

AGENDA

FINANCE AND PERSONNEL COMMITTEE
MONONA PUBLIC LIBRARY, MUNICIPAL ROOM
1000 NICHOLS ROAD
MONDAY, NOVEMBER 7, 2016
7:00 P.M.

1. Call to Order.
2. Roll Call.
3. Approval of Minutes from October 17, 2016.
4. Appearances.
5. Unfinished Business. (None)
6. New Business.
 - A. Consideration of Resolution 16-11-2130 Approval to Fund a High Deductible Health Plan Option.
 - B. Consideration of Resolution 16-11-2132 Approving a Five-Year Contract with First Student, Inc. for City Transit Services.
 - C. Consideration of Resolution 16-11-2131 Adopting the 2017 Operating Budget and Establishing a Tax Levy.
7. Acceptance of General Fund Accounts Payable Checks Dated October 14–November 3, 2016.(Documentation of invoices paid is available in the City Clerk’s office.)
8. Adjournment.

NOTE: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number), FAX: (608) 222-9225, or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

FINANCE AND PERSONNEL COMMITTEE MINUTES

October 17, 2016

The regular meeting of the Finance and Personnel Committee for the City of Monona was called to order by Mayor Miller at 6:34 p.m.

Present: Mayor Robert Miller and Alderpersons Doug Wood and Jim Busse

Also Present: City Administrator April Little, Finance Director Marc Houtakker, Operations Lieutenant Curt Wiegel, Public Works Director Dan Stephany, Library Director Erick Plumb, City Planner/Economic Development Director Sonja Reichertz, and City Clerk Joan Andrusz

APPROVAL OF MINUTES

A motion by Alder Wood, seconded by Alder Busse to approve the Minutes of the October 3, 2016 Finance & Personnel Committee meeting, was carried.

APPEARANCES

There were no Appearances.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS

Operations Lieutenant Wiegel reported the following is a \$10,000 grant in partnership with the Training Consortium and grant partners. The 25% match offset by payroll. Past grants of this type were reviewed.

A motion by Alder Busse, seconded by Alder Wood to approve Resolution 16-10-2124 Approval of Participation in a Wisconsin Bureau of Transportation Safety Grant Titled: 2017 Capitol Area OWI Task Force, was carried.

Operations Lieutenant Wiegel reported the following is a \$15,000 county-wide grant with a 25% match offset by payroll and benefits.

A motion by Alder Wood, seconded by Alder Busse to approve Resolution 16-10-2125 Approval of Participation in a Wisconsin Bureau of Transportation Safety Grant Titled: Dane Suburban Seatbelt Task Force, was carried.

Public Works Director Stephany reported the following purchase is contingent upon Capital Budget approval. It pre-authorizes the City Administrator to approve payment so the opportunity to purchase used equipment isn't lost. After the purchase it will be reported to this and the Public Works Committees and the City Council.

A motion by Alder Busse, seconded by Alder Wood to approve Resolution 16-10-2126 Authorization for Administrator Purchase Approval of Used Catch Basin Cleaning Truck contingent upon Capital Budget approval. On a roll call vote, all members voted in favor of the motion.

Public Works Director Stephany reported that on September 21 three proposals were received for waste collections which were reviewed by the Public Works Committee on October 5. The Committee

recommended the 7-year contract with Advanced Disposal covering 2017 through 2023. There is a value loss after that number of years. Comparisons with other bids were reviewed. There will be Tuesday and Thursday collections with no fuel surcharge for the life of the contract. The recycling rebate is received monthly. The average total rebate has been \$60,000 per year for 5 years. Expenses were reviewed. There have been no service complaints in the last six months.

Finance Director Houtakker reported the Operating Budget will be distributed in November. This fund will drop \$30,000 as it reduces it to the 2013 rate. Mayor Miller asks which and how many communities use Advanced Disposal. Public Works Director Stephany will provide a list; it is mostly townships and includes Maple Bluff. Mayor Miller reported the City is the only community in the area that receives the recycle rebate due to good negotiations. Public Works Director stated they sell what they collect from residents so the City should get the profits.

A motion by Alder Wood, seconded by Alder Busse to approve Resolution 16-10-2127 Approval of 7-Year Agreement with Advanced Disposal for Automated Curbside Solid Waste and Recycle Collection, was carried.

Library Director Plumb reported the following is an annual request that saves residents from paying this tax. The Library meets all of Dane County's standards. Mayor Miller congratulates him on his new position in Waunakee.

A motion by Alder wood, seconded by Alder Busse to approve Resolution 16-10-2129 Requesting Exemption from County Library Tax, was carried.

City Planner Reichertz reported the following is a 50% matching Façade Improvement grant for \$46,000 in improvements at the dance studio including substantial improvements to the building. The Plan Commission recommends Committee approval of the application. The material under the roof is siding. Alder Busse questioned how much is left in the program. Finance Director Houtakker reported \$140,000 is in TIF 4 for this purpose.

A motion by Alder Wood, seconded by Alder Busse to approve the \$10,000 Grant Award for The Cozy Home, 6328 Monona Drive, from the City's Façade Improvement Program, was carried.

Finance Director Houtakker reviewed recent Accounts Payables and answered member's questions. Mayor Miller reported the Fall Festival was very successful and the petting zoo was wonderful. Alder Busse reported they sold out of concessions and tickets. Mayor Miller asked if the types of street tree replacements are varied. Public Works Director Stephany reported a mix of species is used and are chosen based upon whether there are power lines or not. 40 to 50 are planted each year. There have been 7 hydrants replacements this year. Mayor Miller reported there is space available on the water tower and asks Public Works Director Stephany to do a renter search.

A motion by Alder Busse, seconded by Alder Wood to approve Acceptance of General Fund Accounts Payable Checks Dated September 30 through October 13, 2016, was carried.

ADJOURNMENT

A motion by Alder Busse, seconded by Alder Wood to adjourn, was carried. (6:58 p.m.)

Joan Andrusz
City Clerk

**Resolution No. 16-11-2130
Monona Common Council**

APPROVAL TO FUND A HIGH DEDUCTIBLE HEALTH PLAN OPTION

WHEREAS, the City currently contracts with Physicians Plus Insurance Corporation for employee group health insurance; and,

WHEREAS, City employees can currently choose between a health maintenance organization (HMO) option which charges a lower premium and requires participants to use in-network providers or a point-of-service (POS) option with a higher premium which allows participants to use providers outside of the Physicians Plus network; and,

WHEREAS, staff is recommending adding a third option — a high deductible health plan (HDHP) option with a \$1,500 single / \$3,000 family deductible —with the City funding 75% of each enrolled employee’s single or family deductible in a Health Savings Plan (HSA); and,

WHEREAS, even when funding 75% of the employee deductible, the City will see a cost savings of 4–8% in premiums over the HMO option, thereby decreasing the City’s operating budget for each employee who enrolls; and,

WHEREAS, despite paying a portion of the deductible, employees may still save money on their annual health care costs with the HDHP, especially those who currently pay a lot in office visit and prescription drug copays; and,

WHEREAS, a high deductible health plan option will give the City more options in designing future health plan options in the currently unpredictable healthcare marketplace.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Monona, Dane County, Wisconsin, hereby authorizes the funding of 75% of the single or family deductible for employees who enroll in the Physicians Plus \$1500/\$3000 high deductible health plan. The deductible will be paid in two annual installments, half in January and half in July of the calendar year.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Finance & Personnel Committee _____

Council Action:

Date Introduced: 11/7/16

Date Approved: _____

Date Disapproved: _____

City Costs 2017 Health Insurance Premiums

FAMILY COVERAGE			
	Annual premium per employee	Annual premium per employee with deductible funded at 75%	
HMO Copay	15,709.79	15,709.79	n/a
POS Copay	18,013.86	18,013.86	n/a
HDHP \$1500/ \$3000	12,254.76	14,504.76	← recommended option
HDHP \$2600/ \$5200	10,784.12	14,684.12	

SINGLE COVERAGE			
	Annual premium per employee	Annual premium per employee with deductible funded at 75%	
HMO Copay	6,136.13	6,136.13	n/a
POS Copay	7,036.74	7,036.74	n/a
HDHP \$1500 /\$3000	4,786.67	5,911.67	← recommended option
HDHP \$2600 /\$5200	4,212.22	6,162.22	

*City cost = 90% of total premium

Employee with Family Coverage
 Example of Annual Health Care Expenses

EMPLOYEE COST		
	HMO	HDHP \$3000
8 clinic visits @ \$185 each	\$80.00 (\$10 office visit copay x 8)	\$1,480.00 (\$185 x 8 visits) -- paid up to deductible
2 generic drugs per month; retail price \$40 each	\$240.00 (\$10 copay x 2 x 12 months)	\$960.00 (\$40 x 2 x 12 months) -- paid up to deductible
1 brand-name drug per month; retail price \$200	\$600.00 (\$50 copay x 12 months)	\$2,400.00 (\$200 x 12 months) -- paid up to deductible
Premium share	\$1,745.53 (10% of annual premium @ \$1,454.61/month)	\$1,361.64 (10% of annual premium @ \$1,134.70/month)
Deductible	\$0.00 (no deductible with this plan)	\$750.00 (25% share of \$3,000 deductible)
	\$2,665.53	\$2,111.64

↓
 \$553.89 savings over HMO

CITY COST		
	HMO	HDHP \$3000
Premium share	90% of annual premium @ \$1,454.61/month	90% of annual premium @ \$1,134.70/month
Deductible	No deductible	75% of \$3,000 annual deductible
	\$15,709.79	\$14,504.76

↓
 \$1,205.03 savings over HMO

**Resolution No. 16-11-2132
Monona Common Council**

**APPROVING A FIVE-YEAR CONTRACT WITH FIRST STUDENT, INC. FOR
CITY TRANSIT SERVICES**

WHEREAS, the contract with First Student, Inc. for City transit services expires on December 31, 2016; and,

WHEREAS, the Mass Transit Commission solicited, received, and reviewed three (3) proposals for transit services and recommended that a new, five-year contract be awarded to First Student; and,

WHEREAS, the City Council, at its meeting on October 17, 2016 accepted the proposal from First Student, Inc. and authorized that a five-year contract be prepared.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin that the attached contract with First Student, Inc. for transit services in the City of Monona is hereby approved.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

Joan Andrusz
City Clerk

Council Action:

Date Introduced: 11-7-16

Date Approved: _____

Date Disapproved: _____

TRANSIT AGREEMENT

Between the City of Monona and First Student, Inc.
2017 - 2021

THIS AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into as of the last date of signature below, by and between the City of Monona, a municipal corporation, whose principal address is 5211 Schluter Road, Monona, Wisconsin 53716 (hereinafter referred to as the "CITY") and First Student, Inc., a Delaware corporation, whose local place of business is located at 4605 Pflaum Road, Madison, WI 53718 (hereinafter referred to as "FIRST STUDENT").

WHEREAS, the CITY is in need of a contractor to provide transit services upon expiration of its current transit agreement with FIRST STUDENT on December 31, 2016, and has tendered a request for proposals to provide said services.

WHEREAS, FIRST STUDENT desires to continue to provide said transit services to the CITY after December 31, 2016, responded to the request for proposals and has been determined by the CITY to have submitted the proposal which best serves the interests of the CITY.

WHEREAS, the CITY and FIRST STUDENT desire to enter into this AGREEMENT memorializing the terms of the parties' agreement for FIRST STUDENT to provide such transit services to the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SERVICES.

1.1. SCOPE OF SERVICE. The CITY hereby retains FIRST STUDENT, and FIRST STUDENT hereby accepts such engagement, to provide transit services consisting of (1) the "Monona Express" which provides public transportation service during weekday peak hours, between the CITY and downtown and University areas of the City of Madison, Wisconsin, and (2) the "Monona Lift" which provides a scheduled route equipped with a handicapped accessible vehicle designed to meet the needs of the elderly, disabled, and general public. In addition, elderly/disabled passengers with special needs may pre-arrange individualized rides to and from specific locations by making a reservation in advance.

FIRST STUDENT shall also create and maintain at all times this AGREEMENT is in effect a smart phone application whereby members of the public may utilize ordinary smart cell phones (i.e. Blackberry, iPhone, Droid, etc.) to access a web based system which will provide ridership information, including in real time the approximate location of the vehicles in service at that time in accordance with this AGREEMENT.

FIRST STUDENT shall also create and maintain at all times this AGREEMENT is in effect a website whereby members of the public may access a web based system which will provide ridership information, including in real time the approximate location of the vehicles in service at that time in accordance with this AGREEMENT.

1.2. LEVEL OF SERVICE. FIRST STUDENT shall provide service five days per week, Monday through Friday, except legal holidays, for a total of 255 days each year. For each such service day, FIRST STUDENT shall provide the following revenue hours of services, as defined in section 5.1, below:

Bus 1 - Monona Express only	7.58
Bus 2 - Monona Express and Lift	11.25

The CITY reserves the right to order an increase or decrease in the level of service provided, with thirty (30) days written notice to FIRST STUDENT. Any increase or decrease in additional service required by the CITY will be provided at the revenue hourly rate specified in section 5.1 of this AGREEMENT.

During all days that service is provided FIRST STUDENT shall maintain a telephone number publicized to the public and service customers manned by a FIRST STUDENT employee capable of receiving and responding to service related inquiries and problems until at least 5:00pm.

1.3. SERVICE DESCRIPTION AND REQUIREMENTS. FIRST STUDENT will be responsible for (1) providing buses, insurance, back-up buses, communication equipment, drivers, and road supervision during all hours of service, (2) maintaining the vehicles and support equipment, (3) collecting fares, (4) collecting ridership data, and (5) ensuring service and vehicle compliance with all applicable federal, state and local laws and regulations, including but not limited to, the Americans with Disabilities Act and the Clean Air Act Amendment of 1990. FIRST STUDENT shall promptly report to the City Administrator any perceived violations of any law or regulation, and the procedures planned to correct said violations.

1.4. CHANGES. FIRST STUDENT must confer with the City Administrator or designee before making changes/modifications in vehicles, routing, scheduling, cost of operations, data collection, and other matters which affect the route service. The CITY and FIRST STUDENT shall jointly agree to any changes made to the service before those changes are implemented.

1.5. STATE ASSISTANCE. This AGREEMENT is subject to the applicable terms and conditions of the CITY's financial assistance agreements with the Wisconsin Department of Transportation. FIRST STUDENT shall not knowingly take any action, or fail to take any action, which would jeopardize the CITY's financial assistance under these agreements.

1.6. FORCE MAJEURE. If any default or delay occurs which prevents or materially impairs a party's performance of this AGREEMENT and is due to a cause beyond the party's reasonable control, including but not limited to any act of any god, flood, fire, explosion, earthquake, casualty, accident, war, revolution, civil commotion, blockade or embargo, labor dispute, supply interruption, injunction, law, proclamation, order, regulation or governmental demand, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this AGREEMENT as soon as possible. Neither party shall be liable to the other party for any loss or damage due to such cause. Neither party may terminate this AGREEMENT because of such default or delay.

1.7. NOTIFICATON OF DELAY. FIRST STUDENT shall notify the City Administrator or designee as soon as FIRST STUDENT has, or should have, knowledge that an event has occurred which will delay the initiation of service or timely continuation of the service.

1.8. LIQUIDATED DAMAGES. In the event of delay in the initiation of the services beyond the dates determined between commencement date of this AGREEMENT, or timely continuation of said service throughout the term of this AGREEMENT, which was not subject to the unavoidable delay clause in Section 1.6, the CITY shall assess as liquidated damages \$125.00 per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due to FIRST STUDENT under this AGREEMENT. Vendor delays in the delivery of new vehicles, or DriveCam equipment beyond the control of FIRST STUDENT, if the service is otherwise operated, will not be deemed to constitute a delay in the initiation or continuation of the service.

1.9. OMISSIONS. Notwithstanding the provision of drawings, technical specifications, or other data by the CITY, FIRST STUDENT shall have the responsibility to supply all services and details required to provide the services contemplated in Section 1.1 even though such details may not be specifically mentioned in the drawings, specifications, or other data.

1.10. PERFORMANCE STANDARDS. FIRST STUDENT shall meet or exceed the following performance standards:

Schedule adherence	95% on time
Maintenance quality	4,500 miles/road call
Level of service	5% missed trips
Passenger comfort	100% operative heat/ventilation
Safety	Zero accidents involving the fault of FIRST STUDENT's driver

Failure to attain these standards in any given month will result in a penalty of a 2% reduction in the monthly compensation for each standard not met. Failure to attain one standard for four (4) months in a row or failure to meet all five (5) standards in any one month will be considered a material default by FIRST STUDENT. A "Performance Indicator Datasheet" for each bus will be submitted to the City Administrator at the end of each month.

2.0. VEHICLES.

2.1. GENERAL. FIRST STUDENT shall continue in service the route vehicles identified in Exhibit B, attached hereto. FIRST STUDENT shall also maintain at all times this AGREEMENT is in effect at least one spare vehicle equivalent or better to the route vehicles in service. All vehicles shall be equipped with bike racks and the DriveCam System with capabilities at least as those in such system operated by the vehicles under the predecessor agreement to this AGREEMENT.

If FIRST STUDENT acquires any vehicles after the execution of this AGREEMENT for use in providing the services required herein, those vehicles shall be of new manufacture of equal or greater capacity and quality, equipped with the DriveCam System and accessible to persons with disabilities, including those persons in wheelchairs, as defined by the Americans With Disabilities Act of 1990. All such vehicles shall have a capacity for at least nineteen (19) ambulatory passengers and two (2) wheelchair passengers (i.e. have at least two (2) forward-facing wheelchair tie-downs).

FIRST STUDENT shall provide an adequate number of back-up vehicles of similar capacity and good quality to ensure service interruptions do not exceed 20 minutes during revenue hours of operation. If a bus must be taken out of service because of an inoperable lift, the replacement procedure must follow the guidelines stated in the ADA in Part VI Department of Transportation, 47 CFR Parts 27, 37, and 38.

2.2. COMMUNICATIONS EQUIPMENT. Every vehicle shall have 100% operative radio or telephone communications with a base dispatch center capable of relaying passenger and schedule information, as well as emergency and road condition information.

2.3. HEATING AND AIR-CONDITIONING. Every vehicle shall have a 100% operative heating and air conditioning system and window ventilation.

2.4. FARES AND FAREBOXES. Every bus must have some device for fare collection and recording. FIRST STUDENT will charge fares for this service in accordance with the fare schedule adopted by the CITY, and will accept all forms of payment (cash, tokens, tickets, passes, and transfers) as determined by the CITY. Revenue collected by FIRST STUDENT will be credited against the reimbursements/payments due FIRST STUDENT from the CITY. Revenue collections will be subject to audit by the CITY at such times as the CITY deems appropriate.

FIRST STUDENT will monthly send to the CITY Finance Director a report of the revenue collected, including any farebox readings, cash counts and their reconciliation to the farebox readings, and copies of the bank receipts for the deposits of the passenger revenue collected. This report shall accompany the invoice from FIRST STUDENT to the CITY for services under this AGREEMENT.

2.5. EXCLUSIVE USE OF VEHICLES. Buses used for transportation services under this AGREEMENT will be used exclusively for the transportation services described in this AGREEMENT during contracted revenue hours and days. Notwithstanding Section 2.1, the buses identified in the vehicle inventory as being assigned to the CITY service cannot be substituted with another vehicle, except on a temporary basis not to exceed 20 days, without prior approval from the CITY Administrator or designee.

2.6. VEHICLES AND EQUIPMENT MAINTENANCE AND STORAGE. FIRST STUDENT is responsible for all vehicles and equipment (i.e. radios and lifts), maintenance and storage for all vehicles assigned to provide the transportation service described in this AGREEMENT, and any back-up vehicles and/or equipment. Any long-term vehicle or equipment substitution or maintenance schedule modification required to ensure continuation of the service under this AGREEMENT must be approved by the City Administrator.

3. MARKETING. FIRST STUDENT shall expend \$5,000 each year of this AGREEMENT toward direct marketing of the Monona transit system and the services provided under this AGREEMENT. Said marketing shall be consistent with the marketing performed under the predecessor agreement to this AGREEMENT. FIRST STUDENT's minimum marketing effort shall include at least 500 brochures quarterly, a quarter-page advertisement in the local newspaper each month and 20 posters to improve rider ship each year. All marketing efforts undertaken by FIRST STUDENT, or subsequent changes in those marketing efforts, shall be first approved by the CITY Administrator, or designee, in writing.

4. DRIVER TRAINING AND SUPERVISION.

FIRST STUDENT shall recruit, hire, train, and supervise the drivers who are to operate the service described in this AGREEMENT. Drivers shall be trained in proper and safe vehicle operation (including lifts/ramps if applicable), emergency procedures, techniques for handling persons with disabilities if applicable, and fare collection procedures. Drivers will be required to possess a valid chauffeur’s license or Commercial Driver’s License (CDL) for the Wisconsin Department of Transportation.

The CITY may refuse to permit any driver to operate a bus in the provision of the service described in this AGREEMENT if it determines that the driver is unacceptable for reasons including but not limited to the following:

- A. Being charged with or conviction of a criminal offense.
- B. Operating a bus under the influence or use of alcohol or a controlled substance, either while on or off-duty.
- C. Theft or embezzlement.
- D. Permitting an unauthorized person to perform operating duties.
- E. Conviction of more than two moving violations within 3 years, either while on or off-duty.
- F. Involvement in more than two at fault accidents in any twelve month period.

FIRST STUDENT shall provide to the CITY a listing of all drivers’ names including driver’s license number prior to the commencement date of this AGREEMENT. FIRST STUDENT shall amend such listing promptly upon any anticipated change in drivers. FIRST STUDENT shall notify the CITY of any new drivers to be used in regular service. It is understood that Section 4 of this Agreement grants the CITY the right to refuse any driver assigned to the service.

FIRST STUDENT shall provide driver supervision, including road supervision, during all hours of operation as described in this AGREEMENT. FIRST STUDENT’s representative or designee shall be available for immediate communication with the CITY during all normal business and operating hours in case of emergency.

5. CONSIDERATION.

5.1 COMPENSATION. In consideration of satisfactorily providing the services outlined in SECTION 1 of this AGREEMENT, FIRST STUDENT shall be compensated for the aforementioned services as follows:

<u>YEAR</u>	<u>REVENUE HOUR RATE</u>	<u>SMART PHONE APPLICATION</u>	<u>WEBSITE</u>
2017	\$47.58 per revenue hour	\$1,750 per year	\$1,750 per year
2018	\$48.77 per revenue hour	\$1,750 per year	\$1,750 per year
2019	\$49.99 per revenue hour	\$1,750 per year	\$1,750 per year
2020	\$51.24 per revenue hour	\$1,750 per year	\$1,750 per year
2021	\$52.52 per revenue hour	\$1,750 per year	\$1,750 per year

REVENUE HOUR RATE shall be the amount paid to FIRST STUDENT by the CITY for each REVENUE HOUR of service. A REVENUE HOUR shall be defined as the number of hours, to the

nearest one hundredth of an hour, of transit service provided by FIRST STUDENT under this AGREEMENT, commencing when the vehicle leaves the lot and ending when the vehicle returns to the lot at the end of the day, less any period of time out of service. The hours of service billed shall be the hours of service bid under Section 1.2 (Level of Service). Additional revenue hours performed with the prior authorization of the CITY shall be billed at the above rate for the corresponding year the additional hours are provided.

The hourly rate extended to the MONONA SENIOR CENTER will be the same as the applicable REVENUE HOUR RATE for a given year as set forth above. Service for Monona Senior Center may not be scheduled at a time that would conflict with Express Service operating hours, and is subject to a three hour minimum service period.

5.2. METHOD OF PAYMENT. Payment shall be made monthly equal to the actual hourly charges as noted in section 5.1, less any passenger revenue collected, and less any penalties assessed as provided under this AGREEMENT. Payment will be made only upon submission of an acceptable, dated, written invoice provided by FIRST STUDENT to the City Administrator or her/his designee. The invoice shall include the actual number of hours for each service type and the corresponding rate of pay, and shall identify any other charges and their basis under this AGREEMENT.

5.3. TAX EXEMPTION. The CITY is exempt from the payment of Federal, State, and local taxes. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the use of material or services delivered as a result of this AGREEMENT and which, by terms of the tax law, may be passed directly to the CITY, will be paid by the CITY.

6. ADMINISTRATION AND COMMUNICATIONS.

6.1. GENERAL. The City Administrator or designee will be responsible for the administration of the contract. The CITY Finance Director will be responsible for submitting all and any reports required by the State Department of Transportation relating to the services provided for under this contract.

FIRST STUDENT will make recommendations to the City Administrator and work with the Mass Transit Commission with respect to rate and fare structures, route and service planning, service policies, marketing, and other matters which may result in the improvement of transportation service to the community.

The City Administrator or her/his designee will receive all complaints on the service performed under this AGREEMENT. These complaints will be forwarded to FIRST STUDENT for prompt resolution. FIRST STUDENT will, on a monthly basis, forward to the CITY Administrator a copy and/or report of all complaints which it may have directly received concerning this service and subsequent resolutions.

The CITY will design and produce all maps, signs, schedules and surveys pertaining to the service performed under this contract. FIRST STUDENT shall be responsible for ensuring the schedules are available on all buses at all times. The CITY will be responsible for all promotions and final decisions on service planning. The CITY will also be responsible for budgeting overall transportation services, grant applications, administration, and reporting. FIRST STUDENT will be

responsible for administering all labor matters pertaining to its employees. FIRST STUDENT will be responsible for obtaining licenses as required by the CITY, the State of Wisconsin, and any other licensing jurisdiction over the service to be provided.

6.2. DATA COLLECTION. FIRST STUDENT shall supply quarterly operating and financial reports to the City Administrator or Finance Director as may be required, but at least by the fifteenth of the month following the end of each calendar quarter. These reports will include (1) daily passenger counts by fare and accessibility (if applicable), (2) daily revenue reports, (3) daily revenue hours per bus, (4) daily revenue miles per bus, (5) accident and breakdown reports, (6) driver activities, (7) operations performance, and (8) marketing efforts. FIRST STUDENT will supply the above information in formats acceptable to the CITY. FIRST STUDENT will assist the CITY in conducting passenger surveys as necessary.

6.3. AUDIT AND INSPECTION OF RECORDS. FIRST STUDENT shall permit the authorized representatives of the Wisconsin Department of Transportation (when State funds are used) and the CITY to inspect and audit, during regular business hours and upon reasonable notice, all data and records of FIRST STUDENT relating to FIRST STUDENT performance and subcontracts under this AGREEMENT from the commencement date of this AGREEMENT through and until the expiration of three years after termination.

7. TERM/TERMINATION. The term of this AGREEMENT shall commence on January 1, 2017 and terminate on December 31, 2021. Either party may terminate this AGREEMENT at any time for convenience upon 180 days written notice. In the event of such termination, the CITY will pay FIRST STUDENT for all satisfactorily completed services prior to termination of this AGREEMENT. Except for the reasons contemplated by Section 1.6, the CITY may also, by written notice of default to FIRST STUDENT, terminate the whole or any part of this AGREEMENT if FIRST STUDENT fails to perform the services specified herein and does not cure such failure within a period of ten (10) consecutive days (or such longer period as the City Administrator may authorize in writing) after FIRST STUDENT's receipt of notice from the City Administrator specifying such failure.

If, after notice of termination of this AGREEMENT under the provisions of this clause, it is determined for any reason that FIRST STUDENT was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for the convenience of the CITY.

The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. REPRESENTATIVES.

8.1. FIRST STUDENT'S REPRESENTATIVE: FIRST STUDENT agrees that all services and activities performed pursuant to this AGREEMENT will be coordinated and directed by Emily Curtis (hereinafter, "FIRST STUDENT'S REPRESENTATIVE"). In the event FIRST STUDENT'S REPRESENTATIVE is unable to serve in the above-described capacity, the CITY may accept another FIRST STUDENT REPRESENTATIVE.

8.2. CITY'S REPRESENTATIVE: All dealings between the CITY and FIRST STUDENT

with respect to the subject matter of this AGREEMENT shall coordinated through the City Administrator.

9. INDEPENDENT CONTRACTOR STATUS. The parties agree that the relationship of FIRST STUDENT to the CITY created by this AGREEMENT shall at all times be that of an independent contractor. The CITY expressly relies upon the professional judgment of FIRST STUDENT in determining the means by which its obligations under this AGREEMENT shall be performed. FIRST STUDENT, and its employees and subcontractors, shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the CITY pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the CITY for the benefit of its employees. Any persons whom FIRST STUDENT provides for service under this AGREEMENT are employees and/or the responsibility of FIRST STUDENT and are not employees or the responsibility of the CITY. FIRST STUDENT shall not, at any time, represent itself to be anything other than an independent contractor with regard to the CITY. FIRST STUDENT shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

FIRST STUDENT hereby agrees to furnish the CITY with its taxpayer identification number prior to commencement of work under this AGREEMENT. Failure or delay in furnishing the taxpayer identification numbers may result in the withholding of amounts due to FIRST STUDENT from the CITY.

10. INDEMNITY. To the fullest extent allowable by law, FIRST STUDENT hereby indemnifies and shall defend and hold harmless the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of FIRST STUDENT or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this AGREEMENT regardless if liability without fault is sought to be imposed on the CITY. FIRST STUDENT'S aforesaid indemnity and hold harmless agreement shall not be applicable to the extent any liability is caused by the fault, negligence, or willful misconduct of the CITY, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

In any and all claims against the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of FIRST STUDENT, any sub-contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRST STUDENT or any sub-contractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this AGREEMENT or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any contract. This clause is to be read in conjunction with all other indemnity provisions contained in this AGREEMENT. Any conflict or ambiguity arising between any indemnity provisions in this AGREEMENT shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

FIRST STUDENT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers, and shall survive termination of this AGREEMENT.

11. INSURANCE. FIRST STUDENT shall, at its sole expense, maintain in effect at all times during the performance of the work under this AGREEMENT insurance coverage as set forth in Exhibit A attached hereto.

12. SUBCONTRACTING. FIRST STUDENT may not subcontract for the provision of any transportation services set forth in this AGREEMENT. Subcontracting for support functions for the provision of transportation services, such as driver training or vehicle maintenance, is permitted if approved of the CITY.

13. ASSIGNABILITY. FIRST STUDENT shall not assign or transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money due or to become due to FIRST STUDENT from the CITY under this AGREEMENT may only be assigned to a bank, trust company, or other financial institution, collaterally with approval from the CITY. Notice of any such assignment or transfer shall be furnished promptly to the CITY Administrator.

14. PROHIBITED INTEREST. FIRST STUDENT shall not provide any member, officer, or employee of the CITY during her/his tenure, or for a period one year thereafter, any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

15. DISPUTES. Any dispute concerning a question of fact arising under this AGREEMENT shall be decided mutually, within thirty (30) days, between FIRST STUDENT and the CITY. The agreed upon decision will be recorded in writing and signed and dated by both FIRST STUDENT and the mayor, or his or her designee, and a copy of the signed agreement will be retained by both parties.

If the issue is not mutually and satisfactorily resolved by discussion with both parties, the following procedure will take effect:

1. A formal complaint is filed with the City of Monona Mayor. The mayor must reply within fifteen (15) days with a decision, which decision shall be final.
2. When the Mayor, or his or her designee, indicates that the complaint is not under her/his jurisdiction, the complaint will be referred to the Monona Transit Commission for decision. This will be done at the request of either party. Appeals from the Monona Transit Commission decision can be taken to the Monona City Council for final action.

This clause does not preclude consideration questions of law in connection with decisions provided for in this section, provided that nothing in this AGREEMENT shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

16. **PROJECT DOCUMENTS AND REPORTS.** All documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the CITY upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the CITY as it sees fit, or by another consultant retained by the CITY for the purpose of proceeding with the project without further or additional obligation or compensation to the FIRST STUDENT. FIRST STUDENT is not responsible for the re-use of any documents pertaining to this AGREEMENT, which shall be at the CITY'S sole risk, except as to any errors or omissions for which the CONTRACTOR would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the CITY shall at all times reserve the right to release all information concerning the services provided under this AGREEMENT, as well as the time, form and content of the information. Within 10 days of request by the CITY, FIRST STUDENT shall provide to the CITY, any and all documents in FIRST STUDENT'S possession or control pertaining to the work performed pursuant to this AGREEMENT. FIRST STUDENT agrees to indemnify the CITY and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the CITY which arise or result from a failure by FIRST STUDENT to timely provide all such documents to the CITY. This reservation and indemnity shall survive the expiration or termination of this AGREEMENT.

17. **MISCELLANEOUS PROVISIONS.**

17.1. **ENTIRE AGREEMENT:** This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

17.2. **PARTIES BOUND:** This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood FIRST STUDENT may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.

17.3. **GOVERNING LAW AND VENUE:** This AGREEMENT shall be governed by, construed and interpreted in accordance with the laws of the State of Wisconsin. Any legal action arising out of this AGREEMENT shall be venued in the circuit court for Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin.

17.4. **HEADINGS AND REFERENCES:** The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this AGREEMENT.

17.5. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

17.6. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the CITY shall be addressed to the CITY'S REPRESENTATIVE, City of Monona, 5211 Schluter Road, Monona, WI 53716. Notices to FIRST STUDENT shall be addressed to FIRST STUDENT'S REPRESENTATIVE, with a copies sent to the address identified on page 1 and FIRST STUDENT's General Counsel, 55 Shuman Blvd., Suite 400, Naperville, IL 60563.

17.7. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this AGREEMENT to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action.

17.8. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

CITY OF MONONA

By: _____
Robert E. Miller, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

APPROVED AS TO SUFFICIENCY OF FUNDS

April Little, Comptroller

Date

FIRST STUDENT

By: _____

Date

(Name & Title)

By: _____

Date

(Name & Title)

EXHIBIT A
INSURANCE REQUIREMENTS

Unless otherwise specified in this AGREEMENT, FIRST STUDENT shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employer's Liability Insurance—FIRST STUDENT shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. FIRST STUDENT shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

Commercial General Liability and Automobile Liability Insurance—FIRST STUDENT shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits—FIRST STUDENT shall maintain limits no less than the following:

1. General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the CITY) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.

Required Provisions—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of FIRST STUDENT; products and completed operations of FIRST STUDENT; premises occupied or used by FIRST STUDENT; and vehicles owned, leased, hired or borrowed by FIRST STUDENT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. For any claims arising out of this project, FIRST STUDENT'S insurance shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. FIRST STUDENT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or FIRST STUDENT, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the CITY.
6. Such liability insurance shall indemnify the CITY against loss from liability imposed by law upon, or assumed under contract by, FIRST STUDENT for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the CITY, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions—Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance—Prior to FIRST STUDENT'S commencement of work under the AGREEMENT, FIRST STUDENT shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

FIRST STUDENT shall, upon demand of the CITY, deliver to the CITY such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors—In the event that FIRST STUDENT employs other contractors (sub-contractors) as part of the work covered by this AGREEMENT, it shall be FIRST STUDENT'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

**EXHIBIT B
VEHICLE INVENTORY**



Name	Monona Transit # 702
VIN #	1GBG65RL8C1167946
Vehicle Year /Manuf / Model	2012 CHEVROLET 3500
Vehicle Actual Mileage	121,116 MILES
Vehicle Seating Capacity (Ambulatory/Wheelchair)	CAPACITY 18 / 1
Vehicle Communication Equipment	2 Way Radio
Notation of Vehicle Lift or Ramp	Vehicle has lift

Name	Monona Transit # 703
VIN #	1GBG65BL9C1174128
Vehicle Year /Manuf / Model	2012 CHEVROLET 3500
Vehicle Actual Mileage	132,560 MILES
Vehicle Seating Capacity (Ambulatory/Wheelchair)	CAPACITY 18 / 1
Vehicle Communication Equipment	2 Way Radio
Notation of Vehicle Lift or Ramp	Vehicle has lift

Name	Monona Transit # 592
VIN #	1FD0FE4FSXGDC12592
Vehicle Year /Manuf / Model	2016 FORD E-450
Vehicle Actual Mileage	20,107 MILES
Vehicle Seating Capacity (Ambulatory/Wheelchair)	CAPACITY 12 P / 3 W
Vehicle Communication Equipment	2 Way Radio
Notation of Vehicle Lift or Ramp	Vehicle has lift

**Resolution 16-11-2131
Monona Common Council**

**A RESOLUTION ADOPTING THE 2017 OPERATING BUDGET
AND ESTABLISHING A TAX LEVY**

The City Council of the City of Monona, Dane County, Wisconsin, hereby resolves as follows:

WHEREAS, Wisconsin State Statute 65.90 requires an annual budget appropriating monies to finance activities and programs of the City for the ensuing fiscal year be adopted by the City Council; and,

WHEREAS, the City Council has considered an executive budget for 2017 submitted by the Mayor and prepared by the City Administrator in cooperation with Department Managers and in consideration of recommendations by the various Boards, Committees, and Commissions; and,

WHEREAS, the City Council held public hearings on the 2017 Budget, as required, on November 7, 2016 and November 21, 2016; and,

WHEREAS, the 2017 Budget requires a tax levy to finance in part the appropriations.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that:

1. Budgeted revenue estimates and expenditure appropriations for the year 2017 for the City of Monona are hereby adopted per the attached summary and as set forth in the budget document.
2. The property tax levy required to finance the 2017 Budget is \$_____ and the tax rate to be established at \$_____ per thousand dollars of assessed property value.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Council Action:

Date Introduced: 11-7-16

Public Hearings: 11-7-16; 11-21-16

Date Approved: _____