authority's Request for Proposal (RFP) that was issued June 16, 2023.

I understand that failure to acknowledge or comply with any of these terms, conditions, or requirements will deem our firm unresponsive to the RFP or result in our default of contract after its execution.

Date

Printed Name of Authorized Representative

Signature of Authorized Representative:

Name of Firm

Address, City, State

MACATAWA AREA EXPRESS - MONTHLY RIDERSHIP SUMMARY

(NOTES: Some figures calculated using non-rounded numbers. AUXILIARY ridership includes counts for non-traditional services: Tulip Time Tours, Shuttle, Kertsmarket, etc.)

FIXED ROUTE

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.
1,960	2,357	-16.8%	98.0	112.2	-12.7%	0.0	0.0	#DIV/0!
2,074	2,838	-26.9%	103.7	135.1	-23.2%	0.0	0.0	#DIV/0!
1,507	1,689	-10.8%	75.4	80.4	-6.3%	0.0	0.0	#DIV/0!
1,639	1,732	-5.4%	82.0	82.5	-0.7%	0.0	0.0	#DIV/0!
1,535	2,217	-30.8%	76.8	105.6	-27.3%	0.0	0.0	#DIV/0!
1,972	2,565	-23.1%	98.6	122.1	-19.2%	0.0	0.0	#DIV/0!
1,168	1,631	-28.4%	58.4	77.7	-24.8%	0.0	0.0	#DIV/0!
983	1,356	-27.5%	49.2	64.6	-23.9%	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
#REF!	0	#REF!	#REF!	0.0	#REF!	#REF!	0.0	#REF!
0	0	#DIV/0!	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
7,899	10,689	-26.1%	395.0	509.0	-22.4%	0.0	0.0	#DIV/0!
743	840	-11.5%	37.2	40.0	-7.1%	0.0	0.0	#DIV/0!
1,755	1,569	11.9%	87.8	74.7	17.5%	0.0	0.0	#DIV/0!
2,441	3,287	-25.7%	122.1	156.5	-22.0%	0.0	0.0	#DIV/0!
12,838	16,385	-21.6%	641.9	780.2	-17.7%	0.0	0.0	#DIV/0!

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.
PARK TWP.
AUXILIARY

TOTAL MONTHLY BOARDING		
APR. '23	APR. '22	% CHG.
6,435	8,401	-23.4%
5,469	6,696	-18.3%
934	1,288	-27.5%
0	0	#DIV/0!
0	0	#DIV/0!
0	0	#DIV/0!

TWILIGHT ROUTE

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
-	-	-	-	-	-	-	-	-
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!

CITY OF HOLLAND
HOLLAND TWP.

TOTAL MONTHLY BOARDING		
APR. '23	APR. '22	% CHG.
0	0	#DIV/0!
0	0	#DIV/0!

DEMAND RESPONSE

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.
202	1,076	-81.2%	9.1	48.9	-81.4%	4.0	9.8	-59.2%
10	1	900.0%	0.2	0.0	#DIV/0!	1.4	0.0	#DIV/0!
104	117	-11.1%	5.2	5.5	-5.5%	0.0	0.2	-100.0%
2,509	2,443	2.7%	119.5	110.0	8.6%	24.0	26.6	-9.8%
2,825	3,637	-22.3%	133.9	164.4	-18.6%	29.4	36.6	-19.7%

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.
PARK TWP.
AUXILIARY

TOTAL MONTHLY BOARDING		
APR. '23	APR. '22	% CHG.
1,272	2,017	-36.9%
1,210	1,236	-2.1%
137	203	-32.5%
19	22	-13.6%
187	159	17.6%
0	0	#DIV/0!

NIGHT OWL

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.
153	247	-38.1%	7.3	11.1	-34.2%	1.4	2.6	-46.2%
1	1	0.0%	0.0	0.0	#DIV/0!	0.2	0.0	#DIV/0!
12	0	#DIV/0!	0.5	0.0	#DIV/0!	0.6	0.0	#DIV/0!
163	237	-31.2%	7.2	10.2	-29.4%	3.8	4.6	-17.4%
329	485	-32.2%	15.0	21.3	-29.8%	6.0	7.2	-16.7%

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.

TOTAL MONTHLY BOARDING		
APR. '23	APR. '22	% CHG.
125	224	-44.2%
150	173	-13.3%
48	87	-44.8%
6	1	500.0%
0	0	#DIV/0!

OVERALL RIDERSHIP

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.	APR. '23	APR. '22	% CHG.
8,254	12,012	-31.3%	411.4	569.0	-27.7%	5.4	12.4	-56.5%
754	842	-10.5%	37.3	40.1	-7.0%	1.6	0.0	#DIV/0!
1,871	1,686	11.0%	93.4	80.2	16.5%	0.6	0.2	200.0%
5,113	5,967	-14.3%	248.7	276.7	-10.1%	27.8	31.2	-10.9%
15,992	20,507	-22.0%	790.8	966.0	-18.1%	35.4	43.8	-19.2%

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.
PARK TWP.
AUXILIARY

TOTAL MONTHLY BOARDING		
APR. '23	APR. '22	% CHG.
7,832	10,642	-26.4%
6,829	8,105	-15.7%
1,119	1,578	-29.1%
25	23	8.7%
187	159	17.6%
0	0	#DIV/0!

ON-TIME PERCENTAGE

APR. '23	APR. '22	DIFF. (+/-)
96.6%	97.6%	-1.0%
99.3%	99.3%	0.0%

SERVICE DAYS

APR. '23	APR. '22
20	21
5	5

FIXED ROUTE
DEMAND RESPONSE

WEEKDAYS
SATURDAYS

DISTRIBUTION OF RIDERSHIP

APR. '23	APR. '22	DIFF. (+/-)
80.28%	79.90%	0.38%
17.67%	17.74%	-0.07%
0.00%	0.00%	0.00%
2.06%	2.37%	-0.31%

FIXED ROUTE
DEMAND RESPONSE
TWILIGHT
NIGHT OWL

Macatawa Area Express Ridership by Government Unit

Fiscal Year	Fixed Route													Reservation Service													
	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Park Twp.		Auxiliary	%	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Park Twp.	%	Auxiliary	%	
Oct-20	0	0	###	0	###	0	###	0	###	0	###	0	###	6,021	3,429	57	2,021	34	430	7	39	1	102	2	0	0	
Nov-20	0	0	###	0	###	0	###	0	###	0	###	0	###	4,590	2,543	55	1,547	34	338	7	46	1	116	3	0	0	
Dec-20	0	0	###	0	###	0	###	0	###	0	###	0	###	4,193	2,209	53	1,555	37	248	6	47	1	134	3	0	0	
Jan-21	0	0	###	0	###	0	###	0	###	0	###	0	###	4,137	2,336	56	1,390	34	231	6	37	1	143	3	0	0	
Feb-21	0	0	###	0	###	0	###	0	###	0	###	0	###	4,035	2,347	58	1,323	33	231	6	14	0	120	3	0	0	
Mar-21	8,565	4,149	48	3,769	44	647	8	0	0	0	0	0	0	3,995	2,342	59	1,318	33	184	5	12	0	139	3	0	0	
Apr-21	9,806	4,682	48	4,448	45	676	7	0	0	0	0	0	0	3,704	2,115	57	1,261	34	167	5	14	0	147	4	0	0	
May-21	10,178	4,889	48	4,488	44	801	8	0	0	0	0	0	0	3,228	1,755	54	1,120	35	158	5	18	1	177	5	0	0	
Jun-21	11,669	5,973	51	4,983	43	713	6	0	0	0	0	0	0	3,473	1,908	55	1,185	34	175	5	22	1	183	5	0	0	
Jul-21	11,785	5,901	50	5,062	43	822	7	0	0	0	0	0	0	3,389	1,853	55	1,160	34	173	5	12	0	191	6	0	0	
Aug-21	12,516	6,395	51	5,249	42	872	7	0	0	0	0	0	0	3,513	1,889	54	1,238	35	188	5	21	1	177	5	0	0	
Sep-21	13,322	6,685	50	5,607	42	1,030	8	0	0	0	0	0	0	3,441	1,851	54	1,235	36	185	5	20	1	150	4	0	0	
Total	77,841	38,674	50	33,606	43	5,561	7	0	0	0	0	0	0	47,719	26,577	56	16,353	34	2,708	6	302	1	1,779	4	0	0	
Oct-21	14,570	7,045	48	6,361	44	1,164	8	0	0	0	0	0	0	3,781	2,051	54	1,341	35	201	5	21	1	167	4	0	0	
Nov-21	14,675	7,350	50	6,186	42	1,139	8	0	0	0	0	0	0	3,794	2,052	54	1,267	33	178	5	23	1	202	5	72	2	
Dec-21	13,965	6,982	50	5,859	42	1,124	8	0	0	0	0	0	0	3,534	1,896	54	1,233	35	181	5	34	1	190	5	0	0	
Jan-22	13,236	6,604	50	5,527	42	1,105	8	0	0	0	0	0	0	3,349	1,826	55	1,162	35	162	5	31	1	168	5	0	0	
Feb-22	15,720	7,830	50	6,461	41	1,429	9	0	0	0	0	0	0	3,587	1,892	53	1,273	35	213	6	25	1	184	5	0	0	
Mar-22	19,155	9,846	51	7,665	40	1,644	9	0	0	0	0	0	0	4,061	2,152	53	1,456	36	218	5	27	1	208	5	0	0	
Apr-22	16,385	8,401	51	6,696	41	1,288	8	0	0	0	0	0	0	3,637	2,017	55	1,236	34	203	6	22	1	159	4	0	0	
May-22	13,863	6,880	50	5,605	40	1,378	10	0	0	0	0	0	0	3,764	2,131	57	1,187	32	222	6	27	1	183	5	14	0	
Jun-22	14,556	7,250	50	6,110	42	1,196	8	0	0	0	0	0	0	3,966	2,254	57	1,229	31	228	6	31	1	224	6	0	0	
Jul-22	13,283	6,648	50	5,523	42	1,112	8	0	0	0	0	0	0	3,510	1,999	57	1,105	31	175	5	26	1	205	6	0	0	
Aug-22	14,959	7,810	52	6,044	40	1,105	7	0	0	0	0	0	0	4,154	2,319	56	1,335	32	208	5	32	1	260	6	0	0	
Sep-22	14,129	7,342	52	5,555	39	1,232	9	0	0	0	0	0	0	3,797	2,117	56	1,272	34	176	5	23	1	209	6	0	0	
Total	178,496	89,988	50	73,592	41	14,916	8	0	0	0	0	0	0	44,934	24,706	55	15,096	34	2,365	5	322	1	2,359	5	86	0	
Oct-22	13,577	7,232	53	5,146	38	1,199	9	0	0	0	0	0	0	3,476	1,836	53	1,224	35	187	5	25	1	204	6	0	0	
Nov-22	13,699	7,158	52	5,363	39	1,178	9	0	0	0	0	0	0	3,166	1,442	46	1,223	39	170	5	27	1	229	7	75	2	
Dec-22	13,106	6,988	53	5,109	39	1,009	8	0	0	0	0	0	0	2,811	1,277	45	1,136	40	181	6	15	1	202	7	0	0	
Jan-23	14,448	7,799	54	5,397	37	1,252	9	0	0	0	0	0	0	3,100	1,446	47	1,205	39	198	6	24	1	227	7	0	0	
Feb-23	12,881	6,685	52	5,064	39	1,132	9	0	0	0	0	0	0	2,973	1,387	47	1,176	40	180	6	25	1	205	7	0	0	
Mar-23	14,950	7,753	52	6,043	40	1,154	8	0	0	0	0	0	0	3,401	1,529	45	1,446	43	178	5	25	1	223	7	0	0	
Apr-23	12,838	6,435	50	5,469	43	934	7	0	0	0	0	0	0	2,825	1,272	45	1,210	43	137	5	19	1	187	7	0	0	
May-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Jun-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Jul-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Aug-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Sep-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Total	95,499	50,050	52	37,591	39	7,858	8	0	0	0	0	0	0	21,752	10,189	47	8,620	40	1,231	6	160	1	1,477	7	75	0	

Macatawa Area Express Ridership by Government Unit

Fiscal Year	Twilight Fixed Route					Night Owl Service									Total Service													
	Total Rides	City of Holland	%	Holland Twp.	%	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Park Twp.	%	Auxiliary	%	
Oct-20	0	0	###	0	###	485	193	40	278	57	6	1	8	2	6,506	3,622	56	2,299	35	436	7	47	1	102	2	0	0	
Nov-20	0	0	###	0	###	351	130	37	200	57	16	5	5	1	4,941	2,673	54	1,747	35	354	7	51	1	116	2	0	0	
Dec-20	0	0	###	0	###	265	115	43	133	50	6	2	11	4	4,458	2,324	52	1,688	38	254	6	58	1	134	3	0	0	
Jan-21	0	0	###	0	###	314	119	38	171	54	24	8	0	0	4,451	2,455	55	1,561	35	255	6	37	1	143	3	0	0	
Feb-21	0	0	###	0	###	354	135	38	183	52	36	10	0	0	4,389	2,482	57	1,506	34	267	6	14	0	120	3	0	0	
Mar-21	0	0	###	0	###	417	184	44	194	47	39	9	0	0	12,977	6,675	51	5,281	41	870	7	12	0	139	1	0	0	
Apr-21	0	0	###	0	###	353	149	42	147	42	57	16	0	0	13,863	6,946	50	5,856	42	900	6	14	0	147	1	0	0	
May-21	0	0	###	0	###	335	162	48	125	37	45	13	3	1	13,741	6,806	50	5,733	42	1,004	7	21	0	177	1	0	0	
Jun-21	0	0	###	0	###	357	173	48	134	38	50	14	0	0	15,499	8,054	52	6,302	41	938	6	22	0	183	1	0	0	
Jul-21	0	0	###	0	###	340	157	46	139	41	42	12	2	1	15,514	7,911	51	6,361	41	1,037	7	14	0	191	1	0	0	
Aug-21	0	0	###	0	###	393	187	48	146	37	58	15	2	1	16,422	8,471	52	6,633	40	1,118	7	23	0	177	1	0	0	
Sep-21	0	0	###	0	###	374	157	42	152	41	64	17	1	0	17,137	8,693	51	6,994	41	1,279	7	21	0	150	1	0	0	
Total	0	0	###	0	###	4,338	1,861	43	2,002	46	443	10	32	1	129,898	67,112	52	51,961	40	8,712	7	334	0	1,779	3	0	0	
Oct-21	0	0	###	0	###	387	184	48	146	38	55	14	2	1	18,738	9,280	50	7,848	42	1,420	8	23	0	167	1	0	0	
Nov-21	0	0	###	0	###	403	207	51	134	33	60	15	2	0	18,872	9,609	51	7,587	40	1,377	7	25	0	202	1	72	0	
Dec-21	0	0	###	0	###	403	190	47	148	37	61	15	4	1	17,902	9,068	51	7,240	40	1,366	8	38	0	190	1	0	0	
Jan-22	0	0	###	0	###	347	144	41	137	39	64	18	2	1	16,932	8,574	51	6,826	40	1,331	8	33	0	168	1	0	0	
Feb-22	0	0	###	0	###	368	172	47	118	32	78	21	0	0	19,675	9,894	50	7,852	40	1,720	9	25	0	184	1	0	0	
Mar-22	0	0	###	0	###	490	252	51	170	35	68	14	0	0	23,706	12,250	52	9,291	39	1,930	8	27	0	208	1	0	0	
Apr-22	0	0	###	0	###	485	224	46	173	36	87	18	1	0	20,507	10,642	52	8,105	40	1,578	8	23	0	159	1	0	0	
May-22	0	0	###	0	###	392	168	43	156	40	67	17	1	0	18,019	9,179	51	6,948	39	1,667	9	28	0	183	1	14	0	
Jun-22	0	0	###	0	###	408	183	45	164	40	57	14	4	1	18,930	9,687	51	7,503	40	1,481	8	35	0	224	1	0	0	
Jul-22	0	0	###	0	###	321	133	41	142	44	46	14	0	0	17,114	8,780	51	6,770	40	1,333	8	26	0	205	1	0	0	
Aug-22	0	0	###	0	###	427	203	48	173	41	50	12	1	0	19,540	10,332	53	7,552	39	1,363	7	33	0	260	1	0	0	
Sep-22	0	0	###	0	###	365	160	44	159	44	45	12	1	0	18,291	9,619	53	6,986	38	1,453	8	24	0	209	1	0	0	
Total	0	0	###	0	###	4,796	2,220	46	1,820	38	738	15	18	0	228,226	116,914	51	90,508	40	18,019	8	340	0	2,359	1	86	0	
Oct-22	0	0	###	0	###	373	174	47	149	40	49	13	1	0	17,426	9,242	53	6,519	37	1,435	8	26	0	204	1	0	0	
Nov-22	0	0	###	0	###	375	172	46	153	41	49	13	1	0	17,240	8,772	51	6,739	39	1,397	8	28	0	229	1	75	0	
Dec-22	0	0	###	0	###	304	151	50	108	36	45	15	0	0	16,221	8,416	52	6,353	39	1,235	8	15	0	202	1	0	0	
Jan-23	0	0	###	0	###	339	156	46	129	38	47	14	7	2	17,887	9,401	53	6,731	38	1,497	8	31	0	227	1	0	0	
Feb-23	0	0	###	0	###	334	165	49	121	36	43	13	5	1	16,188	8,237	51	6,361	39	1,355	8	30	0	205	1	0	0	
Mar-23	0	0	###	0	###	368	162	44	144	39	56	15	6	2	18,719	9,444	50	7,633	41	1,388	7	31	0	223	1	0	0	
Apr-23	0	0	###	0	###	329	125	38	150	46	48	15	6	2	15,992	7,832	49	6,829	43	1,119	7	25	0	187	1	0	0	
May-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	
Jun-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	
Jul-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	
Aug-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	
Sep-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	
Total	0	0	###	0	###	2,422	1,105	46	954	39	337	14	26	1	119,673	61,344	51	47,165	39	9,426	8	186	0	1,477	1	75	0	

**Historical
Ridership
FY2000-FY2022**

7,021,115

**Historical
Ridership Through
FY2023**

7,140,788

Macatawa Area Express Transportation Authority

Meeting Date: May 22, 2023

Agenda Item:

Subject: Financial Reports for 4/30/2023–Unaudited

Prepared By: Julie Ziurinskas, City Finance

Recommendation: Accept Financial Reports as information

Attached are Budget Performance Reports for the seven months ended April 30, 2023 (58.33% of year). The attached reports reflect the activities of the MAX as well as capital.

Revenues

Operating revenues currently total \$1,841,106, or 18% of budget. The lower than anticipated amount is primarily a timing difference as a large portion of the revenues are not received until the end of the fiscal year. April operating revenues are composed of fare collection revenues, investment income and reimbursements from Michigan Transit Pool. Zeeland City, Zeeland Township, and Park Township are billed quarterly for services rendered and the first two quarters payments have been received. Federal Operating grant revenues are received mid-late September, and State Reimbursed PPT Tax Loss payments are typically received near the end of the fiscal year. The private donation that MAX received is also reflected in the report.

Expenses

Operating expenses for the first seven months totaled \$4,000,133, or 50% of budget, and appear to be in line with expectations.

Grant Activity

- ✓ Federal Operating Grant Revenue: \$0 of \$1,250,000 budgeted has been received. MAX receives Federal Operating grant revenues toward the end of the fiscal year, generally mid-late September.
- ✓ State Operating Grant Revenue (received at the beginning of each month) - \$950,677 of \$1,648,598 budgeted has been received.
- ✓ New Freedom Grant (grant request submitted after the end of each quarter) - \$29,583 of \$142,500 has been received.
- ✓ Mobility Management Federal and State Grants (grant request submitted after the end of each quarter) - \$2,913 of \$70,000 has been received.
- ✓ Federal ARPA Operating Grant Revenue: \$0 of \$452,778 budgeted has been received.



Budget by Organization Report

Through 04/30/23
Prior Fiscal Year Activity Excluded
Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund									
REVENUE									
Department 000 - General Revenues									
INTEREST AND RENTS	9,223.00	.00	9,223.00	6,317.59	.00	24,202.99	(14,979.99)	262	1,295.49
OTHER	1,000.00	.00	1,000.00	.00	.00	418,319.37	(417,319.37)	41832	46.15
Department 000 - General Revenues Totals	\$10,223.00	\$0.00	\$10,223.00	\$6,317.59	\$0.00	\$442,522.36	(\$432,299.36)	4329%	\$1,341.64
Department 537 - Routine Transit Operations									
Division 4 - General									
TAXES	1,194,211.00	.00	1,194,211.00	562.92	.00	(34,513.16)	1,228,724.16	-3	26,787.44
STATE REVENUE SHARING	88,878.00	.00	88,878.00	.00	.00	.00	88,878.00	0	.00
CHARGES FOR SERVICE	150,500.00	.00	150,500.00	15,156.35	.00	113,561.10	36,938.90	75	4,460.50
INTEREST AND RENTS	25,000.00	.00	25,000.00	.00	.00	3,946.05	21,053.95	16	9,111.23
OTHER	30,100.00	.00	30,100.00	(182.76)	.00	155,289.67	(125,189.67)	516	.00
GAIN ON DISPOSAL OF CAPITAL ASSETS	15,000.00	.00	15,000.00	.00	.00	6,479.00	8,521.00	43	18,513.00
LOAN PROCEEDS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division 4 - General Totals	\$1,503,689.00	\$0.00	\$1,503,689.00	\$15,536.51	\$0.00	\$244,762.66	\$1,258,926.34	16%	\$58,872.17
Division 5 - Grants									
FEDERAL GRANTS	1,702,778.00	4,070,017.00	5,772,795.00	.00	.00	36,062.50	5,736,732.50	1	874,749.00
STATE GRANTS	1,648,598.00	751,305.00	2,399,903.00	135,811.00	.00	951,259.29	1,448,643.71	40	979,680.82
OTHER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division 5 - Grants Totals	\$3,351,376.00	\$4,821,322.00	\$8,172,698.00	\$135,811.00	\$0.00	\$987,321.79	\$7,185,376.21	12%	\$1,854,429.82
Division 6 - Operating Assistance									
CHARGES FOR SERVICE	247,222.00	.00	247,222.00	.00	.00	98,106.02	149,115.98	40	96,487.59
OTHER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division 6 - Operating Assistance Totals	\$247,222.00	\$0.00	\$247,222.00	\$0.00	\$0.00	\$98,106.02	\$149,115.98	40%	\$96,487.59
Division N - New Freedom									
TAXES	142,500.00	.00	142,500.00	.00	.00	61,300.00	81,200.00	43	.00
CHARGES FOR SERVICE	.00	.00	.00	.00	.00	7,093.00	(7,093.00)	+++	.00
Division N - New Freedom Totals	\$142,500.00	\$0.00	\$142,500.00	\$0.00	\$0.00	\$68,393.00	\$74,107.00	48%	\$0.00
Division T - Trolley									
CHARGES FOR SERVICE	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division T - Trolley Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Department 537 - Routine Transit Operations Totals	\$5,244,787.00	\$4,821,322.00	\$10,066,109.00	\$151,347.51	\$0.00	\$1,398,583.47	\$8,667,525.53	14%	\$2,009,789.58
REVENUE TOTALS	\$5,255,010.00	\$4,821,322.00	\$10,076,332.00	\$157,665.10	\$0.00	\$1,841,105.83	\$8,235,226.17	18%	\$2,011,131.22
EXPENSE									
Department 171 - Management & Administration									
PERSONNEL SERVICES	381,550.00	(20,686.00)	360,864.00	37,384.27	.00	248,939.51	111,924.49	69	184,484.48
OTHER CURRENT EXPENDITURES	349,600.00	(18,958.00)	330,642.00	33,857.30	14,100.00	196,307.45	120,234.55	64	226,599.00
DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	+++	1,470,810.38
Division N - New Freedom									
PERSONNEL SERVICES	.00	20,686.00	20,686.00	.00	.00	10,721.03	9,964.97	52	9,167.04



Budget by Organization Report

Through 04/30/23
Prior Fiscal Year Activity Excluded
Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund									
EXPENSE									
Department 171 - Management & Administration									
Division N - New Freedom									
OTHER CURRENT EXPENDITURES	.00	18,958.00	18,958.00	.00	.00	8,190.89	10,767.11	43	11,157.50
DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	+++	3,159.73
Division N - New Freedom Totals	\$0.00	\$39,644.00	\$39,644.00	\$0.00	\$0.00	\$18,911.92	\$20,732.08	48%	\$23,484.27
Department 171 - Management & Administration Totals	\$731,150.00	\$0.00	\$731,150.00	\$71,241.57	\$14,100.00	\$464,158.88	\$252,891.12	65%	\$1,905,378.13
Department 266 - Customer Service & Marketing									
PERSONNEL SERVICES	528,085.00	(28,642.00)	499,443.00	40,177.38	.00	264,436.88	235,006.12	53	231,075.20
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division M - Mobility Grant									
PERSONNEL SERVICES	.00	70,000.00	70,000.00	7,140.59	.00	15,822.35	54,177.65	23	7,247.45
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division M - Mobility Grant Totals	\$0.00	\$70,000.00	\$70,000.00	\$7,140.59	\$0.00	\$15,822.35	\$54,177.65	23%	\$7,247.45
Division N - New Freedom									
PERSONNEL SERVICES	.00	28,642.00	28,642.00	.00	.00	11,356.16	17,285.84	40	11,520.41
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division N - New Freedom Totals	\$0.00	\$28,642.00	\$28,642.00	\$0.00	\$0.00	\$11,356.16	\$17,285.84	40%	\$11,520.41
Department 266 - Customer Service & Marketing Totals	\$528,085.00	\$70,000.00	\$598,085.00	\$47,317.97	\$0.00	\$291,615.39	\$306,469.61	49%	\$249,843.06
Department 537 - Routine Transit Operations									
PERSONNEL SERVICES	2,755,395.00	(149,433.00)	2,605,962.00	226,096.41	.00	1,469,261.98	1,136,700.02	56	1,365,102.17
OTHER CURRENT EXPENDITURES	594,300.00	(32,226.00)	562,074.00	39,660.66	35,240.00	314,989.26	211,844.74	62	484,464.48
Division N - New Freedom									
PERSONNEL SERVICES	.00	149,433.00	149,433.00	6,421.23	.00	74,581.10	74,851.90	50	101,956.05
OTHER CURRENT EXPENDITURES	.00	32,226.00	32,226.00	.00	.00	13,679.46	18,546.54	42	8,667.74
Division N - New Freedom Totals	\$0.00	\$181,659.00	\$181,659.00	\$6,421.23	\$0.00	\$88,260.56	\$93,398.44	49%	\$110,623.79
Division T - Trolley									
PERSONNEL SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	.00
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division T - Trolley Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Department 537 - Routine Transit Operations Totals	\$3,349,695.00	\$0.00	\$3,349,695.00	\$272,178.30	\$35,240.00	\$1,872,511.80	\$1,441,943.20	57%	\$1,960,190.44
Department 591 - Transit Maintenance									
PERSONNEL SERVICES	223,953.00	(12,150.00)	211,803.00	23,660.79	.00	136,881.01	74,921.99	65	114,297.75
OTHER CURRENT EXPENDITURES	422,127.00	(22,905.00)	399,222.00	79,540.16	1,237.50	317,150.92	80,833.58	80	285,969.38
Division N - New Freedom									
PERSONNEL SERVICES	.00	12,150.00	12,150.00	.00	.00	5,737.75	6,412.25	47	5,704.37
OTHER CURRENT EXPENDITURES	.00	22,905.00	22,905.00	.00	.00	12,056.09	10,848.91	53	14,391.98
Division N - New Freedom Totals	\$0.00	\$35,055.00	\$35,055.00	\$0.00	\$0.00	\$17,793.84	\$17,261.16	51%	\$20,096.35
Department 591 - Transit Maintenance Totals	\$646,080.00	\$0.00	\$646,080.00	\$103,200.95	\$1,237.50	\$471,825.77	\$173,016.73	73%	\$420,363.48



Budget by Organization Report

Through 04/30/23
Prior Fiscal Year Activity Excluded
Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund									
EXPENSE									
Department 890 - Contingencies Appropriation									
CONTINGENCIES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 890 - Contingencies Appropriation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Department CAP - Capital Outlay									
CAPITAL OUTLAY	.00	4,608,822.00	4,608,822.00	23,282.36	881,083.94	900,020.70	2,827,717.36	39	296,082.76
Department CAP - Capital Outlay Totals	\$0.00	\$4,608,822.00	\$4,608,822.00	\$23,282.36	\$881,083.94	\$900,020.70	\$2,827,717.36	39%	\$296,082.76
EXPENSE TOTALS	\$5,255,010.00	\$4,678,822.00	\$9,933,832.00	\$517,221.15	\$931,661.44	\$4,000,132.54	\$5,002,038.02	50%	\$4,831,857.87
Fund 103 - General Fund Totals									
REVENUE TOTALS	5,255,010.00	4,821,322.00	10,076,332.00	157,665.10	.00	1,841,105.83	8,235,226.17	18%	2,011,131.22
EXPENSE TOTALS	5,255,010.00	4,678,822.00	9,933,832.00	517,221.15	931,661.44	4,000,132.54	5,002,038.02	50%	4,831,857.87
Fund 103 - General Fund Totals	\$0.00	\$142,500.00	\$142,500.00	(\$359,556.05)	(\$931,661.44)	(\$2,159,026.71)	\$3,233,188.15		(\$2,820,726.65)
Grand Totals									
REVENUE TOTALS	5,255,010.00	4,821,322.00	10,076,332.00	157,665.10	.00	1,841,105.83	8,235,226.17	18%	2,011,131.22
EXPENSE TOTALS	5,255,010.00	4,678,822.00	9,933,832.00	517,221.15	931,661.44	4,000,132.54	5,002,038.02	50%	4,831,857.87
Grand Totals	\$0.00	\$142,500.00	\$142,500.00	(\$359,556.05)	(\$931,661.44)	(\$2,159,026.71)	\$3,233,188.15		(\$2,820,726.65)



Expense Budget Performance Report

Fiscal Year to Date 04/30/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 171 - Management & Administration										
EXPENSE										
710701.0	Payroll-Regular General	246,900.00	(20,686.00)	226,214.00	24,209.92	.00	169,235.17	56,978.83	75	128,784.61
710701.25	Payroll-Regular Human Resources	28,000.00	.00	28,000.00	.00	.00	.00	28,000.00	0	.00
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	1,223.60	(1,223.60)	+++	.00
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	.00	.00	+++	391.78
711702	Payroll - Paid Time Off	17,000.00	.00	17,000.00	3,830.40	.00	14,369.32	2,630.68	85	10,519.76
711703	Payroll - Holidays	7,200.00	.00	7,200.00	.00	.00	3,795.61	3,404.39	53	2,827.94
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	1,447.54	(1,447.54)	+++	.00
711712	Special Pay - One Time	250.00	.00	250.00	.00	.00	.00	250.00	0	236.37
711714	Safety Incentive	800.00	.00	800.00	250.00	.00	487.79	312.21	61	341.82
711716.1	Insurance Health	32,000.00	.00	32,000.00	3,231.24	.00	23,582.71	8,417.29	74	17,472.21
711716.2	Insurance Dental	2,500.00	.00	2,500.00	250.69	.00	1,650.52	849.48	66	1,266.72
711716.4	Insurance Vision	600.00	.00	600.00	80.60	.00	517.13	82.87	86	336.75
711717	Insurance - Life & AD&D	300.00	.00	300.00	45.37	.00	203.13	96.87	68	178.41
711718	Retirement Contribution	18,000.00	.00	18,000.00	2,639.19	.00	14,297.11	3,702.89	79	7,549.83
711720	Insurance - Income Protection	3,000.00	.00	3,000.00	439.87	.00	1,961.22	1,038.78	65	1,569.62
712715	Employer FICA/Medicare Contribution	20,500.00	.00	20,500.00	2,100.98	.00	13,974.54	6,525.46	68	10,755.54
712724	Workers Comp Insurance	4,500.00	.00	4,500.00	306.01	.00	2,194.12	2,305.88	49	2,253.12
721730	Postage	700.00	.00	700.00	132.78	.00	628.33	71.67	90	338.29
721740.0	Operating Supplies General	7,000.00	.00	7,000.00	1,209.67	.00	5,657.81	1,342.19	81	9,707.52
721740.TECH	Operating Supplies Equipment IT	1,000.00	.00	1,000.00	.00	.00	5,869.35	(4,869.35)	587	2,802.49
721905	Photocopies	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
722801.9000	Contractual-Promotions/Printing Printing	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
722801.9010	Contractual-Promotions/Printing Advertising/Promotional	50,000.00	(18,958.00)	31,042.00	2,723.69	.00	6,918.71	24,123.29	22	18,633.71
722801.9080	Contractual-Promotions/Printing Publishing-News Media	5,500.00	.00	5,500.00	505.00	.00	2,396.15	3,103.85	44	3,821.81
722803.9	Contractual-Human Resources Flex Benefits	2,400.00	.00	2,400.00	201.42	.00	1,357.45	1,042.55	57	1,257.86
722803.10	Contractual-Human Resources Employee Assistance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
722804	Contractual-Legal	4,000.00	.00	4,000.00	307.50	.00	3,950.00	50.00	99	1,805.37
722805.1	Contractual-Finance/Property Independent Audit	12,000.00	.00	12,000.00	.00	.00	10,762.52	1,237.48	90	10,477.06
722805.4	Contractual-Finance/Property Financial Service Fees	10,000.00	.00	10,000.00	947.02	.00	4,550.74	5,449.26	46	4,749.05
722805.12	Contractual-Finance/Property Accounting & Collections	85,000.00	.00	85,000.00	14,003.33	.00	55,160.99	29,839.01	65	54,957.14
722808.2	Contractual-Buildings & Grounds Greenway Solid Waste Disposal	1,000.00	.00	1,000.00	.00	.00	523.57	476.43	52	589.97
722808.3	Contractual-Buildings & Grounds Depot Solid Waste Disposal	700.00	.00	700.00	.00	.00	391.61	308.39	56	380.96
722809.41	Contractual-Miscellaneous Services	50,000.00	.00	50,000.00	3,459.40	14,100.00	29,195.48	6,704.52	87	48,698.28
723850.0	Communications Telephone	8,000.00	.00	8,000.00	753.18	.00	3,403.98	4,596.02	43	3,664.43
723850.CELL	Communications Cellular	12,000.00	.00	12,000.00	1,109.82	.00	6,607.28	5,392.72	55	5,852.15
723860	Travel, Conf, Seminars	8,000.00	.00	8,000.00	836.47	.00	1,325.16	6,674.84	17	5,514.84



Expense Budget Performance Report

Fiscal Year to Date 04/30/23
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 171 - Management & Administration										
EXPENSE										
723920.1	Public Utilities Depot	20,000.00	.00	20,000.00	416.18	.00	12,886.42	7,113.58	64	12,395.67
723920.2	Public Utilities Greenway	35,000.00	.00	35,000.00	2,139.11	.00	17,828.16	17,171.84	51	16,815.54
723955.0	Miscellaneous General	2,500.00	.00	2,500.00	.00	.00	933.14	1,566.86	37	1,091.10
723955.11	Miscellaneous Internet Ticket Sales	.00	.00	.00	185.18	.00	1,367.48	(1,367.48)	+++	.00
723960	Education & Training	1,500.00	.00	1,500.00	4,455.00	.00	8,374.80	(6,874.80)	558	2,306.01
723961	Dues & Subscriptions	15,000.00	.00	15,000.00	110.00	.00	11,683.80	3,316.20	78	11,793.10
723963.2	Write-Offs Uncoll Property Taxes	.00	.00	.00	.00	.00	(191.15)	191.15	+++	.00
723964.2	Refunds Property Tax Prior Years	800.00	.00	800.00	30.01	.00	32.23	767.77	4	1,561.91
723969	Employee Events	10,000.00	.00	10,000.00	332.54	.00	4,693.44	5,306.56	47	7,384.74
740991.0	Principal Payment General	.00	.00	.00	.00	.00	.00	.00	+++	1,417,847.00
740995.0	Interest Payment General	.00	.00	.00	.00	.00	.00	.00	+++	52,963.38
EXPENSE TOTALS		\$731,150.00	(\$39,644.00)	\$691,506.00	\$71,241.57	\$14,100.00	\$445,246.96	\$232,159.04	66%	\$1,881,893.86
Division N - New Freedom										
EXPENSE										
710701.0	Payroll-Regular General	.00	20,686.00	20,686.00	.00	.00	7,351.59	13,334.41	36	6,339.99
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	62.80	(62.80)	+++	.00
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	.00	.00	+++	22.59
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	530.68	(530.68)	+++	569.64
711703	Payroll - Holidays	.00	.00	.00	.00	.00	192.87	(192.87)	+++	164.62
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	73.98	(73.98)	+++	.00
711712	Special Pay - One Time	.00	.00	.00	.00	.00	.00	.00	+++	13.63
711714	Safety Incentive	.00	.00	.00	.00	.00	12.21	(12.21)	+++	8.18
711716.1	Insurance Health	.00	.00	.00	.00	.00	1,031.20	(1,031.20)	+++	895.24
711716.2	Insurance Dental	.00	.00	.00	.00	.00	70.87	(70.87)	+++	65.54
711716.4	Insurance Vision	.00	.00	.00	.00	.00	22.10	(22.10)	+++	17.03
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	7.99	(7.99)	+++	9.07
711718	Retirement Contribution	.00	.00	.00	.00	.00	590.01	(590.01)	+++	336.17
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	77.14	(77.14)	+++	79.24
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	601.57	(601.57)	+++	534.68
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	96.02	(96.02)	+++	111.42
721730	Postage	.00	.00	.00	.00	.00	25.44	(25.44)	+++	19.73
721740.0	Operating Supplies General	.00	.00	.00	.00	.00	225.15	(225.15)	+++	377.52
721740.TECH	Operating Supplies Equipment IT	.00	.00	.00	.00	.00	295.95	(295.95)	+++	231.76
722801.9010	Contractual-Promotions/Printing Advertising/Promotional	.00	18,958.00	18,958.00	.00	.00	207.75	18,750.25	1	420.59
722801.9080	Contractual-Promotions/Printing Publishing-News Media	.00	.00	.00	.00	.00	95.91	(95.91)	+++	173.86
722803.9	Contractual-Human Resources Flex Benefits	.00	.00	.00	.00	.00	58.58	(58.58)	+++	63.17



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 171 - Management & Administration										
Division N - New Freedom										
EXPENSE										
722804	Contractual-Legal	.00	.00	.00	.00	.00	185.00	(185.00)	+++	62.13
722805.1	Contractual-Finance/Property Independent Audit	.00	.00	.00	.00	.00	537.48	(537.48)	+++	622.94
722805.4	Contractual-Finance/Property Financial Service Fees	.00	.00	.00	.00	.00	181.84	(181.84)	+++	235.51
722805.12	Contractual-Finance/Property Accounting & Collections	.00	.00	.00	.00	.00	2,080.43	(2,080.43)	+++	2,817.68
722808.2	Contractual-Buildings & Grounds Greenway Solid Waste Disposal	.00	.00	.00	.00	.00	26.59	(26.59)	+++	27.53
722808.3	Contractual-Buildings & Grounds Depot Solid Waste Disposal	.00	.00	.00	.00	.00	19.80	(19.80)	+++	19.63
722809.41	Contractual-Miscellaneous Services	.00	.00	.00	.00	.00	1,295.59	(1,295.59)	+++	2,538.28
723850.0	Communications Telephone	.00	.00	.00	.00	.00	133.98	(133.98)	+++	176.93
723850.CELL	Communications Cellular	.00	.00	.00	.00	.00	278.33	(278.33)	+++	292.09
723860	Travel, Conf, Seminars	.00	.00	.00	.00	.00	24.78	(24.78)	+++	316.73
723920.1	Public Utilities Depot	.00	.00	.00	.00	.00	633.19	(633.19)	+++	611.48
723920.2	Public Utilities Greenway	.00	.00	.00	.00	.00	797.23	(797.23)	+++	828.79
723955.0	Miscellaneous General	.00	.00	.00	.00	.00	47.19	(47.19)	+++	62.90
723955.11	Miscellaneous Internet Ticket Sales	.00	.00	.00	.00	.00	59.77	(59.77)	+++	.00
723960	Education & Training	.00	.00	.00	.00	.00	195.20	(195.20)	+++	115.99
723961	Dues & Subscriptions	.00	.00	.00	.00	.00	577.50	(577.50)	+++	691.00
723963.2	Write-Offs Uncoll Property Taxes	.00	.00	.00	.00	.00	191.15	(191.15)	+++	.00
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	.11	(.11)	+++	36.14
723969	Employee Events	.00	.00	.00	.00	.00	16.95	(16.95)	+++	415.12
740995.0	Interest Payment General	.00	.00	.00	.00	.00	.00	.00	+++	3,159.73
EXPENSE TOTALS		\$0.00	\$39,644.00	\$39,644.00	\$0.00	\$0.00	\$18,911.92	\$20,732.08	48%	\$23,484.27
Division N - New Freedom Totals										
		\$0.00	(\$39,644.00)	(\$39,644.00)	\$0.00	\$0.00	(\$18,911.92)	(\$20,732.08)	48%	(\$23,484.27)
Department 171 - Management & Administration Totals										
		(\$731,150.00)	\$0.00	(\$731,150.00)	(\$71,241.57)	(\$14,100.00)	(\$464,158.88)	(\$252,891.12)	65%	(\$1,905,378.13)
Department 266 - Customer Service & Marketing										
EXPENSE										
710701.0	Payroll-Regular General	340,000.00	(28,642.00)	311,358.00	24,239.33	.00	165,322.77	146,035.23	53	146,658.06
710707.0	Payroll-Temporary Help General	14,000.00	.00	14,000.00	2,578.68	.00	7,502.74	6,497.26	54	7,296.86
710709.0	Payroll - Overtime General	200.00	.00	200.00	.00	.00	241.80	(41.80)	121	189.94
711702	Payroll - Paid Time Off	14,200.00	.00	14,200.00	854.68	.00	6,979.36	7,220.64	49	6,624.53
711703	Payroll - Holidays	7,000.00	.00	7,000.00	.00	.00	3,794.76	3,205.24	54	3,255.13
711705	Payroll - Bereavement	100.00	.00	100.00	68.88	.00	355.15	(255.15)	355	381.95
711712	Special Pay - One Time	100.00	.00	100.00	.00	.00	190.51	(90.51)	191	94.55
711714	Safety Incentive	1,500.00	.00	1,500.00	325.00	.00	705.47	794.53	47	730.92
711715	Shift Premium	.00	.00	.00	105.60	.00	105.60	(105.60)	+++	.00



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Fund 103 - General Fund										
Department 266 - Customer Service & Marketing										
EXPENSE										
711716.1	Insurance Health	90,000.00	.00	90,000.00	6,397.40	.00	41,938.73	48,061.27	47	35,500.36
711716.2	Insurance Dental	5,000.00	.00	5,000.00	396.13	.00	2,822.33	2,177.67	56	2,316.09
711716.4	Insurance Vision	1,200.00	.00	1,200.00	121.06	.00	854.95	345.05	71	710.78
711717	Insurance - Life & AD&D	800.00	.00	800.00	72.27	.00	479.20	320.80	60	419.15
711718	Retirement Contribution	19,300.00	.00	19,300.00	2,042.31	.00	13,222.26	6,077.74	69	8,342.23
711720	Insurance - Income Protection	4,500.00	.00	4,500.00	427.83	.00	2,826.23	1,673.77	63	2,528.11
712715	Employer FICA/Medicare Contribution	23,185.00	.00	23,185.00	2,058.69	.00	13,520.18	9,664.82	58	12,134.15
712724	Workers Comp Insurance	7,000.00	.00	7,000.00	489.52	.00	3,574.84	3,425.16	51	3,892.39
EXPENSE TOTALS		\$528,085.00	(\$28,642.00)	\$499,443.00	\$40,177.38	\$0.00	\$264,436.88	\$235,006.12	53%	\$231,075.20
Division M - Mobility Grant										
EXPENSE										
710701.0	Payroll-Regular General	.00	70,000.00	70,000.00	6,216.79	.00	12,873.82	57,126.18	18	5,731.95
711702	Payroll - Paid Time Off	.00	.00	.00	89.15	.00	89.15	(89.15)	+++	.00
711714	Safety Incentive	.00	.00	.00	25.00	.00	25.00	(25.00)	+++	.00
711716.1	Insurance Health	.00	.00	.00	229.24	.00	989.21	(989.21)	+++	656.68
711716.2	Insurance Dental	.00	.00	.00	15.03	.00	64.55	(64.55)	+++	44.90
711716.4	Insurance Vision	.00	.00	.00	4.42	.00	19.59	(19.59)	+++	15.55
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	8.60	(8.60)	+++	10.65
711718	Retirement Contribution	.00	.00	.00	81.51	.00	678.02	(678.02)	+++	228.34
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	70.96	(70.96)	+++	69.11
712715	Employer FICA/Medicare Contribution	.00	.00	.00	479.45	.00	1,003.45	(1,003.45)	+++	490.27
EXPENSE TOTALS		\$0.00	\$70,000.00	\$70,000.00	\$7,140.59	\$0.00	\$15,822.35	\$54,177.65	23%	\$7,247.45
Division M - Mobility Grant Totals		\$0.00	(\$70,000.00)	(\$70,000.00)	(\$7,140.59)	\$0.00	(\$15,822.35)	(\$54,177.65)	23%	(\$7,247.45)
Division N - New Freedom										
EXPENSE										
710701.0	Payroll-Regular General	.00	28,642.00	28,642.00	.00	.00	7,142.07	21,499.93	25	7,285.04
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	263.46	(263.46)	+++	379.49
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	1.38	(1.38)	+++	9.50
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	309.93	(309.93)	+++	374.11
711703	Payroll - Holidays	.00	.00	.00	.00	.00	192.84	(192.84)	+++	189.83
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	14.69	(14.69)	+++	4.31
711712	Special Pay - One Time	.00	.00	.00	.00	.00	9.49	(9.49)	+++	5.45
711714	Safety Incentive	.00	.00	.00	.00	.00	19.53	(19.53)	+++	19.08
711716.1	Insurance Health	.00	.00	.00	.00	.00	1,798.23	(1,798.23)	+++	1,779.68
711716.2	Insurance Dental	.00	.00	.00	.00	.00	122.79	(122.79)	+++	116.58
711716.4	Insurance Vision	.00	.00	.00	.00	.00	37.15	(37.15)	+++	35.71
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	20.57	(20.57)	+++	20.81



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Fund 103 - General Fund										
Department 266 - Customer Service & Marketing										
Division N - New Freedom										
EXPENSE										
711718	Retirement Contribution	.00	.00	.00	.00	.00	565.34	(565.34)	+++	375.98
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	121.25	(121.25)	+++	125.17
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	580.52	(580.52)	+++	607.14
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	156.92	(156.92)	+++	192.53
EXPENSE TOTALS		\$0.00	\$28,642.00	\$28,642.00	\$0.00	\$0.00	\$11,356.16	\$17,285.84	40%	\$11,520.41
Division N - New Freedom Totals		\$0.00	(\$28,642.00)	(\$28,642.00)	\$0.00	\$0.00	(\$11,356.16)	(\$17,285.84)	40%	(\$11,520.41)
Department 266 - Customer Service & Marketing Totals		(\$528,085.00)	(\$70,000.00)	(\$598,085.00)	(\$47,317.97)	\$0.00	(\$291,615.39)	(\$306,469.61)	49%	(\$249,843.06)
Department 537 - Routine Transit Operations										
EXPENSE										
710701.1	Payroll-Regular Drivers	990,000.00	(149,433.00)	840,567.00	84,827.86	.00	585,611.70	254,955.30	70	538,439.02
710701.2	Payroll-Regular Other Operations	375,000.00	.00	375,000.00	29,907.63	.00	186,282.26	188,717.74	50	193,996.01
710701.3	Payroll-Regular Dispatch	110,000.00	.00	110,000.00	9,257.70	.00	51,518.69	58,481.31	47	57,078.36
710707.1	Payroll-Temporary Help Drivers	95,000.00	.00	95,000.00	10,717.50	.00	57,640.00	37,360.00	61	51,723.43
710707.2	Payroll-Temporary Help Other Operations	35,000.00	.00	35,000.00	4,880.78	.00	30,725.47	4,274.53	88	16,958.86
710709.1	Payroll - Overtime Drivers	64,400.00	.00	64,400.00	10,393.96	.00	43,254.94	21,145.06	67	31,855.60
710709.2	Payroll - Overtime Other Operations	30,000.00	.00	30,000.00	4,088.68	.00	18,040.54	11,959.46	60	16,633.37
710709.3	Payroll - Overtime Dispatch	13,050.00	.00	13,050.00	273.65	.00	1,894.02	11,155.98	15	6,390.06
711702	Payroll - Paid Time Off	183,350.00	.00	183,350.00	8,174.26	.00	55,830.96	127,519.04	30	40,463.91
711703	Payroll - Holidays	40,000.00	.00	40,000.00	.00	.00	17,889.88	22,110.12	45	18,756.47
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	190.74	(190.74)	+++	551.08
711712	Special Pay - One Time	850.00	.00	850.00	.00	.00	2,751.95	(1,901.95)	324	1,002.59
711714	Safety Incentive	10,000.00	.00	10,000.00	2,100.00	.00	4,097.47	5,902.53	41	4,132.81
711715	Shift Premium	.00	.00	.00	1,860.60	.00	1,860.60	(1,860.60)	+++	.00
711716.1	Insurance Health	427,416.00	.00	427,416.00	27,201.93	.00	206,764.11	220,651.89	48	209,868.61
711716.2	Insurance Dental	28,312.00	.00	28,312.00	2,014.46	.00	14,805.41	13,506.59	52	15,572.92
711716.4	Insurance Vision	7,937.00	.00	7,937.00	529.63	.00	4,409.15	3,527.85	56	4,643.17
711717	Insurance - Life & AD&D	3,500.00	.00	3,500.00	276.79	.00	1,910.57	1,589.43	55	1,997.50
711718	Retirement Contribution	110,000.00	.00	110,000.00	12,169.47	.00	68,628.61	41,371.39	62	47,291.92
711720	Insurance - Income Protection	37,532.00	.00	37,532.00	2,126.79	.00	15,727.45	21,804.55	42	19,323.64
711725	Compensated Absences Adjustment	24,611.00	.00	24,611.00	.00	.00	.00	24,611.00	0	.00
712715	Employer FICA/Medicare Contribution	129,437.00	.00	129,437.00	12,236.06	.00	74,936.93	54,500.07	58	68,960.90
712723	Unemployment Comp Insurance	5,000.00	.00	5,000.00	.00	.00	3,097.45	1,902.55	62	.00
712724	Workers Comp Insurance	35,000.00	.00	35,000.00	3,058.66	.00	21,393.08	13,606.92	61	19,461.94
721742	Anti-Freeze & Oil	1,200.00	.00	1,200.00	.00	.00	1,820.07	(620.07)	152	987.70
721744.UNIF	Clothing Uniforms	21,000.00	.00	21,000.00	249.05	.00	2,282.89	18,717.11	11	10,902.01
721748.0	Gasoline General	350,000.00	(32,226.00)	317,774.00	8,409.11	.00	134,778.07	182,995.93	42	171,896.55



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Fund 103 - General Fund										
Department 537 - Routine Transit Operations										
EXPENSE										
721939.3	Vehicle Maintenance Tires	20,000.00	.00	20,000.00	.00	35,240.00	12,705.02	(27,945.02)	240	8,090.39
722803.6	Contractual-Human Resources Drug/Alcohol Testing	10,000.00	.00	10,000.00	1,699.50	.00	5,358.54	4,641.46	54	3,924.45
723860	Travel, Conf, Seminars	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	.00
723910.0	Commercial Insurance Premiums General	175,000.00	.00	175,000.00	29,303.00	.00	157,126.97	17,873.03	90	288,436.98
723910.1	Commercial Insurance Premiums Depot	10,000.00	.00	10,000.00	.00	.00	917.70	9,082.30	9	226.40
723964.3	Refunds Operating Assistance PY	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
EXPENSE TOTALS		\$3,349,695.00	(\$181,659.00)	\$3,168,036.00	\$265,757.07	\$35,240.00	\$1,784,251.24	\$1,348,544.76	57%	\$1,849,566.65
Division N - New Freedom										
EXPENSE										
710701.1	Payroll-Regular Drivers	.00	149,433.00	149,433.00	5,642.52	.00	34,239.72	115,193.28	23	56,515.12
710701.2	Payroll-Regular Other Operations	.00	.00	.00	.00	.00	7,921.68	(7,921.68)	+++	9,586.91
710701.3	Payroll-Regular Dispatch	.00	.00	.00	.00	.00	2,142.26	(2,142.26)	+++	3,020.07
710707.1	Payroll-Temporary Help Drivers	.00	.00	.00	.00	.00	.00	.00	+++	643.25
710707.2	Payroll-Temporary Help Other Operations	.00	.00	.00	.00	.00	1,309.95	(1,309.95)	+++	809.83
710709.1	Payroll - Overtime Drivers	.00	.00	.00	237.97	.00	1,059.58	(1,059.58)	+++	2,153.49
710709.2	Payroll - Overtime Other Operations	.00	.00	.00	.00	.00	709.22	(709.22)	+++	851.59
710709.3	Payroll - Overtime Dispatch	.00	.00	.00	.00	.00	82.10	(82.10)	+++	304.77
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	4,540.92	(4,540.92)	+++	3,185.81
711703	Payroll - Holidays	.00	.00	.00	.00	.00	1,786.02	(1,786.02)	+++	1,269.38
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	9.50	(9.50)	+++	3.58
711712	Special Pay - One Time	.00	.00	.00	.00	.00	140.09	(140.09)	+++	47.41
711714	Safety Incentive	.00	.00	.00	.00	.00	102.53	(102.53)	+++	117.19
711715	Shift Premium	.00	.00	.00	91.20	.00	91.20	(91.20)	+++	.00
711716.1	Insurance Health	.00	.00	.00	.00	.00	9,090.74	(9,090.74)	+++	10,544.12
711716.2	Insurance Dental	.00	.00	.00	.00	.00	647.49	(647.49)	+++	787.04
711716.4	Insurance Vision	.00	.00	.00	.00	.00	196.40	(196.40)	+++	233.92
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	82.59	(82.59)	+++	98.59
711718	Retirement Contribution	.00	.00	.00	.00	.00	2,857.56	(2,857.56)	+++	2,106.38
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	687.89	(687.89)	+++	951.72
712715	Employer FICA/Medicare Contribution	.00	.00	.00	449.54	.00	5,951.58	(5,951.58)	+++	7,763.22
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	932.08	(932.08)	+++	962.66
721742	Anti-Freeze & Oil	.00	.00	.00	.00	.00	92.00	(92.00)	+++	23.26
721744.UNIF	Clothing Uniforms	.00	.00	.00	.00	.00	102.42	(102.42)	+++	602.73
721748.0	Gasoline General	.00	32,226.00	32,226.00	.00	.00	6,199.19	26,026.81	19	5,068.17
721939.3	Vehicle Maintenance Tires	.00	.00	.00	.00	.00	644.17	(644.17)	+++	478.94
722803.6	Contractual-Human Resources Drug/Alcohol Testing	.00	.00	.00	.00	.00	184.96	(184.96)	+++	203.80



Expense Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 537 - Routine Transit Operations										
Division N - New Freedom										
EXPENSE										
723910.0	Commercial Insurance Premiums General	.00	.00	.00	.00	.00	6,411.03	(6,411.03)	+++	2,277.33
723910.1	Commercial Insurance Premiums Depot	.00	.00	.00	.00	.00	45.69	(45.69)	+++	13.51
EXPENSE TOTALS		\$0.00	\$181,659.00	\$181,659.00	\$6,421.23	\$0.00	\$88,260.56	\$93,398.44	49%	\$110,623.79
Division N - New Freedom Totals		\$0.00	(\$181,659.00)	(\$181,659.00)	(\$6,421.23)	\$0.00	(\$88,260.56)	(\$93,398.44)	49%	(\$110,623.79)
Department 537 - Routine Transit Operations Totals		(\$3,349,695.00)	\$0.00	(\$3,349,695.00)	(\$272,178.30)	(\$35,240.00)	(\$1,872,511.80)	(\$1,441,943.20)	57%	(\$1,960,190.44)
Department 591 - Transit Maintenance										
EXPENSE										
710701.0	Payroll-Regular General	100,000.00	(12,150.00)	87,850.00	11,200.64	.00	62,699.13	25,150.87	71	51,719.19
710707.0	Payroll-Temporary Help General	32,500.00	.00	32,500.00	3,861.28	.00	23,347.58	9,152.42	72	15,936.45
710709.0	Payroll - Overtime General	18,500.00	.00	18,500.00	700.83	.00	7,461.95	11,038.05	40	11,768.62
711702	Payroll - Paid Time Off	8,000.00	.00	8,000.00	1,154.81	.00	4,593.13	3,406.87	57	2,352.05
711703	Payroll - Holidays	2,000.00	.00	2,000.00	.00	.00	1,563.48	436.52	78	1,034.09
711705	Payroll - Bereavement	173.00	.00	173.00	.00	.00	952.32	(779.32)	550	162.47
711712	Special Pay - One Time	.00	.00	.00	.00	.00	285.35	(285.35)	+++	.00
711714	Safety Incentive	600.00	.00	600.00	250.00	.00	440.24	159.76	73	341.82
711715	Shift Premium	.00	.00	.00	430.20	.00	430.20	(430.20)	+++	.00
711716.1	Insurance Health	30,000.00	.00	30,000.00	2,914.70	.00	16,886.63	13,113.37	56	16,798.28
711716.2	Insurance Dental	3,500.00	.00	3,500.00	211.29	.00	1,233.61	2,266.39	35	1,248.71
711716.4	Insurance Vision	1,200.00	.00	1,200.00	62.21	.00	361.60	838.40	30	357.63
711717	Insurance - Life & AD&D	300.00	.00	300.00	24.09	.00	154.02	145.98	51	104.81
711718	Retirement Contribution	8,000.00	.00	8,000.00	1,080.25	.00	5,695.70	2,304.30	71	3,385.03
711720	Insurance - Income Protection	1,800.00	.00	1,800.00	160.12	.00	1,036.85	763.15	58	738.25
712715	Employer FICA/Medicare Contribution	13,380.00	.00	13,380.00	1,304.36	.00	7,545.10	5,834.90	56	6,125.84
712724	Workers Comp Insurance	4,000.00	.00	4,000.00	306.01	.00	2,194.12	1,805.88	55	2,224.51
721740.8	Operating Supplies Cleaning Materials	15,000.00	.00	15,000.00	2,216.76	.00	9,441.66	5,558.34	63	9,212.05
721740.18	Operating Supplies Repair Parts	.00	.00	.00	.00	.00	.00	.00	+++	533.00
721931.1	Building & Grounds Maintenance Depot	25,000.00	.00	25,000.00	26,074.43	1,237.50	32,425.18	(8,662.68)	135	15,465.97
721931.2	Building & Grounds Maintenance Greenway	25,000.00	.00	25,000.00	1,308.00	.00	13,613.52	11,386.48	54	13,719.04
721932.1	Mechanical Maintenance Depot	500.00	.00	500.00	800.00	.00	800.00	(300.00)	160	.00
721933.1	Equipment Maintenance Radio Maintenance	500.00	.00	500.00	58.32	.00	58.32	441.68	12	130.64
721933.2	Equipment Maintenance Office Equipment	4,000.00	.00	4,000.00	1,443.20	.00	4,678.06	(678.06)	117	4,244.33
721939.1	Vehicle Maintenance Mechanical	300,000.00	(22,905.00)	277,095.00	45,563.45	.00	218,388.25	58,706.75	79	198,854.94
721939.4	Vehicle Maintenance Bodywork	3,000.00	.00	3,000.00	.00	.00	50.30	2,949.70	2	.00
721939.6	Vehicle Maintenance Graphics	3,000.00	.00	3,000.00	1,656.00	.00	3,672.50	(672.50)	122	956.84
722808.1	Contractual-Buildings & Grounds Depot Janitorial	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	308.23



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 591 - Transit Maintenance										
EXPENSE										
722808.4	Contractual-Buildings & Grounds Depot Lawn Care	10,000.00	.00	10,000.00	420.00	.00	787.69	9,212.31	8	4,165.91
722808.5	Contractual-Buildings & Grounds Depot Snow Removal	33,127.00	.00	33,127.00	.00	.00	33,235.44	(108.44)	100	38,378.43
EXPENSE TOTALS		\$646,080.00	(\$35,055.00)	\$611,025.00	\$103,200.95	\$1,237.50	\$454,031.93	\$155,755.57	75%	\$400,267.13
Division N - New Freedom										
EXPENSE										
710701.0	Payroll-Regular General	.00	12,150.00	12,150.00	.00	.00	2,609.60	9,540.40	21	2,624.76
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	988.48	(988.48)	+++	768.59
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	341.47	(341.47)	+++	575.27
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	174.40	(174.40)	+++	114.24
711703	Payroll - Holidays	.00	.00	.00	.00	.00	79.50	(79.50)	+++	60.31
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	48.88	(48.88)	+++	9.69
711712	Special Pay - One Time	.00	.00	.00	.00	.00	14.65	(14.65)	+++	.00
711714	Safety Incentive	.00	.00	.00	.00	.00	9.76	(9.76)	+++	8.18
711716.1	Insurance Health	.00	.00	.00	.00	.00	707.14	(707.14)	+++	851.50
711716.2	Insurance Dental	.00	.00	.00	.00	.00	51.75	(51.75)	+++	63.71
711716.4	Insurance Vision	.00	.00	.00	.00	.00	15.16	(15.16)	+++	18.20
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	6.58	(6.58)	+++	5.21
711718	Retirement Contribution	.00	.00	.00	.00	.00	233.67	(233.67)	+++	152.75
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	44.35	(44.35)	+++	36.17
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	316.34	(316.34)	+++	305.76
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	96.02	(96.02)	+++	110.03
721740.8	Operating Supplies Cleaning Materials	.00	.00	.00	.00	.00	365.77	(365.77)	+++	465.86
721931.1	Building & Grounds Maintenance Depot	.00	.00	.00	.00	.00	320.13	(320.13)	+++	842.63
721931.2	Building & Grounds Maintenance Greenway	.00	.00	.00	.00	.00	619.58	(619.58)	+++	750.56
721933.1	Equipment Maintenance Radio Maintenance	.00	.00	.00	.00	.00	.00	.00	+++	7.66
721933.2	Equipment Maintenance Office Equipment	.00	.00	.00	.00	.00	162.78	(162.78)	+++	240.16
721939.1	Vehicle Maintenance Mechanical	.00	22,905.00	22,905.00	.00	.00	8,779.26	14,125.74	38	9,672.25
721939.4	Vehicle Maintenance Bodywork	.00	.00	.00	.00	.00	2.50	(2.50)	+++	.00
721939.6	Vehicle Maintenance Graphics	.00	.00	.00	.00	.00	103.50	(103.50)	+++	55.16
722808.1	Contractual-Buildings & Grounds Depot Janitorial	.00	.00	.00	.00	.00	.00	.00	+++	17.77
722808.4	Contractual-Buildings & Grounds Depot Lawn Care	.00	.00	.00	.00	.00	18.31	(18.31)	+++	234.31
722808.5	Contractual-Buildings & Grounds Depot Snow Removal	.00	.00	.00	.00	.00	1,684.26	(1,684.26)	+++	2,105.62
EXPENSE TOTALS		\$0.00	\$35,055.00	\$35,055.00	\$0.00	\$0.00	\$17,793.84	\$17,261.16	51%	\$20,096.35
Division N - New Freedom Totals		\$0.00	(\$35,055.00)	(\$35,055.00)	\$0.00	\$0.00	(\$17,793.84)	(\$17,261.16)	51%	(\$20,096.35)
Department 591 - Transit Maintenance Totals		(\$646,080.00)	\$0.00	(\$646,080.00)	(\$103,200.95)	(\$1,237.50)	(\$471,825.77)	(\$173,016.73)	73%	(\$420,363.48)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department CAP - Capital Outlay										
EXPENSE										
730975	Buildings & Structures	.00	.00	.00	.00	.00	263,673.75	(263,673.75)	+++	.00
730975.10	Buildings & Structures Grant MI-2021-010	.00	398,919.00	398,919.00	5,279.91	.00	5,279.91	393,639.09	1	79,782.96
730975.26	Buildings & Structures Grant MI-2018-026	.00	.00	.00	.00	.00	.00	.00	+++	77,038.29
730975.39	Buildings & Structures Grant MI-2020-039	.00	537,733.00	537,733.00	.00	.00	.00	537,733.00	0	(380.00)
730977	Machinery & Equipment	.00	.00	.00	.00	3,330.00	16,869.85	(20,199.85)	+++	13,288.00
730977.10	Machinery & Equipment Grant MI-2021-010	.00	295,782.00	295,782.00	11,101.80	1,269.92	26,438.86	268,073.22	9	14,265.07
730977.26	Machinery & Equipment Grant MI-2018-026	.00	.00	.00	.00	.00	.00	.00	+++	6,378.16
730977.33	Machinery & Equipment Grant MI-2019-033	.00	17,091.00	17,091.00	4,312.36	6,278.27	5,764.34	5,048.39	70	1,016.24
730977.39	Machinery & Equipment Grant MI-2020-039	.00	65,716.00	65,716.00	2,588.29	.00	2,588.29	63,127.71	4	9,180.04
730981	Vehicle	.00	.00	.00	.00	.00	.00	.00	+++	15,768.80
730981.10	Vehicle Grant MI-2021-010	.00	2,973,581.00	2,973,581.00	.00	870,205.75	579,405.70	1,523,969.55	49	.00
730981.21	Vehicle Grant MI-2017-021	.00	.00	.00	.00	.00	.00	.00	+++	4,746.00
730981.26	Vehicle Grant MI-2018-026	.00	.00	.00	.00	.00	.00	.00	+++	74,999.20
730981.39	Vehicle Grant MI-2020-039	.00	320,000.00	320,000.00	.00	.00	.00	320,000.00	0	.00
EXPENSE TOTALS		\$0.00	\$4,608,822.00	\$4,608,822.00	\$23,282.36	\$881,083.94	\$900,020.70	\$2,827,717.36	39%	\$296,082.76
Department CAP - Capital Outlay Totals		\$0.00	(\$4,608,822.00)	(\$4,608,822.00)	(\$23,282.36)	(\$881,083.94)	(\$900,020.70)	(\$2,827,717.36)	39%	(\$296,082.76)
Fund 103 - General Fund Totals		\$5,255,010.00	\$4,678,822.00	\$9,933,832.00	\$517,221.15	\$931,661.44	\$4,000,132.54	\$5,002,038.02		\$4,831,857.87
Grand Totals		\$5,255,010.00	\$4,678,822.00	\$9,933,832.00	\$517,221.15	\$931,661.44	\$4,000,132.54	\$5,002,038.02		\$4,831,857.87



Revenue Budget Performance Report

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 000 - General Revenues										
REVENUE										
480665	Investment Income	9,223.00	.00	9,223.00	6,317.59	.00	24,202.99	(14,979.99)	262	1,295.49
490675.0	Private Donations General	.00	.00	.00	.00	.00	418,331.22	(418,331.22)	+++	.00
490692.0	Miscellaneous General	1,000.00	.00	1,000.00	.00	.00	(11.85)	1,011.85	-1	46.15
REVENUE TOTALS		\$10,223.00	\$0.00	\$10,223.00	\$6,317.59	\$0.00	\$442,522.36	(\$432,299.36)	4329%	\$1,341.64
Department 000 - General Revenues Totals		\$10,223.00	\$0.00	\$10,223.00	\$6,317.59	\$0.00	\$442,522.36	(\$432,299.36)	4329%	\$1,341.64
Department 537 - Routine Transit Operations										
Division 4 - General										
REVENUE										
400402	Property Tax	1,164,711.00	.00	1,164,711.00	.00	.00	(37,518.26)	1,202,229.26	-3	25,041.42
400423	Service Charge in Lieu of Taxes	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.00
400437.0	Property Taxes IFT IFT Levy - General	25,000.00	.00	25,000.00	.00	.00	1,671.39	23,328.61	7	.00
400445	Interest & Penalties (Taxes)	1,500.00	.00	1,500.00	562.92	.00	1,333.71	166.29	89	1,746.02
440573	State-Reim Local PPT Tax Loss	88,878.00	.00	88,878.00	.00	.00	.00	88,878.00	0	.00
460644.1	Concessions & Commissions Bus Signage-Advertising Commiss	20,000.00	.00	20,000.00	.00	.00	6,440.50	13,559.50	32	4,460.50
460651.1B	Use & Admissions Fees Fares-Bus Fleet Rental	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0	.00
460651.1D	Use & Admissions Fees Fares-Demand/Response	25,000.00	.00	25,000.00	4,420.25	.00	24,790.75	209.25	99	.00
460651.1F	Use & Admissions Fees Fares-Fixed Route	25,000.00	.00	25,000.00	4,703.00	.00	34,333.45	(9,333.45)	137	.00
460651.1R	Use & Admissions Fees Fares-Adult Monthly	25,000.00	.00	25,000.00	2,490.00	.00	19,871.50	5,128.50	79	.00
460651.1S	Use & Admissions Fees Fares-Daily Pass	5,000.00	.00	5,000.00	499.10	.00	1,432.90	3,567.10	29	.00
460651.1T	Use & Admissions Fees Fares-Tickets	16,000.00	.00	16,000.00	.00	.00	650.00	15,350.00	4	.00
460651.1X	Use & Admissions Fees Fares-Student Pass	2,000.00	.00	2,000.00	34.50	.00	1,656.00	344.00	83	.00
460651.1DW	Use & Admissions Fees Fares-Reduced Demand/Response	2,000.00	.00	2,000.00	100.00	.00	760.00	1,240.00	38	.00
460651.1FD	Use & Admissions Fees Fares-Reduced Monthly (Fixed/DR)	15,000.00	.00	15,000.00	2,280.00	.00	21,094.50	(6,094.50)	141	.00
460651.1FR	Use & Admissions Fees Fares-Reduced Fixed Route	5,000.00	.00	5,000.00	584.50	.00	1,971.50	3,028.50	39	.00
460651.1WP	Use & Admissions Fees Fares-Adult Weekly	3,000.00	.00	3,000.00	45.00	.00	560.00	2,440.00	19	.00
480669.C	Rental Bus / Motor Coach	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
480669.D	Rental Amtrak	20,000.00	.00	20,000.00	.00	.00	3,946.05	16,053.95	20	9,111.23
490683.1	Reimbursements Michigan Transit Pool	28,000.00	.00	28,000.00	.00	.00	154,987.51	(126,987.51)	554	.00
490685.1	Recoveries Insurance	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0	.00
490692.0	Miscellaneous General	100.00	.00	100.00	3.00	.00	25.40	74.60	25	.00
490692.E	Miscellaneous Lost Eligible Pass	200.00	.00	200.00	10.00	.00	45.00	155.00	22	.00
490694	Cash Short/Over	.00	.00	.00	(195.76)	.00	231.76	(231.76)	+++	.00
570674	Sale of Fixed Assets	15,000.00	.00	15,000.00	.00	.00	6,479.00	8,521.00	43	18,513.00
REVENUE TOTALS		\$1,503,689.00	\$0.00	\$1,503,689.00	\$15,536.51	\$0.00	\$244,762.66	\$1,258,926.34	16%	\$58,872.17
Division 4 - General Totals		\$1,503,689.00	\$0.00	\$1,503,689.00	\$15,536.51	\$0.00	\$244,762.66	\$1,258,926.34	16%	\$58,872.17



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 537 - Routine Transit Operations										
Division 5 - Grants										
REVENUE										
540536.1	Federal Operating (Current Year)	1,250,000.00	.00	1,250,000.00	.00	.00	.00	1,250,000.00	0	.00
540536.3	Federal CARES Act	.00	.00	.00	.00	.00	.00	.00	+++	600,000.00
540536.4	Federal Mobility Management	.00	56,000.00	56,000.00	.00	.00	2,331.00	53,669.00	4	2,654.00
540536.6	Federal New Freedom	.00	142,500.00	142,500.00	.00	.00	29,582.50	112,917.50	21	63,637.00
540536.8	Federal Capital Outlay	.00	3,871,517.00	3,871,517.00	.00	.00	4,149.00	3,867,368.00	0	208,458.00
540536.3A	Federal ARPA	452,778.00	.00	452,778.00	.00	.00	.00	452,778.00	0	.00
550570.1	State Operating (Current Year)	1,648,598.00	.00	1,648,598.00	135,811.00	.00	950,677.00	697,921.00	58	946,764.00
550570.4	State Mobility Management	.00	14,000.00	14,000.00	.00	.00	582.29	13,417.71	4	663.92
550570.8	State Capital Outlay	.00	737,305.00	737,305.00	.00	.00	.00	737,305.00	0	32,252.90
REVENUE TOTALS		\$3,351,376.00	\$4,821,322.00	\$8,172,698.00	\$135,811.00	\$0.00	\$987,321.79	\$7,185,376.21	12%	\$1,854,429.82
Division 5 - Grants Totals		\$3,351,376.00	\$4,821,322.00	\$8,172,698.00	\$135,811.00	\$0.00	\$987,321.79	\$7,185,376.21	12%	\$1,854,429.82
Division 6 - Operating Assistance										
REVENUE										
460627.1	Charges for Services Rendered Zeeland City	62,862.00	.00	62,862.00	.00	.00	29,605.49	33,256.51	47	30,515.99
460627.2	Charges for Services Rendered Park Township	137,190.00	.00	137,190.00	.00	.00	67,086.50	70,103.50	49	64,474.00
460627.9	Charges for Services Rendered Zeeland Twp	8,034.00	.00	8,034.00	.00	.00	1,414.03	6,619.97	18	1,497.60
460627.IN	Charges for Services Rendered MAX Share-Sale Mtr Coach Tickets	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
460627.INPS	Charges for Services Rendered Pass-Thru Sale Mtr Coach Tickets	29,136.00	.00	29,136.00	.00	.00	.00	29,136.00	0	.00
REVENUE TOTALS		\$247,222.00	\$0.00	\$247,222.00	\$0.00	\$0.00	\$98,106.02	\$149,115.98	40%	\$96,487.59
Division 6 - Operating Assistance Totals		\$247,222.00	\$0.00	\$247,222.00	\$0.00	\$0.00	\$98,106.02	\$149,115.98	40%	\$96,487.59
Division N - New Freedom										
REVENUE										
400402	Property Tax	142,500.00	.00	142,500.00	.00	.00	61,300.00	81,200.00	43	.00
460651.1D	Use & Admissions Fees Fares-Demand/Response	.00	.00	.00	.00	.00	7,093.00	(7,093.00)	+++	.00
REVENUE TOTALS		\$142,500.00	\$0.00	\$142,500.00	\$0.00	\$0.00	\$68,393.00	\$74,107.00	48%	\$0.00
Division N - New Freedom Totals		\$142,500.00	\$0.00	\$142,500.00	\$0.00	\$0.00	\$68,393.00	\$74,107.00	48%	\$0.00
Department 537 - Routine Transit Operations Totals		\$5,244,787.00	\$4,821,322.00	\$10,066,109.00	\$151,347.51	\$0.00	\$1,398,583.47	\$8,667,525.53	14%	\$2,009,789.58
Fund 103 - General Fund Totals		\$5,255,010.00	\$4,821,322.00	\$10,076,332.00	\$157,665.10	\$0.00	\$1,841,105.83	\$8,235,226.17		\$2,011,131.22
Grand Totals		\$5,255,010.00	\$4,821,322.00	\$10,076,332.00	\$157,665.10	\$0.00	\$1,841,105.83	\$8,235,226.17		\$2,011,131.22

Invoice Process Status Paid
Journal Type Journal Entry
Organization (Multiple Items)
Account Code And Description (Multiple Items)
Detail Account Code (Multiple Items)
Entered Date.Fiscal (Multiple Items)



AP Check dt 4/6/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-711716.1	ISOLVED BENEFIT SERVICES	2023-00000124	COBRA PAYMENT FOR 4/1/23-4/30/23	1,740.90
103-171-722801.9010	SENIOR MARKETING GROUP-THE LAKESHORE AREA	2023-00000125	MAX - SENIOR COMMUNITY DAY EVENT BOOTH	250.00
750-210231.K	AFLAC	2023-00000123	MARCH 2023 INSURANCE PREMIUM	1,211.40
Grand Total				3,202.30

Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 4/13/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-711716.1	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000134	4/23-6/23	323.08
103-171-712724	ACCIDENT FUND	1000407094	MAX	306.01
103-171-721740.0	ACTION INDUSTRIAL SUPPLY COMPANY	4245911	MAX - EYEWASH	45.15
	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	743.88
103-171-721740.TECH	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	41.90
103-171-722801.9010	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	2.00
	MIDWEST COMMUNICATIONS, INC	591502-1	MAX - MARCH ADS	299.88
103-171-722801.9080	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	527.76
	ZEELAND RECORD	1037488	MAX MARCH 2023 HIRING ADS	110.00
103-171-722803.9	KUSHNER & COMPANY INC	85318	MAX - MARCH SERVICES	192.00
103-171-722808.2	REPUBLIC SERIVCES #240	0240-009170757	MAX MARCH REFUSE	105.80
103-171-722808.3	REPUBLIC SERIVCES #240	0240-009170757	MAX MARCH REFUSE	53.86
103-171-723850.0	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	676.50
103-171-723860	CADILLAC WEXFORD TRANSIT AUTHORITY	2023-00000133	MAX - MEETING ROOM, FOOD, RFP MEETING 3/21/23	56.02
	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	141.06
103-171-723920.1	HOLLAND BOARD OF PUBLIC WORKS	2023-00000130	MAX	11.00
		2023-00000131	MAX UTILITIES	1,531.01
103-171-723920.2	HOLLAND BOARD OF PUBLIC WORKS	2023-00000131	MAX UTILITIES	290.00
		2023-00000132	MAX	40.00
103-171-723960	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	35.00
103-171-723969	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	29.65
103-266-712724	ACCIDENT FUND	1000407094	MAX	489.52
103-537-712724	ACCIDENT FUND	1000407094	MAX	3,058.66
103-537-721744.UNIF	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	581.21
103-537-722803.6	BRITT CHIROPRACTIC	158	MAX - AGILITY TEST	125.00
103-591-712724	ACCIDENT FUND	1000407094	MAX	306.01
103-591-721740.8	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	308.93
103-591-721931.1	MACATAWA PLUMBING, INC	44756	MAX- MEN'S BATHROOM REPAIRS	215.53
	NEW DAWN LINEN SERVICE, LLC	21293	MAX - RUGS	43.31
		21613	MAX - RUGS	43.31
103-591-721931.2	TOWN & COUNTRY GROUP	32869	MAX - SERVICE CALL	415.00
	WEST MICHIGAN OFFICE INTERIORS INC	DIR0293671	MAX - SUPPLIES	36.00
103-591-722808.5	AESTHETIC GARDENER LLC	14585	MAX - MARCH SERVICES	1,017.75
		14587	MAX MARCH SERVICES	1,276.25
103-CAP-730977.10	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	3,521.21
103-CAP-730977.33	FIFTH THIRD BANK-CC ACH	2023-00000129	MAX - JANUARY 2023 STMT	1,451.98
750-210231.D	MISSION SQUARE	2023-00000128	DEF-ICMA - Deferred Comp - ICMA *	1,292.00
750-210231.HB	HOLLAND CITY TREASURER	2023-44	MAX - MARCH HEALTH INS PREMIUMS	69,832.74
		2023-45	MAX - INSURANCE PREMIUMS NOT COLLECTED THROUGH PAYROLL	1,887.87
750-210231.HS	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000126	HSA-ADD - HSA Additional Contribution	563.09
750-210231.M	MERS - ACH	2023-00000127	PENSION - Pension - Original*	12,077.71
Grand Total				104,104.64

Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 4/20/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-721730	PITNEY BOWES BANK INC PURCHASE POWER	2023-00000139	MAX	132.78
103-171-722801.9010	HOLLAND POLICE OFFICERS ASSOCIATION	2023-00000137	MAX - ADVERTISING	165.00
103-171-722801.9080	ZEELAND RECORD	1037496	MA X- NOTICE OF PUBLIC HEARING	158.00
103-171-722805.12	HOLLAND CITY TREASURER	2023-00019	MAX - FINANCE - TREASURER	6,876.66
		2023-0026	MAX - APRIL IT	250.00
		2023-40	MAX - APRIL FINANCE TREASURER	6,876.67
103-171-722809.41	CCS TECHNOLOGIES, INC	155007	MAX - MANAGED SERVICES	906.00
	LEFF, SARAH	LS02707	MAX- WEBSITE MAINTENANCE AND HOSTING	125.00
103-171-723850.0	AT&T	2023-00000135	MAX	88.02
103-171-723920.2	HOLLAND BOARD OF PUBLIC WORKS	2023-00000136	MAX	973.92
103-171-723960	AMERICAN RED CROSS	22547729	ADULT/PEDIATRIC FIRST AID/CPR/AED & BLOODBORNE PATHOGENS COURSE	1,370.00
103-171-723969	MERRI HIGGS	2023-00000138	MAX - 2023 EMPLOYEE EVENT SUPPLIES AND DECOR	206.54
103-537-721744.UNIF	CHROMATIC GRAPHICS INC	65445	MAX - EMBROIDERY	120.00
	SHELDON CLEANERS	SX-03-720403	MAX - SERVICES	13.00
103-537-721748.0	HOLLAND CITY TREASURER	2023-000018	MAX - MARCH FUEL	8,409.11
103-537-722803.6	BRITT CHIROPRACTIC	159	MAX - AGILITY TEST	125.00
	HOLLAND MEDI CENTER	117689	MAX - MEDICAL SERVICES	727.50
		118004	MAX - MEDICAL SERVICES	80.00
103-591-721740.8	ARNOLD SALES	1392539	MAX - SUPPLIES	155.49
		1392584	MAX - SUPPLIES	117.22
		1393492	MAX - SUPPLIES	108.99
	ONE WAY PRODUCTS INC	770497	MAX- SUPPLIES	1,077.30
103-591-721931.1	HOLLAND CITY TREASURER	2023-0027	MAX - MARCH MAINTENANCE CHARGES	25,586.82
	NEW DAWN LINEN SERVICE LLC	21928	MAX - RUGS	43.31
	REPUBLIC SERIVCES #240	2023-00000140	MAX	133.32
103-591-721931.2	MACATAWA PLUMBING INC	44936	MAX- SEWER CLEANING	395.00
	WEST MICHIGAN OFFICE INTERIORS INC	DIR0293692	MAX- SERVICE CALL	180.00
103-591-721933.1	TELE-RAD INC	910220	MAX- MICROPHONE	58.32
103-591-721933.2	APPLIED IMAGING INC	2192234	MAX - COPIER SERVICES	290.30
	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	5024474695	MAX - COPIER SERVICES	774.90
103-591-721939.6	ZEELAND RECORD	1037255	ARBOC BUS GRAPHICS - TWO (2) BUSES	1,656.00
103-591-722808.4	BOSCH'S LANDSCAPE & LAWN SPECIALTIES INC	517469	MAX - FERTILIZER DEPOT	294.00
		517470	MAX - FERTILIZER GREENWAY	126.00
103-CAP-730975.10	BAUMANN & DEGROOT INC	41062028	HVAC MINI-SPLIT REPLACEMENT - GREENWAY	4,105.00
	VAN DYKEN MECHANICAL INC	339882	HVAC MINI-SPLIT REPAIRS - GREENWAY	1,174.91
Grand Total				63,880.08

Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 4/27/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-711716.1	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000147	PRORATED EMPLOYER CONTRIBUTION 5/23-6/23	430.77
103-171-711717	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	45.37
103-171-711720	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	439.87
103-171-722801.9010	4IMPRINT INC	24890496	MAX - MAGNETIC BOOKMARKS	458.08
		24890630	MAX - ZIP POUCH ID HOLDERS	937.09
		24890729	MAX - TUMBLERS	775.96
103-171-722804	CUNNINGHAM DALMAN PC	322414	MAX - LEGAL	307.50
103-171-722809.41	REHMANN TECHNOLOGY SOLUTIONS LLC	RTS12935	MAX - DIRECTCIRCUITS	569.00
103-171-723850.CELL	VERIZON WIRELESS	9932235819	MAX - CELL SERVICES	1,109.82
103-171-723920.1	SEMCO ENERGY - ACH	2023-00000148	MAX - APRIL READ DATES	405.18
103-171-723920.2	HOLLAND CHARTER TOWNSHIP	2023-00000145	MAX	175.46
		2023-00000146	MAX	23.35
	SEMCO ENERGY - ACH	2023-00000148	MAX - APRIL READ DATES	926.38
103-266-711717	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	72.27
103-266-711720	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	427.83
103-537-711717	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	276.79
103-537-711720	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	2,126.79
103-591-711717	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	24.09
103-591-711720	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	160.12
103-591-721931.1	GUARDIAN ALARM OF MICHIGAN INC	22633940	MAX ALARM MONITORING 5/9/23-8/8/23	181.05
103-591-721932.1	TRANE US INC	313537180	MAX - SERVICE CALL	800.00
103-591-721939.1	AUTO VALUE HOLLAND SOUTH	265-1010050	MAX - SUPPLIES	19.99
103-CAP-730977.10	WEST MICHIGAN OFFICE INTERIORS INC	DIR0292915	GREENWAY OFFICE FURNISHINGS - SIX (6) ROOMS	8,021.04
750-210231.D	MISSION SQUARE	2023-00000143	DEF-ICMA - Deferred Comp - ICMA *	1,292.00
750-210231.H	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	3,840.66
750-210231.HS	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000141	HSA-ADD - HSA Additional Contribution	563.09
750-210231.L	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	677.53
750-210231.M	MERS - ACH	2023-00000142	PENSION - Pension - Original*	11,766.93
750-210231.V	GUARDIAN	2023-00000144	MAY 2023 INS PREMIUMS DENTAL, LIFE, STD, LTD, VISION	1,241.49
Grand Total				38,095.50