



City of Appleton

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

Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, December 10, 2024

2:50 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

4. Approval of minutes from previous meeting

[24-1550](#) Approval of minutes from previous meeting

Attachments: [Meeting Minutes 12-November-2024.pdf](#)

5. **Public Hearing/Apearances**

[24-1551](#) Public Participation on Agenda Items

6. **Action Items**

[24-1552](#) Approval of Payments

Attachments: [October 2024 Payments.pdf](#)

[24-1553](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2025 Contingent on Outagamie County Approval

Attachments: [2025 Outagamie County Contract.pdf](#)

[24-1554](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2025 Contingent on Winnebago County Approval

Attachments: [2025 Winnebago County Contract.pdf](#)

[24-1555](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2025 Contingent on Calumet County Approval

Attachments: [2025 Calumet County Contract.pdf](#)

[24-1556](#) Approve the Intermunicipal Agreement with the City of Neenah for Northern Winnebago Dial-A-Ride Service for 2025 Contingent on City of Neenah Approval

Attachments: [2025 NWDAR Neenah Contract.pdf](#)

[24-1557](#) Approve the Intermunicipal Agreement with the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Services for 2025 Contingent on the Village of Fox Crossing Approval

Attachments: [2025 NWDAR Fox Crossings Contract.pdf](#)

7. Information Items

[24-1558](#) Financial Report

Attachments: [October 2024 Income Statement.pdf](#)

[24-1559](#) Ridership Report

Attachments: [October 2024 Ridership.pdf](#)

[24-1560](#) Request for Future Agenda Items

8. Next Meeting Date & Time

- December 24, 2024, 2:50 PM - Cancelled

- January 7, 2025, 2:50 PM

- January 21, 2025 2:50 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
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Meeting Minutes - Final Fox Cities Transit Commission

Tuesday, November 12, 2024

2:50 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

Present: 11 - Kasimor, Dexter, VandeHey, Chairperson Dearborn, Wurdinger, Detienne, Patza, Torrance, Firkus, Brown and Holzschuh

Excused: 1 - Heffernan

4. Approval of minutes from previous meeting

[24-1462](#)

Approval of minutes from previous meeting

Attachments: [MeetingMinutes 22-October-2024.pdf](#)

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

5. **Public Hearing/Appearances**

[24-1464](#)

Public Participation on Agenda Items

No public participation on agenda items.

6. **Action Items**

[24-1465](#)

Award Recommendation for WisGo Fare Collection System

Attachments: [Award Recommendation Doc_WisGO.pdf](#)

Commissioner VandeHey moved, seconded by Commissioner Kasimor, that the Fare Collection System be recommended for approval. Voice Vote. Motion Carried.

7. **Information Items**

[24-1466](#)

Maintenance Hoist Emergency Purchase

The emergency hoist purchase was discussed.

[24-1467](#)

Request for Future Agenda Items

Future agenda items were discussed.

8. Next Meeting Date & Time

- November 26, 2024, 2:50 PM - Cancelled

- December 10, 2024, 2:50 PM

- December 24, 2024, 2:50 PM - Cancelled

9. Adjournment

A motion was made by Commissioner Patza, seconded by Commissioner Brown, that the meeting was adjourned.. The motion carried unanimously.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
58071000									VT 5307 Admin
58071000	423000								Miscellaneous Local Govt Aids
	000278	CITY OF KAUKAUNA	133717	0	2024 10	INV P		21,094.00 110624	566982 Kaukauna 3rd quarte
	000280	CITY OF MENASHA	133722	0	2024 10	INV P		35,904.00 110624	566983 Menasha 3rd quarter
	000281	CITY OF NEENAH	133724	0	2024 10	INV P		74,056.00 110624	566984 Neenah 3rd quarter
	001363	TOWN OF BUCHANAN	133715	0	2024 10	INV P		11,936.00 110624	567050 Buchanan 3rd quarte
	001366	TOWN OF GRAND CHUTE	133716	0	2024 10	INV P		116,610.00 110624	567051 Grand Chute 3rd qua
	001446	VILLAGE OF KIMBERLY	133718	0	2024 10	INV P		14,568.00 110624	567060 Kimberly 3rd quarte
	001447	VILLAGE OF LITTLE CH	133719	0	2024 10	INV P		15,368.00 110624	567061 Little Chute 3rd qu
	001577	VILLAGE OF FOX CROSS	133723	0	2024 10	INV P		43,624.00 110624	567058 Fox Crossing 3rd qu
								ACCOUNT TOTAL	333,160.00
58071000	620100								Training/Conferences
	999990	CIVIC CENTER RAMP	133879	0	2024 10	INV P		3.50 pcard	WIPTA Parking
	999990	CIVIC CENTER RAMP	133880	0	2024 10	INV P		3.50 pcard	WIPTA parking
	999990	CIVIC CENTER RAMP	133881	0	2024 10	INV P		3.50 pcard	WIPTA parking
	999990	DOUBLETREE BY HILTON	133882	0	2024 10	INV P		678.23 pcard	WIPTA Conference -
	999990	DOUBLETREE BY HILTON	133884	0	2024 10	INV P		285.00 pcard	WIPTA conference AE
								973.73	
								ACCOUNT TOTAL	973.73
58071000	630100								Office supplies
	001003	NORTHSIDE HARDWARE,	133877	0	2024 10	INV P		17.08 pcard	Supplies
	001983	AMAZON	133907	0	2024 10	INV P		53.81 pcard	AMAZON MKTPL*WY2KG4
	999990	QUILL CORPORATION	133508	0	2024 10	INV P		41.58 pcard	Office supplies
	999990	JACKSON HIRSH INC	133509	0	2024 10	INV P		136.98 pcard	Laminating supplies
	999990	QUILL CORPORATION	133903	0	2024 10	INV P		160.32 pcard	Office supplies
	999990	QUILL CORPORATION	133904	0	2024 10	INV P		33.28 pcard	Office supplies
	999990	QUILL CORPORATION	133905	0	2024 10	INV P		102.73 pcard	office supplies
								474.89	
								ACCOUNT TOTAL	545.78
58071000	630200								Subscriptions
	003221	WISCONSIN AUDIO VIDE	132227	0	2024 10	INV P		135.00 100924	566674 Transit Center musi
	999990	GAN*WINEWSPAPER	133885	0	2024 10	INV P		60.71 pcard	Subscription - Post
								ACCOUNT TOTAL	195.71

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION		
58071000 630400				Postage / Freight					
001583 UNITED STATES POSTAL	133906	0	2024 10	INV P			USPS KIOSK 56025095	2.87	pcard
				ACCOUNT TOTAL				2.87	
58071000 631603				Other Misc. Supplies					
001198 SAM'S CLUB	133890	0	2024 10	INV P			Water	15.92	pcard
001983 AMAZON	134327	0	2024 10	INV P			Supplies	6.69	pcard
999990 MANDERFIELDS HOME BA	134326	0	2024 10	INV P			Evaluation committe	21.20	pcard
999990 THAI GINGER BISTRO	134328	0	2024 10	INV P			Evaluation Committe	172.54	pcard
								193.74	
				ACCOUNT TOTAL				216.35	
58071000 632001				City Copy Charges					
001164 RICOH USA, INC.	132899	0	2024 10	INV P	101624	566749	Copier Charges	482.21	
				ACCOUNT TOTAL				482.21	
58071000 632002				Outside Printing					
001269 SPECTRA PRINT CORPOR	133313	0	2024 10	INV P	103024	566939	System maps	1,621.14	
002297 PRINTSOURCE PLUS	133316	0	2024 10	INV P	103024	566931	Connector brochures	790.98	
				ACCOUNT TOTAL				2,412.12	
58071000 632700				Miscellaneous Equipment					
000362 DELL MARKETING L.P.	132465	0	2024 10	INV P	100924	566592	Docking Stations/Co	10,530.63	
				ACCOUNT TOTAL				10,530.63	
58071000 632800				Signs					
001942 APPLETON SIGN COMPAN	133334	0	2024 10	INV P	103024	566860	Temporary Customer	300.00	
				ACCOUNT TOTAL				300.00	
58071000 640300				Bank Service Fees					
000814 LOOMIS ARMORED US, L	132473	0	2024 10	INV P	101624	566727	SEPTEMBER ARMORED C	163.28	
000814 LOOMIS ARMORED US, L	132882	0	2024 10	INV P	101624	566727	MARCH 2024 ARMORED	166.96	
								330.24	
				ACCOUNT TOTAL				330.24	
58071000 640800				Contractor Fees					
001237 SHRED-IT USA	133863	0	2024 10	INV P			Document management	114.80	pcard
001771 RED SHOES PR, INC.	132228	0	2024 10	INV P	100924	566632	September marketing	3,041.25	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
					ACCOUNT TOTAL				3,156.05
58071000 641200				Advertising					
001495 WFRV-TV	132216	0	2024 10	INV	P			566673 Flag Day ads	2,500.00 100924
001517 GANNETT WISCONSIN	132230	0	2024 10	INV	P			566598 DBE public notice	55.78 100924
001517 GANNETT WISCONSIN	132231	0	2024 10	INV	P			566599 Public hearing adve	133.90 100924
001517 GANNETT WISCONSIN	132232	0	2024 10	INV	P			566600 Public hearing adve	301.05 100924
									490.73
001771 RED SHOES PR, INC.	132229	0	2024 10	INV	P			566632 October digital adv	7,000.00 100924
002694 RNS COMMUNICATIONS I	133324	0	2024 10	INV	P			566934 Advertising	600.00 103024
					ACCOUNT TOTAL				10,590.73
58071000 641301				Electric					
001575 WE ENERGIES	573	0	2024 10	INV	P			566565 0701172433-00271 E1	5,722.30 100224
001575 WE ENERGIES	574	0	2024 10	INV	P			566961 0701172433-00271 E1	6,287.21 103024
									12,009.51
					ACCOUNT TOTAL				12,009.51
58071000 641302				Gas					
001575 WE ENERGIES	573	0	2024 10	INV	P			566565 0701172433-00271 E1	70.11 100224
001575 WE ENERGIES	574	0	2024 10	INV	P			566961 0701172433-00271 E1	217.34 103024
									287.45
					ACCOUNT TOTAL				287.45
58071000 642400				Software Support					
999990 WWW.FIELDWIRE.COM	133106	0	2024 10	INV	P			WWW.FIELDWIRE.COM -	44.00 pcard
999990 ZOOM.US 888-799-9666	133878	0	2024 10	INV	P			Teleconference mont	10.00 pcard
									54.00
					ACCOUNT TOTAL				54.00
58071000 643000				Health Services					
001588 THEDACARE, INC.	133311	0	2024 10	INV	P			566942 DOT Physical	85.00 103024
					ACCOUNT TOTAL				85.00
					ORG 58071000 TOTAL				375,332.38
58072000				VT 5307 vehicle Maintenance					
58072000 630901				Shop Supplies					
000089 NEW FLYER OF AMERICA	132209	0	2024 10	INV	P			566623 Parts	2,606.17 100924

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
000176 BELSON COMPANY	133237	0	2024 10	INV	P			MSB - LINERS	
000881 MIDLAND PAPER	133325	0	2024 10	INV	P			Shop supplies	
001003 NORTHSIDE HARDWARE,	133314	0	2024 10	INV	P			Shop supplies	
001194 SAFETY-KLEEN	133338	0	2024 10	INV	P			Shop supplies	
001655 AUTOMOTIVE SUPPLY CO	132212	0	2024 10	INV	P			Shop supplies	
001655 AUTOMOTIVE SUPPLY CO	132213	0	2024 10	INV	P			Shop supplies	
001655 AUTOMOTIVE SUPPLY CO	132214	0	2024 10	INV	P			Tools and supplies	
001655 AUTOMOTIVE SUPPLY CO	133364	0	2024 10	INV	P			Shop supplies	
001655 AUTOMOTIVE SUPPLY CO	133366	0	2024 10	INV	P			Parts, shop supplie	
001655 AUTOMOTIVE SUPPLY CO	133367	0	2024 10	INV	P			Parts and shop supp	
									926.04
002052 SPEEDY METALS, LLC	133673	0	2024 10	INV	P			Shop supplies	
								ACCOUNT TOTAL	4,991.70
58072000 630902								Tools & Instruments	
001261 SNAP-ON INDUSTRIAL	133883	0	2024 10	INV	P			Tools	
001655 AUTOMOTIVE SUPPLY CO	132214	0	2024 10	INV	P			Tools and supplies	
001655 AUTOMOTIVE SUPPLY CO	133366	0	2024 10	INV	P			Parts, shop supplie	
									259.25
								ACCOUNT TOTAL	1,033.86
58072000 632200								Gas Purchases	
000763 KWIK TRIP, INC	132222	0	2024 10	INV	P			Staff fuel	
								ACCOUNT TOTAL	216.97
58072000 632601								Repair Parts	
000006 ABC BUS, INC.	132211	0	2024 10	INV	P			Parts	
000006 ABC BUS, INC.	133335	0	2024 10	INV	P			Parts	
									3,238.82
000089 NEW FLYER OF AMERICA	133317	0	2024 10	INV	P			Parts	
000089 NEW FLYER OF AMERICA	133318	0	2024 10	INV	P			Parts	
000089 NEW FLYER OF AMERICA	133319	0	2024 10	INV	P			Parts	
									1,312.80
001595 JX TRUCK CENTER	133357	0	2024 10	INV	P			Parts	
001595 JX TRUCK CENTER	133358	0	2024 10	INV	P			Parts	
001595 JX TRUCK CENTER	133359	0	2024 10	INV	P			Parts	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
001595 JX TRUCK CENTER	133360	0	2024 10	INV	P			Parts	11.22 103024 566907
001595 JX TRUCK CENTER	133361	0	2024 10	INV	P			Parts	14.68 103024 566907
001595 JX TRUCK CENTER	133362	0	2024 10	INV	P			Parts	193.86 103024 566907
									6,662.86
001655 AUTOMOTIVE SUPPLY CO	132215	0	2024 10	INV	P			Parts	10.02 100924 566580
001655 AUTOMOTIVE SUPPLY CO	133365	0	2024 10	INV	P			Parts	8.81 103024 566863
001655 AUTOMOTIVE SUPPLY CO	133366	0	2024 10	INV	P			Parts, shop supplie	5.44 103024 566863
001655 AUTOMOTIVE SUPPLY CO	133367	0	2024 10	INV	P			Parts and shop supp	2,105.42 103024 566863
									2,129.69
ACCOUNT TOTAL									13,344.17
58072000 641700									
000443 FABICK CAT	133333	0	2024 10	INV	P			Vehicle Repairs & Maint	3,864.04 103024 566885
ACCOUNT TOTAL									3,864.04
58072000 641800									
003291 ENERGITECH SERVICES,	133336	0	2024 10	INV	P			Equip Repairs & Maint	772.50 110624 566988
003291 ENERGITECH SERVICES,	133337	0	2024 10	INV	P			Equipment repair	185.00 110624 566988
									957.50
ACCOUNT TOTAL									957.50
58072000 643000									
001588 THEDACARE, INC.	133312	0	2024 10	INV	P			Health Services	85.00 103024 566943
ACCOUNT TOTAL									85.00
ORG 58072000 TOTAL									24,493.24
58073000									
58073000 632508								VT 5307 Building Maintenance	
001003 NORTHSIDE HARDWARE,	132235	0	2024 10	INV	P			Ice Control Materials	8,174.00 100924 566626
001003 NORTHSIDE HARDWARE,	133315	0	2024 10	INV	P			Ice melt	847.61 103024 566925
									9,021.61
ACCOUNT TOTAL									9,021.61
58073000 641600									
000758 KUETTEL'S SEPTIC SER	133363	0	2024 10	INV	P			Build Repairs & Maint	425.00 103024 566910
002085 MI-TECH SERVICES, IN	133321	0	2024 10	INV	P			Fiber relocation	2,328.55 103024 566915
ACCOUNT TOTAL									2,753.55
58073000 659900								other Contracts/Obligation	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION
002401	CLEAN POWER, LLC	132173		0	2024 10	INV	P	573.22 100224	566484	October 2024 Janito
ACCOUNT TOTAL								573.22		
58073000	680300					Buildings				
001021	WESTWOOD PROFESSIONA	133309		0	2024 10	INV	P	1,192.50 103024	566962	Professional servic
001021	WESTWOOD PROFESSIONA	133310		0	2024 10	INV	P	268.00 103024	566962	Professional servic
								1,460.50		
ACCOUNT TOTAL								1,460.50		
58073000	680300 1800					Buildings				
001283	STAFFORD ROSENBAUM,	133807		230132	2024 10	INV	P	372.00 103024	566940	Transit Center Mult
003239	IMEG	133326		0	2024 10	INV	P	1,097.48 103024	566904	Professional servic
003239	IMEG	133327		0	2024 10	INV	P	989.87 103024	566904	Professional servic
								2,087.35		
ACCOUNT TOTAL								2,459.35		
ORG 58073000 TOTAL								16,268.23		
58074000						VT 5307 Operations				
58074000	620100					Training/Conferences				
001611	FOX VALLEY TECHNICAL	133330		0	2024 10	INV	P	150.00 103024	566890	CDL testing
001611	FOX VALLEY TECHNICAL	133331		0	2024 10	INV	P	150.00 103024	566891	CDL testing
								300.00		
ACCOUNT TOTAL								300.00		
58074000	632101					Uniforms				
001396	UNIFIRST CORPORATION	132224		0	2024 10	INV	P	18.48 100924	566654	Uniforms
001396	UNIFIRST CORPORATION	132225		0	2024 10	INV	P	55.44 100924	566654	Uniforms
								73.92		
ACCOUNT TOTAL								73.92		
58074000	632200					Gas Purchases				
001608	GARROW OIL CORPORATI	132254		240756	2024 10	INV	P	17,740.12 100924	566601	#2 Ultra Low sulfur
001608	GARROW OIL CORPORATI	133328		0	2024 10	INV	P	18,527.47 103024	566894	#2 Clear Diesel fue
								36,267.59		
ACCOUNT TOTAL								36,267.59		
58074000	632602					Tires				
001926	GOODYEAR TIRE AND RU	133329		0	2024 10	INV	P	616.85 103024	566895	September miles

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK RUN	CHECK	DESCRIPTION	
001996 MATTHEWS TIRE, INC.	132210	0	2024 10	INV	P	168.00 100924	566617	Tire repair	
003165 BRIDGESTONE	133754	230542	2024 10	INV	P	1,505.69 103024	566868	Tire program	
				ACCOUNT TOTAL		2,290.54			
58074000 632700				Miscellaneous Equipment					
000362 DELL MARKETING L.P.	132465	0	2024 10	INV	P	28,081.68 100924	566592	Docking Stations/Co	
				ACCOUNT TOTAL		28,081.68			
58074000 640800				Contractor Fees					
002229 STAR PROTECTION AND	132226	0	2024 10	INV	P	6,953.50 100924	566642	Transit Center secu	
002401 CLEAN POWER, LLC	132207	0	2024 10	INV	P	3,250.10 100924	566589	Level 1 Bus cleanin	
				ACCOUNT TOTAL		10,203.60			
58074000 643000				Health Services					
001588 THEDACARE, INC.	132223	0	2024 10	INV	P	105.00 100924	566651	DOT Physicals	
001588 THEDACARE, INC.	133311	0	2024 10	INV	P	105.00 103024	566942	DOT Physical	
						210.00			
				ACCOUNT TOTAL		210.00			
				ORG 58074000 TOTAL		77,427.33			
58075000				VT 5307 ADA Paratransit					
58075000 423000				Miscellaneous Local Govt Aids					
001579 WINNEBAGO COUNTY	133726	0	2024 10	INV	P	31,636.00 110624	567070	Win County 3rd quar	
001596 OUTAGAMIE COUNTY	133725	0	2024 10	INV	P	91,244.00 110624	567021	Out County 3rd quar	
001621 CALUMET COUNTY	133727	0	2024 10	INV	P	6,238.00 110624	566980	Cal County 3rd quar	
				ACCOUNT TOTAL		129,118.00			
58075000 640800				Contractor Fees					
001186 RUNNING, INC.	134518	0	2024 10	INV	P	115,414.00 111324	567139	October VTII, Elder	
				ACCOUNT TOTAL		115,414.00			
				ORG 58075000 TOTAL		244,532.00			
58076000				VT 5307 Ancillary Paratransit					
58076000 640800 1806				Contractor Fees					
001186 RUNNING, INC.	134518	0	2024 10	INV	P	5,676.00 111324	567139	October VTII, Elder	
				ACCOUNT TOTAL		5,676.00			
58076000 640800 1807				Contractor Fees					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/10								
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION	
001186 RUNNING, INC.	134518	0	2024 10	INV P	275.50 111324	567139	October VTII, Elder	
			ACCOUNT TOTAL		275.50			
58076000 640800 1809 001186 RUNNING, INC.	134521	0	2024 10	INV P	37,818.58 111324	567139	October Rural servi	
			ACCOUNT TOTAL		37,818.58			
58076000 640800 1813 001186 RUNNING, INC.	134520	0	2024 10	INV P	4,807.33 111324	567139	October NWDAR servi	
			ACCOUNT TOTAL		4,807.33			
58076000 640800 1818 001621 CALUMET COUNTY	134522	0	2024 10	INV P	2,220.36 111324	567088	October CC Van serv	
			ACCOUNT TOTAL		2,220.36			
58076000 640800 1822 001186 RUNNING, INC.	134519	0	2024 10	INV P	77,072.00 111324	567139	October Connector s	
			ACCOUNT TOTAL		77,072.00			
58076000 659900 001600 LUTHERAN SOCIAL SERV 132234		0	2024 10	INV P	11,578.00 100924	566615	2024 2nd Qtr MM & v	
			ACCOUNT TOTAL		11,578.00			
			ORG 58076000 TOTAL		139,447.77			
FUND 580 Valley Transit			TOTAL:		877,500.95			

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

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

Outagamie County, a Wisconsin municipal corporation, doing business at 320 South Walnut Street, Appleton, Wisconsin 54911 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

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

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

WHEREAS, the County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and County to have the City, via Valley Transit assume the responsibility for the payment of all 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 is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

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

III. THE AGREEMENT

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

1. Cost Sharing Arrangements.

A. ADA Service

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie 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 38% of such trips occur in the 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, 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:

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

In 2025, Valley Transit estimates 100,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$25.50 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore the County's estimated funding requirement will be:

\$969,000	Costs (38,000 rides at \$25.50 per ride)
\$167,412	38% of admin charges
(\$329,559)	Federal Share
(\$329,559)	State Share
<u>(\$152,000)</u>	Fares (38,000 rides at \$4.00 per ride)
\$325,294	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2025. 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 2025 the parties agree that the County's liability for ADA urban paratransit services will be capped at \$350,000 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:

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

The contract costs for elderly rides will be \$25.50; Sunday service will be \$25.50. In 2025, Valley Transit estimates 2,850 Outagamie County elderly trips and 500 Outagamie County Sunday trips with estimated costs as follows:

\$72,675	Elderly Costs (2,850 x \$25.50)
(\$21,076)	Federal Share
(\$21,076)	State Share
(\$11,400)	Fares (2,850 x \$4.00/ride)
<u>\$14,051</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$33,174	Estimated funding

\$11,475	Sunday Costs (450 x \$25.50)
(\$3,328)	Federal Share
(\$3,328)	State Share
(\$4,950)	Fares (450 x \$11.00/ride)
<u>\$2,219</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$2,088	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2025. 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:

$$\begin{aligned}
 &+ \text{Cost of Service} \\
 &- \text{Federal Share} \\
 &- \text{State Share} \\
 &+ \text{Local Administrative Charge} \\
 &= \text{Outagamie County's Estimated Rural Service Requirement}
 \end{aligned}$$

In 2025, Valley Transit estimates 12,000 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 462,600	Costs (12,000 rides x \$38.55)
(\$102,765)	Federal Share
(\$102,765)	State Share
(\$72,000)	Fares (12,000 x \$6.00/ride)
<u>\$ 46,260</u>	Administrative charge
\$231,330	Estimated funding

- 2 **Method of Payment.** The 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 the 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.

The 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 the 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 the 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 (with the additional hour for medical rides only). These hours may be changed at the discretion of the County.
- ADA Service.* Service to people with disabilities will be provided Monday through Saturday in compliance with the Americans with Disabilities Act.
- 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 ADA paratransit and elderly service and 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 the 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, 2025 through December 31, 2025.

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 the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the 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 the 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, 2025, 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 2025. Fares for the rural transportation will be established by the 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

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 the County or the City 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 the County in its budgetary process in the option years of this Agreement and upon the City 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.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed the date of last signature below.

CITY OF APPLETON

By: _____
JACOB A. WOODFORD, MAYOR
DATE: _____

By: _____
KAMI LYNCH, CITY CLERK
DATE: _____

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

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

OUTAGAMIE COUNTY

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

By: _____
JOHN RATHMAN, DIRECTOR,
DEPARTMENT OF HEALTH & HUMAN SERVICES

APPROVED AS TO FORM:

DAWN T. SHAHA, CORPORATION COUNSEL

CL: A22-0939.AKA.DG

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

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

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

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

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

III. THE AGREEMENT

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

1. Cost Sharing Arrangements.

A. ADA Service

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie 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 14% 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, 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:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (14\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

in 2025, Valley Transit estimates 100,000 ADA rides of which it is estimated that 14% will originate in Winnebago County. The base contract cost per ride is estimated to average \$25.50 with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirement will be:

\$357,000	Costs (14,000 rides at \$25.50 per ride)
\$61,678	14% of admin charges
(\$121,417)	Federal Share
(\$121,417)	State Share
<u>(\$56,000)</u>	Fares (14,000 rides at \$4.00 per ride)
\$119,844	Estimated funding

The County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2025. 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 County service shall also be applied in this formula. For 2025 the parties agree that the 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:

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

The basic contract cost for Sunday service (including fuel) is estimated to be \$25.50 per ride. In 2025, Valley Transit estimates 35 Winnebago County Sunday trips with estimated costs as follows:

\$893	Sunday Costs (35 x \$25.50)
(\$259)	Federal Share
(\$259)	State Share
(\$385)	Fares (35 x \$11.00/ride)
<u>\$ 173</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 163	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2025. 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*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These 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
 - State Share
+ Administrative charge
 = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2025's Heritage program is:

\$ 9,285	Costs (500 x \$18.57)
(\$2,063)	Federal Share
(\$2,063)	State Share
(\$1,750)	Fares (500 x \$3.50/ride)
<u>\$ 929</u>	Administrative charge
\$ 4,338	Estimated funding

2. **Method of Payment.** The 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 the County on a quarterly basis.

The 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 Saturday in compliance with the Americans with Disabilities Act.

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 ADA paratransit and elderly service 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 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, 2025, through December 31, 2025.
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 the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the 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 the 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, 2025, 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 2025.
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 the County or the City 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 the County in its budgetary process in the option years of this Agreement and upon the City 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.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

CITY OF APPLETON

BY: _____
JACOB A. 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:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
JONATHAN DOEMEL, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

CL: 22-0939AKA.DG

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 (“City”).

Calumet County, a Wisconsin municipal corporation, doing business at 206 Court Street, Chilton, Wisconsin 53014 (“County”).

Together, the municipalities may be jointly referred to as “the Parties”.

II. THE RECITALS

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

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

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

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

III. THE AGREEMENT

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

1. Cost Sharing Arrangements.

A. ADA and Sunday Service

The County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the County portion of Valley Transit’s ADA service area (all of the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that 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, 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:

Calumet County Rides x Contract Cost
+ Administrative Charges (3%)

- Federal Share
- State Share
- Farebox Revenues
- = Calumet County's Estimated ADA Funding Requirement

In 2025, Valley Transit estimates 100,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$25.50 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirements will be:

\$76,500	Costs (3,000 rides at \$25.50 per ride)
\$13,217	Administrative charges (3%)
(\$26,018)	Federal Share
(\$26,018)	State Share
<u>\$ (\$12,000)</u>	Fares (3,000 rides at \$4.00 per ride)
\$25,681	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2025. 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 the 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
- + Local Surcharge (1/3 of Federal plus 1/3 State Share)
- = Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$25.50; Sunday service will be \$25.50. In 2025, Valley Transit estimates 150 Calumet County elderly trips and 15 Sunday trips with estimated costs as follows:

\$3,825	Elderly Costs (150 x \$25.50)
(\$1,109)	Federal Share
(\$1,109)	State Share
(\$600)	Fares (150 x \$4.00/ride)
<u>\$ 740</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,747	Estimated funding

\$383	Sunday Costs (15 x \$25.50)
(\$111)	Federal Share
(\$111)	State Share
(\$165)	Fares (15 x \$11.00/ride)
<u>\$ 74</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 70	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2025. 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 the 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 the 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 2025 the cost estimate is as follows:

\$ 37,620	Costs
(10,910)	Federal Share
(10,910)	State Share
(18,700)	Fares
<u>\$ 10,910</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 8,010	Estimated funding

2. **Method of Payment.** The 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 the County on a quarterly basis.

The 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 Saturday in compliance with the Americans with Disabilities Act.

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 ADA paratransit and elderly service 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 aged 60 and over who are not eligible for ADA services), although the 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 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, 2025, through December 31, 2025.

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 the 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, 2025, 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 2025.
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 the County or the City 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 the County in its budgetary process in the option years of this Agreement and upon the City's 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.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

CITY OF APPLETON

BY: _____
JACOB A. 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:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

CALUMET COUNTY

BY: _____
TODD M. ROMENESKO, ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A22-0939AKA.DG

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE CITY OF NEENAH
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

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

WHEREAS, the City of Neenah operates 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

WHEREAS, the City of Appleton and the City of Neenah wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton and the City of Neenah 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:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= City of Neenah Estimated Contribution

Valley Transit and the City of Neenah estimate that there will be 5,000 rides in 2025. Cost estimates are as follows:

Cost for Dial-A-Ride (5,000 X \$18.57)	\$92,850
Federal Share	(20,628)
State Share	(20,628)
Fares (5,000 X \$3.50)	(17,500)
Administrative Charge	<u>9,285</u>
The City of Neenah Estimated Contribution*	\$43,379

Actual costs will be based on actual ridership, federal share, state share, and fares in 2025.

*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 to Valley Transit. Valley Transit will invoice the City of Neenah for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2025. 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 and the City of Neenah 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 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 City of Appleton and the City of Neenah 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 City of Appleton and the City of Neenah 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 City of Appleton and the City of Neenah 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.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2024.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE VILLAGE OF FOX CROSSING,
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

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

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

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

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton 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:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= Village of Fox Crossing Estimated Contribution

Valley Transit and the Village of Fox Crossing estimate that there will be 1,000 rides in 2025. Cost estimates are as follows:

Cost for Dial-A-Ride (1,000 X \$18.57)	\$18,570
Federal Share	(4,127)
State Share	(4,127)
Fares (1,000 X \$3.50)	(3,500)
Administrative Charge	<u>1,857</u>
The Village of Fox Crossing Estimated Contribution*	\$8,673

Actual costs will be based on actual ridership, federal share, state share, and fares in 2025.

*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 Village of Fox Crossing to Valley Transit. Valley Transit will invoice the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2025. 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 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 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 City of Appleton 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 City of Appleton 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 City of Appleton 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.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2024.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF APPLETON

BY: _____
JACOB A. 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:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

DAVID C. RASHID, CITY ATTORNEY

VILLAGE OF FOX CROSSING

BY: _____
DALE YOUNGQUIST, VILLAGE PRESIDENT

DATE

BY: _____
DARLA M. FINK, VILLAGE CLERK

DATE

APPROVED AS TO FORM:

ANDY ROSSMEISSI, VILLAGE ATTORNEY
CL: A22-0939AKA

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2024

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2024 Amended Budget	2024 % of Total Budget
REVENUES						
Bus Fare Revenue	39,740	71,395	515,510	575,231	858,843	60.02%
Paratransit Fare Revenue	33,957	37,567	327,685	355,878	655,230	50.01%
Total Fare Revenue	73,697	108,962	843,195	931,109	1,514,073	55.69%
Other Charges for Service	1,845	4,873	38,003	65,058	65,000	58.47%
Other Revenues	4,173	345	16,140	12,612	8,000	201.75%
TOTAL REVENUES	79,715	114,180	897,338	1,008,779	1,587,073	56.54%
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	205,335	219,023	2,282,578	2,316,651	3,561,580	64.09%
Overtime	19,516	36,728	466,371	299,619	80,077	582.40%
Incentive Pay	-	-	1,480	-	1,335	110.86%
Other Compensation	-	-	1,832	1,954	-	0.00%
Fringes	82,413	91,461	861,400	919,786	1,520,881	56.64%
Unemployment Compensation	-	-	(38,887)	-	-	0.00%
Salaries & Fringe Benefits	307,264	347,212	3,574,774	3,538,010	5,163,873	69.23%
Training & Conferences	1,819	924	23,144	15,725	25,000	92.58%
Employee Recruitment	-	1,384	4,198	9,181	7,280	57.66%
Office Supplies & Parking permits	626	1,585	6,521	7,380	5,400	120.76%
Subscriptions	196	178	956	1,282	1,020	93.73%
Memberships & Licenses	-	-	22,049	13,244	18,000	122.49%
Postage & Freight	3	5	2,539	2,979	3,700	68.62%
Awards & Recognition	-	34	943	225	930	101.40%
Food & Provisions	-	1,265	272	2,098	1,240	21.94%
Insurance	11,468	11,439	307,975	293,079	287,036	101.57%
Insurance dividend & return of surplus	-	-	(16,426)	(27,981)	-	-
Depreciation Expense	118,656	107,647	1,186,562	1,076,465	1,423,874	83.33%
Administrative Expenses	132,768	124,461	1,538,733	1,393,677	1,773,480	86.76%
Landscape Supplies	-	-	470	853	1,500	31.33%
Shop Supplies & Tools (& misc)	6,242	632	41,031	26,856	55,450	74.00%
Printing & Reproduction	2,894	4,392	12,859	22,919	27,910	46.07%
Uniforms	74	117	4,444	2,900	9,290	47.84%
Gas Purchases	36,485	45,572	331,148	406,493	752,750	43.99%
Safety Supplies	-	87	1,222	745	500	244.40%
Vehicle & Equipment Parts	15,635	46,048	216,110	304,743	322,300	67.05%
Miscellaneous Equipment	38,612	-	62,237	10,056	25,100	247.96%
Signs	300	3,585	3,572	8,895	12,000	29.77%
Supplies & Materials	100,242	100,433	673,093	784,460	1,206,800	55.78%
Accounting/Audit	-	-	14,863	-	15,000	99.09%
Bank Services	330	244	2,873	3,379	6,680	43.01%
Solid Waste/Recycling	-	360	3,321	3,412	5,753	57.73%
Contractor Fees	268,061	186,674	2,107,584	1,817,951	3,665,210	57.50%
Advertising	10,591	8,197	82,574	64,905	50,309	164.13%
Health Services	380	2,273	10,186	10,936	9,200	110.72%
Snow Removal Services	9,022	-	48,201	50,543	56,008	86.06%
Laundry Services	-	1,354	7,843	7,661	15,340	51.13%
Other Contracts/Obligations	12,151	12,888	30,091	38,342	111,190	27.06%
Purchased Services	300,535	211,990	2,307,536	1,997,129	3,934,690	58.65%

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2024

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2024 Amended Budget	2024 % of Total Budget
Electric	12,010	6,338	49,049	40,295	56,732	86.46%
Gas	287	96	12,561	17,228	23,920	52.51%
Water	-	-	6,195	6,176	7,850	78.92%
Sewer	-	-	3,500	3,308	4,451	78.63%
Stormwater	-	-	8,606	7,908	10,000	86.06%
Telephone & Data plans	106	4,088	17,122	19,128	29,156	58.73%
Utilities	12,403	10,522	97,033	94,043	132,109	73.45%
Building/Grounds Repair & Maintenance	2,920	425	4,078	3,141	-	0.00%
Vehicle Repair & Maintenance	3,864	-	19,738	20,518	10,050	196.40%
Equipment Repair & Maintenance	958	957	16,295	8,608	9,650	168.86%
FMD Charges & Material	9,635	-	88,436	92,274	137,933	64.12%
Software Support	54	11,064	158,400	126,062	143,361	110.49%
Repairs & Maintenance	17,431	12,446	286,947	250,603	300,994	95.33%
Total Operating Expenses	870,643	807,064	8,478,116	8,057,922	12,511,946	67.76%
OPERATING INCOME (LOSS)	(790,928)	(692,884)	(7,580,778)	(7,049,143)	(10,924,873)	
NON-OPERATING REVENUES						
Federal Support	-	1,373,997	5,581,566	3,367,958	4,481,895	124.54%
State Support	-	-	3,067,203	2,770,400	3,259,155	94.11%
Appleton Support	331,561	324,680	3,315,610	2,183,304	749,774	442.21%
Other Local Support	133,478	123,111	2,393,088	2,389,951	2,056,647	116.36%
Investment Income	-	-	56,721	85,036	12,500	453.77%
Donations	-	4,167	29,391	51,823	66,326	44.31%
TOTAL NON-OPERATING REVENUE	465,039	1,825,955	14,443,579	10,848,472	10,626,297	135.92%
Land	-	-	-	-	175,000	0.00%
Buildings	7,268	279,170	4,180,213	680,123	7,500,000	55.74%
Machinery & Equipment	-	106,973	-	474,535	400,000	0.00%
Furniture & Fixtures	-	-	131,388	-	722,454	18.19%
Vehicles	-	-	-	-	-	0.00%
Capital Expenditures	7,268	386,143	4,311,601	1,154,658	8,797,454	0.00%

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2024

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2024 Amended Budget	2024 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	117,198	96,569	942,651	908,154	2,142,500	44.00%
VTII - Elderly	6,732	4,534	43,931	39,095	64,275	68.35%
PT - Optional (Sunday)	485	411	3,341	3,299	17,140	19.49%
Outagamie County Demand Response Rural	38,821	33,808	326,717	300,729	385,500	84.75%
Outagamie County Human Services Transportation	-	-	-	119	9,820	0.00%
Neenah Dial - A - Ride	5,924	4,427	40,364	46,606	192,423	20.98%
Calumet County Van Service	5,118	2,497	36,426	24,001	28,800	126.48%
Connector	80,424	29,098	453,888	288,040	553,625	81.98%
Downtown Trolley	-	-	45,123	47,238	40,800	110.60%
Total Purchased Transportation	254,702	171,344	1,892,441	1,657,281	3,434,883	55.09%

Total Monthly Passengers

55,353

↘ -8% 60,211
change prev. year

Total YTD Passengers

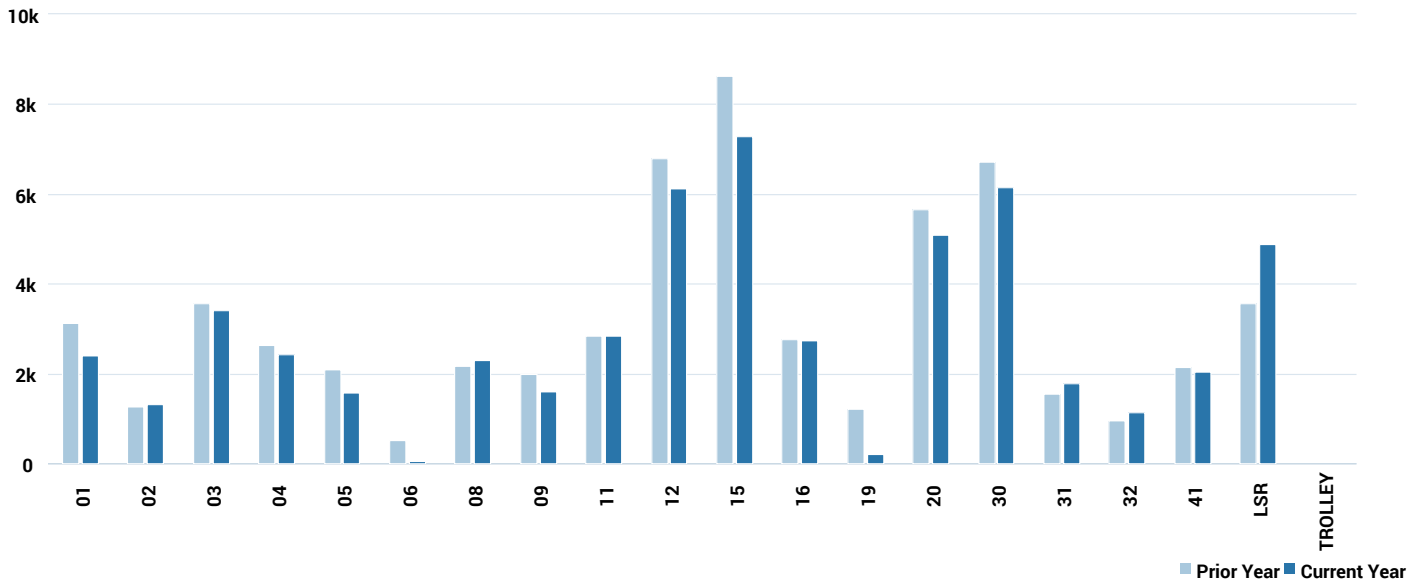
537,456

↘ -6% 569,433
change prev. year

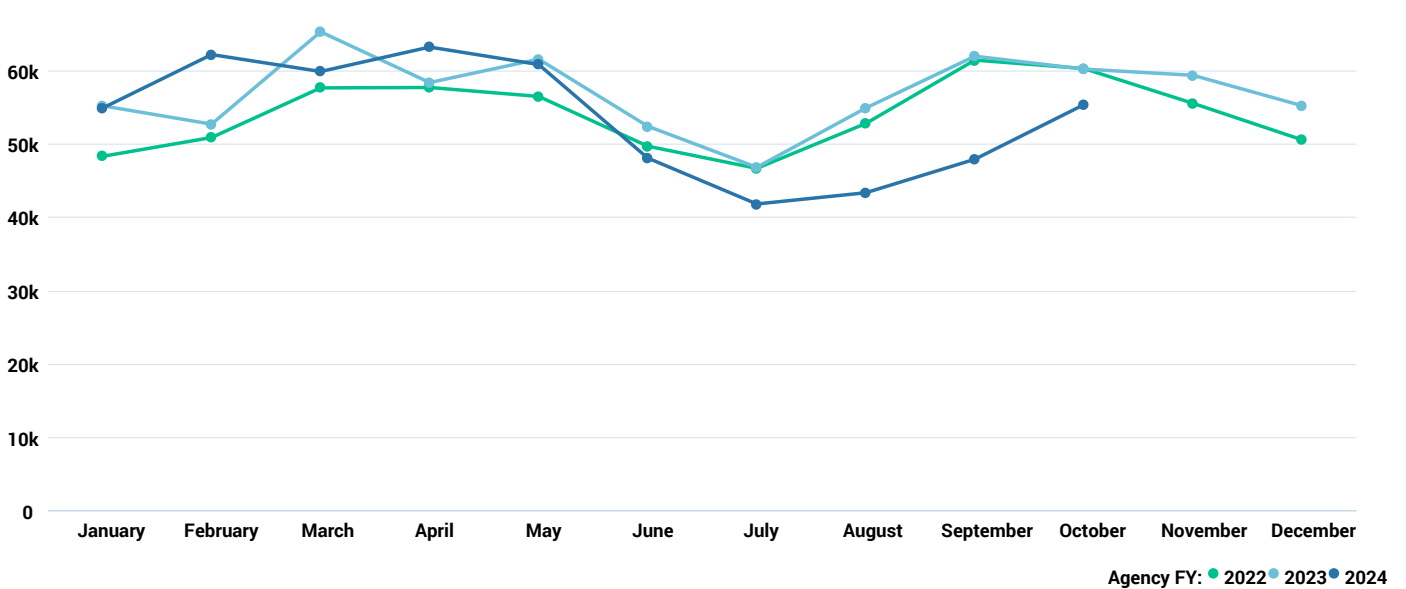
Monthly Fare Group Trend

Fare Group Desc	Prior Year	Current ▼	% Change
Passes & Tickets	25,949	21,773	-16.1%
AASD	10,548	11,334	7.5%
Cash	8,874	8,254	-7.0%
Transfers	7,870	7,907	0.5%
FVTC	4,537	3,692	-18.6%
Free	1,131	1,387	22.6%
Lawrence University	1,302	1,006	-22.7%

Ridership by Route



Monthly Ridership Trend by Year



Total Monthly Passengers

8,877

↗ 5% 8,477
change prev. year

Total YTD Passengers

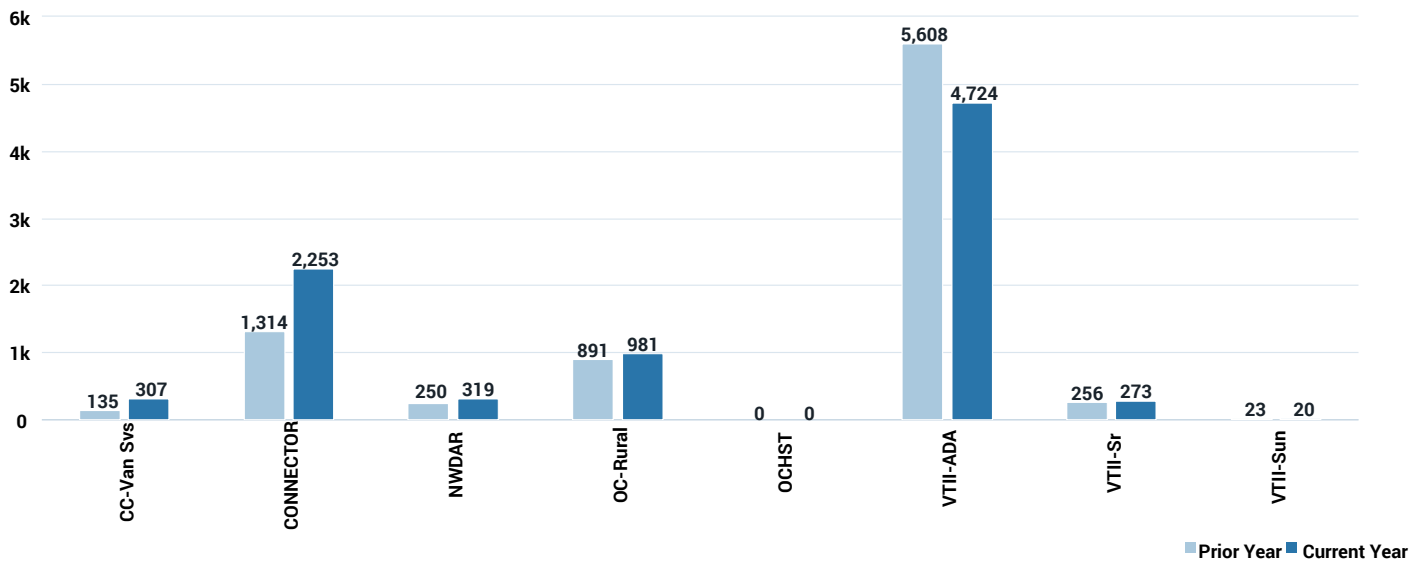
76,543

↘ -2% 77,771
change prev. year

Monthly Ridership by Program Trend

Reporting Route	Prior Year	Current Year ▼	% Change
VTII-ADA	5,608	4,724	-15.76%
CONNECTOR	1,314	2,253	71.46%
OC-Rural	891	981	10.10%
NWDAR	250	319	27.60%
CC-Van Svs	135	307	127.41%
VTII-Sr	256	273	6.64%
VTII-Sun	23	20	-13.04%
OCHST	0	0	-

Monthly Ridership by Program



Monthly Ridership Trend by Year

