



Grant Agreement

PARTIES TO THE AGREEMENT

This Grant Agreement ("Agreement") is made by and between the State of Wisconsin Department of Transportation ("Department") and the City of Whitewater ("Recipient").

FEDERAL LAW AND STATE STATUTE CITATION

Consistent with its authority under Section 85.20, Wisconsin Statutes; the provisions of 49 USC 5311; and rules set forth in chapters Trans 4 and Trans 6, Wisconsin Administrative Code, the Department hereby agrees to provide the Recipient with Section 5311 program funds in accordance with the terms and conditions of this Agreement, including those contained in attachments to this Agreement and documents incorporated by reference.

PERIOD OF PERFORMANCE

July 01, 2026 through December 31, 2027

AWARD MAXIMUM

Per Attachment A to this Agreement, the Department agrees to pay the Recipient Section 5311 funds not to exceed **\$69,760**.

This Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

Signed by:
Signature:
Rachelle Blitch
25A3026A7FE744F...

Name: Rachelle Blitch

Title: Director of Financial and Administrative Services

Date:
07/07/2026

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

Signed by:
Signature:
Ian Ritz
620330D322A8411...

Ian Ritz, Chief

Public & Specialized Transportation Section
Division of Transportation Investment Management

Date:
07/07/2026



Grant Agreement

ARTICLE 1. TERMS OF PAYMENT

- A. The Department shall make payment to the Recipient on a reimbursement basis, to offset expenses that the Recipient incurs in acquiring capital equipment, including rolling stock and facilities ("Project"), funded under this Agreement.
- B. The Department shall make payment to the Recipient upon its receipt and review of reimbursement documentation that is complete, accurate, and fully satisfies Department specifications. Such documentation shall include, but not be limited to, all applicable manufacturer or dealer invoices showing actual unit and total costs of purchased equipment or, for construction projects, all applicable invoices the Recipient receives in accordance with the payment schedule as specified in an associated construction contract. Progress payments on capital equipment may be made only at the discretion of the Department, with the Department's written approval, and in compliance with all applicable federal requirements.
- C. The Department shall pay the Recipient Section 5311 funds totaling the lesser of:
 - 1. the Award Maximum specified in this Agreement.
 - 2. 80% of the Recipient's eligible acquisition expenses for the capital equipment and attendant quantities specified in Attachment A.Capital item quantities are limited to those specified in Attachment A.
- D. The Department may withhold any and all payments due to the Recipient if the Recipient has not submitted any report(s) or other documentation required under another active transit funding grant agreement between the Recipient and Department, until such time as the Recipient submits it as prescribed by the Department.
- E. The Department may reduce reimbursements under this Agreement to avoid overpayment of federal capital assistance funds, consistent with the provisions of Article 1, Clause C.

ARTICLE 2. RECIPIENT REQUIREMENTS

- A. The Recipient shall complete all capital acquisitions funded under this Agreement during the specified Period of Performance (see page 1). If the Recipient fails to complete a Project within the Period of Performance, the Department shall take necessary actions to withdraw any uncommitted funds under the Agreement at that time. The Department retains the right to reassign uncommitted funds to other Section 5311 grant recipients.



- B. The Recipient may not use funds paid under this Agreement for expenses incurred outside the Period of Performance, nor for any equipment or services not specified in Attachment A, unless the Recipient has sought prior written approval from the Department and has received such approval.
- C. For all rolling stock purchased under this Agreement, the Recipient shall submit required post-delivery and reimbursement documentation to the Department within seven (7) days of vehicle acquisition, in the manner specified by the Department. The Recipient shall not place into revenue service any new vehicle for which the Department has not received and approved all required post-delivery documentation.

Post-delivery and reimbursement documentation shall be sent to one or both Department Contacts identified in Attachment C.

- D. The Recipient shall submit all invoices and other required documents in the manner and form that the Department prescribes.
- E. The Recipient shall inspect all equipment purchased using funds provided under this Agreement immediately upon receipt from a vendor or manufacturer. Inspections to include a check of specifications and, in the case of a vehicle purchase, a road test.
- F. The Recipient may not use funds paid under this Agreement to purchase service or capital items from, or make sub-grants to, any third party without an attendant written contract, agreement, or purchase order.
- G. The Recipient may neither issue nor execute a contract, agreement, or purchase-of-service order without first completing a procurement that follows Department procedures and that satisfies applicable federal and State procurement requirements. Third-party contracts, agreements, or purchase orders shall be available for inspection by Department officials, employees, or designees upon request.
- H. Before initiating a procurement to purchase any capital item from a third party using funds provided under this Agreement, the Recipient shall:
 - 1. consult the Department to review the process for conducting the procurement consistent with federal and State of Wisconsin procurement requirements.
 - 2. notify the Department in writing of its intention to purchase the item. Such notification shall include the source of funds with which the Recipient will make the purchase (by Federal Award Identification Number, shown in Attachment A) and an assurance that the procurement will follow all applicable rules and procedures.
- I. Upon completing a procurement to purchase capital items from a third party using funds provided



under this Agreement, the Recipient shall provide the Department with complete written documentation of the procurement process. If, based on this documentation, the Department determines that the Recipient's procurement has satisfied all applicable rules and procedures, the Department shall issue written approval to the Recipient to make an award.

- J. The Recipient shall send to the Department all contracts between the Recipient and any third party receiving funds under this Agreement.
- K. The Recipient shall ensure that all Project equipment is managed and used only for the provision of public transportation services, consistent with the Recipient's 2026 Public Transit Assistance Program application ("Application"), including the associated Transit Management Plan ("Management Plan") and all other attachments thereto, as approved by the Department.. Project equipment shall be operated only within the transit service area described in the Application. Project rolling stock shall be clearly marked for public use.
- L. The Recipient shall maintain, in an amount and form satisfactory to the Department, such insurance or self-insurance (including property, personal injury and collision coverage) as will be adequate to cover the current value of Project equipment and rolling stock throughout the period of required use.
- M. Project equipment shall be titled in the Recipient's name, subject to restrictions on equipment use and disposition set forth herein. For any vehicle acquired with Project funds, the Recipient or its vendor must submit an application for title and registration that identifies the Department as the sole secured party.
- N. The Recipient may not execute any transfer of title, lease, lien, pledge mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the federal interest in any Project real property or equipment; nor may the Recipient obligate itself, in any other manner, to any third party with respect to Project real property or equipment, unless such transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by the Department; nor may the Recipient, by any act or omission, adversely affect the federal interest or impair the Recipient's continuing control over the use of Project real property or equipment.
- O. The Department may require the Recipient to restore equipment and rolling stock or pay for damages to the equipment and rolling stock as a result of abuse or misuse of such equipment and rolling stock with the Recipient's knowledge and consent.
- P. The Recipient shall develop a written maintenance plan in accordance with Department requirements and shall perform preventive maintenance consistent with the plan on all equipment, facilities, and rolling stock acquired using Section 5311 funds at levels no less than manufacturers' recommended specifications. The Recipient shall ensure that all such assets are properly maintained at all times, and shall maintain records of preventive maintenance activities performed



on all such assets. The Recipient shall adhere at all times to Department rules and guidelines regarding satisfactory continuing control for equipment, rolling stock, and facilities acquired using Section 5311 funds.

- Q. The Recipient shall maintain such records regarding use of Project equipment as the Department specifies or federal law requires, shall submit them to the Department upon request. If during its useful life, any Project equipment is withdrawn from public transportation service, the Recipient shall immediately notify the Department and request disposition instructions.
- R. The Department shall have the right to conduct periodic capital equipment inspections and maintenance record reviews for the purpose of confirming that proper maintenance policies and procedures are being followed. The Recipient shall make available to the Department upon request all Project equipment and/or attendant maintenance and usage records.
- S. The Recipient shall immediately notify the Department in all cases where Project equipment or rolling stock is used in a manner substantially different from that described in the Application.
- T. The Recipient shall obtain prior written concurrence from the Department for any proposed sale of equipment or rolling stock, title transfer, or lease to another agency. The Recipient shall complete the Department's procedures for disposal of all Project equipment before selling it or using it for a purpose other than that specified in the Recipient's Application.
- U. All materials, equipment, and supplies that the Recipient acquire under this Agreement shall comply fully with all applicable OSHA standards and safety requirements as set forth in State law or rule.
- V. The Recipient shall comply with the terms and conditions of the Special Section 5333(b) Warranty for Application (formerly known as Section 13(c)) to the Small Urban and Rural Program as promulgated by the U.S. Department of Labor. The Recipient hereby assumes all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.
- W. The Recipient shall comply with all applicable federal statutes relating to Civil Rights and nondiscrimination. The Recipient shall create, maintain, and comply with a Title VI Plan that the Department has approved.
- X. The Recipient shall comply with all applicable federal and State statutes relating to Equal Employment Opportunity.
- Y. The Recipient shall comply with and participate in compliance site reviews conducted by the Department or its authorized contractor.
- Z. The Recipient shall include the following notification language of federal participation in all its requests for proposals, solicitations, contracts, press releases, brochures, web site(s), or other publications, etc., funded under this grant, based on the source of funding:



"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509)."

ARTICLE 3. ACCOUNTING, RECORDS, AUDITS AND INDEMNIFICATION

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if so required under federal law. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All expenses that the Recipient incurs under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the expense. The Recipient, any other Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Agreement. The Recipient shall be responsible for ensuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.
- C. The Recipient shall retain all accounts and records as required above for a minimum of three (3) years after receipt of final payment under this Agreement. The Recipient shall provide all such accounts and records to the Department or its designee upon request for inspection and audit purposes.
- D. The Recipient shall allow access the Department or its designee to inspect all vehicles, facilities, and equipment that are acquired with funds provided under this Agreement; all transportation services rendered by the Recipient through the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.
- E. If a Department audit establishes that payment to the Recipient under the terms of this Agreement has exceeded the allowable maximum under this Agreement, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to the maximum allowed in this Agreement.
- F. The Department shall have the right, upon reasonable notice but not less than forty-eight hours' notice, except in an emergency as determined by the Department, to audit, inspect, and/or obtain copies of Recipient's records, books, documents, and other materials, in whatever form maintained, as reasonably necessary to verify Recipient's compliance with the terms of this Grant Agreement including all applicable federal, state, and local laws, rules, regulations and lawful Executive orders or policies ("Applicable Laws"). Recipient shall cooperate fully with such audits and shall make available to the Department all relevant records, personnel, and facilities.



- G. If any audit or inspection reveals non-compliance, Recipient shall promptly take corrective action at its sole expense. Failure to take corrective action within thirty (30) days of the notice may result in the Department's withdrawal of funding.
- H. Recipient shall indemnify, defend, and hold harmless the Department, its affiliates, officers, directors, employees, and agents from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (i) Recipient's failure to comply with Applicable Laws, including federal provisions or Executive Orders; or (ii) any claim, investigation, or proceeding by a governmental authority or third party arising out of Recipient's non-compliance.
- I. The obligations set forth in this Section shall survive termination or expiration of this Grant Agreement.

ARTICLE 4. TERMINATION OF AGREEMENT

- A. The Department may terminate this Agreement at any time that the Department Secretary determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Agreement or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement upon providing the Department with a written request at least thirty (30) calendar days prior to the proposed termination date.
- C. In the event this Agreement is terminated, the Department shall be liable only for federal grant payments for eligible capital equipment acquired and paid for before the termination effective date, not to exceed 80% of the Recipient's total eligible expenses.
- D. Upon termination of this Agreement, the Department shall determine whether the Recipient must dispose of any Project equipment and shall so notify the Recipient. Upon Department notification, the Recipient shall dispose of any designated Project equipment as instructed by the Department.

ARTICLE 5. WHOLE AGREEMENT

- A. All attachments to, and all documents explicitly incorporated by reference into, this Agreement are herein made part of this Agreement by annexation. The Recipient shall review all attachments to this Agreement and documents incorporated into it by reference under this Article, and shall adhere to all applicable requirements therein.



WisDOT Transit Management System

Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2026 Program Grant Agreement
City of Whitewater
UEI: L1BAVJAH5J25

B. Attachments to this Agreement are:

1. Attachment A: Grant Award Details
2. Attachment B: Department Contacts

C. This Agreement incorporates by reference:

1. the entirety of the Recipient's Application, including the Management Plan and other documents attached thereto.
2. the Department's 2026 Application instructions.
3. the Department's Public Transit Grantee Guide (February 2022).
4. Federal Transit Administration Master Agreement, FTA MA (34) November 26, 2025.
5. Federal Certifications and Assurances for WisDOT 5311 Grant Agreements Calendar Year 2026 (October 09, 2025).

These documents are posted on the Department's web-based Transit Management System (TMS) located at www.wisdot.us-1.smartsimple.com. The Recipient may also obtain copies from a Department Contact upon request.



Attachment A: Grant Award Details

Section 5311 Grant Program

Award Summary

STIP ID	Activity Line Item	Project Description	Qty	Cost Item	Amount
5311S26-CRS21 March 2026	11.12.15	Purchase Replacement Van	1	Project Cost	\$87,200
				Federal Share	\$69,760
				Local Share	\$17,440
Total Project Cost					\$87,200
Total Section 5311 (Federal) Share					\$69,760

Funding Details

This grant is funded by the Federal Transit Administration (FTA) as authorized under 49 USC 5311 (Formula Grants for Rural Areas, CFDA 20.509).

Federal Award Agency USDOT Federal Transit Administration

Passthrough Entity Wisconsin Department of Transportation

Division of Transportation Investment Management

Federal Award Identification Number (FAIN): WI-2023-030-03

Federal Award Date: August 28, 2024

The Department shall commit the Recipient's full obligated award amounts upon receipt of this signed Agreement.



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2026 Program Grant Agreement
City of Whitewater
UEI: L1BAVJAH5J25

Attachment B: Department Contacts

Section 5311 – Formula Grants for Rural Areas

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WisDOT
Transit Management System

Federal Transit Administration §5311
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