



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, December 11, 2018

2:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[18-1815](#) Approval of minutes from previous meeting

Attachments: [MeetingMinutes 10-23-18.pdf](#)

4. **Public Hearings/Apearances**

[18-1816](#) Public Participation on Agenda Items

5. **Action Items**

[18-1817](#) Approval of Payments

Attachments: [October 2018 Check Register.pdf](#)

[October 2018 P-Card Report.pdf](#)

[November 2018 Check Register.pdf](#)

[November 2018 P-Card Report.pdf](#)

[18-1818](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2019 Contingent on Outagamie County Approval

Attachments: [2019 Outagamie County Contract.pdf](#)

[18-1819](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2019 Contingent on Winnebago County Approval

Attachments: [2019 Winnebago County Contract.pdf](#)

- [18-1820](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2019 Contingent on Calumet County Approval
Attachments: [2019 Calumet County Contract.pdf](#)
- [18-1821](#) Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial A Ride Service for 2019 Contingent on City of Neenah and the Village of Fox Crossing Approval
Attachments: [2019 NW Dial-A-Ride Local Share Contract.pdf](#)
- [18-1823](#) Approve the Memorandum of Understanding between the City of Appleton, Valley Transit and Community Care Inc. for 2019 Specialized Transportation Services
Attachments: [2019 Community Care Memorandum of Understanding.pdf](#)

6. Information Items

- [18-1824](#) Financial Report
Attachments: [2018 FCTC Monthly Income Statement.pdf](#)
[2018 FCTC Monthly Income Statement \(PT\).pdf](#)
- [18-1825](#) Ridership and Revenue
Attachments: [October Ridership.pdf](#)
- [18-1826](#) Lease Agreement with Lamers
Attachments: [Lease Agreement with Lamers.pdf](#)
- [18-1827](#) Grant discussion
- [18-1828](#) Request for Future Agenda Items

7. Next Meeting Date & Time

- December 25, 2018, 2:00 PM - Cancelled
- January 8, 2019, 2:00 PM
- January 22, 2019, 2:00 PM

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
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Meeting Minutes - Draft Fox Cities Transit Commission

Tuesday, October 23, 2018

2:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 11 - Kasimor, Detienne, Nau, Dearborn, Wurdinger, Brown, Wilson, Dexter, VandeHey, Lobner and Stephenson

Excused: 2 - Vice Chair Buckingham and Martin

3. Approval of minutes from previous meeting

[18-1575](#)

Approval of Meeting Minutes from 9-26-2018

Attachments: [Meeting Minutes 9-26-18.pdf](#)

Commissioner Detienne moved, seconded by Commissioner Dearborn, that the Minutes be approved. Voice Vote. Motion Carried.

4. Public Hearings/Appearances

[18-1385](#)

Public Participation on Agenda Items

There was no public participation on the agenda.

5. Action Items

[18-1552](#)

2019 Budget

Attachments: [2019 Valley Transit Budget.pdf](#)

Commissioner Detienne moved, seconded by Commissioner Dearborn, that the Report Action Item be recommended for approval. Voice Vote. Motion Carried.

[18-1556](#)

Authorization to Accept Federal Grant of \$4,000,000 to Purchase Buses

Attachments: [FCTC Grant acceptance memo 5539 - 2018 \(3\).pdf](#)

Commissioner Dearborn moved, seconded by Commissioner Wurdinger, that the Report Action Item be recommended for approval. Voice Vote. Motion Carried.

6. Information Items

[18-1550](#)

Approval of Payments

Attachments: [September 2018 Check Register.pdf](#)

[September 2018 P-Card Report.pdf](#)

This action item was moved to information items.

Commissioner Nau moved, seconded by Commissioner Wurdinger, that the Report Action Item be approved. Voice Vote. Motion Carried.

[18-1564](#)

Financial Report

Attachments: [2018 FCTC Monthly Income Statement.pdf](#)

[2018 FCTC Monthly Income Statement \(PT\).pdf](#)

This Report Action Item was presented.

[18-1565](#)

Ridership and Revenue

Attachments: [September Ridership.pdf](#)

This Report Action Item was presented.

[18-1566](#)

KPI

Attachments: [KPI 2018 Q3.pdf](#)

This Report Action Item was presented.

[18-1567](#)

Octoberfest

This Report Action Item was discussed.

[18-1568](#)

Trolley

This Report Action Item was discussed.

[18-1569](#)

VT II discussion

This Report Action Item was discussed.

[18-1570](#)

Request for Future Agenda Items

This Report Action Item was discussed.

7. Next Meeting Date & Time

[18-1576](#)

November 13, 2018, 2:00 PM

This meeting is cancelled.

[18-1577](#)

November 27, 2018, 2:00 PM

This Report Action Item was discussed.

8. Adjournment

A motion was made by Commissioner Detienne, seconded by Commissioner Nau that this meeting was adjourned. Voice Vote. The motion carried unanimously.

Check Register with General Ledger Accounts
 Check Date 10/01/18 thru 10/31/18

Check No.	Check Date	Payee Number	Payee Name	Voucher Number	Explanation -Remark-	Payment Amount	Bus. Unit	Obj Acct	Sub	Sub1	Voucher Amount	Dis Take
537433	10/03/18	252304	GENFARE, DIVISION	385322 385323	C12675-0003 Power su Cash Box Guide, Righ	929.18-	580	2160 580 2160			864.13 65.05	
total											929.18	
537434		317438	GOODYEAR TIRE AND	385324	August 2018 miles	51.72-	580	2160			51.72	
total											51.72	
537443		59117	LAMERS BUS LINES,	385290	aug	8,674.80-	5860	6408	1821		8,674.80	
total											8,674.80	
537444		18438	LEVENHAGEN OIL CO	385333	#2 Ultra Low Sulfur	18,845.77-	580	2160			18,845.77	
total											18,845.77	
537511	10/10/18	157809	APPLETON SIGN COM	385468 385469	anniversary logo karma group	2,845.64-	5840	6328 5840 6328			195.97 2,649.67	
total											2,845.64	
537552		196091	KWIK TRIP, INC	385500 385500	fuel fuel	2,279.92-	5820	6322 5840 6322			303.20 1,976.72	
total											2,279.92	
537585		313461	RED SHOES PR, INC	385587	September Services	7,110.00-	580	2160			7,110.00	
total											7,110.00	
537627		97674	JAKUBEK, JOSHUA	385555	cdl renewal	40.00-	5810	6303			40.00	
total											40.00	
537645	10/17/18	58712	AT&T	385627	10/18 security syste	781.89-	5810	6413	7		312.75	
total											312.75	
537648		182019	CALUMET COUNTY DE	385630 385630 385630	sep service/fares sep service/fares sep service/fares	431.89-	5860	4230 5860 4875 5860 6408	1818		635.56 1,735.20- 1,531.53	
total											431.89	
537665		162886	FOX VALLEY CAB	385647 385647 385647 385647 385647 385647	sept nw dar sept nw dar sept nw dar sept nw dar sept nw dar sept nw dar	8,358.00-	5860	4875 4875 4875 6408 6408 6408	1813		2,128.00- 206.50- 451.50- 8,512.00 826.00 1,806.00	
total											8,358.00	
537705		288606	POMP'S TIRE - APP	385608 385609 385610 385611	TRK DISMOUNT & MOUNT TRK DISMOUNT & MOUNT 8.25X22.5 HP10 XP 33 LT225/75R16/10 TRANS	7,298.00-	580	2160 580 2160 580 2160 580 2160			300.00 210.00 6,560.00 228.00	
total											7,298.00	
537711		246271	RUNNING, INC.	385697 385697 385697 385697 385697 385697 385697 385697 385697 385697 385698	Connector Tickets Agency Local Share Agency Local Share Connector ESA Fares Connector ESH Fares ESA Ticket Revenue ESH Ticket Revenue Connector ESA Connector ESH Fuel escalator/deesc VTII Premium	171,961.90-	580	2131 2131 4230 4875 4875 4875 4875 6408 6408 6408 2130	1819 1820 1819 1820 1819 1820 1819		2,016.00 390.00 390.00- 1,124.00- 5,418.00- 768.00- 1,248.00- 9,696.50 28,441.60 418.22 7,116.00	

Check Register with General Ledger Accounts
 Check Date 10/01/18 thru 10/31/18

Check No.	Check Date	Payee Number	Payee Name	Voucher Number	Explanation -Remark-	Payment Amount	Bus. Unit	Obj Acct	Sub	Sub1	Voucher Amount	Dis Take
537711	10/17/18	246271	RUNNING, INC.	385698	VTII Agency	171,961.90-	580	2132			20,056.00	
				385698	Local Share of Agenc		580	2132			23,806.50	
				385698	VTII Basic		580	2133			8,268.00	
				385698	Local Share of Agenc		5850	4230			23,806.50-	
				385698	Tickets		5850	4875		1805	35,440.00-	
				385698	VTII Cash Fares		5850	4875		1805	4,690.00-	
				385698	VT II		5850	6408		1805	139,656.05	
				385698	Fuel Escalator		5850	6408			1,585.78	
				385698	Elderly Fares		5860	4875		1806	848.00-	
				385698	Sunday Fares		5860	4875		1807	1,474.00-	
				385698	Elderly		5860	6408		1806	3,423.80	
				385698	Sunday		5860	6408		1807	2,164.10	
				385699	ochst sept service		5860	6408		1810	129.85	
total											171,961.90	
537787	10/24/18	17806	KOBUSSEN BUSES, L	385790	rural	50,499.51-	5860	4875		1809	3,480.00-	
				385790	rural		5860	6408		1809	13,872.46	
				385791	sheltered workshop		5860	6408		1808	40,107.05	
total											50,499.51	
537829		37022	WE ENERGIES	385842	7216-827-232 Elec	31,528.68-	5810	6413		1	960.35	
				385842	7216-827-232 Gas		5810	6413		2	37.20	
				385842	5028-442-903		5810	6413		1	2,323.81	
				385842	5070-604-479		5810	6413		2	30.73	
				385842	0425-072-359		5810	6413		1	522.56	
				385842	6404-083-107		5810	6413		2	10.56	
total											3,885.21	
537873	10/31/18	95126	EJ ARENA SPORTS,	385873	uniforms	661.00-	5840	6321		1	661.00	
total											661.00	
537882		35641	GARROW OIL CORPOR	385911	#2 Ultra Low Sulfur	38,860.56-	580	2160			18,729.61	
				385911	Additive		5840	6322			.37-	
total											18,729.24	
537883		317438	GOODYEAR TIRE AND	385913	September 2018 miles	394.36-	580	2160			394.36	
total											394.36	
537897		59117	LAMERS BUS LINES,	385941	trolley	8,891.67-	5860	6408		1821	8,891.67	
total											8,891.67	
537898		18438	LEVENHAGEN OIL CO	385998	#2 Ultra Low Sulfur	18,056.25-	580	2160			18,056.25	
total											18,056.25	
537921		18711	RICOH USA, INC.	385951	VT Lease	6,798.83-	5810	6320		1	31.34	
				385951	VT Lease		5810	6320		1	195.51	
				385951	VT Copies		5810	6320		1	212.29	
total											439.14	
537938		8942	ULTIMATE CLEANING	385961	cleaning	603.48-	5830	6599			128.88	
				385962	cleaning		5830	6599			474.60	
total											603.48	
total											331,299.43	

Monthly Transaction Report

Transaction Merchant Name	Transaction Date	Transaction Amount
AIRGASS NORTH	10/03/2018	47.35
AUTOMOTIVE SUPPLY CO	10/01/2018	8.40
AUTOMOTIVE SUPPLY CO	10/02/2018	58.58
AUTOMOTIVE SUPPLY CO	10/04/2018	219.14
AUTOMOTIVE SUPPLY CO	10/05/2018	1,168.65
AUTOMOTIVE SUPPLY CO	10/05/2018	19.50
AUTOMOTIVE SUPPLY CO	10/09/2018	11.40
AUTOMOTIVE SUPPLY CO	10/09/2018	25.99
AUTOMOTIVE SUPPLY CO	10/16/2018	1.98
AUTOMOTIVE SUPPLY CO	10/17/2018	(268.00)
AUTOMOTIVE SUPPLY CO	10/17/2018	1,219.08
CADRE	10/08/2018	989.15
CADRE	10/12/2018	982.68
CADRE	10/26/2018	1,933.04
CELLCOM	10/26/2018	284.34
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	70.65
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	70.65
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	66.15
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	66.15
CINTAS 443	10/26/2018	70.65
CINTAS 443	10/26/2018	39.59
CINTAS 443	10/26/2018	39.59
ENTERPRISE RENT-A-CAR	10/17/2018	447.27
GARROW PROPANE CORP	10/03/2018	125.19
GARROW PROPANE CORP	10/25/2018	206.59
JX ENTERPRISES	10/04/2018	4,498.89
JX TRUCK CENTER APPLETON	10/12/2018	932.94
JX TRUCK CENTER APPLETON	10/15/2018	491.88
JX TRUCK CENTER APPLETON	10/15/2018	890.82
JX TRUCK CENTER APPLETON	10/16/2018	494.54
JX TRUCK CENTER APPLETON	10/24/2018	2,116.38
JX TRUCK CENTER APPLETON	10/29/2018	37.46
KITZ & PFEIL APPLETON	10/04/2018	38.68

Monthly Transaction Report

Transaction Merchant Name	Transaction Date	Transaction Amount
KWIK TRIP 17500001750	10/17/2018	\$ 59.71
MIDWEST COMMUNICATIONS	10/03/2018	2,800.00
NORTHSIDE TRUE VALUE	10/26/2018	3,557.96
NORTHSIDE TRUE VALUE	10/17/2018	13.41
NORTHSIDE TRUE VALUE	10/04/2018	14.62
OFFICE DEPOT #142	10/08/2018	65.98
PAW*AUTOMOTIVE SUPPLY CO	10/22/2018	856.69
PAW*AUTOMOTIVE SUPPLY CO	10/23/2018	19.35
PAW*AUTOMOTIVE SUPPLY CO	10/23/2018	69.90
PAW*AUTOMOTIVE SUPPLY CO	10/24/2018	93.70
PAW*AUTOMOTIVE SUPPLY CO	10/24/2018	28.49
PAW*AUTOMOTIVE SUPPLY CO	10/25/2018	260.30
PAW*AUTOMOTIVE SUPPLY CO	10/25/2018	8.07
PAW*AUTOMOTIVE SUPPLY CO	10/26/2018	31.68
PAW*AUTOMOTIVE SUPPLY CO	10/29/2018	30.00
PAW*AUTOMOTIVE SUPPLY CO	10/29/2018	116.22
PAW*AUTOMOTIVE SUPPLY CO	10/29/2018	454.77
PAW*AUTOMOTIVE SUPPLY CO	10/29/2018	10.99
PAW*AUTOMOTIVE SUPPLY CO	10/29/2018	65.34
PAW*AUTOMOTIVE SUPPLY CO	10/30/2018	187.52
QUILL CORPORATION	10/05/2018	103.85
QUILL CORPORATION	10/24/2018	257.71
QUILL CORPORATION	10/30/2018	161.96
RADISSON HOTELS	10/17/2018	270.00
RADISSON HOTELS	10/17/2018	298.00
RADISSON HOTELS	10/17/2018	329.16
RADISSON HOTELS	10/18/2018	(39.16)
SAMS CLUB #6321	10/12/2018	197.28
SAMISCLUB #8149	10/28/2018	88.40
TACO BELL #031491	10/24/2018	8.47
TCAW OCC HEALTH	10/25/2018	77.87
TCAW OCC HEALTH	10/25/2018	471.88
TCAW OCC HEALTH	10/25/2018	155.74
TCAW OCC HEALTH	10/25/2018	77.87
TCAW OCC HEALTH	10/25/2018	139.06
TLF-MEMORIAL FLORISTS AND	10/19/2018	70.00

Monthly Transaction Report

Transaction Merchant Name	Transaction Date	Transaction Amount
UFIRST *LAUNDRY SVCS	10/26/2018	238.54
USPS PO 5602500943	10/18/2018	1.21
VP*MINNESOTA PUBLIC TRANS	10/08/2018	(250.00)

Monthly Transaction Report Output Parameter Page

Transaction Date: 10/01/2018 to 10/31/2018

Sort Report By: (1) Transaction Merchant Name, (2) No Sort, (3) No Sort, (4) No Sort
Break/Subtotal Level: No Break/Subtotal

Processing Hierarchy:	Bank	Agent	Company	Division	Department
	3757	6815	22954	5810	All

12/05/2018 12:28
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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2018/11 TO 2018/11									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION		
580							Valley Transit		
580	160100						Prepaid Expenses		
001374	TRAPEZE SOFTWARE GRO	219	0	2018 11 INV P	15,955.00	111418	120 novus drm		
				ACCOUNT TOTAL	15,955.00				
580	213000						Premium Paratransit Ticket		
001186	RUNNING, INC.	3801	0	2018 11 INV P	8,478.00	112818	296 Elderly & Sunday Se		
				ACCOUNT TOTAL	8,478.00				
580	213100						Connector Ticket Sales		
001186	RUNNING, INC.	3811	0	2018 11 INV P	2,833.00	112818	296 Connector Service		
				ACCOUNT TOTAL	2,833.00				
580	213200						Agency Ticket Sales		
001186	RUNNING, INC.	3801	0	2018 11 INV P	53,333.75	112818	296 Elderly & Sunday Se		
				ACCOUNT TOTAL	53,333.75				
580	213300						Basic Paratransit Ticket		
001186	RUNNING, INC.	3801	0	2018 11 INV P	10,100.00	112818	296 Elderly & Sunday Se		
				ACCOUNT TOTAL	10,100.00				
				ORG 580 TOTAL	90,699.75				
58071000							VT 5307 Admin		
58071000	423000						Miscellaneous Local Aids		
000278	CITY OF KAUKAUNA	769	0	2018 11 INV P	15,586.00	112818	230 3rd qtr state/fed r		
000280	CITY OF MENASHA	772	0	2018 11 INV P	26,530.00	112818	231 3rd qtr state/fed r		
000281	CITY OF NEENAH	774	0	2018 11 INV P	54,718.00	112818	232 3rd qtr state/fed r		
001363	TOWN OF BUCHANAN	767	0	2018 11 INV P	8,818.00	112818	304 3rd qtr state/fed r		
001366	TOWN OF GRAND CHUTE	768	0	2018 11 INV P	86,162.00	112818	305 3rd qtr state/fed r		
001446	VILLAGE OF KIMBERLY	770	0	2018 11 INV P	10,764.00	112818	314 3rd qtr state/fed r		
001447	VILLAGE OF LITTLE CH	771	0	2018 11 INV P	11,356.00	112818	315 3rd qtr state/fed r		
001577	VILLAGE OF FOX CROSS	773	0	2018 11 INV P	32,234.00	112818	313 3rd qtr state/fed r		
001579	WINNEBAGO COUNTY	776	0	2018 11 INV P	32,570.00	112818	320 3rd qtr state/fed r		
001596	OUTAGAMIE COUNTY	775	0	2018 11 INV P	75,080.00	112818	282 3rd qtr state/fed r		
001621	CALUMET COUNTY	766	0	2018 11 INV P	4,100.00	112818	223 3rd qtr state/fed r		

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2018/11 TO 2018/11								
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK		DESCRIPTION	
			ACCOUNT TOTAL			357,918.00		
58071000 620500			Employee Recruitment					
001650 WISCONSIN DEPARTMENT	561	0	2018 11 INV P			20.00		BUS DRIVER BACKGROU
			ACCOUNT TOTAL			20.00		
58071000 632700			Miscellaneous Equipment					
999990 CDW GOVT #PSV1725	85	0	2018 11 INV P			939.24		Scanner for Deb Ebb
			ACCOUNT TOTAL			939.24		
58071000 640800			Contractor Fees					
001771 RED SHOES PR, INC.	72	180008	2018 11 INV P			5,272.88	111418	107 Open PO for Marketi
			ACCOUNT TOTAL			5,272.88		
58071000 641200			Advertising					
000062 AMERICAN PUBLIC TRAN	446	0	2018 11 INV P			446.31	112018	145 legal ad rfq vtii
			ACCOUNT TOTAL			446.31		
58071000 641301			Electric					
001575 WE ENERGIES	52	0	2018 11 INV P			3,744.85	112018	207 7216-827-232 Elec T
			ACCOUNT TOTAL			3,744.85		
58071000 641302			Gas					
001575 WE ENERGIES	52	0	2018 11 INV P			305.05	112018	207 7216-827-232 Gas Tr
			ACCOUNT TOTAL			305.05		
58071000 641307			Telephone					
000132 AT&T	364	0	2018 11 INV P			312.72	112018	148 9207300780 935 6
			ACCOUNT TOTAL			312.72		
58071000 659900			Other Contracts/Obligation					
000531 FOX VALLEY COMMUNICA	217	0	2018 11 INV P			56.00	111418	65 translation service
001885 IMAGE STUDIOS, INC.	218	0	2018 11 INV P			1,200.00	111418	74 bus photography
			ACCOUNT TOTAL			1,256.00		
			ORG 58071000 TOTAL			370,215.05		
58072000			VT 5307 Vehicle Maintenance					
58072000 630901			Shop Supplies					
999990 TARTAN SUPPLY CO INC	928	0	2018 11 INV P			468.44		Custodial supplies
			ACCOUNT TOTAL			468.44		

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2018/11 TO 2018/11									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION		
58072000 632200			Gas Purchases						
000763 KWIK TRIP, INC	27	0	2018 11 INV P		349.13	110718	13 fuel		
			ACCOUNT TOTAL		349.13				
58072000 632601			Repair Parts						
001455 VOITH TURBO, INC.	454	0	2018 11 INV P		9,750.00	112018	204 gearbox		
			ACCOUNT TOTAL		9,750.00				
58072000 641800			Equip Repairs & Maint						
000561 GENFARE, DIVISION OF 678		0	2018 11 INV P		277.03	112818	250 farebox parts		
000561 GENFARE, DIVISION OF 679		0	2018 11 INV P		1,516.58	112818	250 farebox parts		
000561 GENFARE, DIVISION OF 680		0	2018 11 INV P		95.08	112818	250 s/a data port		
					1,888.69				
			ACCOUNT TOTAL		1,888.69				
			ORG 58072000 TOTAL		12,456.26				
58074000			VT 5307 Operations						
58074000 611400			Sick Pay						
000952 NATIONWIDE RETIREMEN	246	0	2018 11 INV P		23,136.00	111418	102 vc/fh/sick		
			ACCOUNT TOTAL		23,136.00				
58074000 611500			Vacation Pay						
000952 NATIONWIDE RETIREMEN	246	0	2018 11 INV P		144.60	111418	102 vc/fh/sick		
			ACCOUNT TOTAL		144.60				
58074000 632200			Gas Purchases						
000763 KWIK TRIP, INC	27	0	2018 11 INV P		2,353.40	110718	13 fuel		
000796 LEVENHAGEN OIL CORPO	70	180022	2018 11 INV P		17,577.65	111418	84 Diesel Fuel		
			ACCOUNT TOTAL		19,931.05				
			ORG 58074000 TOTAL		43,211.65				
58075000			VT 5307 ADA Paratransit						
58075000 423000			Miscellaneous Local Aids						
001186 RUNNING, INC.	3801	0	2018 11 INV P		-29,007.75	112818	296 Elderly & Sunday Se		
			ACCOUNT TOTAL		-29,007.75				
58075000 487500			Farebox Revenue						
001186 RUNNING, INC.	3801	0	2018 11 INV P		-48,254.00	112818	296 Elderly & Sunday Se		
			ACCOUNT TOTAL		-48,254.00				

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2018/11 TO 2018/11								
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION	
58075000 640800 001186 RUNNING, INC.	3801	0	2018 11	INV P	169,500.94	112818	296 Elderly & Sunday Se	
					169,500.94			
					92,239.19			
58076000 58076000 423000 1819 001186 RUNNING, INC.	3811	0	2018 11	INV P	-489.00	112818	296 Connector Service	
					-489.00			
58076000 487500 1806 001186 RUNNING, INC.	3801	0	2018 11	INV P	-1,056.00	112818	296 Elderly & Sunday Se	
					-1,056.00			
58076000 487500 1807 001186 RUNNING, INC.	3801	0	2018 11	INV P	-979.00	112818	296 Elderly & Sunday Se	
					-979.00			
58076000 487500 1809 000750 KOBUSSEN BUSES, LTD	393	0	2018 11	INV P	-4,020.00	112018	172 rural service	
					-4,020.00			
58076000 487500 1813 000528 FOX VALLEY CAB 000528 FOX VALLEY CAB 000528 FOX VALLEY CAB	390 391 392	0 0 0	2018 11 2018 11 2018 11	INV P INV P INV P	-416.50 -2,404.50 -227.50	112018 112018 112018	164 nwdar oct services 164 nwdar services 164 nwdar services	
					-3,048.50			
					-3,048.50			
58076000 487500 1818 001621 CALUMET COUNTY	395	0	2018 11	INV P	-917.00	112018	155 van service	
					-917.00			
58076000 487500 1819 001186 RUNNING, INC.	3811	0	2018 11	INV P	-9,426.00	112818	296 Connector Service	
					-9,426.00			
58076000 487500 1820 001186 RUNNING, INC.	3811	0	2018 11	INV P	-2,296.00	112818	296 Connector Service	
					-2,296.00			

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City of Appleton
INVOICE LIST BY GL ACCOUNT



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YEAR/PERIOD: 2018/11 TO 2018/11								
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION	
58076000 640800 1806 001186 RUNNING, INC.	3801	0	2018 11	INV P	4,263.60	112818	296 Elderly & Sunday Se	
				ACCOUNT TOTAL	4,263.60			
58076000 640800 1807 001186 RUNNING, INC.	3801	0	2018 11	INV P	1,437.35	112818	296 Elderly & Sunday Se	
				ACCOUNT TOTAL	1,437.35			
58076000 640800 1808 000750 KOBUSSEN BUSES, LTD	394	0	2018 11	INV P	48,366.22	112018	172 specialized trans s	
				ACCOUNT TOTAL	48,366.22			
58076000 640800 1809 000750 KOBUSSEN BUSES, LTD	393	0	2018 11	INV P	17,292.89	112018	172 rural service	
				ACCOUNT TOTAL	17,292.89			
58076000 640800 1810 001186 RUNNING, INC.	684	0	2018 11	INV P	562.45	112818	296 ochst services	
				ACCOUNT TOTAL	562.45			
58076000 640800 1813 000528 FOX VALLEY CAB	390	0	2018 11	INV P	1,666.00	112018	164 nwdar oct services	
000528 FOX VALLEY CAB	391	0	2018 11	INV P	9,618.00	112018	164 nwdar services	
000528 FOX VALLEY CAB	392	0	2018 11	INV P	910.00	112018	164 nwdar services	
					12,194.00			
				ACCOUNT TOTAL	12,194.00			
58076000 640800 1818 001621 CALUMET COUNTY	395	0	2018 11	INV P	3,846.15	112018	155 van service	
				ACCOUNT TOTAL	3,846.15			
58076000 640800 1819 001186 RUNNING, INC.	3811	0	2018 11	INV P	40,598.98	112818	296 Connector Service	
				ACCOUNT TOTAL	40,598.98			
58076000 640800 1820 001186 RUNNING, INC.	3811	0	2018 11	INV P	11,767.00	112818	296 Connector Service	
				ACCOUNT TOTAL	11,767.00			
				ORG 58076000 TOTAL	118,097.14			

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City of Appleton
INVOICE LIST BY GL ACCOUNT



YEAR/PERIOD: 2018/11 TO 2018/11							
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
=====							
FUND 580	Valley Transit		TOTAL:			726,919.04	
=====							

** END OF REPORT - Generated by John Hoft-March **

Monthly Transaction Report

Transaction Merchant Name	Transaction Date	Transaction Amount
AIRGASS NORTH	11/08/2018	\$ 51.12
AMZN MKTP US*M87AT0MP1	11/04/2018	51.79
BERGSTROM CHEVY CADILLAC	11/09/2018	137.03
CADRE	11/09/2018	2,017.08
CADRE	11/16/2018	1,015.01
CADRE	11/21/2018	827.52
CINTAS 443	11/10/2018	66.15
CINTAS 443	11/10/2018	39.54
CINTAS 443	11/10/2018	66.15
CINTAS 443	11/10/2018	39.59
DELTA AIR 0062346400715	11/03/2018	437.60
FASTENAL COMPANY01	11/02/2018	25.49
HOGLUND BUS & TRUCK	11/09/2018	732.00
JX TRUCK CENTER APPLETON	11/02/2018	341.94
JX TRUCK CENTER APPLETON	11/06/2018	175.32
JX TRUCK CENTER APPLETON	11/07/2018	634.98
JX TRUCK CENTER APPLETON	11/21/2018	12,574.40
JX TRUCK CENTER APPLETON	11/23/2018	121.11
JX TRUCK CENTER APPLETON	11/28/2018	45.98
JX TRUCK CENTER APPLETON	11/29/2018	5,214.07
JX TRUCK CENTER APPLETON	11/29/2018	2,559.66
JX TRUCK CENTER APPLETON	11/29/2018	91.96
JX TRUCK CENTER APPLETON	11/30/2018	59.98
KENKRAMERAUTHSNAPONTOO	11/15/2018	35.25
MATTHEWS TIRE APPL	11/14/2018	484.49
MATTHEWS TIRE COMM	11/12/2018	306.00
MENARDS APPLETON WEST WI	11/14/2018	24.72
MIDLAND PAPER COMPANY	11/09/2018	525.45
NEW FLYER	11/14/2018	9,775.76
NEW FLYER	11/21/2018	249.85
NOLTES SERVICE & 24 HOUR	11/12/2018	253.20
NOLTES SERVICE & 24 HOUR	11/12/2018	173.40
NOLTES SERVICE & 24 HOUR	11/12/2018	207.77
NORTHSIDE TRUE VALUE	11/01/2018	2.20
NORTHSIDE TRUE VALUE	11/29/2018	149.97
PAW*AUTOMOTIVE SUPPLY CO	11/02/2018	335.13

Monthly Transaction Report

Transaction Merchant Name	Transaction Date	Transaction Amount
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	(812.72)
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	\$ (527.00)
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	125.89
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	30.72
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	8.39
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	5.90
PAW*AUTOMOTIVE SUPPLY CO	11/05/2018	18.86
PAW*AUTOMOTIVE SUPPLY CO	11/06/2018	1,219.08
PAW*AUTOMOTIVE SUPPLY CO	11/07/2018	630.00
PAW*AUTOMOTIVE SUPPLY CO	11/07/2018	102.15
PAW*AUTOMOTIVE SUPPLY CO	11/07/2018	139.90
PAW*AUTOMOTIVE SUPPLY CO	11/07/2018	31.80
PAW*AUTOMOTIVE SUPPLY CO	11/09/2018	352.47
PAW*AUTOMOTIVE SUPPLY CO	11/09/2018	297.71
PAW*AUTOMOTIVE SUPPLY CO	11/09/2018	54.25
PAW*AUTOMOTIVE SUPPLY CO	11/12/2018	59.96
PAW*AUTOMOTIVE SUPPLY CO	11/12/2018	296.46
PAW*AUTOMOTIVE SUPPLY CO	11/12/2018	44.82
PAW*AUTOMOTIVE SUPPLY CO	11/12/2018	105.00
PAW*AUTOMOTIVE SUPPLY CO	11/13/2018	277.00
PAW*AUTOMOTIVE SUPPLY CO	11/13/2018	23.66
PAW*AUTOMOTIVE SUPPLY CO	11/16/2018	9.78
PAW*AUTOMOTIVE SUPPLY CO	11/19/2018	(140.43)
PAW*AUTOMOTIVE SUPPLY CO	11/19/2018	144.81
PAW*AUTOMOTIVE SUPPLY CO	11/19/2018	64.34
PAW*AUTOMOTIVE SUPPLY CO	11/20/2018	11.16
PAW*AUTOMOTIVE SUPPLY CO	11/20/2018	244.84
PAW*AUTOMOTIVE SUPPLY CO	11/20/2018	39.75
PAW*AUTOMOTIVE SUPPLY CO	11/20/2018	2.74
PAW*AUTOMOTIVE SUPPLY CO	11/20/2018	36.14
PAW*AUTOMOTIVE SUPPLY CO	11/26/2018	325.62
PAW*AUTOMOTIVE SUPPLY CO	11/27/2018	82.54
PAW*AUTOMOTIVE SUPPLY CO	11/27/2018	5.03
PAW*AUTOMOTIVE SUPPLY CO	11/28/2018	44.82
PAW*AUTOMOTIVE SUPPLY CO	11/29/2018	6.31
PAW*AUTOMOTIVE SUPPLY CO	11/29/2018	297.20

Monthly Transaction Report

Transaction Merchant Name	Transaction Date	Transaction Amount
QUILL CORPORATION	11/20/2018	92.13
QUILL CORPORATION	11/20/2018	\$
SQ *QUICK PRINT CENTER, I	11/16/2018	28.80
SUPERIOR CHEMICAL CORP	11/21/2018	118.23
TCAW OCC HEALTH	11/12/2018	421.45
TRAVEL INSURANCE POLICY	11/04/2018	45.00
UFIRST *LAUNDRY SVCS	11/13/2018	29.54
UFIRST *LAUNDRY SVCS	11/19/2018	25.03
UFIRST *LAUNDRY SVCS	11/29/2018	25.03
		24.12

Monthly Transaction Report Output Parameter Page

Transaction Date: 11/01/2018 to 11/30/2018

Sort Report By: (1) Transaction Merchant Name, (2) No Sort, (3) No Sort, (4) No Sort
Break/Subtotal Level: No Break/Subtotal

Processing Hierarchy:	Bank	Agent	Company	Division	Department
	3757	6815	22954	5810	All

**2019 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN
STATUTES, BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY TO PROVIDE FOR
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Outagamie County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Outagamie County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to Goodwill Industries, Valley Packaging, Inc., and other sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Outagamie County to have the City of Appleton, via Valley Transit assume the responsibility for the payment of all urban and rural developmental disabilities workshop transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations;

WHEREAS, Outagamie County assumes responsibility and direction of its operation;

NOW, THEREFORE, the City of Appleton and Outagamie County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Outagamie County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Outagamie County portion of Valley Transit's ADA service area (all of that part of the City of Appleton which lies within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandebroek, and Buchanan). The parties agree that approximately 40% of such trips occur in Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{array}{r} \text{Outagamie County Rides x Contract Cost} \\ + \text{ Outagamie County Share of Administrative Costs} \\ - \text{ Federal Share} \\ - \text{ State Share} \\ - \text{ Farebox Revenues} \\ = \text{ Outagamie County's Estimated ADA Funding Requirement} \end{array}$$

In 2019, Valley Transit estimates 102,000 ADA rides of which it is estimated that 40% will originate in Outagamie County. The base contract cost per ride is estimated to average \$19.37 on a monthly basis with a separate charge for administrative expenses. The Federal and State shares are

Intermunicipal Agreement cont'd

estimated to be 28% and 28%; therefore Outagamie County's estimated funding requirement will be:

\$ 790,296	Costs (40,800 rides at \$19.37 per ride)
82,872	40% of admin charges
(244,487)	Federal Share
(244,487)	State Share
<u>(196,656)</u>	Fares (40,800 rides at \$4.82 per ride)
\$ 187,538	Estimated funding

Outagamie County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2019 the parties agree that Outagamie County's liability for ADA urban paratransit services will be capped at \$200,000 and all paratransit services will be capped at the full cost of its ancillary services.

B. Elderly and Sunday Service

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

	Outagamie County Rides x Contract Cost
-	Federal Share
-	State Share
-	Farebox Revenue
+/-	<u>Local Surcharge (1/3 of Federal plus 1/3 of State Share)</u>
=	Outagamie County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$18.32; Sunday service will be \$18.32. In 2019, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

\$ 60,914	Elderly Costs (3,325 x \$18.32)
(17,056)	Federal Share
(17,056)	State Share
(13,300)	Fares (3,325 x \$4.00/ride)
<u>\$ 11,371</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 24,873	Estimated funding

Intermunicipal Agreement cont'd

\$ 19,786	Sunday Costs (1,080 x \$18.32)
(5,540)	Federal Share
(5,540)	State Share
(11,880)	Fares (1,080 x \$11.00/ride)
<u>\$ 3,693</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 519	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

C. Other Ancillary Transportation Service

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

- + Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
- + Local Administrative Charge
- = Outagamie County's Estimated Workshop Funding Requirement

In 2019, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 222,083	Costs (7,500 rides x \$33.56 plus \$4,400 fuel escalator less vehicle program \$34,017)
(43,125)	Federal Share
(62,184)	State Share
(45,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 22,208</u>	Administrative charge
\$ 93,982	Estimated funding

- 2 **Method of Payment.** Outagamie County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State operating assistance will be reimbursed to Outagamie County on a quarterly basis based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at yearend.

Outagamie County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due

30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by Outagamie County.

3. Service Criteria.

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of Outagamie County.

Rural Service. Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday. These hours may be changed at the discretion of Outagamie County.

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). The ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. Eligibility.

Elderly Service. Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Outagamie County will encourage the use of Valley Transit's fixed route service when possible.

Rural Service. Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.

Sunday ADA. Sunday service will be available to ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. Length of Agreement. This agreement shall be in effect commencing on January 1, 2019 through December 31, 2019.

6. Statistical Reports. Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. Safety. Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by Outagamie County.

Intermunicipal Agreement cont'd

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Outagamie County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Outagamie County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Outagamie County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and June 30, 2019, fares for elderly and ADA eligible riders will be \$4.00 for basic service and \$6.00 for premium service. Effective July 1, 2019, fares for all elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2019. Fares for the rural transportation will be established by Outagamie County.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as

Intermunicipal Agreement cont'd

defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Outagamie County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Outagamie County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

Intermunicipal Agreement cont'd

DATED THIS _____ DAY OF _____, 2018

APPROVED AS TO FORM:

JAMES WALSH
CITY ATTORNEY

By: _____
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE
LIABILITY, WHICH WILL ACCRUE UNDER
THE CONTRACT.

By: _____
KAMI LYNCH, CITY CLERK

ANTHONY SAUCERMAN
DIRECTOR OF FINANCE

DATED THIS _____ DAY OF _____, 2018

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

APPROVED AS TO FORM:

By: _____
ROSEMARY DAVIS, DIRECTOR, OUTAGAMIE COUNTY DEPARTMENT
OF HUMAN SERVICES

JOSEPH P. GUIDOTE, JR.
CORPORATION COUNSEL

**2019 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN
STATUTES, BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY TO PROVIDE
FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Winnebago County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Winnebago County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Winnebago County, to have the City of Appleton, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, Winnebago County assumes responsibility and direction of its operation;

NOW, THEREFORE, the City of Appleton and Winnebago County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Winnebago County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Winnebago County portion of Valley Transit's ADA service area (all of that part of the City of Appleton which lies within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned} & \text{Winnebago County Rides x Contract Cost} \\ + & \text{ Administrative Charges (18\%)} \\ - & \text{ Federal Share} \\ - & \text{ State Share} \\ - & \text{ Farebox Revenues} \\ = & \text{ Winnebago County's Estimated ADA Funding Requirement} \end{aligned}$$

In 2019, Valley Transit estimates 102,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$19.37 on a monthly basis with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Winnebago County's estimated funding requirement will be:

Intermunicipal Agreement cont'd

\$ 355,633	Costs (18,360 rides at \$19.37 per ride)
37,292	18% of admin charges
(110,019)	Federal Share
(110,019)	State Share
<u>(88,495)</u>	Fares (18,360 rides at \$4.82 per ride)
\$ 84,392	Estimated funding

Winnebago County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Winnebago County service shall also be applied in this formula. For 2019 the parties agree that Winnebago County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. Sunday Service

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

	Winnebago County Rides x Contract Cost
-	Federal Share
-	State Share
-	Farebox Revenue
+	<u>Local Surcharge (1/3 of Federal plus 1/3 of State Share)</u>
=	Winnebago County's Estimated Ancillary Funding Requirement

The basic contract cost for Sunday service (including fuel) is estimated to be \$18.32 per ride plus fuel. In 2019, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$ 1,539	Sunday Costs (84 x \$18.32)
(431)	Federal Share
(431)	State Share
(924)	Fares (84 x \$11.00/ride)
<u>\$ 287</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 40	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. County Specialized Transportation Service

Intermunicipal Agreement cont'd

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. This services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

- Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
- + Administrative charge
- = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2019's Heritage program is:

\$ 10,920	Costs (780 x \$14.00)
(2,089)	Federal Share
(3,060)	State Share
(2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,092</u>	Administrative charge
\$ 4,133	Estimated funding

2. **Method of Payment.** Winnebago County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Winnebago County on a quarterly basis.

Winnebago County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly will be basic service and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

- Sunday ADA.* Sunday service will be available to all ADA eligible people.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 per cent of the ADA trips at a given time unless modified by both parties to this contract.

Intermunicipal Agreement cont'd

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2019 through December 31, 2019.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a thirdparty for random safety and operational checks, the contract costs for such checks will be paid for by Winnebago County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Winnebago County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Winnebago County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Winnebago County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and June 30, 2019, fares for elderly and ADA eligible riders will be \$4.00 for basic service and \$6.00 for premium service. Effective July 1, 2019, fares for all elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2019.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Intermunicipal Agreement cont'd

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Winnebago County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Winnebago County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

Intermunicipal Agreement cont'd

DATED THIS _____ DAY OF _____, 2018.

APPROVED AS TO FORM:

JAMES WALSH
CITY ATTORNEY

By: _____
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE
LIABILITY, WHICH WILL ACCRUE UNDER
THE CONTRACT.

By: _____
KAMI LYNCH, CITY CLERK

ANTHONY SAUCERMAN
DIRECTOR OF FINANCE

DATED THIS _____ DAY OF _____, 2018

By: _____
MARK HARRIS, COUNTY EXECUTIVE

SUE ERTMER
COUNTY CLERK

**2019 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN
STATUTES, BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY TO PROVIDE FOR
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Calumet County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations;

NOW, THEREFORE, the City of Appleton and Calumet County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA and Sunday Service

Calumet County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the Calumet County portion of Valley Transit's ADA service area (all of that part of the Cities of Appleton and Menasha which lies within Calumet County, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 4% of such trips occur in the Calumet County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County's actual ADA funding contribution will be as follows:

$$\begin{aligned} & \text{Calumet County Rides x Contract Cost} \\ + & \text{ Administrative Charges (4\%)} \\ - & \text{ Federal Share} \\ - & \text{ State Share} \\ - & \text{ Farebox Revenues} \\ = & \text{ Calumet County's Estimated ADA Funding Requirement} \end{aligned}$$

In 2019, Valley Transit estimates 102,000 ADA rides of which it is estimated that 4% will originate in Calumet County. The base contract cost per ride is estimated to average \$19.37 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Calumet County's estimated funding requirements will be:

\$79,030	Costs (4,080 rides at \$19.37 per ride)
8,287	Administrative charges (4%)
(24,449)	Federal Share
(24,449)	State Share
<u>\$ (19,666)</u>	Fares (4,080 rides at \$4.82 per ride)
\$ 18,753	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Calumet County's actual contribution for this ancillary service will be based on the following:

Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
+ <u>Local Surcharge (1/3 of Federal plus 1/3 State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$18.32; Sunday service will be \$18.32. In 2019, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$3,206	Elderly Costs (175 x \$18.32)
(898)	Federal Share
(898)	State Share
(700)	Fares (175 x \$4.00/ride)
<u>\$ 598</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,308	Estimated funding

\$ 660	Sunday Costs (36 x \$18.32)
(185)	Federal Share
(185)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 123</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 17	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride, federal share, state share and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by Calumet County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing Calumet County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2019 the cost estimate is as follows:

\$ 34,650	Costs
(9,702)	Federal Share
(9,702)	State Share
(16,800)	Fares
<u>\$ 9,702</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 8,148	Estimated funding

2. **Method of Payment.** Calumet County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Calumet County on a quarterly basis.

Calumet County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Elderly Service. Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Calumet County will encourage the use of Valley Transit's fixed route service when possible.

Sunday ADA. Sunday service will be available to ADA eligible persons.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 per cent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2019 through December 31, 2019.

6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Calumet County's cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.

10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the

Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.

11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and June 30, 2019, fares for elderly and ADA eligible riders will be \$4.00 for basic service and \$6.00 for premium service. Effective July 1, 2019, fares for all elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2019.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Calumet County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Calumet

County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

DATED THIS _____ DAY OF _____, 2018
CITY OF APPLETON

APPROVED AS TO FORM:

JAMES WALSH
CITY ATTORNEY

By: _____
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE
LIABILITY, WHICH WILL ACCRUE UNDER
THE CONTRACT.

By: _____
KAMI LYNCH, CITY CLERK

ANTHONY SAUCERMAN
DIRECTOR OF FINANCE

DATED THIS _____ DAY OF _____, 2018

CALUMET COUNTY

By: _____
TODD ROMENESKO, CALUMET COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL

**2019 INTERMUNICIPAL AGREEMENT PURSUANT TO SECTION 66.0301
OF THE WISCONSIN STATUTES BETWEEN THE CITIES OF
APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,
SAID AGREEMENT TO PROVIDE FOR COST-SHARING
OF TRANSIT SERVICES FOR THE ELDERLY**

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah and the Village of Fox Crossing operate Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and the Village of Fox Crossing, and

WHEREAS, the Cities of Appleton and Neenah and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

NOW, THEREFORE, the Cities of Appleton and Neenah and the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

$$\begin{aligned}
 & \text{Dial-A-Ride x Contract Cost} \\
 & - \text{Federal Share} \\
 & - \text{State Share} \\
 & - \text{Farebox Revenues} \\
 & + \text{Administrative Charge} \\
 & = \text{City of Neenah and Village of Fox Crossing Estimated Contribution}
 \end{aligned}$$

Valley Transit, the City of Neenah and the Village of Fox Crossing estimate that there will be 10,000 rides in 2019. Cost estimates are as follows:

\$ 140,000	Cost for Dial-A-Ride (10,000 X \$14.00)
(26,785)	Federal Share
(39,200)	State Share
(35,000)	Fares (\$3.50)
<u>14,000</u>	Administrative Charge
\$ 53,015	City of Neenah and Village of Fox Crossing Estimated Contribution*

Actual costs will be based on actual ridership, federal share, state share, and fares in 2019.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah and the Village of Fox Crossing to Valley Transit.

Valley Transit will invoice the City of Neenah and the Village of Fox Crossing for its contribution on a monthly basis.

3. **LENGTH OF AGREEMENT**. This agreement shall be for the calendar year 2019. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.

4. **PROGRAM ADMINISTRATION AND REPORTING**. Valley Transit, the City of Neenah and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.

5. **INSPECTION**. Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.

6. **AUDIT**. Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

7. **INDEMNIFICATION**. Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.

8. **INSURANCE**. The Cities of Appleton and Neenah and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION**. In connection with the performance of work under this agreement, the Cities of Appleton and Neenah and the Village of Fox Crossing agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. **CONDITIONS**. This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the Cities of Appleton and Neenah and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of _____, ____.

CITY OF APPLETON:

Approved as to form:

By: _____
Timothy Hanna, Mayor

BY: _____
James P. Walsh, City Attorney

BY: _____
Kami Lynch, City Clerk

Provision has been made to pay the liability,
Which will accrue under this contract.

BY: _____
Anthony Saucerman, Director of Finance

CITY OF NEENAH:

Approved as to form:

BY: _____
Dean Kaufert, Mayor

BY: _____
James G. Godlewski, City Attorney

BY: _____
Patricia A. Sturn, City Clerk

VILLAGE OF FOX CROSSING:

Approved as to form:

BY: _____
Dale Youngquist, Village President

BY: _____
Andy Rossmeissl, Village Attorney

BY: _____
Karen Backman, Village Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF APPLETON, VALLEY TRANSIT, AND COMMUNITY CARE, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is entered into by and between the City of Appleton, Valley Transit (“**Valley Transit**”), with a mailing address of 801 South Whitman Avenue, Appleton, WI 54914, and Community Care, Inc. (“**Community Care**”), a nonprofit organization with a mailing address of 4435 West Lawrence Street, Appleton, WI 54914.

WHEREAS, Valley Transit provides safe and reliable public transportation to many people living in the communities that comprise the Fox Cities; and

WHEREAS, Valley Transit assumes responsibility for and direction of its operations; and

WHEREAS, Community Care has disabled and elderly clients that are in need of a Specialized Transportation Services; and

WHEREAS, Valley Transit and Community Care wish to cooperate in order to offer Specialized Transportation Services for those clients of Community Care who are in need of Specialized Transportation Services.

NOW, THEREFORE, for the mutual consideration stated herein, Valley Transit and Community Care by their authorized representatives do hereby agree as follows:

1. Service. Valley Transit shall contract with an external third party (“**contractor**”) to provide Specialized Transportation Services for Community Care clients who are in need of Specialized Transportation Services, such as the elderly and disabled.
2. Cost. Expenses for the Specialized Transportation Services shall be paid for by Valley Transit, with part of the funds coming from Community Care (“contribution”). Community Care’s contribution shall be calculated monthly based on the following formula:

	Specialized Transportation Services Costs (routes x days x contract price)
-	Federal Share
-	State Share
-	Farebox Revenues
+	<u>Administrative Charge</u>
=	Community Care Estimated Contribution

In 2019, Valley Transit and Community Care estimate that there will be a total of 27,000 rides on ten (10) different Specialized Transportation Routes for a total of 255 days out of the calendar year. The contractor’s contract price per route shall be \$212.70. Based on this estimate, cost estimates for 2019 are as follows:

\$547,638	Costs (10 routes X 255 days/service x \$214.76 contract price/route)
(306,680)	Federal and State Share
(13,000)	Farebox revenues
<u>\$102,227</u>	<u>Administrative Charge</u>
\$330,185	Community Care Estimated Contribution

Actual costs will be based on actual expenses, federal share amounts, state share amounts, and private pay local shares received in 2019.

3. Payment and Billing. Valley Transit will invoice Community Care for its actual calculated contribution on a monthly basis. Payment from Community Care to Valley Transit shall be due within thirty (30) calendar days of the date of the invoice from Valley Transit. In the event there is a disagreement between Valley Transit and Community Care regarding the invoice amount, Community Care must notify Valley Transit in writing within thirty (30) calendar day's receipt of said invoice.

4. Term. This Agreement shall be for the calendar year 2019, expiring at the 11:59 p.m. on December 31, 2019. Renewal shall occur upon mutual agreement by the Valley Transit and Community Care when placed in writing and executed at least thirty (30) calendar days prior to the termination date of this Agreement.

5. Inspection. Upon reasonable notice, and with the sole purpose of confirming compliance with the terms and conditions of this Agreement, Community Care must allow Valley Transit the right of entry during normal business hours in order to inspect their books and records.

6. Audit. In the event Valley Transit requires Community Care to conduct an audit as it relates to this Agreement, the cost for said audit shall be borne solely by Community Care. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

7. Indemnification. For good and valuable consideration, Community Care agrees to indemnify, defend and hold harmless the City of Appleton and Valley Transit, and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by Community Care anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of Valley Transit.

8. Insurance. Community Care agrees at all times during the existence of this Agreement to keep in force the following insurance coverage:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. Discrimination. In connection with the performance of work under this Agreement, Valley Transit and Community Care both agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. Conditions. This Agreement is contingent upon receipt by Valley Transit of the federal and state funding referenced in Paragraph 2 above. In the event of a change to or discontinuance of the receipt of said funding by Valley Transit, this Agreement may be terminated by Valley Transit pursuant to paragraph 12(b) below.

11. Termination.

a. Termination by Community Care. Community Care may terminate the Contract if, through no act or fault of the Community Care or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with Community Care, there is a material breach of a term of this Agreement, in which case Community Care may, upon thirty (30) calendar days' written notice to the Valley Transit, terminate this Agreement.

b. Termination by Valley Transit. Valley Transit may terminate this Agreement if the Contractor is substantially in breach of a provision of the Agreement, in which case the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving Community Care thirty (30) calendar days' written notice, terminate this Agreement. This Agreement may also be terminated by pursuant to paragraph 11 above, which requires three (3) calendar days' written notice to Community Care.

12. Conflict of Terms. In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

13. Disputes. Valley Transit and Community Care shall endeavor to resolve any disputes by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Amendments. This Agreement may be amended at any time by mutual written agreement by Valley Transit and Community Care.

(Signature Page Attached)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts on this _____ day of _____, 2018.

Community Care, Contractor:

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Valley Transit, Owner:

Witness: _____
Printed Name: _____

By: _____
Ronald McDonald, General Manager

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman, Finance Director

James P. Walsh, City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT

CORPORATION INSTRUCTIONS

If the Contractor is a **CORPORATION**, the following certificate should be executed:

I, _____, certify that I am the Secretary of Community Care Inc. (Contractor), a corporation; that I have duly signed the foregoing contract for and on behalf of the Contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.

Signature

(Corporate Seal)

Note: If the Contract is not signed by the secretary of the corporation, the above certified should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

Note: The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party or parties, typewritten or printed under all signatures to the contract.

PARTNERSHIP INSTRUCTIONS

If the Contractor is operating as a **PARTNERSHIP**, each partner should sign the contract. If each partner does not sign the contract, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the Contractor is an **INDIVIDUAL**, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. If signed by one other than the Contractor there should be attached to the contract a duly authenticated power of attorney evidencing the signers' authority to execute the contract for and on behalf of the Contractor.

City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For Ten Months Ending October 31, 2018

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2018 Amended Budget	2018 % of Total Budget
REVENUES						
Bus Fare Revenue	55,032	56,442	674,414	668,243	943,218	71.50%
Paratransit Fare Revenue	69,353	60,401	611,725	523,677	749,330	81.64%
Total Fare Revenue	124,385	116,843	1,286,139	1,191,920	1,692,548	75.99%
Other Charges for Service	6,331	-	46,473	57,775	55,000	84.50%
Other Revenues	1,045	500	24,251	20,751	14,000	173.22%
TOTAL REVENUES	<u>131,761</u>	<u>117,343</u>	<u>1,356,863</u>	<u>1,270,446</u>	<u>1,761,548</u>	<u>77.03%</u>
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	302,890	284,274	2,151,571	2,090,254	2,797,847	76.90%
Call Time	-	-	-	-	-	0.00%
Overtime	44,653	28,489	268,610	205,431	68,522	392.01%
Incentive Pay	-	-	-	-	315	0.00%
Other Compensation	-	-	1,962	1,962	-	-
Fringes	122,734	113,614	852,842	813,850	1,161,711	73.41%
Unemployment Compensation	-	-	5,571	-	-	-
Salaries & Fringe Benefits	470,277	426,377	3,280,556	3,111,497	4,028,395	81.44%
Training & Conferences	1,365	-	15,824	5,538	27,000	58.61%
Employee Recruitment	-	179	2,757	5,401	3,200	86.16%
Parking Permits	-	-	65	150	360	18.06%
Office Supplies	622	575	2,826	4,001	5,000	56.52%
Subscriptions	135	98	895	1,456	1,904	47.01%
Memberships & Licenses	385	-	6,820	5,671	5,947	114.68%
Postage & Freight	14	1,384	2,394	2,578	4,300	55.67%
Awards & Recognition	36	5	434	222	878	49.43%
Food & Provisions	557	200	1,474	1,513	1,170	125.98%
Insurance	15,641	17,475	224,554	220,465	227,006	68.90%
Insurance dividend & return of surplus	-	-	(68,141)	(45,714)	-	0.00%
Depreciation Expense	50,568	56,106	505,681	561,056	606,818	83.33%
Administrative Expenses	69,323	76,022	695,583	762,337	883,583	78.72%
Landscape Supplies	-	-	907	-	3,000	30.23%
Shop Supplies & Tools (& misc)	9,757	2,038	48,322	28,166	51,720	93.43%
Printing & Reproduction	3,663	305	17,839	8,178	27,136	65.74%
Uniforms	1,751	203	4,701	3,630	5,000	94.02%
Gas Purchases	39,065	1,514	374,703	252,752	605,000	61.93%
Safety Supplies	-	-	555	-	500	111.00%
Vehicle & Equipment Parts	57,591	2,251	240,566	192,524	237,700	101.21%
Miscellaneous Equipment	269	1,453	22,983	16,936	18,100	126.98%
Signs	2,846	-	3,080	-	2,000	154.00%
Supplies & Materials	114,942	7,764	713,656	502,186	950,156	75.11%
Accounting/Audit	-	-	-	9,652	11,500	0.00%
Bank Services	333	415	2,249	2,437	3,000	74.97%
Consulting Services	-	-	-	880	61,364	0.00%
Collection Services	569	138	2,999	2,239	4,600	65.20%

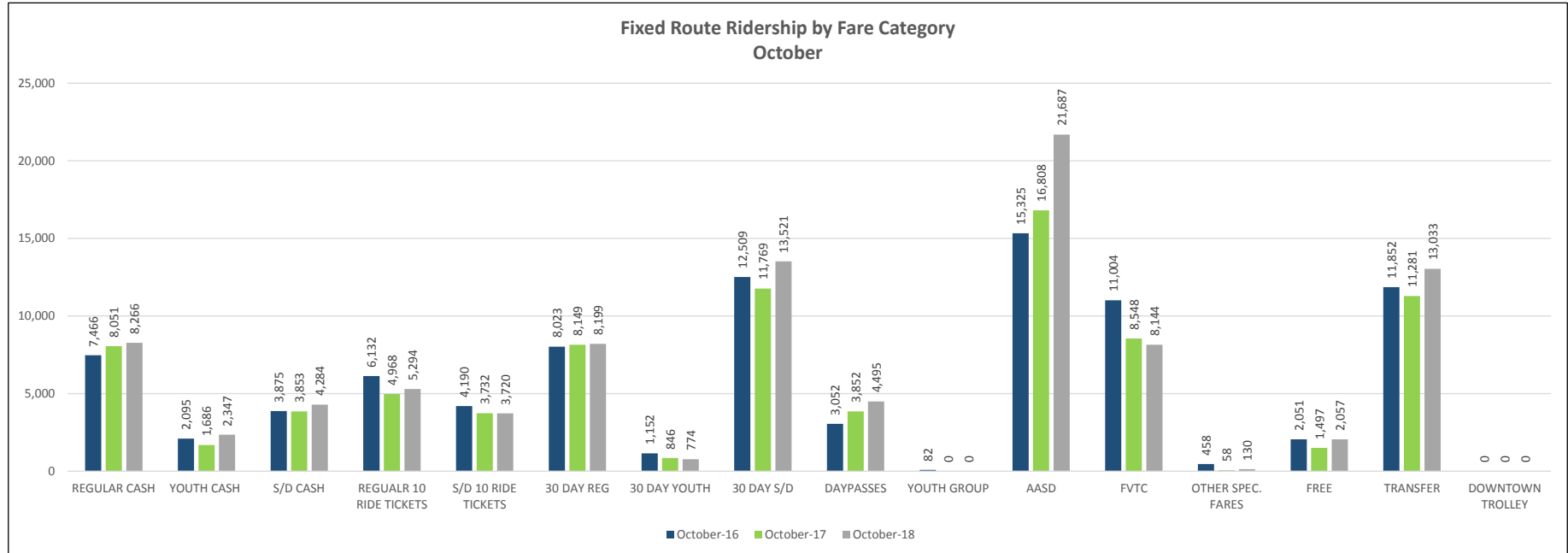
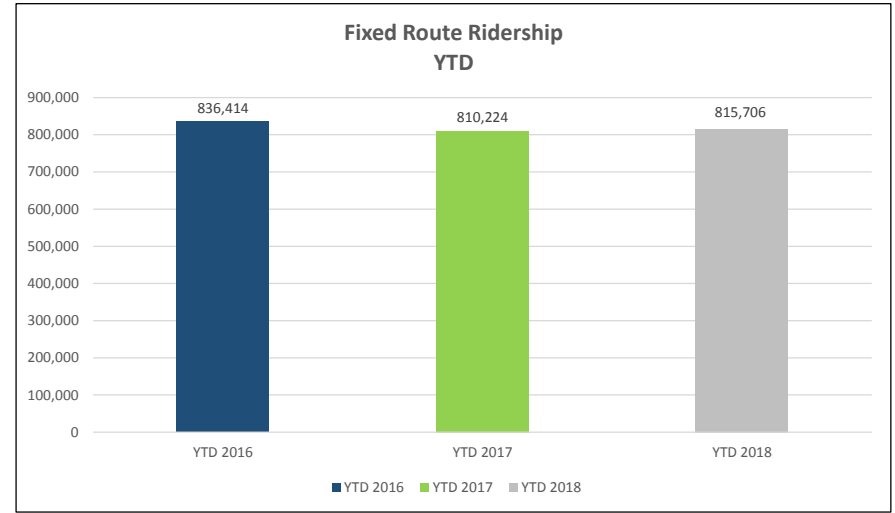
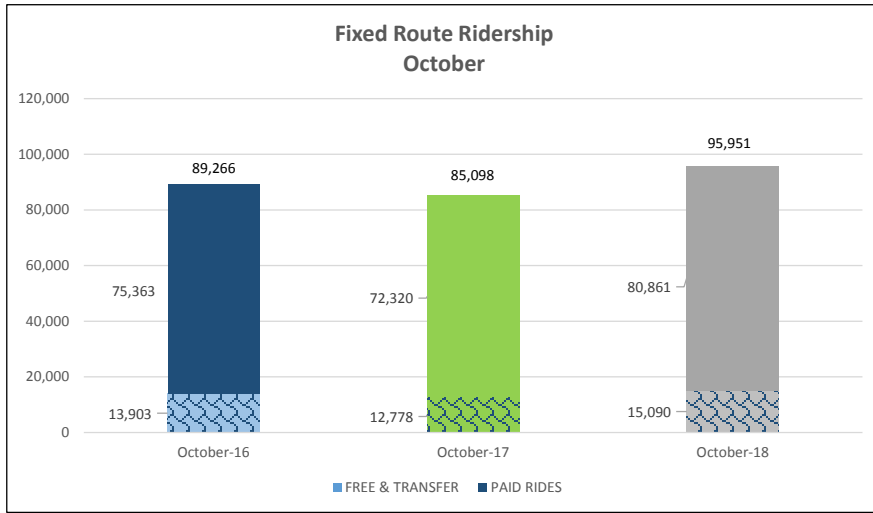
City of Appleton
VALLEY TRANSIT INCOME STATEMENT
For Ten Months Ending October 31, 2018

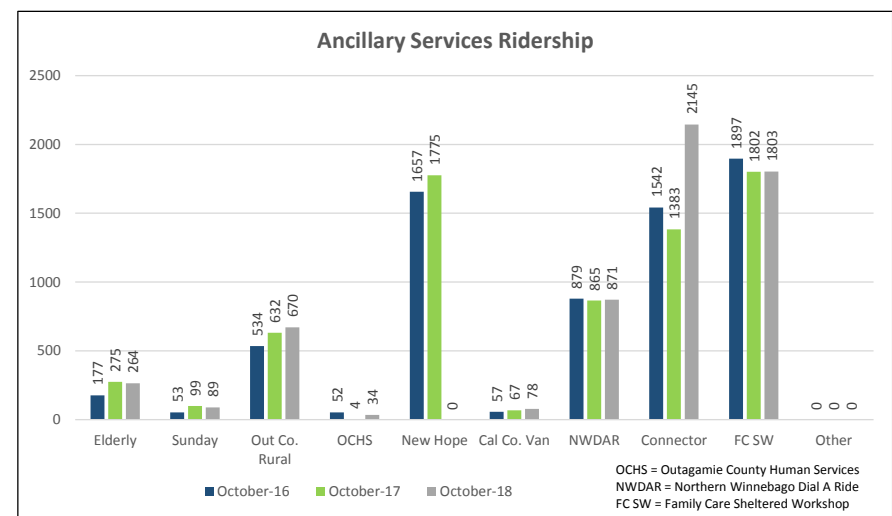
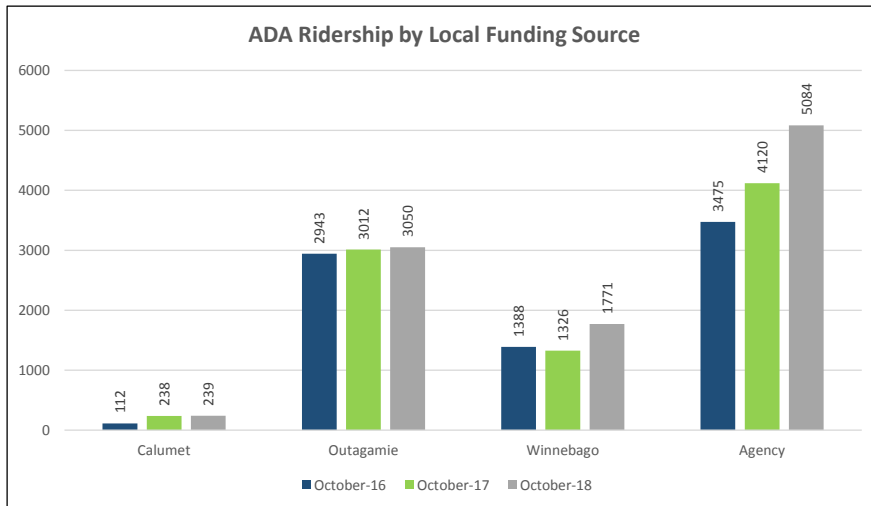
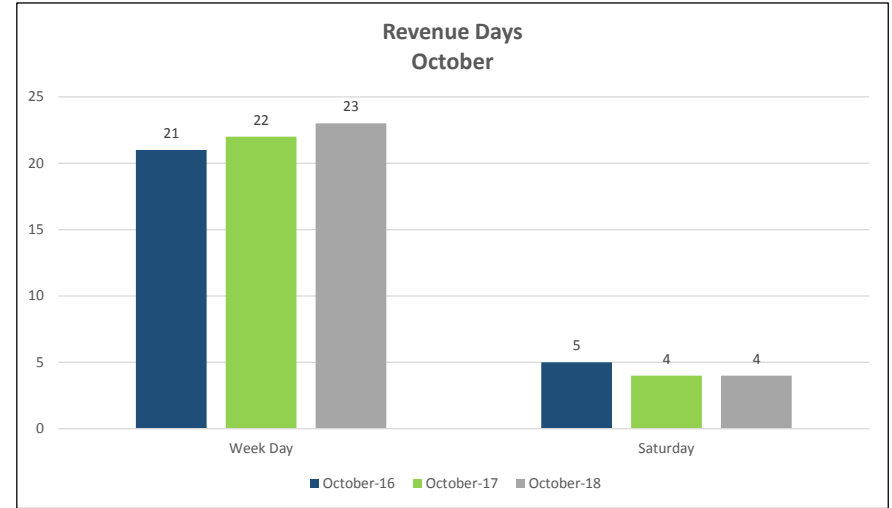
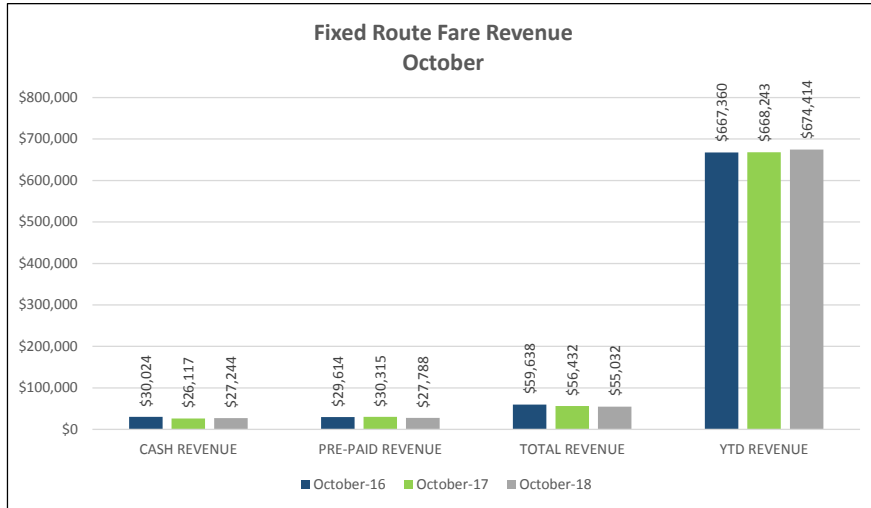
Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2018 Amended Budget	2018 % of Total Budget
Contractor Fees	209,295	311,133	2,839,448	2,536,387	3,579,941	79.32%
Temp Help	3,789	4,668	4,332	4,234	5,000	86.64%
Advertising	2,800	400	11,095	21,806	50,309	22.05%
Health Services	1,054	829	7,031	9,940	9,200	76.42%
Snow Removal Services	-	-	18,419	10,271	15,000	122.79%
Laundry Services	829	364	5,058	4,244	6,100	82.92%
Other Contracts/Obligations	903	540	40,311	63,872	97,690	41.26%
Purchased Services	219,572	318,487	2,930,942	2,665,962	3,843,704	76.25%
Electric	3,337	3,385	40,729	37,980	61,900	65.80%
Gas	78	81	14,919	14,470	38,300	38.95%
Water	-	651	5,609	5,730	7,850	71.45%
Waste Disposal/Collection	-	286	2,084	2,130	2,975	70.05%
Stormwater	-	508	6,753	6,447	8,175	82.61%
Telephone	782	1,128	11,086	11,086	14,300	77.52%
Utilities	4,197	6,039	81,180	77,843	133,500	60.81%
Building/Grounds Repair & Maintenance	-	2,436	3,756	12,123	-	0.00%
Vehicle Repair & Maintenance	531	-	27,322	15,637	12,000	227.68%
Equipment Repair & Maintenance	2,385	-	13,063	9,723	8,950	145.96%
FMD Charges & Material	9,852	9,246	101,872	91,681	129,226	78.83%
Software Support	2,806	5,708	29,610	58,630	72,000	41.13%
CEA Equipment Rental	-	-	-	-	2,000	0.00%
Repairs & Maintenance	15,574	17,390	175,623	187,794	224,176	78.34%
Total Operating Expenses	893,885	852,079	7,877,540	7,307,619	10,063,514	78.28%
OPERATING INCOME (LOSS)	(762,124)	(734,736)	(6,520,677)	(6,037,173)	(8,301,966)	
NON-OPERATING REVENUES						
Federal Support	-	-	2,177,976	1,929,330	4,737,362	45.97%
State Support	-	-	2,686,456	2,379,798	2,736,001	98.19%
Appleton Support	263,593	241,656	1,776,854	1,674,140	660,829	268.88%
Other Local Support	467,766	396,343	2,445,932	2,434,995	1,610,003	151.92%
Investment Income	4,203	(1,533)	13,026	15,176	12,500	104.21%
Donations	4,167	4,167	42,696	42,945	62,678	68.12%
Fund Balance Applied	-	-	-	-	661,555	0.00%
TOTAL NON-OPERATING REVENUE	739,729	640,633	9,142,940	8,476,384	10,480,928	87.23%
Buildings	-	-	118,576	935	528,285	22.45%
Machinery & Equipment	-	-	193,708	-	341,999	56.64%
Infrastructure Construction	-	-	-	-	1,863,133	0.00%
Capital Expenditures	-	-	312,284	935	2,733,417	0.00%
NET INCOME (LOSS)	(22,395)	(94,103)	2,309,979	2,438,276	(554,455)	

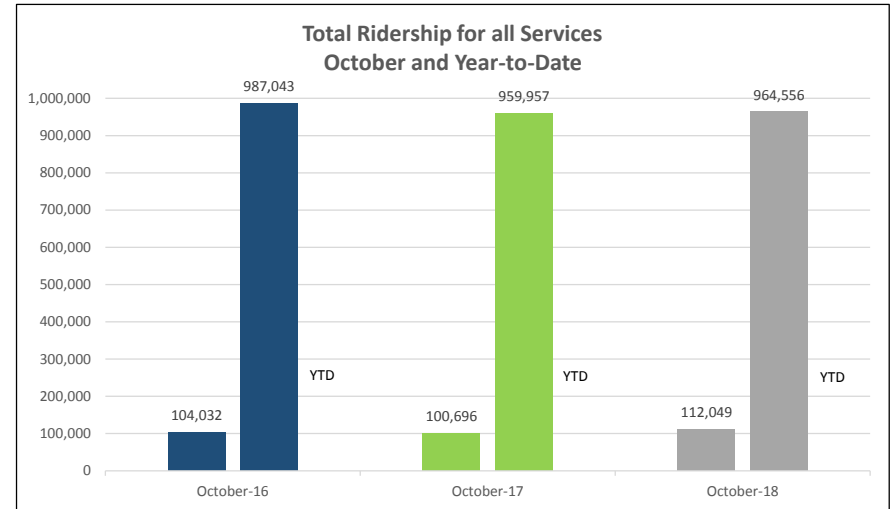
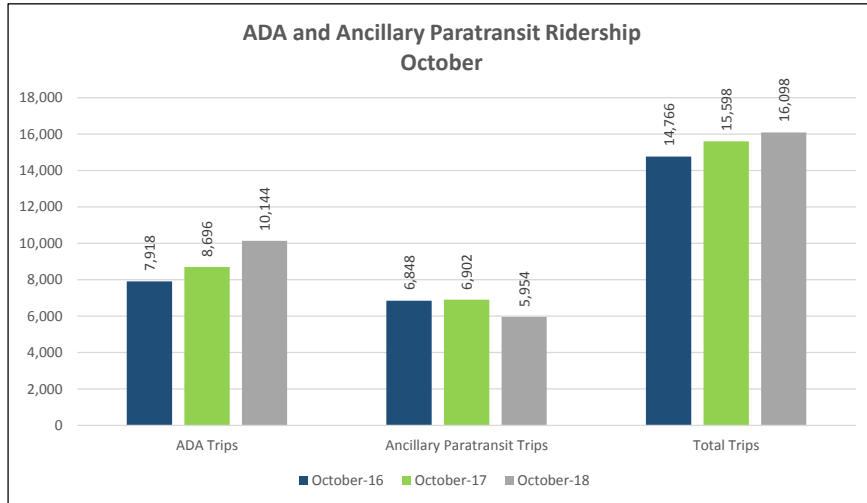
City of Appleton
PURCHASED TRANSPORTATION
For Ten Months Ending October 31, 2018

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2018 Amended Budget	2018 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	169,500	154,246	1,570,424	1,393,279	1,871,109	83.93%
VTII - Elderly	4,264	4,441	39,374	35,422	58,680	67.10%
PT - Optional (Sunday)	1,437	1,598	16,424	12,985	20,119	81.63%
Family Care Sheltered Workshop	48,366	46,173	446,075	435,068	535,991	83.22%
Outagamie County Demand Response Rural	17,293	18,567	151,560	179,823	220,906	68.61%
Outagamie County Human Services Transportation	562	65	4,649	2,713	11,418	40.72%
Neenah Dial - A - Ride	9,618	12,110	114,282	126,742	150,920	75.72%
Calumet County New Hope	-	17,251	89,559	165,607	192,011	46.64%
Calumet County Van Service	3,846	2,019	24,022	16,335	45,310	53.02%
Connector - Extended Service Hours	40,218	26,421	318,603	337,624	473,600	67.27%
Connector - Extended Service Area	11,767	8,056	91,614	80,380	112,750	81.25%
Downtown Trolley	8,892	12,045	33,073	29,911	30,024	110.16%
Total Purchased Transportation	315,763	302,992	2,899,659	2,815,889	3,722,838	77.89%

Valley Transit Ridership Report October 2018







LEASE AGREEMENT

LEASE AGREEMENT made as of November 12, 2018, between the City of Appleton, a Wisconsin Municipal Corporation, (hereinafter called the "Landlord"), Lamers Bus Lines, Inc. a Wisconsin Corporation, 2407 South Point Road, Green Bay, WI 54313 (hereinafter called the "Tenant").

1. **PREMISES.** The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the store space of approximately six hundred (600) square feet in the east portion of the space at the north end of the Valley Transit Transfer Center building located at 100 East Washington Street. The Landlord will provide one (1) parking stall for Tenant's buses located at the northern most stall on the east side of Oneida Street. Tenant, in turn, agrees to park its buses only in this designated stall. The store space and bus stall are collectively referred to herein as the "lease premise".
2. **TERM.** The term of this Lease Agreement shall be three (3) years commencing on November 12, 2018. The parties agree to negotiate the terms and conditions for any extension of this lease in good faith commencing at least ninety (90) days before the end of the Lease term. If negotiations are initiated but an agreement cannot be reached then the Lease shall terminate at the end of the lease term. This Agreement will remain in effect if negotiations are not completed by the end of the term. Both parties acknowledge their desire to establish a long-term lease. Any additional contract period shall not exceed ten (10) years but can be in smaller increments.
3. **RENT.** The rent for the term of this Lease shall be \$500 per month plus utility payments of \$235 per month, payable in monthly installments due by the 10th day of each month. The Landlord will maintain vending machines in the west portion of the store space at the north end of the Center, and the Tenant shall not operate any vending machines in the Center. The Tenant will be responsible for the utility and janitorial services in their portion of the Center. The Tenant will provide the following "in-kind" contributions in addition to the above-described rental payment: notifying the appropriate City officials in case of an emergency at the Center (emergency defined as any incident that a reasonable person would conclude that police, fire, or other public safety departments should be contacted); and providing transit information to passengers who request it. The Landlord will provide the following "in-kind" contributions: snow removal, landscaping services, and garbage removal (from the large outdoor receptacles at northeast end of the building).
4. **SECURITY DEPOSIT.** The Tenant will pay to the Landlord a security deposit of Five Hundred Dollars (\$500) which will be returned to Tenant upon termination of this Lease or extension, if any, provided there is no damage to the leased premises, ordinary wear and tear and casualty loss excepted.
5. **SIGNS.** Tenant and Landlord agree that the Landlord has the right to approve all signage

and the use of signs for advertising purposes in windows and on exterior walls of the leased premises and Center. All signs must conform with the City of Appleton's sign code. Also, the use of company or manufactured advertising signs or posters are considered acceptable, subject to Landlord approval, such consent shall not be unreasonably withheld or delayed.

6. **USE.** It is presently contemplated that the leased premises will be used as a Tenant's bus station with ancillary services of gifts, package delivery, and money orders permitted. Any other use of the leased premises must have prior written consent of the Landlord which consent shall not be unreasonably withheld or delayed.
7. **POSSESSION.** Landlord shall deliver to Tenant full and complete possession of the leased premises on the date of the commencement of this Lease, free and clear of the rights of any and all other tenants.
8. **MAINTENANCE AND REPAIR.** The Tenant shall maintain the interior space of the leased premises in good condition and repair at its own expense (see par. 4). The Landlord shall maintain the interior of the remaining portion of the building and the exterior of the entire building at its own expense.
10. **UTILITIES.** The Tenant will be responsible for a monthly utility charge of \$235 per month, as set forth in paragraph four (4) above.
11. **CONSTRUCTION OF THE PREMISES.** The leased premises the Landlord will provide Tenant will be a "fully completed shell" containing approximately six hundred (600) square feet of space that includes floor covering, a ceiling made of materials consistent with the contemplated use, lighting fixtures in place, a small storage area, plumbing and electrical work finished to the extent necessary to provide service to the available space, painted walls, and appropriately finished ingress to and egress from the leased premises, all to Tenant's approval for the contemplated use and design. Tenant agrees to complete the remaining construction necessary for use of the leased premises for Tenant approved uses. All construction will comply with all applicable building and health codes. The Landlord reserves the right to approve the interior design blueprints before construction bids are let, which approval shall not be unreasonably withheld or delayed. Tenant will not be allowed to encumber this property in any fashion including but not limited to construction liens.
12. **ALTERATIONS.** The Tenant, may from time to time, as it deems necessary, alter, remodel, and redecorate the leased premises at its own expense. The Landlord reserves the right to approve any alterations, remodeling, and redecorating before bids are let, which approval shall not be unreasonably withheld or delayed. Tenant will not be allowed to encumber this property in any fashion including, but not limited to, construction liens.
13. **REMOVAL OF TRADE FIXTURES.** Upon termination of this Lease at the end of

the original term or any extension and renewals thereof the Tenant shall have the right to remove, at its own expense from the lease premises, all trade fixtures which it may have installed in the building. The Tenant shall be liable for any damage to the leased premises caused by the removal of any trade fixtures.

14. **ASSIGNMENT AND SUBLEASING.** Tenant shall not be allowed to assign or sublet any or all of the leased premises, to any other person, firm, or corporation without first obtaining the written consent of the Landlord.

In the event of such assignment or sublease, Tenant shall remain liable to the Landlord for the payment of rent then due or to become due, and for the performance of all other obligations of Tenant hereunder for the balance of the term of this Lease.

Tenant shall have the right to grant licenses and enter into with contractual agreements with agents, ground transportation operators, charter operators, package deliverers, telegraphic, monetary or other transmittal operators and other businesses related to the Tenant's operations without the prior consent of Landlord.

15. **INSURANCE.** The Landlord will be responsible for insuring the Center building by purchasing, at its own expense, fire, windstorm, and extended coverage insurance. Tenant will be responsible for insuring any furniture, equipment, machinery, goods, and supplies not covered by this Lease that Tenant brings upon the leased premises.

The Tenant also shall procure, at its own expense, a public liability policy that meets the minimum City of Appleton insurance requirements as shown in Exhibit A.

16. **WAIVER OF SUBROGATION.** The Landlord and the Tenant shall not be liable to each other for any business interruption or any loss or damage to property or injury to or death to persons occurring on the premises or in any manner growing out of or connected with the Tenant's use and occupation of the premises, or the condition thereof, whether or not caused by the negligence or other fault of the Landlord or the Tenant or of their respective agents, employees, subtenants, licensees, or assignees. This release shall apply to the extent that such business interruption, loss or damage to property, or injury to or death of persons is coverage by insurance or self-insurance retention, regardless of whether such insurance is payable to or protects the Landlord, or the Tenant, or both of them. Nothing in this paragraph shall be construed to impose any other or greater liability upon the Landlord or the Tenant than would have existed in the absence of this paragraph.

17. **DAMAGES TO OR CONDEMNATION OF LEASED PREMISES.** In the event of a partial destruction by fire or other casualty or in the event of a partial condemnation of the leased premises (partial destruction or condemnation meaning less than fifty percent (50%) of the replacement cost of the building), the leased premises shall be repaired as speedily as possible by and at the expense of the Landlord from the proceeds of the insurance policy called for by this Lease or from the condemnation award or settlement. If the partial destruction shall render a portion of the premises unfit for use, the rent hereunder shall

abate proportionately to the percentage of floor space rendered tenantable or unfit for use, from the date of such damage until restoration is completed.

If all the Premises or a substantial portion thereof is taken by condemnation or under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"); this Lease, at Tenant's sole discretion, shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first. If any other taking (of the Premises or otherwise) adversely and substantially affects Tenant's use, access, or rights of ingress or egress of or to the Premises, then Tenant may elect to terminate this Lease as of the date the condemning authority takes possession. Tenant's election to terminate shall be made in writing within thirty (30) days after Landlord has given Tenant written notice of the taking (or in the absence of such notice, within fifteen (15) days after the condemning authority has taken possession). If Tenant does not terminate this Lease in accordance with this section, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Premises to Tenant. In addition, Landlord, at its expense, shall promptly repair any damage to the Premises caused by condemnation and restore the remainder of the Premises to the reasonable satisfaction of Tenant.

In the event of a complete destruction of the leased premises (meaning more than fifty percent (50%) of the replacement value of the building), either party shall have the right, for a period of thirty (30) days, from the date of such damage, to terminate this Lease. Such termination shall be effected by notifying the other party in writing, which notice shall be served or given by registered or certified mail to the last known address of the other party. Upon the giving of such notice, this Lease shall be terminated and cancelled, and the leased premises surrendered by the Tenant as of the date of the damage, and any advance rental which may have been paid by the Tenant for periods from and after the date of the damage shall be refunded to the Tenant. In the event of such termination or cancellation, all of the proceeds of the insurance carried on the premises in accordance with the terms of this Lease, shall become the sole and exclusive property of the Landlord excepting insurance proceeds for Tenant's personal property and/or leasehold improvements under policies carried by Tenant.

In event that neither party gives notice to terminate to the other, the building shall be repaired as speedily as reasonably possible by the Landlord out of the proceeds of the insurance with an equitable abatement of the rents corresponding to the time and to the extent to which the leased premises are rendered untenable for Tenant's use and occupancy, in its normal manner of operation.

18. **DEFAULT.** In the event Tenant shall default or breach any of the covenants or agreements herein contained, or if the Tenant shall be adjudged bankrupt or insolvent, make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant's property, or if Tenant shall abandon the leased premises, the Landlord may elect, as its option, to consider the Tenant in default. If Tenant shall default hereunder and such default shall continue for a period of thirty (30) days after written notice thereof by Landlord, then

it shall be lawful for Landlord to cancel this Lease and enter into and take possession of the leased premises and remove all persons and their property therefrom, provided that if the default be of such a nature so as to require more than thirty (30) days to cure. Tenant shall not be deemed to be in default hereunder and if after the receipt of the aforesaid written notice, Tenant shall cure such default with due diligence.

In the event such default is not cured within the time above provided, then Landlord may re-let the leased premises or any part thereof, on such terms as it shall deem best, and ally the proceeds of the re-letting, less expenses of the same, on the rents due under the terms of this Lease and hold Tenant liable for any deficiency.

All rights and remedies of the Landlord shall be deemed nonexclusive and shall be cumulative. The failure of Landlord to insist upon strict performance of any term, covenant, or condition hereof shall not be deemed as a waiver of its other rights or remedies, and shall not be deemed a waiver of any subsequent breach or default.

19. **SURRENDER OF LEASED PREMISES.** Upon the termination of this Lease, the Tenant will surrender the leased premises to the Landlord in as good a condition as received, reasonable wear and tear incident to Tenant's business, fire, windstorm, or other casualty normally covered under the extended coverage endorsement and other causes beyond Tenant's control excepted. If the Tenant continues to occupy the leased premises after the term hereof, then, and in any such event, such occupancy shall be deemed to be a tenancy from month to month only, at the monthly rent paid, and Upon the other terms and conditions of this Lease as herein set forth, except for the Lease term. Either party may terminate such month-to-month tenancy by giving the other party thirty (30) days' notice in writing.
20. **INSPECTION.** Tenant shall allow Landlord and its agents free access at all reasonable times to the leased premises for the purpose of inspection of such premises.
21. **MISCELLANEOUS PROVISIONS.**
 - a.) The Landlord agrees not to place coffee machines or machines vending foodstuffs anywhere in the Center building or property.
 - b.) No street vendor shall be able to operate within one hundred (100) feet of the property lines, where the Center building is located, including the picnic/park area. All other standards for street vendors as adopted on March 18, 1985 by the Street and Sanitation Committee of the City of Appleton apply.
 - c.) The Landlord agrees to include the Tenant's store in any promotions or advertisements relating to the Center.
 - d.) The Landlord agrees that no cigarettes, tobacco products, and no beer or other alcohol beverages will be sold on the leased premises.

22. **NOTICES.** All notices given hereunder shall be in writing, sent by certified mail, return receipt requested, postage prepaid, if to the Tenant address first above written, and if to the Landlord at 801 Whitman Avenue, Appleton, WI 54914, Attention: Ronald McDonald
23. **SUCCESSORS.** It is agreed that the conditions and provisions of this Lease shall bind and inure to the benefit of the respective successors and assigns to the parties hereto.
24. **WORDS AND PHRASES.** Words and phrases herein shall be construed as in the singular or plural number and as feminine and masculine gender according to the contexts.
25. **PARAGRAPH HEADINGS.** Paragraph headings are inserted primarily for convenience, and if they conflict with the text in the construction of the Lease, the text shall control.
26. **ADA ACCESSIBILITY.** The leased premises comply with the Americans with Disabilities Act's provisions for "reasonable accommodation."
27. **HAZARDOUS MATERIALS.** Landlord shall furnish Tenant with existing environmental reports, studies or audits concerning the Premises. Tenant will comply with all environmental laws during the term of the Lease, but shall bear no liability whatsoever and shall not assume any conditions for any existing environmental materials or Hazardous Materials on the Premises. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations not directly resulting from Tenant's activities on the Premises. The environmental report, study or audit required in this Section must be provided to Tenant not later than thirty (30) days prior to the Commencement Date.
27. **TERMINATION.** Either party may terminate the agreement 180 days following the delivery of a written notice to the other party, except for termination as provided in Section 18. Tenant and Landlord will be responsible for adhering to all applicable sections of this agreement during the 180-day period.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

City of Appleton, Landlord

Witness: [Signature]
Printed Name: Antonia Stoske

By: [Signature]
Timothy M. Hanna, Mayor

Witness: [Signature]
Printed Name: Beverly A. Searvogel - Graikowski

By: [Signature]
Kami Lynch, City Clerk

Approved as to form:

[Signature]
James P. Walsh, City Attorney
City Law A18-0829

Lamers Bus Lines, Inc., Tenant

Witness: [Signature]
Printed Name: Sherry Eisch

By: [Signature]
Printed Name: ALLEN LAMERS
Title: President

Witness: [Signature]
Printed Name: Sherry Eisch

By: [Signature]
Printed Name: KEVIN LAMERS
Title: CORP Secretary

IR 2.1 SMALL EXPOSURE JOBS

City of Appleton

Insurance Requirements

Lease Agreement - Lamers Bus Lines, Inc.

Project: _____

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit \$1,000,000
- Personal and Advertising Injury limit \$1,000,000
- General aggregate limit (other than products/completed operations)
per project \$2,000,000
- products/completed operations aggregate \$2,000,000
- Fire Damage limit — any one fire \$50,000
- Medical Expense limit — any one person \$5,000
- Watercraft Liability, (protection and indemnity coverage) IF the project
work includes the use of, or operation of any watercraft..... \$1,000,000
NOTE: per occurrence for bodily injury and property damage
- Products/Completed Operations coverage must be carried for two years after
acceptance of completed work.

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

Workers’ Compensation as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance

Exhibit A

requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

Builder's Risk/Installation Floater/Contractor's Equipment or Property (If applicable):

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS

- **Builder's Risk/Installation Floater/Contractor's Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain commercial general liability (if applicable watercraft liability), automobile liability, workers' compensation and employers liability, (if applicable aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding umbrella liability, contained in Section 1 above.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

Bond Requirements

- **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
- **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

Property Insurance Coverage to be provided by the Contractor

- The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
- Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
- Coverage will be on a **Replacement Cost basis**.
- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers' and architects' fees.

- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.



Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers

- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if “Wrongful Delivery” is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress



Aircraft Liability insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.



Watercraft liability protection and indemnity coverage to be provided by the Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Insurance Centers LLC 3138 Market St Green Bay WI 54304		CONTACT NAME: Nadine Sanders PHONE (A/C, No, Ext): (920) 330-9000 FAX (A/C, No): (920) 330-9001 E-MAIL ADDRESS: nsanders@allianceinsurancecenters.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Acuity	14184
INSURED Lamers Bus Lines Inc 2407 South Point Rd Green Bay WI 54313		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:18/19 CERT LIST** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	966215	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			966215	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	708841	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

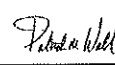
City of Appleton, and its officers, council members, agents, employees and authorized volunteers are listed as an additional insured on the general liability on a primary and non-contributory basis including products and completed and ongoing operations. General Liability and Workers Compensation Waiver of Subrogation applies. 30 Day notice of cancellation or non-renewal applies.

CERTIFICATE HOLDER

City of Appleton
801 S. Whitman Avenue
Appleton, WI 54914

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Pat Walsh/NS 

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-7298(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an insured:
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal*

and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. *Bodily injury or property damage* occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7301(11-14)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Ball Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards

at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

K. Electronic Data Liability

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, in-