

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 SERVICES AND PROPERTY MANAGEMENT ASSISTANCE FOR THE PERIOD OF JULY 1, 2021, THROUGH DECEMBER 31, 2021.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that 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, 2021, through December 31, 2021, will benefit the city; and

WHEREAS, the cost of public transit and property management services to be provided by KCATA to the residents of the City of Gladstone, Missouri, is estimated to be \$42,768.00; and

WHEREAS, the total obligation of public transit services to the City of Gladstone is estimated to be \$27,279.00; and

WHEREAS, the cost of management services provided by the KCATA to regularly maintain the transit stops amenities is estimated to be \$10,489.00; and

WHEREAS, the City of Gladstone is participating in the KCATA implementation plan for the North Oak Fast and Frequent Transit 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 Kansas City Area Transportation Authority for public transit services within Gladstone at a cost not to exceed \$27,279.00.

FURTHER, THAT, the City Manager is authorized to execute additional contract services for the property management services for a total cost not to exceed \$10,489.00.

FURTHER, THAT, the City Manager is authorized to execute additional contract services for the North Oak Trafficway implementation plan for the Fast and Frequent Service Transit Service at a cost not to exceed \$5,000.00.

FURTHER, THAT, expenditures 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 10TH DAY OF JANUARY 2022.


RD Mallams, Mayor

Attest:


Becky Jarrett, Deputy City Clerk

First Reading: January 10, 2022

Second Reading: January 10, 2022



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-03

ORD # 4.580

Date: 1/4/22

Department: Community Development

Meeting Date Requested: 1/10/22

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: (July 2021- Dec 2021) Approval or Ordinance for contract between the City of Gladstone and Kansas City Area Transportation Authority (KCATA) for ongoing transit services and maintenance assistance.

Background: The KCATA operates six routes through the City of Gladstone. The cost of these services has remained drastically low due to COVID-19 reducing the ridership. Therefore, the City and KCATA have agreed to continue, for the budget year July 1, 2021 through June 30, 2022, a six month contract for July 1, 2021 through December 31, 2021; which may have revised costs dependent upon ridership increase, and routes returning to normal.

The cost of services for this contract is \$37,559. After all subsidies, the City's share is \$27,279.00. The property management services cost related to the regular maintenance of the shelters and amenities is \$10,489.00. Total cost for July 1, 2021 through December 31, 2021 contract, and transit service management assistance is \$37,768.00.

In addition to the local share and property management, the City and KCATA have agreed to a project holder of \$5,000.00 for implementation of the North Oak Fast and Frequent Transit Service. COVID-19 has continued to slow this down, but the implementation and transit plan is still viable.

The total cost with local share, property management and project holder is \$42,768.00.

Budget Discussion: Funds are budgeted in the amount of \$ 122,238.00 from the N/A Fund. Ongoing costs are estimated to be \$ 128,350.00 annually. Previous years' funding was \$122,238.00

Public/Board/Staff Input: None.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Alan D. Napoli, C.B.O.
Community Development Administrator
Building Official

SW
Scott Wingerson

JM
City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service and Management Assistance

GLADSTONE, MISSOURI

THIS CONTRACT entered into this 10 day of Jan, 2022 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 socio-economic wellbeing 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, generally described in amounts and, more specifically, by the 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, 2021, through December 31, 2021.
2. The level of service, as generally set forth 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.

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4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$27,279**. This estimate is based on the following components of cost and revenue to be applied to the Agreement:

Service Cost	\$ 37,559
Passenger Revenue	\$ (0)
Estimated Total Deficit	\$ 37,559
Federal Preventative Maintenance	\$ (8,001)
State of Missouri	\$ (0)
Local Operating Contribution	\$ 26,808
Local Capital Contribution	\$ 471
Total Local Share	\$ 27,279

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 **\$27,279**. 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:
- a. 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.
 - b. 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.
 - c. 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.
 - d. 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 \$37,559 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this

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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, 2021 – December 31, 2021.
4. The fee to be paid by the Community to KCATA for these services is **\$10,489**.
5. The Community will make monthly payments of \$1,748.16 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 of which services will be provided.
6. 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 21 acrylic panels.
 - b. Remove any debris within the area of the transit stop.
 - c. Emptying all litter containers and relining said containers with new plastic bags.
 - d. Removal of graffiti on the shelter, benches, kiosks, and 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

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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 to the non-terminating party its share of costs then due and owing.
7. This Agreement may be modified at any time with the concurrence of both parties.

C. Total Community Funding Obligation

Public Mass Transit Service	\$27,279
Contracted Property Management Services	\$10,489
North Oak Project Holder	<u>\$ 5,000</u>
Total	\$42,768

FOR THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____

David Bower, Chairman

Date: _____

11-12-21

FOR THE CITY OF GLADSTONE

By: _____

Scott Wingerson

Date: _____

1-12-22

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 passenger 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 based on 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

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(Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small, or RideKC Flex) 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 RideKC Flex). 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:
 - (i) Direct labor costs shall be allocated based on operator cost per hour of service multiplied by the actual time operated in each jurisdiction.

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- (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 expenses, etc.

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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 Flex zone providing service within Gladstone (#299-Gladstone/Antioch RideKC Flex).

The **#201 - North Oak*** route operates between Zona Rosa, Boardwalk Square, Barry Road, North Oak, Burlington, downtown KCMO, and Crown Center. The route runs seven days per week. Weekday service runs 5:04 AM-11:230 PM with hourly off-peak and thirty-minute peak frequency. **COVID schedule - Saturday runs hourly 6:32 AM-11:25 PM. Sunday runs hourly 8:31 AM-11:25 PM.

The **#238 - Meadowbrook *** 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 6:07 AM to 6:47 PM, Monday through Friday. It runs from 7:00 AM to 6:47 PM on Saturday. There are twelve southbound trips and twelve northbound trips Monday through Friday. There are twelve southbound trips and twelve northbound trips on Saturday. **COVID schedule – Saturday service schedule

The **#299 – Gladstone/Antioch Flex *** provides a weekday demand responsive service from 8:00 AM to 3:30 PM. The zone boundaries are 72nd Street on the north; Antioch/N. Prospect, Bales, Brighton, and Bennington on the east; Parvin, Chouteau, Vivion, and Englewood Road on the south; Chouteau, N. Troost and N. Broadway on the west. **COVID schedule – Weekday service schedule to be operated

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ATTACHMENT "C"

CITY OF GLADSTONE - BUS STOP MAINTENANCE

This Agreement covers the July 1, 2021 to December 31, 2021 maintenance costs for the following transit stops in Gladstone, Missouri:

1. Southbound transit stop at 70th & North Oak (shelter, passenger platform, trash can, electronic kiosk, and cleaning).
2. Northbound transit stop at 70th & North Oak (bench, passenger platform, trash can, electronic kiosk, and cleaning).
3. Southbound transit stop at 72nd & North Prospect (shelter, passenger platform, trash can, and cleaning).
4. Southbound transit stop at North Oak Trafficway & NE 61st Street (passenger platform, bench, trans can, and cleaning).
5. Southbound transit stop at North Prospect (M-1 HWY) at NE 68th Street (passenger platform, bench, trans can, and shelter cleaning).
6. Northbound transit stop at 68th & North Oak (passenger platform, bench, trans can, and cleaning).
7. In addition to the full-service maintenance at the above three stops, KCATA will provide weekly trash and recycling service at four additional local bus stops in Gladstone.
8. If requested by the City of Gladstone, KCATA will provide a bench, a recycling/trash container, and a 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 2020-2021 annual bus stop maintenance cost for these stops in Gladstone is **\$10,489.** 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>The combined rate for cleaning shelter stops</i>	N/A	26	\$286.44	\$7,447.50
Trash removal – Weekly	12	26	\$8.04	\$2,508.50.
Semi-Annual In-Depth Electrical Inspection	2	1	\$97.50	\$195.
Electrical inspection and maintenance – monthly at two shelter locations	2	5	\$33.80	\$338.
Total annual bus stop maintenance cost:				\$10,489

- 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.

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- 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 the cost of any requested electric line locates, which will be billed to the City at the actual cost of KCATA's contractor (Black and McDonald) and KCATA's administrative expense.