



Date of Council Meeting: November 10, 2015

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Local fixed route transit service for Fiscal Year 2017

Staff Contact: Calvin Grow, Public Works and Capital Projects
Jason L. Cournoyer, Department of Finance and Administrative Services
Tom Mason, Assistant Town Manager

Council Action Requested: Approval for the level of transit service deemed unique to the Town, and supplemental to the baseline transit service provided by the County of Loudoun for Fiscal Year 2017.

Staff Recommendation: Staff recommends that the Fiscal Year 2017 level of transit service remain at the existing level of service hours for Fiscal Year 2016.

Commission Recommendation: Not Applicable.

Fiscal Impact: The anticipated annual cost for the Town's unique transit service is approximately \$334,000. However, this amount is offset by State Operating Assistance grant funding of approximately \$42,000, and by \$2,000 from advertising and rider fare revenue. As a result, the Town's actual cost to have the County of Loudoun provide transit service that is unique to the Town is approximately \$290,000. The Town's estimated Fiscal Year 2017 net cost reflects an increase of approximately \$4,000 over the Adopted Fiscal Year 2016 budget.

Work Plan Impact: None. The County of Loudoun manages the contracted service.

Executive Summary: The Memorandum of Understanding (MOU) executed by the Town and the County of Loudoun in May 2014 (See attachment) requires that the Town Council dictate the level of transit service unique to the Town annually for inclusion in the agreement of service between the transit service provider and the County. Staff is evaluating additional destinations for the existing Safe-T-Ride route to include a stop in proximity to the Leesburg Outlet Center and the Home Depot shopping center. If adopted, these route changes will not impact the number of service hours budgeted for Fiscal Year 2017.

Background: The County of Loudoun became the sole service provider for local fixed route and para-transit services in the County inclusive of the Town of Leesburg effective September 1, 2014 upon the execution of the (MOU) between the Town and County. As such, the County is responsible for managing and funding the baseline level of transit service within the Town limits.

As part of the MOU, the Town may provide funding to the County for supplemental transit service that is deemed unique to the Town. The Town Council is required to provide the County an approved request for the level of transit service beyond the baseline service provided by the County in order to include the supplemental transit service in the County's annual agreement of service with MV Transportation. The Town is financially committed to provide funding to the County, net any applicable state operating assistance grant funding and revenue derived from fares and advertising, for all associated costs with the transit service.

The Town Council approved the following level of transit and para-transit services for Fiscal Year 2016 from July 1, 2015 to June 30, 2016:

- The Safe-T-Ride service operating seven days a week, except holidays, from 7am to 7pm Monday through Friday, and 9:00 am to 6:00 pm on Saturdays and Sundays;
- Route 57-Village at Leesburg/Wegmans from 10:00 am to 9:00 pm on Saturdays; and;
- The associated ADA para-transit requirements with Route 57 service on Saturdays from 10:00 am to 9:00 pm..

Attachments: Transit MOU between Town of Leesburg and the County of Loudoun

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOUDOUN, VIRGINIA, AND THE TOWN
OF LEESBURG, VIRGINIA, REGARDING LOCAL FIXED-ROUTE
TRANSIT SERVICE AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING, (“MOU”), is effective this 21 day of MAY, 2014, (the “Effective Date”), by and between the Town of Leesburg, Virginia (“Town”), and the County of Loudoun, Virginia, (“County”):

WHEREAS, the County of Loudoun, Virginia, (“County”) is a political subdivision of the Commonwealth of Virginia, and the Board of Supervisors of Loudoun County (“Board”) is the governing body of that County; and

WHEREAS, the Town of Leesburg, Virginia, (“Town”) is a municipal corporation of the Commonwealth of Virginia, and the Leesburg Town Council (“Council”) is the governing body of the Town; and

WHEREAS, at its April 16, 2014 Business Meeting, the Board directed County staff to continue discussions with the Town related to the future provision of the Town’s local fixed-route and paratransit service and to develop a MOU with the Town to memorialize the established baseline routes, funding levels and levels of service within the Town service area (Attachment 1); and

WHEREAS, the County has issued a solicitation seeking proposals from offerors for the provision of fixed route and paratransit services in the County and Town; and

WHEREAS, the County is the sole service provider for the public fixed route and paratransit services in the County and Town; and

WHEREAS, this MOU was executed by the Town Manager on behalf of the Town pursuant to the unanimous approval of the MOU by the Town Council at its May 13, 2014 Business Meeting (Resolution #2014-058);

WHEREAS, this MOU was executed by the County Administrator on behalf of the County pursuant to unanimous approval of the MOU by the County Board of Supervisors at its May 21, 2014 Business Meeting (Consent Agenda Item 05);

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein, the Town and County agree as follows:

1. The County will enter into and administer an Agreement for Service for the provision of local fixed-route and paratransit services with planned commencement date of September 1, 2014 in the County and the Town.
2. The County’s current and future transit plans will establish the baseline of service.

3. The County will be the applicant and designated recipient of all state grant funds beyond FY2015 and for the duration of the fixed route and paratransit service provided by the County. For FY2015 state grant awards designated for the Town service will be re-directed to the County less a prorated amount received by the Town for the expenses the Town has incurred for services provided by the Town from July 1, 2014 through August 30, 2014.

4. The County's FY 2015 and subsequent comprehensive Transit Development Plan (TDP) updates will include planning for all County managed services, inclusive of those routes operating within the Town. The estimated costs and funding sources for the services which are unique to the Town will be included in the financial section of the TDP.

5. No specialized vehicles (i.e. trolleys) will be required for the provision of the baseline level of service in the Town or County.

6. The Town endorses the proposed baseline routes as reflected in Figure 1: "Proposed Leesburg Service Plan" of the "Leesburg Route Refinement Analysis Technical Memorandum" dated February 11, 2014. (Attachment 2).

7. Bus stop locations and signage on the baseline routes within the Town limits will be mutually agreed upon by County and Town staff, with the Town being responsible for installation of bus stop signs in public road rights-of-way within the Town of Leesburg corporate limits.

8. a. The Town is financially committed to provide funding, in FY2015, net state operating assistance and revenue from fares and advertising, to the County for the following bus services that are unique to the Town:

- Safe-T-Ride
- Saturday Service on the route between downtown Leesburg and the Outlet Center
- Paratransit Service required in conjunction with the Saturday Service on the route between downtown Leesburg and the Outlet Center

b. The County will invoice the Town quarterly for the costs of the bus services identified above, net state operating assistance and revenue from fares and advertising. The Town will pay said invoice within 30 days of receipt.

c. Beyond FY2015, any mutually agreed upon future services as well as those referenced above, will be funded by the Town, net state operating assistance and revenue from fares and advertising.

9. Bus services that are unique to the Town, and mutually agreed upon by the Town and County, will be included in the Agreement for Service between the County and its contractor for fixed route and paratransit service.

10. As provided above in Section 8(c), the Town will remain responsible for the fiscal impact of the services that are unique and agreed to by the Town, over and above the baseline

recommended level of service. If the service costs for the services that are unique to the Town, and mutually agreed upon by the Town and County, are higher than projected, the County will invoice the Town for the overage and the Town will remit the difference in funding within 30 days of receipt of the County's invoice. (Attachment 3).

11. The Safe-T-Ride Service, as a service that is unique to the Town, may utilize a vehicle and bus stop sign branding program that is different from the other vehicles and bus stop signs used to provide service on the baseline routes. With consent of the County, the Town may work directly with the contractor on all unique branding. The costs associated with the Safe-T-Ride branding program will be the responsibility of the Town. Apart from any unique branding program for the Safe-T-Ride Service, the County will ensure that vehicles providing Safe-T-Ride Service will be so identified in the destination signage.

12. Maintenance and Repairs.

a. Routine Maintenance. The routine maintenance associated with the bus stop signs and shelters, including those belonging to the Town, will be the responsibility of the County. For bus stop areas and bus stop signs, routine maintenance includes daily visual inspections for graffiti and trash. For bus shelters, routine maintenance includes daily visual inspections of the shelter structure, shelter pad area, and lighting.

b. Repairs. For repairs related to bus shelters located within the Town corporate boundaries, the County contract administrator will coordinate with the Town Director of Public Works or his/her designee to address and/or fund any repairs. If the Town requests the County and its contractor repair any bus shelters located in the Town corporate boundaries, the County will invoice the Town for the costs of the repairs. The Town will pay said invoice within 30 days of receipt.

13. The Town will retain ownership of Town-owned bus stop signs and shelters within the Town, and will insure that any federal interest in these assets is extinguished through the Virginia Department of Rail and Public Transportation. Any shelter or bus stop sign repairs above routine maintenance will be the responsibility of the Town.

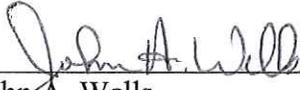
14. The ownership and maintenance of shelters and bus stop signs located on private property will be determined by County and Town staff on a case by case basis.

15. The Town shall be named as an "additional insured" on all liability insurance policies provided by the County's contracted service provider.

16. This MOU shall be governed in all respects by the law of the Commonwealth of Virginia.

(SIGNATURE PAGES TO FOLLOW)

TOWN OF LEESBURG, VIRGINIA
a municipal corporation



John A. Wells
Town Manager

5/29/14

Date

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN

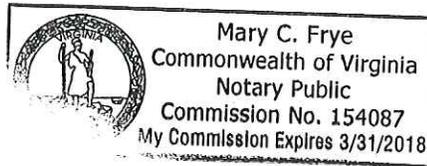
The foregoing Memorandum of Understanding was acknowledged before me on this 29
day of May, 2014, by John A. Wells, as Town Manager of the Town of Leesburg,
Virginia, a municipal corporation.



Notary Public

My Commission expires:

3/31/2018



COUNTY OF LOUDOUN, VIRGINIA
a political subdivision

Tim Hemstreet

Tim Hemstreet
County Administrator

5/30/14

Date

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN

The foregoing Memorandum of Understanding was acknowledged before me on this 30th day of May, 2014, by Tim Hemstreet, County Administrator of the County of Loudoun, Virginia, a political subdivision of the Commonwealth of Virginia.

Eileen Hall-Tobey

Notary Public

My Commission expires:

July 31, 2015



Eileen Hall-Tobey
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7113101
My Commission Expires
July 31, 2015

**MEMORANDUM OF UNDERSTANDING
ATTACHMENT LISTING**

1. Board of Supervisors Action Item #3; April 16, 2014 Board of Supervisors Business Meeting
2. Figure1: Proposed Leesburg Service Plan-“Leesburg Route Refinement Analysis Technical Memorandum” dated February 11, 2014
3. April 2, 2014 Letter from Leesburg Town Manager to County Administrator

PRESENTED: November 10, 2015

RESOLUTION NO. 2015-_____

ADOPTED: _____

A RESOLUTION: LOCAL FIXED ROUTE TRANSIT SERVICE FOR FISCAL YEAR
2017

WHEREAS, the Town of Leesburg (Town) and the County of Loudoun (County) executed a Memorandum of Understanding (MOU) in May 2014 regarding the delivery of local fixed route transit service;

WHEREAS, as part of this MOU, the Town agreed to provide funding, net state operating assistance grant funding and revenue from fares and advertising, to the County for transit service deemed unique to the Town and supplemental to the baseline transit service provided by the County ; and

WHEREAS, the Town Council must approve a level of transit service unique to the Town to be included in the annual agreement of service between the transit service provider and the County; and

WHEREAS, staff recommends route adjustments to the Safe-T-Ride be evaluated further in order to incorporate additional employment centers in proximity to Route 15 Bypass.

THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia that the existing number of services hours of local fixed route transit service be continued for Fiscal Year 2017 and at a minimum include:

- the Safe-T-Ride service operating seven days a week, except holidays, from 7:00 am to 7:00 pm, Monday through Friday, and 9:00 am to 6:00 pm on Saturdays and Sundays and;

A RESOLUTION: LOCAL FIXED ROUTE TRANSIT SERVICE FOR FISCAL YEAR
2017

- Route 57- Village at Leesburg/Wegmans and the associated para-transit requirements from 10:00 am to 9:00 pm on Saturdays.

PASSED this ___ day of November, 2015.

Kristen C. Umstatt, Mayor
Town of Leesburg

ATTEST:

Clerk of Council