

BOARD OF DIRECTORS MEETING

VIA WEBEX / YOUTUBE VIDEO CONFERENCE

April 15, 2020

3:00 p.m.

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BOARD OF DIRECTORS MEETING

REMOTE VIA WEBEX AND YOUTUBE

<https://lextran.my.webex.com/lextran.my/j.php?MTID=mf8279ffd0f343bab0fd41542e0299edb>

Meeting number (access code): 790 700 324

Meeting password: 54321842

Broadcast on Lextran's YouTube Channel at bit.ly/lextranmeeting or
<https://www.youtube.com/channel/UC6NinAOxGJe9IGUISWlhNhg>

Join by phone (audience and staff only):

+1-312-535-8110 OR +1-408-418-9388

Contact Alan Jones at ajones@Lextran.com for access from outside the US

Join from a video system or application

Dial 790700324@lextran.my.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 790700324.lextran.my@lync.webex.com

April 15, 2020

3:00 p.m.

AGENDA

I.	Call to order	3:00	
II.	Public Comment on Agenda Items / Public Hearing	3:00	— 3:05
III.	Approval of February 2020 Board Meeting Minutes	3:05	— 3:10
IV.	Chair's Report	3:10	— 3:20
	a. Update on COVID-19		
V.	Lextran Monthly Performance Report		
	a. February	3:20	— 3:45
	b. March		
VI.	Action Items		
	a. Resolution 2020-03 EEO Program Plan		
	b. Resolution 2020-04 AVAIL Warranty and Maintenance Agreement		
	c. Resolution 2020-05 Parking Lot Painting and Restriping	3:45	— 4:30
	d. Resolution 2020-06 Fiscal Year 2021 Budget		
	e. Resolution 2020-07 Extension of Line of Credit		

- | | | |
|-------|--|-------------|
| VII. | Change Order | |
| | a. American Red Cross – Wheels Service | 4:30 – 4:40 |
| VIII. | Old Business | |
| IX. | New Business | |
| X. | Proposed Agenda Items | |
| | a. Technology Feasibility Study | 4:40 – 4:50 |
| | b. Safety Management Plan | |
| XI. | Closed Session | |
| XII. | Adjournment | 4:50 |

BOARD OF DIRECTORS MEETING

BOARD MINUTES

February 19, 2020

MEMBERS PRESENT

Christian Motley, Chair
George Ward, Vice Chair
Adrienne Thakur
Peggy Henson
Marci Krueger-Sidebottom
Rick Christman

MEMBERS ABSENT

Elias Haddad
Joseph Smith

STAFF PRESENT

Carrie Butler, General Manager
Nikki Falconbury, Director of Finance
John Givens, Director of Risk Management
Fred Combs, Director of Planning
Jim Barrett, Director of Maintenance
Jason Dyal, Director of Operations
Stephanie Hunt, Administrative Projects Coordinator
Dale Stone, Schedules / Services Manager
Catherine Waits, Payroll & Finance Coordinator
Rebecca Floyd, Customer Service Supervisor
Austin Hughes, Marketing Coordinator
Matthew Winkler, Planning Coordinator
Steve Richardson, Union President, ATU 639
Joe Hagans, Vice President, ATU 639
Erik Maikkula, Transportation Supervisor
Steve Rohde, Training Manager
Ta'Ziyah Bakara, Risk Management Coordinator
Chris Withrow, Parts Manager
Dennis Hornback, Maintenance Supervisor
Ashley Lewis, Compliance Coordinator
Stephanie Hoke, Finance Coordinator
Maria Alonso, HR Specialist
Kuantaze Cooper, Transportation Supervisor
Kimberly Abdullah, Operator
Takeyshia Lamb, Operator

Anne-Tyler Morgan, McBrayer Law Firm, Board Attorney

OTHERS PRESENT

Joseph David, Transportation Planner, LFUCG MPO

Matthew Gidcomb, KFTC - Kentuckians for the Commonwealth

Ian Eggrams

I. CALL TO ORDER

Mr. Motley called the February 19, 2020 meeting of Lextran's Board of Directors to order at 5:00 p.m.

II. PUBLIC COMMENT

Kimberly Abdullah, Lextran Operator and member of Amalgamated Transit Union Local 639, addressed the board and invited them to attend one of the monthly Union meetings that occur multiple times on the second Wednesday of every month.

III. APPROVAL OF MINUTES

Mr. Motley called for a motion to approve the Board Meeting and Work Session minutes from January 14, 2020. Ms. Krueger-Sidebottom made a motion to approve the minutes, and it was seconded by Ms. Henson. The motion carried unanimously.

IV. CHAIR'S REPORT

Mr. Motley introduced Anne-Tyler Morgan, the new attorney for the Lextran Board of Directors, who spoke about her prior board experience.

V. MONTHLY PERFORMANCE REPORT

Ms. Butler reviewed the Monthly Performance Report and Key Performance Indicators located on pages 28-32 of the February 19, 2020 board packet. On-time performance was good for fixed route. Paratransit service has had some issues with vehicle availability due to a theft on the Wheels parking lot. Ridership was up last month. Mr. Ward asked what the current trend in public bus transit is nationally. Ms. Butler reported that nationally there has been a plateau or decline. Larger cities with rail systems are seeing a decline due to passengers opting to take an Uber or Lyft from the rail station instead of the bus. The increase in Lexington is due to improvements to service and routes. Route 24 – Mercer Road, Route 14 – UK Campus, and Route 5 – Nicholasville Road have seen consistent ridership.

During January Lextran also presented at the Kentuckians for Better Transportation conference, celebrated our Million Milers, graduated three classes of Operators together, and attended the State of the City luncheon. Ms. Butler answered questions from Mr. Motley about the transition in leadership at the Red Cross, and provided clarification on our partnership with Kentuckians for Better Transportation. She also explained the How-to-Ride program at the request of Ms. Henson.

Ms. Falconbury presented the financial statement, found on pages 33-34 of the February 19, 2020 board packet. There was minimal activity the last month, and cash has remained the same. Money in the "Work in Process" line has been used to buy buses and is awaiting reimbursement from Federal Transit Administration. Passenger revenue and other revenue are on track as well. Wages are up due to overtime. Property tax revenue is higher than what was received last year. The budget for revenue from the Commonwealth of Kentucky and the amount received came in higher at \$497,000. Diesel is at \$1.70 per gallon and the CNG diesel gallon equivalent is showing at \$1.26.

VI.ACTION ITEMS

Resolution – 2020-01 – Purchase of Four CNG Buses

Resolution – 2020-02 - Purchase of Two Extended-Range Electric Buses

Mr. Combs reviewed the fleet plan for the next five years here at Lextran. The current fleet consists of 71 vehicles. Approximately half are diesel, one-fourth are compressed natural gas (CNG), and the remaining fourth are a combination of CNG and Electric.

In 2007 seventeen buses were purchased and those vehicles are now past their useful life and need to be replaced. Mr. Combs, Ms. Butler, and Mr. Barrett answered questions about the likelihood of all 17 buses breaking down at the same time, the cost of a new bus and Lextran's portion of that, available funding sources, and the reliability of electric bus batteries given issues with battery life during extreme weather.

Mr. Barrett explained that the electric buses we will be purchasing this time are extended-range and have an auxiliary source of power for the heaters. Mr. Motley called for a motion on Resolution 2020-01. Mr. Ward made a motion and Mr. Christman seconded. Mr. Motley then called for a motion on Resolution 2020-02. Mr. Ward made a motion and Ms. Thakur seconded. Both motions carried unanimously.

VII.CHANGE ORDER

There was no change order report.

VIII.OLD BUSINESS

Ms. Adelee LeGrand from Transdev presented a summary of notes taken at the Strategic Planning Work Session in January. She asked the Board questions regarding direct routes, trends in the region, customer support for key groups and events in Lexington, areas of importance to the Board and Lextran staff, and challenges we are facing. She also answered questions from the Board regarding customer input and Lextran Operator input for the Strategic Plan moving forward.

IX.NEW BUSINESS

There was no new business.

X.PROPOSED AGENDA ITEMS

- None for March, but will have a follow-up on the planning sessions.
- RFPs for the pension fund and loan refinancing will be coming up.
- Will also have the tire and maintenance uniform RFPs coming up.
- We will be debuting the new website and there will be a link to download the Board Packet on the new site.

XI.CLOSED SESSION

There was no closed session.

XII.ADJOURNMENT

Mr. Motley called for a motion to adjourn the February 19, 2020 meeting of Lextran's Board of Directors. Mr. Ward made a motion and Mr. Christman seconded. The meeting adjourned by consensus at 6:15 p.m.

BOARD OF DIRECTORS WORK SESSION

WORK SESSION MINUTES

April 8, 2020

MEMBERS PRESENT

Christian Motley, Chair
George Ward, Vice Chair
Adrienne Thakur
Rick Christman
Peggy Henson
Marci Krueger-Sidebottom

MEMBERS ABSENT

Elias Haddad
Joseph Smith

STAFF PRESENT

Carrie Butler, General Manager
Jill Barnett, Assistant General Manager
Nikki Falconbury, Director of Finance
John Givens, Director of Risk Management
Fred Combs, Director of Planning
Jim Barrett, Director of Maintenance
Jason Dyal, Director of Operations
Stephanie Hunt, Administrative Projects Coordinator
Alan Jones, IT Coordinator

OTHERS PRESENT

Anne-Tyler Morgan, McBrayer Law Firm, Board Attorney

I. CALL TO ORDER

Mr. Motley started the Lextran Board of Directors April 8, 2020 work session at 3:00 p.m. This was a work session discussing the Fiscal Year 2021 budget and no action was taken.

II. PUBLIC COMMENT

Mr. Steven Richardson, Lextran mechanic and President of Amalgamated Transit Union 639, submitted public comment via email. Mr. Richardson asked if Lextran employees who have been working on the frontlines during the COVID-19 crisis would be given any type of hazardous pay or bonuses from the CARES Act funding that Lextran will be receiving.

III. FISCAL YEAR 2021 BUDGET

Ms. Carrie Butler presented the first draft of the Fiscal Year 2021 Operating Budget for Lextran. She began by explaining the normal timeline for the yearly budget and noted that the Commonwealth of Kentucky has extended the submittal by one month. She explained the current known and unknown issues and the assumptions and forecasts that were used to develop the budget. A mid-year budget adjustment is likely, considering uncertainties surrounding COVID-19 and the extent of its effect on the Mass Transit Fund and local property taxes. Ms. Butler reviewed the five-year capital budget and associated projects that have been started or slated to start this year, explaining the sources of funding for each of those projects.

Questions from the Board regarding the refinancing of Lextran's property loan, the Fleet Replacement Plan, and RAMP projects were answered by Ms. Butler, Ms. Falconbury, and Mr. Combs. Mr. Ward and Ms. Krueger-Sidebottom had directed staff during the Finance Committee meeting earlier in the day to reduce the UK fare revenue and passenger fare revenue in order to balance possible economic downturn.

Mr. Motley asked about the timing of a mid-year budget adjustment. Ms. Butler indicated that it would likely take place in the November or December when Lextran receives the Mass Transit Funds. At that time, following the collection and receipt of property taxes, the budget can be adjusted to account for any difference.

The Fiscal Year 2021 First Draft Budget presentation is attached.

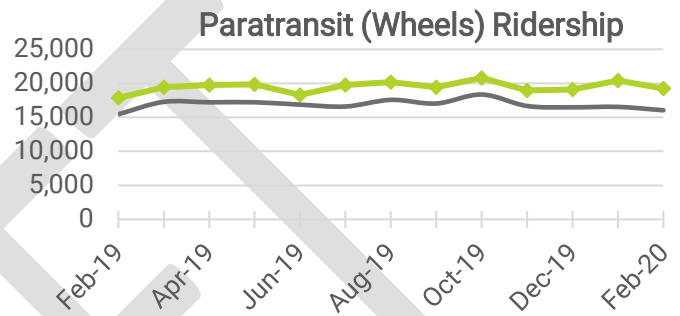
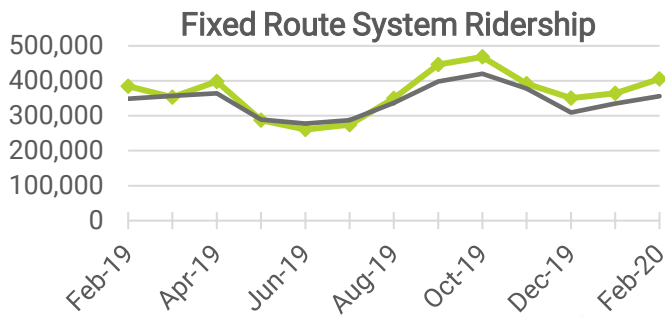
IV. ADJOURNMENT

The meeting adjourned by consensus at 3:52 p.m.

LEXTRAN MONTHLY PERFORMANCE REPORT – FEBRUARY 2020

We serve people and our community with mobility solutions.

DEMONSTRATE VALUE TO THE COMMUNITY



Performance Indicator	Fixed Route System			Paratransit (Wheels)		
System Production	This Month	FY20 YTD	FY19 YTD	This Month	FY20 YTD	FY19 YTD
Total Ridership	405,082	3,050,128	2,944,905	19,224	157,812	149,749
Weekday Ridership	356,203	2,643,464	2,570,800	15,978	131,365	126,226
Saturday Ridership	29,012	227,957	211,418	1,827	12,938	11,713
Sunday Ridership	19,867	161,552	144,680	1,419	11,659	10,591
Holiday Ridership	3,739	17,155	18,007	0	1,850	1,219
Total Revenue Miles	152,798	1,266,216	1,240,179	141,257	1,126,373	1,082,980
Total Revenue Hours	16,552	133,707	131,370	11,166	89,368	85,754
Trips per Mile	2.65	2.41	2.37	0.14	0.14	0.14
Trips per Hour	24.47	22.81	22.42	1.72	1.77	1.75

- Total ridership increased by more than 14,000 trips compared to February 2019.
- Paratransit ridership in February 2020 increased by more than 1,500 trips over February 2019.

Community Involvement

- “How to Ride” – SPERO Health – February 4, 10, 11, 12
- Community Helpers Presentation – Ecumenical Preschool – February 10
- Rosa Parks Event – Children’s Treehouse – February 11
- Reintegration Night – Goodwill – February 12
- “How to Ride” – New Vista – February 13
- Voices of Hope Expungement Event – Bluegrass Reentry Council – February 27

Meetings and Updates

In February, Lextran representatives participated in the following (external) meetings:

- Pedestrian Safety Working Group – February 6
- Town Branch Commons Preconstruction Meeting – February 7
- House Budget Review Subcommittee on Transportation – February 10
- BGSHRM Chapter Meeting (Legal Update) – February 11
- Grow Smart Meeting – February 12
- Transportation Technical Coordination Committee Meeting – February 13
- Congestion Management Meeting – February 13
- West End Community Partners Meeting – February 13
- VIA Creative Board Meeting – February 18
- BCTC Meeting – February 24
- US-27 Project Team Meeting – February 25
- Women Leading Kentucky – February 26
- Complete Streets Coalition Meeting – February 28

Lextran in the Media

- Lextran Honors Rosa Parks by Reserving Bus Seats
<https://www.wtvq.com/2020/02/03/lextran-honors-rosa-parks-reserving-bus-seats/>
- Civil Rights Icon Rosa Parks Honored
<https://www.weku.fm/post/civil-rights-icon-rosa-parks-honored>
- Seats Reserved on Lextran Bus to Honor Rosa Parks – WKYT 6:00pm News (February 4)
- Lexington Task Force Close to Making Recommendations on Gentrification
<https://www.lex18.com/news/lexington-task-force-close-to-making-recommendations-on-gentrification>
- Urban City Council Goes Back to Drawing Board on New, Renovated Government Center
<https://www.wkyt.com/content/news/Urban-County-Council-goes-back-to-drawing-board-on-new-renovated-government-center-568066891.html>

DELIVER A HIGH-QUALITY PRODUCT

Performance Indicator	Fixed Route System			Paratransit (Wheels)		
Service Quality	This Month	FY20 YTD	FY19 YTD	This Month	FY20 YTD	FY19 YTD
On-Time Performance	91.00%	88.80%	88.50%	92.23%	88.83%	89.75%
Farebox Recovery	6.71%	6.38%	6.06%	N/A	N/A	N/A
Operating Expenses	\$ 1,682,780	\$ 13,389,451	\$ 14,060,545	\$473,679	\$3,615,828	\$3,415,198
Per Mile	\$3.38	\$3.10	\$3.62	N/A	N/A	N/A
Per Hour	\$77.69	\$70.91	\$72.98	N/A	N/A	N/A
Customer Service	This Month	FY20 YTD	FY19 YTD	This Month	FY20 YTD	FY19 YTD
Customer Feedback Totals per 100k Trips	9.87	9.70	7.30	171.66	123.56	120.20
Commendations	0.74	1.08	0.27	26.01	17.74	16.69
Discourtesy	2.47	2.79	2.11	72.83	36.75	37.40
Late or Early	0.99	1.18	1.09	15.61	25.35	28.71
Safety	1.73	1.80	1.56	57.22	38.02	36.06
Passed Boarding	1.48	1.25	0.98	0.00	0.00	0.00
Information and Service Requests	1.97	0.82	0.37	0.00	0.00	1.34
Other	0.49	0.79	0.92	0.00	5.70	0.00
Call Length	1:10	1:18	1:22	1:13	1:11	1:13
Calls into the IVR	34,828	341,456	358,786	N/A	N/A	N/A
Time to Abandon	0:36	0:40	0:14	1:12	0:50	1:09

- Customer commendations are trending up and discourtesies are trending down compared to the previous year.
- Commendations for paratransit (Wheels) service is trending up compared to FY19.

MANAGE AND SUSTAIN RESOURCES

Performance Indicator	Fixed Route System			Paratransit (Wheels)		
Safety	This Month	FY20 YTD	FY19 YTD	This Month	FY20 YTD	FY19 YTD
Preventable Accidents per 100,000 miles	3.76	2.38	1.42	0	1.61	2.15
Injury Frequency Rate	26.16	17.91	32.99	N/A	N/A	N/A
Days with No Preventable Accidents	26	215	217	29	235	226
Days of Lost Time	124	575	868	N/A	N/A	N/A
Workers Compensation Claims	6	24	40	N/A	N/A	N/A

- Paratransit (Wheels) reported no accidents in February 2020.
- Preventable accidents among Wheels service continues to trend down compared to FY19.

Performance Indicator	Fixed Route System		
Maintenance	This Month	FY20 YTD	FY19 YTD
Miles between Road Calls	6,367	62,139	52,544
Percent of Preventive Maintenance Inspections on Schedule	100%	96%	93%

- The Maintenance department has completed 96% of preventative maintenance inspections on-schedule in FY20, compared to 92% in FY19.
- Maintenance completed 100% (48 of 48) of scheduled preventative maintenance this month.

Performance Indicator	Fixed Route System		
Hiring and Recruiting	This Month	Interviews	New Hires
Open Positions	15		
Operations	15	20	0
Maintenance	0	0	0
Administration	0	0	1

Performance Indicator	Fixed Route System	
Training Activities	This Month	FY20 YTD
Smith System Defensive Driving Annual Refresher	0	22
Post-Accident Remedial Training	8	19
Supervisor iReport Accident/Personal Injury Training	22	22
Return to Work Training	2	10
Computer Skills Training	8	8
Coaching Sessions	3	14

Procurement	RFP Due Date
Parking Lot Restriping	Due March 5, 2020
Financing Services	Due April 15, 2020
Investment Consulting Services	Due April 20, 2020

BALANCE SHEET
as of February 29, 2020

	Current Year-To-Date	Last Year-to-Date
Assets		
Current assets		
Operating Cash	\$17,454,047	\$17,582,958
Project Loan Account	\$0	\$1,145,044
Accounts receivable	\$3,690,271	\$3,806,162
Inventory	\$699,564	\$660,609
Work in process	\$1,815,948	\$448,584
Prepaid	\$443,644	\$453,730
Total Current Assets	<u>\$24,103,474</u>	<u>\$24,097,087</u>
Long term note - Lextran Foundation Inc.	\$8,355,000	\$8,355,000
Long term asset - Pension	\$2,322,983	\$1,063,260
Total Long Term Assets	<u>\$10,677,983</u>	<u>\$9,418,260</u>
Net capital and related assets	\$24,457,356	\$26,641,000
Total Assets	<u><u>\$59,238,814</u></u>	<u><u>\$60,156,348</u></u>
Liabilities		
Current liabilities		
Accounts payable	\$682,410	\$987,621
Payroll liabilities	\$817,272	\$776,626
Short term note - Fifth Third Bank	\$958,414	\$929,938
Total Current Liabilities	<u>\$2,458,096</u>	<u>\$2,694,184</u>
Long term note - Fifth Third Bank	\$4,262,528	\$5,220,942
Long term liability - Pension	\$2,911,111	\$1,631,403
Total Long Term Liabilities	<u>\$7,173,639</u>	<u>\$6,852,345</u>
Net Position	\$49,607,079	\$50,609,819
Total Liabilities and Net Position	<u><u>\$59,238,814</u></u>	<u><u>\$60,156,348</u></u>

STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
February 2020
FY 2020

				FY 2019
Revenues	Actual	Budget	Variance	Actual
Property taxes	\$18,100,666	\$17,264,714	\$835,951	\$17,197,436
Passenger revenue	\$890,965	\$908,165	(\$17,201)	\$889,176
Federal funds	\$3,630,115	\$3,130,295	\$499,820	\$3,597,220
State funds	\$497,500	\$250,000	\$247,500	\$465,500
Advertising revenue	\$260,000	\$263,500	(\$3,500)	\$260,000
Other revenue	\$1,720,279	\$1,607,564	\$112,715	\$1,610,733
Total Revenues	\$25,099,524	\$23,424,239	\$1,675,285	\$24,020,065
Expenses				
Wages	\$6,439,496	\$6,181,241	\$258,255	\$6,029,878
Fringe benefits	\$3,565,369	\$3,765,264	(\$199,895)	\$3,404,001
Professional services	\$604,094	\$1,075,477	(\$471,383)	\$1,023,066
Materials and supplies	\$747,173	\$744,000	\$3,173	\$792,065
Fuel-Diesel	\$582,212	\$714,190	(\$131,979)	\$688,154
Fuel-Other	\$197,656	\$192,667	\$4,990	\$192,204
Utilities - Facilities	\$219,332	\$183,125	\$36,207	\$174,405
Utilities - Electric Bus	\$59,014	\$54,339	\$4,676	\$51,751
Insurance	\$521,484	\$492,000	\$29,484	\$490,648
Fuel taxes	\$141,745	\$142,667	(\$922)	\$142,450
Paratransit Expenses	\$4,021,701	\$3,868,027	\$153,674	\$3,812,275
Vanpool Expenses	\$14,201	\$21,600	(\$7,399)	\$18,470
Dues and subscriptions	\$29,942	\$25,333	\$4,609	\$36,140
Travel, training and meetings	\$83,436	\$90,833	(\$7,397)	\$41,462
Media advertising	\$157,297	\$143,333	\$13,963	\$50,723
Miscellaneous	\$31,434	\$43,333	(\$11,899)	\$36,604
Interest Expense	\$111,494	\$126,947	(\$15,453)	\$130,006
Leases and rentals	\$536,544	\$541,873	(\$5,329)	\$535,216
Depreciation	\$2,150,515	\$2,150,515	\$0	\$2,447,173
Total Expenses	\$20,214,138	\$20,556,764	(\$342,625)	\$20,096,690
Change in Net Position	\$4,885,386	\$2,867,476	\$2,017,911	\$3,923,375

Notes:

Average price of diesel fuel for FY2020 - \$1.95; Latest price of diesel fuel (March 6, 2020) - \$1.60

Latest price of CNG diesel gallon equivalent - \$1.26

LEXTRAN MONTHLY PERFORMANCE REPORT – MARCH 2020

We serve people and our community with mobility solutions.

The month of March has been filled with uncertainties and unprecedented events as we have navigated the impacts of the COVID-19 pandemic. Ridership has been impacted on both fixed route and paratransit service, due to social distancing orders and the closure of many businesses. However, public transit remains an essential business under an executive order from Governor Beshear. We have implemented measures to keep our employees safe while still providing an essential service to those who need it most.

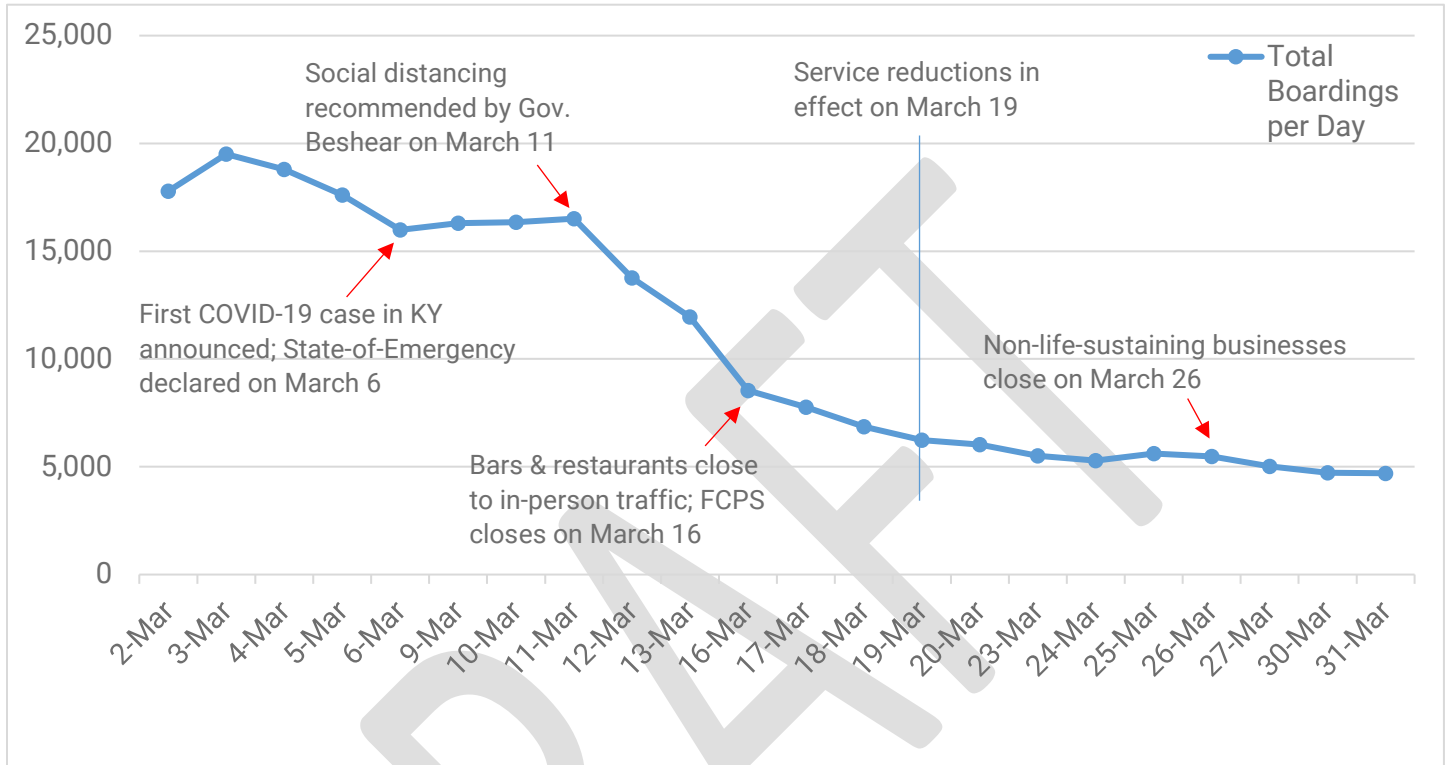
Lextran has responded to the pandemic in the following ways in the month of March, continuing into April:

- **January** – Increased sanitation efforts onboard vehicles and at facilities, with special attention paid to high-touch, high-traffic areas.
- **March 12** – Redeployed some maintenance staff to the downtown Transit Center, to provide additional wipe-downs of buses between trips and during layovers.
- **March 16** – Closed the Administrative Office and Customer Service windows to the public. Employees advised to participate in telework if able to do so.
- **March 19** – Implemented a series of measures intended to increase social distancing and discourage non-essential travel:
 - Asked passengers to limit all non-essential travel
 - Reduced service on lower-volume routes
 - Implemented rear-door entry and exit onboard vehicles, to increase social distancing between the Operator and passengers
 - Closed passenger waiting areas at the downtown Transit Center
 - Temporarily eliminated fare collection
- **March 25** – Added signage onboard vehicles requesting passengers stay 6 feet from the driver at all times.
- **March 26** – A Lextran employee tested positive for COVID-19. Other employees identified through tracing efforts were placed on a voluntary, self-quarantine out of an abundance of caution.
- **March 26 & 27** – Held “all-employee” conference calls to inform workforce of a positive COVID-19 case and respond to questions and concerns.
- **March 31** – Reduced maximum load capacity and reduced number of available seats onboard by adding signs to alternating seats, encouraging passengers to stagger themselves onboard. Added “shadow” buses (both fixed route and from Wheels fleet) to ensure enough capacity for all passengers and avoid leaving passengers behind.
- **April 2** – Distributed masks and hand sanitizers to operators ahead of CDC mask recommendations, for voluntary use. (Note: hand sanitizers had been on order for more than a month)
- **April 6 & 7** – Held additional “all-employee” conference calls to respond to concerns from employees about COVID-19.

In addition, Lextran has participated in multiple conference calls held by APTA, FTA/DOT, and other

groups for information related to the new “Families First” FMLA law, the CARES Act (Federal stimulus package), and COVID-19. These informational meetings are in addition to staying in close contact to other transit agency partners around the country.

Lextran Weekday Fixed-Route Ridership for March 2020



Lextran Fixed-Route Ridership for March comparing 2018-2020

Year	Weekday Ridership			Saturday		Sunday		Total Ridership	
	Rt 14 Ridership	All other Routes	Average Weekday	Total Saturday	Average Saturday	Total Sunday	Average Sunday	Total	Average Daily
2018	62,108	212,788	12,495	20,777	4,155	12,493	3,123	333,363	10,754
2019	70,898	234,700	14,552	26,707	5,341	20,550	4,110	352,855	11,382
2020	51,872	184,500	10,744	16,396	4,099	17,983	3,597	270,751	8,734
Percent Change from 2019	-37%	-27%	-35%	-63%	-30%	-14%	-14%	-30%	-30%

BALANCE SHEET
as of March 31, 2020

	Current Year-To-Date	Last Year-to-Date
Assets		
Current assets		
Operating Cash	\$15,589,509	\$16,318,033
Project Loan Account	\$0	\$1,145,044
Accounts receivable	\$3,883,012	\$4,086,442
Inventory	\$703,862	\$652,921
Work in process	\$1,853,423	\$473,878
Prepaid	\$355,048	\$347,162
Total Current Assets	<u>\$22,384,854</u>	<u>\$23,023,480</u>
Long term note - Lextran Foundation Inc.	\$8,355,000	\$8,355,000
Long term asset - Pension	\$2,322,983	\$1,063,260
Total Long Term Assets	<u>\$10,677,983</u>	<u>\$9,418,260</u>
Net capital and related assets	\$24,206,624	\$26,358,872
Total Assets	<u><u>\$57,269,461</u></u>	<u><u>\$58,800,611</u></u>
Liabilities		
Current liabilities		
Accounts payable	\$595,229	\$1,095,982
Payroll liabilities	\$539,401	\$835,712
Short term note - Fifth Third Bank	\$960,826	\$932,278
Total Current Liabilities	<u>\$2,095,456</u>	<u>\$2,863,972</u>
Long term note - Fifth Third Bank	\$4,181,348	\$5,142,174
Long term liability - Pension	\$2,911,111	\$1,631,403
Total Long Term Liabilities	<u>\$7,092,459</u>	<u>\$6,773,577</u>
Net Position	\$48,081,546	\$49,163,062
Total Liabilities and Net Position	<u><u>\$57,269,461</u></u>	<u><u>\$58,800,611</u></u>

STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
MARCH 2020
FY 2020

				FY 2019
Revenues	Actual	Budget	Variance	Actual
Property taxes	\$18,440,176	\$17,788,456	\$651,720	\$17,719,772
Passenger revenue	\$948,026	\$1,020,686	(\$72,660)	\$981,062
Federal funds	\$3,836,218	\$3,521,582	\$314,636	\$3,904,931
State funds	\$497,500	\$250,000	\$247,500	\$465,500
Advertising revenue	\$260,000	\$263,500	(\$3,500)	\$260,000
Other revenue	\$1,929,146	\$1,808,181	\$120,965	\$1,817,868
Total Revenues	\$25,911,066	\$24,652,405	\$1,258,661	\$25,149,133
Expenses				
Wages	\$7,223,581	\$6,953,897	\$269,685	\$6,833,960
Fringe benefits	\$4,035,022	\$4,231,925	(\$196,903)	\$3,783,034
Professional services	\$679,995	\$1,209,911	(\$529,916)	\$1,165,779
Materials and supplies	\$827,240	\$837,000	(\$9,760)	\$878,284
Fuel-Diesel	\$630,255	\$803,464	(\$173,209)	\$770,915
Fuel-Other	\$211,904	\$216,750	(\$4,846)	\$209,360
Utilities - Facilities	\$249,280	\$206,016	\$43,264	\$197,672
Utilities - Electric Bus	\$73,425	\$61,131	\$12,294	\$57,310
Insurance	\$599,949	\$553,500	\$46,449	\$559,487
Fuel taxes	\$160,360	\$160,500	(\$140)	\$159,203
Paratransit Expenses	\$4,391,365	\$4,351,530	\$39,835	\$4,302,800
Vanpool Expenses	\$15,701	\$24,300	(\$8,599)	\$20,570
Dues and subscriptions	\$31,103	\$28,500	\$2,603	\$37,490
Travel, training and meetings	\$97,195	\$102,187	(\$4,993)	\$57,824
Media advertising	\$160,672	\$161,250	(\$578)	\$58,339
Miscellaneous	\$35,011	\$48,750	(\$13,739)	\$37,268
Interest Expense	\$124,546	\$142,815	(\$18,269)	\$145,399
Leases and rentals	\$603,362	\$609,607	(\$6,245)	\$668,520
Depreciation	\$2,401,248	\$2,401,248	\$0	\$2,729,301
Total Expenses	\$22,551,213	\$23,104,280	(\$553,067)	\$22,672,514
Change in Net Position	\$3,359,853	\$1,548,125	\$1,811,728	\$2,476,619

Notes:

Average price of diesel fuel for FY2020 - \$1.88; Latest price of diesel fuel April 6, 2020) - \$1.15

Latest price of CNG diesel gallon equivalent - \$1.26

April 15, 2020

TO: The Board of Directors

FROM: Carrie Butler, General Manager

SUBJECT: Approval of Lextran's 2020 Equal Employment Opportunity Program Plan / Designation of EEO and ADA Officer

Attached is a resolution requesting the approval of Lextran's 2020 Equal Employment Opportunity (EEO) Program. One of the requirements in the plan calls for the designation of an EEO Officer. At this time, we will name Jill Barnett, Assistant General Manager, as our EEO Officer to serve temporarily in this role until a Compliance Officer, who can oversee the EEO office role and the Americans with Disabilities office role, can be determined.

Lextran's original EEO plan was developed in 1979 with updates every three to five years depending. The latest version of the Program plan was approved in 2015. The program plan directs the Board and management staff to assure Lextran's compliance with federal, state and local Civil Rights regulations, including EEO, ADA, and Title VI, through auditing, monitoring, tracking and reporting.

If you have any questions, please call me at 255-7756.

RESOLUTION**TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT****MOTION:** _____ **SECOND:** _____**DATE:** April 15, 2020 **RESOLUTION NO.:** 2020-03

WHEREAS, FTA Circular 4704.1A requires the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) update an Equal Employment Opportunity (EEO) Program plan, and;

WHEREAS, FTA Circular 4710.1 further requires the Authority to designate an individual to coordinate ADA compliance, and;

WHEREAS, Assistant General Manager, Jill Barnett, will serve as the EEO Officer until a permanently named Compliance Officer is appointed, and;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government hereby authorizes the appointment of Ashley Lewis as the Equal Employment Opportunity Officer and ADA Coordinator.

Chairperson_____
Date

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM 2020



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INTRODUCTION

Lextran, the Transit Authority of Lexington-Fayette Urban County Government, as it is known today was established in 1973 by the Commonwealth of Kentucky as a Mass Transportation Authority per Kentucky Revised Statutes, Title IX – Counties, Cities and Other Local Units, Chapter 96A, Mass Transit Authorities. Our mission “We serve people and our community with mobility solutions” is accomplished by focusing on three key pillars, to: Deliver High Quality Product and Service, Demonstrate Value to the Community, and Manage and Sustain Resources.

Lextran provides 4.5 million trips annually with service to residents and visitors of Lexington-Fayette County on 26 fixed routes, county-wide paratransit, and regional vanpool seven days a week, 365 days a year. The annual combined operating and capital budget of \$32 million includes over 200 team members and a fleet of 120 vehicles. The fleet includes compressed natural gas, zero emission battery electric buses, diesel and gasoline fueled vehicles. Wheels, our door-to-door paratransit service for people with disabilities is operated by American Red Cross.

Lextran is dedicated to ensuring that all our services and operations meet or exceed the regulations surrounding the Civil Rights Act and successor authorities. As such, all potential applicants are afforded an equal opportunity to become a public servant as well as work in an environment that is free of discriminatory barriers to employment based on Title VII of the Civil Rights Act of 1964, which includes race, color, religion, sex and national origin. We are committed to guaranteeing our employees are aware of their Civil Rights and we actively strive to make sure no disparate treatment or disparate impact occurs.

Equal Employment Opportunity (EEO) regulations are provisions under Title VII of the Civil Rights Act of 1964, which “prohibit discrimination based on race, color, religion, sex, and national origin, or retaliation in any term, condition, or privilege of employment.”

The Code of Federal Regulations, Chapter 53 Public Transportation, Title 49 U.S.C. 5332 (b), states that “no person in the United States shall on the grounds of race, color, religion, national origin, sex, or age be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any project, program or activity funded in whole or in part through financial assistance under this Act.”

Lextran’s commitment to the implementation of a successful EEO Program is detailed within this document. In order to achieve success, the EEO Officer will work in tandem with leadership staff to ensure fair and equal employment opportunities included but not limited to the following areas: hiring practices; selection and promotion; training and education; and disciplinary action.

All of Lextran’s leadership staff share the responsibility of achieving the EEO Program goals detailed within this program plan. The EEO Program further outlines the nondiscrimination authorities that provide regulatory guidance and protections to applicants, employees, and customers.

NONDISCRIMINATION AUTHORITIES

Title VI of the Civil Rights Act of 1964, as amended – Prohibits discrimination based on race, color or national origin in programs and activities receiving federal financial assistance. Title VI is applicable to all the operations of any government entity that receives federal funds.

Title VII of the Civil Rights Act of 1964, as amended – Prohibits employment discrimination based on race, color, religion, sex and national origin or retaliation in any term, condition or privilege of employment.

The Equal Pay Act of 1963 – Prohibits sex-based wage discrimination between men and women in the same establishment who perform jobs that require substantially equal skill, effort, and responsibility under similar working conditions.

The Age Discrimination in Employment Act of 1967, as amended – Prohibits employment discrimination against persons 40 years of age or older.

The Americans with Disabilities Act of 1990, Titles I and V – Prohibits employment discrimination against qualified individuals with disabilities. Since July 26, 1994, Title I has applied to employers with 15 or more employees.

The Civil Rights Act of 1991 – Provides for the recovery of compensatory and punitive damages in cases of intentional violations of Title VII, the Americans with Disabilities Act (ADA), and section 504 of the Rehabilitation Act of 1973.

23 C.F.R. 140 (a)-(d) – Requires assurances from any State funded by the U.S. Department of Transportation that employment in connection with proposed projects will be provided without regard to race, color, creed, national origin, or sex.

43 C.F.R. 166 Uniform Guidelines on Employee Selection of 1978 – Requires agencies to examine employee selection procedures for all jobs to determine if any have adverse impact on the employment of minorities and women.

Family and Medical Leave Act of 1993 – Permits employees to take up to 12 weeks of unpaid leave during any 12-month period for the birth and care of their newborn children or care of adopted or foster children; the care of immediate family members (spouse, child, or parent) with serious health conditions; or for serious health conditions that render employees unable to perform the functions of their jobs.

Pregnancy Discrimination Act of 1978 – Requires employers to treat pregnancy the same way they treat other medical disabilities.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

Lextran has a strong commitment to the community and our employees. As an equal opportunity employer, we strive to employ a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

This policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay, or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

Lextran is committed to providing reasonable accommodations to applicants and employees who need them due to a disability, or to practice or observe their religion, absent undue hardship.

As Lextran's General Manager, I maintain overall responsibility and accountability for Lextran's compliance with this EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed an EEO Officer who will report directly to me on EEO matters and acts with my authority with all levels of management, labor unions, and employees.

All Lextran executives, management, and supervisory personnel, however, share in the responsibility for implementing and monitoring the EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. Lextran will evaluate the performance of managers and supervisors regarding their successful implementation of Lextran's policies and procedures, in the same manner Lextran assesses their performance regarding other agency goals.

Lextran is committed to a written nondiscrimination program that outlines the established policies, practices and procedures, along with goals and timetables. The EEO Program will be made available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that treats all applicants and employees equitably under the guidelines of our EEO Policy and Program, along with dignity and respect.

Carrie Butler, General Manager

Date

DISSEMINATION PLAN

Lextran will employ the following methods of dissemination for the EEO Policy and Program:

INTERNAL DISSEMINATION

- Providing written communications from the General Manager (GM)
- Presenting policies and procedures related to EEO to employees during onboarding for newly hired employees
- Posting the following materials in visible areas, such as on bulletin boards, near time clocks, and in employee breakrooms:
 - Official EEO materials (e.g. Federal and state labor law posters)
 - Lextran EEO Policy Statement
 - Lextran Unlawful Harassment Policy
 - Lextran ADA Policy
- Including the EEO Policy Statement in the employee handbook, reports, and other guidance
- Meeting with leadership staff at a minimum semiannually to discuss the EEO Policy and Program and its implementation
- Meeting with all employees to seek input on the program implementation
- Conducting periodic EEO training for employees and leadership staff
- Conducting EEO training for all new leadership staff within 90 days of their appointment

Each member of the leadership staff is responsible for their department's success in the EEO Program.

EXTERNAL DISSEMINATION

- Including an "Equal Opportunity Employer" statement in all advertisements for recruiting employees and contractors
- Notifying all subcontractors and vendors in writing of the EEO Policy and requiring them to commit to the policy
- When issuing press releases and/or posting public information and notices, Lextran will reach out to all media sources and contacts including those serving specific groups (minority, women, and disabled, etc.).

Lextran's EEO Policy and Program are public documents and will be made available upon request to job applicants, current employees, and the general public.

DESIGNATION OF PERSONNEL RESONSIBILITY

Lextran's Board of Directors is the point of final authority and is responsible for ensuring the implementation of Lextran's EEO Program. The Board executes this EEO Program by delegating its administration and authority to the General Manager. The General Manager, via board resolution approval, appoints the EEO Officer. Leadership staff within each department will be responsible for their respective department's EEO Program implementation and progress.

Overall, the responsibilities of everyone at Lextran, especially those in a leadership role, are to:

- Participate in periodic audits of all aspects of employment in order to identify, and remove barriers to achieve goals and objectives of this program
- Hold regular discussions with those in leadership roles to ensure policies are being followed
- In conjunction with the EEO Officer, maintain the human resource information systems so that reports and analysis can be made
- Cooperate with the EEO Officer in information review and investigations
- Encourage employee participation to support this EEO Program

Lextran's EEO Officer reports directly to the General Manager. The responsibilities of Lextran's EEO Officer are as follows:

- Supporting the development of developing the written EEO Program
- Assisting leadership staff in collecting and analyzing data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals
- Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where proactive action is needed
- Reviewing Lextran's nondiscrimination plan with all managers and supervisors to ensure that the policy is understood
- Concurring in the hiring and promotion process
- In conjunction with Human Resources, periodically reviewing employment practices and policies, such as, hiring, promotions, training, complaint process, reasonable accommodation policies and procedures, performance evaluations, grievance procedures, and union agreements
- Reporting at a minimum semiannually to the GM on each department's progress in relation to Lextran's goals and on contractor and vendor compliance
- Serving as a liaison between the agency, Federal, State, County, and Local Governments regulatory agencies and community groups representing minorities, women, and persons with disabilities, and others
- Maintaining awareness of current EEO laws and regulations and ensuring laws and regulations affecting nondiscrimination are disseminated to responsible officials
- Investigating or supporting the investigation of complaints of EEO discrimination or unlawful harassment by using outside legal counsel

- Providing EEO training for Lextran employees and leadership staff
- In conjunction with Human Resources, advising employees and applicants of available training programs and professional development opportunities and Lextran's employment requirements
- Auditing postings of the EEO Policy Statement to ensure compliance information is up to date

Although the EEO Officer is primarily responsible for implementing the EEO Program, all officials, managers and supervisors are responsible for ensuring Equal Employment Opportunity and must not discriminate based on a protected class.

EEO responsibilities for officials, managers and supervisors include but are not limited to the following:

- Assist in identifying problem areas and establishing company and department goals and objectives.
- Contribute to and participate in local minority organizations, women's and disabled groups, community action organizations and community service programs.
- Participate actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives.
- Hold regular discussions with other managers, supervisors, and employees to assure the company's policies and procedures are being followed.
- Review the qualifications of all employees to assure that minorities, people with disabilities, and women are given full opportunities for transfers, promotions, training, salary increases, and other forms of compensation.
- Participate in the review and/or investigation of complaints alleging discrimination.
- Conduct and supports career counseling for all employees.
- Participate in periodic audits to ensure that efforts for EEO compliance are in order.
- Participate in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives.
- Provide monthly employment data information regarding their department.



UTILIZATION ANALYSIS

WORKFORCE ANALYSIS

Lextran's utilization analysis uses the EEO-4 job categories. The following chart relates the EEO-4 categories with the Lextran job title and number of employees holding that job title as of December 31, 2019. There are no Protective Service Worker positions at Lextran.

EEO-4 Category	Title	Number with job title
Officials and Administrators	Director	5
	Assistant General Manager*	1
	General Manager*	1
Professionals	Training Manager	1
	Maintenance Trainer/Manager	1
	Finance Coordinator	1
	Manager of Schedules and Service	1
Technicians	IT Technician	2
Protective Service Workers	N/A	
Paraprofessionals	Information Technology Coordinator	1
	Planning Coordinator	1
Administrative Support	Payroll Finance Coordinator	1
	Compliance Coordinator	1
	Marketing Coordinator	1
	Community Relations Manager	1
	Customer Service Supervisor	1
	Human Resource Specialist / Assistant	2
	Customer Service Representative	5
	Purchasing Assistant	1
	Administrative Projects Coordinator	1
	Risk Management Coordinator	1
	Maintenance Shift Supervisor	5
	Transportation Supervisor	11
	Maintenance Parts Manager	1
Skilled Craft Workers	Mechanic (A and B) / Maintenance Technician	16
Service-Maintenance	Facility Maintenance Manager	1
	Facility Maintenance Technician	1
	Utility Worker	5
	Service Worker	13
	Bus Driver / Coach Operator	124
	Parts Clerk	1

AVAILABILITY ANALYSIS

Lextran's utilization analysis (Appendix A)¹ includes the current workforce analysis including the number of employees and salary ranges for each job category as of December 13, 2019. The current workforce is also broken down by race and gender. Additionally, the utilization analysis outlines the current availability of minorities and women in the workforce broken down by each EEO-4 job category and compared to the relevant labor market. For this report, the reasonable recruitment area numbers and estimates were derived from the five-year American Community Survey² for the Lexington-Fayette Kentucky Metropolitan Statistical Area (MSA); Fayette, Scott, Bourbon, Woodford, Jessamine and Clark Counties. This information on general and detailed occupations from the civilian labor market reflects the availability of persons in the labor market with the requisite skills for specific occupational categories. The 2010 Census Occupation Classification list was cross-referenced with Lextran job descriptions to find the most accurate match.

The percentage of available minorities or women within a specific classification varies depending upon the classification of jobs being recruited. Lextran regularly recruits applicants from the areas defined in the Lexington-Fayette MSA, and establishes position fulfillment based on applicant knowledge, skillset and experience required. For higher level positions that require more experience and higher education, Lextran recruits not only from the Lexington-Fayette MSA but nationally as well. The efforts to reach applicants nationally are through transit geared employment websites, applicable associations, and so forth.

The results of Lextran's Utilization Analysis are as follows:

- There is a 25 percent underutilization rate for White, Female Professionals, but it is not ranked as underutilized. This category will be monitored as positions change or open to address this slight underutilization.
- In the Technicians category, white females are underutilized and the number needed to reach parity is one employee. As these positions change through attrition or termination, efforts will be made to address this underutilization.
- In the Administrative Support category, white females are underutilized by 23% and number needed to reach parity seven employees.
- In the Service-Maintenance category, white females and Hispanic/Latino females are underutilized, with the need to hire 26 and 2 employees respectively.

¹ Some job titles also have working titles, which are used interchangeably and are indicated by a slash (/); Executive team includes Lextran's General Manager and Assistant General Manager who are "Transit Related Employees" as they are contract employees through a management contract with Transdev.

² Sources: <https://egov.eeoc.gov/eo4/pdf/EEO4Instructions.pdf> AND https://occupationalinfo.org/indset1_7119.html
<https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

GOALS AND TIMETABLES

Over the next four years, Lextran's goal is to consistently recruit and employ minorities and females in all job categories and at all levels whenever possible. This goal is undertaken with full consideration as to the availability of persons in this area who possess the requisite skills. The goal is to attain a balanced workforce that is not only consistent with the percentage of minority and female population in the Lexington-Fayette MSA, but also cognizant of the staffing needs of Lextran.

Lextran will continue to work with high schools, trade schools, and colleges/universities in order to market and recruit potential employees in job categories where underutilization exists. The recent increase in STEM programs may provide some benefit to Lextran as many of the underutilization are in categories that are not typically held by females or minorities. Further, Lextran will hold at least two job fairs per year to promote and explain specific roles.

PROGRESS AGAINST PRIOR GOALS

In the development of this plan, the goals from Lextran's 2015 EEO Program Plan were reviewed. The previous plan noted underutilization of females in the Operative category (the 2015 plan used the EEO-1 categories). Since then, Lextran recruitment efforts resulted in an increase in minority females but not an increase in white females. The attendance of female focused job fairs resulted in more female interviews. These efforts will continue in the next four years.

In the previous plan, underutilization was identified for females in the Administrative Support category, which remains as does underutilization for females, both White and Hispanic, in the Service-Maintenance category.

Significant efforts have been made to improve hiring and retaining employees since Lextran's 2015 EEO Program submittal. An online application system that showcases open positions on popular job sites (such as Career Builder, Indeed, and Linked-In) was implemented to promote and track applicants. Lextran expanded recruiting efforts by pairing team members from Human Resources and Community Relations to attend career fairs and other community events to promote open positions. In addition, Lextran's new headquarters facility helps to attract and retain employees to the workplace.

GOALS FOR 2020 to 2024

The majority of Lextran job categories have relatively low turnover and currently there are no position additions anticipated. For this reason, where categories statistically show underutilization, the percent goal per year will be zero in part because of the small numbers of positions needed per category to reach parity. When positions become open in an underutilized category, efforts will be made to recruit applicants from the labor market that will improve parity in that category.

Technicians: This category is not shown as Underutilized but there is a 25 percent underutilization. Efforts will be made to recruit white females when and if positions become open, or if additional positions are added.

Administrative Support: There is a 23 percent underutilization rate in this category with a need to hire seven employees in order to address the underutilization. This category is evenly split between male and female and minority male and minority female. However, the underutilization stems from the local labor market being comprised of more white females. Efforts will be made to recruit white females when and if positions become open, or if additional positions are added.

Service-Maintenance: There is an 18 percent and 2 percent underutilization for white females and Hispanic females in the Service-Maintenance category. This category includes Bus Drivers/Coach Operators and Service Workers, which are two positions that do have higher job turnover relative to other positions in the agency. A specific focus will be made to recruit minority females to this category in order to reach parity.

Lextran will continue to participate in local educational institution career days to increase community awareness of career opportunities in the transit industry. In addition to notifying female and minority agencies of position openings, Lextran will strive to develop programs that attract female applicants to the position of Operator. Extra efforts will include Lextran's expanded on-line recruiting, women's employment centers, and outreach to the state Employment centers. All assumptions and goals will be reviewed and revised as needed.

Lextran has developed relationships with local organizations to increase female awareness of career opportunities. Local organizations such as the Kentucky Workforce Commission, Military transition groups, Educational Institutions, Employment Assistance Centers, and certain public media resources might be notified of position openings as they occur. Lextran has and will continue to actively pursue agencies that work specifically with women to provide employment information.

ASSESSMENT OF EMPLOYMENT PRACTICES

The nature of skill sets needed to provide high-quality transportation requires Lextran to recruit personnel with varying levels of experience and abilities. Recruitment of positions may be local, state, and/or national, depending on the position.

RECRUITMENT AND SELECTION

Lextran actively seeks minorities and women for existing and future employment. A variety of recruitment sources are utilized including, but not limited to:

- Well known job search sites and search engines;
- Kentucky Career Center;
- Society for Human Resource Management;
- Women Leading Kentucky events;
- Local universities, community colleges, and vocational schools as appropriate;
- Workforce Development agencies and organizations, especially those that focus on minority candidates, veterans, or people with disabilities. minority agencies; and,
- Other local social service agencies, e.g. Jubilee Jobs, Community Action Council, Senior Center, Mayor's Commissions for People with Disabilities and Senior Services.

Lextran also participates in job fairs in the community in addition to notifying minority and female agencies of job openings. Lextran will continue efforts to recruit military personnel for positions. This demographic often includes minorities, women, and technically specialized individuals for the operative and skilled craft categories. It has been a challenge to find female mechanics but by developing relationships with military agencies we can increase our chances of fulfilling this goal.

When a position becomes available within a department, the department's Director notifies Human Resources. With approval from the General manager, Human Resources will begin the recruitment process. All openings are posted on Lextran's website, www.lextran.com, as well as job specific sites or resources. Open positions are also posted in-house on employee bulletin boards. This demonstrates the company's philosophy to promote and recruit from within the organization.

Open positions may also be advertised in local publications and news media channels, and promoted through local social service agencies, accredited associations, training organizations, and applicable websites such as the Kentucky Career Center. Employment inquiries from interested parties are also forwarded to Human Resources. Lextran also works closely with local employment improvement programs such as the Commercial Driver's License (CDL) program at the local Community Action Council.

Depending on the position, an advertisement may be placed in local publications, Career Builder, Transit Talent website and/or the trade journal "Passenger Transport." While the position is open, individuals may apply online on our website. Those who express interest by other means, such as emailing directly or walking into the main Lextran office are directed to our website for the online application system. There is a public computer in the lobby for applicants to complete the electronic

application on-site. At the completion of the application period, the profile of each applicant is reviewed and screened for appropriate qualifications.

The most appropriately qualified applicants are scheduled for screening interviews with a member of the Human Resource Department staff and the appropriate departmental staff member. During the initial interview, applicants are given specific details regarding the position for which they applied and additional information about the organization. If there are any questions regarding their application and/or resume, they are asked during this initial interview. For administrative positions, individuals are selected based on their application, interview, and references. For those positions which require the operation of a company vehicle, a Department of Motor Vehicles Motor Vehicle Report is requested to review the applicant's driving record.

Screening interviews may result in qualified candidates, depending on the position, being scheduled for a second interview with the Department Manager, Supervisor, Director, and/or General Manager. This interview team will select the most suitable individual(s) for the position.

Upon an offer of conditional employment, the applicant will then need to authorize and successfully complete a background investigation that includes a pre-employment physical, a pre-employment drug screen, criminal background and reference checks. Certain positions which require a Commercial Driver's License must satisfy the Department of Transportation's physical regulations, drug screens and reference checks. Drug screens must be negative. If the drug screen result is positive, the applicant may only reapply after presenting documentation of a Federal Transit Administration (FTA) recognized rehabilitation program.

Additional detail regarding the hiring process is available in the Employment Practices Chart found in Appendix B.

TESTING

Currently, applicants applying for an operator position must complete an assessment test before the initial interview is scheduled. The assessment tool currently in use is the Select Advantage Coach Operator Assessment. This test is administered by the Human Resources Department and scored by the third-party contractor that provided the test. The contractor provides the list of applicants that passed the assessment to the Human Resources Department and those applicants may move on to the next stage of the application process.

The Select Advantage Coach Operator Assessment tool measures a candidate's strengths against the requirements for success as an operator. This assessment's validation for job performance and nondiscriminatory impact is backed by their Bus Operator Content Validity Study, Bus Operator Criterion Validity Study, and Transit Adverse Impact Study; these can be reviewed upon request. The candidate's score on the Select Advantage Coach Operator Assessment determines if they advance to the next stage in the hiring process (an in-person interview).

Operator and maintenance trainees who do not have a CDL when hired will spend the first week of the training program preparing to take the written CDL permit exam. A trainee has three opportunities to



pass the exam. If they do not pass the exam on the third attempt, they may reapply to Lextran and reenter the Operator Training Program at a later date.

PROMOTIONS AND TRANSFERS

Lextran encourages all employees to seek upward mobility within the company. Lextran invests in their employees by providing feedback, training and educational programs, counseling for promotional opportunities, and sending them to leadership trainings and conferences when appropriate and included in the budget. The management team is trained on proper interview techniques and consistent questioning so each applicant, internal or external, receives a fair and equal interview.

Employees are made aware of all open positions and some positions are only made available for internal application. The information is posted on the Employment Opportunities bulletin board and verbally provided by the department Directors. Employees are directed to apply on the Lextran website. Lextran ensures that all employees have full knowledge of lateral or upward mobility.

SENIORITY PRACTICES

The majority of Lextran's workforce is protected under a collective bargaining agreement, which includes seniority practices that are executed in a nondiscriminatory fashion without regard to race, color, age, sex, religion, national origin, disability, sexual orientation, gender identification, veteran status or any other characteristic or status protected by law. Seniority ranking begins at the start of the first day of a new Operator class. At the start of the new class, the Commercial Driver's License (CDL) status of each Operator Trainee is determined. If an Operator Trainee possesses the appropriate CDL that individual is given the highest-class seniority position. A random selection is conducted to assign seniority positions if multiple trainees possess the appropriate CDL. Trainees without a CDL are assigned class seniority positions based on a random draw and this rank is used to schedule the CDL testing. If a Trainee fails to successfully complete the CDL test they drop to the bottom of the class seniority list. The random draw order is used to schedule the Route Review. If a Trainee fails to successfully complete the Route Review, they drop to the bottom of the class seniority list. The new Bus Operator's seniority date is established at the successful completion of the Route Review. This seniority date is used for benefits, eligibility for benefits and all future route assignments. The up-to-date and revised seniority roster is accessibly posted monthly.

The Lextran Mechanics, Service Workers and Utility Workers also adhere to seniority policies and procedures, as described in the Collective Bargaining Agreement. Their seniority is established from the date and time of day an employee enters service. Classification seniority is determined by the length of continuous service in the same classification. This seniority status is utilized for benefits, eligibility for benefits and considered when a vacancy occurs in the department.

Administrative staff are subject to seniority with regard to layoffs or reduction in force, with a 'last in, first out' policy in place.

TRAINING

The Training Department coordinates internal and external training programs for all Lextran employees. All training is mandatory and includes all employees. Additional, job function specific training is offered by department, e.g. maintenance technicians would receive different training than a payroll coordinator. The Training department also disseminates information on training activities to department heads for the employees under their supervision. Every new hire must attend a full day orientation program. The orientation provides information regarding all Lextran rules, policies, procedures and benefits.

Operators participate in a nine-week Operators Training Course to ensure consistent training is presented to all new hires. After hire, all employees participate in annual refresher courses on driving, sensitivity training, customer service and other programs. Continued training sessions are required for all employees to ensure non-discrimination.

The Maintenance department has specific on-going training programs as well. They regularly attend continuing education on the Original Equipment Manufactures mechanical updates, Forklift Training, Lockout Tag Out refresher training, Hazard Communications Trainings and OSHA Training to name a few.

Supervisors and Management employees receive refresher in-house training on all policies and federal laws and regulations such as Discrimination, Unlawful and Sexual Harassment, Retaliation, Reasonable Accommodations, Substance Abuse, ADA Compliance, EEO/Employment Laws, and Civil Rights Compliance, etc.

COMPENSATION ADMINISTRATION

Salaries, compensation and benefits for employees covered by collective bargaining are determined through the local Union's negotiation process and are generally set for a three-year time period. The current compensation structure is set for these employees regardless of any EEO category and is not tied to individual job performance. Employees governed by a collective bargaining agreement with the Amalgamated Transit Union include Operators, Mechanics, Service Workers, and Utility Workers.

Employees not covered by the collective bargaining are considered 'at-will' and their salary and compensation are determined at the time of hire. Annually, through a performance evaluation process, their salary and job functions are reviewed by their immediate supervisor. Based on individual performance and successful completion of job functions and goals set in the prior year, employees are eligible for a merit increase, a market adjustment, or a new position.

EMPLOYEE BENEFITS

Lextran benefits include health insurance, dental insurance, term life insurance, disability programs, paid holidays and sick days, vacation, an Employee Assistance Program (EAP) and a retirement plan. The benefits available to Lextran employees may differ slightly, based on bargaining unit designation (Union employees receive benefits pursuant to the collective bargaining agreement). All benefits are



made available on a non-discriminatory basis shortly after hire date. Changes in group-based coverage are made available to each employee during Open Enrollment which occurs annually.

DISCIPLINARY PRACTICES

Lextran follows a progressive discipline process with a due process and fair and equitable hearings and grievance process for all employees, regardless of EEO status or of coverage in the collective bargaining unit.

Employees covered under collective bargaining are subject to rules and discipline pursuant to the *Lextran Performance Code of Conduct*, which explains rules and procedures and describes the discipline process. The process follows a progression of coaching and verbal corrections; verbal warning, or documented verbal warning, written warning; suspension; and ultimately termination. A similar progressive discipline process is used for administrative and supervisory staff. Employees covered under the collective bargaining agreement have a grievance and arbitration process defined in the collective bargaining agreement. Administrative employees would follow the *Employee Handbook for Administrative Employees* if they had issue with any discipline issued to them, which includes talking to his or her supervisor and the Director of Human Resources.

LAYOFF AND RECALL

Employees covered by a labor agreement have defined provisions for layoff and recall, primarily based on seniority, a list of which is compiled by the company and reviewed regularly with the union. A layoff of employees not covered by a labor agreement will follow the process outlined in the employee handbook and is a 'last in, first out' practice.

STATISTICAL IMPACT OF EMPLOYMENT PRACTICES ON MINORITIES AND WOMEN

The charts in Appendix B show Lextran's Employment Practices with regard to Hiring, Promotion/Transfer, Disciplinary Actions and Terminations. Trainings, which are offered and required for all employees to attend, are not detailed. The following charts and explanations provide additional details on each practice. The source of this data is a combination of paper applications, Microsoft Excel files, Paycor software data, Newton applicant tracking software, and the now in current use Paycom software.

Hiring

Lextran's human resource information systems software, Paycom, includes a number of features, one of which is an online hiring and applicant tracking system, available at www.lextran.com. It allows applicants to self-identify or not and includes options and privacy protocols. To note, the data included in this section is from three applicant sources: paper applications, and two different online applicant tracking system. Moving forward, the system in place will provide a consistent method for self-identification and applications that do not self-identify.

With regard to hiring, the analysis indicates adverse impacts including black and white males and black females in the Officials and Administrators category. Since 2015, there have been three openings for positions in this category so turnover is generally low. As positions open, targeted

efforts will be made to recruit from these EEO categories. These positions are always advertised nationally and throughout the transit industry specific portals such as Transit Talent, the American Public Transit Association, Mass Transit, Metro magazine or other job specific groups, such as Society for Human Resource Management, American Planning Association, etc.

Promotions

There are a number of internal promotions and transfers at Lextran and often Service-Maintenance and Skilled Craft Workers are promoted or transfer into another EEO-4 Category. There are a few adverse impacts, including a lack of white females being promoted to Officials and Administrators (although one white female was an external hire). There were no white females or black males promoted to the Professionals category. There is an adverse impact for promotions in the Technicians category (although there are only 2 positions in this category). Within the Administrative Support category, there is an adverse impact for white and minority males, white and black females.

Terminations

Following a clear path of progressive discipline, there are instances when employees are terminated. The adverse impacts for terminations are an adverse impact of one white male. This was the only termination in this category for Officials and Administrators. In the Administrative Support category, there is an adverse impact of two black males over the time period. These were in two different departments. There was one black male that was terminated in the Skilled Craft category, which shows an adverse impact in part due to the high percentage of white males in this classification. This high percentage of white males in the maintenance department appears to be a perennial challenge for Lextran but the maintenance industry as well. The Service-Maintenance classification comprises the largest total of Lextran employees and adverse impacts appear for both white and black males and females. Given the turnover rate in this classification, this adverse impact may be arithmetic in nature as the overall diversity in the classification and department is strong (with the exception of white females, per the Utilization Analysis presented earlier in this document).

Discipline

Progressive discipline as described earlier includes a series of coaching, verbal warnings, written warnings, suspension and ultimately termination. All employees are made aware of policies, rules and procedures starting with the new hire training and continuing throughout their employment. This includes distribution of handbooks, policy memos and training curricula.

Adverse impacts appear for females generally, black and white females and males, and minority (two or more race) males. Given the overall distribution of race and gender in this category, these adverse impacts are not related to any employment practice or procedure at Lextran.

INDIVIDUALS WITH DISABILITIES AND VETERANS

Lextran will continue efforts to recruit people with disabilities and veterans or active military. A number of opportunities to recruit these categories have been developed through partnerships with local groups including, Commission on Veterans Affairs, the Commission for People with Disabilities,



the Mayor's Senior Service Commission. Lextran staff serve directly on these commissions and/or have built professional relationships with members of these commissions. Additionally, Lextran works directly with direct hire staffing firms to recruit veterans. Not every veteran chooses to self-disclose on their application so the percentage of hires may look lower.

Lextran's Reasonable Accommodation Policy helps to ensure equal opportunity in the employment process and enables a qualified individual with a disability to perform the essential functions of a job and enables an employee with a disability to enjoy equal benefits and privileges of employment. The only time an accommodation may not be provided is if the request would cause undue hardship on the company such as displacing a fellow employee. Since the last program update, there were 59 self-identified disabled applications and out of this number nine people were hired.

MONITORING AND REPORTING

The EEO Officer meets with the General Manager each month to review compliance and progress regarding Lextran employment practices. The reports, analysis and discussion from these meetings inform decisions about potential changes that may need to be made. Since the installation of Paycom, the Human Resources Information System (HRIS) software currently in use, which includes an applicant tracking system, payroll processing, reporting capabilities, and other functionality, the reporting and analysis is much more seamless and can be more readily available when and if issues arise in addition to regular reporting.

The EEO Officer is responsible for the effective implementation of the EEO Program Plan; however, responsibility is likewise vested with each department Director, Manager, and Supervisor. Lextran's audit and reporting system is designed to:

- Measure the effectiveness of this program.
- Document personnel activities.
- Identify problem areas where remedial action is needed.
- Determine the degree to which Lextran EEO goals and objectives have been obtained.

The following personnel activities are reviewed to ensure non-discrimination and equal employment opportunity for all individuals without regard to their race, color, national origin, gender, sex, or disability:

- Recruitment, advertising and job application procedures.
- Hiring, promotion, transfers, upgrading, award of tenure, layoff, recall from layoff.
- Rates of pay and any other forms of compensation including fringe benefits.
- Job assignments, job classifications, job descriptions, and seniority lists.
- Sick leave, leaves of absence, or any other leave.
- Training, apprenticeships, attendance at professional meetings and conferences.
- Disciplinary actions, terminations, suspensions, and demotions.
- EEO complaints.
- Any other term, condition or privilege of employment.

The following documents are maintained as a component of Lextran's internal audit process:

1. An applicant flow log showing the date of application, position applied for, applicant's name, referral source, race, sex, veteran status, interview status, and action taken for all individuals applying for job opportunities.
2. Summary data of external job offers, hires, promotions, resignations, terminations, and layoffs by job group, sex, and minority group identification.
3. Summary data of applicant flow by identifying total applicants, total minority applicants, and total female applicants for each job category
4. Maintenance of employment applications (not to exceed one year).
5. Records pertaining to Lextran's compensation system.

Lextran's audit system includes periodic reports which document Lextran's efforts to achieve EEO responsibilities. Department Managers and Supervisors are asked to report any current or foreseeable EEO problems and are asked to outline their suggestions or recommendations for solutions. If problems arise, the Department Manager is to report such concerns to the EEO Officer. The Organizational Chart (included as Appendix C) outlines the reporting chain of command as of December 31, 2019.

During the reporting period, the following will occur on an annual basis:

1. The EEO Officer will discuss any problems relating to significant rejections, EEO charges, etc. with the General Manager.
2. The EEO Officer will report the status of Lextran's goals and objectives to the General Manager. The EEO Officer will recommend remedial actions for the effective implementation of the EEO Plan.

The EEO Officer will meet on at least an annual basis with the General Manager, and any recommended top management, to review the effectiveness of the EEO Program Plan and submit recommendations, as necessary, regarding changes or improvements. The EEO Officer is empowered to then develop and implement any changes to practice or policy needed within the Company to more effectively address/implement the goals, guidelines, and commitments set forth in the Plan.

CONTRACTOR COMPLIANCE

It is the policy of Lextran that all contractors, professional service contractors, suppliers, and vendors doing business with Lextran support the EEO policies of this organization. The following regulations shall be followed by all departments:

- 1) Department heads will notify the EEO Officer of all contracts awarded by that department, the name of the contract recipient and the amount of the contract.
- 2) All Lextran procurements shall include language that the contractor or supplier agrees to the following:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or handicap.
 - b. The contractor will state in all solicitation or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, and national origin and handicap.
 - c. Contractors who are awarded major contracts may be required to submit a signed Equal Employment Opportunity agreement, a workforce analysis form, and a copy of their Affirmative Action Plan containing goals, objectives, and timetables for achieving those goals and objectives. It is the responsibility of the EEO Officer to monitor compliance in all procurements.
- 3) Non-compliance with any of the above requirements shall be reported forthwith and shall be cause for possible:
 - a. Suspension of contract,

- b. Debarment from future bidding, and
- c. Hearings and court action under the laws applicable for such non-compliance.

COMPLAINT PROCESSING

The EEO Officer is responsible for managing the EEO compliance functions for Lextran. Additionally, internal information on discrimination complaints received by Lextran is maintained in an EEO Case Log. The information is periodically reviewed for departmental trends and to identify any problem areas of need. The information is provided to the General Manager for consideration.

These policies and procedures serve as means to self-audit and monitor Lextran's performance and progress in meeting EEO goals and objectives. They also serve to identify problem areas and develop customized solutions/responses to areas of need.

WHO MAY FILE A COMPLAINT

Any person that believes they have been or are being subjected to unlawful harassment or discrimination on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class may file a complaint.

The complainant or their authorized representative must file their complaint in writing and contain the complainant's or their authorized representative's signature.

All applicants and employees have the right to file a complaint alleging discrimination. Retaliation against an individual who engages in a protected activity is strictly prohibited and will not be tolerated. Protected activities include filing a charge or complaint of discrimination as well as participating in a Title VI discrimination proceeding such as an investigation or lawsuit.

These procedures do not deny an individual the right to file a formal complaint with other local, state, or federal agencies, or to seek private counsel for complaints alleging discrimination. The complaint procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensation for the complainant.

HOW TO FILE AN EEO COMPLAINT

An applicant alleging discrimination may request an EEO Complaint Form by selecting one of the following options:

IN PERSON: The complaint form is available on the second floor of the Administrative Offices

MAIL: Submit a request in writing to the Lextran EEO Officer at:

Lextran

ATTN: Equal Employment Opportunity Officer

200 W. Loudon Ave.

Lexington, KY 40508



PHONE: A request may be made via phone by contacting the EEO Officer at 859-255-7756

ONLINE: Employees may file a complaint using an anonymous Ethics and Compliance hotline, operated by Lighthouse Services

Phone: 844-990-0002

Online: www.lighthouse-services.com/lextran

Email: reports@lighthouse-services.com (employees should include "Lextran" name in their report or email)

A complainant may also file an EEO complaint with the following agencies:

Lexington-Fayette Urban County Human Rights Commission

342 Waller Ave, Ste. 1A

Lexington, KY 40504

Phone: 859-252-4931

Fax: 859-252-7057

Email: lfuchrc@qx.net

Equal Employment Opportunity Commission (EEOC)

600 MLK Jr. Place, Ste. 268

Louisville, KY 40202

Phone: 1-800-669-4000

Fax: 502-582-5895

TTY: 1-800-669-6820

ASL Video Phone: 844-234-5122

Federal Transit Administration (FTA)

Federal Transit Administration

Office of Civil Rights

Attention: Complaint Team

East Building, 5th Floor – TCR

1200 New Jersey Avenue, SE

Washington, DC 20590

Phone: 888-446-4511

ASSISTANCE FILING A COMPLAINT

If a complainant(s) requires assistance filing a complaint, they may contact the EEO Officer by calling 859-255-7756, and make an appointment.

TYPES OF COMPLAINTS

FILING AN INFORMAL COMPLAINT

1. An employee or applicant alleging discrimination, harassment, or retaliation can file an informal complaint with the EEO Officer. The complaint must be filed within 180 calendar days of the alleged act of discrimination, harassment, or retaliation. If the employee or applicant's allegations are deemed as discriminatory, harassment, or retaliation then the allegations will be investigated informally.
2. An informal complaint does not have to be submitted in writing.
3. Upon receipt of the complaint the EEO Officer will contact by phone the complainant within five business days of receiving the complaint to acknowledge receipt of complaint.
4. The goal of the informal complaint process is to bring the alleged discrimination, harassment, or retaliation to the attention of leadership and try to determine whether the allegations can be solved informally through facilitated discussion.
5. If a resolution is reached informally the employee or applicant will sign a letter of resolution with Lextran outlining the terms of the resolution.
6. If a resolution cannot be reached informally then the employee or applicant may file a formal complaint.³
7. The complaint(s) may circumvent the informal complaint process and file a formal complaint (in writing) at any time.

FILING A FORMAL COMPLAINT

1. An employee or applicant alleging discrimination, harassment, or retaliation can file a formal complaint with the EEO Officer. The complaint must be filed within 180 calendar days of the alleged act of discrimination, harassment, or retaliation. If the employee or applicant's allegations are deemed as discriminatory, harassment, or retaliation then the allegations will be investigated formally.
2. Upon receipt of the complaint the EEO Officer will contact the complainant(s) in writing within 5 business days of to acknowledge receipt of the complaint. The acknowledgement will explain if the complaint is under the jurisdiction of the Lextran EEO Officer and if the allegations warrant an investigation.
3. If the complaint is within the purview of the EEO Officer, the EEO Officer will notify the leadership staff of the department(s) affected by the investigation. If the
4. The EEO Officer will contact the respondent to inform them of the allegations and allow them the opportunity to respond by submitting documentation, witness names, and other pertinent information.
5. The EEO Officer along with legal counsel as needed will conduct the investigation by interviewing the complainant, the respondent, and all witnesses. The investigation will also

³ Failure to return completed and signed complaint form within 60 days may result in a closure of the complaint.

include reviewing official files and records (e.g. timesheets, personnel files, disciplinary actions, employment application, etc.)⁴.

6. The EEO Officer will review statistical data (promotions, demotions, terminations, new hires, compensation, etc.) relevant to the allegations documented in the complaint.
7. The EEO Officer will request signed statements from all individuals interviewed during the course of the investigation.
8. The investigation process for a formal complaint should not exceed 60 days from the date the EEO Officer receives the completed and signed complaint form.
9. The investigation process may be extended by 30 days. In the event an extension is necessary the EEO Officer will notify the complainant in writing.
10. At the completion of the investigation, a letter of finding will be sent to the following:
 - Complainant(s)
 - Respondent
 - Director of the complainant's department
 - Director of the respondent's department
 - Human Resource Director
 - General Manager

INCOMPLETE COMPLAINTS

If a complaint is considered incomplete or during the investigation process additional information is necessary, the Lextran EEO Officer will contact the complainant(s) within 15 working days from which the complaint was received in order to request additional information. The complainant(s) will have 30 business days from the date of request to provide the requested information. Failure to provide the requested information within the allocated timeframe may result in administrative closure of the complaint.

WITHDRAWING A COMPLAINT

1. If a complainant wishes to withdraw a complaint of discrimination, harassment, or retaliation, the complainant(s) must submit a written request explaining the reason(s) for the withdrawal to the EEO Officer.
2. The EEO Officer must accept the withdrawal request unless it is determined that either of the following has occurred:
 - a. The complainant(s) was coerced and/or harassed to withdraw the complaint
 - b. The nature of the allegation(s) warrants further investigation
3. If the complainant's withdrawal request is accepted the EEO Officer will notify the pertinent individuals in writing of the request and acceptance to withdraw the complaint.
4. If the complainant's withdrawal request is denied the EEO Officer will notify the complainant in writing of the denial to accept the withdrawal request.

Note: All investigative files will be kept for a period of 5 years.

⁴ If an individual has obtained legal counsel, they should provide the contact information of their counsel, so that all communication and correspondence can be directed to counsel.

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APPENDIX A - UTILIZATION ANALYSIS

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S		T		U		V						
Job Category		Salary Range		All		WM		MM		WF		MF		W		AI/AN		B		H/L		A		Male		NHOPHI		Multi		W		AI/AN		B		H/L		Female		A		NHOPHI		Multi				
Use EEO-4		(\$XX,000-XX,000)																																														
1	1 - Officials & Administrators	62900 - 150,000		7	4	0	3	0	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<-Entry			
2	Current Workforce	62900 - 150,000		7	4	0	3	0	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<-Entry			
3	Percent in Category	^Entry			57.1%		42.9%		57.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	42.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
4	Percent of Availability	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry
5	Percent Underutilized	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
6	Underutilized (Yes/No)	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
7	Number Needed to Reach Parity	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
8	Planned percent increase Year 1	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
9	Planned percent increase Year 2	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
10	Planned percent increase Year 3	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
11	Planned percent increase Year 4	^Entry			57.1%		42.9%		57.0%	0.0%	0.0%	1.8%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.5%	0.0%	0.0%	2.2%	0.3%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
12	2 - Professionals	36,400 - 78,800		4	3	0	1	0	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<-Entry			
13	Current Workforce	36,400 - 78,800		4	3	0	1	0	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<-Entry			
14	Percent in Category	^Entry			75.0%		25.0%		75.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
15	Percent of Availability	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
16	Percent Underutilized	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
17	Underutilized (Yes/No)	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
18	Number Needed to Reach Parity	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
19	Planned percent increase Year 1	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
20	Planned percent increase Year 2	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
21	Planned percent increase Year 3	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
22	Planned percent increase Year 4	^Entry			75.0%		25.0%		37.2%	0.0%	0.1%	2.4%	0.9%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	3.0%	0.7%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
23	3 - Technicians	43,700 - 78,800		2	2	0	0	0	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<-Entry			
24	Current Workforce	43,700 - 78,800		2	2	0	0	0	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<-Entry			
25	Percent in Category	^Entry			100.0%				100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry		
26	Percent of Availability	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
27	Percent Underutilized	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
28	Underutilized (Yes/No)	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
29	Number Needed to Reach Parity	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
30	Planned percent increase Year 1	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
31	Planned percent increase Year 2	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
32	Planned percent increase Year 3	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
33	Planned percent increase Year 4	^Entry			100.0%				34.5%	0.0%	0.0%	2.1%	0.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.3%	0.0%	0.0%	5.2%	1.4%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<-Entry	
34	4 - Protective Service	n/a		0	0	0	0	0	-	-	-	-	-	-	-	-	-	-																														

DRAFT

APPENDIX B - EMPLOYMENT PRACTICES CHARTS

HIRES

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	20	15	17	11	-	-	3	4	-	-	-	-	-	-	-	-
Total Hires	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	5.0%	6.7%	5.9%	9.1%	N/A	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	75.0%	100.0%	64.7%	100.0%	N/A	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	No	N/A	N/A	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	9	2	8	2	-	-	1	-	-	-	-	-	-	-	-	-
Total Hires	2	1	2	1	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	22.2%	50.0%	25.0%	50.0%	N/A	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	44.4%	100.0%	50.0%	100.0%	N/A	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	No	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Number Applied	14	1	9	-	-	-	4	1	1	-	-	-	-	-	-	-
Total Hires	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	7.1%	0.0%	11.1%	N/A	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	NA	100.0%	N/A	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Number Applied	12	5	8	2	-	-	1	2	-	-	2	-	-	-	1	1
Total Hires	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	16.7%	0.0%	25.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	0.0%	0.0%
Ratio to Highest Rate	100.0%	NA	100.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	0.0%	0.0%
Potential Adverse Impact (Yes/No)	No	No	No	Yes	N/A	N/A	Yes	Yes	N/A	N/A	Yes	N/A	N/A	N/A	Yes	Yes
6 - Administrative Support																
Number Applied	74	179	44	66	1	-	23	102	4	3	1	1	-	1	1	6
Total Hires	6	12	5	8	-	-	1	3	-	1	-	-	-	-	-	-
Selection Rate	8.1%	6.7%	11.4%	12.1%	N/A	N/A	4.3%	2.9%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Ratio to Highest Rate	100.0%	82.7%	93.8%	100.0%	N/A	N/A	35.9%	24.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
7 - Skilled Craft																
Number Applied	59	1	45	-	-	-	10	1	4	-	-	-	-	-	-	-
Total Hires	18	-	15	-	-	-	2	-	1	-	-	-	-	-	-	-
Selection Rate	30.5%	0.0%	33.3%	N/A	N/A	N/A	20.0%	N/A	25.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	NA	100.0%	N/A	N/A	N/A	60.0%	N/A	75.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	Yes	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Number Applied	292	103	100	37	1	1	160	57	16	2	3	-	-	-	12	6
Total Hires	106	37	45	17	-	1	47	17	10	1	-	-	-	-	4	1
Selection Rate	36.3%	35.9%	45.0%	45.9%	N/A	N/A	29.4%	29.8%	62.5%	N/A	N/A	N/A	N/A	N/A	33.3%	N/A
Ratio to Highest Rate	100.0%	99.0%	72.0%	73.5%	N/A	N/A	47.0%	47.7%	100.0%	N/A	N/A	N/A	N/A	N/A	53.3%	N/A
Potential Adverse Impact (Yes/No)	No	No	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	Yes	N/A

Notes: The "Number Applied" field includes all applications, both internal and external candidates. People who did not disclose their race, ethnicity, or gender on their application could not be included. In addition, the number of applications might also be impacted by the transition from paper applications to an online applicant tracking system.

Persons with Disabilities	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Number Applied	31	28	15	12	1	-	12	13	1	2	-	-	-	-	2	1
Total Hires	6	3	6	3	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	19.4%	10.7%	40.0%	25.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A
Veterans																
Number Applied	44	9	15	3	2	-	23	5	1	-	2	-	-	-	1	1
Total Hires	6	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	13.6%	0.0%	40.0%	0.0%	0.0%	N/A	0.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	N/A	N/A

APPENDIX B - EMPLOYMENT PRACTICES CHARTS

PROMOTIONS

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOP		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	20	15	17	11	-	-	3	4	-	-	-	-	-	-	-	-
Total Promotions	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	10.0%	0.0%	11.8%	0.0%	N/A	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	N/A	100.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	Yes	N/A	N/A	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	9	2	8	2	-	-	1	-	-	-	-	-	-	-	-	-
Total Promotions	4	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	44.4%	0.0%	50.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	N/A	100.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	Yes	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Number Applied	14	1	9	-	-	-	4	1	1	-	-	-	-	-	-	-
Total Promotions	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	7.1%	0.0%	11.1%	N/A	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Number Applied	12	5	8	2	-	-	1	2	-	-	2	-	-	-	1	1
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	0.0%	0.0%
Ratio to Highest Rate	N/A	N/A	#DIV/0!	#DIV/0!	N/A	N/A	#DIV/0!	#DIV/0!	N/A	N/A	#DIV/0!	N/A	N/A	N/A	#DIV/0!	#DIV/0!
Potential Adverse Impact (Yes/No)	No	No	#DIV/0!	#DIV/0!	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!	N/A	N/A	N/A	#DIV/0!	#DIV/0!
6 - Administrative Support																
Number Applied	74	179	44	66	1	-	23	102	4	3	1	1	-	1	1	6
Total Promotions	6	4	4	3	-	-	2	1	-	-	-	-	-	-	-	-
Selection Rate	8.1%	2.2%	9.1%	4.5%	N/A	N/A	8.7%	1.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Ratio to Highest Rate	100.0%	27.6%	100.0%	50.0%	N/A	N/A	95.7%	10.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Potential Adverse Impact (Yes/No)	No	Yes	No	Yes	N/A	N/A	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
7 - Skilled Craft																
Number Applied	59	1	45	-	-	-	10	1	4	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	N/A	N/A	N/A	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	#DIV/0!	N/A	N/A	N/A	#DIV/0!	N/A	#DIV/0!	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	#DIV/0!	N/A	N/A	N/A	#DIV/0!	N/A	#DIV/0!	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Number Applied	292	103	100	37	1	1	160	57	16	2	3	-	-	-	12	6
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
Ratio to Highest Rate	N/A	N/A	#DIV/0!	#DIV/0!	N/A	N/A	#DIV/0!	#DIV/0!	#DIV/0!	N/A	N/A	N/A	N/A	N/A	#DIV/0!	N/A
Potential Adverse Impact (Yes/No)	No	No	#DIV/0!	#DIV/0!	N/A	N/A	#DIV/0!	#DIV/0!	#DIV/0!	N/A	N/A	N/A	N/A	N/A	#DIV/0!	N/A

Notes: Promotions are indicated here based on the EEO-4 category to which the employee was promoted. The "Number Applied" field includes all applications, both internal and external candidates. People who did not disclose their race, ethnicity, or gender on their application could not be included. In addition, the number of applications might also be impacted by the transition from paper applications to an online applicant tracking system.

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOP		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Persons with Disabilities																
Number Applied	31	28	15	12	1	-	12	13	1	2	-	-	-	-	2	1
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A
Veterans																
Number Applied	44	9	15	3	2	-	23	5	1	-	2	-	-	-	1	1
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	0.0%	N/A	0.0%	0.0%	N/A	N/A	0.0%	N/A	N/A	N/A	N/A	N/A

Notes:

APPENDIX B - EMPLOYMENT PRACTICES CHARTS

TERMINATIONS

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Total Workforce	4	3	4	3	-	-	-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	25.0%	0.0%	25.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Total Workforce	3	1	3	1	-	-	-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Total Workforce	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	50.0%	N/A	50.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Total Workforce	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Total Workforce	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Total Workforce	16	17	10	10	-	-	5	6	-	1	-	-	-	-	1	-
Total Involuntary Terminations	3	1	1	1	-	-	2	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	18.8%	5.9%	10.0%	10.0%	N/A	N/A	40.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A
Ratio to Lowest Rate	31.4%	100.0%	0.0%	0.0%	N/A	N/A	0.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	100.0%	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	Yes	No	N/A	No	N/A	N/A	N/A	N/A	No	N/A
7 - Skilled Craft																
Total Workforce	16	-	14	-	-	-	1	-	1	-	-	-	-	-	-	-
Total Involuntary Terminations	3	-	2	-	-	-	1	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	18.8%	N/A	14.3%	N/A	N/A	N/A	100.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	0.0%	N/A	N/A	N/A	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	Yes	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Total Workforce	106	37	45	17	-	1	47	17	10	1	-	-	-	-	4	1
Total Involuntary Terminations	22	13	10	4	-	-	12	7	-	-	-	-	-	-	-	2
Involuntary Termination Rate	20.8%	35.1%	22.2%	23.5%	N/A	N/A	25.5%	41.2%	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
Ratio to Lowest Rate	100.0%	59.1%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A
Potential Adverse Impact (Yes/No)	No	No	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	No	N/A

Notes:

- 1) The Total Workforce is the number of active or on-leave employees on December 31, 2019, e.g. budgeted positions for each EEO-4 category.
- 2) In the category for Service-Maintenance, one involuntary termination for a male did not disclose race and is not shown on the chart.

APPENDIX B - EMPLOYMENT PRACTICES CHARTS
DISCIPLINE

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Total Workforce	4	3	4	3			-		-		-		-		-	
Suspension	-	-	-	-			-		-		-		-		-	
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Written Warning	-	-					-		-		-		-		-	
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Documented Verbal Warning	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Total Workforce	3	1	3	1			-	-	-	-	-	-	-	-	-	-
Suspension	-	-					-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Written Warning	-	-					-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Documented Verbal Warning	-	-					-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

APPENDIX B - EMPLOYMENT PRACTICES CHARTS
DISCIPLINE

Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Total Workforce	2	-	2				-	-	-	-	-	-	-	-	-	-
Suspension	-	-			-		-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Written Warning	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Documented Verbal Warning	1	-	1		-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	33.3%	N/A	50.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
<Enter Discipline Type>	-	-			-		-	-	-	-	-	-	-	-	-	-
Discipline Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-

APPENDIX B - EMPLOYMENT PRACTICES CHARTS
DISCIPLINE

Discipline Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<Enter Discipline Type>	-	-				-	-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
5 - Paraprofessional																		
Total Workforce	2	-	2				-	-	-	-	-	-	-	-	-	-	<--Entry	
Suspension	-	-					-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Written Warning	-	-				-	-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Documented Verbal Warning	-	-				-	-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<Enter Discipline Type>	-	-				-	-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<Enter Discipline Type>	-	-				-	-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<Enter Discipline Type>	-	-				-	-	-	-	-	-	-	-	-	-	-	<--Entry	
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
6 - Administrative Support																		
Total Workforce	16	17	10	10			5	6	-	1	-	-	-	-	-	1	-	<--Entry
Suspension	1	-					1	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	6.3%	0.0%	0.0%	0.0%	N/A	N/A	20.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	0.0%	100.0%	100.0%	100.0%	N/A	N/A	0.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	No	N/A	
Written Warning	-	-					-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	No	N/A	

APPENDIX B - EMPLOYMENT PRACTICES CHARTS
DISCIPLINE

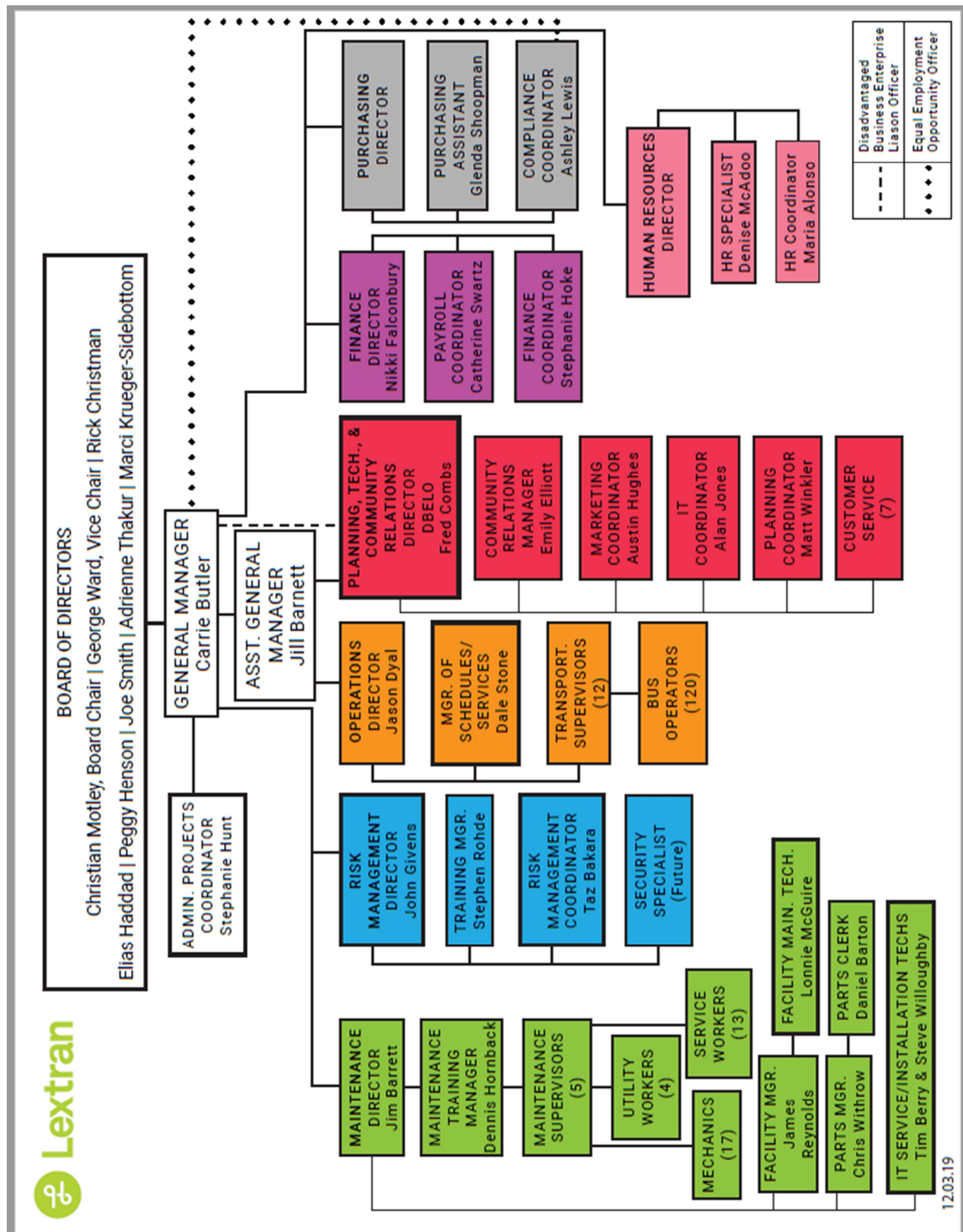
Documented Verbal Warning	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	No	N/A	
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	No	N/A	
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	No	N/A	
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	No	N/A	
7 - Skilled Craft																	
Total Workforce	16	-	14				1	-	1	-	-	-	-	-	-	-	<--Entry
Suspension	4	-	4		-		-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	25.0%	N/A	28.6%	N/A	N/A	N/A	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	N/A	0.0%	N/A	N/A	N/A	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	N/A	Yes	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Written Warning	15	-	12		-	-	3	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	93.8%	N/A	85.7%	N/A	N/A	N/A	300.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	N/A	0.0%	N/A	N/A	N/A	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	N/A	Yes	N/A	N/A	N/A	Yes	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Documented Verbal Warning	16	-	15		-	-	1	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	100.0%	N/A	107.1%	N/A	N/A	N/A	100.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	N/A	0.0%	N/A	N/A	N/A	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	N/A	0.0%	N/A	N/A	N/A	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8 -Service-Maintenance																	
Total Workforce	106	37	45	17		1	47	17	10	1	-	-	-	-	4	1	<--Entry
Suspension	97	58	41	22	-		47	25	5	3	-	-	-	-	4	8	<--Entry
Discipline Rate	91.5%	156.8%	91.1%	129.4%	N/A	N/A	100.0%	147.1%	50.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	
Ratio to Lowest Rate	100.0%	58.4%	54.9%	38.6%	N/A	N/A	50.0%	34.0%	100.0%	N/A	N/A	N/A	N/A	N/A	50.0%	N/A	

APPENDIX B - EMPLOYMENT PRACTICES CHARTS
DISCIPLINE

Potential Adverse Impact (Yes/No)	No	Yes	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	Yes	N/A	
Written Warning	147	65	74	23	-	-	62	23	4	5	-	-	-	-	7	14	<--Entry
Discipline Rate	138.7%	175.7%	164.4%	135.3%	N/A	N/A	131.9%	135.3%	40.0%	N/A	N/A	N/A	N/A	N/A	175.0%	N/A	
Ratio to Lowest Rate	100.0%	78.9%	24.3%	29.6%	N/A	N/A	30.3%	29.6%	100.0%	N/A	N/A	N/A	N/A	N/A	22.9%	N/A	
Potential Adverse Impact (Yes/No)	No	No	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	Yes	N/A	
Documented Verbal Warning	259	117	112	52	-	8	123	42	13	1	1	-	-	-	10	14	<--Entry
Discipline Rate	244.3%	316.2%	248.9%	305.9%	N/A	N/A	261.7%	247.1%	130.0%	N/A	N/A	N/A	N/A	N/A	250.0%	N/A	
Ratio to Lowest Rate	100.0%	77.3%	52.2%	42.5%	N/A	N/A	49.7%	52.6%	100.0%	N/A	N/A	N/A	N/A	N/A	52.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	No	N/A	
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	No	N/A	
<Enter Discipline Type>	-	-					-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	No	N/A	
<Enter Discipline Type>	-	-			-	-	-	-	-	-	-	-	-	-	-	-	<--Entry
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A	
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	No	N/A	

Notes:
1) For employees in the EEO-4 Categories 1 through 6, their employment is at-will and progressive discipline steps include documented verbal warning, written warning, and suspension.

APPENDIX C – ORGANIZATIONAL CHART



APPENDIX D – PRIOR PROGRAM PLAN GOALS

GOALS AND TIMETABLES

It will be the goal of Lextran to have employed minorities and females in all major job categories, and at all levels whenever possible, consistent with the percentage of minority and female population in the Lexington MSA. This goal is undertaken with full consideration as to the availability of persons in this area who possess the requisite skills. This Plan will be used to attain a balanced workforce, not to maintain a permanent racial and gender balance.

Labor market estimates are derived from the U.S. Census Bureau's 2010 EEO Occupation Data available on their website. This information on general and detailed occupations from the civilian labor market reflects the availability of persons in the labor market with the requisite skills for specific occupational categories. The usefulness of this data is limited by the fact that category definitions are not exactly matched with positions within the LexTran workforce. None the less, these figures are the most accurate available and provide important information about the labor market. LexTran regularly recruits from the Lexington MSA, with limited exceptions subject to the knowledge, skills and experience required.

In those categories where female or minority representation in the LexTran workforce was below representation in the labor market, goals have been set to increase representation. These goals are based on an assessment of the number of qualified individuals reported in the labor market, the number of projected vacancies to be filled and the special factors affecting recruitment processes within the organization and market area.

In the calculation of these goals, position vacancies were estimated based on estimated turnover and new positions authorized for the period of this Plan. Consistent with FTA guidelines for EEO Plans, the number of projected vacancies is an estimate; it is possible that more or fewer positions will become available. If these estimates change significantly, the goals will be adjusted to meet such vacancy rates as they become known.

As presented in the Utilization Analysis, three categories of underutilization exists; Female Operative (3) and Female Administrative Support workers (6). These categories were evident in 2012 but are now at reduced levels. For the first time, the Skilled Craft category showed underutilization, specifically for minorities (3).

LexTran will continue to focus on increasing female utilization in the Operator and Administrative categories for each of the next three years. LexTran will continue to participate in local educational institution career days to increase community awareness of career opportunities in the transit industry. In addition to notifying female and minority agencies of position openings, LexTran will strive to develop programs that attract female applicants to the position of Operator. Extra efforts will include LexTran's expanded on-line recruiting, women's employment centers and outreach to the state Employment centers. All assumptions and goals will be reviewed and revised as needed.

LexTran has developed liaisons with local businesses to increase female awareness of career opportunities. Local organizations such as the Kentucky Workforce Commission, Lexington YWCA, Military transition groups, Educational Institutions, Employment Assistance Centers, and certain public

media resources may be notified of position openings as they occur. LexTran has and will continue to actively pursue agencies that work specifically with women to provide job/career information.

The new goal for minorities in the Skilled Craft is of moderate surprise as the representation of minorities in this category has not changed significantly. Lextran did experience the reduction from two minority employees to one in this category but the more important factor was the increase of available minorities in this category from less than 7% in the 2000 Census to over 27% in the 2010 Census.

Progress against prior goals

In the development of this plan, a review of prior EEO Plans developed and managed by LexTran was conducted. Female Operatives were also identified as an area of under representation and specific outreach efforts undertaken to increase the participation of females in this category were taken. This included attendance at female focused job fairs and including more females for interviews. The category continues to be underrepresented but the gap has been reduced significantly, e.g. the 2012 shortfall was 34 whereas it in 2015 the shortfall is only 3.

Females in the Administrative Support category also showed modest improvement. This category is comprised of traditional clerical positions, where female representation is high, and front line Supervisors and Dispatchers where internal promotion from the male Operative category has historically produced a male dominated class. LexTran undertook more specific outreach throughout the years of the prior Plan and has continued to increase the number of female applicants and potential hires for Operators. However, very little turnover was experienced in this category which provided few opportunities to recruit to reduce the underrepresentation.

APPENDIX E – LIST OF CONTRACTORS AND PROOF OF COMPLIANCE

American Red Cross provides three-quarter mile, Americans with Disabilities paratransit service, and demand response service county wide for people with a disability

DRAFT

DRAFT

RESOLUTION

TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE-URBAN-COUNTY GOVERNMENT

MOTION: _____ SECOND: _____

DATE: April 15, 2020 RESOLUTION NO.: 2020-03

WHEREAS, FTA Circular 4704.1A requires the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) update an Equal Employment Opportunity (EEO) Program plan, and;

WHEREAS, FTA Circular 4710.1 further requires the Authority to designate an individual to coordinate ADA compliance, and;

WHEREAS, Assistant General Manager Jill Bennett, will serve as the EEO Officer until a permanently named Compliance Officer is appointed, and;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government hereby authorizes the appointment of Ashley Lewis as the Equal Employment Opportunity Officer and ADA Coordinator.

Chairperson → → → → → Date

April 15, 2020

TO: The Board of Directors

FROM: Carrie Butler, General Manager

SUBJECT: Resolution to Award a Warranty and Maintenance Agreement with Avail Technologies, Inc.

Attached is a resolution approving a contract to extend the warranty and maintenance agreement with Avail Technologies, Inc.

The Board of Directors approved Resolution 2010-05 on May 19, 2010, authorizing Lextran to enter into a contract with Avail Technologies, Inc. for a fixed route intelligent transportation systems project. The Board approved Resolution 2013-30 on November 20, 2013 for a change order, extending the warranty coverage for the Avail system to include all bus cameras and FleetWatch. Resolution 2014-37 was approved on November 19, 2014 for an additional five year term starting at the rate of \$189,479 for year one.

The warranty purchased under the terms of that contract expired on October 31, 2019, and Lextran has continued its partnership with Avail Technologies, Inc. on a month-by-month basis. In order to secure the partnership and for cost savings, it is recommended that Lextran extend their warranty with Avail Technologies, Inc. to include the existing intelligent transportation system and the Enterprise Resource Planning (formally FleetNet) system. The annual cost of the warranty will be \$85,000 for the first year, \$87,550 for the second year, and \$90,176 for the third year.

If you have any questions or wish to review the original resolutions regarding our warranty with Avail Technologies, Inc., please contact me at 859-255-7756.

RESOLUTION**TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT****MOTION:** _____ **SECOND:** _____**DATE:** April 15, 2020 **RESOLUTION NO.:** 2020-04

WHEREAS, the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) approved Resolution 2010-05 on May 19, 2010, to award a contract to Avail Technologies, Inc., for fixed route intelligent transportation systems and;

WHEREAS, the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) approved Resolution 2013-30 on November 20, 2013 for a change order, extending the warranty coverage for the Avail system to include all bus cameras and FleetWatch, and;

WHEREAS, the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) approved Resolution 2014-37 on November 19, 2014, extending the warranty coverage for the Avail system, and;

WHEREAS, the warranty and all extensions purchased under the terms of that contract expired on October 31, 2019, and Lextran has been in a month-to-month agreement with Avail Technologies since the expiration of the warranty;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) hereby authorizes and directs the General Manager to execute a contract with Avail Technologies, Inc., for warranty and maintenance of the current fixed route intelligent transportation system. The contract will be for a time period of three years starting January 1, 2020 and ending on December 31, 2022. The annual cost of the warranty will be \$85,000 for the first year, \$87,550 for the second year, and \$90,176 for the third year, payable monthly.

Christian Motley – Chairperson_____
Date



March 27th, 2020

Lextran

Attn: Carrie Butler

200 West Loudon Avenue

Lexington, KY 40508

Re: Extension of ITS System Maintenance and Support Offer

Dear Ms. Butler

Avail Technologies, Inc. is pleased to provide Lextran with this offer to extend the system maintenance and support for your Avail ITS and ERP system.

Your current plan has expired, Avail's offer below will allow Lextran's warranty to start on January 1st, 2020 and run through December 31, 2022. This offer is valid until April 30th, 2020. If for any reason you need to extend this offer, please contact Gina Hess Ext. 1030 or via email at ghess@availtec.com.

The following table outlines the yearly support contract value for the next 36 months.

Period of Support	Annual Price with Three-Year Contract
January 1, 2020 - December 31, 2020 (Monthly billing of \$7,083.33)	\$ 85,000
January 1, 2021 - December 31, 2021 (Monthly billing of \$7,295.84)	\$ 87,550
January 1, 2022 - December 31, 2022 (Monthly billing of \$7,514.75)	\$ 90,176
Total Price	\$ 262,726

In closing, we hope you find the information we have provided here helpful and that it demonstrates the level of commitment that Avail has to Lextran and the strong value that we offer.



Maintenance and Support Plan

Date of offer is March 27, 2020 and is good till April 30, 2020.

Endorsement – Lextran accepted the offer of *(Circle One)*

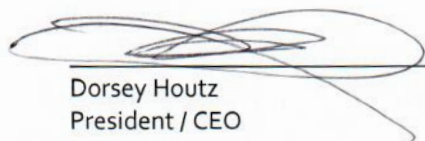
➤ 3-Year Offer (Annual Payment) - \$262,726 First Year Total - \$85,00

○ Monthly Billings:

- \$7,083.33 per month for the 1st year
- \$7,295.84 per month for the 2nd year
- \$7,514.75 per month for the 3rd year

Avail Technologies

Lextran


Dorsey Houtz
President / CEO

3-27-20

Date

Signature

Date

Print Name and Title

Maintenance and Support Agreement

THIS AGREEMENT ("AGREEMENT"), by and between Transit Authority of Lexington, Kentucky (LexTran) located at 200 West Loudon Avenue, Lexington KY 40508 hereinafter "PROPERTY ", and AVAIL TECHNOLOGIES, INC., a corporation, located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, hereinafter called "AVAIL", collectively referred to as the "PARTIES", shall become effective the start of Operational Test.

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in the Software License Agreement of near or even date herewith (the "License Agreement") and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the following terms and conditions and the terms and conditions of the License Agreement:

1. Description and Term

a. Systems Covered

The materials covered in this Agreement are the hardware and software required for deployment of the AVAIL Intelligent Transportation System (ITS). The software which includes AVAIL's myAvail Software Suite ("Software"), is defined and more fully described in, and subject to, the signed Software License Agreement, as updated with any improvements or modifications furnished to PROPERTY hereunder;

b. Sites

200 West Loudon Avenue
Lexington, KY 40508

c. Term

The initial term shall be for **X year (X)**, ending upon the Support Date. The Agreement shall be reviewed by both Parties for any renewal of term at least sixty (60) days prior to the expiration of the current term.

2. Definitions

- a. "Specifications" shall mean the documentation to which the Software must conform as set forth in the license Agreement;
- b. "Error" shall mean a material and reproducible failure of the Software to function in conformity with the Specifications.
- c. "Additional Services" shall mean any service that is not covered by this agreement;
- d. "Hosted Support" shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the contract period.
- e. "Anniversary" shall mean the beginning date of the support period and the annual occurrence of that date for the duration of the defined support period.
- f. "Current Support Period" shall mean the inclusive dates of support as provided in Sec 1.c

3. Customer Support Plans

- a. Customer has elected the level of support as defined in Figure 1

4. AVAIL Responsibilities

During the term of this Agreement, AVAIL shall provide the following support measures.

- a. There are two problem resolution standards for the levels of support (See Figure 1):
 1. General Provision:
 - i. Telephone hot line access for problem and error reporting and response of diagnostic services (814-234-3394 x1050);
 - ii. Ability to initiate support requests via e-mail to Support@Availtec.com
 - iii. AVAIL shall staff their Call Center during regular business hours see Figure 1. In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system;
 2. Routine Care – (as defined in Figure 2)
 - i. AVAIL shall respond to the call as stated in Figure 2;
 - ii. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, Property Name and Contact Phone Number;
 - iii. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical;
 - iv. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.
 3. Urgent Care – (as defined in Figure 2)
 - i. AVAIL will respond to a call as stated in Figure 2;
 - ii. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;
 - iii. The error will be entered into the AVAIL tracking system:
 - iv. On-site response for requests for remedial support and diagnostic repair services in response to shall be pursuant to Figure 2 of this Agreement.
 4. System Self-Diagnostics and Self-Healing capabilities
 - i. Through the use of sophisticated software monitoring system, the system will notify the operations staff of potential system degradation and alerts the on-call staff via message 24 hours / 7 days a week.
 - ii. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

5. PROPERTY Responsibilities

PROPERTY shall give AVAIL, their full cooperation to facilitate proper and prompt performance of the Support Services and any additional services that the PARTIES agree.

PROPERTY shall provide:

- a. A key technical contact that shall be familiar with the System to provide adequate information and feedback in order to facilitate problem reporting and resolution;
- b. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support;
- c. Promptly notify AVAIL of any error in the System;
- d. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error, the current status of the system, a determination if the system is functional, and a state retrieval, if requested;
- e. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;
- f. Allow AVAIL prompt and reasonable access to:
 - i. The Software and ITS Server system through a Virtual Private Network (VPN) in case of primary server hardware failure and access to other 3rd party systems such as the communications network provider, as described in the IT/IS Vendor Guidelines as presented in the contract.
 - ii. PROPERTY's physical sites, at the locations specified in the Support Plan of this Maintenance and Support Agreement.
- g. Provide a safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and additional services on-site.

PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement, remedial support, emergency support, or correction necessary will be in violation of this provision shall be considered additional services.

6. **Software Maintenance**

AVAIL shall notify and make available to the PROPERTY all, Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment for Maintenance and Support fees.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for support fees. All New Feature Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of the Software License Agreement and this Maintenance and Support Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in section 3a for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this contract or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Maintenance and Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in Figure 1 for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this contract or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

7. **Maintenance and Support Services**

- a. PROPERTY shall pay the Maintenance and Support charges set forth, and PROPERTY will receive technical support for the term of this Contract;
- b. Provided PROPERTY has paid the applicable Maintenance and Support, AVAIL shall support the Hardware and Software as set forth in this Agreement;
- c. Corrections - For a period of Twelve (12) months following the release of a Major Release upgrade, AVAIL will use reasonable efforts to support any previously Release of that Software program. AVAIL shall advise PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project;
- d. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware;

In the event that AVAIL provides any additional services requested by PROPERTY, AVAIL shall invoice for such additional services based upon its then-current time and material rates. PROPERTY shall pay all charges for such additional services within thirty (30) days from the date of invoice. Charges for additional services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing additional services at PROPERTY's request.

Additional Maintenance and Support, which shall follow the completion of the three (3) years of support may be extended for an agreed upon timeframe by the PARTIES. The cost would be at AVAIL's then-current standard Maintenance and Support Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary of the completion date. If PROPERTY purchases Maintenance and Support for any copy of the Software, it must purchase Maintenance and Support for all licenses of such Software unless PROPERTY has discontinued the use of certain licensees within the Avail Suite of purchased and installed modules.

8. **Travel Expenses**

PROPERTY will reimburse the AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement which shall receive prior approval from PROPERTY. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month.

9. **Confidentiality**

The Confidentiality provision of the Software license Agreement is hereby incorporated by reference into this Agreement.

10. **Maintenance and Support**

AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.

This Maintenance and Support agreement includes the software and hardware listed below for this entire term. If during the period of this Maintenance and Support Agreement, any software or device of the System were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

11. **System Support:**

AVAIL will provide remote and, if necessary, on-site system support as per Section 11.C, for the term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration;

1. AVAIL will provide consultation to PROPERTY's Key Technical Contact by Phone and Remote Diagnostic System Support to:
 - i. Facilitate remote troubleshooting and solution implementation;
 - ii. Acquire and review data logs for problem identification via remote access line;
 - iii. Provide problem analysis and possible resolution;
 - iv. Diagnose reported software and system problems. PROPERTY must maintain remote access capability for AVAIL. Remote access will be via a VPN connection;
 - v. Assist in arranging for service and support of non-warranted components. AVAIL can, at PROPERTY's request, provide non-warranted service and support. (i.e. LAN interface to the Communications system and Installation

/ Removal Services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.

2. Exceptions:

- i. If it is determined by AVAIL that a system problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates;
- ii. On-site support is not included in the offer but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge.

12. **Maintenance and Support Components**

a. CAD/AVL Software (includes all applicable license fees):

Software
myAvail Dispatch
myAvail Replay
myAvail TALE
myAvail WiNG
myAvail DataPoint
myAvail Pullout /Yard Management
GTFS RT
myAvail Detour
myAvail WLAN
myStop Prediction Engine
myStop Web – site license, internet application
myStop Text
myStop iPhone App
myStop Android App
myStop Alerts
myStop Subscription
myStop Mobile Web

b. ERP Covered Software Modules

Software
Asset Management
Accounts Payable
Contract Management
Fixed Assets
Fuel Island
Fast Track
General Ledger
Grant Management
Inventory
Menu Items
NTD Reporting
Purchase Orders
Payroll A
Payroll B
Project Tracking
Requisition
System
Vehicle Maintenance
Vehicle Problems/Roadcalls
Workorders

c. Covered Hardware Equipment –

Vehicle Hardware	Quantity
V9000's	96
IEB's	84
Sunrise Signs	84
APC's	84
Annunciators	84
LED Indoor Signs	1
LED Outdoor Signs	1
Handsets	84

Non-Covered-Computer Equipment

Panasonic Toughbook 4
s/n oLKSA22272
s/n 1GKSA66494
s/n 1GKSA68772
s/n 1GKSA70913

Dell PowerEdge R510Server 1
s/n HJ921Q1 – *Expired 2/14/2014*

Dell PowerEdge R710 Servers 4
s/n H6Z3GQ1 – *Expired 5/20/2014*
s/n BTDXPQ1 - *Expired 5/19/2014*
s/n 7Z55HQ1 – *Expired 6/1/2014*
s/n 7Z54HQ1 - *Expired 6/1/2014*

Dell OptiPlex 780 Workstation 1
s/n D4WNJQ1 - *Expired 6/16/2014*

HP 9500E TouchSmart Workstations 5
s/n MXL1361H7Q
s/n MXL1361H7S
s/n MXL1361H86
s/n MXL1361H8L
s/n MXL1361H9M
s/n SMXL1380NPH (CDW)

UniBook IVR Server 1

All computer Equipment has a 3 to 5-year Manufacturer Warranty included from the time of installation.

- d. Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.
- e. System Maintenance:
 1. PROPERTY is responsible for equipment replacements as required for all installed equipment including:
 - i. In-Vehicle Equipment;
 - ii. Wireless Modem;
 - iii. Wireless LAN;
 - iv. Wayside Sign Component modules.
 2. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item to AVAIL must follow AVAIL's RMA procedures;
 - i. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. Return shipment to PROPERTY is at AVAIL's expense.

f. Exceptions:

1. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media, panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;
2. AVAIL is not responsible for:
 - i. Products that are not used and serviced according to the training and instructions provided by AVAIL;
 - ii. Products that have been altered, repaired or modified without prior consent from AVAIL;
 - iii. Products damaged by any third-party equipment or intervention, force of nature or other conditions not in AVAIL's control;
 - iv. Products damaged due to negligence or abuse.
 - v. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;
 - vi. Shipping and shipping related costs of products mailed to AVAIL;
 - vii. Products damaged during the shipping process to AVAIL;
 - viii. Cost associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.
3. AVAIL may evaluate items not covered under Maintenance and Support and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.

g. Time and Material Charges for Non-Supported Hardware Repairs or Support:

1. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;
2. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;
3. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to Figure 1);
4. Charges for non-supported repair / replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates)
5. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to Section 8 of this Maintenance and Support Agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.

h. Installation

1. Vehicle Installation 90 – Days

i. Cellular Communications Service – N/A

j. System Maintenance Logging

1. All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and Configuration Management tools for Software.

k. Limits of Maintenance and Support Plan

The maintenance and support set forth in this agreement is a limited maintenance and support plan. The hardware and software included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the representations, warranties, indemnifications, limitations and disclaimers set forth in the license agreement.

1. Limitation of Liability

- i. Except with respect to the obligations of Avail pursuant to section 8 of the software license agreement, in no event shall Avail's liability for any reason and upon any cause of action under the software license agreement exceed the maintenance and support fees paid by property to Avail;
- ii. Aside from the provisions listed in the contract and section 9 of the Software License Agreement Avail shall not be liable for any loss of profits, any incidental, special, exemplary or consequential damages; or any claims or demands brought against property or any third party.
- iii. The parties shall not rely upon and shall not grant any means of remedy arising from any statement, representation, maintenance and support or understanding of any person other than as expressly set out in this agreement.

2. Termination

- i. Notwithstanding the foregoing, all provisions here of relating to confidentiality, proprietary rights, nondisclosure, indemnity and limitations of liability shall survive the termination of this agreement. In the event of termination under this paragraph, property will not be entitled to any refund of any portion of the fees paid to Avail under this agreement, unless Avail:
 - a. Materially breaches this agreement and fails to cure such breach within thirty (30) days after notice from property;
 - b. Delivers a notice that the software has been declared obsolete or withdrawn from sale;
 - c. Otherwise discontinues providing standard level of support for the myAvail software suite:
- ii. Avail shall refund to property an amount equal to the aggregate support charges paid by property for the time during which the standard level of support services was not provided to property.

Figure 1 - Maintenance and Support Plan

Available Customer Support Plans

Plan	Description	
Standard Business Hours Support	<ul style="list-style-type: none"> Routine Care and Urgent Care are provided during standard business hours. Progress updates provided every two <u>business</u> hours. If needed for a non-covered item, Time and Material charge mechanism must be in place <u>before</u> work will commence 	<ul style="list-style-type: none"> Included in this Agreement
Extended Hours Support	<ul style="list-style-type: none"> Urgent Care response 24/7 access to the Avail Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. A customer support line to contact the on-duty support engineer at Avail. The continuation of Urgent Care resolution after Standard Business Hours. Progress updates provided every 2nd hour (or as agreed by your team). 	<ul style="list-style-type: none"> Included in this Agreement
Hosted System	<ul style="list-style-type: none"> Includes all features of Standard Business Hour Support and Extended Hours Support Avail operates and maintains the fixed end computer system in our dedicated data center operation Avail connects to your high-speed communications interface provider Avail maintains system backup services and operational system redundancy Includes system hardware maintenance and software release maintenance and upgrades Avail provides the staff for operation and maintenance of the computer system at the hosted location 	<ul style="list-style-type: none"> N/A

Figure 2 - Maintenance and Support Plan

Problem Resolution Standards

Level	Definition	Target Action
Routine Care	<ul style="list-style-type: none"> Production use of the system is possible, but a business function is disabled and no workaround exists; This category also applies to problems which severely impact the progress of an implementation project where no workaround exists. 	<ul style="list-style-type: none"> Initial response <u>within (4) four business hours</u>; Resource assigned within a day and remains assigned until resolution; Activity to resolve problem during business hours; Target Resolution: 72 hours.
Urgent Care	<ul style="list-style-type: none"> Business Critical – Production use of the system is not possible; No communication with vehicles and no workaround exists; PROPERTY requires resolution urgently do to financial, legal and public risk exposure. 	<ul style="list-style-type: none"> Initial response <u>within (1) one business hour</u> for Standard Business Hours Support; Extended Hours Support response time <u>will be one (1) hour</u> Resource assigned immediately and remains assigned until resolution; Immediate activity to resolve problem; Target Resolution: 24 hours.

Prevailing Labor Charges for non-Supported Repairs and Services

- a. Software Engineer - \$161.00/hour
- b. Technician - \$92.00/hour

Rates are subject to periodic review and adjustment. Changes to the rate, if any, will occur no more frequently than annually.

Reporting Process:

1. Contact the Call Center and register problem with system - (814)-234-3394 (extension 1050);
2. If no answer at the Call Center, be sure to leave caller name, property name and contact phone number, description of problem;
3. Alternate contact:
 - a. E-mail- support@availtec.com
 - b. For Critical System Outages - 24/7 Support – Call 814-234-3394 x1050, then press #1

Standard Business Hours:

1. Monday through Friday;
2. 7:30 AM to 6:30 PM EST;
3. National holidays excluded.
 - a. January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving and the following Friday, December 25th. (NOTE: If the Holiday falls on a Saturday, AVAIL is closed on the preceding Friday. If a Holiday falls on a Sunday, AVAIL is closed on the following Monday).

Work Flow:

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for implementation. In the event that the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network (VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the on-site engineering /technical support services are included in this agreement. The cost for the travel and living expenses shall be agreed upon between the PARTIES. The engineering / technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

Authorization

Avail Technologies, Inc.

Lextran

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title



THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of **DATE** (the "Effective Date"), by and between Avail Technologies, Inc., a Pennsylvania corporation ("Avail") and **Transit Authority of Lexington, KY (Lextran)** ("Licensee"). [Hereinafter each may be referred to as a "Party" or collectively as the "Parties"].

WHEREAS, Avail is the owner of the Software (as defined below) which is licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, Licensee, desires to obtain a license to use the Software solely in its business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee and Avail have entered into a contract ("Contract") for equipment, software, and services, to which this Exhibit is attached for the reason of defining the licensing terms for Avail's software; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. LICENSE TO USE SOFTWARE.

1. Description and Term.

In consideration of the payment of the license fees set forth in the Contract, and subject to termination as provided below, Avail grants to Licensee a nonexclusive, nontransferable license for the authorized number of concurrent Users (**xx**) (as provided in Section 2 below or in an Amendment to this Agreement signed by the Parties) to use the Avail ERP/EAM Software.

THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AVAIL DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO LICENSEE. LICENSEE'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF AVAIL HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

The obligations of the Parties under and pursuant to this section shall become effective as of the requested date and shall remain in effect for a period of **xxxxxx (xx)** months after System Acceptance as provided for in the Contract, however, that the Parties' obligations may be extended for additional **xxxxxx (xx)** months periods (each a "Renewal Term") on the anniversary date of the requested date. The Initial Term together with any Renewal Term shall be the "Term" of this Agreement; provided and so long as Licensee is not in breach of or default under this Agreement or this Agreement has not been terminated pursuant to Exhibit A, and subject to Avail's right to increase its fees or rates as provided herein.

2. Scope of Permitted Use.



Suites and Modules - Licensee agrees that it may allow up to **xx** of its designated employees or computers (Users) access to the software concurrently.

3. Scope of License Rights; Restrictions.

(a) The license granted to Licensee under this Agreement entitles Licensee to use, and Licensee agrees to use, the Software and Documentation solely as set forth in this Section 3(a) (i) through 3 (a) (iv):

(i) Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in the Contract, or access the Software via the Internet, but in either case only for use by that number of users specified and only for the purpose of serving the internal needs of the business of Licensee;

(ii) In support of Licensee's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in the Contract;

(iii) make 2 copies of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that and,

(iv) use the Documentation solely to assist Licensee in its authorized use of the Software.

(b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:

(i) copy (except as expressly permitted in Section 3(a)(iii) above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software: or separate the components of the Software;

(ii) copy or provide any third party with access to or use of any of the Documentation without the prior written consent of Avail;

(iii) transfer any of Licensee's rights or obligations under this Agreement without the express, advance, written consent of an officer of Avail, and then only if:

- 1 Licensee keeps no copies of the Software or Documentation;
- 2 Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software and Documentation; and,
- 3 the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(3);



(iv) remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation;

(v) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,

(vi) use any trademarks or service marks of Avail.

4. Limited Warranty and Limitation of Warranties.

(a) Subject to the conditions and limitations set forth herein, Avail warrants for a period of (12 months) immediately following the System Acceptance of the Software (the "Warranty Period") that the Software will substantially conform in all material respects to the specifications set forth in the Contract. Subject to the provisions and limitations set forth herein, Avail will correct any such nonconforming Software if Licensee has notified Avail of such nonconformity in writing within the Warranty Period. Avail shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if Licensee has not reported to Avail the existence and nature of such nonconformity within the Warranty Period, and such nonconformity cannot be verified.

(b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than Avail or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than Avail. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with Avail's User Manual and any other written instructions provided by Avail to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. Avail makes no warranty that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

(c) Avail makes no warranty that the software will operate with all applications, utilities, or other memory resident programs.

(d) Avail shall not be responsible for any obsolescence of the Software for any reason. Furthermore, Avail assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. Limitation of Liability.

(a) EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 7, THE CUMULATIVE LIABILITY OF AVAIL TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO AVAIL HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. AVAIL SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.



(b) IN NO EVENT SHALL AVAIL BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE OR ANY THIRD PARTY, EVEN IF AVAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

(c) Avail and Licensee do not rely on and shall have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

6. Proprietary Protection and Restrictions.

(a) Licensee acknowledges and agrees that the Software and Documentation is the sole property of Avail and contains copyrighted, confidential and trade secret information, and that as between Avail and Licensee, Avail shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Avail. Licensee must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep the Software and Documentation in confidence, and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and Documentation. Furthermore, Licensee will indemnify and hold Avail harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of Licensee's action or inaction.

(b) Licensee hereby authorizes Avail to enter Licensee's premises in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee's compliance with the terms of this Agreement. Licensee will cooperate fully with Avail and promptly provide Avail and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay Avail's access to Licensee's premises and computers or the inspection thereof.

(c) Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, Avail will not have an adequate remedy in money or damages. Avail shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Avail's right to obtain injunctive relief shall not limit its right to seek further remedies.

7. Indemnity.

(a) If a third party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, Avail will defend Licensee against such claim at Avail's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies Avail in writing of the claim, cooperates fully with Avail in the defense of any such claims, and allows Avail to control the defense thereof



and/or any related settlement negotiations. If such a claim is made or appears possible, Avail will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in Avail's sole discretion is not economically feasible for Avail to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee the unused portion of the applicable license fee amortized over a 3 year period from the Effective Date and any annual technical support fees paid by Licensee for the remainder of the then current Term for such technical support services. However, Avail shall have no obligation for any claim based on Licensee's modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by Avail. THIS PARAGRAPH STATES AVAIL'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

8. Export and Government Use Restrictions.

Licensee agrees that it will not export or re-export the Software, any part thereof, (the foregoing are referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, Licensee agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

9. Incorporation of other Software

The Software may incorporate material or components which are owned by third parties and which are used by agreement between Avail and such third parties. Licensee acknowledges and agrees that any third party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.

10. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by licensee without the prior written consent of Avail and upon payment of an assignment fee.

11. Severability.

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

12. No Third Party Rights.

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.



13. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS **WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

AVAIL:

AVAIL Technologies, Inc.

Signature: _____

Name: _____

Title: _____

LICENSEE:

Title of Property

Signature: _____

Name: _____

Title: _____

Attested:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

April 15, 2020

TO: The Board of Directors

FROM: Carrie Butler, General Manager

SUBJECT: Resolution to Award Contract for Painting and Restriping Services

Attached is a resolution requesting authority to award a contract for Painting and Restriping Services.

RFP 2020-01 was issued January 17, 2020 and one valid proposal received on March 5, 2020. The proposal received from 7PM GROUP was found to be responsive.

A cost analysis has been completed pursuant to sole source purchasing guidelines.

Pricing and services are as follows:

For the Employee Asphalt Parking Lot 43,520 square feet

- Pressure clean and degrease oil spots and other stains
- Allow for drying time
- Apply stripe paint, handicap indications and lot markings per RFP
- Clean up all debris

For the Bus Parking, Drive Lanes and Concrete Lot 216,305 square feet

- Pressure clean and degrease oil spots and other stains
- Patch and Repair small areas of concrete as needed
- Apply line stripe paint, lot markings, verbiage and curb detail
- Clean up all associated debris

Base Bid: \$63,795

Added protection to the asphalt area using Plato's Green Asphalt sealer: \$13,125

For a total not to exceed amount of \$ 76,920

If you have any questions or wish to review RFP 2020-01 or the proposal, please contact me at 255-7756.

RESOLUTION**TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT****MOTION:** _____ **SECOND:** _____**DATE:** April 15, 2020 **RESOLUTION No.:** 2020-05

WHEREAS, the Transit Authority of the Lexington-Fayette Urban County Government ("Lextran") issued RFP 2020-01 for painting and restriping services, and;

WHEREAS, RFP 2020-01 resulted in responsive proposals from one (1) qualified proposers, and;

WHEREAS, the proposal was deemed to be responsive and a cost analysis was conducted;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government (Lextran) hereby authorizes and directs the General Manager to execute a contract with 7PM GROUP for painting and restriping services as per the terms of RFP 2020-01 and the proposal submitted by 7PM GROUP which are incorporated herein by reference. Pricing is a not to exceed amount of \$76,920.

Chairperson, Christian Motley_____
Date

April 15, 2020

TO: The Board of Directors

FROM: Carrie Butler, General Manager

SUBJECT: Resolution to Approve Lextran's Fiscal Year 2021 Budget

Lextran is proud of our mission to “serve people and our community with mobility solutions.” Attached is a package containing the proposed budget for FY2021. The total Operating Budget is \$28,669,831 with a Capital Budget of \$8,940,790 including \$19,360,000 from the Mass Transit Fund.

This budget also includes expected revenues from state and federal sources, including Sections 5307 funds for capital maintenance and paratransit expenses. These represent a transfer of 31% and 29% of the total capital budget, respectively, to the operating budget.

I am requesting that the Board adopt the FY2021 Budget. This budget represents a strong commitment to the citizens of Lexington for the continuous improvement of public transportation and mobility solutions for our community.

If you have any questions, please contact me at 255-7756.

RESOLUTION**TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT****MOTION:** _____ **SECOND:** _____**DATE:** April 15, 2020 **RESOLUTION NO.:** 2020-06

WHEREAS, the Transit Authority of the Lexington-Fayette Urban County Government ("Lextran") has established the attached FY2021 Operating Budget as presented, and;

WHEREAS, the total operating FY2021 budget will be \$28,669,831 and;

WHEREAS, the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government reviewed the proposed budget at a public work session held on April 10, 2020;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government hereby adopts the FY2021 Operating Budget, which is attached hereto and incorporated herein by reference, in the amount of \$28,669,831 and directs the staff to advance any grant and/or agreement to maximize non-local funding. The General Manager is authorized to enter into contracts for health insurance, workers compensation insurance, and property and liability insurance for the amounts included in the budget.

Chairperson, Christian Motley_____
Date

FY2021 Annual Budget Draft
REVENUE

Property Tax Revenue	19,360,000
UK Partnership	2,068,839
FTA -Capital Maintenance	2,200,000
FTA -Paratransit	2,100,000
Passenger Fares	1,259,000
Revenue from Lextran Foundation	598,992
Advertising Revenue	349,000
Local Operating Assistance	320,000
State Capital Assistance	250,000
Fuel Tax Refunds	158,000
Miscellaneous Revenue	6,000
Total Revenue	28,669,831

OPERATING EXPENSES

Salaries & Wages	8,498,111
Overtime Wages	1,231,056
Total Wages	9,729,167
Fringe Benefits	5,685,723
Management Fees	344,864
Professional & Technical Expenses	250,000
Contract Maintenance & Other Services	845,540
Lubricants Expenses	45,500
Diesel Fuel Expenses	1,040,000
Gasoline Expenses	74,000
CNG Fuel Expenses	250,000
Materials & Supplies Expenses	1,107,500
Utilities - Facilities	307,913
Utilities - Electric Buses	120,000
Phone Service Expenses	40,050
Auto Collision Ins.-Maint.	327,000
PL & PD Ins.-Admin.	355,000
Other Corporate Ins.-Admin.	136,000
Property & Liability Insurance Expenses	818,000
Fuel Taxes	225,000
Paratransit Expense	6,300,000
Vanpool Expense	25,200
Dues, Training & Awards	215,900
Media Advertising Expenses	185,000
Miscellaneous Expenses	59,600
Interest Expense	174,816
Facility Lease Expense (LRP)	826,058
Total Expenses	28,669,831

CAPITAL PROJECTS
FY2021

Bus Purchase (CNG)	715,715
Bus Canopy	2,290,000
ITS Technology Services	129,544
Capital Cost of Contracting (Paratransit)	2,625,000
Capital Maintenance	2,750,000
Transit Enhancements (Shelters, Benches, Trash Cans)	75,000
Hardware & Software (IT Projects)	125,531
Shop Tools & Equipment	25,000
Security Equipment	125,000
Comprehensive Operational Analysis (COA)	80,000
SUBTOTAL CAPITAL PROJECTS	8,940,790

Federal Section 5307 Formula Funding	4,684,060
Section 5339 Bus & Bus Facilities Funding	572,572
Section 5339 LoNo Grant	2,290,000
State Funding (Capital Maintenance)	250,000
Local Mass Transit Fund**	1,144,158
TOTAL	8,940,790

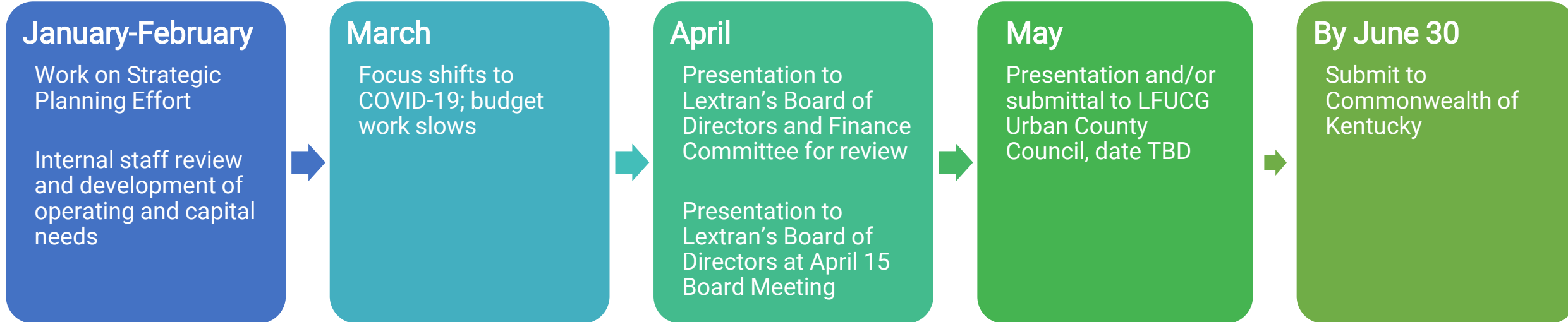
SECOND DRAFT FISCAL YEAR 2021 LEXTRAN BUDGET



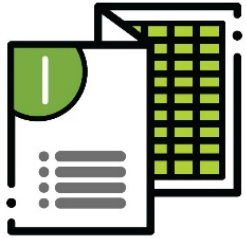
WE SERVE
PEOPLE
AND OUR
COMMUNITY
WITH MOBILITY
SOLUTIONS.



Budget Timeline REVISED



LEXTRAN AT A GLANCE



26 FIXED
ROUTES



4.5 MILLION
PASSENGER
TRIPS (2019)



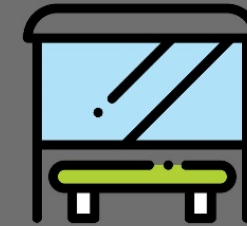
14,277 TRIPS
PER DAY
(2019)



65% TRIPS ARE
FOR WORK OR
SCHOOL



925
BUS STOPS



105 SHELTERS
AT STOPS



71 VEHICLES IN
OUR DIVERSE
FLEET

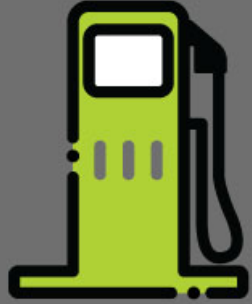


53 WHEELS
PARATRANSIT
VEHICLES

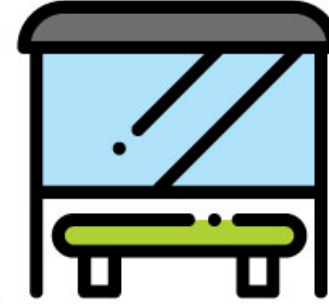


6 VEHICLES
FOR RIDESHARE

2019 IN NUMBERS



**ADDED 6
CNG BUSES
TO FLEET**



**IMPROVED
20+ BUS
STOPS**

**4.5
MILLION
PASSENGER
TRIPS**



**AWARDED
\$3.5 MILLION
IN GRANTS**



**EMPOWERED
60+ YOUNG
ARTISTS**

KNOWN

Uncertainty for this Budget

UNKNOWN

- Lextran team has done amazing work in response to pandemic
- Federal support from the CARES Act
- Per trip Paratransit cost
- Contracted cost rates
- Increase in health insurance
- Increase in auto liability

- Contract negotiations postponed
- Wages for Union employees
- Fuel cost varies
- Total number of paratransit trips
- Total revenue from Mass Transit Fund and timing
- Changes to debt service based on loan refinancing

- Duration and full impact of COVID-19 pandemic
- Impact of Families First Act and FMLA on staffing levels

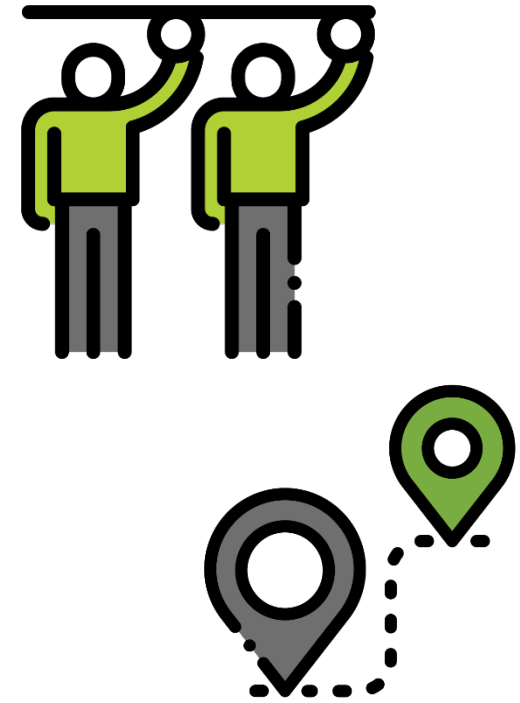
Assumptions / Forecasts

- \$13.8 Million from federal CARES Act
- Steady return from Mass Transit Fund
- \$2.20 per gallon for diesel
- Steady wage rate
- No service cuts or layoffs
- Paratransit trips declined, but will likely increase based on past trends
- Toll credits are no longer available for match



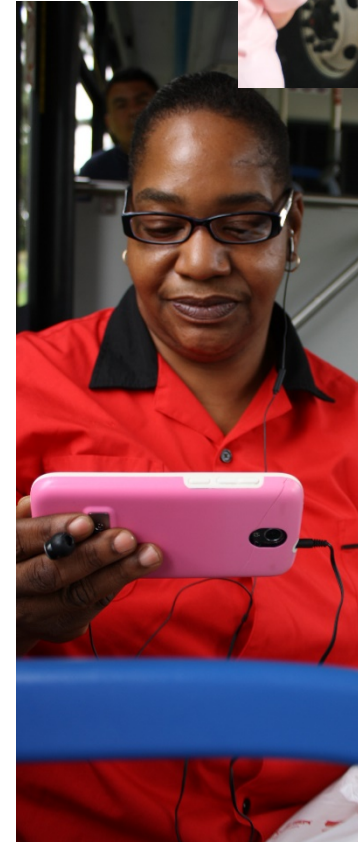
Mid-year Budget Adjustment is likely

- Great deal of uncertainty right now
 - Impacts to property tax receipts
 - Expiration of federal authorization bill
 - One-year budget from state
 - Possibility for a federal stimulus or infrastructure bill
 - Developing grant program for use of CARES Act funds
- Worse case scenario actions:
 - Access line of credit
 - Even greater worse case...Reduce service, layoff employees, raise fares, delay maintenance costs



FY 2021 Budget Summary

- Total Revenue
\$ 28,669,831
- Total Expense
\$ 28,669,831
- Total Capital
\$ 8,940,790
\$ 13,810,482 from FY 2020 CARES Act



2nd DRAFT Five Year Capital Budget*

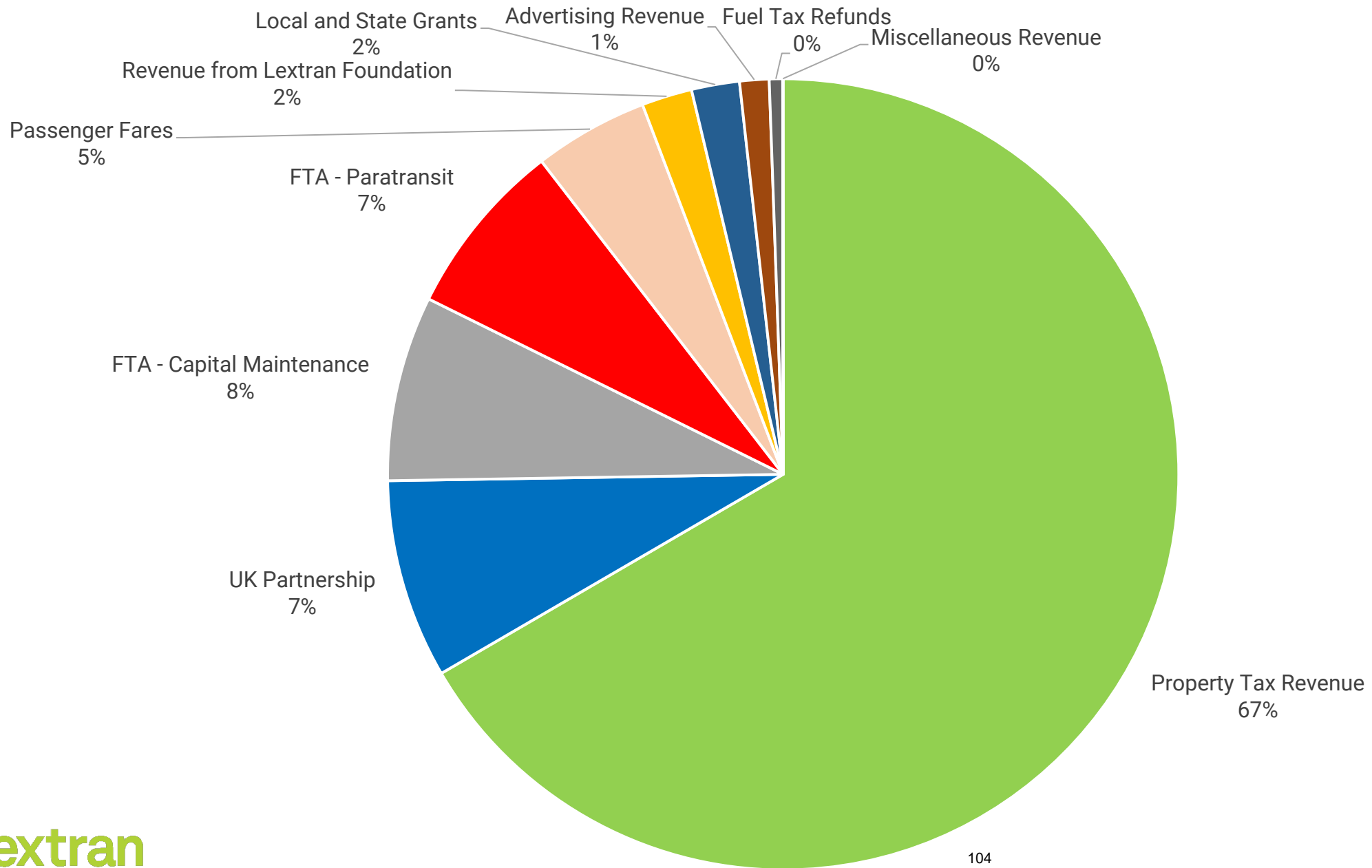
CAPITAL PROJECTS	FY2020	FY2021	FY2022	FY2023	FY2024
Bus Purchase (CNG)	\$ 572,572	\$ 715,715	\$ 715,715	\$ 715,715	\$ 715,715
Electric Buses & Chargers (CMAQ & LoNo)	\$ 4,026,000	\$ -	\$ -	\$ -	\$ -
Bus Canopy	\$ -	\$ 2,290,000			
ITS Technology Services	\$ 171,000	\$ 129,544	\$ 165,000	\$ 165,000	\$ 165,000
Service Vehicles	\$ -	\$ -	\$ 75,000	\$ 105,000	
Capital Cost of Contracting (Paratransit)	\$ 2,000,000	\$ 2,625,000	\$ 2,529,400	\$ 2,529,400	\$ 2,529,400
Other 3rd Party Contracts (Website, IT, etc.)	\$ 50,000	\$ -	\$ -	\$ -	\$ -
Capital Maintenance	\$ 1,862,869	\$ 2,750,000	\$ 2,941,799	\$ 2,895,935	\$ 2,895,935
Town Branch Commons Project (TIGER)*	\$ 1,862,500	\$ -	\$ -	\$ -	\$ -
Transit Enhancements (Shelters, Benches, Trash Cans)	\$ 40,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Improve Access to Fixed Route System (5310 funds)*	\$ 307,414	\$ -	\$ -	\$ -	\$ -
Hardware & Software (IT Projects)	\$ 168,500	\$ 125,531	\$ 62,500	\$ 62,500	\$ 62,500
Shop Tools & Equipment	\$ 372,938	\$ 25,000	\$ 250,000	\$ 18,750	\$ 123,750
Maintenance Facility Upgrades	\$ 126,000	\$ -	\$ -	\$ -	\$ -
Security Equipment	\$ 46,377	\$ 125,000	\$ 58,678	\$ 58,678	\$ 58,678
Comprehensive Operational Analysis (COA)	\$ -	\$ 80,000	\$ -	\$ -	\$ -
SUBTOTAL CAPITAL PROJECTS	\$ 11,606,170	\$ 8,940,790	\$ 6,873,092	\$ 6,625,978	\$ 6,625,978
CAPITAL FUNDS	FY2020	FY2021	FY2022	FY2023	FY2024
Federal Section 5307 Formula Funding	\$ 4,637,684	\$ 4,684,060	\$ 4,730,901	\$ 4,778,210	\$ 4,825,992
Section 5339 Bus & Bus Facilities Funding	\$ 572,572	\$ 572,572	\$ 572,572	\$ 572,572	\$ 572,572
Section 5339 LoNo Grant	\$ 2,290,000	\$ 2,290,000	\$ -	\$ -	\$ -
CMAQ (Electric buses & chargers)	\$ 1,388,800				
State Funding (Capital Maintenance)	\$ 497,500	\$ 250,000	\$ 100,000	\$ 100,000	\$ 100,000
Section 5310 Enhanced Mobility Seniors/Disabled	\$ 245,931	\$ -	\$ -	\$ -	\$ -
TIGER (Town Branch Commons Project)*	\$ 892,500	\$ -	\$ -	\$ -	\$ -
Local Mass Transit Fund**	\$ 1,081,183	\$ 1,144,158	\$ 1,225,868	\$ 1,237,696	\$ 1,249,641
SUBTOTAL FUNDS	\$ 11,606,170	\$ 8,940,791	\$ 6,629,341	\$ 6,688,478	\$ 6,748,205

2nd DRAFT Capital Improvement Projects FY 2021-2025

- Comprehensive Operations Analysis (funded by State planning funds)
- Fleet Replacement Plan for FY 2021
- Continue with RAMP program and Section 5310 projects - boarding areas, benches, shelters, etc.
- Start Transit Center Improvements as part of Town Branch Trail
- Seeking funds for upgrades and renovation to Lextran back-office area
- Start work on canopy project for bus yard at Loudon
- Begin Technology and Communications procurements



2nd DRAFT Fiscal Year 2021 Revenue

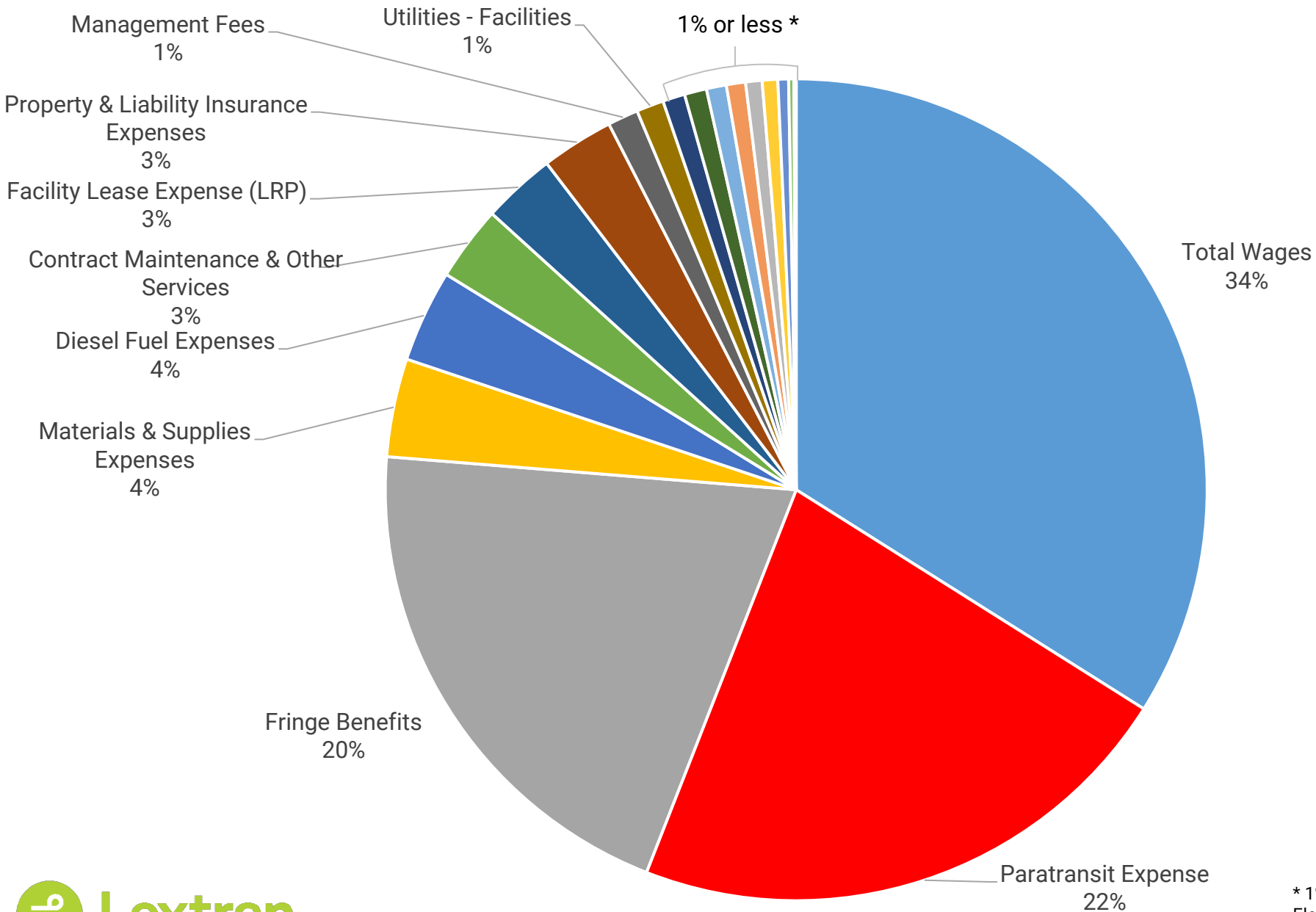


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2nd DRAFT Fiscal Year 2021 Revenue

Revenue Category	Annual Budget Fiscal Year 2020	Projected End Fiscal Year 2020	Annual Budget Fiscal Year 2021
Property Tax Revenue	\$ 18,772,115	\$ 19,360,000	\$ 19,360,000
UK Partnership	\$ 2,246,209	\$ 1,576,258	\$ 2,068,839
FTA -Capital Maintenance	\$ 1,912,869	\$ 1,912,869	\$ 2,200,000
FTA -Paratransit	\$ 2,000,000	\$ 2,000,000	\$ 2,100,000
Passenger Fares	\$ 1,358,248	\$ 948,026	\$ 1,259,000
Revenue from Lextran Foundation	\$ 586,091	\$ 586,091	\$ 598,992
Local and State Grants	\$ 250,000	\$ 497,500	\$ 570,000
Advertising Revenue	\$ 310,000	\$ 310,000	\$ 349,000
Fuel Tax Refunds	\$ 159,000	\$ 156,850	\$ 158,000
Miscellaneous Revenue	\$ 5,700	\$ 40,505	\$ 6,000
Total Revenue	\$ 27,600,232	\$ 27,388,099	\$ 28,669,831

2nd DRAFT Fiscal Year 2021 Expenses



* 1% or less each: Fuel Taxes, Professional Expense, CNG Fuel, Electric Bus utility, Advertising, Interest Expense, Vanpool, Dues, Travel, Training, Awards, Employee Engagement

2nd DRAFT Fiscal Year 2021 Expenses

Operating Expense Category	Annual Budget FY 2020	Projected End FY 2020	Annual Budget FY 2021
Total Wages	\$ 9,271,862	\$ 9,496,836	\$ 9,729,167
Paratransit Expense	\$ 5,802,040	\$ 5,000,000	\$ 6,300,000
Fringe Benefits	\$ 5,638,755	\$ 5,373,130	\$ 5,685,723
Materials & Supplies Expenses	\$ 1,116,000	\$ 1,155,000	\$ 1,107,500
Diesel Fuel Expenses	\$ 1,036,000	\$ 947,000	\$ 1,040,000
Contract Maintenance & Other Services	\$ 1,043,340	\$ 813,500	\$ 845,540
Facility Lease Expense (LRP)	\$ 812,809	\$ 805,245	\$ 826,058
Property & Liability Insurance Expenses	\$ 738,000	\$ 794,000	\$ 818,000
Management Fees	\$ 330,875	\$ 330,875	\$ 344,864
Utilities - Facilities	\$ 251,163	\$ 293,250	\$ 307,913
Professional & Technical Expenses	\$ 239,000	\$ 196,600	\$ 250,000
CNG Fuel Expenses	\$ 215,000	\$ 230,000	\$ 250,000
Fuel Taxes	\$ 214,000	\$ 220,727	\$ 225,000
Dues, Training, Training and Awards	\$ 174,250	\$ 139,525	\$ 215,900
Media Advertising Expenses	\$ 215,000	\$ 214,000	\$ 185,000
Interest Expense	\$ 190,420	\$ 168,400	\$ 174,816
Utilities - Electric Buses	\$ 81,508	\$ 101,168	\$ 120,000
Miscellaneous Expenses	\$ 65,000	\$ 49,200	\$ 59,600
Vanpool Expense	\$ 32,400	\$ 21,600	\$ 25,200
Total Expenses	\$ 27,600,232	\$ 26,508,330	\$ 28,669,831

Five Year Financial Plan

Cash Flow FY2020-FY2026					
DESCRIPTION	2020	2021	2022	2023	2024
CAPITAL ACTIVITIES					
5307 Grant Funds	\$774,769	\$584,126	\$478,089	\$478,089	\$478,089
5339 Grant Funds	\$572,572	\$572,572	\$572,572	\$572,572	\$572,572
5310 Grant Funds	\$245,931	\$0	\$0	\$0	\$0
5339 LoNo Grant Funds	\$2,290,000	\$2,290,000	\$0	\$0	\$0
CMAQ	\$1,388,800	\$0	\$0	\$0	\$0
TIGER Funds (Town Branch)	\$892,500	\$0	\$0	\$0	\$0
Total FTA Grant Funds	\$6,164,572	\$3,446,698	\$1,050,661	\$1,050,661	\$1,050,661
Bus Additions	\$4,598,572	\$715,715	\$715,715	\$715,715	\$715,715
Canopy Project	\$0	\$2,290,000	\$0	\$0	\$0
Support Vehicle Additions	\$0	\$0	\$75,000	\$105,000	\$0
Improve Access to Fixed Route System (5310)	\$307,414	\$0	\$0	\$0	\$0
Town Branch Corridor Project	\$1,862,500	\$0	\$0	\$0	\$0
Other Capital Uses (security, equipment, tire lease, etc.)	\$477,315	\$1,585,141	\$1,485,814	\$1,467,642	\$1,584,587
Total Capital Uses of Funds	\$7,245,801	\$4,590,856	\$2,276,529	\$2,288,357	\$2,300,302
NET CAPITAL CASH FLOW (Local Match)	(\$1,081,229)	(\$1,144,158)	(\$1,225,868)	(\$1,237,696)	(\$1,249,641)
*Assumes no toll credits for FY21-26					
OPERATING ACTIVITIES					
Property Taxes	\$19,360,000	\$19,360,000	\$19,747,200	\$20,142,144	\$20,544,987
Fare Revenue	\$948,026	\$1,259,000	\$1,223,404	\$1,233,400	\$1,243,440
Advertising	\$310,000	\$349,000	\$349,000	\$349,000	\$349,000
University of Kentucky Partnership	\$1,576,258	\$2,068,839	\$2,364,387	\$2,364,387	\$2,364,387
Miscellaneous Revenue	\$40,505	\$6,000	\$6,120	\$6,242	\$6,367
Fuel Tax Refund	\$156,850	\$158,000	\$161,160	\$164,383	\$167,671
FTA Revenue - Capital Cost of Contracting (PT)	\$2,000,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000
FTA Revenue - Preventive Maintenance (PM)	\$1,912,869	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000
State Revenue	\$497,500	\$250,000	\$100,000	\$100,000	\$100,000
Local Revenue	\$0	\$320,000	\$0	\$0	\$0
Revenue from Lextran Foundation	\$586,091	\$598,992	\$78,852	\$0	\$0
Total Operating Sources of Funds	\$27,388,099	\$28,669,831	\$28,330,123	\$28,659,556	\$29,075,852
General & Administrative	\$3,305,046	\$3,574,334	\$3,650,935	\$3,742,209	\$3,815,764
Operations (Includes Paratransit)	\$16,981,176	\$18,471,657	\$18,619,934	\$18,951,446	\$19,148,927
Maintenance	\$5,248,393	\$5,664,035	\$5,748,636	\$5,892,352	\$6,039,661
Note Payable Interest Payment	\$168,400	\$133,747	\$104,102	\$73,549	\$71,500
Lease Payment - Lextran Real Properties	\$805,245	\$826,058	\$206,515	\$0	\$0
Total Operating Uses of Funds	\$26,508,260	\$28,669,831	\$28,330,123	\$28,659,556	\$29,075,851
NET OPERATING CASH FLOW	\$879,839	\$0	\$0	\$0	\$0
Note Payable Principal Payment**	\$933,445	\$367,553	\$397,198	\$427,750	\$429,800
NET CASH FLOW	(\$1,134,835)	(\$1,511,711)	(\$1,623,066)	(\$1,665,446)	(\$1,679,441)
ENDING CASH BALANCE					
Unrestricted Cash	\$12,790,072	\$11,278,361	\$9,655,295	\$7,989,850	\$6,310,409
	\$0	\$0	\$0	\$0	\$0
Total Cash Balance*	\$12,790,072	\$11,278,361	\$9,655,295	\$7,989,850	\$6,310,409

*Depreciation not included ; **Annual 5th/3rd principle & interest = \$1,101,845 to ~\$501,300, last payment 7/1/2025

*Depreciation not included
**Annual Fifth Third principle & interest = \$1,101,845 to approx \$501,300
Last payment is due 7/1/2035

April 15, 2020

TO: The Board of Directors

FROM: Carrie Butler, General Manager

SUBJECT: Resolution to Authorize a Line of Credit

Attached is a resolution requesting authority for the execution, delivery, and performance of a revolving note ("line of credit") in favor of Fifth Third Bank in the initial aggregate outstanding principal amount not to exceed \$1,000,000. This line of credit will be put in place to accommodate the Authority's ongoing cash flow needs.

The Board approved Resolution 2019-10 on April 17, 2019 for a \$1,000,000 line of credit. That note will expire on April 20, 2020.

If you have any questions, please contact me at 255-7756.

RESOLUTION NO. 2020-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE BY THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT OF SECOND RENEWED REVOLVING NOTE IN FAVOR OF FIFTH THIRD BANK, NATIONAL ASSOCIATION IN THE FACE PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000.00.

WHEREAS, the Transit Authority of the Lexington-Fayette Urban County Government (the "Authority"), is a mass transit authority and political subdivision and body corporate of the Commonwealth of Kentucky, duly organized and validly existing under the provisions of Section 96A of the Kentucky Revised Statutes, as amended (the "Act"); and

WHEREAS, the Authority is currently indebted to Fifth Third Bank, National Association (the "Lender"), in the principal amount of \$1,000,000.00 (the "Revolving Loan") pursuant to that certain Renewed Revolving Note, dated April 20, 2019, made by the Authority in favor of the Lender (the "Original Note"), the proceeds of which are being used by the Authority to accommodate the Authority's ongoing cash flow needs in accordance with all applicable provisions of Kentucky law; and

WHEREAS, the Authority has solicited from the Lender and the Lender has agreed to renew the Original Revolving Note; and

WHEREAS, the Authority has determined that it is necessary and desirable at this time for the Authority to authorize the execution and delivery of each of the financing documents between the Lender and the Authority related to the foregoing renewal of the Original Revolving Note.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AS FOLLOWS:

SECTION 1. That the preambles of this Resolution be incorporated as an integral part of this Resolution, to the same extent as if repeated herein verbatim, it being declared that the findings and statements of fact set forth in such preambles are true and accurate in all material respects.

SECTION 2. That that certain Second Renewed Revolving Promissory Note, dated on or about the date hereof, in the face principal amount of \$1,000,000.00, made by the Authority in favor of the Lender, in the form attached hereto as Annex A and made a part hereof (the "Renewed Revolving Note"), is hereby authorized and approved. It is hereby found and determined that the Renewed Revolving Note is to be issued and delivered in furtherance of proper public purposes of the Authority. It is further determined that it is necessary and desirable and in the best interests of the Authority to issue and deliver the Renewed Revolving Note for the purposes therein specified, and the issuance, execution and delivery of the Renewed Revolving Note is hereby authorized and approved. Each of the Board Chair and General Manager of the Authority are hereby authorized to execute and deliver the Renewed Revolving Note, together with such other agreements, instruments or certifications which may be necessary to accomplish the transactions contemplated by the Renewed Revolving Note, with such changes in the Renewed Revolving Note not inconsistent with this Resolution and not

substantially adverse to the Authority as may be approved by the officials executing the same on behalf of the Authority. The approval of such changes by said officials, and that such are not substantially adverse to the Authority, shall be conclusively evidenced by the execution and delivery of such Revolving Note by such officials.

SECTION 3. That if any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions.

SECTION 4. That all resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its adoption.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Board of Directors held on April 15, 2020.

Christian Motley
Board Chair

CERTIFICATION

The undersigned, Chairperson of the Transit Authority of the Lexington-Fayette Urban County Government, does hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of the Transit Authority of the Lexington-Fayette Urban County Government, at a duly convened meeting properly held on April 15, 2020, signed by the Chairperson and now in full force and effect, as shown by the official records in my custody and under my control.

WITNESS my hand as of this ____ day of April, 2020.

Christian Motley
Board Chair

CHANGE ORDER REPORT - MARCH 2020

Contractor	Type of Service	Original Price	Change	Reason for Change	Prior Change Orders
American Red Cross - Bluegrass Chapter	Paratransit service	Annual Contract	No change in total contract cost	Provision of 'shadow service' along Lextran fixed routes; Monthly retainer with fare revenue adjustment to ensure full service restoration at end of COVID-19 pandemic disruption	none