

Jennifer L. Williams
Deputy City Attorney

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Nhu H. Arn
Assistant City Attorney

**Office of the
City Attorney
Racine Wisconsin**



Scott R. Letteney
City Attorney

Stacey Salvo
Paralegal

Karen J. Wirtz
Paralegal

Maricela Mora
Administrative Assistant

February 1, 2021

VILLAGE OF CALEDONIA
ATTN: THOMAS J. CHRISTENSEN
5043 CHESTER LN
RACINE WI 53402

RE: 2020 BUS Service Agreement

Dear Mr. Christensen:

Enclosed please find a signed original of the above-referenced Agreement for your file.

Sincerely,

A handwritten signature in blue ink, which appears to read "Karen J. Wirtz". The signature is fluid and cursive.

Karen J. Wirtz
Paralegal

/kjlw
Enclosure

CITY OF RACINE – RYDE
VILLAGE OF CALEDONIA BUS SERVICE AGREEMENT

This Agreement, entered into on the 27th day of January, 2020 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, individually referred to as the “Party” and collectively referred to as the “Parties” herein.

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

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;

WHEREAS, the public transit system is expected to operate at a deficit;

WHEREAS, both the Federal Transit Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation will assist subsidizing the operating deficit under formula grant programs;

WHEREAS, Caledonia has approached the City and expressed a desire to have public transit service provided to the Village of Caledonia;

WHEREAS, a new transit commission has been created by Racine Ordinance 0013-19 Transit Commission; and

WHEREAS, Caledonia is willing to pay its local share of the operating deficit for public transit service for 2020;

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 transit system.
2. **Term:** This Agreement shall be effective January 1, 2020, through December 31, 2020, inclusive.
3. **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 Caledonia, upon written request by either Party, 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 Commission, with the exception of minor changes as indicated under Paragraph 6(f). 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. The decision of the City of Racine Transit Commission shall be final, subject to Common Council approval.
5. Breach: In the event that Caledonia fails to pay invoices pursuant to Paragraph 7 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 for the Village of Caledonia at least 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 the 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 shall run regularly scheduled bus service into and out of Caledonia during the period from January 1, 2020, through December 31, 2020, inclusive, Mondays through Fridays, with the exception of January 1, May 25, July 4, September 7, November 26, and December 25. Bus services shall include:
 - a. Regularly scheduled bus service connecting Caledonia to Racine, Mount Pleasant and the Grandview Industrial Park.
 - b. Route #30 School Year service and complementary paratransit service within three quarters of a mile of any non-express BUS route are also provided to portions of Caledonia. School Route #30 miles within Caledonia are not used to determine the Caledonia 2020 mileage percentage based formula for determining fixed route "Local Share".
 - c. DART rides for persons with disabilities will be documented and included. Overall cost for DART has been prorated in this contract amount for 2020. However, the total 2020 Caledonia agreement amount will not exceed the agreed upon local share in paragraph 7.
 - d. Bus service along Douglas Avenue from 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.
 - e. Hours of service are generally the same as those for the entire Belle Urban System. Frequency of service on weekdays shall be every 30 minutes during peak service and 60 minutes off peak service. Frequency of service on Saturdays and Sundays

shall be every 60 minutes.

- f. Minor changes may be made to route times and stop locations based upon the needs of either Party and shall be considered administrative changes that do not require the approval of the Transit Commission.

7. Invoices and Reimbursement of Local Share:

- a. Local share: Caledonia's local share for 2020 is \$32,900.00. Caledonia agrees to pay its local share of the operating expenses in 2020 to the City.
- b. Reimbursement installments: The City shall bill Caledonia once. Such invoice shall be paid 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 incorporated and made a part of this Agreement.

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

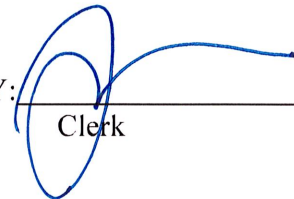
10. Operating Procedures: The City shall have sole and ultimate authority and responsibility for the operation, control, and direction of the public transit services extended to Caledonia pursuant to this Agreement, and in accordance with the terms stated herein.

11. Insurance: The City shall purchase, or otherwise acquire, and maintain insurance for the buses used on the routes in Caledonia to the same extent as those buses used to provide public 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.

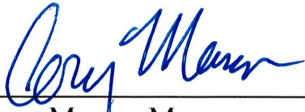
VILLAGE OF CALEDONIA


BY: 
Village President

ATTEST:


BY: 
Clerk

CITY OF RACINE

BY: 
Cory Mason, Mayor

ATTEST:
BY: 
Tara Coolidge, 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

RESOLUTION NO. 2020-126

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 2020

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 2020 agreement for adoption by Village of Caledonia, in the amount of \$32,900.00, a \$0.00 increase over 2019.

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 2020 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.

21st Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of December, 2020.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs, Village President

Attest: 
Karie Pope, Village Clerk