

Public Transit Service Agreement

The City of Racine (*the City*) and the Village of Yorkville (*the Village*) entered into this Agreement on this ____ day of _____, 2023. Both entities are municipalities in Racine County, Wisconsin. This Agreement refers to each individually as a *Party* and collectively as the *Parties*.

WHEREAS, the City owns and operates a public transit system herein referred to as RYDE Racine; and

WHEREAS, the City has received authority from the Wisconsin Department of Transportation to operate its public transit system outside of its corporate limits, including the Village of Yorkville; and

WHEREAS, the Parties expect the public transit system 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 subsidize the operating deficit under formula grant programs; and

WHEREAS, the Village desires public transit service within its corporate limits; and

WHEREAS, the City of Racine Transit Commission (*Transit Commission*) serves as the governing body for the region’s public transit system; and

WHEREAS, Yorkville will pay its local share of the operating deficit for public transit service during this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to the following terms.

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2 PURPOSE

3 TERM

This Agreement shall be effective January 1, 2024, through December 31, 2024.

4 SERVICES PROVIDED

4.1 DATES OF SERVICE

The City shall run regularly scheduled bus services into and out of Yorkville from January 1, 2024, through December 31, 2024, Mondays through Fridays, except for New Year's Day (January 1), Memorial Day (last Monday of May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving (fourth Thursday in November), and Christmas Day (December 25).

4.2 TYPES OF SERVICE

Fixed-route and Dial-A-Ride Transportation (*DART*) transit services connecting Yorkville with Racine, Caledonia, Sturtevant, and Mount Pleasant. Regularly scheduled bus service in Yorkville operates as extensions or portions of existing Route 20.

4.3 SCHOOL SERVICE

The City shall provide Route 30 School Year service. School Route 30 miles within the Village shall not be considered in determining the Village mileage percentage-based formula for calculating fixed-route Local Share.

4.4 PARATRANSIT (*DART*) SERVICE

The City provides complementary paratransit service within three-quarters of a mile of any non-express BUS route to portions of the Village. The City shall document and include DART rides for persons with disabilities. This Agreement prorates the overall cost for DART. However, the total amount for the Agreement amount will not exceed the amount described in **SECTION 6.1 LOCAL SHARE**.

4.5 PRIMARY VILLAGE ROUTE

Each of the primary Village routes, unless stated otherwise, shall be the standard scheduled routes, unless detours are necessary, at which time the City shall use the most convenient route.

4.5.1 Route 20

Route 20 contains 2932.5 annual Village route miles.

4.5.2 Total Village Route Miles

The total number of annual Village route miles is 2392.5.

4.6 MINOR CHANGES

The Parties may make minor changes to route times and stop locations based upon the needs of either Party. The Parties shall consider minor changes administrative changes that do not require the approval of the Transit Commission.

5 CHANGES IN ROUTE SERVICE

The Transit Commission must approve all changes in route service or frequency except for minor changes as indicated above. The Party requesting the change may file a written request with the Transit Commission and provide a copy to the other Party at least 90 days before the proposed effective date of changes. Upon notice of the request, the City of Racine Director of Transit & Mobility shall, within a reasonable time, submit the item to the Transit Commission's agenda for discussion. The decision of the Transit Commission shall be subject to Racine Common Council and Yorkville Village Board approval.

6 LOCAL SHARE PAYMENT

6.1 LOCAL SHARE

The formula in **EXHIBIT G: LOCAL SHARE FORMULA** describes the Village's annual local share payment calculation. Yorkville agrees to pay its local share of the operating expenses annually to the City. The Village shall budget for the following year's invoice as the average of the previous three years of invoices unless the City provides detailed local share formula projections before September 1 of the previous year's budget.

Local share is calculated by using Wisconsin Department of Transportation's deficit and 20% depreciation to calculate a net deficit number. The net deficit number is then divided by total number of fixed-route revenue miles traveled per year and a deficit per mile revenue number is calculated. That number is then multiplied by total Village revenue miles per year.

6.2 INVOICES

The City shall invoice the Village annually in a single installment before December 31. The invoice shall contain the complete local share formula calculations. The Village shall pay the invoice no later than 30 days after the date of the invoice.

7 BREACH

If the Village fails to pay invoices under **SECTION 6 LOCAL SHARE PAYMENT**, the City may, at its option, terminate this Agreement or discontinue services provided herein by written notice delivered to the Village Clerk/Treasurer at least ten days before the termination date. If the City cannot provide services in substantial compliance with **SECTION 4 SERVICES PROVIDED**, the City shall adjust the amount invoiced to the Village to reflect the actual cost in reduction of services. If the Village paid the City's invoice prior to the reduction in service, the City shall reimburse the Village for the prorated reduction in service for the remainder of the calendar year.

8 SUBJECT TO STATE REGULATIONS

The Parties agree and recognize that the Wisconsin Department of Transportation holds regulatory authority over routes, fares, and service. As such, this Agreement incorporates any regulations imposed by the Wisconsin Department of Transportation.

9 AUDITS

The Village shall have the right to inspect the City's transit ledgers at any reasonable time and upon 14 days' notice. The Village shall consider the audit report accepted by the Wisconsin Department of Transportation final and binding.

10 REPORTING

The City shall report ridership and usage of service to the Transit Commission making data available to the Village.

11 OPERATING PROCEDURES

The City shall have sole and ultimate authority and responsibility for the operation, control, and direction of the public transit services extended to the Village under this Agreement, and according to the terms stated herein.

12 INSURANCE

The City shall purchase, or otherwise acquire, and maintain insurance for the buses used on the routes in the Village to the same extent as those buses used to provide public transit service in the City. The City shall name the Village as an additional insured on its policy.

13 TERMINATION AND MODIFICATION OF AGREEMENT

In the event of discontinuation or substantial reduction of federal or state operating subsidies received by either the City or the Village, or upon written request by either Party and consensus of both Parties, the Parties may terminate or modify this Agreement. The Party requesting the change shall send written notice by certified mail at least 90 days before the requested date of termination or modification.

14 SIGNATURES

14.1 VILLAGE OF YORKVILLE

X

Douglas Nelson
Village President

X

Michael McKinney
Village Clerk

14.2 CITY OF RACINE

X

Cory Mason
Mayor

X

Tara McMenamin
City Clerk

14.3 APPROVED AS TO FORM

X

Scott R. Letteney
City Attorney

14.4 PROVISIONS TO PAY

The Village made provisions to pay the liability that will accrue hereunder.

X

Michelle Stute
Village Treasurer

The City made provisions to pay the liability that will accrue hereunder.

X

Kathleen Fischer
City Finance Director

15 EXHIBIT D: ROUTE 20

15.1 ROUTE MAP, ROUTE SCHEDULE

route 20

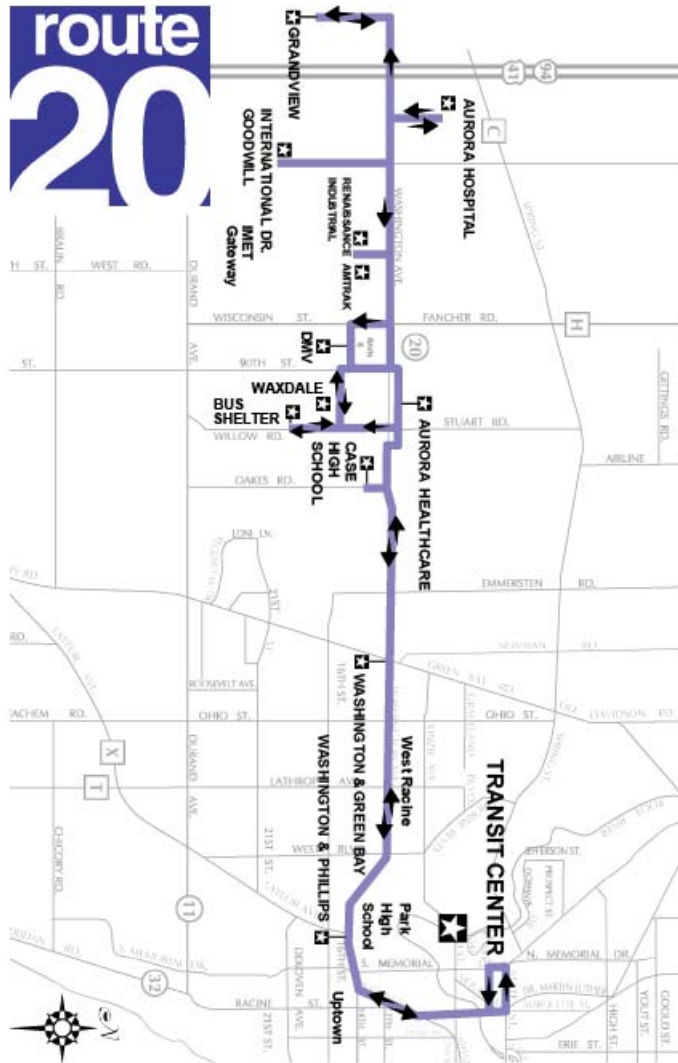
- TRANSIT CENTER
- WASHINGTON & PHILLIPS
- WASHINGTON & GREEN BAY RD.
- AURORA HEALTH CARE
- S.C. JOHNSON
- WAXDALE PLANT
- DEPT. OF MOTOR VEHICLES
- RENAISSANCE CENTER
- AMTRAK
- INTERNATIONAL DRIVE
- AURORA HOSPITAL
- GRANDVIEW INDUSTRIAL PARK
- CASE HIGH SCHOOL

NO WEEKEND SERVICE



ryderacine.com

City of Racine Transit Department
 1900 KENTUCKY ST., RACINE, WI 53405
 262-637-9000



ROUTE 20 COMMUTER - WEEKDAYS ONLY

TRANSIT CENTER	WASHINGTON & PHILLIPS	WASHINGTON & GREEN BAY RD.	AURORA HEALTH CARE	WAXDALE	DEPT. OF MOTOR VEHICLES	RENAISSANCE CENTER	AMTRAK	INTERNATIONAL DRIVE	AURORA HOSPITAL	GRANDVIEW ARV.	CASE HIGH SCHOOL (#27)
Westbound >>											
6:10 A	6:15 A	6:22A	>>	6:28 A	6:31 A	6:34 A	6:36 A	6:40 A	—		
6:20 A	6:25 A	6:33 A	>>	>>	>>	>>	>>		6:49A	6:55 A	
7:10 A	7:15 A	7:22 A	7:29 A	7:35 A	7:40 A	7:43 A	>>	7:46 A	7:49A	7:55 A	8:10 A
2:10 P	2:16 P	2:24 P	>>	2:36 P	2:40 P	2:43 P	>>	2:47 P	2:50P	2:52 P	
4:10 P	>>	>>	>>	>>	>>	>>	>>	>>		4:30 P	
10:10P	>>	>>	>>	10:36 P	>>	10:41 P	>>	10:47 P	10:50P	10:55 P	

GRANDVIEW DEP.	INTERNATIONAL DRIVE	RENAISSANCE CENTER	AMTRAK	DEPT. OF MOTOR VEHICLES	WAXDALE	AURORA HEALTH CARE	WASHINGTON & GREEN BAY RD.	WASHINGTON & PHILLIPS	TRANSIT CENTER
Eastbound >>									
7:10 A	7:13 A	7:15 A	7:17 A	>>	7:19 A	>>	>>	>>	7:40 A
3:05 P	3:10 P	3:15 P	>>	3:21 P	3:26 P	3:32 P	3:39 P	3:45 P	3:51 P
4:33 P	>>	4:41 P	>>	>>	>>	>>	>>	>>	5:08 P
11:04 P	11:07 P	11:15 P	>>	>>	11:23 P	>>	>>	>>	11:40 P

Express service indicated by >> skips these stops.

NO WEEKEND SERVICE

Arv.=Arrive
Dep.=Depart

Route 20 westbound stops only to receive passengers on Washington Ave.

At: West Blvd., Lathrop Ave., Ohio St., Hwy 31 and Sunnyslope Dr.

Route 20 eastbound stops only to discharge on Washington Ave.

At: Warwick Way, Perry Ave., Lathrop Ave., West Blvd., Phillips Ave. and 10th Street

Route 3 bus leaves the Transit Center at 10:10 p.m. traveling to Grandview

Westbound Pickups ONLY

Transit Center
Washington and 10th Street
Washington and 12th Street
Washington and Valley
Washington and West Blvd.
Washington and Lathrop
Washington and Ohio
Washington and Hwy. 31
Washington and Sunnyslope

Eastbound Pickups ONLY

Washington and Warwick Way
5624 Washington
Washington and Perry
Washington and Ohio
Washington and Lathrop Ave.
Washington and West Blvd.
Washington and Phillips
Washington and Owens
Washington and 12th Street
Washington and 10th Street
Transit Center

16 EXHIBIT G: LOCAL SHARE FORMULA

16.1 TOTAL COST

City of Racine							
Transit Operating Support-Surrounding Jurisdictions							
	2018	2019	2020	2021	2022	2023	2024(Proposed)
Net Deficit	\$ 2,794,494.40	\$ 3,493,592.00	\$ 3,600,160.60	\$ 3,533,057.00	\$ 4,070,937.60		
Revenue Miles-Fixed Route	953,818.00	953,171.00	897,793.00	912,745.00	926,134.00		
Deficit per Revenue Mile	\$ 2.93	\$ 3.67	\$ 4.01	\$ 3.87	\$ 4.40		
Calculated Cost Per Mile							
Yorkville Cost	\$ 8,593.10	\$ 10,750.12	\$ 11,761.36	\$ 11,353.07	\$ 12,892.37		\$ 12,892.37
Contracts:							
Yorkville Contract	\$ 6,900.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00
Additional City Subsidy:							
Yorkville Contract	\$ (1,693.10)	\$ (3,250.12)	\$ (4,261.36)	\$ (3,853.07)	\$ (5,392.37)		\$ (2,892.37)
Deficit Calculation							
	2018	2019	2020	2021	2022	2023 (Estimated)	
WisDOT Deficit	\$ 7,239,896.00	\$ 7,899,844.00	\$ 7,958,081.00	\$ 7,897,638.00	\$ 9,562,562.00	\$ 8,261,105.00	
Federal Funding	(2,636,230.00)	(2,687,489.00)	(2,557,598.00)	(2,714,626.00)	(3,725,203.00)	(4,130,552.00)	
State Funding	(2,066,626.00)	(1,978,780.00)	(2,063,546.00)	(1,932,706.00)	(2,126,086.00)	(2,130,106.00)	
	\$ 2,537,040.00	\$ 3,233,575.00	\$ 3,336,937.00	\$ 3,250,306.00	\$ 3,711,273.00	\$ 2,000,447.00	
Add 20% of Depreciation for Capital Purchases	\$ 257,454.40	\$ 260,017.00	\$ 263,223.60	\$ 282,751.00	\$ 359,664.60		
	\$ 2,794,494.40	\$ 3,493,592.00	\$ 3,600,160.60	\$ 3,533,057.00	\$ 4,070,937.60		
Revenue Miles Calculation							
	Yorkville						
Weekday	2,933.00						
Weekends	-						
	2,933.00						

16.2 PARATRANSIT COST

Note: Paratransit cost has been included in the net deficit calculation.

NOTE: ALL COSTS WITHIN CALCULATIONS ROUNDED TO NEAREST \$0.01. TOTAL COST ROUNDED UP TO NEAREST \$100.00