



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Fox Cities Transit Commission

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Tuesday, December 8, 2020

3:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[20-1579](#) Approval of minutes from previous meeting

**Attachments:** [MeetingMinutes10-Nov-2020.pdf](#)

4. **Public Hearings/Apearances**

[20-1580](#) Public Participation on Agenda Items

5. **Action Items**

[20-1581](#) Approval of Payments

**Attachments:** [October 2020 payments.pdf](#)

[20-1583](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2021 Contingent on Outagamie County Approval

**Attachments:** [OUTAGAMIE CONTRACT - 2021.pdf](#)

[20-1584](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2021 Contingent on Winnebago County Approval

**Attachments:** [WINNEBAGO CONTRACT - 2021.pdf](#)

[20-1585](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2021 Contingent on Calumet County Approval

**Attachments:** [CALUMET CONTRACT - 2021.pdf](#)

- [20-1586](#) Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2021 Contingent on City of Neenah and the Village of Fox Crossing Approval

**Attachments:** [NW Dial-A-Ride - 2021.pdf](#)

- [20-1588](#) Approve the Memorandum of Understanding Between The City of Appleton, Valley Transit and community Care Inc. for Specialized Transportation Services for 2021

**Attachments:** [2021 MOU Community Care and Valley Transit.pdf](#)

## **6. Information Items**

- [20-1589](#) Financial Report

**Attachments:** [October 2020 Income Statement.pdf](#)

- [20-1590](#) Ridership and Revenue

**Attachments:** [2020 October Ridership.pdf](#)

- [20-1591](#) Valley Transit COVID-19 Update

- [20-1592](#) Cares Act Funding Discussion

- [20-1593](#) Request for Future Agenda Items

## **7. Pending Agenda Items**

- [20-1594](#) Discussion of Funding Alternatives

## **8. Next Meeting Date & Time**

**- January 12, 2021, 3:00 PM**

**- January 26, 2021, 3:00 PM**

## **9. 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  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Fox Cities Transit Commission

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Tuesday, November 10, 2020

3:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

**Present:** 11 - Kasimor, Dexter, VandeHey, Martin, Meltzer, Wilson, Chairperson  
Dearborn, Stephenson, Wurdinger, Detienne and Nau

**Excused:** 1 - Buckingham

3. Approval of minutes from previous meeting

[20-1479](#)

Approval of minutes from previous meeting

**Attachments:** [MeetingMinutes 13-Oct-2020.pdf](#)

Commissioner Wurdinger moved, seconded by Commissioner Meltzer, that the Minutes be approved. Voice Vote. Motion Carried.

4. Public Hearings/Appearances

[20-1480](#)

Public Participation on Agenda Items

*No public participation on agenda items*

5. Action Items

[20-1482](#)

Approve Valley Transit's Public Transportation Agency Safety Plan (PTASP)

**Attachments:** [Valley Transit PTASP.pdf](#)

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

6. Information Items

[20-1481](#)

Approval of Payments

**Attachments:** [September 2020 payments.pdf](#)*This action item has been moved to information items*

**Commissioner Martin moved, seconded by Commissioner Meltzer, that the Report Action Item be approved. Voice Vote. Motion Carried.**

[20-1483](#)

Financial Report

**Attachments:** [September 2020 Income Statement.pdf](#)  
[September 2020 Income Statement PT.pdf](#)**This Presentation was presented**[20-1484](#)

Ridership and Revenue

**Attachments:** [2020 September Ridership.pdf](#)**This Presentation was presented**[20-1485](#)

Third Quarter KPI

**Attachments:** [2020 Q3.pdf](#)**This Presentation was presented**[20-1486](#)

Valley Transit COVID-19 Discussion

**This Presentation was discussed**[20-1487](#)

Bus Shelter Advertising

**This Presentation was discussed**[20-1488](#)

Valley Transit Capital Project Planning Activities

**This Presentation was presented**[20-1489](#)

Request for Future Agenda Items

**This Presentation was discussed**

## **7. Pending Agenda Items**

[20-0795](#)

Discussion of Funding Alternatives

8. **Next Meeting Date & Time**
  - **December 8, 2020, 3:00 PM**
  - **January 12, 2021, 3:00 PM**

9. Adjournment

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

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR	TYP S	CHECK	RUN	CHECK	DESCRIPTION
58071000					VT 5307 Admin						
58071000	620100					Training/Conferences					
999990	WWW.PROJECTACTION.CO	42241			0	2020 10 INV P		150.00	pcard		Easter Seals traini
						ACCOUNT TOTAL		150.00			
58071000	620500					Employee Recruitment					
002158	CAREERBUILDER	42531			0	2020 10 INV P		143.44	102820	545521	Recruitment/Adverti
						ACCOUNT TOTAL		143.44			
58071000	630100					Office Supplies					
001983	AMAZON	43200			0	2020 10 INV P		44.29	pcard		Office supplies
999990	QUILL CORPORATION	43088			0	2020 10 INV P		18.98	pcard		office supplies
999990	QUILL CORPORATION	43157			0	2020 10 INV P		207.65	pcard		Office supplies
								226.63			
						ACCOUNT TOTAL		270.92			
58071000	630200					Subscriptions					
000999	NORTHERN MUSICAST, I	43087			0	2020 10 INV P		135.00	pcard		NORTHERN MUSICAST I
						ACCOUNT TOTAL		135.00			
58071000	630300					Memberships & Licenses					
000516	FOX CITIES KIWANIS	42252			0	2020 10 INV P		170.00	101420	545344	2020 - 2021 Members
						ACCOUNT TOTAL		170.00			
58071000	630400					Postage / Freight					
001583	UNITED STATES POSTAL	43249			0	2020 10 INV P		7.50	pcard		Postage
						ACCOUNT TOTAL		7.50			
58071000	631603					Other Misc. Supplies					
001983	AMAZON	43083			0	2020 10 INV P		41.21	pcard		Misc Supplies
						ACCOUNT TOTAL		41.21			
58071000	632001					City Copy Charges					
001164	RICOH USA, INC.	43329			0	2020 10 INV P		339.20	102820	545586	
						ACCOUNT TOTAL		339.20			
58071000	632002					Outside Printing					
001121	QUICK PRINT CENTER,	43085			0	2020 10 INV P		280.00	pcard		SQ *QUICK PRINT CEN
001121	QUICK PRINT CENTER,	43250			0	2020 10 INV P		166.76	pcard		Tickets and ADA car
								446.76			

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
					ACCOUNT TOTAL			446.76			
58071000	632700				Miscellaneous Equipment						
000362	DELL MARKETING L.P.	43070	0		2020	10	INV P	344.00	pcard		DMI* DELL K-12/GOVT
					ACCOUNT TOTAL			344.00			
58071000	640300				Bank Service Fees						
000814	LOOMIS ARMORED US, L	42292	0		2020	10	INV P	63.30	101420	545361	Armored bank servic
					ACCOUNT TOTAL			63.30			
58071000	640800				Contractor Fees						
001771	RED SHOES PR, INC.	42541	200151		2020	10	INV P	5,618.50	102120	545479	Marketing and Media
					ACCOUNT TOTAL			5,618.50			
58071000	641200				Advertising						
001517	WISCONSIN MEDIA	42574	0		2020	10	INV P	252.34	102820	545616	Legal ads
001573	4IMPRINT, INC.	42242	0		2020	10	INV P	530.38	pcard		Supplies
001573	4IMPRINT, INC.	43973	0		2020	10	INV P	631.30	pcard		Marketing materials
								1,161.68			
					ACCOUNT TOTAL			1,414.02			
58071000	641301				Electric						
001575	WE ENERGIES	526	0		2020	10	INV P	3,971.88	102820	545608	ELEC 7216-827-232 T
					ACCOUNT TOTAL			3,971.88			
58071000	641302				Gas						
001575	WE ENERGIES	526	0		2020	10	INV P	106.34	102820	545608	GAS 7216-827-232 Tr
					ACCOUNT TOTAL			106.34			
58071000	641308				Cellular Phones						
002272	U.S. CELLULAR	43089	0		2020	10	INV P	204.90	pcard		Cell Phones
					ACCOUNT TOTAL			204.90			
58071000	642400				Software Support						
999990	FIRE PIXEL LLC	43086	0		2020	10	INV P	225.00	pcard		website
					ACCOUNT TOTAL			225.00			
					ORG 58071000 TOTAL			13,651.97			
58072000	VT 5307 Vehicle Maintenance										
58072000	630901				Shop Supplies						
000035	AIRGAS USA, LLC	43975	0		2020	10	INV P	48.20	pcard		shop supplies

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10												
ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN		CHECK	DESCRIPTION		
000615	HARTLAND LUBRICANTS	42545	0	2020 10	INV	P	990.50	102820		545544	Shop supplies	
001194	SAFETY-KLEEN	41250	0	2020 10	INV	P	746.00	100720		545298	Shop Supplies	
001333	TARTAN SUPPLY CO., I	43080	0	2020 10	INV	P	128.58	pcard			Sept Custodial Supp	
001595	JX TRUCK CENTER	43955	0	2020 10	INV	P	78.42	pcard			Supply	
001655	AUTOMOTIVE SUPPLY CO	43045	0	2020 10	INV	P	783.21	pcard			Supply and parts	
001655	AUTOMOTIVE SUPPLY CO	43228	0	2020 10	INV	P	680.26	pcard			Parts & Supply	
							1,463.47					
ACCOUNT TOTAL							3,455.17					
58072000	632200						Gas Purchases					
000763	KWIK TRIP, INC	42251	0	2020 10	INV	P	117.19	101420		545356	Unleaded fuel	
ACCOUNT TOTAL							117.19					
58072000	632601						Repair Parts					
000089	NEW FLYER OF AMERICA	41247	0	2020 10	INV	P	2,079.41	100720		545281	Parts	
000089	NEW FLYER OF AMERICA	42559	0	2020 10	INV	P	890.16	102820		545573	Parts	
000089	NEW FLYER OF AMERICA	42560	0	2020 10	INV	P	236.68	102820		545573	Parts	
000089	NEW FLYER OF AMERICA	42561	0	2020 10	INV	P	294.04	102820		545573	Parts	
000089	NEW FLYER OF AMERICA	42562	0	2020 10	INV	P	799.30	102820		545573	Parts	
000089	NEW FLYER OF AMERICA	42563	0	2020 10	INV	P	347.84	102820		545573	Parts	
							4,647.43					
000211	BROADWAY AUTOMOTIVE	43225	0	2020 10	INV	P	307.30	pcard			Parts	
001595	JX TRUCK CENTER	43046	0	2020 10	INV	P	3,818.14	pcard			Parts	
001595	JX TRUCK CENTER	43047	0	2020 10	INV	P	580.55	pcard			Parts	
001595	JX TRUCK CENTER	43227	0	2020 10	INV	P	792.14	pcard			Parts & Supply	
001595	JX TRUCK CENTER	43956	0	2020 10	INV	P	-87.98	pcard			Inventory credit	
001595	JX TRUCK CENTER	43957	0	2020 10	INV	P	42.72	pcard			Parts	
001595	JX TRUCK CENTER	43958	0	2020 10	INV	P	469.57	pcard			Parts	
							5,615.14					
001655	AUTOMOTIVE SUPPLY CO	43045	0	2020 10	INV	P	171.47	pcard			Supply and parts	
001655	AUTOMOTIVE SUPPLY CO	43228	0	2020 10	INV	P	53.02	pcard			Parts & Supply	
							224.49					
001791	RADIO ENGINEERING IN	42226	0	2020 10	INV	P	531.11	pcard			Part	
ACCOUNT TOTAL							11,325.47					
58072000	632700						Miscellaneous Equipment					



## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
001901	DOUBLEMAP, INC.		41246		0	2020 10	INV	P	44.97	100720	545247	Misc equipment
							ACCOUNT TOTAL		44.97			
58072000	641700						Vehicle Repairs & Maint					
001597	NOLTE'S TOWING		42246		0	2020 10	INV	P	238.59	101420	545369	Coach 1801
002083	TRANSPORT REFRIGERAT		41245		0	2020 10	INV	P	1,741.30	100720	545306	Vehicle Repairs
							ACCOUNT TOTAL		1,979.89			
58072000	641800						Equip Repairs & Maint					
000172	BAYCOM, INC.		41284		0	2020 10	INV	P	14.28	101420	545327	Service - Depot Rep
000172	BAYCOM, INC.		42442		0	2020 10	INV	P	55.00	102820	545519	TRBONET Recording S
									69.28			
							ACCOUNT TOTAL		69.28			
58072000	643000						Health Services					
001588	THEDACARE, INC.		42565		0	2020 10	INV	P	139.40	102820	545595	DOT Physicals
							ACCOUNT TOTAL		139.40			
58072000	645100						Laundry Services					
001396	UNIFIRST CORPORATION		43084		0	2020 10	INV	P	105.16	pcard		Uniforms - multiple
							ACCOUNT TOTAL		105.16			
58072000	680401 1800						Machinery & Equipment					
002518	S&A SYSTEMS, INC		42339		0	2020 10	INV	P	25,631.00	101420	545380	Diesel fueling stat
002518	S&A SYSTEMS, INC		43302		0	2020 10	INV	P	14,020.00	102820	545588	Diesel fueling stat
									39,651.00			
							ACCOUNT TOTAL		39,651.00			
							ORG 58072000 TOTAL		56,887.53			
58073000							VT 5307 Building Maintenance					
58073000	640700						Solid waste/Recycling Pickup					
999990	ADVANCED DISPOSAL ON		43412		0	2020 10	INV	P	179.00	pcard		Sept trash
999990	ADVANCED DISPOSAL ON		43413		0	2020 10	INV	P	104.00	pcard		Sept. recycling
									283.00			
							ACCOUNT TOTAL		283.00			
58073000	645100						Laundry Services					
000274	CINTAS CORPORATION		43156		0	2020 10	INV	P	1,097.72	pcard		Mats - multiple inv
							ACCOUNT TOTAL		1,097.72			

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK	RUN	CHECK	DESCRIPTION
58073000	659900									
002401	CLEAN POWER, LLC	41261		0	2020 10	INV P	844.04	100720		545242 ALL-October, 2020 J
							844.04			
							ACCOUNT TOTAL			
58073000	680300 1800									
001021	OMNNI ASSOCIATES, IN	42544		0	2020 10	INV P	2,189.50	102820		545577 Professional servic
							2,189.50			
							ACCOUNT TOTAL			
							ORG 58073000 TOTAL			
							4,414.26			
58074000										
58074000	620100									
002520	SPECIAL EVENTS CUSTO	42432		0	2020 10	INV P	50.00	102120		545482 New employee CDL te
002520	SPECIAL EVENTS CUSTO	42433		0	2020 10	INV P	50.00	102120		545483 New Employee CDL te
002520	SPECIAL EVENTS CUSTO	42434		0	2020 10	INV P	50.00	102120		545484 New Employee CDL te
							150.00			
							ACCOUNT TOTAL			
							150.00			
58074000	630300									
001649	WISCONSIN DEPARTMENT	43298		0	2020 10	INV P	475.00	102820		545612 2020 Bus registrati
							475.00			
							ACCOUNT TOTAL			
58074000	632101									
001396	UNIFIRST CORPORATION	43084		0	2020 10	INV P	36.96	pcard		Uniforms - multiple
001573	4IMPRINT, INC.	43245		0	2020 10	INV P	805.25	pcard		Uniforms
							842.21			
							ACCOUNT TOTAL			
58074000	632200									
000763	KWIK TRIP, INC	42251		0	2020 10	INV P	675.17	101420		545356 unleaded fuel
000838	MANSFIELD OIL COMPAN	41339		200655	2020 10	INV P	8,926.27	100720		545273 #2 Ultra Low Sulfur
001608	GARROW OIL CORPORATI	41331		200729	2020 10	INV P	8,673.97	100720		545257 #2 Ultra ow Sulfur
001608	GARROW OIL CORPORATI	42534		0	2020 10	INV P	9,610.45	102820		545539 #2 Ultra Low Sulfur
							18,284.42			
							ACCOUNT TOTAL			
							27,885.86			
58074000	632602									
001996	MATTHEWS TIRE, INC.	43976		0	2020 10	INV P	307.34	pcard		Tire repair - mutlp
							307.34			
							ACCOUNT TOTAL			

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58074000	632800	001358	TLC SIGN	42501	0	2020 10	INV	P	1,501.29	102820		545596 whitman Sign
Signs									1,501.29			
ACCOUNT TOTAL									1,501.29			
58074000	640800	002229	STAR PROTECTION AND	41244	0	2020 10	INV	P	800.00	100720		545299 TC Security service
002229	STAR PROTECTION AND	42248			0	2020 10	INV	P	800.00	101420		545383 Security service 9/
002229	STAR PROTECTION AND	42249			0	2020 10	INV	P	800.00	101420		545383 Security services 9
002229	STAR PROTECTION AND	42568			0	2020 10	INV	P	800.00	102820		545590 TC Security service
002229	STAR PROTECTION AND	42569			0	2020 10	INV	P	800.00	102820		545590 TC Security Service
									4,000.00			
ACCOUNT TOTAL									4,000.00			
58074000	643000	001588	THEDACARE, INC.	42564	0	2020 10	INV	P	62.00	102820		545594 DOT Physical
001588	THEDACARE, INC.	42565			0	2020 10	INV	P	62.90	102820		545595 DOT Physicals
									124.90			
ACCOUNT TOTAL									124.90			
ORG 58074000 TOTAL									35,286.60			
58075000						VT 5307	ADA	Paratransit				
58075000	632002	001121	QUICK PRINT CENTER,	43250	0	2020 10	INV	P	171.08	pcard		Tickets and ADA car
Outside Printing									171.08			
ACCOUNT TOTAL									171.08			
58075000	640800	001186	RUNNING, INC.	42447	0	2020 10	INV	P	80,568.35	102120		545481 September VTII, Eld
Contractor Fees									80,568.35			
ACCOUNT TOTAL									80,568.35			
58075000	641307	001442	VERIZON WIRELESS SER	43974	0	2020 10	INV	P	740.74	pcard		Data plan
Telephone									740.74			
ACCOUNT TOTAL									740.74			
ORG 58075000 TOTAL									81,480.17			
58076000						VT 5307	Ancillary	Paratransit				
58076000	640800 1806	001186	RUNNING, INC.	42447	0	2020 10	INV	P	1,481.95	102120		545481 September VTII, Eld
Contractor Fees									1,481.95			
ACCOUNT TOTAL									1,481.95			
58076000	640800 1807	001186	RUNNING, INC.	42447	0	2020 10	INV	P	27.40	102120		545481 September VTII, Eld
Contractor Fees									27.40			

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10				ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
							ACCOUNT TOTAL	27.40					
58076000	640800	1808											
000750	KOBUSSEN BUSES, LTD	42450				0	2020 10	INV	P	39,867.28	102120	545444 September Specializ	
							ACCOUNT TOTAL	39,867.28					
58076000	640800	1809											
000750	KOBUSSEN BUSES, LTD	42451				0	2020 10	INV	P	11,365.02	102120	545444 September Rural Ser	
							ACCOUNT TOTAL	11,365.02					
58076000	640800	1810											
001186	RUNNING, INC.	42449				0	2020 10	INV	P	204.00	102120	545481 September OCHST Ser	
							ACCOUNT TOTAL	204.00					
58076000	640800	1813											
000528	FOX VALLEY CAB	42452				0	2020 10	INV	P	5,082.00	102120	545438 September NWDAR Ser	
000528	FOX VALLEY CAB	42453				0	2020 10	INV	P	105.00	102120	545438 September NWDAR Ser	
								5,187.00					
							ACCOUNT TOTAL	5,187.00					
58076000	640800	1819											
001186	RUNNING, INC.	42448				0	2020 10	INV	P	19,880.50	102120	545481 September Connector	
							ACCOUNT TOTAL	19,880.50					
58076000	640800	1820											
001186	RUNNING, INC.	42448				0	2020 10	INV	P	8,063.75	102120	545481 September Connector	
							ACCOUNT TOTAL	8,063.75					
58076000	640800	1821											
000774	LAMERS BUS LINES, IN	42257				0	2020 10	INV	P	1,366.95	101420	545358 Trolley service 9/1	
000774	LAMERS BUS LINES, IN	42259				0	2020 10	INV	P	2,733.91	101420	545358 Trolley Service 9/2	
								4,100.86					
							ACCOUNT TOTAL	4,100.86					
							ORG 58076000 TOTAL	90,177.76					
VT COVID-19 Response													
58079000	630100												
001983	AMAZON	43155				0	2020 10	INV	P	36.91	pcard	COVID 19 supplies	
							ACCOUNT TOTAL	36.91					

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2020/10 TO 2020/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58079000	632300				Safety Supplies						
000089	NEW FLYER OF AMERICA	43362		200728	2020 10	INV	P	7,467.00	102820		545573 Proactive Air and S
					ACCOUNT TOTAL			7,467.00			
58079000	640800				Contractor Fees						
001771	RED SHOES PR, INC.	42542		200363	2020 10	INV	P	2,837.25	102120		545479 COVID 19 Public rel
001771	RED SHOES PR, INC.	42543		200363	2020 10	INV	P	6,608.50	102120		545479 COVID 19 Public rel
								9,445.75			
002401	CLEAN POWER, LLC	42244		0	2020 10	INV	P	2,857.75	101420		545336 September bus clean
					ACCOUNT TOTAL			12,303.50			
58079000	659900				Other Contracts/Obligation						
000005	AAA PORTABLES	42245		0	2020 10	INV	P	207.50	101420		545319 TC Portable 8/4 - 8
000005	AAA PORTABLES	43090		0	2020 10	INV	P	207.50	pcard		TC portable - Septe
								415.00			
999990	ZOOM.US	43153		0	2020 10	INV	P	10.55	pcard		Monthly charge for
999990	ZOOM.US	43968		0	2020 10	INV	P	-143.50	pcard		Tax credit
999990	ZOOM.US	43969		0	2020 10	INV	P	-.55	pcard		Tax credit
999990	ZOOM.US	43970		0	2020 10	INV	P	-.55	pcard		Tax credit
999990	ZOOM.US	43971		0	2020 10	INV	P	-.55	pcard		Tax Credit
999990	ZOOM.US	43972		0	2020 10	INV	P	-.55	pcard		Tax credit
								-135.15			
					ACCOUNT TOTAL			279.85			
					ORG 58079000 TOTAL			20,087.26			
FUND 580 Valley Transit				TOTAL:		301,985.55					

\*\* END OF REPORT - Generated by Debra Ebben \*\*

**2021 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, Vandenbroek, and Buchanan). The parties agree that approximately 38% 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:

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

## Intermunicipal Agreement cont'd

In 2021, Valley Transit estimates 115,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28%; therefore Outagamie County's estimated funding requirement will be:

\$ 780,045	Costs (43,700 rides at \$17.85 per ride)
92,720	38% of admin charges
(244,374)	Federal Share
(244,374)	State Share
<u>(174,800)</u>	Fares (43,700 rides at \$4.00 per ride)
\$ 209,217	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 2021. 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 2021 the parties agree that Outagamie County's liability for ADA urban paratransit services will be capped at \$250,000 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:

$$\begin{aligned} & \text{Outagamie County Rides} \times \text{Contract Cost} \\ & - \text{Federal Share} \\ & - \text{State Share} \\ & - \text{Farebox Revenue} \\ & \pm \text{Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\ & = \text{Outagamie County's Estimated Ancillary Funding Requirement} \end{aligned}$$

The contract costs (including fuel) for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2021, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

\$ 59,351	Elderly Costs (3,325 x \$17.85)
(16,618)	Federal Share
(16,618)	State Share
(13,300)	Fares (3,325 x \$4.00/ride)
<u>\$ 11,079</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 23,894	Estimated funding

## Intermunicipal Agreement cont'd

\$ 19,278	Sunday Costs (1,080 x \$17.85)
(5,398)	Federal Share
(5,398)	State Share
(11,880)	Fares (1,080 x \$11.00/ride)
<u>\$ 3,599</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 201	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 2021. 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 2021, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 272,303	Costs (7,500 rides x \$34.02 plus \$4,400 fuel escalator)
(51,742)	Federal Share
(76,240)	State Share
(45,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 27,230</u>	Administrative charge
\$126,551	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 year end.

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, 2021 through December 31, 2021.

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

## Intermunicipal Agreement cont'd

party for random safety and operational checks, the contract costs for such checks will be paid for by Outagamie County.

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 December 31, 2021, fares for 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 2021. 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,

## Intermunicipal Agreement cont'd

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 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 \_\_\_\_\_, \_\_\_\_\_

**CITY OF APPLETON**

By: \_\_\_\_\_  
JACOB WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER BEHRENS, CITY ATTORNEY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**OUTAGAMIE COUNTY**

By: \_\_\_\_\_  
THOMAS NELSON, COUNTY EXECUTIVE

:

By: \_\_\_\_\_  
JOHN RATHAM, DIRECTOR, OUTAGAMIE  
COUNTY DEPARTMENT OF HUMAN SERVICES

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSEPH P. GUIDOTE, JR., CORPORATION COUNSEL  
CL: A19-1110

**2021 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:

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

In 2021, Valley Transit estimates 115,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate cost for administrative expenses. The Federal and State

## Intermunicipal Agreement cont'd

shares are estimated to be 28% and 28% respectively; therefore Winnebago County's estimated funding requirement will be:

\$ 369,495	Costs (20,700 rides at \$17.85 per ride)
43,920	18% of admin charges
(115,756)	Federal Share
(115,756)	State Share
<u>(82,800)</u>	Fares (20,700 rides at \$4.00 per ride)
\$ 99,103	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 2021. 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 2021 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:

$$\begin{aligned} & \text{Winnebago County Rides} \times \text{Contract Cost} \\ & - \text{Federal Share} \\ & - \text{State Share} \\ & - \text{Farebox Revenue} \\ & + \text{Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\ & = \text{Winnebago County's Estimated Ancillary Funding Requirement} \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$17.85 per ride plus fuel. In 2021, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$ 1,499	Sunday Costs (84 x \$17.85)
(420)	Federal Share
(420)	State Share
(924)	Fares (84 x \$11.00/ride)
<u>\$ 280</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 15	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 2021. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied

## Intermunicipal Agreement cont'd

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*

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 2021'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.

## Intermunicipal Agreement cont'd

*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, 2021 through December 31, 2021.
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 third party 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 December 31, 2021, fares for 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 2021.
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:

### Coverage

1. Worker's Compensation Statutory

### Limit

\$1,000,000 General Aggregate



## Intermunicipal Agreement cont'd

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 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 \_\_\_\_\_, \_\_\_\_\_.

**CITY OF APPLETON**

By: \_\_\_\_\_  
JACOB WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER BEHRENS, CITY ATTORNEY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
MARK HARRIS, COUNTY EXECUTIVE

By: \_\_\_\_\_  
SUE ERTMER, COUNTY CLERK

**2021 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 3% 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:

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

In 2021, Valley Transit estimates 115,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$17.85 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:

\$61,582	Costs (3,450 rides at \$17.85 per ride)
7,565	Administrative charges (4%)
(19,361)	Federal Share
(19,361)	State Share
<u>\$ (13,800)</u>	Fares (3,450 rides at \$4.00 per ride)
\$ 16,625	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2021. 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:

$$\begin{aligned}
 & \text{Calumet County Rides x Contract Cost} \\
 & - \text{Federal Share} \\
 & - \text{State Share} \\
 & - \text{Farebox Revenue} \\
 & + \text{Local Surcharge (1/3 of Federal plus 1/3 State Share)} \\
 & = \text{Calumet County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The contract costs (including fuel) for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2021, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$3,124	Elderly Costs (175 x \$17.85)
(875)	Federal Share
(875)	State Share
(700)	Fares (175 x \$4.00/ride)
<u>\$ 583</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,257	Estimated funding

\$ 643	Sunday Costs (36 x \$17.85)
(180)	Federal Share
(180)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 120</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 7	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride, federal share, state share and fares in 2021. 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  
+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)  
 = Calumet County's Estimated Ancillary Funding Requirement

In 2021 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, 2021 through December 31, 2021.
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 December 31, 2021, fares for 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 2021.
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 \_\_\_\_\_, \_\_\_\_\_

CITY OF APPLETON

By: \_\_\_\_\_  
JACOB WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMILYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER BERENS, CITY ATTORNEY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

CALUMET COUNTY

By: \_\_\_\_\_  
TODD ROMENESKO, CALUMET COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

\_\_\_\_\_  
KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A19-1110

**2021 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 2021. Cost estimates are as follows:

	<b><u>Breakdown by Municipality of Total Costs</u></b>		
	<b><u>Total Program Cost</u></b>	<b><u>Neenah/Menasha (8,000 rides)</u></b>	<b><u>Village of Fox Crossing (2,000 rides)</u></b>
Cost for Dial-A-Ride (10,000 X \$14.00)	\$140,000	\$112,000	\$28,000
Federal Share	(26,785)	(21,428)	(5,357)
State Share	(39,200)	(31,360)	(7,840)
Fares (\$3.50)	(35,000)	(28,000)	(7,000)
Administrative Charge	<u>14,000</u>	<u>11,200</u>	<u>2,800</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$53,015	\$42,412	\$10,603

Actual costs will be based on actual ridership, federal share, state share, and fares in 2021.

\*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 2021. 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:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
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**

By: \_\_\_\_\_  
JACOB WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER BEHRENS, CITY ATTORNEY

**CITY OF NEENAH**

BY: \_\_\_\_\_  
DEAN KAUFERT, MAYOR

BY: \_\_\_\_\_  
STEPHANIE A. CHESLOCK, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES G. GODLEWSKI, CITY ATTORNEY

**VILLAGE OF FOX CROSSING**

BY: \_\_\_\_\_  
DALE YOUNGQUIST, VILLAGE PRESIDENT

BY: \_\_\_\_\_  
DARLA M. FINK, VILLAGE CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDY ROSSMEISL, VILLAGE ATTORNEY  
CL: A19-1110

**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 1826 North Casaloma Drive, 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 2021, Valley Transit and Community Care estimate that there will be a total of 27,000 rides on Specialized Transportation Routes for a total of 255 days out of the calendar year. Based on this estimate, cost estimates for 2021 are as follows:

\$564,054	Costs
(315,880)	Federal and State Share
<u>\$157,940</u>	<u>Administrative Charge</u>
\$406,114	Community Care Estimated Contribution

Actual costs will be based on actual expenses, federal share amounts and state share amounts received in 2021.

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 2021, expiring at the 11:59 p.m. on December 31, 2021. 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 \_\_\_\_\_, \_\_\_\_\_.

**Community Care, Contractor:**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Printed \_\_\_\_\_

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Valley Transit, Owner:**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Ronald McDonald, General Manager

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Printed \_\_\_\_\_

Name: \_\_\_\_\_

Jacob Woodford, Mayor

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Printed \_\_\_\_\_

Name: \_\_\_\_\_

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  
City Law A19-1110

\_\_\_\_\_  
Christopher Behrens, City Attorney



## INSTRUCTIONS FOR EXECUTING CONTRACT

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### 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.

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### 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.

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### 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, 2020**

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2020 Amended Budget	2020 % of Total Budget
<b>REVENUES</b>						
Bus Fare Revenue	45,274	83,592	435,066	667,329	943,218	46.13%
Paratransit Fare Revenue	31,378	60,397	329,938	593,056	705,830	46.74%
Total Fare Revenue	76,652	143,989	765,004	1,260,385	1,649,048	46.39%
Other Charges for Service	6,400	1,592	40,215	58,602	65,000	61.87%
Other Revenues	4,357	511	107,704	46,570	14,000	769.31%
TOTAL REVENUES	87,409	146,092	912,923	1,365,557	1,728,048	52.83%
<b>EXPENSES BY LINE ITEM</b>						
Regular Salaries & Labor pool alloc	317,658	301,799	2,249,970	2,130,573	3,212,469	70.04%
Call Time	-	-	-	-	-	0.00%
Overtime	36,960	40,064	151,152	283,911	72,879	207.40%
Incentive Pay	-	-	-	(2,590)	1,335	0.00%
Other Compensation	216	226	1,195	1,467	-	-
Fringes	102,052	94,804	848,992	838,165	1,246,877	68.09%
Unemployment Compensation	948	811	4,110	3,766	-	-
Salaries & Fringe Benefits	457,834	437,704	3,255,419	3,255,292	4,533,560	71.81%
Training & Conferences	300	489	12,253	14,991	25,000	49.01%
Employee Recruitment	143	293	3,470	3,574	4,200	82.62%
Parking Permits	-	-	15	15	-	0.00%
Office Supplies	308	479	2,914	3,801	5,000	58.28%
Subscriptions	135	135	2,150	615	964	223.03%
Memberships & Licenses	720	-	13,549	6,878	18,220	74.36%
Postage & Freight	8	558	321	2,250	4,300	7.47%
Awards & Recognition	-	-	108	880	930	11.61%
Food & Provisions	-	624	1,191	1,566	1,240	96.05%
Insurance	15,970	15,094	211,455	209,466	228,024	70.04%
Insurance dividend & return of surplus	-	-	(51,753)	(58,528)	-	0.00%
Depreciation Expense	71,985	56,022	719,850	560,220	882,507	81.57%
Administrative Expenses	89,569	73,694	915,523	745,728	1,170,385	78.22%
Landscape Supplies	-	-	916	685	3,000	30.53%
Shop Supplies & Tools (& misc)	3,496	3,410	44,275	40,371	297,200	14.90%
Printing & Reproduction	957	817	20,710	21,254	27,136	76.32%
Uniforms	701	385	9,078	4,162	9,220	98.46%
Gas Purchases	28,003	16,059	199,901	313,536	582,500	34.32%
Safety Supplies	7,467	-	109,417	-	500	21883.40%
Vehicle & Equipment Parts	11,632	20,143	174,424	167,684	244,500	71.34%
Miscellaneous Equipment	389	44	16,217	10,785	26,600	60.97%
Signs	1,501	55	15,479	18,646	12,000	128.99%
Supplies & Materials	54,146	40,913	590,417	577,123	1,202,656	49.09%
Accounting/Audit	-	-	8,200	-	10,500	78.10%
Bank Services	63	382	2,156	2,393	3,000	71.87%
Consulting Services	-	-	4,404	35	10,000	0.00%
Collection Services	283	-	2,618	2,063	4,600	56.91%
Contractor Fees	184,035	297,663	1,943,021	2,932,591	3,839,593	50.60%
Temp Help	-	-	-	26,868	5,000	0.00%

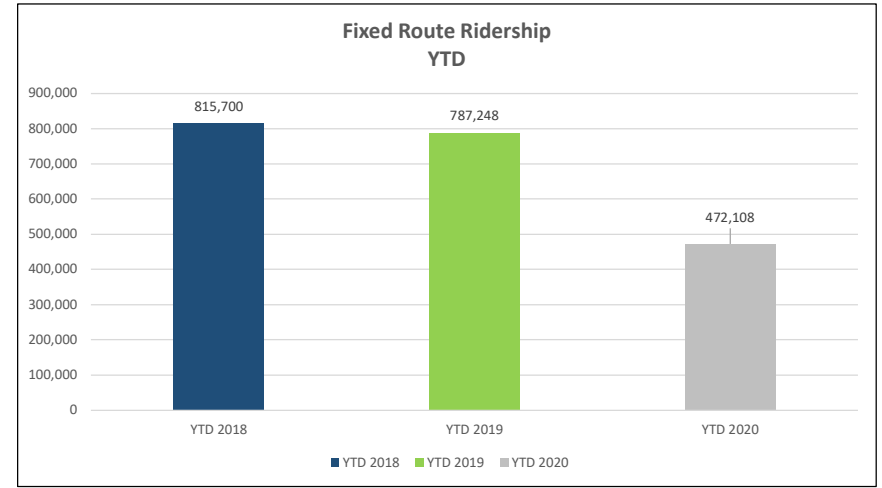
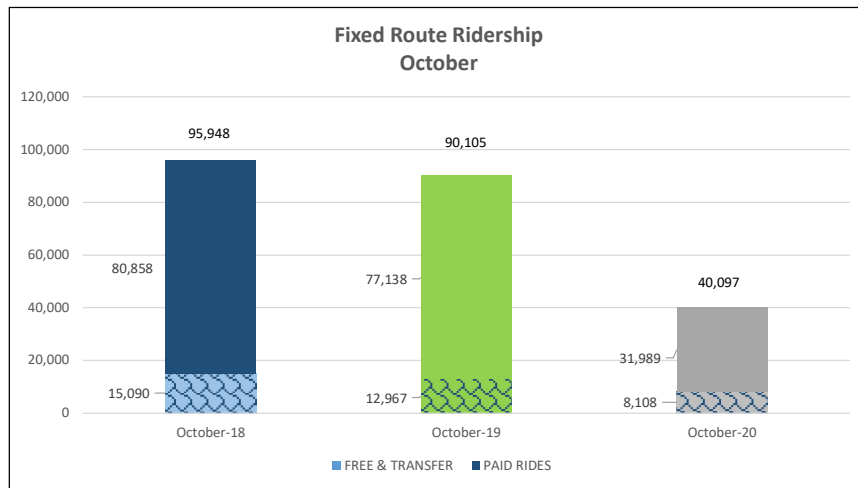
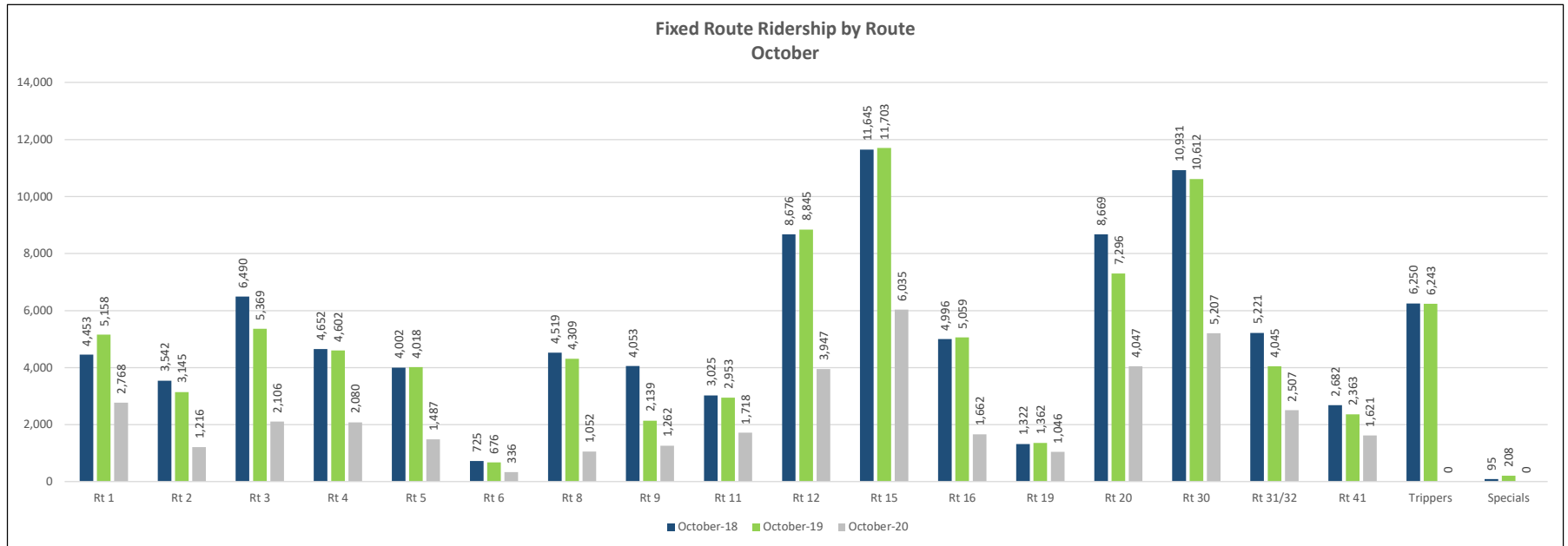
**City of Appleton**  
**VALLEY TRANSIT INCOME STATEMENT**  
**For Ten Months Ending October 31, 2020**

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2020 Amended Budget	2020 % of Total Budget
Advertising	1,414	-	14,983	11,145	50,309	29.78%
Health Services	264	1,095	6,565	10,879	9,200	71.36%
Snow Removal Services	-	-	11,940	33,073	30,000	39.80%
Laundry Services	1,203	572	7,812	7,463	8,871	88.06%
Other Contracts/Obligations	1,124	15,230	36,731	39,653	200,990	18.28%
Purchased Services	188,386	314,942	2,038,430	3,066,163	4,172,063	48.86%
Electric	3,737	3,458	43,582	41,998	50,225	86.77%
Gas	106	87	11,381	14,865	17,500	65.03%
Water	-	-	6,395	5,827	7,850	81.46%
Waste Disposal/Collection	-	-	2,437	2,182	3,200	76.16%
Stormwater	-	-	7,894	7,673	9,401	83.97%
Telephone	825	877	11,695	12,580	17,700	66.07%
Utilities	4,668	4,422	83,384	85,125	105,876	78.76%
Building/Grounds Repair & Maintenance	636	3,774	6,356	8,684	-	0.00%
Vehicle Repair & Maintenance	1,980	113	17,401	4,520	14,950	116.39%
Equipment Repair & Maintenance	69	-	5,637	33,040	26,566	21.22%
FMD Charges & Material	-	-	88,740	91,955	137,397	64.59%
Software Support	225	4,093	19,166	54,454	57,800	33.16%
CEA Equipment Rental	-	-	-	-	2,000	0.00%
Repairs & Maintenance	2,910	7,980	137,300	192,653	238,713	57.52%
Total Operating Expenses	797,513	879,655	7,020,473	7,922,084	11,423,253	61.46%
OPERATING INCOME (LOSS)	(710,104)	(733,563)	(6,107,550)	(6,556,527)	(9,695,205)	
<b>NON-OPERATING REVENUES</b>						
Federal Support	-	-	1,876,914	4,699,491	4,045,952	46.39%
State Support	1,883,691	-	5,270,298	2,815,931	2,926,385	180.10%
Appleton Support	286,847	270,925	1,640,030	1,788,610	707,389	231.84%
Other Local Support	706,121	571,300	2,249,868	2,680,335	1,750,335	128.54%
Investment Income	6,207	6,207	14,407	14,407	12,500	115.26%
Donations	4,167	4,167	43,019	42,764	62,317	69.03%
Fund Balance Applied	-	-	-	-	-	0.00%
TOTAL NON-OPERATING REVENUE	2,887,033	852,599	11,094,536	12,041,538	9,504,878	116.72%
Buildings	2,190	-	19,906	6,775	357,483	5.57%
Machinery & Equipment	39,651	-	155,682	141,786	260,947	59.66%
Furniture & Fixtures	-	-	-	35,654	25,000	9573.77%
Vehicles	-	-	2,393,443	4,066,197	2,451,340	104.80%
Capital Expenditures	41,841	-	2,569,031	4,250,412	3,094,770	0.00%
NET INCOME (LOSS)	2,135,088	119,036	2,417,955	1,234,599	(3,285,097)	

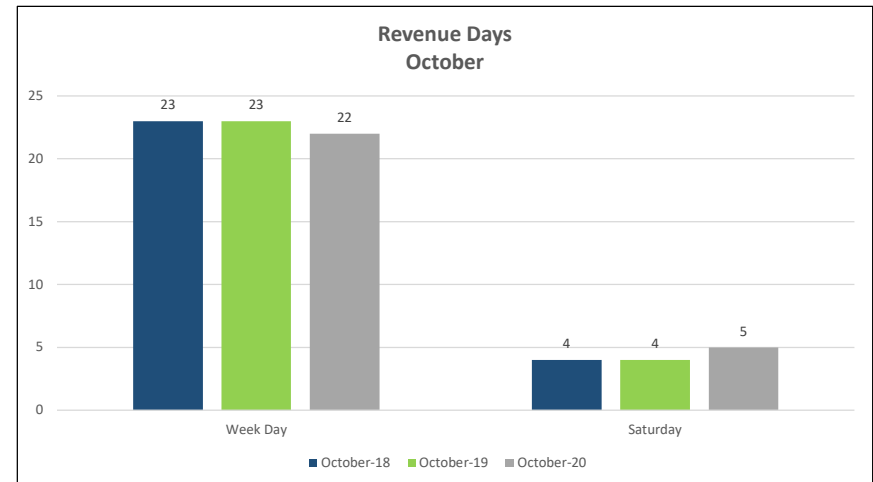
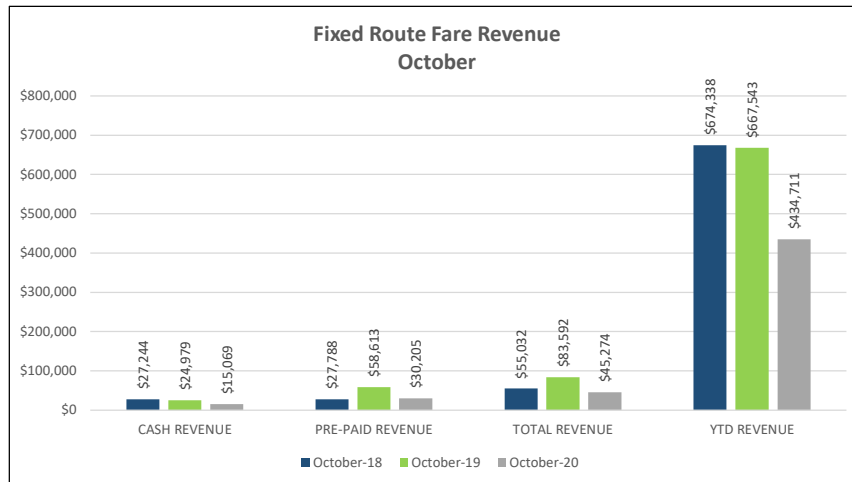
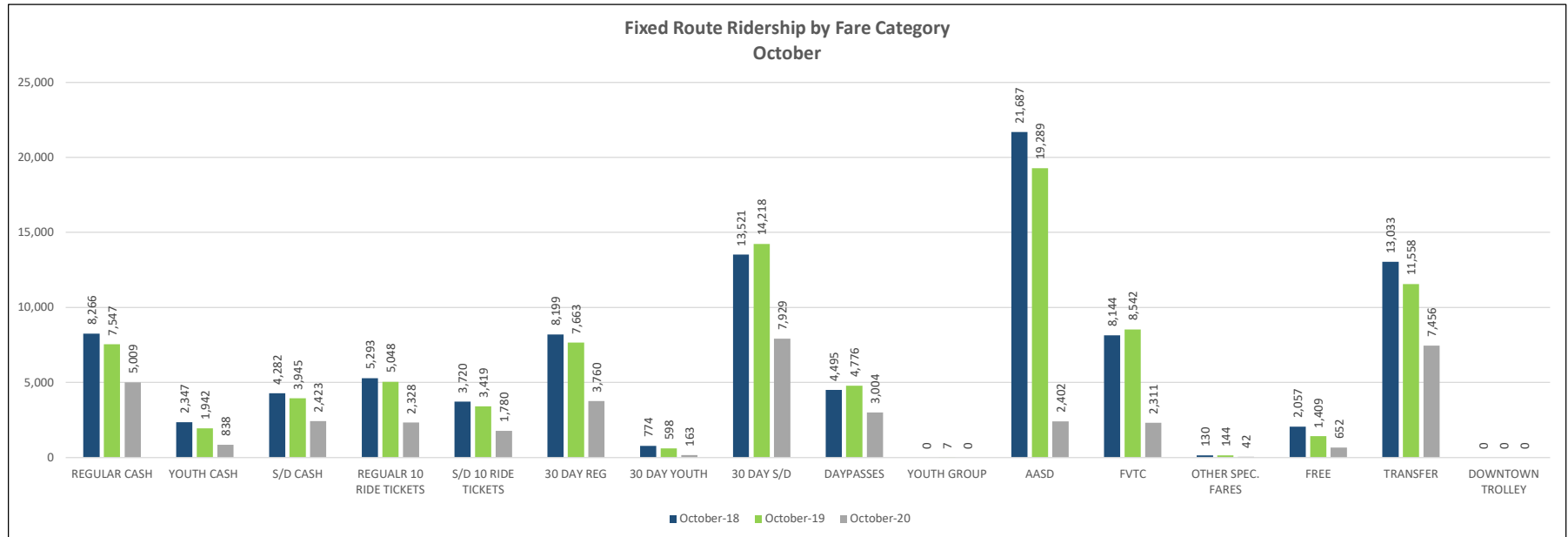
**City of Appleton**  
**PURCHASED TRANSPORTATION**  
**For Ten Months Ending October 31, 2020**

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2020 Amended Budget	2020 % of Total Budget
<b>PURCHASED TRANSPORTATION EXPENSE</b>						
VTII - Disabled	76,656	174,068	826,499	1,529,957	2,052,750	40.26%
VTII - Elderly	1,607	3,601	18,904	39,341	62,480	30.26%
PT - Optional (Sunday)	21	308	1,628	12,705	23,205	7.02%
Family Care Sheltered Workshop	36,481	44,122	323,361	435,316	564,054	57.33%
Outagamie County Demand Response Rural	13,352	18,681	143,059	209,412	259,550	55.12%
Outagamie County Human Services Transportation	1,564	1,020	5,236	4,994	11,900	44.00%
Neenah Dial - A - Ride	7,182	8,799	72,226	112,889	150,920	47.86%
Calumet County Van Service	2,363	1,374	28,465	26,063	34,650	82.15%
Connector - Extended Service Hours	23,432	29,218	243,080	321,618	412,000	59.00%
Connector - Extended Service Area	10,558	12,470	88,220	107,697	141,625	62.29%
Downtown Trolley	4,101	4,000	33,718	31,970	30,379	<u>110.99%</u>
Total Purchased Transportation	177,317	297,661	1,784,396	2,831,962	3,743,513	47.67%

## Valley Transit Ridership Report October 2020



## Valley Transit Ridership Report October 2020



## Valley Transit Ridership Report October 2020

