

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE PUBLIC TRANSPORTATION AND PROPERTY MANAGEMENT SERVICES FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined the advisability of entering into a contract with Kansas City Area Transportation Authority (KCATA) for the retention of public transportation to serve Gladstone residents during the period of July 1, 2017 through June 30, 2018; and

WHEREAS, the cost of service to be provided by KCATA to the residents of the City of Gladstone, Missouri, is estimated to be \$123,854; and

WHEREAS, the total obligation of the City of Gladstone is estimated to be \$96,638; and

WHEREAS, the cost of property management services provided by KCATA to regularly maintain bus stop shelters and amenities is estimated to be \$18,441; and

WHEREAS, because North Oak Trafficway is a potential Bus Rapid Transit (BRT) candidate, the City of Gladstone shall be a participant in a study that will determine the feasibility of this service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager is hereby authorized to execute the contract with KCATA for public transit services within Gladstone at a cost not to exceed \$96,638.

THAT, the City Manager is authorized to execute additional contract services for property management services at a cost not to exceed \$18,441.

AND THAT, the City Manager is authorized to execute additional contract services for a North Oak Trafficway Bus Rapid Transit study at a cost not to exceed \$5,000.

FURTHER THAT, expenditure of such funds is hereby authorized from the Transportation Sales Tax Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE, 2017.

ATTEST:

Ruth E. Bocchino
Ruth E. Bocchino

R.D. Mallams, Mayor
R.D. Mallams, Mayor

Mayor Pro Tem

First Reading: June 26, 2017

Second Reading: June 26, 2017



Department of Community Development Memorandum

DATE: June 22, 2017

TO: Scott Wingerson, City Manager

FROM: Nick Pappas, Director of Community Development *N Pappas*

RE: Kansas City Area Transit Authority Contract

Attached is an ordinance for the City Council's consideration, which authorizes the City Manager to execute an agreement with KCATA to provide public transportation services and property management services. This agreement will also allow the City of Gladstone to enter into a joint study with Kansas City and North Kansas City with regard to evaluating Bus Rapid Transit (BRT) possibilities for North Oak Trafficway.

KCATA operates six routes through the City of Gladstone, including: 36X Gladstone Express, 37X N Broadway Express, 38 Meadowbrook, 136 Boardwalk/Antioch, 142 North Oak, and 237 Gladstone/Antioch MetroFlex. The MetroFlex service area is proposed to expand westward to include the area bounded by 72nd Street to the south, 76th Street to the north, and Troost Avenue to the west. This expansion was done at the request of the City staff as a result of resident interest in this area. The contract includes adding two new benches as determined by ridership demand. The total cost of these services is \$123,854. After passenger revenue, federal subsidy, and state subsidy the City's share is \$96,638.

Property management service costs related to regular maintenance of the shelters and amenities is \$18,441. This covers weekly transit stop cleaning, weekly trash removal, monthly recycling service, semi-annual in-depth electrical inspections of electronic kiosks, and monthly electrical inspections and maintenance of these kiosks.

The total cost for KCATA transit services and property management services is \$115,079. Including \$5,000 for the City's local match to study North Oak Trafficway BRT possibilities, this year's contract comes to \$120,078. The funds for these services are being provided from the Transportation Sales Tax Fund.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service and Management Assistance

GLADSTONE, MISSOURI

THIS CONTRACT, entered into this *28th* day of *June*, 2017 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and the **CITY OF GLADSTONE, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well-being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens, and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and in December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A.) Public Mass Transit Services

1. The Community requests public transportation services (hereinafter referred to as "Contract Service", set forth in Attachment "B", be operated by the KCATA for the period July 1, 2017 through June 30, 2018.
2. The level of service as generally set forth for routes included in the Gladstone service cost as indicated in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$96,638**. This estimate is based on the following components of cost and revenue to be applied to the Agreement:

Service Cost*	\$123,854
Passenger Revenue	<u>\$(7,179)</u>
Estimated Total Deficit	\$116,675
Federal Preventative Maintenance	\$(23,780)
State of Missouri	<u>\$(574)</u>
Local Operating Contribution	\$92321
Local Capital Contribution	<u>\$4,317</u>
Total Local Share	\$96,638

*The service cost included the cost estimates for the 2017-2018 service expansion, see details in Attachment B.

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of \$96,638. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA shall require payment of less than the Local share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- The Community's monthly Local Share will be one-twelfth of the Community's portion of the estimated total deficit amount for the twelve-month period.
 - The KCATA will invoice the community for 100% of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.
 - By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c" will not be prepared until the completion of the KCATA's annual audit.
7. When the estimated total deficit of \$116,675 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this

Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.

8. If for any reason the KCATA is unable to obtain the federal or state assistance (the Federal and State Share), as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising therefrom.

B. Contracted Property Management Services

1. The Community has requested and KCATA has agreed to install passenger amenities at locations (see Attachment "C") that do not meet KCATA's policy threshold for deploying such amenities
2. The Community has requested that KCATA clean, maintain, inspect and repair the installed passenger amenities at these locations.
3. The Community agrees to reimburse the KCATA for the cleaning and inspection costs as shown in Attachment "C" for the period from July 1, 2017 – June 30, 2018.
4. The fee to be paid by the Community to KCATA for these services is \$18,441. The Community will make monthly payments of \$1,536.72 to KCATA for these services. KCATA will invoice the Community for the monthly amount by the 15th of the month preceding the month services will be provided. The Community is required to remit the monthly fee by the first of each month during which services will be provided.
5. Regular stop cleaning and inspection services will consist of the following:
 - a. Power washing the panels and dome tops of the passenger shelters inside and out, washing any information kiosks and cleaning of glass or acrylic panels.
 - b. Removal of all debris within the area of the transit stop.
 - c. Emptying all litter containers and relining said containers with fresh plastic bags.
 - d. Removal of graffiti on the shelter, benches, kiosks and/or the area surrounding the transit stop. Inspection and safety monitoring of electrical and lighting services.
5. For repair of damaged stop or amenities, replacement of damaged shelter panels or other components or any other special maintenance required, KCATA will request prior approval from the Community for repairs or other work projected to be in excess of \$500, unless repair constitutes a safety hazard requiring immediate action to correct. The Community agrees to reimburse the KCATA for the actual cost of the approved repair work and KCATA administration based on invoices submitted to the Community.

6. This agreement shall be for an initial one-year term that shall be automatically renewed for an additional four successive one-year terms at the above stipulated rates, until terminated. Either party may terminate this Agreement by giving notice to the other party no less than thirty days prior to the July 1 renewal date. In addition, either party may terminate this Agreement upon thirty days' written notice for just cause. Upon such termination, the terminating party shall remit the non-terminating party its share of costs then due and owing.
7. This Agreement may be modified at any time with the written concurrence of both parties.

C. Local Contribution to Planning Study

The KCATA is conducting a transit study of the North Oak Corridor, this project will be funded through federal grant funds and the City of Gladstone will contribute \$5,000 as local match and participate in this study.

D. Total Community Funding Obligation

Public Mass Transit Service	\$96,638
Contracted Property Management Services	<u>\$18,441</u>
Contribution to the North Oak Corridor Study	<u>\$ 5,000</u>
Total	\$120,078

FOR THE KANSAS CITY AREA TRANSPORTATION AUTHORITY:

By:  Date: 6/28/17

Name and Title: Steve Klika, Chairman of the Board of Commissioners

FOR THE CITY OF GLADSTONE:

By:  Date: 7/13/17

Name and Title: Scott Wingerson, City Manager

Attachments

- Attachment A: Revenue and Cost Allocation Procedures
- Attachment B: Contract Service
- Attachment C: Bus Stop Maintenance

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

Operating Expense and Revenue

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.
- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used

(Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
- d. The Net Income or Loss for each jurisdiction is calculated as the sum of

direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

ATTACHMENT "B"

CITY OF GLADSTONE- CONTRACT SERVICE

Four fixed routes provide service between Gladstone and downtown Kansas City, Missouri, and one fixed route provides service with an east-west axis traversing the Northland. There is one demand responsive Metroflex zone providing service within Gladstone (#299-Gladstone/Antioch Metroflex).

The **#36X - Gladstone Express** * provides rush hour service between Metro North, Gladstone (via North Troost, 68th, Flora, Englewood, and Antioch), Antioch Center, and downtown KCMO and Crown Center. Service is provided Monday through Friday with three southbound AM trips and three northbound PM trips.

The **#37X - North Broadway Express** * provides rush hour service connecting New Mark, Gashland, Metro North, and western Gladstone with downtown KCMO and Crown Center. Service is provided Monday through Friday with three southbound AM trips and three northbound PM trips.

The **#238 - Meadowbrook** * (formerly 38) operates between Maple Woods Community College, Northland Human Services, Gladstone (via MO-1 and N. Prospect), Antioch Center, Briarcliff, North Kansas City, and downtown Kansas City. Service runs hourly from approximately 5:58 a.m. to 11:33 p.m., Monday through Friday. It runs from approximately 6:55 AM through 6:48 PM on Saturday. There are eighteen southbound trips and sixteen northbound trips Monday through Friday. There are eleven southbound trips and twelve northbound trips on Saturday.

The **#136 - Boardwalk-Antioch Connector** operates between Boardwalk Center and Antioch Center via Barry Road, Waukomis, Englewood, Vivion, and Antioch. Service is provided hourly from 6:10 a.m. to 9:40 AM and from 1:45 p.m. to 6:40 PM weekdays. There are nine eastbound trips and eight westbound daily trips.

The **#201 - North Oak** (formerly 142) route operates between Boardwalk Square, Barry Road, North Oak, Burlington, downtown KCMO, and Crown Center. The route runs seven days per week. Weekday service runs 5:00 AM-11:30 PM with hourly off-peak and thirty-minute peak frequency. Saturday runs hourly 6:34 AM-11:29 PM. Sunday runs hourly 8:34 AM-10:29 PM.

The **#299 – Gladstone-Antioch Flex** * (formerly 237) provides weekday demand responsive service from 8:00 AM to 3:30 PM. The zone boundaries include 72nd Street on the north; NE Antioch, Bales, Brighton, Bennington, and Newton on the east; Parvin, Chouteau, Vivion, and Englewood Road on the south; Chouteau, N. Troost and N. Broadway on the west. Effective July 3, 2017, the flex zone expands to include the area north of 72nd Street to the city boundary (approximately 77th St.), and between N. Troost and N. Hwy. M-1. The actual trips will be monitored during the 2017-2018 service period, and the cost numbers shall be adjusted accordingly for the next contract year.

Full Fare: \$1.50

Reduced Fare: \$0.75

*- Gladstone Portion of This Route Included in the Gladstone Service Cost

ATTACHMENT "C"

CITY OF GLADSTONE - BUS STOP MAINTENANCE

This agreement covers the annual 2017-2018 maintenance costs for the following transit stops in Gladstone, Missouri:

1. Northbound transit stop at 67th & North Oak (passenger platform, bench, trash can, and cleaning).
2. Southbound transit stop at 70th & North Oak (shelter, passenger platform, trash can, electronic kiosk and cleaning).
3. Northbound transit stop at 70th & North Oak (bench, passenger platform, trash can, electronic kiosk and cleaning).
4. Southbound transit stop at 72nd & North Prospect (shelter, passenger platform, trash can and cleaning).
5. In addition to the full service maintenance at the above four stops, KCATA will provide weekly trash and recycling service at four additional local bus stops in Gladstone.
6. If requested by the City of Gladstone, KCATA will provide a bench, a recycling/trash container and weekly trash/recycling service at two additional local bus stops in Gladstone. The costs for these will be in keeping with the unit costs in the below table.

The total 2017-2018 annual bus stop maintenance cost for these stops in Gladstone is **\$18,441**, as detailed in the following table. Any new services will be in addition to what is shown in this table.

Cleaning and Inspection Items	Stops	Annual Occurrences	Rate Per Occurrence	Annual Cost
Transit stop cleaning - weekly <i>Combined rate for cleaning all four stops</i>	N/A	52	\$270.00	\$14,040
Trash removal – weekly	8	52	\$6.63	\$2,759
Recycling Service – monthly cost	5	12	\$53.05	\$637
Semi-Annual In-Depth Electrical Inspection	2	2	\$92.03	\$368
Electrical inspection and maintenance – monthly at 2 stops	2	10	\$31.83	\$637
Total annual bus stop maintenance cost:				\$18,441

- Electrical power to the two kiosks at 70th and North Oak will be provided by the City and directly billed and paid by the City. KCATA will inspect monthly the electric lines and connections at the 70th and North Oak bus stops and kiosks.
- Required repairs to these items will be billed separately. Any repairs (other than emergency safety related repairs needing immediate action) expected to cost more than \$500 will be undertaken by KCATA only after prior City approval and City funding commitment in keeping with Section B of this agreement.
- Total maintenance cost does not include cost of any requested electric line locates, which will be billed to the City at actual cost of KCATA’s contractor (Black and McDonald) and KCATA’s administrative expense.