

SERVICE AGREEMENT

This agreement made and entered into this 24<sup>th</sup> day of March, 2014 by and between the CITY OF RACINE, WISCONSIN, hereinafter referred to as City, and the TOWN OF YORKVILLE, WISCONSIN, hereinafter referred to as Yorkville.

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 Town of Yorkville; 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, Yorkville and Grandview Industrial Park employers have approached the City and expressed a desire to have bus service provided by the City to the Town of Yorkville; and

WHEREAS, Yorkville is willing to pay its local share of the operating deficit for 2014 based on the level of bus service provided to Yorkville, and

WHEREAS, the total 2014 cost of services will not exceed \$6,000.

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The City agrees that it will run regularly scheduled bus service into Yorkville and the Grandview Industrial Park during the period from January 2, 2014 through December 31, 2014. Service will be provided along the following routes:

1. The City will provide bus service to Yorkville on special Route #20 Shuttle and Express routes extending from the City of Racine Transit Center out STH 20 (Washington Avenue). Connections to other BUS routes are possible at the Transit Center and along the route.
2. Route #20 Shuttle buses primarily provide service to Grandview Industrial Park employers. Return service from Yorkville/Grandview is also provided with intermediate stops on Renaissance Drive and at Waxdale. The Villages of Sturtevant and Mount Pleasant contribute toward the provision of those trips.

3. Route #20. Express busses go directly to Grandview with travel times as short as twenty minutes. Return service from Yorkville/Grandview is also provided.
4. Service is provided Mondays through Fridays only.
5. Westbound Route #20 Yorkville/Grandview Express service is provided each weekday morning leaving the Transit Center @ 6:20am and Route #20 Yorkville/Grandview westbound Shuttle service leaves the Transit Center at 6:10am, 7:10am, and 2:10pm.
6. Westbound Route #20 Express service from the Transit Center to Grandview leaves at 4:10pm. In addition service to the Renaissance Center and Grandview are provided by a special trip leaving the Transit Center at 10:10pm for third shift employees.
7. Eastbound Route#20 Shuttle and Express service is scheduled to leave Grandview at 6:55am, 7:52am, 2:52pm, 4:30pm and 10:55pm.
8. Route #20 Express westbound trips stop to serve passengers on Washington Avenue at West Blvd., Lathrop Ave., Ohio St., Green Bay Rd. and Sunnyslope Dr.
9. Route #20 Express eastbound trips pick up passengers at Washington and 10<sup>th</sup>, Washington and 12<sup>th</sup>, Washington and Valley, Washington and West Blvd., Washington and Lathrop, Washington and Ohio, Washington and Green Bay Rd. and Washington and Sunnyslope in addition to accepting transfers from all other BUS routes at the Racine Transit Center.
10. All services will be provided to Yorkville as described above with the exception of May 26, July 4, September 1, November 27 and December 25.
11. Changes in service will take place only when changes are made in the entire system or at the request of Yorkville after sufficient notice to the City is provided.

### **Expense Reimbursement**

- A. Yorkville agrees to pay its 2014 local share of the operating expenses for transit service for a fixed amount not to exceed \$6,000. This amount is determined by Yorkville's level of transit service provided.
- B. The City shall bill the Town of Yorkville for one half of its local share of the operating deficit on or after July 31, 2014 and one quarter each of the two succeeding quarters 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 Town Clerk of the Town of Yorkville ten (10) days before the termination date. As specified above, the maximum annual financial commitment on the part of the Town of Yorkville is \$6,000.
- C. 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.

- D. Yorkville 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.
- E. The City shall purchase and keep in effect insurance insuring the buses used on the routes in Yorkville to the same extent as buses used to provide mass transit service in the City. If deemed necessary by Yorkville, the City shall cause Yorkville to be named as an additional insured on such policy.
- F. The City shall have sole and ultimate authority and responsibility for the operation, control and direction of the mass transit service extended to Yorkville pursuant to this agreement, and in accordance with the terms herein.
- G. In the event of the discontinuation or substantial reduction of Federal or State operating subsidies, both parties recognize the limitations of the Town of Yorkville and the City of Racine's financial capability. Upon request of Yorkville or the City, action shall be taken to begin termination or reduction of such service. This contract will not exceed \$6,000 but could be less based on audit.

Witnessed

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TOWN OF YORKVILLE

BY: Peter J. Benson  
Town Board Chair

ATTEST: [Signature]  
Clerk

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