

AMENDMENT TO CONTRACT

PURCHASE OF SERVICE AGREEMENT BETWEEN MILWAUKEE TRANSPORT SERVICES, INC. AND THE CITY OF WAUKESHA ROUTE 79

WHEREAS, Milwaukee Transport Services, Inc. (hereinafter referred to as the "Contractor") entered into an Agreement with the City of Waukesha (hereinafter referred to as the "City") dated December 12, 2013 to provide transit service on Waukesha County Route 79; and amended said agreement March 9, 2015; and

WHEREAS, The City is the administrator of transit service funded by Waukesha County, and

WHEREAS, Waukesha County has agreed to use actual passenger revenue as the fare revenue credit starting January 1, 2017 and also has agreed to eliminate the Zone Fare of \$0.35 for trips beginning or ending in Waukesha County and shall be credited by the Contractor for the loss of the revenue generated from the Zone Fare; and

WHEREAS, the Contractor has agreed to these terms.

NOW, THEREFORE, BE IT RESOLVED that the Agreement between the City and the Contractor to provide transit service as set forth in the document dated December 12, 2013, and amended March 9, 2015 be further amended as described below:

Paragraph 1 of Appendix B of the Contract is deleted entirely and replaced with the following:

The total operating costs of this service, minus passenger revenues received will be billed to the City of Waukesha on a monthly basis. The rate per bus hour for Route 79 is listed below. Passenger revenue will be based on actual passenger revenue collected on route with a current cash fare of \$2.35. In addition, Contractor will credit the City \$5,900 per annual for lost revenue from the elimination of the Waukesha County Zone Fare. Contractor will be responsible for counting passengers carried by this route. The yearly rate will be effective January 1st to December 31st of each year.

Year 1	\$155.31 per revenue hour
Year 2	\$159.97 per revenue hour
Year 3	\$164.77 per revenue hour
Year 4	\$169.71 per revenue hour
Year 5	\$174.80 per revenue hour

All other terms and conditions of the original Agreement shall remain in full force and effect.

Dated this ____ day of December 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers:

City of Waukesha:

Witness: Gina Kozlik, Clerk/Treasurer by: _____
Shawn Reilly, Mayor

Wisconsin Coach Lines, Inc.:

Witness by: _____
Dan Boehm, Managing Director