

MOUNT PLEASANT BUS SERVICE AGREEMENT

This agreement made and entered into this 23 day of June, 2014 by and between the CITY OF RACINE, WISCONSIN, hereinafter referred to as City, and the VILLAGE OF MOUNT PLEASANT, WISCONSIN, hereinafter referred to as Mount Pleasant.

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

WHEREAS, Mount Pleasant has budgeted to pay its local share of the operating deficit for 2014 based on a fixed amount not to exceed \$172,000.

WITNESETH

1. The City agrees that it will provide fixed route and Dial-A-Ride (DART) transit services connecting Mount Pleasant with Racine, Caledonia, Sturtevant and the Grandview Industrial Park. Regularly scheduled bus service in Mount Pleasant operates as extensions or portions of existing Routes 1, 2, 3, 5, 7, 20, 27 and 86.

Route 30 School Year service and complimentary para-transit service within three quarters of a mile of any non-express BUS route are also provided to portions of Mount Pleasant. Yorkville Route 20 and School Route 30 miles within Mount Pleasant are not used to determine the Mount Pleasant 2014 mileage percentage based formula for determining fixed route "Local Share".

Dial-A-Ride Transit (DART) rides for the disabled will be tracked and charged beginning in 2014. A fair and reasonable cost per origin and/or destination will be added to the final total contract amount for 2014 however the TOTAL 2014 Mount Pleasant agreement amount will not exceed the earlier agreed upon \$172,000.

It should be noted that an analysis of actual DART usage over the last 6 month period indicated a monthly average of 1003 combined DART trips originating and/or terminating in Mount Pleasant resulting in a projection of over 12,000 DART trip origins and/or destinations per year in Mount Pleasant.

2. The primary Mount Pleasant Fixed Route Service Routes are described as follows:

Route 3 will travel in Mount Pleasant from the intersection of STH 20 and STH 31 on STH 20 to Oakes Rd. The bus shall layover on Oakes Rd. and return via Oakes Rd. to STH 31 and 16th Street. In addition, the Monday through Friday 10:10 pm Route 3 bus from the transit center will provide service to Waxdale.

Route 5 will travel in Mount Pleasant from the intersection of Racine St. and 24th St. south along Racine St. and STH 32, east on Larson St., south on Sheridan Rd. to a layover point near the intersection of Sheridan Rd. and STH 32. The bus will return north on STH 32 to the Racine City limits. Route 5 will not operate on Saturdays or Sundays. Special service to the Sheridan Road area shall be provided on Saturdays via an extension of Route 7.

Route 7 will travel along Durand Avenue in Mount Pleasant and after providing service to the Regency Mall will include a direct connection to the Pick and Save grocery at the old Mount Pleasant Village Hall site on the Route 7's trip to the Wal-Mart route end point. The return trip will follow STH 11 to Regency Mall without service to Pick and Save. Route 7 will also provide service to the Ridgewood Care Center and Apartments/Condominiums on Wood Road.

The route 20 express will run from the City of Racine on STH 20 to the Grandview Industrial Park and return eastward providing service to the Waxdale plant. Route 20 will operate as an "Express" service and only at select times on weekdays.

Route 27 will travel from J.I. Case High School on Oakes Road westward to Mount Pleasant and Sturtevant. Route 27 service from J.I. Case High School eastward will proceed to the Regency Mall via Washington Avenue and Green Bay Road. Route 27 shall provide hourly service between 6:30am and 6:30 pm on weekdays.

Each of the above, unless stated otherwise, shall be the standard scheduled routing, unless detours are made necessary, at which time the most convenient route will be used. Routes 1, 2 and 86 also provide service to limited portions of the Village of Mount Pleasant.

3. Weekday mass transit service will be provided for Mount Pleasant beginning on January 2, 2014 through December 31, 2014 on Mondays through Fridays except for May 26, July 4, September 1, November 27 and December 25. Mass transit service on routes 1, 3, and 7 will be provided on Saturdays and Sundays.
4. Hours of service for transit service in Mount Pleasant are 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 Mount Pleasant with the concurrence of other partner communities.

The frequency of service on routes in Mount Pleasant will be the same as those routes

elsewhere in the Belle Urban System and will be changed only when changes are made in frequencies in those routes as a whole.

5, Estimated Payment of Deficit for Fixed Route Service

Mount Pleasant agrees to pay its local share of fixed route operating expenses for Mount Pleasant (pursuant to the methodology as set forth in Exhibit A) along with direct charges for actual DART usage. Exhibit A is attached hereto, and by reference hereby made a part of this agreement. The methodology essentially projects the Mount Pleasant share of expected expenses based on the scheduled miles of fixed route service in Mount Pleasant as a percentage of total projected system fixed route miles. After an audit of actual expenses is completed and an actual number of total system miles is verified any excess payment is refunded.

The City shall bill Mount Pleasant for its local share of the operating deficit on or after March 31, 2014 and each succeeding quarter thereafter based on one quarter of projected expenses and percentage of Mount Pleasant service miles (Exhibit A) as submitted in the Belle Urban System (BUS) state application for the current year. Monthly billing can be arranged at the request of the Village.

At the end of each year a certified audit of BUS expenses will be completed and any difference between the amount billed and the amount actually owed by Mount Pleasant in 2014 as determined by applying the Exhibit A formula and adding additional per usage DART charges NOT TO EXCEED A TOTAL OF \$172,000. Any actual audited expenses of less than \$172,000 shall be refunded to Mount Pleasant. Payment of monies owed or to be refunded shall be made within thirty (30) days after the final accounting.

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 Mount Pleasant ten (10) days before the termination date. As specified in item 12 below, the maximum financial commitment on the part of the Village of Mount Pleasant is a fixed dollar amount.

The City agrees that monthly bus passes may be sold in Mount Pleasant, at safe and secure outlets to be determined by the City.

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.

Mount Pleasant 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.

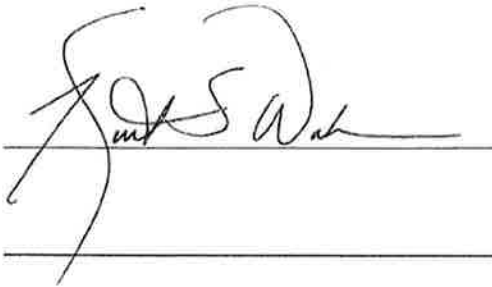
The City shall purchase and keep in effect insurance insuring the buses used on the routes in Mount Pleasant to the same extent as buses used to provide mass transit service in the City. If deemed necessary by Mount Pleasant, the City shall cause Mount Pleasant to be named as an additional insured on such policy.

The Racine Transit and Parking Commission shall have sole and ultimate authority and responsibility for the operation, control and direction of the mass transit services including those extended to Mount Pleasant pursuant to this agreement, and in accordance with the terms herein. A representative of the Village of Mount Pleasant is invited to attend all meetings and is supplied copies of meeting agendas.

In the event of the discontinuation or substantial reduction of Federal or State operating subsidies, both parties recognize the limitations of the Village of Mount Pleasant and the City of Racine's financial capability. Upon request of Mount Pleasant or the City, immediate action shall be taken to begin termination or reduction of such service. The City recognizes that Mount Pleasant has limited resources and the total contract amount for all services will not exceed \$172,000 during the calendar year unless mutually agreed.

When requested by Mount Pleasant, the City shall provide ridership estimates for the routes that extend into Mount Pleasant, based on ridership surveys taken on four days during the year; a weekday/school day, a weekday/no school day, a Saturday and a Sunday.

Witnessed



VILLAGE OF MOUNT PLEASANT

BY: 

President

ATTEST: 

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

EXHIBIT A

MOUNT PLEASANT PROJECTED AND FINAL SHARE OF EXPENSES METHODOLOGY

As a basis for determining an equitable distribution of transit operating FIXED ROUTE 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 Mount Pleasant 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'.) multiplied times the scheduled percentage of total fixed route revenue service miles provided to Mount Pleasant.
- The FINAL Mount Pleasant portion of the FIXED ROUTE "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 Mount Pleasant based on the 2014 total year-end actual fixed route revenue service 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 \$172,000.

- The final Mount Pleasant FIXED ROUTE payment will not exceed the projected fixed route estimate amount and the combination of fixed route and DART service charges will not exceed \$172,000 in 2014.

ANNUAL MILES OF PROJECTED & FINAL FIXED ROUTE SERVICE METHODOLOGY

Mount Pleasant fixed route transit service shall be provided as earlier stipulated in items 1 through 5 of this agreement. For 2014 the estimated percentage of miles of service in Mount Pleasant is 12.3 per cent.

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

Mount Pleasant may chose to conduct its own measurement of Mount Pleasant 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.