

MUNICIPAL OFFICE
Mary A. Cole
Village Administrator / Clerk /
Treasurer
262/886-7201



2801 89th Street
Sturtevant, WI 53177
Ph: 262/886-7200
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Transit and Parking Systems
ATTN: Al Stanek
730 Washington Avenue
Racine, Wisconsin 53403

Dear Mr. Stanek,

Enclosed is the 2014 agreement for bus service. All of the contracts have been signed by the Village President. Please send an executed document back to the Village of Sturtevant.

If you have any other questions, please feel free to contact me at the number listed above.

Respectfully,

Mary A. Cole
Village Administrator / Clerk / Treasurer
Village of Sturtevant

RECEIVED

AUG 19 2014

CITY ENGINEER

SERVICE AGREEMENT

This agreement, made and entered into this _____ day of _____, 20__ by and between the CITY OF RACINE, WISCONSIN, hereinafter referred to as City, and the VILLAGE OF STURTEVANT, WISCONSIN, hereinafter referred to as Sturtevant.

WHEREAS, the City owns and operates a public mass transportation system herein referred to the Belle Urban System (BUS); and

WHEREAS, the City has received authority from the Wisconsin Department of Transportation to operate its mass transportation system outside of its corporate limits, including the Village of Sturtevant; and

WHEREAS, the mass transportation system is expected to operate at a deficit; and

WHEREAS, both the Federal Transit Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation will assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, Sturtevant has approached the City and expressed a desire to have bus service provided by the City to the Village of Sturtevant; and

WHEREAS, Sturtevant is willing to pay its local share of the operating deficit for 2014 based on a fixed amount not to exceed \$37,083.

WITNESSETH

The City agrees that it will run regularly scheduled bus service into Sturtevant during the period from January 2, 2014 through December 31, 2014

Fixed route bus service will be provided along the following routes:

1. Route 20 will run as express bus service west on STH 20 and at various times on 90th Street, 16th Street, Rayne Road and CTH H serving the SC Johnson facility, the Renaissance Business Park STH 20 Frontage Roads. This service shall run Monday through Friday only.
2. Route 27 will run on STH 20, Renaissance Blvd., Wisconsin Street, Rayne Road, 90th Street, and other Village streets as necessary to complete its route. This service will run Monday through Friday only.
3. All services will be provided to Sturtevant on weekdays only with no service on May 26, July 4, September 1, November 27 and December 25.

4. Hours of service are generally the same as those for the entire Belle Urban System and will be changed only when changes are made in the entire system or at the request of Sturtevant after sufficient notice to the City is provided.
5. The frequency of service for Route 27 shall be approximately every sixty (60) minutes. Routes 20 and 27 shall have specifically defined running times posted in the official Belle Urban System printed bus schedule.

6. Expense Reimbursement

- A. Sturtevant agrees to pay its 2014 local share of the operating expenses for transit service for a fixed amount not to exceed \$37,083.
- B. The City shall bill Sturtevant for its local share of the operating deficit on or after March 31, 2014 and each succeeding quarter thereafter. In the event payment is not made, the City may, at its option, terminate this agreement and the bus service provided herein by written notice delivered to the Village Clerk of the Village of Sturtevant ten (10) days before the termination date. As specified in item 12 below, the maximum financial commitment on the part of the Village of Sturtevant in 2014 is \$37,083.
- C. Sturtevant agrees to pay its local share of the operating expenses for service pursuant to the methodology as set forth in Exhibit A, attached hereto, and by reference hereby made a part of this agreement. The methodology essentially projects the Sturtevant share of expected expenses based on the scheduled miles of fixed route service in Sturtevant as a percentage of total projected system fixed route miles plus an additional charge of \$1.28 per DART trip origin or destination in Sturtevant. Combined DART charges and fixed route charges for 2014 will NOT exceed \$37,083.

After an audit of actual expenses is completed and an actual number of total system miles is verified any excess payment is refunded.

7. The City of Racine agrees that monthly bus passes may be sold in Sturtevant, at safe and secure outlets to be determined by the both parties.

8. It is agreed and recognized by both parties that the Wisconsin Department of Transportation has regulatory authority over routes, fares and service, and as such, any regulations imposed by the Wisconsin Department of Transportation are hereby made a part of this agreement.

9. Sturtevant shall have the right to inspect the City's transit ledgers at any reasonable time. However, the audit report as accepted by the Wisconsin Department of Transportation shall be considered final and binding.

10. The City shall purchase and keep in effect insurance insuring the buses used on the routes in Sturtevant to the same extent as buses used to provide mass transit service in the City.

If deemed necessary by Sturtevant, the City shall cause Sturtevant to be named as an additional insured on such policy.

11. The City shall have sole and ultimate authority and responsibility for the operation, control and direction of the mass transit service extended to Sturtevant pursuant to this agreement, and in accordance with the terms herein.

12. In the event of the discontinuation or substantial reduction of Federal or State operating subsidies, both parties recognize the limitations of their individual financial capabilities. Upon request of Sturtevant or the City, action shall be taken to begin termination or reduction of such service. The City recognizes that Sturtevant has only budgeted \$37,083 for transit service in 2014 and this contract will not exceed that amount but could be less based on audit.

EXHIBIT A

STURTEVANT PROJECTED AND FINAL SHARE OF EXPENSES METHODOLOGY

As a basis for determining an equitable distribution of transit operating costs the following methodology will apply: Note: Total “Local Share” of Expenses = Total Transit System Expenses less all system revenues less all Federal and State operating subsidies. *(From Exhibit I – “Sharing of Projected Deficit”, ‘WisDOT 2014 State Transit Operating Assistance Application’.)*

- The PROJECTED Sturtevant portion of the “Local Share” shall be determined by taking the 2014 State of Wisconsin Operating Assistance Grant Application’s projected total “Local Share” Belle Urban System (BUS) Operating Expenses *(Exhibit I – “Sharing of Projected Deficit”, ‘WisDOT 2014 State Transit Operating Assistance Application’.)* divided by the 2014 scheduled percentage of Total Fixed Route service miles provided to Sturtevant (as specified below).
- The FINAL Sturtevant portion of the “Local Share” shall be determined by the Audited 2014 Fixed Route Operating Expenses multiplied by the 2014 percentage of scheduled Total Fixed Route service miles provided to Sturtevant based on the 2014 Total Year-end Actual Miles as reported on form DT 1489 *(WisDOT Urban Bus Operations Report)* PLUS a charge of \$1.28 per DART service origin and/or destination within the Village limits. Final total costs for 2014 will not exceed \$37,083.
- The FINAL Sturtevant payment will not exceed the PROJECTED payment.

ANNUAL MILES OF PROJECTED & FINAL FIXED ROUTE SERVICE METHODOLOGIES

Sturtevant fixed route transit service shall be provided as earlier stipulated in items 1 through 12 of this agreement.

The methodology for determining Sturtevant's projected miles of fixed route service as a percentage of total scheduled fixed route service shall be based on the measured mileage per individual route multiplied times the number of route trips scheduled per type of service day.

Sturtevant may chose to conduct its own measurement of Sturtevant scheduled fixed route service miles and any variance from the numbers below will be the subject of a potential revision in formula miles for the next service year. A notice of contested mileage calculation must be received within 45 days of the submission deadline for the State of Wisconsin Operating Assistance Agreement for the coming year to be considered for implementation in that year.

Witnessed

VILLAGE OF STURTEVANT

BY: Steven D. Jaworski
President

ATTEST: May A. Cole
Clerk Treasurer

CITY OF RACINE

BY: _____
Mayor

ATTEST: _____
City Clerk

Provision has been made to pay any liability which may accrue from this agreement.

Finance Director

Approved as to form:

City Attorney