



City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608) 270-4200 Fax (608) 270-4275
www.city.fitchburg.wi.us

AGENDA
TRANSPORTATION AND TRANSIT COMMISSION
THURSDAY, AUGUST 13, 2015
6:30 P.M.

NOTICE IS HEREBY GIVEN that the Transportation and Transit Commission will meet at **6:30 P.M.** on Thursday, August 13, 2015 in the Meeting Room at Fitchburg City Hall, 5520 Lacy Road, to consider and act on the following:

(Note: Full coverage of this meeting is available through *FACTv* and *Streaming Video*, accessible on the city web site at <http://www.fitchburgwi.gov/677/Government-Channel>)

- 1. Call to Order**
- 2. Public Appearances – Non Agenda Items**
- 3. Approval of Minutes:**
 - a. May 7, 2015**
 - b. June 11, 2015**
- 4. Report of the Transportation Project Engineer**
- 5. Resolution R-78-15, Approving the Transit Service Agreement between the City of Madison and the City of Fitchburg**
- 6. Resolution R-81-15, General Beverage permit for parking within City property**
- 7. Announcements**
 - a. Next regularly scheduled TTC meeting will be Thursday, Sept. 10, 2015
- 8. Adjournment**

Note: It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Fitchburg City Hall, 5520 Lacy Road, Fitchburg WI 53711, (608) 270-4200



**DRAFT MINUTES
TRANSPORTATION AND TRANSIT COMMISSION
THURSDAY, MAY 7, 2015**

Transportation and Transit Commission Members Present: Kim Lobdell, Jason Gonzales, Rich Tate, Michael Gernetzke, Dick Collins, and Troy Klein.

Members Absent: Tony McGrath – excused

Others Present: Ahnaray Bizjak – Transportation Project Engineer

- 1. Call to Order** – The meeting of the TTC was called to order by the committee chairperson Kim Lobdell at 6:33 p.m. Lobdell introduced the new alderperson representative, Jason Gonzales, to the commission.
- 2. Public Appearances – Non Agenda Items** – None
- 3. Approval of January 21, 2015 Minutes** – Motion by Michael Gernetzke, second by Rich Tate, to **approve** the January 21 minutes. *Motion passed.*
- 4. Report of the Transportation Project Engineer** – Ahna Bizjak reported that she is working on an update to the transit service agreement that exists between Madison and Fitchburg. Final edits are being incorporated and Bizjak expects this to be finalized and referred out in the near future. The contract will be standard language for all contracting partners and has been updated to reflect changes such as contingency reserve contributions, deadhead time, and allocating additional revenue to contracting partners.

Bizjak also reported on the Lacy Road Reconstruction project which extends from the Community Center east to S. Syene Road. She commented that the project includes 50% federal funding through the STP-Urban program. From that perspective, Bizjak commented that the project will need to consider the needs of bicycles and pedestrians. She commented that a kick-off meeting is being planned for the end of June and that this commission will be involved with reviewing the recommended typical section for the roadway.

5. Review and Discuss Route 59 modification to use Sprocket and Spoke Drive

Bizjak provided background and an overview of the Route 59 modifications that are being included in the Metro Transit service modifications. In August 2014, Route 59 was modified to extend service along Seminole Highway and Crescent Road with the goal of improving the directness of service between the Belmar/Allied Drive and the Orchard Pointe retail area. It also extended service to encompass the eastern portion of the Belmar neighborhood. At present, the route utilizes a stretch of Verona Road between Williamsburg Way and McKee Road. However, the design of route was intended to allow future operation on Sprocket and Spoke Drive once both street were completed and open to traffic.

Since the implementation of the Route 59 changes, staff has received complaints and concerns from a resident living on Crescent Road related to the placement of a bus stop and the idling of the bus near their homes. The stop on Crescent Road (near Sentinel Pass) was established as a time point for the route; creating a potential for idling to occur when the bus is ahead of schedule. In response to those concerns, staff is recommending the time point to be moved to a bus stop located on Marketplace Drive.

The recommended August 2015 changes include shifting the time point and re-routing the bus onto Sprocket and Spoke Drive, as opposed to Verona Road. This shift allows the bus to provide service through the Arrowhead area and incorporates a stop on McKee Road at the Spoke Drive intersection. This stop provides direct service to the businesses located along McKee Road including the AMC movie theater.

Lobdell commented that she agrees with moving the time point to the commercial area in the Fitchburg Business Park. She also agrees with the modification to move the route off of Verona Road and using Sprocket and Spoke Drive instead.

Michael Gernetzke asked if the bus stop would be placed on Spoke Drive as opposed to McKee Road. Bizjak commented that there is already a stop on McKee Road at this location, for Route 75, and expects that Route 59 would utilize the same stop. Gernetzke recommended considering a stop location on Spoke Drive to minimize disruption of traffic on McKee Road.

Gernetzke asked why the route continues to serve the Marketplace loop since it is such a low-use area. Bizjak responded that it does provide service to a retail area and allows the provision of a time point away from the residential area.

Troy Klein commented that he supports the time point at Marketplace because the bus becomes somewhat of a billboard while it is idling.

Motion by Troy Klein, second by Dick Collins, to recommend approval of the B2 modification option for Route 59 which shifts the time point to Marketplace and modifies the route to use Sprocket and Spoke Drive instead of Verona Road. *Motion passed.*

6. Review and Discuss Implementation Report for Intra-City Transit Study

Bizjak provided a brief overview of the Implementation Report as prepared by SRF Consulting. The report evaluates a full range of transit service scenarios going from fixed route service, to flexible fixed route service to shared-ride taxi service. The outcome of the analysis validates that any of the options could be implemented in Fitchburg and would be utilized because of the gap in transit service compared with the unserved demand.

The report suggests 3 service scenarios that “float to the top” as the best options to consider for implementation:

1. Shared-Ride Taxi, Private Contractor, Intracity
2. Flexible Bus, Private Contractor, Intracity
3. Fixed Route, Metro, Regional

To decide between these options; it comes down to what is the goal of the City for improved transit service. Is it to increase regional connectivity? Is it to improve service within the city? Once those decisions are made, it will inform the transit service option to consider for implementation. Bizjak stated that at this point, staff is not doing any further evaluation or

analysis on these options. She commented that the City is looking for input from commissions and boards with recommendations on next steps or preferences.

Gernetzke, Lobdell, and Rich Tate support starting small and building ridership to support the fixed route service.

Lobdell supports better east-west connectivity and is in favor of the flexible bus – intracity option. She doesn't feel the cost for fixed route service is justified at this time and feels that the shared ride taxi isn't visible enough to attract ridership. With the flexible bus, private contractor option, the City can be in control of the service and can issue their own RFP to tailor the service to meet their needs. She feels that shared ride taxi will not be used as much; rather would engage mostly those who rely on transit service (elderly, disable, youth, etc) and not be used much by choice riders.

Rich Tate does not like the shared-ride taxi option for similar reasons. He feels that it wouldn't be visible enough to attract a strong ridership.

Bizjak commented that she likes the concept of flexible fixed route service; but is concerned that establishing a route in Fitchburg will be challenging. She commented that the lack of street connectivity is an issue that may make the flexible fixed route option a challenge. With isolated neighborhoods, it will be difficult to get the coverage that we want.

Lobdell commented that the flexible fixed route service could be coordinated with Metro service to address those isolated neighborhoods.

Bizjak commented that another concern related to starting small and building the ridership (to justify the more costly options) is that you may run into opposition from the riders because of the change in structure. If residents are used to a shared-ride taxi service, which provides curb-to-curb service, they may not support a change to flexible fixed route because it means they have to walk further for the service and follow the schedule for the route.

Gernetzke asked if there was a certain gap that was determined to be an underserved area or population. Bizjak responded that SRF based the demand for transit service on the MPO model that uses mode split to establish what the bottom line expectation is for ridership in Fitchburg based on that mode split. They did not evaluate a specific under-represented area or population within the City. Gernetzke commented that he feels it is best to take an area that is underserved and raise it to a standard, as opposed to taking areas that are already at the standard and elevating that.

Lobdell asked if the City submitted a letter of intent (LOI) to WisDOT. Bizjak responded that the City has not submitted this letter. Lobdell supports submitting the LOI since it doesn't commit the city to funding transit service, but gets the City in the pool for funding to be available for transit service.

Jason Gonzales and all commission members felt that it would be good to have a resolution for council to authorize staff to submit the letter of intent so they are aware of the initiative and in the loop on that process. Bizjak will check with Tony Roach, City Administrator, to understand the review/approval process that should be followed for submitting a letter of intent to WisDOT for future transit service funding.

7. Announcements

- a.** Next meeting will be a joint meeting of the Board of Public Works and TTC scheduled for Monday, May 18, 2015. The meeting will include a presentation of the McKee Road – Phase 2 corridor study. This date does not work for several TTC members. Bizjak will follow up with an email to consider alternate dates.
- b.** Next regularly scheduled TTC meeting will be Thursday, June 11, 2015

8. Adjournment – Meeting adjourned at 7:55 p.m.



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**MINUTES
JOINT
MEETING
TRANSPORTATION AND
TRANSIT COMMISSION
AND
BOARD OF PUBLIC WORKS
June 11, 2015
5:30 P.M.
CITY HALL**

NOTICE IS HEREBY GIVEN that the Joint Transportation and Transit Commission/Board of public Works will meet at 5:30 P.M. on Thursday, June 11, 2015 in the **Council Chambers** at City Hall, 5520 Lacy Road to consider and act on the following:

(Note: Full coverage of this meeting is available through FACTv and Streaming Video, accessible on the city web site at <http://factv.city.fitchburg.wi.us/Cablecast/Public/Main.aspx?ChannelID=3>)

Transportation and Transit Commission Members Present: Kim Lobdell, Rich Tate, Michael Gernetzke, Troy Klein, Jason Gonzalez and Darren Blankenship

Board of Public Works Members Present: Dorothy Krause, Michael Gernetzke, Ryan Fralish and Dave Herbst

Others Present: Ahnaray Bizjak - Transportation Project Engineer, Cory Horton - Director of Public Works

1. **Call to Order-** The meeting of the joint Transportation and Transit Commission/Board of Public Works called to order by Lobdell at 5:32 P.M.
2. **Public Appearances – Non Agenda Items-** None
3. **Report of Director of Public Works** (video time 0:38)
 - a. Horton provided a brief overview of the McKee Road-Phase II Corridor Study.
4. **Report of Transportation Project Engineer** (video time 1:09)
 - a. Bizjak provided an update of the Madison MPO Regional Transportation Board looking to update the bicycle plan for the region. Bizjak will send out a link to the information
 - b. Bizjak provided an update for the Route 59 changes. It will be an agenda item at the next Transit and Parking Commission with the City of Madison. If approved, changes would be implemented in August.
 - c. Bizjak provided an update for the Lacy Road Reconstruction Project. Kick Off meeting scheduled for Thursday, June 25, 2015 at 6:30-8:30 at Quarry Hill Park.

5. Presentation by Josh Straka of Strand Associates of the McKee Road Corridor Study (video time 6:30)

- a. Board members asked questions, Straka, Horton & Bizjak discussed.

6. Announcements

- a. Next Transportation and Transit Commission Meeting – July 9, 2015
- b. Joint Board of Public Works/Finance Meeting – June 22, 2015

7. Adjournment- Adjournment at 6:40

- a. Motion to adjourn made by Gernetzke
- b. Seconded by Tate
- c. Motion carried

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City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **July 28, 2015** Ordinance Number:
 Date to Report Back: **August 25, 2015** Resolution Number: **R-78-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: Approving Transit Service Agreement Between the City of Madison and the City of Fitchburg

Background: Metro Transit is going through the process of updating all contracts with contracting partners, including Fitchburg. Here is a brief overview of the changes that have been incorporated. Please refer to the attached memo for a more detailed explanation of the changes and the reasons for them.

1. This is a one year automatically renewable contract.
2. Routes and schedules are not specified. Service levels are in Attachment A and will be changed by MOU if significant.
3. Contract is standard for all partners with type of service (fixed route and paratransit, commuter, etc.) checked for each partner.
4. The methodology has changed to include divvying up deadhead time.
5. The contingency fund has been added.
6. Some disadvantaged business enterprise language that is irrelevant has been removed and that section now contains only non-discrimination language.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Transportation and Transit Commission	Bizjak	August 13, 2015	
2	Finance	Dodge	August 25, 2015	
3				
4				

Amendments:

**TRANSIT SERVICE AGREEMENT
BETWEEN THE CITY OF MADISON and
THE CITY OF FITCHBURG**

This AGREEMENT, executed by the City of Madison, Wisconsin, a municipal corporation (hereinafter referred to as "MADISON"), and the City of Fitchburg (hereinafter referred to as "FITCHBURG"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, MADISON and FITCHBURG agree it would be to the mutual benefit of the PARTIES for MADISON to continue to provide transit service to FITCHBURG; and

WHEREAS, pursuant to Section 66.0301 Wis. Stats., MADISON and FITCHBURG wish to formalize terms and conditions of the provision of transit services to FITCHBURG.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, MADISON and FITCHBURG do, pursuant to the provisions of Wisconsin Statutes, agree as follows:

I. TERM

- A. Term and Renewals. The PARTIES agree that MADISON will provide transit service to FITCHBURG as described in this AGREEMENT from and including January 1, 2015 through December 31, 2015. If neither PARTY gives written notice of non-renewal to the other PARTY on or before August 1, 2015 or August 1 of each succeeding year, this AGREEMENT shall be automatically renewed for an additional one year period under the same terms and conditions, unless otherwise modified according to the procedures provided below. If timely notice of non-renewal is given according to this paragraph, neither PARTY shall incur any costs.

II. TRANSIT AND PARATRANSIT SERVICE OPERATIONS

- A. MADISON will provide the following transit services to FITCHBURG (check the one that applies):

Fixed route and complementary Paratransit

Commuter Bus Service only

Contracted Paratransit Service only

B. MADISON will provide the transit services selected above to FITCHBURG at the service level set forth in Attachment A. During the term of this AGREEMENT, the PARTIES may administratively modify the service level in Attachment A by executing a Memorandum of Understanding (MOU). The MOU must include the newly agreed upon service level. The METRO TRANSIT General Manager on behalf of MADISON and an individual authorized by FITCHBURG on behalf of FITCHBURG must execute the MOU. The parties understand that no service level changes can be implemented until there is a duly signed MOU. The PARTIES further understand that any other modification of this AGREEMENT can only be accomplished by the individuals duly authorized to execute this AGREEMENT.

C. The PARTIES agree that specific routes, stops, and schedules for the above transit services may change during the course of this AGREEMENT, and that it is not the intention of this AGREEMENT to memorialize specific routes, stops, or schedules.

D. MADISON will at all times provide and use buses which are clean and in good safe mechanical condition. MADISON shall be solely responsible for ensuring the safety of all passengers of the bus service in the course of transit.

E. FITCHBURG will have no control over MADISON'S operations in connection with providing said bus service, and FITCHBURG will have no control or supervision over the drivers of the buses used in said service by MADISON. Said drivers do not constitute agents or employees of FITCHBURG and will be subject solely to MADISON'S supervision and control.

F. MADISON will provide FITCHBURG with additional standard METRO TRANSIT bus stop signs (if necessary), which FITCHBURG will install as necessary to ensure that such signs are present at all established stops. FITCHBURG must install and maintain its bus stops in a safe condition and in compliance with any applicable provisions of the Americans with Disabilities Act. MADISON reserves the right to decline to stop at any bus stop not properly maintained. FITCHBURG must provide notice to MADISON of any road construction, road repair, special events or other like circumstances, which occur along or may impact the commuter bus route as soon as possible, together with a good faith estimate as to the duration of such change.

III. FITCHBURG'S PAYMENT FOR TRANSIT SERVICE OPERATIONS

A. Payment for Transit Service. In consideration for providing the above transit service, FITCHBURG will pay MADISON the actual proportional cost of providing the service to FITCHBURG in each calendar year as calculated by MADISON. The actual proportional cost of providing service will be paid as follows:

i. In each calendar year, MADISON will bill FITCHBURG quarterly for the estimated proportional cost of providing transit service to FITCHBURG for that calendar year. FITCHBURG's estimated proportional cost for transit service will be calculated by MADISON according to the Methodology in Attachment B. The PARTIES agree that any service level

changes made by MOU to Attachment A may alter FITCHBURG's estimated proportional cost of service. In such a case, the quarterly billing will be adjusted to reflect the cost of those changes.

ii. During each calendar year, MADISON will collect authorized fares from passengers using FITCHBURG's contractually provided transit service. Fares shall be established and paid according to the Fare Tariff in effect for METRO TRANSIT service, as approved and from time-to-time amended by the Madison Transit and Parking Commission. Fares collected must be credited against FITCHBURG's actual proportional cost of providing services.

iii. At the conclusion of each calendar year, following an annual independent audit of transit system revenues and expenses as required by federal law, FITCHBURG's actual proportional cost of service will be determined to assure that FITCHBURG pays MADISON the actual proportional cost of service to FITCHBURG. If the actual proportional cost of service differs from the estimated proportional cost, any adjustments will be credited or billed to FITCHBURG in a supplemental billing. Within forty-five (45) days after submission of an invoice by Madison, FITCHBURG will either pay any adjusted amount or provide written notice to Madison that FITCHBURG wishes the difference to be paid from FITCHBURG's contingency reserve account. **Checks for invoices for this service shall be made payable to the City of Madison and sent to Metro Transit, 1245 East Washington Avenue, Madison, WI 53703, Attn: Accounts Receivable.** MADISON will furnish a copy of the independent audit report within thirty (30) days of the City's receipt of the report. FITCHBURG has the right at its sole cost to select a firm to conduct a separate, additional independent audit.

B. Contingency Reserve Account. The PARTIES agree that MADISON will continue to maintain a "Contingency Reserve Account" in order to fund unanticipated increases in transit service expenses such as fuel costs. The PARTIES agree that throughout the life of this AGREEMENT, FITCHBURG will maintain a Contingency Reserve Account at or above 15% of its estimated proportional cost of service. Therefore, the PARTIES agree that if at any time during the life of this AGREEMENT FITCHBURG's Contingency Reserve Account falls below 15%, FITCHBURG's payments under III.A.i. above will include a pro-rated contribution to FITCHBURG'S Contingency Reserve Account in an amount as described in Section II.A. of Attachment B, Payment Method. If at any time FITCHBURG's Contingency Reserve Account meets or exceeds 15% of its estimated proportional share, FITCHBURG's payment under III.A.i. will not include a contribution to the Contingency Reserve Account. At the end of the calendar year, if FITCHBURG's Contingency Reserve Account is at or above 15% of its estimated proportional cost of service, FITCHBURG can elect to leave the funds in its Contingency Reserve Account or request the excess be refunded within 45 days of the request.

IV. PERFORMANCE

The PARTIES agree that MADISON may assign the performance of this AGREEMENT to an independent operating company or other entity of MADISON'S choosing. FITCHBURG will be notified prior to any such assignment. It is understood that the service performed and equipment used under any such assignment will be equal to or better than that provided hereunder. However, MADISON will remain primarily responsible for performance of the service provided for herein.

In no event will MADISON be deemed to be in default of any provision of this AGREEMENT for failure to perform where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, acts of God, adverse weather conditions, lawful State budgeting restrictions, or for any other cause or causes beyond the control of MADISON.

Notwithstanding any other provision of this AGREEMENT to the contrary, MADISON'S obligations to perform hereunder must first be conditioned upon its ability to do so in compliance with all applicable laws governing the conduct of MADISON'S business and operations and its budgetary process.

V. NON-DISCRIMINATION

A. In the performance of services under this Contract, both PARTIES agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Both PARTIES further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

VI. INDEMNIFICATION AND HOLD HARMLESS

Each PARTY will be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each PARTY will be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the PARTIES to waive any statutory protections or impose liability beyond that imposed by state statutes.

VII. TERMINATION

- A. In the event of default by FITCHBURG in its payments for more than forty-five (45) days from the date of the initial billing, service may be suspended or terminated at MADISON'S option. In the event of suspension or termination of this AGREEMENT either initiated by FITCHBURG or caused by default in its payments, FITCHBURG will pay the prorated FITCHBURG Expenses, i.e., FITCHBURG'S total actual cost of services incurred by MADISON through the early termination date of this AGREEMENT. The obligation to pay FITCHBURG Expenses, i.e., total proportional cost of services under this Section shall not apply, if this AGREEMENT is suspended or terminated for cause arising out of the unlawful acts of MADISON.

- B. In the event that FITCHBURG experiences the loss of substantial funding for this service, which could materially affect its ability to provide required funding for this service as described in Section II and Attachment A of this AGREEMENT, it will notify MADISON within ten (10) working days of notification of the loss of said funds. In the event of suspension or termination of this AGREEMENT either initiated by FITCHBURG or caused by default in its payments due to the loss of said funds, FITCHBURG will pay the prorated FITCHBURG Expenses, i.e., FITCHBURG'S actual proportional cost of services, incurred by MADISON through the early termination date of this AGREEMENT. The obligation to pay FITCHBURG Expenses, i.e., FITCHBURG total actual cost of services under this Section shall not apply, if this AGREEMENT is suspended or terminated for cause arising out of the unlawful acts of MADISON.

- C. Notwithstanding the above paragraphs A and B, MADISON may in its sole discretion and without any reason terminate this AGREEMENT at any time by furnishing FITCHBURG with sixty (60) days' written notice of termination. In the event of termination under this subsection, MADISON will reimburse FITCHBURG for any prepayment of transit costs for services not provided by MADISON due to termination under this paragraph D.

VIII. NOTICES

All notices to be given under the terms of this AGREEMENT must be in writing and signed by the person serving the notice and must be sent registered or certified mail, return receipt requested, postage prepaid, or hand-delivered to the addresses of the PARTIES listed below:

If to the City of Madison:

Charles Kamp
Metro Transit General Manager
1101 East Washington Avenue
Madison, WI 53703

If to City of Fitchburg:

or to such other address that either PARTY will designate by written notice.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their proper officers.

CITY OF MADISON, WISCONSIN
A WI Municipal Corporation

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

APPROVED:

APPROVED AS TO FORM:

Eric T. Veum, Risk Manager

Michael P. May, City Attorney

David Schmiedicke, City Finance Director

CITY OF FITCHBURG, WISCONSIN

Shawn Pfaff, Mayor

Date

Patti Anderson, City Clerk

Date

Attachment A

FITCHBURG ESTIMATE--2015

"RH" = Revenue Hour

Pattern	Dist. Fitchburg	Trips				Distance				Speed				Time				Days				Annual				Fitchburg RH Total	Route RH Total	Fitchburg RH %age	Route Ddhead	Fitchburg Ddhead	Fitchburg TOTAL HRS
		Wkday	Sat	Sun	Hol	Wkday	Sat	Sun	Hol	Wkday	Sat	Sun	Hol	Wkday	Sat	Sun	Hol	Wkday	Sat	Sun	Hol	Wkday	Sat	Sun	Hol						
16E	0.25	24	17	17	12	6.00	4.25	4.25	3.00	15.22	15.60	15.62	15.63	0.39	0.27	0.27	0.19	255	52	52	6	100.50	14.17	14.14	1.15						
16s	0.25	24	17	16	12	6.00	4.25	4.00	3.00	15.22	15.60	15.62	15.63	0.39	0.27	0.26	0.19	255	52	52	6	100.50	14.17	13.31	1.15						
b16s	0.25	2				0.50				15.22				0.03				255				8.38				267.48	12,370.54	2%	538.88	11.65	279.13
18M	0.60	20	16	16	11	12.02	9.61	9.61	6.61	14.67	15.02	15.07	14.94	0.82	0.64	0.64	0.44	255	52	52	6	208.87	33.29	33.17	2.65						
18R	0.67	7				4.69				14.67				0.32				255				81.54									
18RC	1.00	8	16	15	12	8.00	15.99	14.99	11.99	14.67	15.02	15.07	14.94	0.54	1.06	0.99	0.80	255	52	52	6	138.96	55.38	51.72	4.82						
cr18	0.69	7	17	15	12	4.84	11.76	10.37	8.30	14.67	15.02	15.07	14.94	0.33	0.78	0.69	0.56	255	52	52	6	84.13	40.71	35.79	3.33						
fl18	0.43	1				0.43				14.67				0.03				255				7.52									
m18	0.60	21	15	15	11	12.64	9.03	9.03	6.62	14.67	15.02	15.07	14.94	0.86	0.60	0.60	0.44	255	52	52	6	219.68	31.27	31.15	2.66						
r18	0.43	7				3.03				14.67				0.21				255				52.63				1,119.28	12,934.91	9%	685.45	59.31	1,178.59
ac19	0.38	2				0.76				11.29				0.07				255				17.16									
p19	0.60	9				5.42				11.29				0.48				255				122.32									
pc19	0.56	5				2.80				11.29				0.25				255				63.14									
19A	0.60	6				3.61				11.29				0.32				255				81.55									
19AC	0.79	5				3.93				11.29				0.35				255				88.73									
19P	0.05	8				0.37				11.29				0.03				255				8.31									
19PC	0.35	3				1.06				11.29				0.09				255				23.98				405.20	7,586.25	5%	688.50	36.77	441.97
40G	2.46	16	17	16	12	39.35	41.81	39.35	29.51	13.01	12.67	12.67	12.73	3.02	3.30	3.11	2.32	255	52	52	6	770.99	171.64	161.54	13.91						
40T	1.72	16				27.51				13.01				2.11				255				538.95				1,657.04	5,074.08	33%	365.12	119.24	1,776.27
47Oa	0.22	4				0.88				12.78				0.07				255				17.54									
47Og	2.46	2				4.92				12.78				0.38				255				98.15									
47Op	1.10	5				5.50				12.78				0.43				255				109.68									
47la	2.61	6				15.63				12.78				1.22				255				311.90									
47lp	1.46	5				7.31				12.78				0.57				255				145.91				683.18	3,070.20	22%	405.45	90.22	773.40
49														5.16				255								1,315.80	1,315.80	100%			1,315.80
52														12.15				255				3,098.25				3,098.25	3,098.25	100%			3,098.25
59														15.80	15.13	12.50			52	52	6					1,683.36	1,683.36	100%			1,683.36
																								10,230			10,546.77				

**ATTACHMENT B
PAYMENT METHOD**

I. CALCULATION OF PARTNER ESTIMATED PROPORTIONAL COST

A. Method. The calculation to determine the PARTNER's estimated proportional cost to METRO TRANSIT service will be as follows:

- 1) The PARTNER's total annual fixed route vehicle hours times total annual system operating expense per fixed route vehicle hour equals the PARTNER's share of total annual operating expenses. In the case of a PARTNER that receives only fixed route commuter service (i.e. no paratransit service) the calculation will be to multiply the PARTNER's total annual fixed route vehicle hours by the total annual fixed route operating expense per fixed route vehicle hour.
In the case of a Partner that receives only paratransit service the calculation will be to multiply the number of annual paratransit trips provided to the PARTNER by the total annual paratransit operating expense per total system paratransit trips.
- 2) The PARTNER's share of total annual operating expenses less the PARTNER's share of total annual operating revenue equals the PARTNER's annual gross investment.
- 3) The PARTNER's annual gross investment less the PARTNER's share of capital aid, Federal aid, and State aid equals the PARTNER's annual net investment. A PARTNER which applies for and receives State aid directly for transit services that are provided by Metro will not receive State aid as part of this contract.

B. Definitions. The following are definitions of the terms used above and the components of each of the calculation terms.

Total system fixed route vehicle hours: Actual vehicle hours (includes revenue service hours, scheduled time and recovery time at transfer points and deadhead hours) for all of METRO TRANSIT's fixed routes.

PARTNER's total annual fixed route vehicle hours: Actual vehicle hours (includes revenue service hours, scheduled time and recovery time at transfer points and deadhead hours) attributed to fixed route service provided to the PARTNER on the applicable routes.

Total annual system operating expense: All costs, including depreciation and interest expense, incurred by METRO TRANSIT for all transit services. Fixed asset purchases and principal debt repayment are not included.

Total annual system operating expense per fixed route vehicle hour: Total annual system operating expense divided by total system fixed route vehicle hours.

Total annual fixed route operating expense: All costs, including depreciation and interest expense, incurred by METRO TRANSIT for fixed route services only. Fixed asset purchases and principal debt repayment are not included.

Total annual fixed route operating expense per fixed route vehicle hour: Total annual fixed route operating expense divided by total system fixed route vehicle hours.

Total annual paratransit operating expense: All costs, including depreciation and interest expense, incurred by METRO TRANSIT for paratransit services only. Fixed asset purchases and principal debt repayment are not included.

Total system paratransit trips: Actual paratransit trips provided by METRO TRANSIT.

Total annual paratransit operating expense per total system paratransit trips: Total annual paratransit operating expense divided by total system paratransit trips.

PARTNER's share of total annual operating revenue: The sum of the PARTNER's share of fixed route passenger revenue, the PARTNER's share of paratransit service revenue and the PARTNER's share of other revenue. A PARTNER that does not receive paratransit service will not receive any paratransit service revenue and a PARTNER that is only charged for paratransit service will not receive any fixed route passenger revenue or other revenue.

PARTNER's share of fixed route passenger revenue: For each applicable fixed route the percentage of vehicle hours attributable to the PARTNER is multiplied by the passenger revenue associated with that route to arrive at the PARTNER's share of each route's revenue. The sum of these determines the PARTNER's share of fixed route passenger revenue.

Fixed route passenger revenue: Fares as recorded by fare collection equipment on fixed routes at the time of passenger boarding.

PARTNER's share of paratransit revenue: The percentage of total annual system fixed route vehicle hours attributable to the PARTNER multiplied by total paratransit revenue.

Total paratransit revenue: All passenger revenue associated with providing paratransit service plus Dane County paratransit subsidies including DDS Medicaid waiver.

PARTNER's share of other revenue: The percentage of total annual system fixed route vehicle hours attributable to the PARTNER multiplied by total other revenue.

Total other revenue: All non-service related revenue including sales of advertising, scrap metal, etc.

PARTNER's share of capital aid: The percentage of total operating expense attributable to the PARTNER multiplied by total capital aid.

Total capital aid: As noted above, depreciation expense on the full purchase price of all capital assets is included in the calculation of total system operating expense per vehicle hour. However, a portion of the purchase price of most capital assets is funded by Federal Capital Grants and so the benefit of that funding needs to be allocated to each PARTNER. Depreciation expense for each capital asset is multiplied by the percentage of the original purchase price funded by a Federal Capital Grant to arrive at the capital aid by asset and the sum of this figure for all assets yields total capital aid.

PARTNER's share of Federal aid: The percentage of total gross investment attributable to the PARTNER multiplied by total Federal aid.

Total Federal aid: Federal government grant funding used for operating budget costs (i.e. grants for capital asset purchases are not included).

PARTNER's share of State aid: The percentage of total operating expense attributable to the PARTNER multiplied by total State aid.

Total State aid: Funding from any State of Wisconsin transportation assistance program.

II. **CALCULATION OF PARTNER CONTINGENCY RESERVE ACCOUNT CONTRIBUTION AND OFFSET**

- A. **Contribution.** The total amount due from the PARTNER to METRO TRANSIT in any given year will equal the PARTNER's annual estimated proportional share (calculation shown in part I of attachment B) plus a contribution to the PARTNER's contingency reserve fund (described in Section III.B. of this agreement). The annual contribution to the contingency reserve fund will equal 4% of the PARTNER's annual net

investment. The balance in the PARTNER's fund will be capped at 15% of the PARTNER's annual net investment.

- B. **Offset.** In years where the PARTNER's final calculated annual net investment exceeds the total of the quarterly payments made by the PARTNER during the year, METRO TRANSIT shall apply the PARTNER's accumulated contingency reserve to the difference. If the difference exceeds the available reserve balance, then the remainder will be billed by METRO TRANSIT to the PARTNER. The ability to offset will only be allowed when, prior to the offset, the PARTNER's contingency reserve balance is at least 12% of the PARTNER's net investment for the current year.
- C. **Interest.** Interest will be accrued to each PARTNER's contingency balance once per year at the prevailing rate. The prevailing rate will be defined as the average rate of return earned by the City of Madison on its investments during the preceding year.
- D. **Termination.** If PARTNER terminates its transit service agreement with MADISON, PARTNER shall be reimbursed the balance of its Contingency Reserve Account on hand at the time of termination, including interest, within 45 days of the request.

Steve Arnold, Mayor

Public Works

Introduced by

Prepared by

Finance and Transportation and Transit Commission

July 28, 2015

Referred to

Date

**RESOLUTION R-78-15
APPROVING THE TRANSIT SERVICE AGREEMENT BETWEEN THE
CITY OF MADISON AND THE CITY OF FITCHBURG**

WHEREAS, the City of Fitchburg contracts with the City of Madison to provide bus transit service throughout the urban areas of Fitchburg; and

WHEREAS, the existing Transit Service Agreement between the City of Madison and the City of Fitchburg was last amended in February 2003 and has become outdated; and

WHEREAS, the Contracted Services Oversight Subcommittee (CSOS), in which Fitchburg has one representative, has been involved in reviewing and providing feedback on the contract updates; and

WHEREAS, the update agreement provides a standard template for the provision of transit services that is consistent to all of the contracting partners with Attachment A providing the specific service arrangements in Fitchburg; and

WHEREAS, the agreement will automatically renew for an additional one year period under the same terms and conditions, unless otherwise modified; and

WHEREAS, the 2015 approved budget for Metro Transit services is \$425,000. The total liability for Fitchburg under the updated agreement would amount to \$446,915 including a \$7,600 contribution towards the contingency reserve, a difference of ~\$22,000.

NOW, THEREFORE, BE IT RESOLVED, that the Fitchburg Common Council hereby approves the attached Transit Service Agreement, dated January 1, 2015, with the City of Madison, subject to technical corrections approved by the City Engineer and City Attorney and authorizes the Mayor and City Clerk to sign the documents.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council to approve an increase of \$22,000 to the 2015 Metro Transit budget to maintain current transit service levels and cover the additional costs associated with providing transit service in the City.

Adopted this _____ day of _____, 2015.

Stephen L. Arnold, Mayor

Approved:

Patti Anderson, City Clerk

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City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by: Public Works

Direct Referral Approved by:

Date Referred: **July 28, 2015**

Ordinance Number:

Date to Report Back: **August 25, 2015**

Resolution Number: **R-81-15**

Sponsored by: Mayor

Drafted by: Cory Horton

TITLE: General Beverage Permit for Parking within City Property

Background: General Beverage property has been impacted by McKee Road, Verona Road, utility conflicts, and the Verona Road Reconstruction project. General beverage seeks additional parking to accommodate their current and future operations. General beverage has requested to utilize City property adjacent to their facility to allow for parking in order to maintain a viable business within Fitchburg.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	August 3, 2015	
2	Transportation & Transit Commission	Bizjak	August 13, 2015	
3	Plan Commission	Hovel/Badtke	August 18, 2015	
4				
5				

Amendments:

Stephen L. Arnold
Introduced by

Public Works
Prepared by

BPW, TTC, Planning,
Referred to

July 28, 2015
Date

RESOLUTION R-81-15

GENERAL BEVERAGE PERMIT FOR PARKING WITHIN CITY PROPERTY

WHEREAS, General Beverage has completed the first phase of their expansion project with the warehouse addition and is planning to move forward with a second phase to expand their office area, and

WHEREAS, General Beverage asserts that the constraints placed upon General Beverage by McKee Road, Verona Road, utility conflicts, and the Verona Road Reconstruction project, the only viable alternative to accommodate parking and fire lane access requirements for the second phase of their expansion is to locate these improvements in the railroad corridor, located adjacent to their east property line, and

WHEREAS, the railroad corridor was jointly purchased by City of Madison, City of Fitchburg, and the Wisconsin Department of Natural Resources as a rails-to-trails conversion and included a 50% contribution for the land acquisition from the stewardship grant program, and

WHEREAS, the City of Fitchburg has entered into agreements with the City of Madison and Wisconsin DNR to preserve the corridor for transportation purposes, and more specifically for the development of a shared-use path that maintains connectivity between the Military Ridge State Trail and the Capital City State Trail, and

WHEREAS, the section of corridor located adjacent to General Beverage is owned by the City of Fitchburg and construction of the Military Ridge Path in the corridor was completed in 2014, and

WHEREAS, timing is becoming critical due to the Verona Road Reconstruction project schedule and the process for converting land in the railroad corridor from a recreation use to private parking use will require staff time and expenditures to complete, and

WHEREAS, this resolution has been prepared to provide some certainty to General Beverage that they will be able to proceed with phase two of their expansion plans and continue their planning efforts with the understanding that they will be able to locate private parking and a fire lane access within the railroad corridor.

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council, that they agree to allow the property owner of ____ McKee Road the opportunity to construct private parking within the railroad corridor with the following conditions:

1. Approval of WisDNR and WisDOT for the conversion of the property from recreational use to private parking use, which includes the purchase of replacement property of equal size and equal use and value than the land being converted to parking.
2. Upon WisDNR and WisDOT approval, the City would issue a revocable permit (revocable upon the return of rail to the corridor) to allow parking within the railroad corridor to the registered property owner. The permit would run with the land, not with the operator of the land.
3. City approval of the parking lot layout, grades, and plan for the area that is located within the railroad corridor.
4. A formal agreement is prepared and entered into between the City of Fitchburg and General Beverage to identify the roles, responsibilities, and expectations for the placement and maintenance of the parking and surrounding area within the railroad corridor.
5. No costs shall be incurred by the City of Fitchburg for the conversion of the land or the placement of parking within the corridor. All costs that are incurred by the City of Fitchburg shall be reimbursed by General Beverage. Some costs have already been incurred including redesign work to shift the path to the east, permit fees to address wetland impacts, and construction costs for the additional grading and storm water improvements that were needed to shift the path to the east. Additional future costs include, but are not limited to, appraisals for the conversion area and the replacement lands and acquisition costs for the replacement lands.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that it authorizes staff to prepare and submit an application to Wisconsin Department of Natural Resources for a conversion of land to uses inconsistent with outdoor recreation, for the placement of private parking in the railroad corridor.

Adopted by the Common Council of the City of Fitchburg this ____ day of _____, 20__.

Approved By: _____
Stephen L. Arnold, Mayor

Attested By: _____
Patti Anderson, City Clerk