# Public Transit Service Agreement

The City of Racine (*the City*) and the Village of Caledonia (*the Village*) entered into this Agreement on MONTH DAY, YEAR. Both entities are municipalities in Racine County, Wisconsin. This Agreement refers to each individually the *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 Caledonia; 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, Caledonia 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

The purpose of this Agreement is to define each Parties' local contribution as part of a cost-sharing agreement in operating a joint public transit system.

# 3 TERM

This Agreement shall be effective January 1, 2023, through December 31, 2023.

# 4 Services Provided

#### 4.1 DATES OF SERVICE

The City shall run regularly scheduled bus services into and out of Caledonia from January 1, 2023, through December 31, 2023, Sundays through Saturdays, 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 Caledonia with Racine, Caledonia, Sturtevant, and the Grandview Industrial Park in the Village of Yorkville. Regularly scheduled bus service in Caledonia operates as extensions or portions of existing Routes 1 and 5.

#### 4.3 SCHOOL SERVICE

The City shall provide Route 30 School Year service. The City shall not use School Route 30 miles within the Village to determine the Village mileage percentage-based formula for determining 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 ROUTES

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 1

Route 1 contains 5697 annual Village route miles (Exhibit A: Route 1)

#### 4.5.2 Route 5

Route 5 contains 12,367.5 annual Village route miles (Exhibit B: Route 5)

#### 4.5.3 Total Village Route Miles

The total number of annual Village route miles is 18,064.5.

#### 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 Caledonia 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. Caledonia 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 <u>Section 6 Local Share Payment</u>, 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 <u>Section 4 Services</u> <u>Provided</u>, 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

Scott R. Letteney City Attorney

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.

Approved as to Form

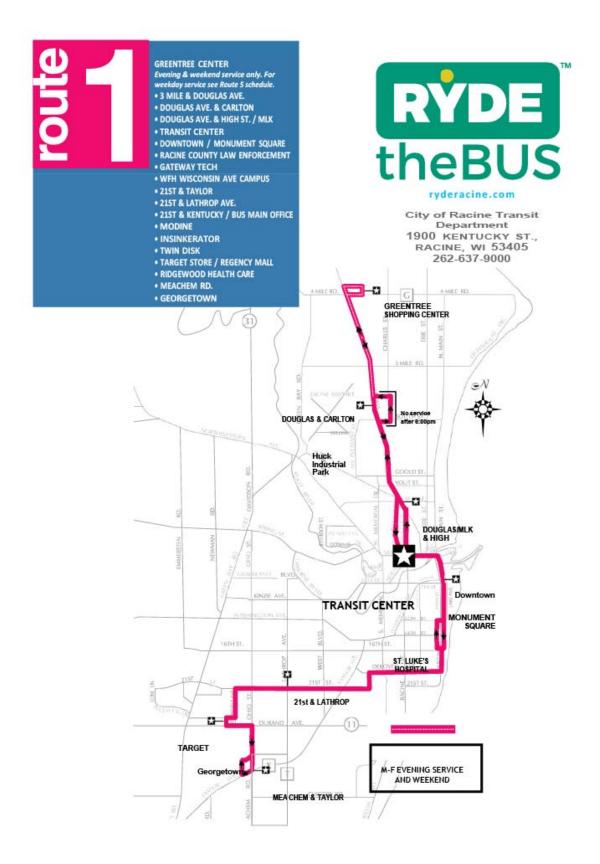
# 14.3 PROVISIONS TO PAY

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



Kathleen Fischer City Finance Director

## 15.1 ROUTE MAP, ROUTE SCHEDULE



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GREENTREE CENTER	DOUGLAS AVE. & CARLTON	DOUGLAS AVE. & HIGH ST. / MLK	TRANSIT CENTER	DOWNTOWN	21ST STREET & LATHROP AVE.	TARGET STORE	TAYLOR AVE & MEACHEM RD.	TAYLOR AVE. & MEACHEM RD.	TARGETSTORE	21ST STREET & LATHROP AVE.	DOWNTOWN	TRANSIT CENTER	DOUGLAS AVE. & HIGH ST. / MLK	DOUGLAS AVE. & CARLTON	GREENTREE CENTER
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								5:39 A	5:45 A	5:49 A	6:01 A	6:10 A	6:14 A	6:22 A	
	5:26 A	5:31 A	5:40 A	5:45 A	5:57 A	6:01 A	6:05 A	6:09 A	6:15 A	6:19 A	6:31 A	6:40 A	6:44 A	6:52 A	
	5:56 A	6:01 A	6:10 A	6:15 A	6:27 A	6:31 A	6:35 A	6:39 A	6:45 A	6:49 A	7:01 A	7:10 A	7:14 A	7:22 A	
	6:26 A	6:31 A	6:40 A	6:45 A	6:57 A	7:01 A	7:05 A	7:09 A	7:15 A	7:19 A	7:31 A	7:40 A	7:44 A	7:52 A	
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No Service after 6:00 pm. to South, Charles or Carlton Ave.

<sup>\*</sup>G Indicates bus returns to garage

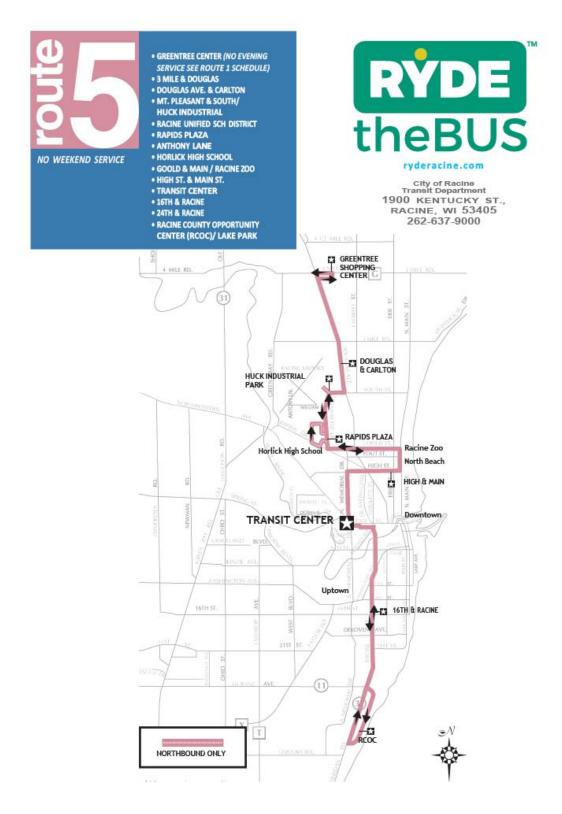
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	5:56 A	6:01 A	6:10 A	6:15 A	6:27 A	6:31 A	6:35 A	6:39 A	6:45 A	6:49 A	7:01 A	7:10 A	7:14 A	7:22 A	7:27 A
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	9:56 A	10:01 A	10:10 A	10:15 A	10:27 A	10:31 A	10:35 A	10:39 A	10:45 A	10:49 A	11:01 A	11:10 A	11:14 A	11:22 A	11:27 A
10:51 A	10:56 A	11:01 A	11:10 A	11:15 A	11:27 A	11:31 A	11:35 A	11:39 A	11:45 A	11:49 A	12:01 P	12:10 P	12:14 P	12:22 P	12:27 P
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No Weekend Service to South, Charles or Carlton Ave.

<sup>\*</sup>G Indicates bus returns to garage

### 15.1 ROUTE MAP, ROUTE SCHEDULE



					MC	)ND	AY-	- FR	RIDA	Y S	ER	VICE			
GREENTREE CENTER	DOUGLAS AVE. & CARLTON ST.	MT. PLEASANT & SOUTH	RAPIDS PLAZA	HIGH ST.& MAIN ST.	TRANSIT CENTER	16THSTREET & RACINE ST.	RCOC	ROOC	16TH STREET & RACINE ST.	TRANSIT CENTER	HIGH ST.& MAIN ST.	RAPIDS PLAZA	MT. PLEASANT & SOUTH	DOUGLAS AVE. & CARLTON ST.	GREENTREE CENTER
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			5:21 A	5:27 A	5:40 A	5:45 A	5:51 A	5:24 A 5:54 A	5:29 A 5:59 A	5:40 A 6:10 A	5:45 A 6:15 A	5:52 A 6:22 A	5:57 A 6:27 A	5:59 A 6:29 A	6:04 A 6:34 A
(-42.A	6:17 A	7-40 A	5:51 A	5:57 A 6:27 A	6:10 A	6:15 A	6:21 A	6:24 A	6:29 A	6:40 A	6:45 A	6:52 A	6:57 A	6:59 A	7:04 A
6:12 A 6:42 A	6:47 A	6:19 A 6:49 A	6:21 A 6:51 A	6:57 A	6:40 A 7:10 A	6:45 A 7:15 A	6:51 A 7:21 A	6:54 A 7:24 A	6:59 A 7:29 A	7:10 A 7:40 A	7:15 A 7:45 A	7:22 A	7:27 A 7:57 A	7:29 A 7:59 A*G	7:34 A 8:04 A
7:12 A	7:17 A	7:19 A	7:21 A	7:27 A	7:40 A	7:45 A	7:51 A	7:54 A	7:59 A	8:10 A	8:15 A	8:22 A	8:27 A	8:29 A	8:34 A
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11:42 A	11:47 A	11:49 A	11:51 A	11:57 A	12:10 P	12:15 P	12:21 P	12:54 P	12:59 P	1:10 P	1:15 P	1:22 P	1:27 P	1:29 P	1:34 P
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5:42 P	5:47 P	5:49 P	5:51 P	5:57 P	6:10 P	6:15*PG	6:21 P								

\*G Indicates bus returns to garage

Indicates service into Huck Industrial Park

NO WEEKEND SERVICE

### 17.1 TOTAL COST

City of Racine
Transit Operating Support-Surrounding Jurisdictions

		2017		2018		2019		2020		2021
Net Deficit	\$	2,580,627.00	\$	2,794,494.40	\$	3,493,592.00	\$	3,600,160.60	\$	3,533,057.00
Revenue Miles-Fixed Route		953,814.00		953,818.00		953,171.00		897,793.00		912,745.00
Deficit per Revenue Mile	\$	2.71	\$	2.93	\$	3.67	\$	4.01	\$	3.87
Calculated Cost Per Mile										
Caledonia Cost	\$	48,875.62	\$	52,925.93	Ş	66,211.30	\$	72,439.66	\$	69,924.91
Contracts: (Proposed)	_		_		_		_		_	
Caledonia Contract	\$	30,400.00	5	30,400.00	5	32,900.00	5	32,900.00	۶	45,000.00
Additional City Subsidy:										
Caledonia Contract	s	(18,475.62)	5	(22,525.93)	s	(33,311.30)	5	(39,539.66)	s	(24,924.91)
Carcadilla Corrada.	-	(10,175.02)	•	(22,323.33)	•	(55,511.50)	-	(33,333.00)	-	(21,521.52)
Deficit Calculation										
		2017		2018		2019		2020		2021
WisDOT Deficit	\$	7,029,275.00	\$	7,239,896.00	\$	7,899,844.00	\$	7,958,081.00	\$	7,897,638.00
Federal Funding		(2,635,528.00)		(2,636,230.00)		(2,687,489.00)		(2,557,598.00)		(2,714,626.00)
State Funding		(2,068,370.00)		(2,066,626.00)		(1,978,780.00)		(2,063,546.00)		(1,932,706.00)
	\$	2,325,377.00	\$	2,537,040.00	\$	3,233,575.00	\$	3,336,937.00	\$	3,250,306.00
									_	
Add 20% of Depreciation for Capital Purchases	s	255,250.00	s	257,454.40	s	260,017.00	s	263,223.60	s	282,751.00
	_	,		,		•		•		•
	s	2,580,627.00	s	2,794,494.40	s	3,493,592.00	s	3,600,160.60	s	3,533,057.00
	_	, ,							-	
	Re	evenue Mile	es C	alculation-2	02	2				
Caledonia										
Weekday		15,121.50								
Weekday Weekends		15,121.50 2,943.20								
•	_									

### 17.2 PARATRANSIT COST

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