

**RESOLUTION NO. 2018-22**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH THE CITY OF RACINE IN REGARD TO BUS SERVICE IN THE VILLAGE OF CALEDONIA FOR 2018**

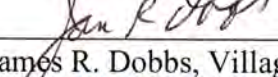
**WHEREAS**, the Village of Caledonia has received bus services through the Belle Urban System in the past and has executed a contract with the City of Racine on a yearly basis for said services; and

**WHEREAS**, the City of Racine has presented a 2018 agreement for adoption by Village of Caledonia, in the amount of \$32,900.00, a \$2,500.00 increase over 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that a contract between the Village of Caledonia and the City of Racine in regard to bus service provided by the Belle Urban System for 2018 as set forth in Exhibit A which is attached hereto and incorporated herein, at a cost not to exceed \$32,900, is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 5<sup>th</sup> day of March, 2018.

VILLAGE OF CALEDONIA

By:   
James R. Dobbs, Village President

Attest:   
Karie Torkilsen, Village Clerk

CITY OF RACINE – BELLE URBAN SYSTEM  
VILLAGE OF CALEDONIA BUS SERVICE AGREEMENT

This Agreement, entered into on the 22<sup>nd</sup> day of March, 2018 and made by and between the CITY OF RACINE (herein referred to as “the City”) and the VILLAGE OF CALEDONIA (herein referred to as “Caledonia”), both municipalities in Racine County, Wisconsin, collectively called the “Parties” herein.

**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 Caledonia; 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**, Caledonia has approached the City and expressed a desire to have bus services provided to the Village of Caledonia; and

**WHEREAS**, Caledonia is willing to pay its local share of the operating deficit for 2018,

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose: The purpose of this Agreement is to determine each Party’s local contribution as part of a cost-sharing agreement in operating a joint public mass transportation system.
2. Term: This Agreement shall be effective January 1, 2018 through December 31, 2018, inclusive. The provisions, if any, of BUS and DART services provided by the City to Caledonia in 2019 and thereafter shall be controlled by the terms of such subsequent and mutually-acceptable agreement(s) as may be entered into by and between the Parties.
3. Termination and Modification of Agreement: In the event of discontinuation or substantial reduction of federal or state operating subsidies either with the City or with Caledonia, upon written request and agreement of both Parties, this Agreement may be terminated or modified. The Party requesting the change shall send written notice by certified mail at least 90 days prior to the requested date of termination or modification.
4. Changes in route service: Changes in route service or frequency thereof must be approved by the City of Racine Transit and Parking Commission, with the exception of minor changes addressed under Paragraph 6(d). The party requesting the change may file a

written request with the Commission and provide a copy to the other side, at least 90 days prior to the proposed date on which the changes are to become effective. Upon notice of the request, the City of Racine Transit and Parking System manager shall within a reasonable time submit the item to be added onto the Commission's agenda for discussion and approval. Any change in route service or frequency thereof is subject to the approval of the City of Racine Transit and Parking Commission, whose decision shall be final.

5. Breach: In the event that Caledonia fails to pay invoices pursuant to Paragraph 7(b) of this Agreement, the City may, at its option, terminate this Agreement or discontinue services provided herein by written notice delivered to the village clerk of the Village of Caledonia ten days before the termination date. In the event that the City is unable to provide services in substantial compliance with Paragraph 6 of this Agreement, the amount paid by Caledonia to the City shall be adjusted to reflect actual cost in reduction of services. In either event, the non-breaching party may file suit to recover losses limited only to compensatory and nominal damages.
6. Services Provided: The City agrees that it will run regularly scheduled bus service into and out of Caledonia during the period from January 1, 2018 through December 31, 2018, inclusive, Mondays through Fridays, with the exception of January 1, May 28, July 4, September 3, November 22, and December 25.
  - a. The City agrees that it will run regularly scheduled bus service connecting Caledonia to Racine, Mount Pleasant and the Grandview Industrial Park. Complementary paratransit service within three quarters of a mile of any non-express BUS route is also provided to Caledonia and the number of all paratransit origins and destinations within the village will be provided. A cost per origin and/or destination in the village will be assessed, but those costs will be rolled into your contract cap amount of \$32,900.00.
  - b. The City will provide bus service along Douglas Avenue from the Racine City Limits to the Greentree Shopping Center in Caledonia Mondays through Friday on Route 5. Additional service to Greentree Shopping Center will be provided on Route 1 on weekday evenings beginning with the first arrival at 6:27 p.m., until 9:27 p.m., Saturday service between 6:27 a.m. until 5:51 p.m., and on Sundays between 10:27 a.m. until 5:47 p.m.
  - c. Hours of service are generally the same as those for the entire Belle Urban System. Frequency of service on weekdays shall be every thirty (30) during peak service and sixty (60) minutes off peak service. Frequency of service on Saturdays and Sundays shall be every sixty (60) minutes.
  - d. Minor changes in route times and stop locations based upon the needs of either Party shall be considered administrative changes not requiring the approval Transit and Parking Commission.

7. Invoices and Reimbursement of Local Share:

- a. Local share: Caledonia's local share for 2018 is \$32,900.00 (thirty two thousand, nine hundred dollars and zero cents). Caledonia agrees to pay its local share of the operating expenses in 2018.
- b. Reimbursement installments: The City shall bill Caledonia once. Such invoice shall be paid by Caledonia no later than 60 days after the date of the invoice.

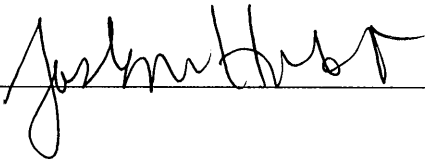
8. Subject to State Regulations: It is agreed and recognized by both parties that the Wisconsin Department of Transportation has regulatory authority over routes, fares, and service, and as such, any regulations imposed by the Wisconsin Department of Transportation are hereby made a part of this agreement.

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

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

11. Insurance: The City shall purchase, or otherwise acquire, and maintain insurance insuring the buses used on the routes in Caledonia to the same extent as buses used to provide mass transit service in the City. Upon request of Caledonia, with notice prior to the commencement of any contractual period hereunder, the City shall cause Caledonia to be named as an additional insured on such policy.


Witnessed

  
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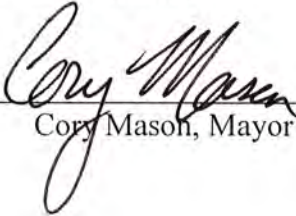
VILLAGE OF CALEDONIA

BY:   
\_\_\_\_\_ Village Board Chair

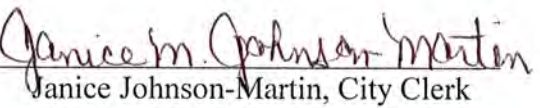
ATTEST: \_\_\_\_\_

BY:   
\_\_\_\_\_ Clerk

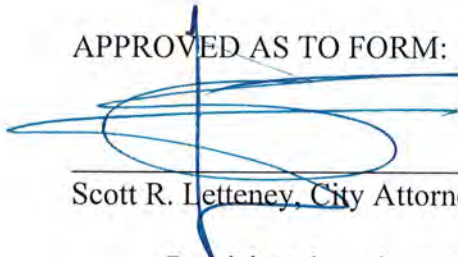
CITY OF RACINE

BY:  \_\_\_\_\_  
Cory Mason, Mayor


ATTEST:

BY:  \_\_\_\_\_  
Janice Johnson-Martin, City Clerk

APPROVED AS TO FORM:

 \_\_\_\_\_  
Scott R. Letteney, City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

 \_\_\_\_\_  
David Brown, Finance Director